# I.U.P.A.T. DISTRICT COUNCIL NO. 51
# HEALTH AND WELFARE FUND

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May 2019

## SUMMARY OF MATERIAL MODIFICATIONS

Si tiene alguna pregunta, favor de llamar a la oficina del Fondo. Si necesita que alguien le sirva de traductor, favor indíquele ésta información a la recepcionista cuando llame.

This Summary of Material Modification serves as your notice of Amendments that have been made to your Summary Plan Description (SPD) as approved by the Trustees. You should read this SMM very carefully and retain this document with your copy of the SPD for future reference.

### Important Update:

**Please note that an updated electronic version of the SPD, which incorporates all Plan changes made since the current SPD was published in January 2015, will be made available at https://iupatdc51.com**

**Summary of Change #1**:

Page 11 of the current SPD lists the Eligibility Requirements for Retirees. This section begins on page 12 of the revised electronic SPD. Retiree Eligibility Requirement #4 on page 13 is revised to read as follows (the specific change is highlighted below):

> 4. You make the required personal contribution to the Fund, beginning the first month that you become eligible in accordance with the above provisions. Once you become eligible for Retiree benefits under these provisions, you must remain continuously eligible by making your required personal contribution each month. If you fail to make your required contribution and your retiree benefit is terminated, you cannot thereafter become eligible to receive a Retiree benefit under the plan.

Please note that the above amendment is simply a clarification of existing language and does not represent a substantive Plan change.

**Summary of Changes #2 & #3**:

The current SPD lists the Plan's Schedule of Benefits beginning on page 24. This section begins on page 24 of the revised electronic SPD. The descripted paragraph regarding your Out-Of Pocket Maximums is amended to read as follows (the specific changes are highlighted below):

> These maximums include the amounts you pay in deductibles and coinsurance, but only for In Network PPO care on essential benefits (or for emergency services obtained from a non-PPO provider or facility). Once this maximum has been met, the Fund will pay 100% of the PPO

allowance for the remainder of the calendar year. The Annual Out-of-Pocket Maximum **does not** apply to claims for services rendered by Doctors or Facilities outside of the PPO network except for Emergency Expenses.

The Schedule of Benefits section is further revised on page 24 of the revised electronic SPD (corresponding to page 25 of the current SPD) as follows:

**Emergency Services:**
In-Network ……...80% of PPO Allowance
Out-of-Network……80% of UCR Allowance

**Summary of Change #4:**

Page 29 of the current SPD provides important cost information regarding Non-Preferred Providers. This section begins on page 28 of the revised electronic SPD. The third and fourth paragraphs of the Non-Preferred Providers section are revised as follows (the specific changes are highlighted below):

***Co-Insurance for Emergency Services***

There is a limited exception to this rule. When services are rendered on an Emergency (life-threatening injury or illness) basis at a Non-Network Hospital or you are admitted to a Network Hospital but one of the treating providers is not a PPO provider, benefits will be paid at 80% of the Usual and Customary (UCR) Allowance. This means the Fund will pay the same co-insurance percentage that it would have paid if the provider or facility were a member of the Networks. However, because no PPO discount was given for using out of network providers and facilities, your out-of-pocket expenses will likely be higher than those incurred for using an in-network provider, even with the increased amount paid by the Fund.

***Out of Pocket Maximum for Out of Network Emergency Services***

Also, when you receive emergency services (life threatening injury or illness) at a Non-Network hospital or from a Non-Network Physician, your out of pocket expenses will be counted towards your Out of Pocket Maximum. After the out of pocket maximum is satisfied, your emergency services benefit will increase to 100% of any PPO allowance or 100% of the UCR allowance for all approved emergency services in the calendar year.

**Summary of Change #5:**

Page 35 of the current SPD explains the Outpatient Services that the Plan covers. This section begins on page 34 of the revised electronic SPD. Retroactive to January 1, 2015, the definition of "Emergency Accident or Illness" is amended to read as follows (the specific change is highlighted below):

**EMERGENCY ACCIDENT OR ILLNESS**

Emergency Expenses are those incurred at a hospital emergency room or ambulatory care center for an emergency medical condition, which a person would reasonably consider medically necessary to stop or relieve a serious illness, injury or symptom, a serious impairment to bodily functions, or a serious medical condition needing immediate diagnosis and treatment. Emergency medical conditions include both medical and mental health conditions. Examples include but are not limited to severe breathing problems, convulsions, severe pain including chest pain, seizures, unconsciousness, serious eye injuries, extreme

bleeding, head injuries and broken bones. Emergency services include a medical screening examination, evaluation and further medical treatment as required to stabilize the patient.

Emergency expenses are payable at 80% of any PPO allowance up to the annual out of pocket maximum if you are taken to a PPO network facility and receive services from network providers. If you are taken to a hospital in a medical emergency and the facility, the attending physician and/or ancillary care providers do not participate in the PPO networks, benefits will be paid at 80% of the Usual & Customary (UCR) allowance. After your out of pocket maximum is satisfied, benefits increase to 100% of any PPO allowance or 100% of the UCR allowance for all approved admissions in the calendar year.

Please note that your benefits will not change as a result of the above Amendments (#2 through #5), which are only intended to more accurately reflect the Outpatient Services that the Plan covers.

**Summary of Change #6**:

Page 53 of the current SPD explains the Death Benefits that the Plan provides. This section begins on page 50 of the revised electronic SPD. Effective immediately, the section titled "Filing Claims" is amended as follows (the specific change is highlighted below):

Contact the Fund Office for the proper forms to be completed to file a claim for Death benefits. The procedures for submitting claims are set out in the Claims Procedures for Death Benefit and Accidental Death and Dismemberment Benefits section. Note that all claims for Death Benefits and Accidental Death and Dismemberment Benefits must be submitted to the Fund within 12 months from the date of death of the participant.

**Summary of Change #7:**

Page 54 of the current SPD explains the Plan's Accidental Death & Dismemberment (AD&D) benefits. This section begins on page 50 of the revised electronic SPD. Effective immediately, this section is amended as follows (the specific changes are highlighted below):

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS (AD&D)**

Your Accidental Death and Dismemberment benefits are provided by the Fund and cover you on and off the job.

If you die or suffer the loss of a limb or sight as a result of and within 90 days of a covered accident the Plan will pay the benefit amount as shown in the Benefit Schedule above. No more than $5,000 will be paid for all losses resulting from a single accident.

The Fund Office should be notified of any loss within twenty (20) days after your accident. Written proof of your injury should be sent to the Trust Office within ninety (90) days. Contact the Fund Office for the appropriate forms. All claims must be submitted, with appropriate documentation, within 12 months of the injury.

Accidental Death claims are filed in the same manner as Death Benefit claims. Procedures are described later in this Summary Plan Description. All claims must be submitted, with appropriate documentation, within 12 months of the injury.

**Summary of Change #8:**

Page 68 of the current SPD explains the Plan's claims procedures for AD&D benefits. This section begins on page 65 of the revised electronic SPD. Effective immediately, this section is amended as follows (the specific changes are highlighted below):

> **CLAIMS PROCEDURES DEATH AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**
>
> Claims forms for filing claims for life and accidental death and dismemberment benefits are available from the Fund Office. Claims should be filed with the Fund Office as soon as possible. The Fund Office should be notified by your named beneficiary within twenty (20) days of your death. Written proof of death (two certified copies of the death certificate) should be submitted to the Trust Office within ninety (90) days of the date of death. All claims for benefits, with sufficient supporting documentation, must be submitted to the Fund Office within 12 months from the date of death of the participant. All liability on the part of the Fund and the Trustees shall cease and any person's claim for benefits shall be forfeited unless a claim and the required proofs are submitted to the Fund Office within 12 months from the date of death.

In addition to these Amendments, the updated electronic SPD includes additional language in the Preferred Network Providers section, which is on page 26. The new language in this section does not represent any benefit changes, but please review for your future reference.

Please contact the Fund Office with any questions.

Sincerely,

**IUPAT District Council No. 51**
**Health and Welfare Fund**
**Board of Trustees**