

# **UFCW & FELRA**

## **Legal Benefits Fund**



*A Program of the FELRA and UFCW  
Health and Welfare Fund*

### **SUMMARY PLAN DESCRIPTION**

**October 2014**

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## DEAR PARTICIPANT,

This booklet contains a summary of the legal benefits provided by the FELRA & UFCW Health and Welfare Fund ("*Fund*"). On July 1, 2000, the UFCW & FELRA Legal Benefits Fund merged into the *Fund*. The legal benefits are now provided by the *Fund*, which maintains a separate account within its Trust for the provision of legal benefits that will continue to be known as the UFCW & FELRA Legal Benefits Fund (the "Legal Benefits Fund").

The Legal Benefit Fund was established and is maintained as a result of collective bargaining between your *Union* and your employer. You may obtain a copy of the applicable *Collective Bargaining Agreement* upon written request to the *Board of Trustees*. A copy is also available at the *Fund Office* for your examination. Your employer pays the full cost for the benefit (except as described in the Self Payment section on page 29). It is one of the best legal plans in the industry, paying many of the recurring legal expenses that would otherwise come from your wages.

The provisions of this document are subject to amendment, interpretation, and termination by the *Board of Trustees* and to the rules, regulations, and procedures of the *Fund* in effect at the time of a claim. The *Board of Trustees* has the power to make rules about your eligibility for benefits and the level of benefits available. You do not have a vested right to any benefits under the *Fund* and benefits may be changed or eliminated by the *Trustees* at any time. The *Trustees* also have the power to interpret, apply, and construe the provisions of the Plan and to make factual determinations regarding its construction, interpretation, and application. Any decision made by the *Board of Trustees* is binding upon employers, employees, participants, beneficiaries and all other persons who may be involved in or affected by the Plan.

*Unions and Participating Employers* appoint an equal number of *Trustees* to administer the *Fund*. The *Trustees* serve without compensation from the *Fund*. Their authority, established under a trust agreement signed by the *Union and Participating Employers* (“Trust Agreement”) includes the right to make rules about your eligibility for benefits and the level of benefits available. *Trustees* may amend the rules and benefit levels at any time. If significant changes are made, you will be notified.

The *Trustees* delegate authority to professionals who help them manage the *Fund*:

- An Administrative Manager receives employer contributions, keeps eligibility records, and assists *Fund* participants in getting their benefits.
- An investment manager invests the *Fund's* assets to achieve a reasonable rate of return.
- Fund Counsel provides legal advice.
- An independent certified public accountant audits the *Fund* each year.
- A committee to assist in the administration of the Legal Benefits Fund comprised of four persons appointed by the *Union Trustees* and four persons appointed by the Employer *Trustees* who may be, but are not required to be, *Trustees* of the *Fund*.

If there are any differences between this booklet -- which is intended as an explanation of your benefits – and the formal agreements between the *Fund* and providers of service, the formal agreements will govern.

It is important that you verify coverage with the *Fund Office* before incurring expenses under the *Fund* so that you can confirm that you or your dependents are covered under the *Fund* for the services you are seeking. Please remember that no one other than the *Fund Office* can verify your coverage. Do not rely upon any statement regarding coverage or benefits under the *Fund* made by your *Participating Employer* or *Union* representative.

It is also extremely important that you keep the *Fund Office* informed of any change in address. This is your obligation and you could lose benefits if you fail to do so. The importance of a current, correct address on file in the *Fund Office* cannot be overstated. It is the **ONLY** way the *Trustees* can keep in touch with you regarding Plan changes and other developments affecting your interests under the *Fund*.

If the need for legal help arises, we believe you'll share with us the satisfaction of knowing you have excellent protection.

Sincerely,

**BOARD OF TRUSTEES**

## FACTS ABOUT THE PLAN

### **Plan Name**

UFCW & FELRA Legal Benefits Fund

A Program of the FELRA & UFCW Health and Welfare Fund

### **Plan Sponsor**

Board of Trustees

FELRA & UFCW Health and Welfare Fund

911 Ridgebrook Road

Sparks, MD 21152-9451

Phone (410) 683-6500

### **Employer Identification Number**

52-1036978

### **Plan Number**

501

### **Type Of Plan**

This Plan is an employee welfare benefit plan designed to provide legal benefits.

### **Type Of Administration**

Contract administration - The *Board of Trustees* has contracted with Associated Administrators, LLC for administrative management services. Contact your *Administrative Manager* at the following address:

UFCW and FELRA Legal Benefits Fund

911 Ridgebrook Road

Sparks, MD 21152-9451

(410) 683-6500

**Name Of Plan Administrator**

The Plan Administrator is the *Board of Trustees* of the FELRA & UFCW Health and Welfare Fund. The Board consists of an equal number of members appointed by the *Unions* and *Participating Employers*. The address and telephone number of the Plan Administrator is: 911 Ridgebrook Road, Sparks, MD 21152-9451, (410) 683-6500.

**Agent For Service Of Legal Process**

Associated Administrators, LLC, or any Trustee at this address:  
FELRA & UFCW Health and Welfare Fund  
911 Ridgebrook Road  
Sparks, MD 21152-9451  
(410) 683-6500

**Plan Amendments Or Termination**

The *Board of Trustees* intends to continue the benefits described in this booklet. However, the *Trustees* reserve the right to amend or terminate this Plan, or any part of it, at any time.

**Source Of Contribution**

Contributing employers pursuant to the terms of their *Collective Bargaining Agreements* and self payments made by Plan participants.

**Funding Medium**

All assets are held in trust by the *Board of Trustees* in the UFCW and FELRA Legal Benefits Fund, a separate account maintained within the Trust for the provision of legal benefits. Monthly charges are paid from the UFCW and FELRA Legal Benefits Fund to providers of benefits. A current Summary Annual Report (available from the *Administrative Manager*) gives details of the funding of benefits.

**Plan Year**

The Plan's fiscal year is January 1 to December 31.

**Basic Financial Operations**

The basic financial records of the Plan and Trust are maintained on a fiscal year ending December 31. The *Board of Trustees* meets regularly with advisers to review employer contributions, investment income, and *Fund* expenses. These reviews are carried out to ensure that the financial operations of the *Fund* are sound and that benefits can be paid and the requirements of *ERISA* are met. Financial operations are audited annually by an independent certified public accountant.

**Participating Employers And Employee Organizations**

A complete list of the employers and the employee organizations sponsoring the *Fund* may be obtained by participants and eligible dependents upon written request to the *Board of Trustees* and is available for examination at the *Fund Office* by participants and eligible dependents.



**BOARD OF TRUSTEES  
FELRA & UFCW HEALTH AND WELFARE FUND**

**Union Trustees**

**Secretary:**

Mark Federici, President  
UFCW Local 400  
4301 Garden City Drive  
Landover, MD 20785

Michael Boyle  
UFCW Local 400  
4301 Garden City Drive  
Landover, MD 20785

Jason Chorpenning  
UFCW Local 27  
21 West Road, Second Floor  
Towson, MD 21204

Eric Masten, Secretary-Treasurer  
UFCW Local 27  
3 Mason Drive  
Selbyville, DE 19975

**Employer Trustees**

**Chairman:**

Jason Paradis  
Stop and Shop Supermarkets  
1385 Hancock Street  
Quincy, MA 02169

Jeffrey Champion  
Dir. of Labor Relations, Eastern Div.  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

Frank Stegman  
Vice President of Labor Relations  
Safeway, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

David White  
Vice President, Giant Landover  
Giant Food, LLC  
8301 Professional Place, Suite 115  
Landover, MD 20785

## **PARTICIPATING EMPLOYERS**

Shoppers Food & Pharmacy  
16901 Melford Blvd.  
Bowie, MD 20715

Giant Food, LLC  
Stop & Shop Supermarkets, Co.  
8301 Professional Place, Suite 115  
Landover, MD 20785

Safeway Stores, Inc.  
4551 Forbes Blvd.  
Lanham, MD 20706

UFCW Local 400 Staff (Temps)  
4301 Garden City Drive  
Landover, MD 20785

## DEFINITIONS

**ACTIVE WORK/ACTIVELY EMPLOYED/ACTIVE EMPLOYMENT.** Your attendance in-person at your usual and customary place of business (outside your residence), acting in the regular performance of the duties of your occupation for wages or profit.

**ADMINISTRATIVE MANAGER.** The company responsible for receiving *Participating Employer* contributions, keeping eligibility records, paying claims, and providing information to you about the *Fund*. The company is Associated Administrators, LLC and also may be referred to as the "*Fund Office*" in this booklet.

**BOARD OF TRUSTEES.** The Board of Trustees of the FELRA & UFCW Health and Welfare Fund.

**COLLECTIVE BARGAINING AGREEMENT.** The agreement or agreements between a *Participating Employer* and the United Food and Commercial Workers Union, Local 27 or Local 400, which require contributions to the FELRA & UFCW Health and Welfare Fund for the provision of legal benefits.

**ELIGIBILITY DATE.** According to the Eligibility Rules, the date on which coverage for a participant or dependent begins.

**ERISA.** The Employee Retirement Income Security Act of 1974, and regulations thereunder, as amended from time to time.

**FUND.** *The FELRA & UFCW Health and Welfare Fund.*

**FUND OFFICE.** The "*Administrative Manager*" of the *Fund* (as defined above) is also referred to as the "*Fund Office*." Associated Administrators, LLC is the *Administrative Manager* for this *Fund*, and acts as the "*Fund Office*."

**PARTICIPATING EMPLOYER.** An employer who is a party to a *Collective Bargaining Agreement* with the United Food and Commercial Workers Union, Local 27 or Local 400, or a participation agreement with the *Fund*, relating to the provision of legal benefits, which requires contributions to the *Fund*, and that has agreed in writing to participate in the *Fund* or has signed the *Fund's* Trust Agreement and has been accepted for participation in the *Fund* by the *Trustees*.

**PARTICIPATION AGREEMENT.** The agreement or agreements between a *Participating Employer* and the *Fund*, requiring contributions to the *Fund* for the provision of legal benefits.

**TRUSTEES.** Members of the *Board of Trustees* of the *Fund*.

**UNION.** The United Food and Commercial Workers International Union, Locals 400 and 27 or any successor by combination, consolidation, or merger, or any other local union affiliated with the United Food and Commercial Workers International Union that: a) has a *Collective Bargaining Agreement* with an employer requiring contributions to the *Fund*; b) has agreed in writing to participate in the *Fund* or has signed the *Fund's* Trust Agreement; and c) is accepted for participation in the *Fund* by the *Trustees*.

**USERRA.** The Uniformed Services Employment and Re-employment Rights Act of 1994 ("*USERRA*"), which provides for the continuation of benefits for participants and their eligible dependent(s) who are absent from work due to military service.

## WHERE TO CALL WHEN YOU NEED LEGAL HELP

Call the provider that serves members of your local *Union* in your area. Only services rendered by the participating legal provider will be covered by the *Fund*. Services provided by non-participating attorneys will not be covered, except as stated in the "What Is Not Covered" section.

### **PARTICIPANTS WHO ARE MEMBERS OF LOCAL 400**

#### **Robert A. Ades and Associates, P.C.**

- District of Columbia..... Suite 1100  
1140 Connecticut Ave, N.W.  
Washington, DC 20036  
(202) 452-8080 (24 hours)
- Maryland..... Suite 300  
Metro 400 Building  
4301 Garden City Drive  
Landover, MD 20785  
(301) 459-3333 9 a.m. to 5:30 p.m.  
(202) 452-8080 after 5:30 p.m.
- Virginia..... 5419-B Backlick Road  
Springfield, VA 22151  
(703) 642-9500 9 a.m. to 5:30 p.m.  
(202) 452-8080 after 5:30 p.m.

**PARTICIPANTS WHO ARE MEMBERS OF LOCAL 27**

**Akman & Associates, P.C.**

**Telephone Numbers for Akman & Associates, P.C.**

Maryland..... (410) 337-9400 (24 hours)

Toll Free.....1-800-638-7700 (24 hours)

**Website for Akman & Associates, P.C.**

[www.akmanpc.com](http://www.akmanpc.com)

**Locations:**

**Maryland**

Baltimore.....1402 Front Avenue  
Lutherville, MD 21093

Salisbury..... 212 West Main Street  
Suite 208  
Salisbury, MD 21801

Frederick..... 410 W. Patrick Street  
Frederick, MD 21701

Bel Air..... 3 Vale Road  
Bel Air, MD 21014

**Virginia**

Alexandria.....1513 King Street  
Alexandria, VA 22314

**Pennsylvania**

Gettysburg..... 60 E. Middle Street  
Gettysburg, PA 17324-2326

**Delaware**

Smyrna..... 421 Smyrna Clayton Blvd.  
Smyrna, DE 19977

Seaford ..... 110 Pine Street  
Seaford, DE 19973

Wilmington ..... 1813 Marsh Road  
Suite A  
Wilmington, DE 19810

## **SCHEDULE OF BENEFITS**

*The following benefits are available to all participants and to dependents when eligible.*

### **General**

1. 24-Hour Telephone Numbers - Available in the event of an emergency so you can contact a covered legal benefits provider.
2. Legal Consultations - An unlimited number.
3. Legal Document Review - Unlimited consultations for the purpose of reviewing and revising legal documents not incident to litigation.
4. Notary Service - Unlimited use of a notary public designated by a provider.
5. Preparation of Simple Legal Documents - Preparation of an unlimited number of simple legal documents not incident to litigation, including powers of attorney, bills of sale, affidavits, other simple documents.
6. Investigation - Necessary investigative services in all criminal, domestic, and civil matters in which the provider is engaged. Includes service of process.

**NOTE: ALL RECORDATION FEES AND COURT COSTS ARE YOUR RESPONSIBILITY.**

***Employees of Giant 400 Charlottesville covered under a reduced contribution rate are not entitled to dependent coverage.***



## **Administrative Law**

1. Social Security Disability - Assistance in the preparation of a disability application when you request disability payments. Assistance in the preparation of a reconsideration application. Representation in any Social Security appeal hearing because of an initial determination against you.
2. Employment Discrimination- for non-union employment not covered by the *Fund*.
3. Unemployment Compensation - Assistance in the preparation of an application and representation in an appeal from the denial of Unemployment Compensation when the employer is not a *Participating Employer* of the *Fund*.
4. Veterans' Benefits - Assistance in the preparation of an application. Representation in any appeal from the denial of Veterans' Benefits.
5. Arbitration Proceedings - Representation in any arbitration proceeding except one involving the *Union*, the *Fund*, a *Participating Employer*, or arbitration incident to a malpractice dispute with a participating legal provider.

## **Consumer**

1. Wage Earners' Plans - Representation if you need to file a Wage Earners' Plan pursuant to the Bankruptcy Code.
2. Excessive Interest and Late Charges - Representation.
3. Bankruptcy - Representation for purposes of filing a personal bankruptcy petition regardless of assets.
4. Medical Insurance Claims not involving a *Participating*

*Employer, Union, or the Fund- - Representation*

5. Garnishment Actions - Representation in a garnishment proceeding.
6. Personal Property Repossessions - Representation.
7. Enforcement of Warranties - Representation.
8. Consumer Rights/Problems with Credit Ratings - Representation.
9. Collecting/Defending an Action on a Debt - Representation in an action for or against you.

*Court appearances are limited to matters in which the controversy exceeds \$500.*

**Criminal**

1. Juvenile Participant or Dependent - Representation for any charge lodged in juvenile court against you or your eligible dependent.
2. Adult Participant or Dependent Accused of Misdemeanor - Representation in connection with any misdemeanor charge brought against you or your eligible dependent.
3. Adult Participant or Dependent Accused of a Felony – Representation by Robert A. Ades and Associates, P.C. at a fixed rate of \$1,500 instead of an hourly fee, or by Akman and Associates at either a \$50 hourly rate or at a flat fee quoted in advance, at your option.

***Employees of Giant 400 Charlottesville are not eligible for benefits relating to criminal misdemeanors.***

## Family Law

1. Uncontested Divorce or Annulment - Representation.
2. Contested Divorce or Annulment - Representation, up to a maximum of 7 hours of attorney's time.
3. Uncontested Adoption - Representation.
4. Contested Adoption - Representation, up to a maximum of 7 hours of attorney's time.
5. Plaintiff/Defendant in a Support Action - Representation when you are the plaintiff or defendant in an action to collect, increase, or decrease support and maintenance for you or your minor children.
6. Plaintiff/Defendant in a Custody/Visitation Action - Representation, up to a maximum of 7 hours of attorney's time, when you are the plaintiff or defendant in an action for custody of your minor child(ren) and/or visitation rights.
7. Guardianship - Representation for you if you are the petitioner in a guardianship proceeding.
8. Ante-Nuptial/Post-Nuptial/Property Settlement Agreements - Representation relating to the negotiations, preparations, execution, or any other matters related to an ante-nuptial, post-nuptial, or property settlement agreement, including preparation of a Qualified Domestic Relations Order ("QDRO").
9. Name Change - Representation when you seek to have your name legally changed by a court of competent jurisdiction.
10. Paternity - Representation in action to establish paternity of a minor child.

11. Birth Certificate - Services and representation when necessary to establish a birth certificate or to obtain any information on, move for any changes to, or establish the existence of, a birth certificate.
12. Child Neglect - Representation.

### **Real Estate/Landlord-Tenant (*For Primary Residence Only*)**

1. Landlord Tenant, Consultation - Consulting services concerning any landlord/tenant dispute incident to your rental of a dwelling. Consultation includes a review of the lease/agreement.
2. Landlord Tenant, Negotiations - Representation with respect to negotiations with a landlord or his agent regarding any landlord/tenant dispute with respect to your dwelling, including lease negotiations or rent increases.
3. Landlord Tenant, Rental Accommodations (D.C. only) - Representation when you are sued for possession of a rental unit dwelling and/or the violation of any lease provisions. Representation regarding an increase in rent before the local rental accommodations commission or anyone with jurisdiction over rental increases.
4. Real Estate Settlements, Seller - Representation incident to the sale of residential real property by you.
5. Real Estate Settlements, Buyer - Representation at real estate settlements when you purchase residential real estate property. Services include the preparation of all documents incident to the settlement, including preparation and review of real estate sales contracts. Representation does not include

title searches and title insurance costs, which you must pay directly.

6. Refinancing of Residence - Representation including the preparation of documents for the refinancing of your residence.
7. Post-Settlement Breach of Warranty - Representation regarding any claim you may have against the seller of real property for a breach of warranty after you purchase your residence.
8. Violation of Property Owner's Covenants - Representation when you are charged with violating any by-laws, covenants, or agreements incident to the ownership of your residence.
9. Zoning Violations - Representation in any zoning violation charges brought against you with respect to your residence by a local, federal, or state jurisdiction.
10. Mortgage Foreclosure Actions - Representation with respect to a mortgage foreclosure action brought against you regarding your residence.
11. Negotiation of a Contract for Purchase or Sale of your Residence (including condominium).

### **Wills, Powers of Attorney, and Advance Medical Directives**

1. Preparation of Simple Wills.
2. Preparation of Codicil to Wills.
3. Consultation Regarding Estate Planning.
4. Contested Will Litigation - Representation in a contested will action, but only in the court of original jurisdiction for such matters (i.e., no appeals to higher courts).

5. Preparation of Complex Wills - Complex wills include a will with trust, provision for a charitable bequest, creation of life estates, insurance trusts, or other complex provisions.
6. Preparation of Power of Attorney.
7. Preparation of Advance Medical Directive.

### **Probate And Administration of Estates**

1. Conservatorship - Representation when you file an application to establish a conservatorship for a relative.
2. Assistance in the Administration of Estate (less than statutory amount) - Assistance and representation with respect to your appointment as personal representative of an estate for which no formal probate proceedings are required.
3. Probate of an Estate - Representation with respect to the probating of an estate when you are named the personal representative of the estate or when, because of your relationship to the deceased, you are eligible to act as the personal representative of the estate of the deceased who dies without a will. The provider will be entitled to a fee from the estate not to exceed 75% of the prevailing attorney's fee charged for similar matters in the jurisdiction where the estate is probated.

### **Motor Vehicle Violations**

1. Driving While Intoxicated, Court Appearance - Representation is limited to court proceedings and includes administrative hearings incident to the charges.

2. Operating a Motor Vehicle after Suspension or Revocation of Driving Privileges - Representation.
3. Leaving the Scene after a Collision - Representation.
4. Fleeing and Eluding a Police Officer - Representation.

***Employees of Giant 400 Charlottesville are not eligible for benefits relating to traffic cases that could result in incarceration.***

### **Personal Injury And Property Damage**

1. Preparation and Assistance in the Filing of Insurance Claims with Your Automobile Company.
2. Contingency Fee Cases, Plaintiff (Participant and Dependent) - Representation in legal matters for which counsel is normally compensated on the basis of a contingency fee. The provider will charge a maximum of 25% of any recovery obtained by you through settlement or trial. If there is no recovery on your claim, the provider will charge no legal fees.
3. Defense of Liability Actions - Representation if there is no third party insurance coverage.
4. Defense of Personal Injury and Property Damage Cases - Representation in defense of any action involving personal injury or property damage in excess of \$300 in damages. No representation will be provided in actions for which you have third party insurance coverage.

## WHAT IS NOT COVERED

### Specific Matters

Legal representation will **not** be provided for the following matters:

1. Those pertaining to your trade or business.
2. Those pertaining to the management, conservation, or preservation of property held by you for the production of income.
3. Those pertaining to the production or collection of income by you.
4. Real estate matters other than those related to your personal residence.
5. Participation in a class action or as amicus curiae except if the provider determines that services under the *Fund* are most appropriately provided that way. Such a decision by the provider must be approved by the *Board of Trustees*.
6. Any matter that is frivolous or brought for the purpose of harassment.
7. Patents and copyrights.
8. Preparation of federal or state tax returns, representation at tax audits, tax litigation, or appeal of tax assessment on real property.
9. Disputes involving a *Participating Employer, Union* or their Officers and agents, including labor disputes, workers' compensation, unemployment compensation, or discrimination charges and suits.
10. Disputes involving any other employee benefit plan in which a *Participating Employer or Union* participates, or a provider of service to such a plan.
11. Disputes with respect to this *Fund*, including questions as to whether legal services are available under the *Fund*.
12. Matters where legal services are available to you free of charge, such as legal counsel by an insurance company, litigation involving a government agency, or legal representation by an employer or third party. This does not exclude



representation when you are eligible for free legal representation because of your financial circumstances.

13. Disputes between participants of this *Fund* except as noted in the section “Provider’s Inability To Provide Representation” on page 25.
14. Any legal proceeding or cause of action prior to the *eligibility date* of your participation in the *Fund*.
15. All matters on the Appellate level.
16. Covered services outside the geographic area of the *Fund* as defined by the *Board of Trustees*.
17. Personal bankruptcy proceedings not under Chapters Seven and Thirteen of the Bankruptcy Code.
18. Dependent benefits for Safeway employees covered by the Zone B Addendum to the Richmond Division *Collective Bargaining Agreement* with UFCW Local 400.
19. Dependent benefits for employees of Giant 400 Charlottesville covered under a reduced contribution rate.
20. Employees of Giant 400 Charlottesville are not eligible for benefits relating to criminal misdemeanors, or traffic cases in which punishment could involve incarceration.

In the event that you have a legal matter not included in the Schedule of Benefits and not excluded in this section, Local 400 participants and dependents are eligible for legal services by Robert A. Ades and Associates, P.C. at a rate of \$50 an hour, and Local 27 participants and dependents are eligible for discounted legal services by Akman and Associates. Please contact Akman & Associates in order to discuss your matter and any potential fees. In the case of a Local 400 adult participant or dependent accused of a criminal felony (or a minor participant or dependent that is charged as an adult), you are eligible for legal representation by Robert A. Ades and Associates, P.C. at a fixed fee of \$1,500 instead of an hourly fee. In the case of a Local 27 adult participant or dependent accused of a criminal felony (or a minor participant or dependent that is charged as an adult) or in cases of family law

matters in excess of the 7 hour maximum covered under the Schedule of Benefits, you are eligible for legal representation by Akman & Associates, either at a flat fee quoted in advance or at an hourly rate at your option. Contact Akman and Associates for more information.

### **Required Payments**

The Plan does not cover the payment of any fines, penalties, deposition costs, recordation fees, expert witness fees, court costs, taxes, judgments, or money awards of any kind.

### **Provider's Inability to Provide Representation**

If a provider is unable to provide legal representation to a participant who would otherwise be entitled to representation under the Plan as a result of a conflict of interest or other reasons that would adversely affect the participant's representation, provision of legal representation is handled as follows. The provider will present the participant with a list of qualified attorneys. The participant will be entitled to select an attorney from the list provided and the provider will be responsible for payment of the participant's legal fees up to a maximum of \$250 per participant per year. If the participant does **not** select an attorney from the list provided, the provider has no responsibility for the payment of legal fees.

## ELIGIBILITY RULES

### Covered Employment

You are eligible to participate in this Plan if you are employed by a *Participating Employer* and covered by a *Collective Bargaining Agreement* between that *Participating Employer* and a *Union* in a job status which requires contributions to this *Fund* on your behalf, or you are covered by a *Participation Agreement* between your *Participating Employer* and the *Fund* which requires contributions on your behalf for legal benefits.

### Initial Eligibility

- Plan participants who are part time or full time employees of Giant or Safeway covered under the *Participating Employer's Collective Bargaining Agreement* and hired on or after March 30, 2004 will become eligible for benefits on the first of the month following 18 months of employment with their *Participating Employer*.
- Plan participants who are members of Local 400 and part time or full time employees of Shoppers Food Warehouse hired on or after July 6, 2004 will become eligible for benefits on the first of the month following 18 months of employment with their *Participating Employer*.
- Plan participants who are members of Local 27 and part time or full time employees of Shoppers Food Warehouse, Laurel and Annapolis hired on or after October 2, 2005 will become eligible for benefits on the first of the month following 18 months of employment with their *Participating Employer*.
- There are many different *Collective Bargaining Agreements* between the *Unions* and the *Participating Employers*. To determine your *Eligibility Date*, see your *Collective Bargaining Agreement*.

Participants hired prior to the dates shown above had different eligibility waiting periods. Contact the *Fund Office* for more information.

### **Delay in Eligibility**

If you are absent from work on the day your eligibility would otherwise begin, you will not be eligible for any benefits until the day you actually return to work with a *Participating Employer*.

### **Continued Eligibility**

Any employee who is initially eligible will become and remain a participant as long as he or she is employed by a *Participating Employer* and covered by a *Collective Bargaining Agreement* or a *Participation Agreement* between a *Participating Employer* and the *Fund*. A participant is considered to be employed:

1. during periods of *Active Work*,
2. during paid vacations,
3. while on jury duty,
4. while collecting benefits from the *Fund* or a *Participating Employer*, or
5. while collecting workers' compensation benefits from a *Participating Employer*, for a period not to exceed your weekly disability or Accident and Sickness entitlement under the *Fund*.

### **Loss of Eligibility**

You cease to be eligible for benefits upon:

1. termination of employment with a *Participating Employer*,
2. transfer to job classification outside the jurisdiction of the *Collective Bargaining Agreement*,
3. layoff,
4. military service,
5. leave of absence,

6. unpaid vacation for which no contributions are made to the *Fund*,
7. when all Accident And Sickness benefits or weekly disability benefits under the *Fund* are exhausted,
8. absence because of an accident or sickness compensable under Workers' Compensation exceeding your weekly disability or Accident and Sickness entitlement under the *Fund*,
9. end of your employer's obligation to make contributions pursuant to the *Collective Bargaining Agreement*, or *Participation Agreement*,
10. retirement,
11. death, or
12. termination of the Legal Benefits Fund or the *Fund*.

If loss of eligibility occurs for reasons 4, 5, 6, 7, or 8 above, you may be entitled to continue your eligibility by making self payments. See page 29.

### **Date Benefits Terminate**

Eligibility for benefits terminates at the end of the month in which the loss of eligibility occurs.

### **Reinstatement of Eligibility**

If you lose your eligibility because of military service, layoff, or a leave of absence approved by your employer, you will be reinstated to eligibility status on the day you return to *Active Employment*.

If you lose your eligibility for any other reason, but become *Actively Employed* again by the same or another *Participating Employer* within 30 days, you will automatically be reinstated to eligibility status on the day you return to *Active Employment*. If the period of separation is 31 days or longer, you must again meet the initial eligibility requirements.

## SELF PAYMENTS

### Leave of Absence

A participant who is granted a non-military leave of absence in writing by a *Participating Employer* or who is absent from employment by reason of service in the uniformed services as defined by *USERRA*, may elect to continue eligibility status by making self payments directly to the *Fund*. If you elect to continue eligibility by making self payments, the *Fund* will continue to provide benefits. You must meet the following conditions:

1. You must elect to continue eligibility by self payments within 30 days following your loss of eligibility. The self payment period must start with the month immediately following the month in which eligibility was lost. Failure to elect self payments on time will cause a loss of eligibility and benefits will terminate.
2. Self payments must be made monthly in an amount determined by the *Board of Trustees*. Self payments must be received by the *Fund Office* on or before the first day of each month for which you want to continue eligibility. Failure to make payments on time will terminate your eligibility for benefits as of the last day of the most recent calendar month for which a self payment was accepted.
3. To begin making self payments, you must call the *Fund Office* to find out the amount of the payment required. Mail your check or money order and a copy of your written leave of absence to the *Fund Office* at: *Fund Office*, 911 Ridgebrook Road, Sparks, MD 21152-9451.
4. Timely self payments will be accepted until you return to *Active Employment* covered by the *Fund* or until your leave of absence expires, but in no case for longer than 18 months following your loss of eligibility.

## DEPENDENT ELIGIBILITY

Eligible dependents include your spouse and children only. The children covered are your biological children, stepchildren, legally adopted children and children over whom you have legal custody, if the children are under the age of 19, not married, not employed on a regular full time basis, and dependent on you for support. The *Fund* requires you to submit evidence of dependents' eligibility status--a birth certificate for your child and a marriage license for your spouse.

***Dependents of Giant 400 Charlottesville employees are not eligible for benefits.***

### **Dependent Eligibility**

Dependents of participants will be eligible for benefits on the same date as the participant. See page 26, "Initial Eligibility."

### **Adding Dependents**

New eligible dependents can be included for benefit coverage by notifying the *Fund Office* and completing a new enrollment form. Your eligible spouse may be included for benefit coverage on the first day of the calendar month following the date of marriage. Biological children entitled to dependent coverage may be added at the date of birth. Legally adopted children may be added the first of the month following the date of adoption. Stepchildren may be added on the first of the month following your date of marriage. Participants having legal custody of children will be entitled to dependent coverage for those children beginning on the first of the month following six months after legal custody is awarded by the court. Please note that the *Board of Trustees* must approve--in advance--any application for coverage of children of whom a participant has legal custody. The participant must submit an affidavit every six months indicating that such legal custody remains in force.

**Only eligible dependents listed on the participant's enrollment form will be entitled to dependent coverage.**

**Loss of Dependent Eligibility**

Your dependents will cease to be eligible for benefits when:

1. The participant loses his or her own eligibility.
2. The dependent becomes eligible for benefits as an employee of a *Participating Employer*.
3. The dependent is a spouse and is divorced or legally separated from the participant, or they have lived apart for three or more years.
4. The dependent is a child and:
  - (a) it is the end of the calendar month in which the child has his or her 19th birthday;
  - (b) it is the end of the month in which the child begins full time employment;
  - (c) it is the end of the calendar year in which the child ceases to be dependent on the participant for support; or
  - (d) it is the end of the month in which the child is married.

**Coverage of Dependent Children Over Age 19**

Dependent children who will lose eligibility solely because of age may continue to be eligible for benefits provided the children are enrolled as full time students in an accredited school. You must complete a student certification form and return it to the *Fund Office* **before** the child's 20<sup>th</sup> birthday in order for coverage to be continued. Students will only be covered through the earlier of the calendar year in which they become age 23 or the date they lose coverage for any other reason.

Any unmarried child 19 or over who is incapable of self support because of a physical or mental disability that began before age 19 and who is dependent on the participant for support may continue to be covered as an eligible dependent for all dependent benefits



offered by the *Fund*. You must complete a disability certificate annually and return it to the *Fund Office* in order for the dependent child to be covered.

## CLAIMS FILING AND REVIEW PROCEDURE

### Filing a Claim

Your claim is automatically made when you contact the participating attorney (provider)--there are no claim forms for legal benefits.

### Denial of A Claim

If your claim for legal service is denied, the provider will notify you in writing within 90 days of the day the claim is made, unless special circumstances require an extension of time for processing the claim. If such an extension is needed, the provider will give you written notice of the extension prior to the termination of the initial 90 day period. Such notice shall indicate the circumstances requiring an extension, and the date by which the provider expects to render the final decision on the claim. In no event will it take more than 180 days from the date of the initial claim to make a decision on whether to approve or deny the claim.

If your claim is denied, you will receive a written notification. The denial will contain the following information:

1. the specific reason for the denial,
2. reference to the provision of the Plan document or *Fund* rule on which your denial is based,
3. a description of additional materials you would need to submit in order to complete your claim,
4. the steps to take if you want to appeal the denial, and the amount of time you have in which to do this, and
5. your right to bring an action under *ERISA* if you decide to appeal and that appeal is denied.

## **Review Of A Denied Claim**

If your claim has been partially or wholly denied, you can appeal the denial and have the claim reviewed by the *Board of Trustees* of the *Fund*.

If you decide to appeal, you or your representative must make a written request for review within **60 days** from the date of the written notice denying your claim. You may include a written explanation of the issues and your comments on those issues with your request for review. You may examine all Plan documents relating to those issues when you prepare your request for review.

You will receive, if you request it, reasonable access to and free copies of documents relevant to your claim. You may name a representative to act on your behalf. To do so, you must notify the *Fund* in writing of the representative's name, address, and telephone number. You may, at your own expense, have legal representation at any stage of these review procedures. Regardless of the outcome of the appeal, neither the *Board of Trustees* nor the *Fund* will be responsible for paying any legal expenses which you incur during the course of your appeal.

The *Board of Trustees*, in making its decisions on claims and on appeal, will apply the terms of the Plan document, any applicable guidelines, rules and schedules, and will periodically verify that benefit determinations are made in accordance with such documents, and where appropriate, applied consistently with respect to similarly situated claimants.

Send your request for review (appeal) to:

Board of Trustees, FELRA & UFCW Health and Welfare Fund  
Attn: Appeals Dept.  
911 Ridgebrook Road  
Sparks, MD 21152-9451

When the *Board of Trustees* reviews your claim, it will take into account all information you submit in making its decision. The *Board of Trustees* will make its decision at the next regular meeting following receipt of your appeal unless there are special circumstances, in which case the *Board of Trustees* will decide the case at its second regular meeting. If you submit your appeal less than 30 days before the next scheduled *Board of Trustees* meeting, the *Board of Trustees* will decide the case at the second scheduled meeting, or, if there are special circumstances, the third meeting after it receives your appeal. If the *Board of Trustees* requires a postponement of the decision to the next meeting, you will be sent a notice describing the reason for the delay and an expected date of a decision.

The *Board of Trustees* will send you a notice of its decision within five (5) days of the decision. If the *Board of Trustees* denies your appeal, the notice will contain the reasons for the decision, specific references to the Plan provisions on which the decision was based, notice that you may receive, upon request and free of charge, reasonable access to and copies of all documents and records relevant to the claim and a statement of your right to bring a lawsuit under *ERISA*.

The decision of the *Board of Trustees* is final and binding.

If your claim is denied, in whole or in part, you are not required to appeal the decision. However, before you can file suit under Section 502(a) of the Employee Retirement Income Security Act (“*ERISA*”) on your claim for benefits, you must exhaust your administrative remedies by appealing the denial to the *Board of Trustees*. Failure to exhaust these administrative remedies will result in the loss of your right to file suit. If you wish to file suit for a denial of a claim for benefits, you must do so within three years of the date the *Trustees* denied your appeal. For all other actions,

you must file suit within three years of the date on which the violation of Plan terms is alleged to have occurred. Additionally, if you wish to file suit against the Plan or the *Trustees*, you must file suit in the United States District Court for the District of Maryland. These rules apply to you and your dependents and any provider who provided services to you or your dependents. The above paragraph applies to all litigation against the *Fund*, including litigation in which the *Fund* is named as a third party defendant.

## YOUR RIGHTS UNDER ERISA

As a participant eligible to receive legal benefits provided by the *Fund*, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (*ERISA*). The *Board of Trustees* complies fully with this law and encourages you to first seek assistance from the *Fund Office* when you have questions or problems that involve the *Fund*.

*ERISA* provides that all participants are entitled to:

- Examine all Plan documents, including insurance contracts, *Collective Bargaining Agreements*, and copies of all documents filed by the *Fund* with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions. Participants may examine these documents without charge at the *Fund Office* and at other specified locations, such as union halls and worksites where at least 50 Fund participants are employed.
- Obtain copies of all Plan documents and other *Fund* information upon written request to the *Fund Office*. The *Fund* may make a reasonable charge for the copies.
- Receive a summary of the *Fund's* annual financial report. The *Fund* is required by law to furnish each participant with a copy of this summary annual report.
- File suit in a federal court, if any materials requested are not received within thirty (30) days of the Participant's request, unless the materials were not sent because of matters beyond the control of the Administrator. The court may require the *Fund* administrator to pay up to \$110 for each day's delay until the materials are received.

This *Fund* is maintained pursuant to *Collective Bargaining Agreements*. A copy of these documents may be obtained by

participants and dependents upon written request to the *Fund Office*. The documents are also available for examination by participants and dependents at the *Fund Office*.

In addition to creating rights for *Fund* participants, *ERISA* imposes duties upon the people responsible for the operation of the *Fund*. The people who operate your *Fund*, called fiduciaries, have a duty to do so prudently and in the interest of you and other *Fund* participants and beneficiaries. The *Fund* does not give you any right to continue in employment. However, no one, including your *Participating Employer*, your *Union*, or any other person, may fire you or discriminate against you in any way for the purpose of preventing you from obtaining a benefit or exercising your rights under *ERISA*. If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for denial. You have the right to obtain copies of documents relating to the decision without charge, and to have the *Trustees* review and reconsider your claim.

Under *ERISA*, there are steps you can take to enforce these rights. For instance, if you request materials from the *Fund* and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the *Fund* to provide the materials and pay you a fine until you receive them, unless the materials were not sent because of reasons beyond the control of the *Fund*. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in the appropriate court. If *Fund* fiduciaries ever misuse the *Fund'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 the 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--if it finds your claim is frivolous, for example.

If you have any questions about your *Fund*, you should contact the *Fund Office*. If you have questions about this statement or about your rights under *ERISA*, or if you need assistance in obtaining documents from the Fund Administrator, you should contact the nearest Office of the Employee Benefits Security Administration (“EBSA”), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, DC, 20210. You may also obtain certain publications about your rights and responsibilities under *ERISA* by calling the publications hotline of the Employee Benefits Security Administration.



