



and

ShopRite Welfare Fund

**Summary Plan Description and Plan Document for
Part-Time Employees hired on or before 9/8/2009
not including Service Clerks**

Effective January 2022

* * * **IMPORTANT** * * *

Please read this Summary Plan Description (SPD) in its entirety.

This SPD, which also serves as the Plan document, contains a summary in English of your rights and benefits under the UFCW Local 1262 and ShopRite Welfare Plan of benefits (Plan).

This SPD describes the benefits available to you and your Dependent Children (if any) under the Plan and summarizes situations in which those benefits may be reduced, delayed, forfeited, or denied, as well as your rights and responsibilities, and the procedures and deadlines for filing a claim or appeal and taking legal action against the Plan and its fiduciaries.

Other documents affecting your Plan benefits may include a trust agreement, or notices that provide more detail with respect to certain benefits (collectively, the Plan Documents). In the event of a conflict between any provision in this SPD and any other Plan Document, except where explicitly stated otherwise in this SPD, the provisions of this SPD shall control.

If you have questions regarding this SPD or want more information about the Plan, please contact the Fund Office at (800) 522-4161 (TTY: 711).

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GLOSSARY OF KEY TERMS103

AFFORDABLE CARE ACT NOTICE OF NONDISCRIMINATION

The Trustees of the UFCW Local 1262 and ShopRite Welfare Fund are obligated under the Affordable Care Act to send this Notice to you.

The Fund complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. The Fund does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

The Fund:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services or believe that the Fund has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can contact or file a grievance with:

Sonya Rodriguez, Office Manager
UFCW Local 1262 and ShopRite Welfare Fund
1389 Broad Street, Clifton, New Jersey 07013
Telephone Number: 1-800-522-4161 (TTY: 711)
Fax Number: 973-778-1725
Email: srodriguez@ufcwlocal1262.org.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, Sonya Rodriguez is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, DC 20201
1-800-368-1019, 800-537-7697 (TTY)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Español (Spanish)

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-522-4161 (TTY: 711).

繁體中文(Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-522-4161 (TTY: 711)。

Kreyòl Ayisyen (French Creole)

ATANSYON: Si w pale Kreyòl Ayisyen, gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1-800-522-4161 (TTY: 711).

Tiếng Việt (Vietnamese)

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-522-4161 (TTY: 711).

Русский (Russian)

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-522-4161 (TTY: 711).

한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-522-4161 (TTY: 711) 번으로 전화해 주십시오.

العربية (Arabic)

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 800-522-4161 (رقم هاتف الصم والبكم: 1-800-522-4161) (TTY: 711).

Français (French)

ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-522-4161 (TTY: 711).

Italiano (Italian)

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-522-4161 (TTY: 711).

Tagalog (Tagalog – Filipino)

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-522-4161 (TTY: 711).

Polski (Polish)

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-522-4161 (TTY: 711).

Português (Portuguese)

ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-522-4161 (TTY: 711).

ગુજરાતી(Gujarati)

સુચના: જો તમે ગુજરાતી બોલતા છો, તો નિઃશુલ્ક ભાષા સહાય સેવાઓ તમારા માટે ઉપલબ્ધ છે. ફોન કરો. 1-800-522-4161 (TTY: 711).

اردو (Urdu)

خبردار: اگر آپ اردو بولتے ہیں، تو آپ کو زبان کی مدد کی خدمات مفت میں دستیاب ہیں۔ کال

1-800-522-4161 (TTY: 711).

אידיש (Yiddish)

אויפגערקזאם: אויב איר רעדט אידיש, זענען פארהאן פאר אייך שפראך הילף סערוויסעס פריי פון אפצאל. רופט-1-800-522-4161 (TTY: 711).

বাংলা (Bengali)

লক্ষ্য করুন: যদি আপনি বাংলা, কথা বলতে পারেন, তাহলে নিঃখরচায় ভাষা সহায়তা পরিষেবা উপলব্ধ আছে। ফোন করুন ১-৮০০-৫২২-৪১৬১ (TTY: ৭১১).

INTRODUCTION

This SPD describes the Plan benefits provided by the UFCW Local 1262 and ShopRite Welfare Fund (Fund) to Part-time Employees hired on or before September 8, 2009 (except for Service Clerks). Benefits provided to Full-time Employees and part time employees hired after September 8, 2009 are contained in a separate SPD.

The SPD is made up of two sections.

- The first section of this SPD (pages 1 through 43) includes information about eligibility, enrollment, when coverage starts, when coverage ends, and the administrative provisions for the Plan. It also includes information required by the Employee Retirement Income Security Act of 1974, as amended (ERISA).
- The second section of this SPD (pages 44 through 109) provides a description of Plan benefits and any exclusions and limitations that may apply. It describes the coverage that is in place for you and your eligible dependents.

The information in this SPD makes up the Plan Document and SPD for your Plan benefits in effect as of January 1, 2022. This SPD replaces any previous SPD, Plan Document, or summaries of material modifications (SMMs) describing these benefits.

Read all sections of this SPD and keep it in a safe place for future reference.

If these benefits are modified, you will receive a summary of material modification (SMM) that will explain the changes to the extent required by applicable law.

You and your eligible Dependent Children should rely on this SPD for a description of Plan benefits. If you need additional assistance or have questions, contact the Fund Office.

Have a Question?

If you have a question about Plan benefits, you should call the Fund Office at (800) 522-4161 (TTY: 711).

WHO IS ELIGIBLE

Employee Eligibility Requirements

As a Part-time Employee you are eligible for the benefits explained in this booklet if you were hired on or before September 8, 2009 and work in Qualifying Service (defined on page 110), except that Employees classified as Part-time Porters do not receive legal services benefits.

Special Rule For Hospitalization Coverage for Part-Time Employees hired on or before 9/8/09) Other than Part-Time Porters)

In order to have the first 120 days of an in-patient Hospital stay covered in each calendar year for yourself and your eligible Dependent Children, you must have worked 1,000 hours during the period from October 1 to September 30 of the prior year.

However, you may also be eligible to have the first 120 days of an in-patient Hospital stay covered in each calendar year for yourself and your eligible Dependent Children, if you meet one of the following eligibility rules instead of the 1,000-hour rule:

- You must work between 750 and 999 hours and must average 20 hours for each week that you are actively at work during the period October 1 to September 30 of each year
- You must work between 750 and 999 hours and the ratio of the hours you worked divided by the number of months you worked during the period October 1 to September 30 of each year must be at least 85.
- Your employer fails to report that you failed to work 1,000 hours in the measurement period.

If you do not meet the 1,000-hour rule or one of these eligibility rules, there is no coverage for the first 120 days of an inpatient Hospital stay.

Service Clerks and Part-time Porters are not eligible for any hospitalization coverage unless they qualify for Bronze medical and prescription drug coverage.

Dependent Child(ren) Eligibility Requirements

Part-time Employees who work on average 30 hours or more per week in Qualifying Service during the November 1-October 31 measurement period are eligible for Dependent Child coverage for medical, prescription drug, dental and vision benefits.

You must enroll your eligible Dependent Children and pay the required contribution for Dependent Child coverage in the amount established by the Trustees for your Dependent Children to be covered under the Plan.

Eligible Dependent Children include:

- Children (married or unmarried) from birth to the last day of the month each child reaches age 26; and

- Children after age 26 if they were covered dependents and became disabled before age 26, live with you on a full-time basis, are dependent on you for support and are unable to sustain gainful employment. To apply for coverage for a disabled child, you must provide the Fund Office with proof of the child's disability before the child's 26th birthday. You may be asked to submit additional proof of the child's disability before coverage will be extended.

Children include your biological children, stepchildren, and adopted children, as well as children placed with you for adoption.

If you are eligible for Dependent Child coverage, and you are required by a Qualified Medical Child Support Order (QMCSO) to cover your Dependent Children, you will be allowed to enroll your Dependent Children in the Plan. Please review the "Qualified Medical Child Support Orders" section on page 38 for more information.

Once enrolled, the benefits to which your Dependent Children are entitled are outlined in the "What the Plan Covers" section of this booklet.

WHEN COVERAGE BEGINS

Benefits Other than Medical and Prescription Drug Coverage

Coverage for benefits other than medical and prescription drugs for Employees hired on or after April 17, 2005, begins on the first day of the month following a period of consecutive months of Qualifying Service according to the following table:

Type of Benefit	Coverage Begins 1 st of the Month After:
Life insurance benefits	6 months
Vision benefits	12 months
Legal benefits	18 months
Dental benefits	24 months

For information on when benefits began for Employees hired prior to April 17, 2005, please contact the Fund Office.

Medical and Prescription Drug Coverage for Part-time Employees (Not Including Service Clerks)

Coverage for medical and prescription drugs for eligible Part-time Employees continues month to month for as long as the Part-time Employee works at least one hour in Qualifying Service during the prior month.

Medical and Prescription Drug Coverage for Dependent Children of Eligible Part-time Employees

If you work the required number of hours in each Ongoing Measurement Period, coverage for eligible Dependent Children of Part-time Employees will continue throughout the Calendar Year that begins immediately following the completion of that Ongoing Measurement Period, provided that you enroll your Dependent Children prior to your enrollment deadline (you will be notified of this deadline in your enrollment materials). Unless terminated early for any of the reasons described in the “When Coverage Ends” section later in this SPD, your eligible Dependent Children will remain covered throughout the Calendar Year (which is also called the Ongoing Stability Period) regardless of the number of hours you work in the Ongoing Stability Period.

Eligibility for coverage of Dependent Children of Part-time Employees during each subsequent Ongoing Stability Period (or Calendar Year) is determined by your average paid hours in the immediately preceding Ongoing Measurement Period. This means that you must continue to average at least 30 paid hours per week during each Ongoing Measurement Period to maintain eligibility for Dependent Child coverage for the next Ongoing Stability Period (or Calendar Year).

Imputed Hours

If you are on an unpaid but legally-protected leave of absence during an Initial or Ongoing Measurement Period, for each week of such leave you will be credited with a number of hours that reflects the average weekly paid hours you worked in the month immediately preceding the protected leave. These imputed hours will be counted to determine whether you meet the eligibility requirements for coverage.

Enrollment and Employee Contribution Requirements

If the eligibility requirements listed above are met, Part-time Employees **must** enroll their Dependent Children, for coverage in the Plan each year during “open enrollment.” Your enrollment materials will provide more information on all your enrollment options, including the deadlines for completing enrollment. If enrollment is not completed prior to the deadline, your coverage for your Dependent Children will be waived for the remainder of the Calendar Year.

This type of event is called a “positive enrollment.” It requires that Part-time Employees who are eligible for Dependent Child coverage, whether actively at work or not, to affirmatively elect coverage provided by the Plan to Dependent Children of eligible Part-time Employees.

NOTE: If an Employee does not complete the enrollment process or chooses to waive coverage for his or her Dependent Children during an open enrollment period, the Dependent Children cannot enter the Plan until the next open enrollment period (unless the Dependent Children are eligible for a special enrollment period as described in the “Special Enrollment Rights” section below), provided that the Employee satisfies the eligibility requirements listed above during the applicable Ongoing Measurement Period.

Moving Between UFCW Local 1262–Represented Employers

If your employment ends with one contributing employer and you begin working within 30 days for an employer that contributes to another health fund affiliated with UFCW Local 1262, the coverage for which you are eligible will become effective on the first day of the month following your date of hire with the second employer. Refer to your specific collective bargaining agreement to determine if this applies to you.

To maintain continuous coverage during periods when moving between contributing employers or different health plans that will cause you to lose coverage, you should consider purchasing COBRA continuation coverage. See page 31 for more information on purchasing continued coverage through COBRA.

HOW TO ENROLL

Part-time Employees are automatically enrolled in coverage for the benefits they are eligible for.

Part-time Employees who are eligible for Dependent Child coverage must enroll their Dependent Children during the annual enrollment period described above and will be provided with the necessary enrollment materials upon request to the Fund Office. In addition to medical and prescription coverage, eligible Dependent Children may be enrolled in dental and vision coverage if the Employee is eligible for such coverage.

Employees and Dependent Children who are properly enrolled in the Plan are “Covered Persons.” Once enrolled, identification cards from the benefit carriers will be sent to Covered Persons.

If you do not enroll your Dependent Children during an open enrollment period, you may enroll them later only in accordance with the special enrollment rights described below.

Special Enrollment Rights for Life Events

You may request a special enrollment outside of open enrollment if you experience one of the following life events:

If:	Then:
<ul style="list-style-type: none"> You acquire a new Dependent Child through marriage, birth, or adoption or 	Coverage commences retroactive to the date of the event if you enroll within 30 days of the event. If you enroll more than 30 days after the event, coverage commences as of the first day of the month following the date notice is provided.
<ul style="list-style-type: none"> You or your dependent loses other group health plan coverage 	
You or a dependent: <ul style="list-style-type: none"> Loses eligibility for coverage under the state Children’s Health Insurance Program (CHIP) or Medicaid, or Becomes eligible for premium assistance under CHIP or Medicaid 	

Dependent Child Verification

For Dependent Child coverage to be effective, you must provide sufficient proof as requested by the Fund Office that the individual is your dependent and is eligible for coverage (such as marriage certificates and birth certificates). All required documentation related to proof **must** include date and/or year, the Employee’s name and the Dependent Child’s name.

You should send all enrollment documents:

By fax to: (973) 778-1725

By regular mail to: UFCW Local 1262 and ShopRite Welfare Fund Office
1389 Broad Street
Clifton, NJ 07013-4292

If Two or More Family Members Are Eligible for Coverage

No person will be eligible to be covered by this Plan for part-time Employees as both a Member and an eligible dependent, except under the Coordination of Benefits rules explained later in this SPD. If your eligible Dependent Child works part-time and qualifies for coverage, he or she may be enrolled as your Dependent Child instead of as an Employee. However, there is no maternity coverage for Dependent Children, except as otherwise required by law.

A Part-time Employee who is eligible to be enrolled as a Dependent Child must be enrolled as a Part-time Employee (and not as a Dependent Child) to have services connected to maternity care covered by the Plan.

If Family Members Are Eligible Under Different UFCW Local 1262 Funds

If both you and your spouse qualify for coverage with different health funds affiliated with UFCW Local 1262, your eligible children will be eligible Dependent Children of the parent whose birthday occurs earlier in the year.

COST FOR COVERAGE

Your employer must contribute to the Fund on your behalf for you to receive Plan benefits.

You must make Employee contributions as established from time to time by the Trustees for Dependent Child coverage.

CLAIMS AND APPEALS PROCEDURES

This section describes the procedures for filing claims for Plan medical benefits. It also describes the procedure for you to follow if your claim is denied in whole or in part and you wish to appeal that decision.

Fraud

The Board of Trustees reserves the right to cancel or rescind fund coverage for anyone, who willfully and knowingly engages in any activity intended to defraud the Plan, to the maximum extent permitted by applicable law. Failure to follow the terms of the Plan, such as failing to notify the Fund of a change in dependent status, accepting benefits after your eligibility ends or failing to notify the Fund of other coverage in which you or your dependent is enrolled, will be considered fraud and the Fund will seek reimbursement.

Assignment of Benefits

Generally, you may not assign your rights under ERISA to a third party, except that you may assign your rights under ERISA to a provider that rendered services to you, but only with respect to the particular claim for which that provider rendered services. Unless required by law, no other assignments will be considered valid.

Claims for Benefits

A claim for benefits is a request for Plan benefits that is made in accordance with the Plan's claims procedures. All claims must be submitted in the format prescribed by the Fund's Board of Trustees within 12 months following receipt of the health care service, treatment or product to which the claim relates. In no event (except if you are legally incapacitated) will a claim be accepted more than 12 months after the date of receipt of the service, treatment or product to which the claim relates. **Any claims that are not submitted within this time frame will be denied as untimely.** A claim will be considered to be filed on the date it is received by the proper recipient, as indicated below.

The following are not considered claims for benefits:

- Inquiries about Plan provisions or eligibility rules that are unrelated to any specific benefits claims, and
- A request for prior approval of a benefit that does not require prior approval.

Such inquiries should be directed to and will be handled by the appropriate "claims-processing entity" (described below).

How to File Claims

All claims must be submitted to the appropriate claims-processing entity listed below:

Dental Claims

Horizon Blue Cross Blue Shield of New Jersey Dental Programs
P.O. Box 1311
Minneapolis, MN 55440-1311

Hospital/Medical Claims

Horizon Blue Cross Blue Shield of New Jersey
P.O. Box 1219
Newark, NJ 07101-1219

Legal Services Claims

ARAG
Attn: Claims Dept.
500 Grand Avenue, Suite 100
Des Moines, IA 50309

Life Insurance Claims

USABLE Life
P.O. Box 1650
Little Rock, AR 72203-1650

Mental Health/Substance Use Disorder Claims

Beacon Health Options (formerly known as Value Options)
P.O. Box 1850
Hicksville, NY 11802-1850

Prescription Drug Claims

Express Scripts
Attn: Commercial Claims
P.O. Box 14711
Lexington, KY 40512-4711

Vision Claims

Davis Vision
Vision Care Processing Unit
P.O. Box 1525
Latham, NY 12110

Claim Forms

All claims for benefits must be submitted on a claim form, which may be a form submitted electronically. You can obtain a claim form from the claims administrator or claims-processing entity (contact information above), or you may contact the Fund Office if the claims administrator cannot assist you. All claim forms must be properly completed and include the following information to be considered a valid claim:

- Member name

- Patient name
- Patient date of birth
- Social Security number of Employee
- Date of Service
- CPT-4 (the code for physician services and other health care services found in the Current Procedural Terminology as maintained and distributed by the American Medical Association)
- ICD-9 (the diagnosis code found in the International Classification of Diseases, Clinical Modification as maintained and distributed by the U.S. Department of Health and Human Services)
- Billed charge(s)
- Number of units (for anesthesia and certain other claims)
- Federal taxpayer identification number (TIN) of the Provider
- Billing name and address of the Provider

Authorized Representatives

You may appoint an authorized representative to take action on your behalf, such as completing claim forms. To do so, you must notify the appropriate claims-processing entity and the Fund Office in writing of the representative's name, address, and telephone number and authorize the release of information (which may include medical information) to your representative. You may be required to provide additional information to verify that your representative is authorized to act on your behalf. A health care professional with knowledge of your medical condition may act as an authorized representative in connection with an Urgent Care Claim (as described below) without you having to complete an authorized representative form.

Please contact the Fund Office for an authorized representative form.

Reviewing Claims

In making decisions on claims and appeals, the appropriate claims-processing entity will apply the terms of the Plan and any applicable guidelines, rules and schedules. The Plan's procedures and time limits for processing claims and for deciding appeals will vary depending upon the type of claim, as explained below. However, the appropriate claims-processing entity may also request that you voluntarily allow for an extended period for the claims-processing entity to make a decision on your claim or your appeal.

Types of Claims

Pre-Service Claims

A Pre-Service Claim is any claim for benefits under the Plan the receipt of which is conditioned, in whole or in part, on the approval of the benefits before you receive the medical care. You will be notified of a decision on your Pre-Service Claim (whether approved or denied) within 15 days of receipt by the claims-processing entity of a properly completed claim form unless additional time is needed. The time for response may be extended for up to an additional 15 days if necessary due to matters beyond the control of the appropriate claims-processing entity. You will receive written notification of such extension before the end of the initial 15-day period. The notice of an extension will set forth the circumstances requiring an extension of time and the date by which a decision is expected to be made.

If you improperly file a Pre-Service Claim, you will be notified within five days after receipt of the claim of the proper procedures to refile the claim. If the claim is not properly refiled, it will not constitute a claim. If an extension is necessary due to your failure to submit the information required to decide the claim, the notice of extension will specifically describe the required information, and you will be given 45 days from receipt of the notice to provide the requested information.

If you do not provide the information requested or do not properly refile your claim, your claim will be decided based on the information available. During this 45-day period, the deadline for making a decision on your claim will be suspended from the date of the extension notice for either 45 days or until the date on which your response is received, whichever is earlier. The appropriate claims-processing entity will then have 15 days to make a decision on your Pre-Service Claim and notify you of its determination.

Urgent Care Claims

An Urgent Care Claim is a Pre-Service Claim that requires a shortened time frame for making a determination because a longer time frame could:

- Seriously jeopardize your or your Dependent Child's life or health or your or your Dependent Child's ability to regain maximum function; or
- In the opinion of a Provider with knowledge of your or your Dependent Child's medical condition, subject you or your Dependent Child to severe pain that cannot be adequately managed without the treatment that is the subject of the claim.

If your Urgent Care Claim is filed improperly, you will be notified of the problem (either orally or in writing, unless you request it in writing) within 24 hours of the date you filed the claim. You will be notified of the decision on your Urgent Care Claim (whether approved or denied) as soon as possible, taking into account the medical exigencies, but not later than 72 hours after the claim is received, unless you fail to provide sufficient information to determine whether, or to what extent, benefits are covered under the Plan.

If more information is needed to decide your Urgent Care Claim, you will be notified of the specific information necessary to complete the claim within 24 hours after receipt of the claim by the appropriate claims-processing entity. You will then have up to 48 hours to provide the requested information. You will be notified of the decision within 48 hours after the earlier of:

- The Fund's receipt of the specified information, or, if earlier,
- The end of the period you were given to provide the specified information.

Concurrent Care Claims

A Concurrent Care Claim is a claim that is reconsidered after an initial approval was made, and that results in a reduction, termination or extension of the approved benefit. An example of a Concurrent Care Claim is an inpatient Hospital stay that was initially certified for five days and is reviewed at three-day intervals to determine if additional days are appropriate. In this case, the decision to reduce, end, or extend treatment is being made while treatment is taking place.

If your Concurrent Care Claim is an Urgent Care Claim, it will be decided as soon as possible. The decision will take into account medical circumstances and will be subject to the rules for Urgent Care Claims (see above), except that you will be notified of the decision (whether approved or denied) within 24 hours after receipt of the claim, so long as the claim is properly filed at least 24 hours before the end of the previously approved period or number of treatments.

Post-Service Claims

A Post-Service Claim is any claim submitted for payment after health services and treatment have already been obtained. If your Post-Service Claim is denied, in whole or in part, you will be notified of the claim denial within 30 days after the claim is received. The period for a decision may be extended for up to 15 additional days due to matters beyond the control of the appropriate claims-processing entity, provided that you will receive advance written notice of such extension before the end of the initial 30-day period. The notice of an extension will set forth the circumstances requiring an extension of time and the date by which a decision is expected to be made.

If an extension is necessary due to your failure to submit the information required to decide the claim, the notice of extension will specifically describe the required information, and you will be given 45 days from receipt of the notice to provide the requested information. If you do not provide the information requested, your claim will be decided based on the information available. During this 45-day period, the deadline for making a decision on your claim will be suspended for either 45 days or until the date on which your response is received, whichever is earlier.

Claims Denial Notification

You will be provided with a written notice of any denial of a claim, whether denied in whole or in part, which will include the following information:

- information sufficient to identify the claim, including the date of service, the health care Provider, the claim amount (if applicable), and a statement describing the availability, upon written request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning;
- the specific reason(s) for the denial, including any denial code and its corresponding meaning;
- a reference to the specific Plan provision(s) on which the denial is based, including a description of the Plan's standard, if any, that was used in denying the claim;

- an explanation of whether an internal rule, guideline, protocol or similar criterion was relied upon in making the determination, and a statement that you may obtain free of charge a copy of such rule, guideline, protocol or similar practice or procedure upon request;
- if the denial of the claim was based on a medical necessity or Experimental treatment or similar exclusion or limit, either an explanation of the clinical or scientific reasoning for denial of the claim or a statement that it will be provided to you free of charge upon request;
- a description of any additional material or information necessary to process the claim, and an explanation of why the material or information is necessary;
- a description of the appeal procedures (including voluntary appeals, if any) and external review process and applicable time limits, including a statement that the decision will be final unless it is appealed;
- a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review and the time limits for doing so and that any such action must be brought in the federal district court for the state of New Jersey; and
- for Urgent Care Claims, the notice will describe the expedited review process applicable to Urgent Care Claims (you may first be provided this information over the phone or in person, with written notification to follow).

Appealing a Denied Claim

First-Level Appeal

If your claim was denied because you were not eligible for benefits, you may appeal that decision by filing a written appeal with the Trustees. You must file such an appeal within 180 days after the date of the decision made on the claim.

If your claim is denied for any other reason, such as because the service or treatment was not covered, and you disagree with the decision on the claim, including how much the Plan paid on the claim, you must file an appeal with the following claims reviewers as explained below:

For medical/Hospital claims, you can file an appeal with Horizon. Your request for review must be made in writing to Horizon at P.O. Box 317, Newark, NJ 07101 within 180 days after you receive notice of denial. Appeals involving Urgent Care Claims may be made orally by calling Horizon at (800) 355-2583.

If your appeal involves an Urgent Care Claim, you may request an expedited external review with an Independent Review Organization (IRO) (described below) at the same time an appeal is submitted for an Urgent Care Claim.

If your claim for mental health/substance use disorder benefits is denied in whole or in part, you have 180 days to appeal that denial to Beacon Health Options, Administrative Level 1 Appeal, P.O. Box 1851, Hicksville, NY 11802-1851.

If your claim for prescription drug benefits is denied in whole or in part, you have 180 days to appeal that denial to the Trustees in care of the Fund Office, 1389 Broad Street, Clifton, NJ 07013.

If your claim for dental benefits is denied in whole or in part, you have 180 days to appeal that denial to Horizon's Appeals Coordinator, P.O. Box 1311, Minneapolis, MN 55440-1311.

If your claim for vision benefits is denied in whole or in part, you have 180 days to appeal that denial to Davis Vision, Inc., Complaints and Appeals Dept., P.O. Box 791, Latham, NY 12110.

If your claim for life insurance benefits is denied in whole or in part, you have 180 days to appeal that denial to USAble Life, P.O. Box 1650, Little Rock, AR 72203-1650.

If your claim for legal services benefits is denied in whole or in part, you have 60 days to appeal that denial to ARAG, Attn: Appeals, 500 Grand Avenue, Suite 100, Des Moines, IA 50309.

Second-Level Appeal for Post-Service Medical, Mental Health, Prescription Drug and Dental Claims Only

If you disagree with the decision on the first-level appeal on your post-service medical, mental health/substance use disorder, prescription drug or dental claim, you may appeal to the Trustees. Note that either the Trustees or their designee will make a determination as to your second-level appeal. The second-level appeal is voluntary, but if you wish file a second-level appeal, you must do so within 180 days after the date of the decision made on the first level appeal. You are encouraged, but not required, to file a second-level appeal to the Trustees before you seek external review or file suit in federal court.

In support of your appeal at both the first and second levels, you have the right to:

- present evidence and written testimony relating to your claim, including written comments, documents, records, and other information relating to your claim for benefits;
- upon request, obtain reasonable access to, and free copies of, all documents, records, and other information relevant to your claim for benefits; and
- review your claim file.

In making a decision on review, the reviewer will review and consider all comments, documents, records, and other information submitted by you or your duly authorized representative without regard to whether such information was submitted or considered during the initial claim determination.

In reviewing your claim, the reviewer will not automatically presume that the initial decision was correct but will independently review your appeal.

If any new or additional evidence is considered in connection with your appeal, that evidence will be provided to you, free of charge, as soon as possible, and you will be given an opportunity to respond. Further, if the decision is based on a new or additional rationale, you will receive an explanation of the rationale, and you will be given an opportunity to respond before a final determination is made on your appeal.

In addition, if the initial decision was based in whole or in part on a medical judgment (including a determination whether a particular treatment, drug, or other item is Experimental, Investigational, or not Medically Necessary and Appropriate), the reviewer will consult with a health care professional in the appropriate medical field who was not the person consulted in the initial claim (or a subordinate of such person) and will identify the medical or vocational experts who provided advice on the initial claim.

Notification of Decision on Appeal

In the case of an appeal of an Urgent Care Claim, the reviewer will notify you of the decision on your appeal within 72 hours after receipt of your appeal.

In the case of an appeal of a Pre-Service Claim or a Concurrent Care Claim for medical services, Horizon will notify you of the decision regarding your appeal within 15 days after receipt of your appeal.

In the case of an appeal of a Pre-Service Claim for prescription drugs, Express Scripts will notify you of the decision regarding your appeal within 15 days after receipt of your appeal.

In the case of an appeal of a prescription drug claim, a claim that was denied for eligibility or coverage reasons, or for a second-level appeal of a Pre-Service Claim or a Post-Service Claim, the Trustees or a duly appointed subcommittee of the Trustees will hear your appeal at their next regularly scheduled meeting that is at least 30 days after your appeal is received by the Trustees. If special circumstances require an extension of the time for review, you will be notified in writing of the circumstances requiring the extension and the date on which a decision is expected. In no event will a decision be made later than the third meeting after receipt of your appeal. The Trustees will send you a written notice of their decision (whether approved or denied) within five days of the date on which the decision is made.

If your appeal is denied, you will be notified of the following:

- information sufficient to identify the claim, including the date of service, the health care Provider, the claim amount (if applicable), and a statement describing the availability, upon written request, of the diagnosis code and its corresponding meaning, and the treatment code and its corresponding meaning;
- the specific reason(s) for the denial, including any denial code and its corresponding meaning;
- a reference to the specific Plan provision(s) on which the denial is based, including a description of the Plan's standard, if any, that was used in denying the claim;
- an explanation of whether an internal rule, guideline, protocol or similar criterion was relied upon in making the determination, and a statement that you may obtain free of charge a copy of such rule, guideline, protocol or similar practice or procedure upon request;
- if the denial of the claim was based on a medical necessity or Experimental treatment or similar exclusion or limit, either an explanation of the clinical or scientific reasoning for denial of the claim or a statement that such explanation will be provided to you free of charge upon request;
- a description of any additional material or information necessary to perfect the claim, and an explanation of why the material or information is necessary;
- a description of the appeal procedures (including voluntary appeals, if any) and external review process and applicable time limits, including a statement that the decision will be final unless it is appealed; and
- a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review and the time limits for doing so, and that any such action must

be brought in the federal district court for the state of New Jersey within 3 years of the date on which your appeal is denied.

The Trustees have the power and sole discretion to interpret, apply, construe, and amend the provisions of the Plan and make all factual determinations regarding the construction, interpretation, and application of the Plan. The Trustees have authority to delegate that power and discretion to the claims reviewers on first-level appeals, to a subcommittee on second-level appeals and to the Fund Office on second level appeals challenging the amount paid to out-of-network providers. Except as explained below regarding external reviews, the decision of the claims reviewers (or with respect to a second level appeal, the Trustees or their designee) is final and binding.

External Review of Denied Medical, Mental Health or Prescription Drug Claims

If your claim for medical, mental health/substance use disorder or prescription drug benefits has been denied and if you have followed the Fund's internal claims and appeal procedures as described above, you may be entitled to appeal the decision to an Independent Review Organization (IRO). External review is limited to claims involving medical judgment (e.g., lack of medical necessity, or a determination that a claim is Experimental or cosmetic) or a rescission of coverage. No other denials will be reviewed by an IRO unless otherwise required by law.

A request for external review must be filed within four months after you receive notice of the denial of your appeal (or, if earlier, by the first day of the fifth month after receipt of the decision on your appeal). Requests for external review must be filed with the Fund Office.

Preliminary Review. Within five business days of receiving your request for an external review, the Fund Office will complete a preliminary review of your request to determine whether it is eligible for external review (e.g., whether you have exhausted the Plan's claims and appeals procedures and provided all the necessary information).

Within one business day after the preliminary review is completed, you will be notified whether the claim is eligible for external review, including if required by law, and that the preliminary review may be referred to an IRO to determine whether the claim involves medical judgment. If your external review request is complete but your claim is not eligible for external review, you will receive a notice stating the reason(s) why it is not eligible, and you will receive contact information for the Employee Benefits Security Administration of the Department of Labor if you have any follow-up. If your external review request is not complete, the notice will describe the information or materials needed to make your request complete. You may submit additional required information within the original four-month filing period, or within the 48-hour period following your receipt of the decision regarding your eligibility for external review, whichever is later.

Referral to an IRO. If your external review request is complete and your claim is eligible for external review, your claim will be forwarded to an IRO for review. The IRO will notify you in writing that your claim has been accepted for external review.

You are permitted to submit in writing to the assigned IRO, within 10 business days following the date you receive the initial notice from the IRO, additional information that you want the IRO to consider when conducting the external review. The IRO may, but is not required to, accept and consider additional information submitted after 10 business days. If you choose to submit such information, within one business day the assigned IRO will forward the information to the Fund Office. Upon receipt of any such

information, your claim that is subject to external review may be reconsidered by the Trustees. Reconsideration will not delay the external review. The external review may be terminated as a result of the reconsideration only if the Trustees decide upon completion of their reconsideration to reverse their denial and provide payment. Within one business day after making such a decision, you and the assigned IRO will receive written notice of the decision. Upon receipt of such notice, the assigned IRO will terminate the external review.

In making its decision, the IRO will review all of the information and documents it timely receives and will not be bound by any decisions or conclusions reached during the internal claims and appeals process. In addition, the IRO may consider additional information relating to your claim to the extent the information is available and the IRO considers it to be relevant.

The IRO will provide you with written notice of its decision within 45 days after it receives the request for review. The IRO's decision notice will contain:

- a general description of the claim and the reason for the external review request;
- the date the IRO received the external review assignment and the date of the IRO's decision;
- reference to the evidence considered in reaching the IRO's decision;
- a discussion of the principal reason(s) for the IRO's decision, and any evidence-based standards that were relied on in making its decision;
- a statement that the determination is binding except to the extent that other remedies may be available under state or federal law;
- a statement that judicial review may be available to you; and
- contact information for any applicable consumer assistance office.

Upon request, the IRO will make available to you its records relating to your request for external review, unless such disclosure would violate state or federal privacy laws.

Reversal of the Plan's Decision. If the IRO issues a final decision that reverses the Plan's decision, the Plan will pay the claim.

Expedited IRO Review of Denied Claims

You may request an expedited IRO review of an Urgent Care Claim denial, or of an appeal denial involving an emergency admission, continued stay, or emergency service, if you have not yet been discharged from the facility. You may request an expedited IRO review at the same time an appeal is submitted.

Immediately upon receiving your request for an expedited IRO review, a determination will be made as to whether your request is eligible for external review as described above. The Fund Office will immediately send you a notice of the claim's eligibility determination.

If your claim is determined to be subject to external review, the IRO will provide a decision as soon as possible under the circumstances but no more than 72 hours after receiving the expedited request for review.

Special Affordable Care Act (ACA) Requirements

Notwithstanding the foregoing, the Plan will comply with the applicable requirements of the ACA in connection with medical claims, including but not limited to the following:

- *Adverse Benefit Determination.* The definition of “adverse benefit determination” shall include having a rescission of coverage, regardless of whether the rescission had an adverse effect on any particular benefit;
- *Right to Review Claim File.* You shall be given the right to review your claim file, including access to and copies of documents, records, and other information relevant to your claim;
- *Opportunity to Present Evidence and Testimony.* You shall be given the opportunity to present evidence and testimony as part of the appeals process. The terms “evidence” and “testimony” shall be interpreted in accordance with Department of Labor guidance;
- *Disclosure of New Rationale and Opportunity to Respond.* In the event the Trustees (or the subcommittee hearing an internal appeal of an adverse benefits determination on behalf of the Plan) consider, rely upon, or generate new or additional evidence in connection with the claim, or are considering a new or additional rationale for the denial of the claim at the internal claims appeal stage, the Trustees (or a subcommittee) will advise you in advance of the determination of the new evidence or rationale being considered, and shall allow you no less than 45 days to respond to such new evidence or rationale, except with respect to appeals of Urgent Care Claims, in which event you will be provided no less than two days to respond to the new evidence or rationale; and
- *No Conflict of Interest.* To the extent personnel of the Fund Office are involved in the claims process, the Trustees will not consider in connection with any decision regarding the hiring, compensation, promotion, termination or other similar matters with respect to an individual involved, directly or indirectly, with the evaluation or determination of your claims or appeals, whether or not such individual is likely to support the denial of benefits to you.

Exhaustion and Statute of Limitations

You must use and exhaust the Plan’s administrative claims and appeals procedure before bringing a suit in New Jersey federal court. Similarly, if you do not follow the Plan’s claims procedures in a timely manner, you will lose your right to bring a lawsuit regarding an adverse benefit determination. You do not have the right to assign your claim to any other party; however, as a convenience to you, a Provider, as your authorized representative, may submit for benefits on your behalf. If the Provider, as your authorized representative, seeks benefits on your behalf, he or she is only entitled to what you would be entitled to under the Plan and shall not have any rights greater than yours.

The decision under the Plan will be final and conclusive on all persons claiming benefits under the Plan, subject to applicable law. If you challenge the final decision, a review by a court of law will be limited to the facts, evidence, and issues presented during the claims procedure. Facts and evidence that become

known to you after having exhausted the appeals procedure under the Plan may be submitted for reconsideration of the appeal in accordance with the time limits established above. Issues not raised during the appeal will be deemed waived.

Any claim or lawsuit related to benefits under the Plan must be brought in the correct court no later than 36 months after the date on which your appeal is denied.

Any claim or action filed after this deadline will be time-barred.

OTHER BENEFIT SOURCES AND COORDINATION OF BENEFITS

Medicare

Medicare is a government-provided health insurance plan for individuals:

- Age 65 or older, whether they are retired or continue to work; or
- Who are disabled and have received Social Security disability benefits for 24 months, have ALS (Amyotrophic Lateral Sclerosis, also called Lou Gehrig's disease), or have permanent kidney failure.

Medicare has the following parts:

- Part A – (Original Medicare) provides Hospital insurance;
- Part B – (Original Medicare) provides non-Hospital medical insurance;
- Part C – Medicare Advantage plans, which are available in many areas (that you can elect instead of Parts A and B, if available); and
- Part D – Prescription drug coverage.

Your Coverage Options If You Continue Working After Age 65

If you continue in employment as a Covered Person after age 65, you can choose to:

- Keep the Plan as your only coverage.
- Keep the Plan as your primary coverage, with Medicare as your secondary coverage. In this case, all claims should be submitted to the Plan first. Medicare would then consider any remaining expenses.
- Elect Medicare as your only coverage. In this case, you must notify the Fund Office and sign a waiver of coverage for Plan benefits. Once you sign the waiver, medical and prescription drug coverage under the Plan stops for you and your enrolled Dependent Children; you will have the option of either continuing or dropping dental and/or vision coverage for yourself and your enrolled Dependent Children as well. If you elect to waive medical, prescription, dental and/or vision coverage, you will not be able get back into the Plan in the future unless you have an event that would qualify you for a HIPAA Special Enrollment Right described on page 10.

Subrogation and Third-Party Reimbursement

The Fund does not cover any expenses that are related to an injury or illness for which a third party is responsible. The Fund also does not cover any expenses for which other non-group medical benefits (including automobile insurance), or medical expense type coverage, is available. However, since recovery from third parties is often time consuming, as a service to you, the Fund will pay claims for which a third party is responsible under the following terms and conditions.

You are required to notify the Fund within ten days of any accident or injury for which someone else may be liable. Further, the Fund must be notified within ten days of the initiation of any lawsuit or settlement negotiations relating to the accident and of the conclusion of any settlement, judgment or payment relating to the accident to protect the Fund's claims.

If you or your Dependent Children receive any benefit payments from the Fund for any injury or illness, and you or your dependent recover any amount from any third party or parties in connection with such injury or illness, you or your Dependent Children must reimburse the Fund from that recovery the total amount of all benefit payments the Fund made or will make on your or your Dependent Children's behalf in connection with such injury or illness.

Also, if you or your Dependent Children receive any benefit payments from the Fund for any injury or illness, the Fund is subrogated to all rights of recovery available to you or your Dependent Children arising out of any claim, demand, cause of action or right of recovery that has accrued, may accrue or which is asserted in connection with such injury or illness, to the extent of any and all related benefit payments made or to be made by the Fund on your or your Dependent Children's behalf. This means that the Fund has an independent right to bring an action in connection with such injury or illness in your or your Dependent Children's name and also has a right to intervene in any such action brought by you or your Dependent Children, including any action against an insurance carrier under any uninsured or underinsured motor vehicle policy.

The Fund's rights of reimbursement and subrogation apply regardless of the terms of the claim, demand, right of recovery, cause of action, judgment, award, settlement, compromise, insurance or order, regardless of whether the third party is found responsible or liable for the injury or illness, and regardless of whether you and/or your Dependent Children actually receive the full amount of such judgment, award, settlement, compromise, insurance or order. The Fund's rights of reimbursement and subrogation provide the Fund with first priority to any and all recoveries in connection with the injury or illness, whether such recovery is full or partial and no matter how such recovery is characterized, why or by whom it is paid, or the type of expense for which it is specified. This recovery includes amounts payable under your own uninsured motorist insurance, under insured motorist insurance, or any medical pay or no-fault benefits payable. The "make-whole" doctrine does not apply to the Fund's rights of reimbursement and subrogation. The Fund's rights of reimbursement and subrogation are for the full amount of all related benefits payments; this amount is not offset by legal costs, attorney's fees or other expenses incurred by you or your Dependent Children in obtaining recovery.

The Fund has a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any amount received by you, your Dependent Children or a representative of you or your Dependent Children (including an attorney) that is due to the Fund under this Section, and any such amount is deemed to be held in trust by you or your Dependent Children for the benefit of the Fund until paid to the Fund. You and your Dependent Children hereby consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any payment, amount and/or recovery from a third party and in accordance with that constructive trust, lien, and/or equitable lien by agreement, you and your Dependent Children agree to cooperate with the Fund in reimbursing it for Fund costs and expenses.

Consistent with the Fund's rights set forth in this section, if you or your Dependent Children submit claims for or receive any benefit payments from the Fund for an illness or injury that may give rise to any claim against any third party, you will be required to execute a "Subrogation, Assignment of Rights, and Reimbursement Agreement" ("Subrogation Agreement") affirming the Fund's rights of reimbursement and subrogation with respect to such benefit payments and claims. This Subrogation Agreement also must also be executed by your or your Dependent Children's attorney, if applicable. Alternatively, if you or your Dependent Children or a representative of you or your Dependent Children (including your or your dependent's attorney) fail or refuse to execute the required Subrogation Agreement and the Fund nevertheless pays benefits to or on behalf of you or your Dependent Children, you or your Dependent Children's acceptance of such benefits shall constitute your or your Dependent Children's agreement to the Fund's right to subrogation or reimbursement from any recovery by you or your Dependent Children from a third party that is based on the circumstance from which the expense or benefit paid by the Fund arose, and your or your Dependent Children's agreement to a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund on any payment amount or recovery that you or your Dependent Children recovers from a third party.

Any refusal by you or your Dependent Children to allow the Fund a right to subrogation or to reimburse the Fund from any recovery you receive, no matter how characterized, up to the full amount paid by the Fund on your or your Dependent Children's behalf relating to the applicable illness or injury, will be considered a breach of the agreement between the Fund and you that the Fund will provide the benefits available under the Plan and you will comply with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Dependent Children affirmatively waive any defenses you may have in any action by the Fund to recover amounts due under this Section or any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

Because benefit payments are not payable unless you sign a Subrogation Agreement, your or your Dependent Children's claim will not be considered filed and will not be paid if the period for filing claims passes before your Subrogation Agreement is received.

Further, the Plan excludes coverage for any charges for any medical or other treatment, service or supply to the extent that the cost of the professional care or hospitalization may be recovered by, or on behalf of, you or your Dependent Children in any action at law, any judgment compromise or settlement of any claims against any party, or any other payment you, your Dependent Children or your attorney may receive as a result of the accident or Injury, no matter how these amounts are characterized or who pays these amounts, as provided in this Section.

Under this provision, you and/or your Dependent Children are obligated to take all necessary action and cooperate fully with the Fund in its exercise of its rights of reimbursement and subrogation, including notifying the Fund of the status of any claim or legal action asserted against any party or insurance carrier and of your or your Dependent Children's receipt of any recovery. If you are asked to do so, you must contact the Fund Office immediately. You or your Dependent Children also must do nothing to impair or prejudice the Fund's rights. For example, if you or your Dependent Children chooses not to pursue the liability of a third party, you or your Dependent Children may not waive any rights covering any conditions under which any recovery could be received. If you are asked to do so, you must contact

the Fund Office immediately. Where you or your eligible Dependent Children chooses not to pursue the liability of a third party, the acceptance of benefits from the Fund authorizes the Fund to litigate or settle your claims against the third party. If the Fund takes legal action to recover what it has paid, the acceptance of benefits obligates you and your dependent (and your attorney if you have one) to cooperate with the Fund in seeking its recovery, and in providing relevant information with respect to the accident.

You or your Dependent Children must also notify the Fund before accepting any payment prior to the initiation of a lawsuit or in settlement of a lawsuit. If you do not, and you accept payment that is less than the full amount of the benefits that the Fund has advanced you, you will still be required to repay the Fund, in full, for any benefits it has paid. The Fund may withhold benefits if you or your Dependent Children waives any of the Fund's rights to recovery or fail to cooperate with the Fund in any respect regarding the Fund's subrogation rights.

If you or your Dependent Children refuse to reimburse the Fund from any recovery or refuse to cooperate with the Fund regarding its subrogation or reimbursement rights, the Fund has the right to recover the full amount of all benefits paid by any and all other methods which include, but are not necessarily limited to, offsetting the amounts paid against your and/or any of your Dependent Children's future benefit payments under the Plan. "Non-cooperation" includes the failure of any party to execute a Subrogation Agreement and the failure of any party to respond to the Fund's inquiries concerning the status of any claim or any other inquiry relating to the Fund's rights of reimbursement and subrogation.

If the Fund is required to pursue legal action against you or your Dependent Children to obtain repayment of the benefits advanced by the Fund, you or your Dependent Children shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any amounts owed to the Fund or the enforcement of any of the Fund's rights to reimbursement. In the event of legal action, you or your Dependent Children shall also be required to pay interest at the rate determined by the Trustees from time to time from the date you become obligated to repay the Fund through the date that the Fund is paid the full amount owed. The Fund has the right to file suit against you in any state or federal court that has jurisdiction over the Fund's claim.

Overpayment of Benefits

If the Fund pays benefits in error, such as when the Fund pays for benefits to which you are not entitled, or if the Fund advances benefits that you or your Dependent Children are required to reimburse because, for example, you have received a third-party recovery (see the Subrogation Section of this SPD), you are required to reimburse the Fund in full and the Fund shall be entitled to recover any such benefits.

The Fund shall have a constructive trust, lien and/or an equitable lien by agreement in favor of the Fund on any overpaid or advanced benefits received by you, your Dependent Children or a representative of you or your Dependent Children (including an attorney) that is due to the Fund under this Section, and any such amount is deemed to be held in trust by you or your Dependent Children for the benefit of the Fund until paid to the Fund. By accepting benefits from the Fund, you and your Dependent Children consent and agree that a constructive trust, lien, and/or equitable lien by agreement in favor of the Fund exists with regard to any overpayment or advancement of benefits, and in accordance with that

constructive trust, lien, and/or equitable lien by agreement, you and your Dependent Children agree to cooperate with the Fund in reimbursing it for all of its costs and expenses related to the collection of those benefits.

Any refusal by you or your Dependent Children to reimburse the Fund for an overpaid amount will be considered a breach of your agreement with the Fund that the Fund will provide the benefits available under the Plan and you will comply with the rules of the Fund. Further, by accepting benefits from the Fund, you and your Dependent Children affirmatively waive any defenses you may have in any action by the Fund to recover overpaid amounts or amounts due under any other rule of the Plan, including but not limited to a statute of limitations defense or a preemption defense, to the extent permissible under applicable law.

If you or your Dependent Children refuse to reimburse the Fund for any overpaid amount, the Fund has the right to recover the full amount by any and all methods which include, but are not necessarily limited to, offsetting the amounts paid against your and/or any of your Dependent Children's future benefit payments under the Plan. For example, if the overpayment or advancement was made to you as the Fund Participant, the Fund may offset the future benefits payable by the Fund to you and any of your Dependent Children. If the overpayment or advancement was made to your Dependent Children, the Fund may offset the future benefits payable by the Fund to you and any of your Dependent Children.

The Fund also may recover any overpaid or advanced benefits by pursuing legal action against the party to whom the benefits were paid. If the Fund is required to pursue legal action against you or your Dependent Children to obtain repayment of the benefits advanced by the Fund, you or your Dependent Children shall pay all costs and expenses, including attorneys' fees and costs, incurred by the Fund in connection with the collection of any amounts owed the Fund or the enforcement of any of the Fund's rights to reimbursement. In the event of legal action, you or your Dependent Children shall also be required to pay interest at the rate determined by the Trustees from time to time from the date you become obligated to repay the Fund through the date that the Fund is paid the full amount owed. The Fund has the right to file suit against you in any state or federal court that has jurisdiction over the Fund's claim.

Coordination of Benefits

The coordination of benefits provisions applies when you or your Dependent Child is covered under more than one plan. It is designed so that reimbursement from the Fund and the other plan will not be more than 100% of the expense you or your Dependent Child incurs.

Other plans include:

- Group blanket or franchise insurance coverage
- Hospital service prepayment plan, medical service prepayment plan or group practice plan
- Any coverage under a labor-management trusteed plan, union welfare plan, or employer organization or employee benefit organization plan

- Any coverage under governmental programs to the extent permitted by law, and any coverage required or provided by any statute
- Any coverage sponsored by or provided through a school or other educational institution
- Any personal insurance
- Any plan considered an “excess” plan
- Any other group health plan or individual plan, including those purchased through the Health Insurance Marketplace
- Medical payments available through a homeowner’s insurance policy

If you or an enrolled Dependent Child incurs a Covered Charge that is covered by the Plan and another plan that is self-funded, the following rules apply:

- The plan covering the claimant as an Employee will be primary and have its benefits determined before the plan covering the claimant as a dependent.
- The primary plan will pay benefits first, then the secondary plan will pay the difference between the Covered Charge and the amount paid by the other plan.

If you or an enrolled Dependent Child incurs a Covered Charge that is covered by the Plan and any other plan that is not self-funded, the following rules apply:

- The other plan will be primary, and the Plan will be secondary.
- The Plan will pay the difference between the Covered Charge and the amount paid by the other plan

In no event will the Plan pay more than it would have paid if it had been the only source of coverage.

There is a special rule for automobile insurance. The Plan will be secondary to any “no-fault” or other automobile insurance coverage for medical or dental care, even if you or your Dependent Child elects that the automobile insurance coverage be the secondary payor. If you or your Dependent Child decline to select health care coverage that is available under your automobile insurance policy, this Plan will only pay benefits secondary, if at all. As an example, if you are in a single car automobile accident and incur covered medical expenses of \$100,000, and your automobile insurance has health care coverage up to \$50,000 with a \$2,000 deductible, the Plan will only pay a maximum of \$2,000 in covered medical expenses even if you elected to have the automobile insurance coverage to pay secondary and then nothing until you have exhausted your \$50,000 coverage limit. Any payments made by the Fund are subject to the Fund’s right of subrogation and reimbursement.

LENGTH OF COVERAGE

When Coverage Ends

For You

You are covered under the Plan until 12:01 a.m. Eastern Time on the earliest of the following dates:

- The date you stop actively working in Qualifying Service;
- The date you no longer qualify for coverage under the Plan;
- The date you cease to qualify for COBRA because you fail to elect coverage or fail to make the required self-payment as specified in your COBRA entitlement notice; or
- The date the Plan terminates.

If you are on an approved disability leave of absence, all benefits you were receiving at the time you left Qualifying Service because of the disability (except Legal Services Plan benefits) will continue for 90 days after you leave Qualifying Service for the approved leave of absence. Legal Services Plan benefits will terminate at the end of the month in which you leave Qualifying Service because of a disability. If you return to work after your coverage has ended, coverage will start again on the first day of the month after you return to employment with a contributing employer in a position covered by this plan.

For Your Dependent Children

Your Dependent Children's coverage normally ends when your coverage ends. Coverage for Dependent Children will also end on the earliest of:

- The date you fail to pay the monthly premiums for Dependent Child coverage;
- The date your Dependent Child ceases to qualify for COBRA because he or she fails to elect coverage or fails to make the required self-payment as specified in his or her COBRA entitlement notice;
- The date you are no longer eligible to cover your Dependent Children, i.e., you fail to work the required hours of Qualifying Service during an Ongoing Measurement Period;
- The date they no longer meet the definition of a covered Dependent Child (see page 6 for the definition of Dependent Child); or
- The date that the Plan discontinues Dependent Child coverage for all Part-time Employees.

When coverage ends for either you or your covered Dependent Children, you or they may be eligible to extend coverage at your or their own expense through COBRA as described on page 33.

Suspension of Benefits

If your employer is late in making the required contributions on your behalf, your benefits may be suspended. Specifically, if your employer is delinquent in its contributions to the Fund on your behalf for at least 90 days, your coverage will be suspended until all amounts owed to the Fund are paid. You will be notified by the Fund if your benefits are being suspended.

Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA)

The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") requires that the Fund provide the right to elect continued health coverage for up to 24 months to you if you are absent from employment due to military service, including Reserve and National Guard Duty under federal authority, as described below.

Coverage Under USERRA

If you are absent from employment because of service in the uniformed services, you can elect to continue coverage for your eligible Dependents under the provisions of USERRA. The right to elect USERRA coverage does not apply to dependents who enter military service. Further, USERRA rights do not apply to service in a state national guard under authority of state law.

The period of coverage available under USERRA begins on the date on which your absence begins and ends on the earlier of:

The end of the 24-month period beginning on the date on which the absence begins; or

The day after the date on which you are required to, but fail to, apply under USERRA for or return to a position of employment for which contributions must be made to the Fund

This right to temporarily continue coverage from the Fund does not include the right to receive any life insurance or other similar non-health benefits provided under the Fund. In addition to the right to continued coverage under USERRA, you and your dependents also may have rights to elect continuation coverage under COBRA, if they experience a qualifying event, as described beginning on page ____.

Notice and Election of USERRA Coverage. If you wish to elect USERRA coverage, you must notify the Fund Office of your absence from employment due to military service, unless giving notice is precluded by military necessity or unless, under all the relevant circumstances, notice is impossible or unreasonable. In addition, your election to receive USERRA coverage must be received within 60 days of the last day of covered employment; otherwise, you lose your right to continue your coverage under USERRA.

Paying for USERRA Coverage. You may be required to pay all or a portion of the cost of coverage. If the period of military service is less than 31 days, coverage under the Plan will continue as if you were still working in covered employment. If the military service extends more than 31 days, you must pay 102%

of the cost of the coverage unless the employer pays for the coverage under its leave policy. The cost will be determined in the same manner as the cost for COBRA continuation coverage. You should contact the Fund for the current cost.

USERRA coverage requires timely monthly payments. The payment due date is the first day of the month in which USERRA coverage begins. For example, payments for the month of November must be paid on or before November 1st. The payment due for the initial period of USERRA coverage must include payment for the period of time dating back to the date that coverage would have terminated if you had not elected USERRA coverage. There is an initial grace period of 45 days to pay the first premium due, starting with the date USERRA coverage was elected. After that, there is a grace period of 30 days to pay any subsequent amounts due. If you timely elect and pay for USERRA coverage, coverage will be provided retroactive to the date of your departure for military service. If payment is not received by the end of the applicable grace period, USERRA coverage will terminate as of the end of the last period for which payment was received. If you fail to pay the full payment by each due date (or within the 30-day grace period), you will lose all USERRA coverage and such continuation coverage cannot be reinstated.

Once a timely election of USERRA coverage has been made, it is your responsibility to make timely payments. The Fund will not send notice that a payment is due or that it is late, or that USERRA coverage is about to be terminated due to the untimely payment of a required payment.

When you return to covered employment after receiving an honorable discharge within the time periods required by law, you will be eligible to continue your coverage from the Fund.

Family and Medical Leave Act

The Family and Medical Leave Act ("FMLA") of 1993 allows you to take unpaid leave for up to 12 weeks during any 12-month period due to:

The birth or adoption of a child or the placement of a child with you for adoption

To provide care for a lawful spouse, child or parent who is seriously ill

Your serious illness, or

A qualifying exigency that arises in connection with the active military service of your child, spouse, or parent.

A qualifying exigency includes a) notification of military deployment within 7 days of the deployment date; b) attending military events and related activities, such as formal ceremonies or military-sponsored family support and assistance meetings; c) childcare and school activities, such as arranging for or providing childcare, or attending school meetings; d) making financial and legal arrangements; e) attending counseling sessions; f) up to 5 days of rest and recuperation; g) attendance at post-deployment activities

You may also be entitled to up to 26 weeks of FMLA leave during a 12-month period to care for a family member who is injured in military service.

During FMLA leave, you can continue your coverage under this Plan provided your contributing employer properly notifies the Fund and makes the required payments.

General Notice of Consolidated Omnibus Budget Reconciliation Act (COBRA) Continuation Coverage Rights

To qualify for COBRA continuation coverage, you must have a “qualifying event” that would otherwise end your coverage. COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” Only qualified beneficiaries may elect to continue their group health plan coverage. A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, enrolled Employees and Dependent Children, including alternate recipients under QMCSOs, may be qualified beneficiaries. (Certain newborns and newly adopted children during the period of continuation coverage may also be qualified beneficiaries.)

Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for coverage. Continuation coverage is the same health benefit coverage that the Plan gives to all other Covered Persons. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other Covered Persons covered under the Plan. Life insurance and legal plan coverage are not continued under COBRA, but please see the conversion options available to you on page 100.

The Plan offers COBRA continuation coverage to qualified beneficiaries only after the Fund Office has been notified that a qualifying event has occurred, as shown in the following chart.

Who is a qualified beneficiary:	What is a qualifying event:	Who must notify the Fund Office of the event:
You, if you are an Employee and lose Plan coverage because	<ul style="list-style-type: none"> ■ Your hours of employment are reduced ■ Your employment terminates (for reasons other than gross misconduct) ■ You retire 	The employer within 30 days of the event
A Dependent Child* of an enrolled Employee who loses Plan coverage because	<ul style="list-style-type: none"> ■ The parent-Employee dies ■ The parent-Employee’s hours of employment are reduced ■ The parent-Employee’s employment in service that is covered by the Plan terminates (for reasons other than gross misconduct) 	The employer within 30 days of the event
	<ul style="list-style-type: none"> ■ The parent-Employee becomes entitled to Medicare and elects to have Medicare be the primary coverage 	The Employee within 60 days of the event

Who is a qualified beneficiary:	What is a qualifying event:	Who must notify the Fund Office of the event:
	<ul style="list-style-type: none"> ■ The parents are divorced or legally separated ■ The child no longer meets the eligibility requirements 	
<p>*Children who are born to or placed for adoption with an Employee during the period of the Employee’s continuation coverage under COBRA are qualified beneficiaries entitled to COBRA continuation coverage. Once a newborn or adopted child is enrolled in continuation coverage, the child will be treated like all other qualified beneficiaries with respect to the same qualifying event. The maximum coverage period for such a child is measured from the same date as other qualified beneficiaries with respect to the same qualifying event (and not from the date of the child’s birth or adoption).</p>		

Notification of the qualifying event to the Fund Office must be in writing and must include the name and address of the Employee or qualified beneficiary, the Employee’s or Dependent Child’s Social Security number, the type and date of the qualifying event and proof of the qualifying event. For example, if the qualifying event is divorce or legal separation, you must submit a copy of the divorce decree or written proof of the legal separation.

Within 14 days after the Fund Office receives notice of a qualifying event, it will send a COBRA notice and Election Form to each qualified beneficiary. The COBRA notice and election form will identify the options available, their costs, and the conditions that will cause continuation coverage to end.

Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Employees may elect COBRA continuation coverage on behalf of their Dependent Children.

To elect continuation coverage, you or your Dependent Children must complete and return the COBRA election form to the Fund Office within 60 days after you receive the COBRA election form. You must pay the first premium retroactive to the date coverage terminated, within 45 days after you return the COBRA election form. Coverage will not commence until payment is received in full.

If you or a Dependent Child qualifies for COBRA continuation coverage and you waive your right to coverage during the election period, you or your Dependent Child may later elect COBRA coverage as long as you do so within 60 days of the qualifying event.

Paying for Coverage

As provided by law, you and/or your Dependent Child(ren) must pay the full premium cost of benefits coverage from the Plan plus 2% for administrative expenses (a total of 102% of the cost) for the full 18- or 36-month period. In cases of extended continuation coverage due to disability, the cost for months 19 to 29 is 150% of the full premium for the benefits coverage. Coverage will not commence until payment is received in full.

The due date for your premiums is the first day of the month. You will have a 30-day grace period to pay your premiums before they are considered in default. For example, premiums for the month of November

must be paid on or before November 1. Failure to pay the full premium by each due date (or within the 30-day grace period thereafter) will result in a loss of all continuation coverage. A payment will be considered timely if it is postmarked no later than the due date.

Duration of Coverage

The following chart shows the qualifying events and the periods of eligibility for COBRA continuation coverage.

Qualifying COBRA Events		
If You Lose Coverage Because:	These People Would Be Eligible:	For COBRA Coverage For Up To:
Your employment terminates for a reason other than gross misconduct	You and your eligible Dependent Children	18 months
Your working hours are reduced	You and your eligible Dependent Children	18 months
You are determined to be disabled by the Social Security Administration	You and your eligible Dependent Children	29 months
You die	Your eligible Dependent Children	36 months
You divorce or legally separate	Your eligible Dependent Children	36 months
Your Dependent Children no longer qualify as dependents	Your eligible Dependent Children	36 months
You become entitled to Medicare benefits	Your eligible Dependent Children	36 months

COBRA coverage will end before the period shown above if any of the following events occur, as of the date indicated below:

- The date that the Plan terminates;
- The date that a required premium is due and unpaid after the 30-day grace period;
- The date that you and/or your Dependent Children, after electing COBRA coverage, become covered under another group health plan or under Medicare;
- If coverage has been extended for up to 29 months due to disability and there has been a final Social Security Administration determination that the individual is no longer disabled. In this case, coverage will end as of the month that begins more than 30 days after the date of the Social Security Administration final determination; or
- The date that your former employer stops contributing to the Fund and provides coverage through a different group health plan for a significant number of Employees formerly covered under the Plan.

Note: A few words about Medicare:

- If you or your eligible dependents become eligible for Medicare while continuing coverage, COBRA coverage will continue, but such coverage will be secondary to, and pay benefits after, Medicare.
- If you are age 65 or older, you have a special enrollment period during which you can enroll in Medicare following your loss of coverage as an active Employee. If you enroll during this period (typically eight months), you will not have to pay a late enrollment penalty under Medicare Part B. Your election of COBRA coverage does not extend your Medicare special enrollment period. Your loss of active coverage is what starts the enrollment period for you (if over age 65).

If the qualifying event is the end of your employment or a reduction in your hours of employment, and you became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for your qualified Beneficiaries lasts until 36 months after the date of Medicare entitlement. For example, if you become entitled to Medicare eight months before the date on which your employment terminates, COBRA continuation coverage for your Dependent Children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight months). Certain qualifying events, or a second qualifying event during the initial period of coverage, may also permit a qualified Beneficiary to receive a maximum of 36 months of coverage.

Extension of 18-Month COBRA Coverage Period for Disability

If you or any enrolled Dependent Child is determined by the Social Security Administration to be disabled for Social Security disability purposes before the 60th day of COBRA continuation coverage, you may continue coverage for up to an additional 11 months (for a total maximum of 29 months) from the original qualifying event date. Each qualified Beneficiary who has elected continuation coverage will be entitled to the 11-month extension.

You must inform the Fund Office of the disability in writing within 60 days of the Social Security Administration's disability determination letter.

The notice must be in writing and must include the name and address of the Employee or Dependent Child, the Employee's or Dependent Child's Social Security number, a copy of the Social Security Administration's disability determination letter and proof of when you were determined to be disabled. In addition, you must notify the Fund Office in writing before the end of the 18-month continuation period. If you do not notify the Fund Office within this time frame, you will not qualify for this extension.

Second Qualifying Event

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, your Dependent Children can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to any Dependent Children getting COBRA continuation coverage if the Employee, or former Employee, dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); or gets divorced or legally separated, or if the Dependent Child stops being eligible under the Plan as a Dependent Child. This extension is only available if the second qualifying event would have caused the Dependent Child to lose coverage under the Plan had the first qualifying event not occurred.

The notice must be in writing and must include the name and address of the Employee or Dependent Child, the Employee's or Dependent Child's Social Security number, the type and date of the qualifying event and proof of the second qualifying event. In addition, you must notify the Fund Office in writing before the end of the 18-month continuation period. If you do not notify the Fund Office within this time frame, you will not qualify for this extension.

Acquiring New Dependents While Covered by COBRA

You may enroll a Dependent Child born or placed for adoption during a period of COBRA coverage for the balance of your COBRA continuation coverage period. You must follow all the Plan's rules for enrolling a newly born or adopted child. The Dependent Child will be considered a qualified Beneficiary.

Address Changes

To protect your and your Dependent Children's rights, you should keep the Fund Office informed of any changes in address for you and any of your eligible Dependent Children. You also should keep a copy of any notices that you send to the Fund Office.

Financial Responsibility for Failure to Give Notice

If the Plan pays a claim for you or your Dependent Child(ren) and your coverage terminated as a result of a qualifying event, but you did not elect continuation coverage and the Fund Office was not notified within the 30- or 60-day time frames noted above, you or your employer will be required to repay the Plan for any claims that should not have been paid. If you do not repay the Plan, the amount due will be deducted from other benefits payable to you or on your behalf or, to the extent that the Fund can recover overpaid benefits directly from you, the Fund will recover those amounts through legal action.

If your employer fails to notify the Fund Office of a qualifying event within 30 days and you or your Dependent Child(ren) elect continuation coverage more than 90 days after the qualifying event, the employer must reimburse the Plan for all claims paid on your behalf. The Trustees, in their sole discretion, may limit the application of this provision if the circumstances indicate that you would have elected continuation coverage within the 90-day election period if you had been notified of your right to do so.

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Federal privacy laws set limits on how health plans, pharmacies, Hospitals, clinics, nursing homes and other direct-care Providers (called covered Providers) use individually identifiable health information.

This overview describes your rights and protection of personal information related to your health. Please review it carefully.

Key provisions of these privacy standards include:

- **Access to Medical Records** – HIPAA gives you the ability to review and obtain copies of your medical records. If your medical records are maintained electronically, you may request access to your electronic medical records, if that format is readily producible. Otherwise, the covered Provider must provide the requested information in an electronic format that you can read on your computer (e.g., Word, Excel). You may also request corrections if you have identified any

errors. Covered Providers generally should provide access to your records within 30 days of your request and may charge for the cost of copying and sending the records to you.

- **Notice of Privacy Practices** – Covered Providers will provide you with a HIPAA notice advising you of your rights. You may be asked to sign, initial or otherwise acknowledge that you have received this notice. You may also ask to restrict the use or disclosure of your information beyond the practices included in the notice, but the covered Providers would not have to agree to the changes.

- **Limits on Use of Personal Medical Information** – The privacy rule sets limits on how covered Providers may use your identifiable health information. These limits do not restrict the ability of health care professionals to share any medical information needed for treatment. They do restrict its use for purposes not related to health care. Covered Providers may use or share only the minimum amount of protected information needed for a particular purpose. In no case will a covered Provider use or disclose your personal medical information that is Genetic Information for underwriting purposes. You must provide written authorization for the following medical information to be disclosed:
 - Psychotherapy notes if maintained by the Plan.
 - Personal medical information for marketing purposes. For example, your written authorization will be required for the covered Provider to share your medical information to promote health care products or services, or alternative treatments, or provide appointment or treatment reminders. Your written authorization will not be required for prescription refill reminders, general health and wellness communications or communications about government or government-sponsored programs, such as eligibility for Medicare or Medicaid.
 - Disclosures that constitute a sale of your personal medical information. A sale means that the covered entity receives direct or indirect remuneration in exchange for personal medical information. Your authorization is not required if remuneration for personal medical information is required to perform activities or provide service, such as for research or for the services provided by the health information exchange.
 - Personal health information released to a life insurer, a bank, a marketing firm or another outside business for purposes not related to your health care.

- **Stronger State Laws** – The federal privacy standards do not affect state laws that provide additional privacy protections for patients. The confidentiality protections are cumulative; any state law providing additional protections would continue to apply. When a state law requires a certain disclosure, the federal privacy regulations may not preempt the state law.

- **Confidential Communications** – Under the privacy rule, you can request that your doctors, health plans and other covered Providers take reasonable steps to ensure that their communications with you are confidential. For example, you could ask your doctor to call you at work rather than at home, and the doctor’s office should comply with that request if it can be reasonably accommodated.

- **Complaints** – You may file a formal complaint regarding the Fund’s privacy practices to:

Privacy Officer
UFCW Local 1262 and ShopRite Welfare Fund Office
1389 Broad Street
Clifton, NJ 07013-4292
(800) 522-4161 (TTY: 711)

Complaints may also be made in writing to the Secretary of the U.S. Department of Health and Human Services Office for Civil Rights (OCR), which is charged with investigating complaints and enforcing the privacy regulation.

If there is a breach of your unsecured personal medical information, you will be notified promptly.

For More Information – You can find additional HIPAA information on the Internet at www.hhs.gov/ocr/hipaa or by calling (866) 627-7748. If you have questions about your HIPAA rights, you may contact your state insurance department or the U.S. Department of Labor, Employee Benefits Security Administration (EBSA) toll-free at (866) 444-3272 (for free HIPAA publications ask for publications concerning changes in health care laws). You may also contact the Centers for Medicare & Medicaid Services publication hotline at (800) 633-4227 (ask for *Protecting Your Health Insurance Coverage*). These publications and other useful information are also available on the Internet at www.dol.gov/ebsa, the DOL’s interactive Web pages – Health laws.

Genetic Information Nondiscrimination Act of 2008 (GINA)

The Fund complies with GINA, which prohibits discrimination in health coverage and employment based on Genetic Information. GINA, together with provisions of HIPAA, generally prohibits health insurers or health plan administrators from requesting or requiring Genetic Information of an individual or an individual’s family members, or using this information for decisions regarding coverage, rates, or preexisting conditions. GINA also prohibits employers from using Genetic Information for hiring, firing, or promotion decisions, and for any decisions regarding terms of employment.

Qualified Medical Child Support Orders (QMCSOs)

Any child of an enrolled Part-time Employee eligible for Dependent Child coverage who is an alternate recipient under a QMCSO will be considered as having a right to dependent coverage under the Plan. A QMCSO is an order that meets certain legal requirements and requires the Plan to provide health coverage to your eligible Dependent Child(ren). You may obtain a copy of the Fund’s procedures governing QMCSO determinations, free of charge, by contacting the Fund Office.

A QMCSO is any judgment, decree or order, including a court-approved settlement agreement, issued by a domestic relations court or other court of competent jurisdiction, or through an administrative process established under state law, that has the force and effect of law in that state, and that assigns to a child the right to receive health benefits for which a Part-time Employee is eligible under the Plan, and that the Trustees (or their delegates) determine is qualified under the terms of ERISA and applicable state law. Please contact the Fund Office if you have any questions about QMCSOs.

PLAN ADMINISTRATION AND LEGAL INFORMATION

SPD Edition Date	This SPD describes the benefits in effect as of January 1, 2022. Benefits for Full-time Employees and Part-time Employees hired after September 8, 2009 (including all Service Clerks) are described in a separate SPD.	
Plan Name	UFCW Local 1262 and ShopRite Welfare Fund	
Plan Sponsor	Board of Trustees UFCW Local 1262 and ShopRite Welfare Fund 1389 Broad Street Clifton, NJ 07013-4292	
Employer Identification Number (Plan Sponsor)	22-6137317	
Plan Number	503	
Type of Plan	Group health plan providing health, life insurance, and prepaid legal service benefits	
Plan Year	October 1 through September 30	
Plan Administrator	Board of Trustees UFCW Local 1262 and ShopRite Welfare Fund 1389 Broad Street Clifton, NJ 07013-4292 Phone: (800) 522-4161 (TTY: 711)	
Type of Administration	The Board of Trustees administers the Plan; it contracts with various entities to provide administrative services to the Plan.	
Trustees	Employer Trustees Patrick Durning Rachel Caruso c/o 33 Northfield Avenue P.O. Box 7812 Edison, NJ 08818-7812 (732) 906-5229	Union Trustees Harvey Whille Michael DeMartino Thomas Whille c/o UFCW Local 1262 1389 Broad Street Clifton, NJ 07013-4292 (973) 777-3700
Agent for Service of Legal Process	Plan Administrator 1389 Broad Street Clifton, NJ 07013-4292 Phone: (800) 522-4161 (TTY: 711) In addition, service of legal process may also be made on any Plan Trustee.	
Source of Contributions and Financing of the Plan	Benefits are funded through contributions from employers that have participation agreements with the Plan or collective bargaining agreements with UFCW Local 1262 that require contributions to the Plan, and investments thereon. Some Employees also have an Employee contribution requirement. With the exception of life insurance, legal services benefits, and vision benefits, all benefits under the Plan are self-insured.	
Collective Bargaining Agreements	The Fund is maintained in accordance with collective bargaining agreements. You may obtain a copy of the agreement that applies to you by making a written request to UFCW Local 1262 Office.	

Participating Employers	Upon written request to the Fund Office, you may ask whether a particular employer participates in the sponsorship of the Plan. If so, you may also request the employer's address.
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Plan Amendment or Termination

The Trustees of the Fund are authorized at any time and on such basis as they, in their sole discretion, deem appropriate to amend, modify, add to or eliminate any provision or benefit from the Plan. Benefit changes may be made by formal Plan amendment, Trustee resolution, action by the Trustees when not in session by telephone or written action and/or other methods as may be permissible for action by the Trustees.

The Trustees also reserve the right to terminate the Plan at any time for any reason under the conditions set forth in the Plan Documents. Should the Plan be terminated, the Trustees shall apply the monies of the Plan to provide benefits or otherwise carry out the purposes of the Plan in an equitable manner until the entire remainder of its assets have been distributed by the Trustees.

YOUR RIGHTS UNDER ERISA

As a Covered Person 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 Covered Persons are entitled to:

Receive Information About the Plan and Your Benefits

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites, all documents governing the Plan, including 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 EBSA. These documents are available upon written request to the Plan Administrator.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and an updated SPD. 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 Covered Person with a copy of the summary annual report.

Continue Group Health Plan Coverage

- Continue health care coverage for yourself or your Dependent Children if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependent Children may have to pay for such coverage. Review the "General Notice of Consolidated Omnibus Budget Reconciliation Act (COBRA) Continuation Coverage Rights" section for the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial, and you have a right to obtain, without charge, copies of documents relating to the decision. You also have the right to have the Trustees review and reconsider your claim, as described in the "Appealing a Denied Claim" section on page 18.

Under ERISA, there are steps that you can take to enforce the above rights. For instance, if you request materials 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. After exhausting your appeal rights, you may file suit in a state or federal court if you have a claim for benefits that is denied or ignored, in whole or in part. After exhausting your appeal rights, you may file suit in a federal court if you disagree with the Plan's decision. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in a 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 that your claim is frivolous.

Assistance with Your Questions

If you have any questions about the 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 area 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, NW
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA, including COBRA, HIPAA, and other laws affecting group health plans, by visiting the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website at www.dol.gov/ebsa or calling its toll-free number at (866) 444-3272. For more information about the health insurance options available through a Health Insurance Marketplace, visit www.healthcare.gov.

ABOUT YOUR BENEFITS

The Plan provides benefits to:

- Help you pay:
 - Hospital and medical expenses;
 - prescription drug expenses;
 - dental expenses;
 - vision expenses; and
 - legal services expenses;
- Provide financial assistance to your Beneficiary in case of your death; and
- Provide financial assistance to you if you are accidentally dismembered.

This section describes these benefits. In combination with the information included in the first part of this SPD, it is the Plan document and the SPD for Part-time Employees hired on or before September 8, 2009, not including Service Clerks.

YOUR UFCW LOCAL 1262 AND EMPLOYERS WELFARE FUND BENEFITS AT A GLANCE

Here are the highlights of your Fund benefits. Benefits may be subject to certain limits and restrictions. Be sure to read the rest of this SPD for a more complete description of Fund benefits.

		For more information, go to page:
For Medical and Prescription Drug Benefits for Part-Time Employees, and Enrolled Dependent Children Only (Not Including Service Clerks)		
What are my out-of-pocket costs?	<p>If you use Advantage EPO in-network Providers, you generally pay part of the Allowed Amount through a deductible, copay and/or coinsurance. You also pay for costs that exceed the Plan's maximum limits.</p> <p>If you use out-of-network Providers, the Plan does not pay benefits, unless you experience a life-threatening emergency or if you have an in-network hospitalization. Where there is an in-network hospitalization, the Plan will pay the Allowed Amount for out-of-network charges for anesthesiology, radiology, surgical and pathology services received at an in-network facility through no fault of your own that are related to that in-network admission, and for out-of-network emergency treatment, up to maximum amount required by law, but you will be responsible for any amounts billed in excess of what the Plan pays.</p>	52
What preventive care does the Plan cover?	<p>The Plan helps you pay the cost of:</p> <ul style="list-style-type: none"> ■ Well-childcare, including immunizations, and ■ Wellness screenings and preventive care for adults. 	55-56
<p>What if I get sick or hurt?</p> <ul style="list-style-type: none"> ■ Doctors' office or home visits ■ Doctors' charges for surgery 	<p>The Plan pays 80% of the Allowed Amount after you meet the deductible:</p> <p>The Plan pays 80% of the Allowed Amount after you meet the deductible:</p>	57

		For more information, go to page:
<ul style="list-style-type: none"> ■ Doctors' charges for a second surgical opinion 	The Plan pays 100% of the Allowed Amount after you meet the deductible:	57
Does the Plan cover maternity visits?	<p>The Plan pays 80% of the Allowed Amount after you meet the deductible:</p> <p>Coverage is for Employees only, not Dependent Children, except as otherwise required by law.</p>	57 & 59
What if I need to go into the Hospital?	<p>You must have a Hospital stay Pre-Authorized. Plan benefits include semi-private room, board and other Hospital charges for:</p> <ul style="list-style-type: none"> ■ Hospitalization outside of the United States ■ Newborn infant care ■ Treatment of an Illness or Injury <p>Please note that a Pre-Authorization does not mean that the Fund will pay the full billed amount. It means that the Fund will pay only the amounts described in this SPD for the pre-authorized services.</p>	58-59
<p>What if I have an emergency?</p> <ul style="list-style-type: none"> ■ Ambulance 	<p>For a sudden and serious Illness or Injury, call 911 or go straight to the nearest emergency room. For a nonemergency, go to your doctor's office, an in-network Walk-in Clinic or an in-network urgent care facility (no benefits are paid if you have a nonemergency and go to the emergency room or if you go to out-of-network Walk-in Clinics or urgent care facilities). If you are admitted to the Hospital from the emergency room, you must have your Hospital stay Pre-Authorized.</p> <p>The Plan pays the Allowed Amount for ambulance transportation to the nearest facility that can treat the condition.</p>	59-60 67

		For more information, go to page:
What hearing expenses are covered?	The Plan pays the Allowed Amount for hearing tests and a hearing aid (but not the cost of battery replacements) for .	68
Does the Plan pay for any other service	<p>The Plan also provides benefits for:</p> <ul style="list-style-type: none"> ■ Abortion ■ Ambulance ■ Ambulatory surgical facility (Pre-Authorization required) ■ Anesthesiologist's charges ■ Applied Behavioral Analysis (ABA) therapy ■ Blood ■ Chemotherapy, radiation and hemodialysis ■ Cognitive rehabilitation therapy ■ Diagnostic tests and X-rays and MRI, CAT and PET scans ■ Dialysis ■ Durable medical equipment, including Prosthetics (Pre-Authorization required) ■ Home Health Care (Pre-Authorization required) ■ Hospice care (Pre-Authorization required) ■ Infertility services (Pre-Authorization required) ■ Infusion therapy ■ Mental health and substance use disorder treatment ■ Nutritional counseling ■ Orthotic shoe inserts ■ Oxygen ■ Pre-admission testing ■ Private duty nursing (Pre-Authorization required) ■ Radiation therapy ■ Respiration therapy ■ Skilled nursing facility (Pre-Authorization required) ■ Speech therapy ■ Transplant benefits 	<p>67</p> <p>67</p> <p>60</p> <p>67</p> <p>65-66</p> <p>67</p> <p>67</p> <p>67 & 109</p> <p>67-68</p> <p>67</p> <p>63</p> <p>63</p> <p>64-65</p> <p>60-61</p> <p>67 & 109</p> <p>65-66</p> <p>67</p> <p>68</p> <p>68</p> <p>60</p> <p>68 & 109</p> <p>68 & 109</p> <p>68 & 109</p> <p>62</p> <p>68 & 109</p>

		For more information, go to page:
	<ul style="list-style-type: none"> ■ Vision care ■ Walk-in Clinic ■ Wigs 	68 59-60 & 109 68
How do I submit a claim?	Most claims will be filed for you electronically. If you have out-of-pocket costs that require you to file a claim, request a claim form from the Fund Office.	12
Does the Plan provide benefits for prescription drugs?	The Plan covers prescription drugs that you obtain at a participating retail or mail-order pharmacy.	77-79

For Vision Care Benefits for Part-Time Employees and Enrolled Dependent Children of Part-Time Employees Eligible for Dependent Child Coverage

Does the Plan provide vision benefits?	The Plan helps pay the cost of covered vision care expenses, which include an eye exam and one pair of eyeglasses or contact lenses. You can use any vision care Provider. However, your out-of-pocket costs will generally be less if you use a participating Provider.	81-84
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For Dental Benefits for Part-Time Employees and Enrolled Dependent Children of Part-Time Employees Eligible for Dependent Child Coverage

What dental expenses are covered?	<p>You can obtain dental care from any dentist. However, your out-of-pocket costs will generally be less if you use a participating dental office. In addition, if you use a non-participating dentist, you must meet an annual deductible before the Plan pays benefits for Covered Services, except preventive care. Covered Services include:</p> <ul style="list-style-type: none"> ■ Crowns and bridges ■ Examinations and X-rays ■ Extractions ■ Fillings ■ Oral surgery ■ Prosthetics (dentures) ■ Repairs ■ Root canal therapy 	85-89
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**For Legal Services Benefits for Part-Time Employees (Not Including Part-Time Porters)
(No Dependent Benefits)**

<p>Does the Plan provide benefits if I need the services of an attorney?</p>	<p>You have access to a network of participating attorneys for many Covered Services, which may include:</p> <ul style="list-style-type: none"> ■ Bankruptcy 94 ■ Child Support Enforcement 95 ■ Consumer Protection Defense 94 ■ Court Adoption 93 ■ Criminal Misdemeanor Defense 98 ■ Debt Collection Defense 94 ■ Divorce 95 ■ Document Preparation and Review 96 ■ Domestic Violence Protection 95 ■ Driving Privilege Protection 99 ■ Financial Education and Counseling Services 93 ■ Foreclosure 96 ■ Immigration 92 ■ IRS Audit Protection and IRS Collection Defense 97 ■ Juvenile Court Proceedings/Parental Responsibilities 98 ■ Real Estate – Purchase, Sale and Refinancing (primary residence) 96 ■ Social Security/Veterans/Medicare 97 ■ Telephone Legal Services 91 ■ Tenant Matters 97 ■ Wills/Powers of Attorney/Codicils 98 	
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**For Life Insurance Benefits for Part-Time Employees (Not Including Service Clerks) Only
(No Dependent Benefits)**

What benefits are paid in case of my death?	Your Beneficiary (or your estate, if you have not named a Beneficiary) will receive \$7,500 in a lump sum if you are under age 70 at the time of your death, or \$3,750 if you are over age 70.	102
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MEDICAL AND HOSPITAL BENEFITS FOR PART-TIME EMPLOYEES (NOT INCLUDING SERVICE CLERKS), AND ENROLLED DEPENDENT CHILDREN

All medical benefits described in this SPD are subject to the fee limitations described in this booklet. For any service or treatment, the Plan will only pay all, or a percentage of, the Allowed Amount, as defined in the Glossary of Key Terms section of this SPD.

The Plan has arranged for access to providers through the Horizon Advantage Exclusive Provider Organization (Advantage EPO) network. Horizon administers and maintains this exclusive network of Providers, who have agreed to provide Hospital, medical and ancillary services at discounted, in-network rates.

Each time you need health care, you have the freedom to choose the Provider or facility you prefer, but the amount you and the Plan will pay depends on whether the Provider or facility is in the Advantage EPO network. If you choose a Provider or facility that participates in the Advantage EPO network, the Plan will reimburse or pay part or all of the Allowed Amount for Covered Services.

If you use an out-of-network Provider, the Plan does not pay benefits—you must pay the full cost of the care you receive. The only exceptions are if you experience a life-threatening emergency or you have an in-network hospitalization and are treated by certain out-of-network providers through no fault of your own (such as radiologists, anesthesiologists, pathologists and surgeons). The Plan will pay Covered Services related to such treatment rendered by out-of-network Providers up to the Allowed Amount. For emergency services, the Plan will pay the amount required by applicable law. You will be responsible for any amounts billed in excess of what the Plan pays.

The Plan makes no representation regarding the quality of services provided, and the Plan is not responsible for care rendered by a Provider.

To find a list of Providers and facilities in the Advantage EPO network, call the toll-free number or go to the website shown on your identification card (which you will receive when you enroll).

Please note that the network changes, meaning that new physicians and facilities are added from time to time, while others leave the network. It is your responsibility to confirm whether a physician or facility is in the Advantage EPO network when you call to make an appointment and at the time of each visit, including Hospital treatments, procedures and stays.

Opportunity to Select a Primary Care Physician

The Plan does not require you to select a primary care physician (PCP) or obtain a referral from a PCP to see a specialist. However, a PCP may serve an important role in meeting your health care needs by providing or arranging for medical care for you and your Dependent Children. If you choose to select a PCP, you and your Dependent Children may each select a different PCP.

The Deductible

The deductible is the amount you must pay for Covered Services—not including coinsurance or copays—before the Plan pays benefits for certain covered medical expenses. The deductible applies to each covered family member once each Calendar Year. To meet the family maximum deductible, two family

members must each meet their individual deductible amount. Once the family maximum deductible is reached, no further deductibles are required for any remaining family members for the rest of the Calendar Year. The deductible does not apply to expenses for covered prescription drug, vision or in-network dental benefits.

For each:	Deductible
Individual in a Calendar Year	\$250
Family in a Calendar Year	\$500

The Annual Out-of-Pocket Maximum

The annual out-of-pocket maximum is the maximum dollar amount that you have to pay for eligible in-network expenses in a Calendar Year. The annual out-of-pocket maximum includes copayments, deductibles and coinsurance.

The combined expenses of all covered family members are used to meet the family out-of-pocket maximum amount. Once the annual out-of-pocket maximum is reached, the Plan pays 100% of remaining eligible expenses for those individuals (or family) for the rest of that Calendar Year.

Not all expenses are included in the out-of-pocket maximum. For example, any amounts you pay for services with an out-of-network Provider are not included. Nor are any expenses you pay for non-Covered Services, vision and dental charges, penalties for failure to Pre-Authorize a claim, or other services excluded from coverage under the Plan. Even if you meet the out-of-pocket maximum in any Calendar Year, you are still responsible for non-covered charges billed by an out-of-network provider. The annual out-of-pocket maximums are:

For Part-time Employees hired before 9/8/09:

- \$2,500 for an individual (made of up \$2,250 in eligible medical expenses and \$250 in eligible prescription drug expenses)
- \$5,000 for a family (made up of \$4,500 in eligible medical expenses and \$500 in eligible prescription drug expenses)

Utilization Management

Utilization management services—including Pre-Authorization and case management—are important features of your health care coverage. These services are provided through Horizon and can help you avoid extended periods of Hospitalization and unnecessary surgery.

If a Provider recommends surgery or Hospitalization, you can call Horizon at 1-800-355-2583 to confirm services are pre-authorized as required and explained more fully below.

Pre-Authorization

Certain services, such as a nonemergency inpatient Hospital stay, all in-patient surgery, and certain outpatient surgery, require Pre-Authorization. It is recommended that you call Utilization Management Department to confirm if Pre-Authorization is required prior to any surgery. Pre-Authorization is a process that helps you and your Provider determine whether the services being recommended are covered expenses under the Plan. You are responsible for making sure your Provider obtains Pre-Authorization from Horizon, which is the Fund's medical/hospital claims processor, for the following Covered Services. **Claims for these services will be denied if not pre-authorized.**

Covered Services that require Pre-Authorization:

- Cardiac catheterization
- Cochlear implants
- Durable medical equipment rentals and purchase, including Prosthetics
- Elective inpatient admissions
- Gamete Intrafallopian Transfer (GIFT) (Pre-2014 Part-time Employees only)
- Gastric bypass/bariatric procedures
- Home Health Care
- Home IV infusion
- Hospice care
- Implantable cardioverter/ defibrillator (ICD)
- In-vitro fertilization (IVF)
- Nonemergency admissions to a facility, including a Hospital, skilled nursing facility, Hospice facility, or ambulatory surgical facility (excluding maternity)
- Pacemakers
- Private duty nursing
- Reconstructive surgery
- Sinus (nasal) surgery
- Specialty Drugs
- Ultrasound echo stress and echocardiography, including nuclear and gated studies
- Varicose vein surgery
- Vestibular rehabilitations

It is your responsibility to obtain any required Pre-Authorization for you and/or your Dependent Children from Horizon.

Horizon will notify you or your Provider of the outcome of the request for Pre-Authorization. If the review results in a denial, Horizon will notify you in writing, explaining why the pre-authorization was denied and how the decision can be appealed. You or your Provider may request a review of the Pre-Authorization decision.

If you or your Dependent Child is approved for an inpatient admission to a facility, Horizon will notify you, your Provider and the facility about your Pre-Authorized length of stay. If your Provider recommends that your or your Dependent Child's stay be extended, additional days will need to be authorized by Horizon. You, your Provider, or the facility will need to call Horizon at the number on your ID card as soon as reasonably possible, but no later than the final authorized day, for the extended authorization. Horizon will review and process the request for an extended stay. You and your physician will receive a notification of an approval or denial.

Case Management

Horizon provides case management services for catastrophic Illnesses and Injuries or any problem that can result in significant medical expenses. In such a situation, a professional from Horizon will act as your dedicated case manager. He or she will be your health care advocate and work with you, your physician and your Hospital to develop an appropriate plan for your care. Case management services are provided to you at no cost and participation is voluntary.

Alternate Treatment

If you or your Dependent Child has a catastrophic Illness or Injury, Horizon will evaluate the appropriateness of the level of care and the setting in which that care is received. To maintain or enhance the quality of patient care, Horizon will develop an alternate treatment/individual case management plan consistent with the Plan's covered benefits. The plan includes treatment plan objectives, a course of treatment and each party's responsibilities, and the estimated cost and savings. If you or your Dependent Child, Horizon and your physician agree in writing to the alternate treatment plan, the services and supplies needed for it will be deemed to be Covered Services under the Plan.

WHAT THE MEDICAL PLAN COVERS

This section describes the expenses that are eligible for reimbursement under the Plan.

Wellness Benefits

To encourage you and your enrolled Dependent Children to stay healthy, the Plan pays benefits for well-childcare, well-adult care and annual preventive screenings provided by in-network Providers, as described below.

If you satisfy the guidelines discussed below, the services will be covered with no copayments or deductibles when rendered by an in-network Provider.

For any preventive care services that the Plan is required to provide, if no in-network provider within a 50-mile radius of the claimant's primary home residence that can provide a covered preventive care service, the Plan will cover the services performed by a non-network provider without cost-sharing.

Well-Child Care

The Plan covers:

- An initial Hospital check-up, following birth; and
- Office visits based on the guidelines supported by the Health Resources and Services Administration from birth to age 19 (at age 20, coverage is provided under well-adult care). See <https://www.healthcare.gov/preventive-care-children/>.

Covered office visit services include:

- Physical examination, developmental assessment, anticipatory guidance and lab tests ordered during a visit and performed in the office or at a laboratory
- The following immunizations:
 - DPT (diphtheria, pertussis, tetanus)
 - Polio
 - MMR (measles, mumps, rubella)
 - Hepatitis A and B
 - Hemophilus

Well-Child Care Benefits	
■ Initial Hospital visit, following birth	100% of the Allowed Amount
■ Office visits	

Well-Adult Care

For any Employee or Dependent Child age 20 or older, the Plan covers well-adult care based on the guidelines supported by the Health Resources and Services Administration. See <https://www.healthcare.gov/preventive-care-adults/> and <https://www.healthcare.gov/preventive-care-women/>. These guidelines may change periodically so be sure to check these websites before a visit.

Covered Services may include:

- Annual wellness visits and the following immunizations:
 - Annual influenza
 - Hepatitis A
 - Hepatitis B
 - Herpes zoster (shingles) (beginning at age 50)
 - Human papillomavirus
 - MMR (measles, mumps, rubella)
 - Meningococcal conjugate (MCV4)
 - Revaccination with pneumococcal polysaccharide 23 (PPSV23) for adults age 65 and older
 - Shingrix
 - Tetanus and diphtheria, pertussis (Td/Tdap) booster
 - Varicella (chickenpox)
- One routine mammography every year beginning at age 40
- Routine Pap test beginning at age 21
- Prostate cancer screening beginning at age 50 (earlier if the Covered Person is at greater risk)

Well-Adult Care Benefits	
<ul style="list-style-type: none">■ Mammography■ Pap test■ Prostate exam (age limits may apply)	100% of the Allowed Amount

Services Rendered by Providers

Allergy testing and treatment	80% of the Allowed Amount after the deductible
Anesthesia	80% of the Allowed Amount after the deductible
Dental care, treatment of oral tumors and cysts, and treatment of injury to sound natural teeth or jaw	80% of the Allowed Amount after the deductible (claim must be filed within 12 months of the accident causing the injury)
In-Hospital visits not related to surgery	80% of the Allowed Amount after the deductible
Hearing screenings	100% of the Allowed Amount
Maternity care, ¹ including pregnancy and routine pregnancy-related conditions before and after delivery	Office visits and delivery: 80% of the Allowed Amount after the deductible
Office or home visits by a primary care Provider or specialist for treatment of an Illness or Injury Note: You do not need a referral from a PCP to see a specialist	80% of the Allowed Amount after the deductible
Outpatient other than office visit	80% of the Allowed Amount after the deductible
Second surgical opinion ²	100%
Surgery ³ by a specialist for treatment of an Illness or Injury as an inpatient or at an outpatient facility if the claim is coded as a surgical procedure (Pre-Authorization required for procedures shown below)	80% of the Allowed Amount after the deductible

¹ Maternity care benefits are not provided for Dependent Children except for complications of pregnancy including, but not limited to, toxemia, spontaneous abortion and ectopic pregnancy or as otherwise required by applicable law.

² You can obtain a second surgical opinion if you are scheduled for an elective surgical procedure. If the second opinion does not confirm the need for surgery, you may request a third opinion. The Plan will cover charges if the Practitioner(s) who provides the opinion is board certified, is not a business associate of the Practitioner who recommended the surgery, and does not perform or assist with the surgery.

³ If more than one surgical procedure is performed on the same patient by the same physician and on the same day, the Plan will cover the primary procedure plus 50% of what the Plan would have paid for each additional procedure (up to five). If more than five procedures are performed, the amount the Plan pays beyond the fifth will be based on the circumstances of each case.

Hospital Facility Benefits (Pre-Authorization Required; See Services Rendered by a Provider for Related Coverage)

The Plan covers confinement in a Hospital for treatment of an Illness or Injury. To be eligible for reimbursement, the charges must be consistent with the diagnosis and treatment.

Covered Services include:

- Anesthesia supplies and use of anesthesia equipment
- Any additional Medically Necessary services and supplies customarily provided by the Hospital
- Basal metabolic examinations
- Blood transfusions and use of transfusion equipment
- Dressings and plaster casts
- Drugs and medicines provided by the Hospital
- Laboratory and pathological examinations
- Oxygen and its administration
- Pregnancy-related conditions and maternity care for Employees
- Semi-private room and board (if you use a private room, you must pay the difference in cost between the semi-private and private room rates)
- Use of cardiographic equipment and supplies
- Use of intensive care or special care units and equipment
- Use of operating, cryptoscopic and recovery rooms and equipment
- Use of physiotherapeutic and hydrotherapeutic equipment and supplies
- X-ray examinations

The Newborns and Mothers Health Protection Act of 1996 requires that the Plan pay benefits for a Hospital stay in connection with childbirth for the mother and newborn child for 48 hours following a normal vaginal delivery and for 96 hours following a Cesarean section. However, the Plan may cover a shorter stay if the attending Provider, in consultation with the mother, decides on an earlier discharge from the Hospital.

Admissions Outside the United States – The Plan provides benefits outside of the United States for emergency and other unexpected medical situations. Call BlueCard Worldwide Access at (800) 810-2583 for additional information, including the names and addresses of doctors and hospitals in the area where

you or your Dependent Children need care. The Trustees in their sole discretion may limit the number of covered Hospital days and/or Covered Services based on the diagnosis and course of treatment abroad. If you make payment in the local currency, you must provide a statement from a bank showing the exchange rate of that currency on the dates of hospitalization along with a paid receipt.

Hospital Facility Benefits (Pre-Authorization Required)	
Hospital room and board and other miscellaneous charges for treatment of an illness, Injury or maternity	80% of the Allowed Amount after the deductible

Hospital Facility Benefits for Maternity (Pre-Authorization Required; Employee only-no Dependent Child Coverage)	
Newborn Infant Care* <ul style="list-style-type: none"> ■ Premature infant (weighing less than five pounds) ■ Sick baby ■ Well baby (for up to 48 hours following a vaginal delivery; up to 96 hours following a Cesarean section) 	80% of the Allowed Amount after the deductible
*Birthing center benefits will be covered at the same level as those for regular Hospital facility benefits for maternity or newborn infant care, provided that the pregnancy goes full term.	

Emergency Room Benefits

The Plan will pay for outpatient care of a true, life-threatening medical emergency. Coverage includes treatment that is Medically Necessary and Appropriate at any designated level I or II trauma center. A medical emergency is a condition that manifests itself in acute symptoms of sufficient severity including, but not limited to, severe pain, psychiatric disturbances and/or symptoms of substance use disorders such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate attention to result in:

- Placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy,
- Serious impairment to bodily functions, or
- Serious dysfunction of a bodily organ or part.

If you have a true, life-threatening emergency, do not hesitate to call 911 or go to the emergency room. Otherwise, it's best to get care at an in-network Walk-in Clinic, urgent care facility or your doctor's office. Care obtained at out-of-network urgent care facilities is not covered. If you use an out-of-network Walk-in Clinic or urgent care facility, you will be responsible for the entire amount billed. **Care at an emergency room for non-emergent services will not be covered.** Some examples of non-emergent medical

conditions that should be treated at an in-network Walk-in Clinic or urgent care facility include earache; moderate fever; sore throat; and sprains. Some examples of emergent medical conditions that should be treated at an emergency room include heart attack; stroke; loss of consciousness; poisoning; severe burns; difficulty breathing; high fever; and wounds that need stitches.

Emergency Room Benefits	
<p>For a sudden and serious illness in which serious injury may result if treatment is not received within 24 hours or other true emergency</p> <p>Note: If you receive out-of-network benefits for a true emergency, expenses will be paid consistent with the requirements of applicable law and you will be responsible for any amounts billed in excess of what the Plan pays</p>	80% of the Allowed Amount
For a nonemergency	Not covered

Outpatient (Ambulatory) Surgery (Pre-Authorization Required)

If you or a dependent has surgery in a Hospital’s outpatient facility or in a free-standing surgical facility, the Plan covers the facility’s charge. You must contact Horizon to obtain Pre-Authorization before you have surgery.

Outpatient (Ambulatory) Surgery Benefits (Pre-Authorization Required)
80% of the Allowed Amount after the deductible

Outpatient Pre-admission Testing

The Plan covers outpatient pre-admission testing performed within seven days of a scheduled covered surgical procedure performed in the same facility as the surgery.

Outpatient Pre-admission Testing Benefits
80% of the Allowed Amount after the deductible

Infertility Services (Part-time Employees Only; No Dependent Child Coverage)

The Plan pays benefits for Part-time Employees for services related to the treatment of infertility including but not limited to:

- Artificial insemination

- A total of four attempted or completed egg retrievals per lifetime
- Diagnosis and diagnostic tests
- Embryo transfer
- Gamete intrafallopian transfer*
- Intracytoplasmic sperm injection
- In vitro fertilization*
- Surgery
- Zygote intrafallopian transfer*

* These Covered Services are limited to Part-time Employees who have used all reasonable, less expensive and Medically Necessary treatments and are still unable to become pregnant or carry a pregnancy and are 45 years of age or younger.

Infertility services must be provided at a facility that conforms to standards established by the American Society for Reproductive Medicine or the American College of Obstetricians and Gynecologists.

Infertility Services (Pre-Authorization Required)	
Professional office care	80% of the Allowed Amount after the deductible
Professional outpatient care	80% of the Allowed Amount after the deductible
Benefits will be paid for a maximum of four attempts and up to a \$5,000 lifetime maximum benefit per eligible Employee, and up to \$500 maximum for sperm or egg storage for up to five years.	

Transplant Benefits

The Plan pays benefits for transplants of the following:

- Allogeneic bone marrow
- Allogeneic stem cell
- Chondrocyte (for knee)
- Cornea
- Double lung
- Heart
- Heart/kidney
- Heart/lung
- Heart valve
- Kidney
- Kidney/pancreas
- Liver
- Liver/small bowel
- Lung
- Multivisceral transplant (small bowel and liver with one or more of the following: stomach, duodenum, jejunum, ileum, pancreas, colon)
- Non-myeloablative stem cell
- Pancreas
- Small bowel
- Tandem stem cell

If organs/tissues are harvested from a cadaver, the Plan will also cover those charges for surgical, storage and transportation services that are directly related to the tissue/organ donation and are billed by the Hospital when the transplant is performed.

The Plan also covers the following services required for a live donor, provided that the recipient is covered by the Plan and the donor’s own coverage does not pay benefits for these services:

- Harvesting of the organ tissue and related services
- Immunologic typing
- Processing of tissue
- Search for a donor (not to exceed \$10,000 per transplant), subject to review by the case management consultant

Transplant Benefits
80% of the Allowed Amount after the deductible

The Plan also covers certain transportation and lodging expenses in connection with covered transplant services performed at in-network facilities that are more than 50 miles from the covered patient’s home, including:

- Transportation costs for one round trip to and from the network facility for the covered patient and an immediate family member (“traveling companion”) due to the covered patient’s age, medical condition or incapacity. Coach airline fare will be reimbursed. Automobile mileage will be reimbursed at the then-current mileage reimbursement rate as set by the Internal Revenue Service
- Reasonable lodging and meal expenses for the traveling companion. Lodging must be pre-approved by Horizon in order for expenses to be covered.

Covered expenses are limited to the aggregate of \$150 per day for lodging and meal, and \$10,000 per admission for lodging, meals and transportation of both the covered patient and the traveling companion.

For more information or to arrange for reimbursement of covered travel expenses, please contact the Fund Office.

Skilled Nursing Facility Benefits (Pre-Authorization Required)

The Plan pays benefits for room and board, including diets, drugs, medicines, dressings and general nursing care in a skilled nursing facility. The patient must be admitted to the skilled nursing facility within 14 days of discharge from a Hospital for continuing medical care and treatment prescribed by a physician.

Skilled Nursing Facility Benefits (Pre-Authorization Required)
80% of the Allowed Amount after the deductible
Maximum of 60 days in a Calendar Year

Home Health Care Benefits (Pre-Authorization Required)

The Plan will pay benefits for home treatment provided by a Home Health Care agency in accordance with a Home Health Care Plan. Prior hospitalization is not required. Any expenses incurred that are not included in the Home Health Care Plan will not be eligible for reimbursement under the Plan.

In addition, the patient must be:

- Under the continuous care of a doctor,
- Homebound, and
- In need of skilled nursing care, or physical, speech or occupational therapy under a plan prescribed by an attending physician and approved by Horizon.

The following services are covered:

- Durable medical equipment, including Prosthetics
- Part-time skilled nursing services provided by or under the supervision of a registered nurse
- Physical, speech or occupational therapy (rehabilitative only)
- Related treatment and/or services that would otherwise be covered by Hospital outpatient benefits, except drugs and the administration of dialysis

Each visit by a Home Health Care Provider for up to four hours of care will count as one Home Health Care visit.

Home Health Care Benefits (Pre-Authorization Required)
80% of the Allowed Amount after the deductible
Maximum of 100 visits in a Calendar Year

Home Health Care benefits do not cover:

- Any services provided during a period when you are not under the continuing care of a physician
- Custodial care, which means any care, services or supplies that help with the activities of daily living
- Home health care services provided by an individual who normally lives with you or is a member of your or your spouse’s immediate family
- Transportation services

Hospice Care Benefits (Pre-Authorization Required)

Hospice differs from traditional care because it provides services for the family as well as the patient. Hospice teams help the patient and the family cope with the physical, psychological, spiritual, economic and social stress of serious illness, end of life and bereavement. When possible, Hospice care is administered at home. The team of professionals can include physicians, nurses, psychiatrists, psychologists and social workers.

The Hospice care benefit covers:

- Diagnostic services
- Dietician services
- Family counseling related to the patient's terminal condition
- Home health aide services provided under the supervision of a registered nurse(RN)
- Inpatient room, board and general nursing services
- Medical and surgical supplies and durable medical equipment, including Prosthetics if given Pre-Authorization by Horizon
- Medical care rendered by a Hospice Care Program Practitioner
- Medical social services
- Oxygen and its administration
- Part-time professional nursing services of a, licensed practical nurse (LPN) or licensed vocational nurse (LVN)
- Prescription drugs
- Psychological support services to the Terminally Ill or Injured patient
- Respite care (maximum of 10 days per Calendar Year)
- Therapy Services

Hospice Care Benefits (Pre-Authorization Required)
80% of the Allowed Amount after the deductible

Hospice care benefits do not cover charges for:

- Bereavement counseling
- Dialysis treatment

- Food or home-delivered meals
- Funeral services and arrangements
- Homemaker services
- Hospice care services that are not given Pre-Authorization by Horizon
- Legal or financial counseling or services
- Medical care provided by the patient's private Practitioner
- Pastoral services
- Private-duty nursing services
- Treatment not included in the Hospice Care Program
- Volunteer services or services and supplies provided by others without charge

Mental Health and Substance Use Disorder Treatment

The Plan covers the treatment of mental health and substance use disorders the same way it covers treatment for any other Illness if treatment is provided by a licensed or certified mental health or substance use disorder treatment Provider. Inpatient or outpatient care may be provided in a:

- Provider's office
- Licensed health care facility
- Licensed detoxification facility (for alcoholism and substance use disorder treatment)
- Licensed, certified or state-approved residential treatment facility under a program that meets minimum standards of those prescribed by the Joint Commission

All mental health and substance use disorder services must be coordinated through Beacon Health Options by calling (800) 843-5503. **If you use a Provider that is not in the Beacon Health Options network, coverage (except for emergency treatment) will be denied and you will be responsible for all amounts billed. For emergency treatment, the Plan will pay up to the maximum amount required by law and you may be responsible for balance bills.**

Effective August 1, 2017, the Plan covers Applied Behavior Analysis (ABA) treatment for covered diagnoses. Covered diagnoses include autism, which is a general term used to describe a group of complex developmental brain disorders known as Pervasive Developmental Disorders (PDDs) within the American Psychiatric Association Diagnostic and Statistical Manual 5 (DSM 5). Autism Spectrum Disorder (ASD) is a type of PDD. Your benefit covers Medically Necessary ABA treatment for ASD.

The other covered pervasive developmental disorders are PDD-NOS (Pervasive Developmental Disorder – Not Otherwise Specified), Asperger Syndrome, Rett Syndrome and Childhood Disintegrative Disorder. All of these diagnoses, along with a diagnosis of being “at risk” of autism or PDD, will be covered.

When necessary, ABA coverage also includes an initial evaluation with a qualified provider (with a psychiatrist and/or via two hours of psychological testing to evaluate/diagnose ASD), coverage of medication management and outpatient therapies for ASD diagnoses, and standard family and member support services available under the Medical Plan.

Benefit coverage of ABA services will require prior authorization or pre-certification and includes coverage for the following services by a Beacon in-network provider:

- ABA treatment
- Individual, family, and group therapy
- Intensive case management for complex cases (individuals with extraordinary care needs)
- Medication management
- Psychiatric evaluation to confirm the ASD diagnosis
- Psychological testing, as necessary to confirm the ASD diagnosis

You will be responsible for any outpatient cost sharing related to ABA treatment including any applicable deductible, copays or coinsurance.

You can obtain prior authorization or pre-certification from Beacon Health Options by calling (800) 843-5503. During this call, a care manager will request basic information including, but not limited to, the diagnosis, the medical doctor or licensed psychologist who made the diagnosis and what the presenting symptoms are (i.e., developmentally delayed skills or problem behaviors). If the diagnosis has not been confirmed by an MD or PhD, Beacon Health Options will help coordinate a screening for this purpose. With this confirmation, you will be provided with a list of providers and you will select one from the list who will then conduct an assessment to document the problem behaviors and determine treatment needs.

If your treatment is approved, ABA therapy will be covered according to the Plan’s benefits when provided or supervised by a Beacon Health Options’ ABA- licensed or certified provider of services. Prior authorization or pre-certification will be required in order for benefits to be paid.

Other Covered Services

The Plan covers the following services, supplies and treatment. Provider services must be within the scope of the Provider’s license.

Service, Supply, Treatment	
Abortion (outpatient and elective); for Employee only	80% of the Allowed Amount after the deductible
Acupuncture	Not covered
Ambulance (for air or ground transportation to the nearest Hospital able to treat the condition when Medically Necessary)	80% of the Allowed Amount if an emergency; 80% after the deductible if not an emergency
Anesthesiologist services provided by a doctor other than the operating surgeon and as part of a covered surgical procedure	80% of the Allowed Amount after the deductible
Blood (blood, blood products, blood transfusions and the cost of testing and processing blood, but not for blood that has been donated or replaced)	80% of the Allowed Amount after the deductible
Chelation therapy	80% of the Allowed Amount after the deductible
Chemotherapy, radiation and hemodialysis (inpatient or outpatient)	80% of the Allowed Amount after the deductible
Cognitive rehabilitative therapy	80% of the Allowed Amount after the deductible (\$30 copay outpatient/out-of-Hospital professional only for an initial evaluation or a reevaluation visit)
Diabetic supplies/syringes	80% of the Allowed Amount after deductible
Dialysis	80% of the Allowed Amount after the deductible
Durable medical equipment including Prosthetics (for the rental, fitting and adjusting of durable medical equipment) Note: The Plan reserves the right to purchase rather than rent any item	80% of the Allowed Amount after the deductible Pre-Authorization is required for purchases and rentals. If you fail to obtain Pre-Authorization, your claim will be denied
Infusion therapy	80% of the Allowed Amount after the deductible
MRI, CAT, PET scans Diagnostic	80% of the Allowed Amount after the deductible 100% of the Allowed Amount
Routine	
Nutritional counseling if prescribed by a Practitioner	80% of the Allowed Amount after the deductible for treatment; 100% of the Allowed Amount for preventative
Occupational therapy (maximum of 90 visits for occupational therapy and/or	80% of the Allowed Amount after the deductible (\$30 copay outpatient/out-of-Hospital professional only for an initial evaluation or a reevaluation visit)

Service, Supply, Treatment	
physical therapy in a Calendar Year)	
Orthotic shoe inserts	80% after the deductible, up to \$250; once every three Calendar Years
Oxygen and its administration	80% of the Allowed Amount after the deductible
Physical therapy (maximum of 90 visits for occupational therapy and/or physical therapy in a Calendar Year)	80% of the Allowed Amount after the deductible (\$30 copay outpatient/out-of-Hospital professional only for an initial evaluation or a reevaluation visit)
Private-duty nursing on an outpatient basis only if ordered by a physician and furnished while intensive skilled nursing care is required to treat an acute illness or injury and the patient is not in a facility that provides nursing care (Pre-Authorization required)	80% of the Allowed Amount after the deductible, up to maximum of \$7,000 per Calendar Year
Radiation therapy	80% of the Allowed Amount after the deductible
Respiration therapy	80% of the Allowed Amount after the deductible (\$30 copay outpatient/out-of-Hospital professional only for an initial evaluation or a reevaluation visit)
Speech therapy (maximum of 90 visits in a Calendar Year)	80% of the Allowed Amount after the deductible (\$30 copay outpatient/out-of-Hospital professional only for an initial evaluation or a reevaluation visit)
Vision care (nonroutine)	80% of the Allowed Amount after deductible
Wigs (If Medically Necessary)	80% of the Allowed Amount up to \$500 annual maximum
X-rays and laboratory tests Diagnostic (inpatient)	80% of the Allowed Amount after deductible
Routine	100% of the Allowed Amount
<p>Note: In-network labs are based on the location of the Provider ordering the tests Please refer to Horizonblue.com's Provider Directory or contact Horizon to locate an in-network lab.</p>	

Hearing Aid Benefit (Part-time Employees Only, Not Including Service Clerks)

The Plan pays a hearing aid benefit for Part-time Employees (not including Service Clerks); Dependent Children are not eligible for this benefit. Covered Services must be performed by an audiologist or licensed physician and include:

- A hearing test, including an audiogram for air and bone conduction, a discrimination test score and a speech reception score
- Hearing aid(s) (but not the cost of battery replacements)

The hearing aid benefit is up to a maximum benefit of \$350 once every five years.

Clinical Trial Benefit

The Plan covers participation in an approved clinical trial for which a Covered Person is a qualified individual with respect to the treatment of cancer or another life-threatening disease condition. This coverage will be provided if: (a) the Covered Person's Practitioner is involved in the clinical trial, and (b) the Practitioner has concluded that the Covered Person's participation is appropriate or if the Covered Person gives medical or scientific information proving that such participation would be appropriate. Unless required by applicable federal law, this coverage includes, to the extent coverage would be provided other than for the clinical trial: (a) Practitioner's fees, (b) lab fees, (c) Hospital charges, (d) treating and evaluating the Covered Person during the course of treatment or regarding a complication of the underlying illness, and (e) other routine costs related to the Covered Person's care and treatment, to the extent that these services are consistent with the usual and customary patterns and standards of care furnished whenever a Covered Person receives medical care associated with an approved clinical trial. This coverage does not include: (a) the cost of Experimental or Investigational drugs or devices themselves, (b) non-health services that the Covered Person needs to receive the care and treatment, (c) the costs of managing the research, or (d) any other services, supplies or charges that the Plan would not cover for treatment that is not Experimental or Investigational. For purposes of this provision, the terms "qualified individual," "life-threatening disease or condition," "approved clinical trial," and "routine patient costs" shall have the same meanings as found in the Public Health Service Act §2709.

COVID-19 Related Coverage

COVID-19 Testing

During periods required by applicable law only, the Fund will cover of the cost of claims, consistent with the terms described herein, for: (1) diagnosis products for the detection of SARS-CoV-2 or the diagnosis of COVID-19 that are approved by the FDA, and the administration of such diagnostic products; (2) items and services furnished to you during health care provider office visits, urgent care visits, and emergency room visits that result in an order for, or administration of, such a diagnosis product, but only to the extent that the item or service relates to the furnishing or administration of the diagnostic test or the evaluation of whether an individual needs a diagnostic test; (3) in vitro diagnostic testing for which a developer has requested, or intends to request, emergency use authorization from the Food and Drug Administration ("FDA"), unless such request has not been timely submitted to the FDA for consideration or until such request has been denied by the FDA; (4) in vitro diagnostic testing authorized by a State that has notified the Secretary of Health and Human Services ("HHS") of its intention to review such tests; and (5) any COVID-19 diagnostic testing that the Secretary of HHS determines to be appropriate and for which guidance has been issued.

For these services, the Fund will cover 100% of the charges billed by an in-network provider, with no co-payment, co-insurance or deductible. For out-of-network claims for these services, the Fund will pay 100% of the lesser of the provider's billed charges or the in-network rate. If the provider's billed charges are greater than the highest in-network rate for the Plan, you may be responsible to pay the difference to the extent permitted by law.

COVID-19 Vaccinations

The Fund will cover the cost to administer an immunization intended to prevent or mitigate the coronavirus (COVID-19) disease, provided the immunization has received either (i) a recommendation from the U.S. Preventive Services Task Force or (ii) a recommendation from the Advisory Committee on Immunization Practice, which has been approved by the Center for Disease Control ("Coronavirus Vaccine").

Participants may utilize their pharmacy or medical benefits to cover the cost of the vaccine. If the Coronavirus Vaccine is administered by a provider that participates in the Plan's hospital and medical network with Horizon BlueCross Blue Shield of New Jersey or a pharmacy that participates in the Plan's PBM network with Express Scripts, the Plan will cover the vaccine administration fee at 100% of the negotiated rate. If the Coronavirus Vaccine is administered by an out-of-network provider or pharmacy, the Plan will cover the administration cost up to a maximum of the amount that would be reimbursed by Medicare for the administration of the vaccine. Please note, under federal law, you are not required to pay any amounts out-of-pocket for a Coronavirus Vaccine, including any difference between the charges billed by an out-of-network provider and the amount paid by the Fund.

EXPENSES THE MEDICAL PLAN DOES NOT COVER

The following expenses are not covered by the Plan. The Plan also excludes any expense not specifically listed as covered.

- Administration of oxygen, unless specifically listed as covered
- Anesthesia and consultation services when they are given in connection with non-Covered Charges
- Any part of a charge that exceeds the allowance
- Any therapy not included in the definition of Therapy Services
- Biofeedback services
- Blood or blood plasma or other blood derivatives that are replaced by a Covered Person
- Charges for canceled appointments and any associated cancellation fees
- Charges and claims not submitted within 12 months of the date of service
- Charges incurred during a Covered Person's temporary absence from a Provider's grounds before discharge
- Charges for any services necessitated by a motor vehicle accident that can be collected under the terms of any federal or state law mandating indemnification regardless of fault, whether or not the Covered Person asserts rights to obtain coverage under the applicable law. As an example, if you are in a single-car automobile accident and incur covered medical expenses and your automobile insurance has health care coverage up to \$50,000 with a \$2,000 deductible, the Plan will pay the first \$2,000 in covered medical expenses, and then nothing until you have exhausted your \$50,000 coverage limit.
- Chiropractic care
- Completion of claim forms
- Consumable medical supplies that are purchased outside of a Hospital, Urgent Care or office visit, which are nondurable medical supplies that cannot withstand repeated use, are usually disposable, and are generally not used in the absence of Illness or Injury; they include, but are not limited to, bandages, antiseptics, and skin preparations
- Cosmetic services, including procedures, treatments, drugs, biological products and complications of cosmetic surgery
- Court-ordered treatment that is not Medically Necessary and Appropriate

- Custodial or domiciliary care, including respite care except as otherwise provided under the Hospice Care Benefits section of this SPD
- Dental care or treatment, except as otherwise provided for in this SPD; this exclusion includes, but is not limited to, the restoration of tooth structure lost by decay, fracture, attrition or erosion; endodontic treatment of teeth; surgery and related services to treat periodontal disease; osseous surgery and any other surgery to the periodontium; the replacement of missing teeth; the removal and reimplantation of teeth (and related services); any orthodontic treatment; dental implants and related services; and orthognathic surgery
- Diversional/recreational therapy or activity
- Drugs that are infused by a Practitioner who is not a pharmacist; drugs that need to be administered with medical assistance
- Drugs that are not dispensed by a pharmacist or a pharmacy; services rendered by a pharmacist that are beyond the scope of his or her practice
- Educational services or supplies, except as covered under the ABA benefit described below or otherwise specifically covered in this booklet. A service or supply is educational if either (a) the primary purpose of the service or supply is to provide the Covered Person with training in the activities of daily living (other than training directly related to treatment of an Illness or Injury that resulted in a loss of a previously- demonstrated ability to perform those activities; instruction in scholastic skills such as reading and writing; preparation for an occupation; or treatment for learning disabilities; or (b) the service or supply is provided to promote development beyond any level of function previously demonstrated. The length of a Hospital stay and Hospital services and supplies are not covered to the extent that they are allocable to the scholastic education or vocational training of the patient
- Employment/career counseling
- Expenses incurred after any payment, duration or visit maximum is or would be reached
- Experimental or Investigational treatments, procedures, hospitalizations, drugs, biological products or medical devices, except as otherwise stated in this SPD
- Eye exams, eyeglasses, contact lenses and all fittings, except as otherwise stated in this SPD; orthoptic therapy, surgical treatment for the correction of a refractive error including, but not limited to, radial keratotomy
- Facility charges when billed by a Provider that is not an eligible facility
- Food products (including enterally administered food products, except when used as the sole source of nutrition)
- Home health care visits connected with the administration of dialysis
- Hospice services, except as provided under the Hospice Care Benefits section of this SPD

- Housekeeping services, except as an incidental part of Covered Services and supplies furnished by a Home Health Agency
- Occupational Illness or Injury
- Immunizations, except as stated in this SPD
- Injuries or Illnesses for which a third-party may be responsible, except as otherwise provided in the Subrogation provisions of this SPD
- Light-box therapy and the appliance that radiates light
- Maintenance therapy for physical therapy, manipulative therapy, occupational therapy and speech therapy
- Marriage or financial counseling, or sex therapy
- Membership costs for health clubs, weight loss clinics and similar plans/programs
- Methadone maintenance
- Milieu therapy; inpatient services and supplies that are primarily for milieu therapy even though covered treatment may also be provided
- Nonmedical equipment that may be used primarily for personal hygiene or for the comfort or convenience of the patient, including but not limited to air conditioners, dehumidifiers, purifiers, saunas, hot tubs, televisions, telephones, first aid kits, exercise equipment, and heating pads
- Pastoral counseling
- Personal comfort and convenience items
- Psychoanalysis to complete the requirements of an educational degree or residency program
- Psychological testing for educational purposes
- Removal of abnormal skin outgrowths and other growths, including, but not limited to, paring or chemical treatment to remove corns, calluses, warts, hornified nails and all other growths unless it involves cutting through all layers of the skin (this does not apply to services needed for treatment of diabetes)
- Rest or convalescent cures
- Room and board charges for any time the patient was not physically present in the room
- Routine exams (including related diagnostic X-rays and lab tests) and other services connected with activities such as pre-marital or similar exams or tests, research studies, education or experimentation, and mandatory consultations required by Hospital regulations

- Routine foot care, except as may be Medically Necessary and Appropriate for the treatment of certain Illnesses or Injuries, including treatment for corns, calluses, flat feet, fallen arches, weak feet, chronic foot strain, and symptomatic complaints of the feet, except as otherwise stated in this SPD
- Services involving equipment or facilities used when the purchase, rental or construction has not been approved in compliance with applicable state laws or regulations
- Services performed by anyone who does not qualify as a Practitioner, a Hospital resident, intern or other Practitioner who is paid by the facility and is not allowed to charge for Covered Services (Hospital-employed physician specialists may bill separately for their services)
- Services required by an employer as a condition of employment, and services rendered through a medical department, clinic or other similar service provided or maintained by the employer
- Services or supplies
 - Connected with any procedure or exam not needed for the diagnosis or treatment of an Injury or Illness for which a bona fide diagnosis has been made because of existing symptoms
 - Eligible for payment under federal or state programs (except Medicare and Medicaid when, by law, the Plan is primary)
 - For which a charge is not usually made, such as a Practitioner treating a professional or business associate, or services at a public health fair
 - For which the Covered Person is not legally obligated to pay
 - For which the Covered Person would not have been charged if he or she did not have health care coverage
 - For which the Provider has not received a certificate of need or such other approvals as required by law
 - Furnished by a member of the Covered Person's family (spouse, child, parent, in-law, brother or sister)
 - Needed due to an Injury or Illness to which a contributing cause was the Covered Person's commission of or attempt to commit a felony, or to which a contributing cause was the Covered Person's engagement in an illegal occupation
 - Provided by a government Hospital or provided by or in a facility run by the Department of Defense or Veterans Administration for a service-related Illness or Injury unless coverage for the services is required by law
 - Provided by a licensed pastoral counselor in the course of his or her normal duties as a pastor or minister

- Provided by a social worker, except as otherwise stated in this SPD
- Provided during any part of a stay at a facility or during Home Health Care chiefly for bed rest, rest cure, convalescent care, custodial or sanatorium care, diet therapy or occupational therapy
- Provided to treat an Injury or Illness resulting from war or an act of war if the Injury or Illness occurs while, or as a result of the special hazards incident to, the Covered Person's serving in the military, naval or air forces of any country, combination of countries or international organization, or serving in any civilian noncombatant unit supporting or accompanying the military, naval or air forces
- Provided to treat an Injury or Illness resulting from war or an act of war if the Injury or Illness occurs while the Covered Person is not in the military, naval or air forces of any country, combination of countries or international organization, if the Injury or Illness occurs outside the home area
- Rendered prior to the Covered Person's coverage date or after his or her coverage under the Plan ends, except as stated in this SPD
- Which are not Medically Necessary or Appropriate
- Which are specifically limited or excluded in this SPD
- Smoking cessation aids of all kinds and the services of stop-smoking providers, except when covered under the Prescription Drug Plan or as required by federal regulation
- Special medical reports not directly related to treatment of the Covered Person
- Stand-by services required by a Practitioner, or services performed by surgical assistants not employed by a facility
- Sterilization reversal
- Sunglasses, even if by prescription
- Surgery, sex hormones and related medical and psychiatric services to change sex, as well as services and supplies arising from complications of sex transformation and treatment for gender identity disorders
- Telephone consultations, except as Horizon may request
- The administration or injection of any drugs; except that this exclusion will not apply to a drug that: (a) has been prescribed for a treatment for which it has not been approved by the U.S. Food and Drug Administration ("FDA"); and (b) has been recognized as being medically appropriate for such treatment in the American Hospital Formulary Service Drug Information, the United States Pharmacopoeia Drug Information or a clinical study or review article in a major peer-reviewed professional journal

- Temporomandibular joint (TMJ) dysfunctions syndrome treatment
- Transplants, except as otherwise stated in this SPD
- Transportation and travel, except as otherwise stated in this SPD
- Vision therapy, vision or visual acuity training, orthoptics, pleoptics
- Vitamins and dietary supplements
- Weight reduction or control, unless there is a diagnosis of morbid obesity; special foods, food supplements, liquid diets, diet plans, or any related products, except as otherwise stated in this SPD
- Hair transplants, hair weaving or any drug used to eliminate baldness, except as otherwise stated in this SPD

PRESCRIPTION DRUG BENEFITS FOR PART-TIME EMPLOYEES (NOT INCLUDING SERVICE CLERKS), AND ENROLLED DEPENDENT CHILDREN

The Plan provides prescription drug benefits for you and your enrolled Dependent Children through its Pharmacy Benefit Manager or PBM (currently Express Scripts). When you are first enrolled, you will receive a prescription drug ID card, which you should present when you fill a prescription. Prescription benefits are only available when the drugs are prescribed by a Practitioner.

You must use an in-network retail pharmacy to receive benefits, unless you have a life-threatening emergency. If you use an out-of-network pharmacy, no benefits will be paid, and you will have to pay the full cost of your prescription out of your own pocket.

Use of Generic Drugs where available is mandatory, unless a Practitioner certifies that the Covered Person has a medical condition that precludes the ability to take the Generic Drug and the PBM provides Prior Authorization based on such certification. Absent such Prior Authorization, when a Covered Person, Practitioner or pharmacy chooses a Preferred Brand Name Drug or Non-Preferred Brand Name Drug (collectively, a Brand Name Drug) when a therapeutically equivalent Generic Drug is available, the Covered Person must pay the difference in cost between the Generic Drug and the Brand Name Drug, in addition to the copayment amount for the Brand Name Drug. For purposes of this rule, a Generic Drug is “therapeutically equivalent” to a Brand Name Drug if it has essentially the same effect in the treatment of a disease or condition as the Brand Name Drug.

If you are on a maintenance prescription drug (one that you take for an extended period such as blood pressure, cholesterol-reducing, or heart medication), you must obtain your prescription drugs through the Mail at Retail or Mail Order Drug Program explained below. You may have your initial prescription and two refills processed at a retail pharmacy, but any further prescriptions must be processed through the Mail at Retail or Mail Order Drug Program. **Attempts to fill maintenance drug prescriptions at retail pharmacies outside of these limits will be rejected and your claims for those prescription drugs will be denied.**

The Plan also offers an over-the-counter assistance program. If you obtain a prescription for certain over-the-counter allergy medications or proton-pump inhibitors, you may fill your prescription and receive an over-the-counter allergy medication or proton pump inhibitor for a copay (\$5 copay for a monthly supply and \$10 copay for a 90-day supply). Please contact the Fund Office for additional details on the over-the-counter assistance program.

For up to a:	The Prescription Drug Plan pays 100% after you pay a copay of:
34-day supply of medication at an in-network retail pharmacy or Specialty Drugs (see below)	
<ul style="list-style-type: none"> ■ For Generic Drugs and certain prescribed over-the-counter allergy medications and proton-pump inhibitors 	\$5
<ul style="list-style-type: none"> ■ For Preferred Brand Name Drugs 	\$15

For up to a:	The Prescription Drug Plan pays 100% after you pay a copay of:
<ul style="list-style-type: none"> ■ For Non-Preferred Brand Name Drugs 	\$30
90-day supply of medication through the PBM mail order pharmacy or Mail at Retail Program	
<ul style="list-style-type: none"> ■ For Generic Drugs and certain prescribed over-the-counter allergy medications and proton-pump inhibitors 	\$10
<ul style="list-style-type: none"> ■ For Preferred Brand Name Drugs 	\$30
<ul style="list-style-type: none"> ■ For Non-Preferred Brand Name Drugs 	\$60

The Fund will cover preventative care medication with no cost-sharing to the extent required by the ACA.

Pre-Authorization Requirements

Certain drugs, including those that are characterized as Specialty Drugs must be pre-authorized before they are covered under the Plan. The pre-authorization process helps to ensure that the prescribed drug is the most appropriate medication to treat your condition. All pre-authorization requests will be reviewed by a specially trained clinician at ESI based on pre-established medical criteria and follow-up with the prescriber.

Before starting a new medication, you or your prescriber should contact ESI at (866) 388-0450 to determine whether a pre-authorization is required. Information regarding the diagnosis code, duration of the therapy, directions for administration of the medication, and any therapies previously tried to treat the condition must be provided to. Once this information is received, it is then forwarded to a specific clinical review department, where it will be either denied or approved. If your claim is denied based on the pre-authorization review, you will be notified of that determination, and you can appeal that determination consistent with the claims and appeals rules described in this SPD.

Step Therapy Program

Step therapy is a process used to ensure that the most effective, safe, and least costly medications are tried first before moving on to other medications. If you submit a prescription for a drug that is subject to the step therapy program, a clinician at ESI will contact the prescriber to determine if there is a medical reason that you cannot take a drug on a “lower step” than the one prescribed. If the prescriber agrees, your prescription will be filled consistent with the Fund’s step therapy program. If ESI determines that there is no medical reason for you not to take a medication that is on a lower step and you request the originally prescribed medication, the Fund will not cover the cost of your prescription. If you have any questions about whether a particular drug is subject to a step therapy program or how that program works, please contact ESI.

Quantity Limits

Quantity limits are placed on certain medications to ensure effectiveness, safety, and appropriate usage of the medication. The quantity limit is the maximum amount of a particular medication that can be provided to an individual during a given amount of time. If a medication is prescribed over the standard maximum limit for that drug, a pre-authorization will need to be completed. If the pre-authorization is denied, the Fund will only cover the prescription up to the maximum quantity limit for that medication. For a list of drugs that are subject to quantity limits, please contact ESI.

Other Limitations

Many brand drugs have a generic equivalent that is required to have the same quality, strength, and purity as the brand drug. Therefore, if you receive a prescription for a brand drug that has a generic equivalent, the pharmacist will fill the prescription using the generic equivalent. If you request that the brand drug be provided instead, the Fund will cover the cost of the brand drug up to the amount it would for the generic equivalent and you will be required to pay the difference, in addition to the applicable Co-payment.

Mail at Retail Program

The Mail at Retail Program allows you to obtain a 90-day supply of maintenance prescription drugs directly from certain retail stores in the pharmacy network at the mail order cost. The Mail at Retail Program network includes ShopRite, Stop & Shop and certain Foodtown stores.

Mail Order Drug Program

You can obtain a 90-day supply of maintenance medications through the Mail Order Drug Program. You can have each prescription refilled up to three times within a 12-month period.

To fill a prescription through the Mail Order Drug Program, you must complete an application and enclose the appropriate copayment. You can pay for your prescription with a check or credit card. Do not send cash through the mail. Mail Order Drug Program prescription applications and self-addressed envelopes are available by calling the Fund Office at (800) 522-4161 (TTY: 711). Your prescription will be filled and mailed (along with another application form and self-addressed envelope) within 24 hours of receipt. After 12 months, you must mail a new written prescription to the mail order pharmacy.

To reach a Mail Order Drug Program customer service representative, write or call the PBM at:

Express Scripts
Home Delivery Services
P.O. Box 8545
Bensalem, PA 19020-8545
Tel. (866) 388-0450

Prescription Drugs Not Covered

In addition to the exclusions described under “Expenses The Medical Plan Does Not Cover” and the other limitations described in this Section with respect to prescription drugs, prescription drug benefits do not

include the following; provided, however, that some of the following may be covered under the “Medical and Hospital Benefits” section:

- Administration of drugs
- All drugs on the federal DESI listed as ineffective
- Any drug labeled “Caution—limited by Federal Law for investigational use” or Experimental drugs, except as otherwise required by applicable federal law
- Any medication taken or administered while a Covered Person is an inpatient in a licensed Hospital, rest home, sanitarium, extended-care facility, convalescent home, nursing home or similar institution
- Biological serum
- Blood and blood plasma
- Claims and charges not submitted within 12 months of the date of service
- Contraceptive devices that are not required to be covered by applicable law
- Drugs administered in the Practitioner’s office
- FDA-approved non-legend drugs
- Injectables
- Medications for the treatment of infertility or impotency
- Medications for which there is no charge under local, state and/or federal programs
- Over-the-counter drugs and diet supplements (except for aspirin, allergy medications and proton-pump inhibitors when prescribed by a physician)
- Over-the-counter vitamins unless required by the Affordable Care Act or other applicable law
- Prescriptions for cosmetic purposes (such as Minoxidal, Retin-A, Rogaine)
- Therapeutic devices or appliances
- Unauthorized refills

Please also see the “Coordination of Benefits” section above if prescription drugs may be paid, in whole or in part, by any other plan.

VISION BENEFIT FOR PART-TIME EMPLOYEES AND ENROLLED DEPENDENT CHILDREN

Vision benefits are provided under an insurance policy with Horizon. Horizon has partnered with Davis Vision program to make available an extensive network of optometrists and ophthalmologists, conveniently located in medical offices and shopping centers close to your home or work. When you use a Participating Provider, your benefits are generally higher than if you receive vision care services from a non-Participating Provider (see below). The frequency with which these benefits can be received is determined on a Calendar Year basis. Any questions regarding vision benefits should be directed to Davis Vision at (800) 278-7753.

For:	If you use a participating Provider, the Plan pays the following:	If you use a non-participating Provider, you will be reimbursed the following amounts:
Annual eye examination (one every Calendar Year)	100% Includes dilation when professionally indicated Does not include fees for contact lens evaluation and fitting; you will be responsible for these but will receive a 15% discount from Participating Providers	Up to \$40
Eyeglass lenses (one pair every Calendar Year)* Clear plastic lenses in any prescription below (see below for more information related to eyeglass lenses)		
■ Single vision	100%	Up to \$40
■ Bifocal lenses	100%	Up to \$60
■ Trifocal lenses	100%	Up to \$80
■ Lenticular lenses	100%	Up to \$100

For:	If you use a participating Provider, the Plan pays the following:	If you use a non-participating Provider, you will be reimbursed the following amounts:
Frames (one pair every Calendar Year) (see below for more information related to eyeglass frames)	<p>\$100 or \$150 allowance; 20% savings on amounts over allowance</p> <p>Covered in Full Frames: Any Fashion level frame from Davis Vision's Collection¹ (retail value, up to \$100).</p> <p>OR, Frame Allowance: \$100 toward any frame from provider plus 20% off any balance.² No Copayment required.</p> <p>OR, Visionworks Frame Allowance: \$150 allowance plus 20% off any balance toward any frame from a Visionworks retail store.³No Copayment required.</p>	Up to \$50*
Contact lenses if Medically Necessary (e.g., following cataract surgery) (one pair every Calendar Year)	Covered in Full: With prior approval	Up to \$225
Contact lenses in lieu of eyeglasses (one pair every Calendar Year)	<p>Contact Lens Allowance: \$100 toward any contacts from Participating Provider's supply plus 15% off any balance² No Copayment required</p> <p>Contact Lens Exam Fitting and Evaluation: 15% discount</p>	<p>Up to \$80</p> <p>Not covered</p>
Additional Frames and Lenses Costs Not Covered by the Plan		Price You Will Pay at Participating Provider
Davis Vision Collection Frames: Fashion Designer Premier		\$0 \$15 \$40
Tinting of Plastic Lenses		\$15
Oversize Lenses		\$0
Scratch-Resistant Coating		\$0
Ultraviolet Coating		\$15
Anti-Reflective Coating: Standard Premium Ultra		\$40 \$55 \$69

¹ The Davis Vision Collection is available at most Participating provider locations. Collection is subject to change.

² Additional discounts not applicable at Walmart, Sam's Club or Costco locations.

³ Enhanced Allowance is available at Visionworks store locations nationwide.

Polycarbonate Lenses	\$0 ⁴ -\$35
High-Index Lenses	\$60
Progressive Lenses: Standard Premium Ultra	\$65 \$105 \$140
Polarized Lenses	\$75
Photochromic Lenses (i.e., Transitions [®] , etc.) ⁵	\$70
Intermediate-Vision Lenses	\$30
Scratch Protection Plan: Single Vision Multifocal Lenses	\$20 \$40

The above prices are subject to change. For current prices, contact Davis Vision toll-free at (800) 278-7753. If you obtain the above special frames, lenses or coatings from a non-Participating Provider, you are responsible for 100% of the charges.

* If you choose to be reimbursed for contact lenses, you will not get reimbursed for new frames until 12 months have passed since you were reimbursed for your first pair of contact lenses.

Please note: Your Davis Vision Provider reserves the right to not dispense materials until the Covered Person has paid all applicable costs, fees and copayments. Contact lenses: Routine eye examinations do not include professional services for contact lens evaluations. Any applicable fees related to the evaluation and fitting allowance for contact lenses are the responsibility of the Covered Person. If contact lenses are selected and fitted, they may not be exchanged for eyeglasses. Progressive lenses: If you are unable to adapt to progressive lenses you have purchased, conventional bifocals will be supplied at no additional cost; however, your copayment is nonrefundable. May not be combined with other discounts or offers offered by your Provider.

Finding a Participating Provider

To find a participating Provider, you can go to www.davisvision.com and click on *Find a Provider* or call Davis Vision toll-free at (800) 278-7753. Once you've selected a participating Provider, call to make an appointment and identify yourself as a Davis Vision Covered Person. The benefits in the charts above apply if you use participating Providers.

Using a Non-Participating Provider

If your Provider is not part of the Davis Vision network, you pay the full cost for vision care services at the time you receive them. You must submit a claim for reimbursement within 12 months of the date of service.

Is a Claim Form Needed?

Claim forms are only required if you visit a non-participating Provider. Claim forms are available at davisvision.com. The following information will be needed to file your claim:

- An itemized receipt with the following information
 - the name, address and phone number of the non-Participating Provider
 - date of service
 - a complete description of each service provided

⁴ For Dependent Children, monocular patients and patients with prescriptions of +/- 6.00 diopters or greater.

⁵ Transitions[®] is a registered trademark of Transitions Optical Inc.

- amount paid for each service
- The group name
- Your name, address, phone number and Social Security number
- The patient's name and birth date (and phone number and address if they are different from yours)
- The patient's relationship to you.

Keep a copy of your claim and receipts and mail the originals to:

Davis Vision
 Vision Care Processing Unit
 P.O. Box 1525
 Latham, NY 12110

How Can I Contact Davis Vision's Member Services?

Call 1.800.278.7753 for automated help 24/7. Live help is also available seven days a week: Monday-Friday, 8 a.m.-11 p.m. | Saturday, 9 a.m.-4 p.m. | Sunday, 12 p.m.-4 p.m. (Eastern Time). (TTY services: 1.800.523.2847)

For Options Not Covered by the Plan

If you use services or products not covered by the Plan—such as eyeglass frames that exceed the Plan allowance, sunglasses, oversized lenses or blended lenses—you must pay the additional cost. Your doctor can help you choose the best frame for you based on your coverage.

Emergency Care

Vision care to treat a medical condition due to Illness or Injury is not covered under the Vision Plan. These services may be covered under the Medical and Hospital Benefit. For assistance with nonmedical emergencies—such as lost, stolen or broken glasses—contact Horizon's Vision Care Processing Unit directly at (800) 278-7753.

Are There Other Exclusions Under the Vision Plan?

The Vision Plan does not cover medical treatment of eye disease or injury; vision therapy; special lens designs or coatings, other than those described herein; replacement of lost eyewear; nonprescription (plano) lenses; contact lenses and eyeglasses in the same benefit cycle; services not performed by licensed personnel; or two pairs of eyeglasses in lieu of bifocals.

Vision Plan Insurance Policy Controls

Information on the Vision benefit provided in this SPD is intended to provide a general overview of the Vision benefit and is not a contract. Only the insurance policy between the Fund and Horizon, can give actual terms, coverages, amounts, conditions and exclusions. The insurance policy is available for review at the Fund Office.

DENTAL BENEFITS FOR PART-TIME EMPLOYEES AND ENROLLED DEPENDENT CHILDREN

Each Calendar Year you can receive a dental benefit of up to a maximum of \$2,500 for each Covered Person.

If dental charges total more than \$2,500, you will be advised of those charges before any treatment begins. In that case, you will be required to make that payment out of your own pocket.

You can use any dental Provider you choose. Keep in mind, however, that if you use a participating dental Provider, you will spend less out of your own pocket. By using participating dentists, you can minimize your out-of-pocket expenses since all participating dentists agree to limit their fees to the Plan's allowances for Covered Services.

Please also see the "Coordination of Benefits" section above if dental work may be paid, in whole or in part, by any other plan.

Using a Participating Dentist

When you or your Dependent Children need dental treatment, call the Fund Office at (800) 522-4161 (TTY: 711) to find a participating dental office close to your home or work or check the Fund's website at www.1262funds.org to see which dental Providers participate in the Fund's network. Then, call the participating dentist and be sure to identify yourself as a Covered Person of the UFCW Local 1262 and ShopRite Welfare Fund when you make your appointment. The dentist will verify your eligibility with the dental administrator.

If you use a participating dentist, there is nothing you need to do at the time of your visit. Your dentist will handle all of the claims processing for you and will file claims directly with Horizon Dental Services. Horizon will handle all the claims processing and administrative services, including paying your dental Provider directly for your covered dental benefits.

Using a Non-Participating Dentist

If you or your Dependent Children choose to use a dentist who does not participate in the network established by the Fund, you will be responsible for paying the dentist at the time you receive service and submitting a claim under the Plan. You will be reimbursed based on the Plan's fee schedule. Keep in mind that this reimbursement may not cover the full cost of the dental services you receive. You must also pay an annual deductible of \$15 for an individual or \$30 for an entire family when using a non-participating dentist. The deductible applies to all Covered Services except preventive care as defined by applicable federal law.

Pre-Treatment Review

The Plan has a pre-treatment review process that helps to improve the quality of your dental care. If your dentist estimates that the cost of your treatment will be \$250 or more, your dentist must submit a claim for pre-determination of benefits along with X-rays, before treatment begins. Horizon Dental Services will review the proposed treatment and answer any questions about coverage and the proposed procedure before the work is completed. If your dentist recommends a course of treatment that is more extensive

than usual in similar cases, Horizon may suggest alternative treatments. This review also lets you and the dentist know what is covered under the Plan and what your benefits will be. You are encouraged to ask your dentist to use the pre-treatment review process to protect you against large out-of-pocket dental bills for treatment that is not covered.

Alternative Treatment Benefits

This feature governs the benefits available under the Plan. If, as part of the pre-treatment review process, Horizon determines that your dentist's recommended treatment is more expensive than deemed appropriate, the Plan will pay benefits based on the cost of the less-expensive, alternative treatment.

Covered Dental Services

Appendix A attached to this SPD provides the fee schedule for covered dental services, effective August 1, 2019. As the fee schedule may change from time to time, for an updated list of covered dental services, call the Fund Office at (800) 522-4161 (TTY: 711). Note that the Trustees reserve the right to change the fees in this schedule at any time.

Orthodontic Treatment

Covered Persons under age 23 are eligible for orthodontic treatment under the Plan. If you receive orthodontic services from a participating Provider, the most a Covered Person will be responsible to pay out-of-pocket for a particular course of treatment is \$850. There is no limit to what a Covered Person can be responsible to pay to a non-participating Provider. Except as otherwise required by law, the maximum lifetime orthodontic benefit is \$1,925 for each Covered Person. After each Covered Person reaches this lifetime maximum, no further orthodontic services will be covered under the Plan, unless required by applicable law.

Benefits for orthodontic treatment are paid in installments. The initial benefit payment is 25% of lifetime maximum (25% x \$1,925)—or \$481.25. The Plan then divides the balance of the lifetime maximum (\$1,925 minus \$481.25)—or \$1,443.75—by the number of months of treatment and submits payment quarterly. For example, if treatment is to continue over 24 months, you would receive \$180.48 each quarter over the 24-month period. ($\$1,443.75/24 = \60.16×3 months per quarter).

Maximum Benefits

For individuals age 19 and older, the Dental Plan pays up to a maximum of \$2,500 in dental benefits for each Covered Person each Calendar Year for all Covered Services except orthodontia. There is a separate individual lifetime maximum of \$1,925 for orthodontic treatment. The Plan also has an individual maximum of \$2,262 in any continuous three-year period for periodontal care. These dollar limits do not apply to pediatric dental services that are considered essential health benefits under federal law.

Extended Benefits

If you begin treatment while coverage is in effect, but coverage ends before your dentist has completed treatment, your benefits will be extended for up to 90 days for:

- Bridges

- Crowns
- Dentures
- Orthodontics
- Root canal

The Plan considers treatment to have begun when:

- An impression is taken for dentures
- Orthodontic bands and wires are placed on the teeth
- Preparation of the tooth begins for crowns or bridgework
- Root canal therapy begins on the tooth.

Dental Expenses the Plan Does Not Cover

In addition to the exclusions described in “Expenses The Medical Plan Does Not Cover,” the Plan does not cover the following dental expenses:

- Anesthesia other than general anesthesia for one hour in the dentist’s office
- Any claim submitted more than 12 months after the treatment date
- Any dental or orthodontic treatment that began prior to your coverage under the Plan
- Any services that are Experimental or not generally accepted by the dental profession, unless required to be covered by applicable law
- Costs that exceed the Plan’s fee schedule
- Duplication of dentures
- Examinations, diagnostic procedures or treatment by any method of jaw joint problems, including TMJ, TMJ pain syndromes, craniomandibular disorders and myofascial pain dysfunction or other conditions of the joint linking the jawbone (mandible) and skull and the complex muscles, nerves and other tissues related to the joint
- Hospital visits or expenses
- Implants
- Instruction on dental hygiene and plaque control

- Orthodontic care for covered individuals older than age 23 (unless the Claims Administrator determines that the person has handicapping malocclusions)
- Replacement of a crown, inlay, onlay, bridge or full or partial denture that was installed less than five years earlier
- Restorations that are covered are limited to the replacement of lost teeth when due to decay or fracture. Procedures necessary due to abrasion, attrition or erosion are not covered
- Services furnished by or for the U.S. government or any government agency
- Services performed on teeth with a poor prognosis
- Services that are not necessary for treatment of a diagnosed condition, or are provided for purely cosmetic reasons
- Splinting of implants
- Surgical removal of bone tissue, tumors or cysts (which may be covered by the Medical Plan)
- Tests and laboratory examinations
- Treatment of fractures

Claiming Benefits

Claim forms for dental care reimbursements with non-participating dentists are available by calling the Fund Office at (800) 522-4161 (TTY: 711). A claim for dental benefits must include your name, diagnosis, treatment and charge for each treatment. Dentists must indicate their federal tax identification or Social Security numbers on the invoice or claim form.

As the Claims Administrator, Horizon will not accept canceled checks, balance due statements or paid receipts in place of the actual bill or itemized statement as part of your claim for benefits. (See the “Claims and Appeals Procedure” section for information on appealing a claim.) It is important that you complete the claim form as directed. Otherwise, the form will be returned to you, causing a delay in processing and reimbursement.

Horizon may require you to verify a claim for benefits under the Plan. The additional information that may be requested includes, but is not limited to, the following:

- A complete dental chart showing extractions, missing teeth, fillings, prostheses, periodontal mobility and pocket depths and the date of any previously performed work
- An itemized bill showing tooth numbers and quadrants
- X-rays taken before and after the work is performed, study models and laboratory reports

- An examination by a dentist chosen by the Claims Administrator

Send your claim form and bills to:

Horizon Blue Cross Blue Shield of New Jersey Dental Programs
P.O. Box 1311
Minneapolis, MN 55440-1311

LEGAL SERVICES PLAN (PART-TIME EMPLOYEES ONLY, NOT INCLUDING SERVICE CLERKS AND PART-TIME PORTERS) (NO DEPENDENT BENEFITS)

The Legal Services Plan (LSP) provides Part-time Employees (not including Service Clerks and Part-time Porters) with legal assistance in certain incidences. If you need legal assistance, you can call ARAG at (800) 247-4184 or visit its website at www.ARAGLegalCenter.com and type in access code 17997wf for detailed information on Plan benefits and how to use the LSP, and FAQs. You can also:

- Talk to an ARAG Customer Care Counselor by calling the toll-free number (800) 247-4184 Monday through Friday from 7 a.m. to 7 p.m. Central Time
- Email an ARAG Customer Care Counselor at service@ARAGgroup.com

How the LSP Works

Under the LSP, you may choose to receive services from any attorney. However, in-office legal services benefits are paid differently depending on whether you see a network attorney (an attorney who is a member of the LSP) or a non-network attorney.

If you see a network attorney, the LSP pays attorney hourly fees in full for most covered legal matters. In addition, you do not need to file a claim for reimbursement—the network attorney does it for you. You can obtain a complete list of network attorneys for your state, the areas of law they practice, their phone numbers and the languages they speak by calling (800) 247-4184 or by visiting ARAG’s website at www.ARAGLegalCenter.com (access code 17997wf).

If there is not a network attorney located within 30 miles of your home, ARAG will work with you to arrange for you to receive covered legal services through an attorney in your area.

If you receive services from a non-network attorney, you pay the cost of legal services and then file a claim form with ARAG along with your attorney’s billing statement. You will be reimbursed for covered expenses up to the lesser of actual costs or a scheduled amount outlined in the corresponding tables. If you see a non-network attorney, you must notify ARAG within 60 days of the date you first consult with that attorney. In addition, your claim for reimbursement must be received by ARAG within 120 days after you incur a legal expense.

Covered Services

The LSP covers a range of personal legal services for you. Covered Services include the following:

	Plan Pays
	Paid in full
Legal Services That Are Not Performed in an Attorney’s Office	Plan Pays
Learning Center An extensive online library of easy-to-understand legal articles, guidebooks and videos created to help you:	Paid in full

	Plan Pays
<ul style="list-style-type: none"> Learn more about dealing with common legal and financial matters, such as estate planning, identity theft and consumer protection Understand how the legal insurance plan works and the coverages, services and resources it provides. 	
<p>Do-It-Yourself Legal Documents</p> <p>You have online access to more than 350 state-specific documents authored and reviewed by attorneys for accuracy and state-specific compliance in all 50 states.</p>	Paid in full
<p>Identity Theft Services</p> <p>Identity theft services help you protect your privacy, identity, reputation and your property. Services include:</p> <ul style="list-style-type: none"> Legal advice and representation: you can work with an attorney in-person or via telephone for legal advice and representation. Most covered legal matters—including IRS audit protection, IRS collection defense and debt collection—are 100% paid in full when you work with a network attorney Prevention and recovery tools: you have access to several online tools to help you prevent and recover from identity theft. These tools include an identity theft tracking sheet, personal information organizer, identity theft prevention and victim action guidebooks and more Assisted identity restoration: identity theft case specialists are available to help you assess your situation and identify your objectives. They will assist you with tracking activities and progress until the conclusion of each case. 	Paid in full
<p>Telephone Legal Services</p> <ul style="list-style-type: none"> Toll-free telephone advice on how the law relates to your personal legal matter and which actions may be taken Follow-up correspondence and telephone calls to third parties regarding your personal legal matter Specific document preparation and review You will receive legal assistance from the Telephone Legal Access Law Firm for the preparation or review of a standard will or codicils. A “standard will” means a will document without trust provisions other than a support trust for dependent children limited to appointing a guardian and placing assets for dependent children until they reach their age of majority. 	Paid in full

	Plan Pays
<p>Reduced Contingency Fees</p> <p>This service provides you access to a network attorney for a legal matter the network attorney deems to be appropriately handled through the use of a contingency fee. The network attorney will represent you under a contingency fee arrangement where the contingent fee will not exceed 25% of the net recovery if successfully resolved before or after trial or will not exceed 30% of the net recovery if successfully resolved on or after an appeal. The initial consultation for each legal matter will be provided at no cost. If you retained the services of a network attorney prior to the effective date of coverage, the reduced contingency fee benefit is not available.</p>	Reduced Rate
<p>Financial Education and Counseling Services</p> <ul style="list-style-type: none"> • This service provides you toll-free telephonic access to financial counselors. Financial counselors are available to assist you with questions and guidance on a variety of financial planning matters or provide instructions on how to use the financial tools that ARAG offers, such as cash and debt management, budgeting, general financial planning information and guidance, federal tax information and education, retirement planning, Individual Retirement Accounts (IRAs) and investment planning. • You can also access a financial planning website, where you can manage a secure, easily updateable record of your progress toward goals (such as a down payment on a house, reduction of debt or college funding for a child). This website includes a comprehensive suite of financial modeling tools as well as an online reference library that can be used to create a personalized financial plan. You can always call or chat with a financial counselor for personalized guidance on implementation action items. • Financial counselors will help you consolidate bill payments and negotiate with creditors to lower payments—in some cases reducing or eliminating interest and fees. Consolidating bills can help you repay your unsecured debt in three to five years. 	Paid in full

	Plan Pays When Using a Network Attorney	Plan Pays When Using a Nonnetwork Attorney
<p>In-Office Legal Services</p>		
<p>Name Change</p> <p>For legal services for you to legally change your name.</p>	Paid in full	\$240*
<p>Court Adoption</p> <p>Legal services in an uncontested or contested adoption for you to become an adoptive parent. For international adoptions, where a foreign attorney is necessary, you are eligible to receive reimbursement in addition to the benefits available in the United States.</p>		

	Plan Pays When Using a Network Attorney	Plan Pays When Using a Nonnetwork Attorney
In-Office Legal Services		
Uncontested	Paid in full	\$400*
Contested		
Advice, negotiation and office work prior to trial	Paid in full	\$800*
Trial for three days or less	Paid in full	\$1,800**
Trial starting on day four until completion	Paid in full	\$100,000***
Consumer Protection		
Legal services for you as a defendant regarding written contracts or warranties relating to consumer goods or services (excluding residential contractor insurance disputes).		
Advice, negotiation and office work prior to trial	Paid in full	\$800*
Trial for three days or less	Paid in full	\$1,800**
Trial starting on day four until completion	Paid in full	\$100,000***
Defense of Debt Collection		
Legal services for you as the defendant in a legal action related to consumer goods or services (excluding foreclosure, garnishment, mechanic's line and student loan debt collection).		
Advice, negotiation and office work prior to trial	Paid in full	\$480*
Trial for three days or less	Paid in full	\$1,800**
Trial starting on day four until completion	Paid in full	\$100,000***
Small Claims Court		
Legal services for you to obtain advice and counseling to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction). This does not include representation in court.	Paid in full	\$320* (to bring claim)
Legal services to defend an action in Small Claims Court (or similar court of limited civil jurisdiction) including representation in court where allowed by law.	Paid in full	\$400* (to defend claim)
Bankruptcy		
Legal services for you up to and including filing of a Chapter 7 bankruptcy final report or confirmation of a Chapter 13 bankruptcy. This does not include ongoing maintenance of a Chapter 13 repayment plan.		
Chapter 7	Paid in full	\$880*
Chapter 7 post-discharge amendment/modification	Paid in full	\$240*
Chapter 13	Paid in full	\$1,200*
Chapter 13 post-confirmation amendment/modification	Paid in full	\$240*

In-Office Legal Services	Plan Pays When Using a Network Attorney	Plan Pays When Using a Nonnetwork Attorney
<p>Protection from Domestic Violence</p> <p>Legal services for you to obtain a protective order related to domestic violence</p>	Paid in full	\$320*
<p>Divorce</p> <p>Legal services for you in an uncontested or contested divorce, legal separation and/or annulment of marriage.</p> <p style="padding-left: 40px;">Uncontested</p> <p style="padding-left: 40px;">Contested</p>	<p>Paid in full</p> <p>Paid in full up to 20 hours per covered event</p>	<p>\$640*</p> <p>\$1,600*</p>
<p>Child Custody, Child Support and Child Visitation Agreement</p> <p>Legal services for the creation of initial child custody, child support or child visitation agreements. This benefit does not include the modification of current agreements.</p> <p style="padding-left: 40px;">Uncontested</p> <p style="padding-left: 40px;">Contested</p>	<p>Paid in full</p> <p>Paid in full up to 8 hours per covered event</p>	<p>\$320*</p> <p>\$640*</p>
<p>Alimony, Child Support, Child Custody and Child Visitation Enforcement</p> <p>Legal services for a motion brought by you or against you to enforce a final decree for child support, child custody, child visitation or alimony.</p> <p style="padding-left: 40px;">Uncontested</p> <p style="padding-left: 40px;">Contested</p>	<p>Paid in full</p> <p>Paid in full up to 8 hours per covered event</p>	<p>\$320*</p> <p>\$640*</p>
<p>Alimony, Child Support, Child Custody and Child Visitation Modification</p> <p>Legal services for you for a motion brought by you or for you to modify a final decree for child support, child custody, child visitation or alimony.</p> <p style="padding-left: 40px;">Uncontested</p>	Paid in full	\$320*

	Plan Pays When Using a Network Attorney	Plan Pays When Using a Nonnetwork Attorney
In-Office Legal Services Contested	Paid in full up to 8 hours per covered event	\$640*
Foreclosure Legal services for you regarding written notice of foreclosure related to your primary residence. Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion	Paid in full Paid in full Paid in full	\$480* \$1,800** \$100,000***
Document Preparation and Review Legal services for you for the preparation and review of deeds, mortgages, promissory notes, affidavits, lease contracts, demand letters and installment contracts, bills of sale, HIPAA authorization forms and certifications of trust.	Paid in full	\$40 per document
Mechanic's Lien Legal services for you to remove a mechanic's lien Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion	Paid in full Paid in full Paid in full	\$480* \$1,800** \$100,000***
Student Loan Debt Collection Legal services for you as the defendant in a legal dispute related to your student loan Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion	Paid in full Paid in full Paid in full	\$480* \$1,800** \$100,000***
Purchase of Real Estate Legal services for you for the purchase of your primary residence for the review and preparation of documents, including contract for purchase and attendance at closing.	Paid in full	\$320*
Sale of Real Estate Legal services for you for the sale of your primary residence for the review and preparation of documents, including contract for purchase and attendance at closing.	Paid in full	\$320*
Refinancing – Primary Residence Advice and review of relevant documents for you regarding refinancing of your primary residence.	Paid in full	\$160*

	Plan Pays When Using a Network Attorney	Plan Pays When Using a Nonnetwork Attorney
<p>In-Office Legal Services</p> <p>Tenant Matters</p> <p>Legal services for you as a plaintiff or defendant with your landlord as a tenant of your primary residence, including, but not limited to, eviction and security deposit disputes.</p> <p>Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion</p>	<p>Paid in full Paid in full Paid in full</p>	<p>\$320* \$1,800** \$100,000***</p>
<p>IRS Audit Protection</p> <p>Legal services for you involving Internal Revenue Service (IRS) audit(s) related to your personal tax return where the initial written notice is received after the effective date of your LSP coverage and while your coverage is in effect. This does not include audits related to your failure to file a personal tax return or pay taxes owed as indicated on a personal tax return that was filed.</p> <p>Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion</p>	<p>Paid in full Paid in full Paid in full</p>	<p>\$480* \$1,800** \$100,000***</p>
<p>IRS Collection Defense</p> <p>Legal services for you in defense against collection actions by the IRS related to errors on your personal tax return where the initial written notice is received after the effective date of your LSP coverage and while your coverage is in effect. This does not include collection actions related to your failure to file a personal tax return or pay taxes owed as indicated on a personal tax return that was filed.</p> <p>Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion</p>	<p>Paid in full Paid in full Paid in full</p>	<p>\$480* \$1,800** \$100,000***</p>
<p>Social Security/Veterans/Medicare</p> <p>Legal services for you in an administrative proceeding arising out of Social Security, Veterans, Medicare or Medicaid benefits.</p> <p>Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion</p>	<p>Paid in full Paid in full Paid in full</p>	<p>\$400* \$1,800** \$100,000***</p>

	Plan Pays When Using a Network Attorney	Plan Pays When Using a Nonnetwork Attorney
<p>In-Office Legal Services</p> <p>Wills and Durable Powers of Attorney</p> <p>Individual will or spousal will(s). Does not include any tax-planning services done in connection with the will(s).</p> <p>“Will” means a standard will that does not include trust provisions other than a support trust for dependent children that is limited to appointing a guardian and placing assets for dependent children until they reach the age of majority.</p>	Paid in full	\$320 single document \$400 spousal documents
<p>Codicil – Amendment to a Will</p>	Paid in full	\$40 single document; \$80 spousal documents
<p>Living Will/Health Care Directive</p>	Paid in full	\$40 single document; \$80 spousal documents
<p>Power of Attorney/Financial Power of Attorney</p>	Paid in full	\$40 single document; \$80 spousal documents
<p>Parental Responsibilities</p> <p>Legal services for you in juvenile court proceedings (except those involving traffic matters) where a state has brought an action regarding your parental responsibilities for an enrolled Dependent Child.</p> <p>Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion</p>	<p>Paid in full Paid in full Paid in full</p>	<p>\$480* \$1,800** \$100,000***</p>
<p>Criminal Misdemeanor Defense</p> <p>Legal services for you in the defense against criminal misdemeanor charges, except those involving motorized vehicles and domestic violence charges. If a charge is escalated to a felony, coverage will cease as of the date of the escalation. If a felony charge is reduced or pled down to a misdemeanor, no coverage is available.</p> <p>Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion</p>	<p>Paid in full Paid in full Paid in full</p>	<p>\$720* \$1,800** \$100,000***</p>

In-Office Legal Services	Plan Pays When Using a Network Attorney	Plan Pays When Using a Nonnetwork Attorney
Minor Traffic Offenses Excluding DWI-Related Legal services for you in the defense of a traffic offense where a conviction would not result in the suspension or revocation of your driving privileges. This does not include driving while impaired or under the influence of drugs or alcohol.	Paid in full	\$240*
Driving Privilege Protection Legal services for you in the defense of a traffic offense where conviction of the offense will directly result in the suspension or revocation of your driving privileges. Advice, negotiation and office work prior to trial Trial for three days or less Trial starting on day four until completion	Paid in full Paid in full Paid in full	\$480* \$1,800** \$100,000***
Driving Privilege Restoration Legal services for you in an administrative proceeding for the restoration of your suspended or revoked driving privilege. This does not include driving while impaired or under the influence of drugs or alcohol or a related offense.	Paid in full	\$240
* Non-network attorney benefits are up to the stated amount. ** Trial benefits are \$300 per half-day of trial time up to the stated amount. *** Trial benefits are \$400 per half-day of trial time up to the stated amount.		

What the LSP Does Not Cover

The LSP does not cover the following:

- Matters against the Fund;
- Matters against the Trustees, the Administrator, or any Employee of the Fund Office;
- Matters against UFCW Local 1262 or any of its officers, directors, Employees or agents;
- Matters against a contributing employer;
- Matters against ARAG;
- Matters against any person covered by the Legal Services Plan except as expressly listed in this SPD;
- Legal services arising out of a business interest, investment interests, employment matters, your role as an officer or director of an organization, and patents or copyrights;

- Legal services in class actions, post-judgments, punitive damages, personal injury, malpractice, appeals, small claims court or equivalent court in your state; or
- Legal services deemed by the Fund to be frivolous or lacking merit, or in actions in which you are the plaintiff and the amount we pay for your legal services exceeds the amount in dispute, or in which, in our reasonable belief, you are not actively and reasonably pursuing resolution of your case. However, this exclusion does not apply to the Small Claims Court benefit described above.

Also, benefits for telephone legal advice and consultation will not be provided for:

- Matters outside the jurisdiction of the United States of America.
- Matters that, in the opinion of the telephone legal access law firm, may not ethically or appropriately be handled over the telephone.
- Matters that require, in your and/or the telephone attorney's opinion, your personal presence in a firm's office or your direct and personal representation by another attorney.

Pre-existing Matters

Any legal matter that occurs or is initiated prior to the date you are covered by the LSP will be considered excluded by the LSP and you will not be entitled to benefits for that matter. ARAG defines "initiated" as the date on which the infraction occurs, a document is filed with the court or an attorney is hired.

Termination of Coverage

If you stop working for a contributing employer, your LSP benefit ends on the last day of the month in which you leave employment. If a case or legal matter that was opened while you were employed has not been concluded when your benefit would otherwise end because your employment terminated, the LSP will continue benefits until the case or matter is concluded or the maximum benefit has been paid, whichever occurs first.

Converting Coverage

Once your LSP benefit ends, you may convert it to an individual legal services policy at your own cost. You must notify ARAG within 90 days of the date your coverage ends to make arrangements for the premium payment. If you have any questions regarding the ARAG conversion plan, please contact ARAG at (800) 247-4184.

LSP Insurance Policy Controls

Information on the LSP benefit provided in this SPD is intended to provide a general overview of the LSP benefit and is not a contract. Only the insurance policy between the Fund and ARAG, which is incorporated into this SPD, can give actual terms, coverages, amounts, conditions and exclusions. The insurance policy is available for review at the Fund Office.

LSP Administrator

If you have any questions or concerns, please contact the LSP administrator at ARAG, 500 Grand Avenue, Suite 100, Des Moines, IA 50309 or at (800) 247-4184. You may also email ARAG at service@araglegal.com.

LIFE INSURANCE) BENEFIT (PART-TIME EMPLOYEES ONLY, NOT INCLUDING SERVICE CLERKS) (NO DEPENDENT BENEFITS)

Life Insurance Plan

Only Employees are entitled to life insurance benefits. As a Part-time Employee, you have a life insurance benefit that depends on your age at the time of your death, as follows.

If your death occurs:	Your death benefit is:
Before age 70	\$7,500
After age 70	\$3,750

Benefits will be paid to your Beneficiary in a lump sum.

To name or change your Beneficiary, you must file a new application with the Fund Office. The change will become effective on the day you complete and submit the new application.

If you do not have a designated Beneficiary at the time of your death, or if your Beneficiary dies before you, your death benefit will be paid to your estate.

In case of your death, your authorized representative should contact the Fund Office by phone at (800) 522-4161 (TTY: 711). He or she will receive the necessary forms. The forms must be completed and returned to the Fund Office along with a certified death certificate within 90 days of your death.

Termination of Coverage

If you stop working for a contributing employer, your life insurance benefit ends on your last day of work. If you are absent from work due to a disability, your insurance benefit will continue for up to 90 days.

Converting Coverage

Once your life insurance benefit ends, you can apply to convert it to an individual life insurance policy with terms based on the rules of the life insurance company. You must complete a conversion form within 31 days of the date your coverage ends or as specified by the life insurance company. You can obtain the conversion form by calling USABLE Life at (800) 648-0271.

For additional benefits that may be available, please see your Certificate of Insurance. For a copy of the Certificate of Insurance, please contact the Fund Office.

GLOSSARY OF KEY TERMS

For the reader's convenience, these key terms' definitions may be provided within the text of the document, as well as below.

Advantage Exclusive Provider Organization (Advantage EPO) Network—A network of Hospitals and medical service Providers administered and maintained by Horizon Blue Cross Blue Shield of New Jersey.

Allowed Amount—The amount the Plan will pay for medical Covered Services according to the schedule of rates established by Horizon Blue Cross Blue Shield of New Jersey for its Advantage EPO Network Providers. For out-of-network charges that are covered by the Plan, the Allowed Amount will be up to the maximum Advantage EPO Network reimbursement level within the same geographic area in which the service was performed, or as required by federal law.

Beneficiary—The person or persons you name to receive your death benefits. You may name anyone as your Beneficiary and can change your designated Beneficiary at any time and for any reason. Your primary Beneficiary is the individual who will receive your life insurance benefit if you die. Your contingent Beneficiary receives your life insurance benefit if your primary Beneficiary dies before receiving benefits. If you name more than one primary or contingent Beneficiary, they will share the benefit equally, unless you designate otherwise.

Calendar Year—The 12-month period that begins on January 1 of each year.

COBRA—The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

Concurrent Care Claim—A claim that is reconsidered after an initial approval is made, and which results in a reduction, termination or extension of the approved benefit. An example of a Concurrent Care Claim is an inpatient Hospital stay that was initially certified for five days and is reviewed at three-day intervals to determine if additional days are appropriate.

Covered Charges—The Advantage EPO scheduled fee allowances for services and treatments eligible for reimbursement under the Plan. You may only receive reimbursement for covered charges incurred while you or a dependent is participating in the Plan.

Covered Person—An Employee or Dependent Child properly enrolled in the Plan.

Covered Services—Services and treatments eligible for reimbursement or payment under the Plan. The Plan will only pay for or reimburse Covered Services received while you or your Dependent Child is enrolled in the Plan.

Dependent Child or Children—A biological child, adopted child, stepchild, or child placed with you for adoption who meets the eligibility requirements for coverage and is properly enrolled in the Plan.

Employee—A person whose employment is covered by a collective bargaining agreement by and between the employer and UFCW Local 1262, or by a Participation Agreement between the employer and the Fund's Board of Trustees, that requires the employer to make contributions to the Fund on the person's behalf. For purposes of COBRA coverage, Employee shall also include former Employees, as applicable. "Full-time Employee" means an Employee who is employed on a full-time basis as defined in a collective bargaining agreement between an employer and UFCW Local 1262 or a participation agreement with the

Fund. "Part-time Employee" means an Employee who is employed on a part-time basis as defined in a collective bargaining agreement between an employer and UFCW Local 1262 or a participation agreement with the Fund. "Service Clerk" means an Employee who is employed as a Service Clerk as defined in a collective bargaining agreement between an Employer and UFCW Local 1262 or participation agreement with the Fund.

ERISA—The Employee Retirement Income Security Act of 1974, as amended.

Exclusive Provider Organization (EPO) Plan—A plan providing in-network benefits only through a Blue Cross Blue Shield nationwide network of doctors and hospitals.

Experimental or Investigational—Any treatment, procedure, facility, equipment, drug, device or supply that fails to meet any one of the following tests:

- It is approved by the appropriate federal agency and has been in use for the purpose defined in that approval or proven to the Plan's satisfaction to be the standard of care. (Drugs, biological products, devices and any other product or procedure must have final approval to market from the FDA or any other federal government body with authority to regulate it.) Keep in mind that this approval does not automatically mean that the Plan will consider it Medically Necessary and Appropriate.
- There must be sufficient proof (i.e., well-designed and well-documented investigations), published in peer-reviewed scientific literature that confirms its effectiveness.
- It must result in measurable improvement in health outcomes and the therapeutic benefits must outweigh the risks, as shown in scientific studies.
- It must be as safe and effective as any established modality.
- It must demonstrate effectiveness when applied outside of the investigative research setting.

Fund—The United Food and Commercial Workers Local 1262 and ShopRite Welfare Fund.

Fund Office—The office maintained by the Trustees of the UFCW Local 1262 and ShopRite Welfare Fund. It is located at 1389 Broad Street, Clifton, NJ 07013-4292. The phone number is (800) 522-4161 (TTY: 711).

Generic Drug—A prescription drug that contains the same active ingredients as the equivalent brand-name drug but typically costs less.

Genetic Information—Information about an individual's genetic tests, the genetic tests of family members of the individual, the manifestation of a disease or disorder in family members of the individual or any request for or receipt of genetic services, or participation in clinical research that includes genetic services by the individual or a family member of the individual. Genetic Information includes, with respect to a pregnant woman (or a family member of a pregnant woman), Genetic Information about the fetus, and with respect to an individual using assisted reproductive technology, Genetic Information about the embryo. Genetic Information does not include information about the sex or age of any individual.

HIPAA—The Health Insurance Portability and Accountability Act of 1996.

Home Health Agency—A Provider that mainly provides care for an ill or injured person in the person’s home under a Home Health Care Plan designed to eliminate Hospital stays. The Plan will recognize an agency if it is:

- Licensed by the state in which it operates, or
- Certified to take part in Medicare as a Home Health Agency.

Home Health Care—Nursing and other home health care services rendered to a Covered Person in his or her home, provided that:

- The care is given on a part-time or intermittent basis, except if part-time or 24-hour services are Medically Necessary and Appropriate on a short-term basis
- Continuing hospitalization would be needed in the absence of Home Health Care
- The care is furnished under a physician’s order and under a plan of care that is:
 - Established by that physician and the Home Health Care Provider, and
 - Periodically reviewed and approved by the physician.

Home Health Care Plan—A program certified by the attending physician to be necessary in lieu of confinement in a Hospital. The plan must:

- Provide continued care and treatment, and
- Be established and approved in writing by the attending physician.

Home Health Care Services—Any of the following services to the extent that they would be covered if the Covered Person were a Hospital inpatient:

- Nursing care
- Physical, occupational or speech therapy
- Medical social work
- Nutritional services
- Services of a home health aide
- Medical appliances and equipment
- Drugs and medicines
- Lab services
- Special meals

- Diagnostic and therapeutic services (including surgical services) performed in a Hospital's outpatient department, doctor's office or other licensed health care facility

Hospice—A Provider that mainly provides palliative and supportive care for Terminally Ill or Injured people under a Hospice Care Program. A Hospice must comply with all state and local laws governing Hospices and be either:

- Approved as a Hospice by Medicare, or
- Accredited as a Hospice by the Joint Commission or the National Hospice Organization.

Hospice Care Program—A health care program coordinated through an interdisciplinary team directed by a physician for the Terminally Ill.

Hospital—An institution that:

- Under the supervision of physicians, is primarily engaged in providing inpatient diagnostic and therapeutic services for medical diagnosis, treatment and care or inpatient rehabilitation of injured, disabled, or sick persons
- Maintains clinical records for all patients
- Has bylaws in effect with respect to its staff of physicians
- Provides 24-hour nursing services by or under the supervision of a registered professional nurse
- Has a hospitalization review plan in effect
- Is licensed by the state and municipality in which it operates
- Is accredited by the Joint Commission or approved as a Hospital by Medicare.

Unless specifically provided, the term "Hospital" does not include any institution, or part of one, that is used primarily as a convalescent home, a rest or nursing facility, an infirmary, or a Hospice; a substance use disorder treatment center or facility (or part of one) that mainly provides domiciliary or custodial care, educational care, nonmedical or ineligible services or supplies, or rehabilitative care; or a facility for care of the aged.

The Plan will pay benefits for Covered Services and supplies incurred at Hospitals operated by the U.S. government only if:

- The services or supplies are for treatment on an emergency basis, or
- The services or supplies are provided in a Hospital located outside of the United States or Puerto Rico.

Illness—A bodily sickness, disorder, disease or pregnancy. Coverage for pregnancy is for Employees only.

Pregnancy-related services are not covered for Dependent Children unless required by applicable law.

Initial Measurement Period—The 12-month period that begins on or immediately after your date of hire.

Initial Stability Period—The period that begins on the first day after the last day of your Initial Measurement Period and continues for 12 consecutive months.

Injury—Any damage caused by an accident.

Medically Necessary and Appropriate (or Medically Necessary)—Generally recognized in the medical profession as effective and essential for treatment of the Injury or Illness for which care is ordered and provided at the appropriate level of care in the most appropriate setting based on the diagnosis. To be considered Medically Necessary and Appropriate, the care must be based on generally recognized and accepted standards of medical practice in the United States and it must be the type of care that could not have been omitted without an adverse effect on the patient’s condition or the quality of medical care. A service, treatment, supply, or confinement is not considered Medically Necessary and Appropriate if it is Experimental or is primarily for scholastic, educational, vocational or developmental training, or if it is primarily for the comfort, convenience, or administrative ease of the Provider or the patient or his or her family or caretaker.

Any expense that is not Medically Necessary and Appropriate will not be considered an eligible expense under the Plan and will not be eligible for reimbursement. The Trustees reserve the right to review medical care and to determine whether or not the service, treatment, supply or confinement is Medically Necessary and Appropriate. The Trustees may rely on an independent reviewer to make that determination. The fact that a physician or any other health care Provider orders or recommends a service, treatment, supply or confinement does not, in and of itself, make it Medically Necessary and Appropriate.

Medicare—The Health Insurance for the Aged and Disabled program under Title XVIII of the Social Security Act, as amended.

Non-Preferred Brand Name Drugs— Medications not included on the PBM’s list of Preferred Brand Name drugs.

Ongoing Measurement Period—The period that runs from November to October each year.

Ongoing Stability Period—The period that runs from January 1 to December 31 of each year. The Ongoing Stability Period coincides with the Calendar Year.

Participant – any Employee or former Employee of an employer, who is eligible for coverage under the Plan.

Plan—The plan of benefits described in this SPD.

Plan Year—The 12-month period that begins on October 1 of each year.

Practitioner (or Provider)—A person the Plan recognizes who:

- Is properly licensed or certified to provide medical care under the laws of the state in which he or she practices

- Provides medical services within the scope of his or her license that are Covered Services under the Plan

Practitioners include, but are not limited to, physicians, chiropractors (for Bronze Plan benefits only), dentists, optometrists, pharmacists, chiropractors, psychologists, physical therapists, audiologists, speech language pathologists, certified nurse midwives, registered professional nurses, nurse practitioners and clinical nurse specialists.

Pre- (or Prior) Authorization—An authorization required for certain benefits under the Plan, whereby the receipt of such benefits is conditioned, in whole or in part, on the approval of the benefits before the Covered Person receives the medical care or pharmacy benefit, as applicable. The receipt of Pre- (or Prior) Authorization should not be interpreted to be a promise that the Plan will cover the full cost of the benefit for the Covered Person. Even if a service, treatment or supply receives Pre-Authorization, coverage is still subject to the terms and conditions of the Plan, including the Excluded Services.

Preferred Brand Name Drugs—A list of medications approved by the U.S. Food and Drug Administration, compiled by the PBM in conjunction with physicians and pharmacists. The PBM reviews and updates the list periodically.

Pre-Service Claim—A claim for benefits under the Plan the receipt of which is conditioned, in whole or in part, on the approval of the benefits before you receive the medical care.

Post-Service Claim—A claim for benefits under the Plan that is submitted for payment after health services and treatment have already been obtained.

Prosthetics—An artificial device that is not surgically implanted and that is used to replace a missing limb, appendage, or any other external human body part, including devices such as artificial limbs, hands, fingers, feet and toes, but excluding dental appliances and largely cosmetic devices such as artificial breasts, eyelashes, wigs or other devices that could not by their use have a significantly detrimental impact upon the musculoskeletal functions of the body. Prosthetics will be covered if obtained from a licensed orthotist or prosthetist or certified pedorthist if determined Medically Necessary by a physician.

QMCSO (Qualified Medical Child Support Order)—A judgment, decree or order, including a court-approved settlement agreement, issued by a domestic relations court or other court of competent jurisdiction, or through an administrative process established under state law, that has the force and effect of law in that state, and that assigns to a child the right to receive health benefits for which a part-time Employee is eligible under the Plan, and that the Trustees (or their delegates) determine is qualified under the terms of ERISA and applicable state law.

Qualifying Service—Employment that is covered by a collective bargaining agreement by and between your employer and UFCW Local 1262 (Union) that requires your employer to make contributions to the Fund on your behalf.

Specialty Drug—Those injectable and noninjectable drugs approved by the U.S. Food and Drug Administration and compiled by the PBM on its specialty product list.

Terminally Ill or Injured—A Covered Person who has a life expectancy of six months or less, as certified by the Covered Person's medical Practitioner.

Therapy Services—The following services and supplies ordered by a Practitioner or provided by a Provider that are Medically Necessary and Appropriate for the treatment of a Covered Person’s Illness or Injury:

- chelation therapy, which is the administration of drugs or chemicals to remove toxic concentrations of metal from the body
- chemotherapy, which is treatment of malignant diseases by chemical or biological antineoplastic agents
- cognitive rehabilitation therapy, which is the retraining of the brain to perform intellectual skills that it was able to perform prior to disease, trauma, surgery, congenital anomaly or previous therapeutic process
- dialysis treatment, which is treatment of an acute renal failure or chronic irreversible renal insufficiency by removing waste products from the body and which includes hemodialysis and peritoneal dialysis
- infusion therapy, which is the administration of antibiotic, nutrient or other therapeutic agents by direct infusion
- occupational therapy, which is treatment to develop or restore a physically disabled person’s ability to perform the ordinary tasks of daily living
- physical therapy, which is treatment by physical means to relieve pain, develop or restore normal function, and prevent disability following Illness, Injury or loss of limb
- radiation therapy, which is treatment of disease by X-ray, radium, cobalt or high-energy particle sources and which includes the rental or cost of radioactive materials (diagnostic services requiring the use of radioactive materials are not radiation therapy)
- respiration therapy, which is the introduction of dry or moist gases into the lungs
- speech therapy, which is therapy provided by a qualified speech therapist and is either (a) to restore speech after a loss or impairment of a demonstrated, previous ability to speak (but therapy to correct pre-speech deficiencies or therapy to improve speech skills that have not fully developed is NOT covered), or (b) to develop or improve speech to correct a defect that both existed at birth and impaired or would have impaired the ability to speak

Trustee—A member of the Board of Trustees of the UFCW Local 1262 and ShopRite Welfare Fund.

Urgent Care Claim—A Pre-Service Claim that requires a shortened time frame for making a determination because a longer time frame could (a) seriously jeopardize your or your Dependent Child’s life or health or your or your Dependent Child’s ability to regain maximum function; or (b) in the opinion of a Provider with knowledge of your or your Dependent Child’s medical condition, subject you or your Dependent Child to severe pain that cannot be adequately managed without the treatment that is the subject of the claim.

Walk-in Clinic—A clinic outside of a Hospital where Practitioners provide medical care and services to people with Illnesses or Injuries that require prompt attention but are not life threatening and do not require the services of an emergency room.

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