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**YOUR GROUP LIFE AND  
ACCIDENTAL DEATH AND  
DISMEMBERMENT  
BENEFITS**

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**TRUSTEES OF THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 487 HEALTH AND  
WELFARE FUND**

UNDERWRITTEN BY:  
UNITED OF OMAHA LIFE INSURANCE COMPANY  
MUTUAL OF OMAHA PLAZA  
OMAHA, NEBRASKA 68175

Revised August 1, 2015

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## **HOW TO OBTAIN PLAN BENEFITS**

To obtain benefits see the Payment of Claims provision.

Forward your completed claim form to:

TRUSTEES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 487  
HEALTH AND WELFARE FUND  
c/o Associated Administrators, LLC  
911 Ridgebrook Road  
Sparks, MD 21152-9451

### **CLAIM ASSISTANCE**

If you need assistance with filing your claim or an explanation of how your claim was paid, contact the:

United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, Nebraska 68175  
Call Toll-Free: 1-800-775-8805

When contacting the Company please have your policy number available. Your policy number is GLUG-31X5.

**This certificate provides life insurance for the employees, retired employees and dependents, if applicable, of TRUSTEES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 487 HEALTH AND WELFARE FUND, 1425 NW 36th Street Miami, FL 33142 under GLUG-31X5. The employee shall be given a copy of the group enrollment form. The benefits are payable to the beneficiaries of record designated by the employee.**

# UNITED OF OMAHA LIFE INSURANCE COMPANY

A MUTUAL of OMAHA COMPANY

## GROUP TERM LIFE AND AD&D INSURANCE SUMMARY OF COVERAGE



### TRUSTEES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 487 HEALTH AND WELFARE FUND GLUG-31X5

Revised: August 1, 2015  
All eligible active employees  
All eligible retired employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

<b>BENEFITS</b>	
<b>Life Insurance Benefit for You</b>	Amount of Life Insurance: \$10,000 Note: In the event of death, the benefit paid will equal the benefit amount less any living care benefits previously paid under the Policy. <b>Applies to All eligible active employees</b> Active Life Insurance Benefits end on the date of Your retirement.
<b>Accidental Death and Dismemberment Benefit for You</b>	<b>Applies to All eligible active employees</b> A Principal Sum equal to the amount of Your Life Insurance Benefit. If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.
<b>EMPLOYEE ELIGIBILITY</b>	
<b>Initial Eligibility</b>	<b>Applies to All eligible active employees</b> A new employee will become eligible for benefits on the first day of the month following a period of three consecutive months in which a minimum of 400 hours has been contributed on his behalf by Contributing Employers. If the above requirement is not met, an employee will be come eligible on the first day of the month following a period of six consecutive months or less, in which at least 500 hours have been contributed on his behalf by Contributing Employers. Upon meeting the requirements for Initial Eligibility, the Employee will remain eligible for three months.

<b>Continued Eligibility</b>	<p><b>Applies to All eligible active employees</b></p> <p>The employment records of all eligible employees will be reviewed monthly to determine whether an employee is eligible for continued benefits.</p> <p>Refer to the Eligibility form in Your Certificate for further information on Continued Eligibility.</p>
<b>Retiree Eligibility</b>	<p>A Retired Employee will be eligible for Death Benefits if he:</p> <ul style="list-style-type: none"> <li>• Is retired under the IUOE Local 487 Pension Plan in any of the following forms of retirement: <ul style="list-style-type: none"> <li>• is at least 55 years of age and retiring with 25 years of vested service, or</li> <li>• is at least 60 years of age and retired on an Early Retirement, or</li> <li>• retires at Normal Retirement Age, or (4) retirees, on a Disability Retirement;</li> </ul> </li> <li>• Is retired from active employment on or after April 21, 1977;</li> <li>• Was eligible for health and death benefits from the IUOE Local 487 Health and Welfare Fund for a period of 36 months immediately prior to his retirement; and</li> <li>• Effective for persons retiring after July 1, 1999, was eligible for health and death benefits from the IUOE Local 487 Health and Welfare Fund and/or the IUOE Local 675 Health and Welfare Fund for a period of 36 months immediately prior to his retirement.</li> </ul> <p>Refer to the Eligibility form in Your Certificate for further information on Retiree Eligibility.</p>
<b>FEATURES</b>	
<b>Living Benefits Option For You</b>	<p>50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed \$50,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.</p>
<b>Continuation Of Coverage For Death Benefits</b>	<p>This Plan provides eligible individuals with the option of continuing death benefits when coverage terminates under the Plan.</p> <p>Refer to the Eligibility form in Your Certificate for further information on continuation of coverage for death benefits.</p>
<b>Conversion</b>	<p>If Your employment ends, You may apply for an individual life insurance policy without evidence of good health. You will be responsible for the premium for the coverage.</p>

Applies to All eligible active employees

**AD&D BENEFIT SCHEDULE**

The AD&D Benefit is paid if You are Injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

<b>Loss</b>	<b>Benefit</b>
<ul style="list-style-type: none"> <li>• Life</li> <li>• Both Hands</li> <li>• Both Feet</li> <li>• Entire Sight of Both Eyes</li> <li>• One Hand and One Foot</li> <li>• One Hand and Entire Sight of One Eye</li> <li>• One Foot and Entire Sight of One Eye</li> </ul>	Principal Sum
<ul style="list-style-type: none"> <li>• Entire Sight of One Eye</li> <li>• One Hand or One Foot</li> </ul>	One-half Principal Sum
<ul style="list-style-type: none"> <li>• Loss of Thumb and Index Finger of Same Hand</li> </ul>	One-fourth Principal Sum

**AD&D EXCLUSIONS FOR ACTIVE EMPLOYEES ONLY**

We will not pay for any loss which:

- is not permanent;
- occurs more than 90 days after the injury;
- is caused by voluntary carbon monoxide poisoning;
- results from injuries received while operating or riding in any aircraft, except as a passenger in a commercial aircraft on a regularly schedule flight or while traveling on business of the Policyholder, provided the aircraft:
  - has a current and valid FAA (Federal Aviation Administration of the United States) standard air worthiness certificate; and
  - is operated by a person holding a current and valid FAA pilot’s certificate of rating authorizing him or her to operate the aircraft;
- results from injuries you receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;

We do not pay under the Accidental Death and Dismemberment Benefits provisions for:

- any loss which results, whether the insured person is sane or insane, from:
  - an intentionally self-inflicted injury or sickness; or
  - suicide or attempted suicide;
- any loss resulting from the insured person’s participation in a riot or in the commission of a felony;
- any loss which results from an act of declared or undeclared war or armed aggression; or
- any loss:
  - which is incurred while the insured person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country; and
- for which any governmental body or its agencies are liable.

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# CERTIFICATE OF INSURANCE

## UNITED OF OMAHA LIFE INSURANCE COMPANY

Home Office: Mutual of Omaha Plaza  
Omaha, Nebraska 68175

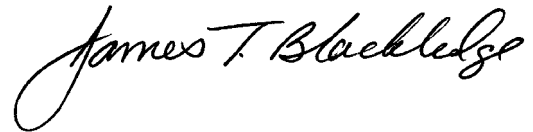
United of Omaha Life Insurance Company certifies that Group Policy No(s). GLUG-31X5 (policy) has been issued to TRUSTEES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 487 HEALTH AND WELFARE FUND (Policyholder).

Insurance is provided for certain employees as described in the policy.

The benefits described in this Certificate are subject to the terms and conditions of the policy. Benefits are effective only if you are eligible for the insurance, become insured and remain insured as described in this Certificate.

This Certificate replaces any certificate previously issued under the Policy.

UNITED OF OMAHA LIFE INSURANCE COMPANY



Chief Executive Officer



Corporate Secretary

## DEFINITIONS

When used in the policy or your certificate:

**Our, We, Us** means the Company shown on your Certificate of Insurance.

**You, Your, Insured Person** means an employee or member who is insured under the policy.

**Sickness** means a disease, disorder or condition, which requires treatment by a physician.

**Injury** means an accidental bodily injury which requires treatment by a physician. It must result in loss independently of sickness and other causes.

**Physician** means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM) or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist;
- (c) a Master's level counselor and licensed or certified social worker who is acting under the supervision of a doctor of medicine or a licensed doctoral clinical psychologist;
- (d) a licensed physician's assistant (PA); or
- (e) where required to cover by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include a person who lives with you or is part of your family (you; your spouse; or a child, brother, sister or parent of you or your spouse).

**Total Disability or Totally Disabled** means that because of an injury or sickness you are completely and continuously unable to perform any work or engage in any occupation.

**Rider** means a provision added to the policy or your certificate to expand or limit benefits or coverage.



# ELIGIBILITY

## DEFINITIONS

**Employer** means any company which has entered into a Collective Bargaining Agreement with the International Union of Operating Engineers Local 487 or is otherwise obligated to make contributions to the Fund.

**Contributing Employer** means an employer which makes contributions to the International Union of Operating Engineers Local 487 Health & Welfare Fund by the terms of a participation agreement. The Union and the Trust Fund are considered Employers with respect to its employees for whom it contributes to this Fund.

**Employee** means all active employees on whose behalf contributions are required to be made to the Fund by Employers in accordance with a Collective Bargaining Agreement or other written participation agreement by and between Employers and the IUOE, Local 487, including non-bargaining unit employees of the Employer, elected officials of the Union and employees of the Trust Fund. In addition, officers of the Employer may be considered employees, provided that sole proprietors, partners and persons owning 100% of the stock of a corporation will not be considered employees and will not be eligible to participate in the Plan.

**Retired Employee** means employees who

- (a) have retired from active employment since April 21, 1977,
- (b) are receiving an Early Retirement, Normal Retirement, or Disability Retirement benefit from the IUOE Local 487 Pension Plan, and
- (c) were eligible for benefits under the IUOE Local 487 Health and Welfare Plan for 36 months immediately prior to retirement. Such employees must be at least age 55 if retiring with 25 years of vested service, at least age 60 and retiring on Early Retirement, 62 or older and retiring on Normal Retirement, or retiring on a Disability Retirement, which has no age requirement, however, the employee must have 10 years of vesting credits.

In addition, the term "Retired Employee" includes members of IUOE Local 675 (hereinafter Local 675) who were retired on or before July of 1999, the date of the merger of Local Health and Welfare Fund into the IUOE 487 Health and Welfare Fund. To be eligible, retired members of Local shall have submitted a completed election form, as provided by the Administrative Office, to the Administrative Office and to self-pay the premium cost for death benefit coverage.

**Owner Operator** is an employee of a corporation in which he or his spouse has an ownership interest, and whose participation has been approved by the Board of Trustees of the International Union of Operating Engineers Local 487 Health and Welfare Fund.

**NOTE: ANY REFERENCE TO MALE GENDER ALSO INCLUDES FEMALE GENDER, WHERE APPLICABLE.**

**EMPLOYEES AND RETIRED EMPLOYEES ELIGIBILITY AND TERMINATION RULES  
BARGAINING UNIT EMPLOYEES**

**INITIAL ELIGIBILITY**

A new employee will become eligible for benefits on the first day of the month following a period of three consecutive months in which a minimum of 400 hours has been contributed on his behalf by Contributing Employers. If the above requirement is not met, an employee will be come eligible on the first day of the month following a period of six consecutive months or less, in which at least 500 hours have been contributed on his behalf by Contributing Employers. Upon meeting the requirements for Initial Eligibility, the Employee will remain eligible for three months.

The following chart shows how this requirement can be met.

Initial Eligibility	
400 Hours In	Give Coverage For
January-February-March	April-May-June
February-March-April	May-June-July
March-April-May	June-July-August
April-May-June	July-August-September
May-June-July	August-September-October
June-July-August	September-October-November
July-August-September	October-November-December
August-September-October	November-December-January
September-October-November	December-January-February
October-November-December	January-February-March
November-December-January	February-March-April
December-January-February	March-April-May

**CONTINUED ELIGIBILITY**

The employment records of all eligible employees will be reviewed monthly to determine whether an employee is eligible for continued benefits. Eligibility Months are the months which are used to determine if employees have worked the minimum number of hours required under the Plan. Benefit Months are the months in which the employees are covered for benefits under the Plan. The above chart in this section shows the Eligibility Months and the corresponding Benefit Months.

Eligibility may be continued through one of the following methods:

1. **Active Work** Employees who work a minimum of 100 hours during an Eligibility Month will be covered for benefits during the corresponding Benefit Month.
2. **Rollback Rule** Employees who fail to work at least 100 credited hours during an Eligibility Month may still continue to be eligible for coverage. The Administrative Office will look at the Eligibility Month and the five previous Eligibility Months and determine if the employee has worked the required number of hours, as shown in the **chart on page 5** . If the hours requirement is met, the employee will be covered for the next Benefit Month.

Eligibility may be determined using this method only if the employee has been covered in the preceding Benefit Months; this rule will not be used to determine if an employee can reinstate his eligibility after losing it, or to regain eligibility after making self-payments.

3. **Continuing Eligibility Through Disability Credits** For the purposes of maintaining eligibility, a month of proven disability will not count as a month of unemployment. A month of proven disability is defined as any calendar month in which an employee can medically substantiate that he has been disabled for a minimum of 20 consecutive days during the month. During such periods of disability, the employee will be automatically credited with up to a maximum of 100 hours for each calendar month of proven disability. The maximum credit for disability will be limited to six calendar months within any two-year period.
4. **Continuing Eligibility Through Self-Payments; Crediting of Hours Worked (For Bargaining Unit Employees)** If a bargaining unit employee's coverage terminates, but he remains available for work, he will be given the opportunity to continue life coverage (provided the employee elects to also continue his medical coverage) by making self-contributions.
  - (a) The Administrative Office will send the employee a notice informing him when his coverage will terminate and of his right to self-pay and the amount of the self-payment required to maintain eligibility.
  - (b) If the employee fails to make the self-payment by the due date, his coverage will be terminated, unless he is eligible for and elects COBRA continuation of coverage, as described on pages 7 through 9.
  - (c) If the employee is making self-payments to continue coverage and has worked some hours in the month for which self-payments are due, the Fund will reimburse him for the amount of the contributions made for the hours of work or will credit the contributions to his next payment.
  - (d) If an employee makes a self-payment for coverage and then terminates employment with an employer or becomes unavailable for full-time work with an employer, his coverage will terminate at the end of the Benefit Month for which he last made a self-payment. At that point, the employee may be eligible to continue through self-payments.

Eligibility Months						
Benefit Month	100 Hours In	200 Hours In	300 Hours In	400 Hours In	500 Hours In	600 Hours In
April	Jan	Dec-Jan	Nov-Jan	Oct-Jan	Sept-Jan	Aug-Jan
May	Feb	Jan-Feb	Dec-Feb	Nov-Feb	Oct-Feb	Sept-Feb
June	Mar	Feb-Mar	Jan-Mar	Dec-Mar	Nov-Mar	Oct-Mar
July	Apr	Mar-Apr	Feb-Apr	Jan-Apr	Dec-Apr	Nov-Apr
August	May	Apr-May	Mar-May	Feb-May	Jan-May	Dec-May
September	Jun	May-Jun	Apr-Jun	Mar-Jun	Feb-Jun	Jan-Jun
October	Jul	Jun-Jul	May-Jul	Apr-Jul	Mar-Jul	Feb-Jul
November	Aug	Jul-Aug	Jun-Aug	May-Aug	Apr-Aug	Mar-Aug
December	Sep	Aug-Sept	Jul-Sept	Jun-Sept	May-Sept	Apr-Sept
January	Oct	Sept-Oct	Aug-Oct	Jul-Oct	Jun-Oct	May-Oct

February	Nov	Oct-Nov	Sept-Nov	Jul-Nov	Jul-Nov	Jun-Nov
March	Dec	Nov-Dec	Oct-Dec	Sept-Dec	Aug-Dec	Jul-Dec

### **REINSTATEMENT**

If an employee's eligibility has terminated, he will be reinstated for eligibility if and when he meets the Initial Eligibility requirements. However, if at least some hours were worked in the 12-month period preceding reinstatement, coverage will be reinstated on the first day of the calendar month immediately following the date he has worked 300 hours in the preceding three months or 500 hours in the preceding six months. Upon meeting the requirements for reinstatement, he will remain eligible for the next three consecutive months.

### **TERMINATION**

Eligibility for benefits will terminate on the earliest of the following dates:

- (a) The first day of the month following the month in which the employee has not accumulated 100 hours, or the required number of hours during the rolling eligibility period;
- (b) The date the employee enters full time military, naval or air service, provided that if the employee is a reservist called up to active duty, he may be entitled to make self-payments regardless of any coverage provided by the military;
- (c) The date the employee ceases to be in an eligible status;
- (d) The date the employee's employer is no longer a contributing employer to the Fund;
- (e) The last day of the third month after which the participant has ceased employment with a contributing employer, and who is unavailable for work in covered employment, except for unavailability due to disability or retirement provided premium continues to be paid.
- (f) The date of the employee's death; or
- (g) The date the Plan terminates.

### **EXCEPTION TO ELIGIBILITY RULES:**

Active full-time employees working in covered employment of new employers as of the operative date of that employer's bargaining agreement shall be eligible for immediate benefits under this plan if they meet the following requirements:

1. The employer has maintained other comprehensive medical coverage for employees working in covered employment directly before the operative date of the employer's bargaining agreement providing for contribution to this plan on behalf of such employees.
2. The new employer submits a list of full-time employees to be covered to the Fund Office and initial eligibility for benefits shall begin the first day of the month subsequent to the month the employer is first required to make contributions on such employees behalf to this plan.

Once eligible for benefits, employees must work a minimum of 100 hours a month to maintain eligibility under this plan. Rules regarding rolling eligibility periods and reinstatement shall not apply to employees who qualify for coverage under this rules.

The eligibility of any employee will terminate on whichever of the following dates occurs first:

- (a) The last day of the calendar month following receipt of a report in which the employee works less than 100 hours. The Administrative Office will send the employee a notice informing him when his coverage terminates and of his right to self pay and the amount of the self-payment required to maintain eligibility. The employee will be eligible for reinstatement of coverage in the month following the Administrative Office's receipt of a report from the employer in which the employee works 100 hours or more;
- (b) the last day of the calendar month for which the employer submits contributions for coverage on behalf of the employee;
- (c) the last day of the calendar month for which the employer is obligated, pursuant to the collective bargaining agreement to contribute to this plan; or
- (d) the date this plan is terminated.

If an employee's eligibility terminates, such employee may not requalify for coverage under these rules and must instead meet the general initial eligibility rules of this plan.

## **NON-BARGAINING UNIT EMPLOYEES**

### **ELIGIBLE EMPLOYERS**

An employer may have its non-bargaining unit employees (including Owner-Operators) participate in the Fund if the employer is signatory to a collective bargaining agreement on behalf of its bargaining unit employees and it signs a participation agreement with the Fund. The employer must specifically name the employees to be covered under this Fund, in the participation agreement. Contributions must be made to the Fund on the basis of 40 hours per week, 52 weeks per year, at the hourly rate set forth in the participation agreement.

Non-bargaining unit employees are subject to the same rules for initial eligibility and continued eligibility as any other employee.

Coverage will be terminated at the earliest of the following:

- (a) The earliest date set forth in the Termination Section on page 6;
- (b) The last day of the month for which contributions were made on a timely basis;
- (c) The last day of the month in which the employee's employment terminates; or
- (d) The last day of the month for which there is not a valid participation agreement.

## CONTINUATION OF COVERAGE FOR DEATH BENEFITS DURING COBRA

This Plan provides eligible individuals with the option of continuing death benefits when coverage terminates under the Plan. Provisions relative to continuation coverage are discussed below.

### 1. Qualifying Events

An employee has the right to continue death benefits (provided medical coverage is also continued under COBRA) if it terminates for certain reasons, **provided the employee makes the required self-payment of premiums.** The continuation coverage is available in the event coverage terminates due to:

- (a) Termination of the employee's employment for any reason, except gross misconduct; or
- (b) A reduction in hours worked by the employee.

### 2. Election Requirements

The employee must elect to make self-payment of premiums within the later of 60 days after his eligibility terminates or within 60 days from the date he is notified by the Administrative Manager of his right to maintain eligibility through self payment, with appropriate notice of COBRA continuation coverage rights and the terms which apply to the continuation coverage. If an election is not made and postmarked within the time periods stated in the notice, he cannot continue coverage under this Plan.

### 3. Self-Payment of Premiums During Period of COBRA Coverage

Self-payment, if elected, must be made from the date of termination. No lapse in coverage is permitted.

- (a) An employee may elect to continue death benefits only if medical benefits are continued;
- (b) If an employee elects to continue coverage within 60 days after his or her eligibility terminates, the initial premiums due for continuation coverage must be postmarked and sent to the Plan Office within 45 days after the election. This includes premiums required for months of continuation coverage between the termination date .of regular coverage and the date the initial premium is due;
- (c) After the initial election and payment of contributions, subsequent payments must be postmarked and sent to the Plan Office before the last day of the month for which coverage is to be provide; and
- (d) Self-contributors will be notified of any change in contribution rates which they are required to pay.

### 4. Maximum Period Allowed Under Continuation Coverage

- (a) 18 months (maximum) from the date coverage would have otherwise terminated, if coverage is being continued for an employee because the employee ceased covered employment, including retirement or had a reduction in hours of employment for any reason, other than gross misconduct; or

- (b) If the employee is determined to have been disabled at the time of a Qualifying Event as described in 1 .a or becomes disabled during the initial 18-month period, the period of coverage may be extended from 18 to 29 months, provided the employee notifies the Administrative Office by submitting documentation of such determination within 60 days of the date he receives notice from the Social Security Administration that he is entitled to disability benefits, and within 18 months of the qualifying event. A person who has been determined to be disabled by the Social Security Administration must notify the Plan Office not later than 30 days after the date of any determination by the Social Security Administration that he is no longer disabled.

## **5. Termination of Benefits Under Continuation Coverage**

Continuation coverage will terminate on the earliest of:

- (a) The first day of the month for which premium is not paid on time;
- (b) The date the individual becomes covered under another employer sponsored group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition and is therefore no longer eligible to continue his medical benefits through the fund;
- (c) The date the individual becomes entitled to Medicare; or
- (d) The date the plan terminates.

If an employee does not elect and pay premiums for continuation coverage on a timely basis, he will no longer be covered under the Plan and any claims filed during the election period or following termination for non-payment of contributions will not be paid by the Fund. Reinstatement of coverage is not permitted.

Full details of continuation coverage will be furnished to the employee when the Administrative Office receives notice that one of the qualifying events described in item 1. has occurred.

## **6. Self-Payment after Termination of Continuation Coverage During COBRA**

After the maximum period of Continuation Coverage has been reached, an employee may continue to make self-payments to continue coverage under the Plan. This eligibility to self-pay is only available under the following circumstances:

- (a) The employee is eligible but has not yet retired under the International Union of Operating Engineers Local 487 Pension Plan or was an employee covered under an IUOE Local 675 agreement and retired under the International Union of Operating Engineers Central Pension and such employee is not eligible for Medicare or Medicaid. Employees who are working in the trade jurisdiction of Local 487 for a non-signatory employer are not eligible for this coverage;
- (b) The employee is not currently working for an employer who is obligated to make contributions to the Plan, but the employee is currently listed on the IUOE Local 487 out-of-work list; or
- (c) The employee is currently covered under the IUOE Local 487 collective bargaining agreement and is unable to work within the trade jurisdiction of the Union, due to a disability.

Coverage will continue until the earliest of the following events:

- (a) The last day of the month for which self-payment has been made on a timely basis to the Administrative Office;
- (b) The date the Board of Trustees eliminates this coverage;
- (c) Upon entitlement to Medicare, Medicaid or attainment of age 65; or
- (d) The date the Plan is terminated.

## **DEATH BENEFITS RETIRED EMPLOYEES**

### **ELIGIBILITY**

1. A Retired Employee will be eligible for Death Benefits if he:
  - (a) Is retired under the IUOE Local 487 Pension Plan in any of the following forms of retirement:
    - (1) is at least 55 years of age and retiring with 25 years of vested service, or
    - (2) is at least 60 years of age and retired on an Early Retirement, or
    - (3) retires at Normal Retirement Age, or
    - (4) retires, on a Disability Retirement;
  - (b) Is retired from active employment on or after April 21, 1977;
  - (c) Was eligible for health and death benefits from the IUOE Local 487 Health and Welfare Fund for a period of 36 months immediately prior to his retirement; and
  - (d) Effective for persons retiring after July 1, 1999, was eligible for health and death benefits from the IUOE Local 487 Health and Welfare Fund and/or the IUOE Local 675 Health and Welfare Fund for a period of 36 months immediately prior to his retirement.

This benefit shall be available without premium payment by the retiree. A Retired Employee who does not meet these eligibility provisions may still be eligible for a benefit if he complies with the self-pay rules for continuation of coverage. However, in the event a Retired Employee returns to work in the trade jurisdiction of Local 487 for a non-signatory employer, he will immediately and permanently forfeit his eligibility for continued death benefits under this provision and any other provision of the Plan.

2. Special Rule for Members of Local 675 Plan - Members of Local 675 who were retired on or before July of 1999, the date of the merger of IUOE Local 675 Health and Welfare Fund into the IUOE 487 Health and Welfare Fund to continue their death benefits through the IUOE 487 Health and Welfare Fund. Eligible retired members of Local 675 shall have submitted a completed election form, as provided by the Administrative Office, to the Administrative Office and to self-pay the premium cost for death benefit to be continued. Coverage on a self-pay basis for retired members of Local 675 will continue until the earliest of the following events:
  - (a) The last day of the calendar year quarter for which self-payment has been made on a timely basis to the Administrative Office;
  - (b) The date the Board of Trustees eliminates this coverage; or
  - (c) The date the Plan is terminated.



**RIDER**  
**FAMILY AND MEDICAL LEAVE**

**as Federally Mandated**  
**Active Employees**

This rider is made a part of Group Policy GLUG-31X5.

This rider is effective on the later of:

- (a) the effective date of the policy; or
- (b) the date required by Federal law.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

**Family and Medical Leave**

If You become eligible for a family or medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA) (including any amendments to such Act) Your insurance coverage may be continued on the same basis as if You were an Actively at Work employee for up to 12 weeks during the 12 month period, as defined by Your employer, for any of the following reasons:

- (a) to care for Your child after the birth or placement of a child with You for adoption or foster care; so long as such leave is completed within 12 months after the birth or placement of the child;
- (b) to care for Your spouse, child, foster child, adopted child, stepchild, or parent who has a serious health condition; or
- (c) for Your own serious health condition.

In the event You or Your spouse are both insured as employees of the Policyholder, the continued coverage under (a) may not exceed a combined total of 12 weeks. In addition, if the leave is taken to care for a parent with a serious health condition, the continued coverage may not exceed a combined total of 12 weeks.

**Conditions**

1. If, on the day Your insurance is to begin, You are already on an FMLA leave of absence You will be considered Actively at Work. Insurance for You and any eligible dependents (if applicable) will begin in accordance with the terms of the policy. However, if Your leave of absence is due to a serious health condition, benefits for that condition will not be payable to the extent benefits are payable under any prior group plan.
2. You are eligible to continue coverage under FMLA if:
  - (a) You have worked for Your employer for at least one year;
  - (b) You have worked at least 1,250 hours over the previous 12 months;
  - (c) Your employer employs at least 50 employees within 75 miles from Your worksite; and
  - (d) You continue to pay any required premium for yourself and any eligible dependents (if applicable) in a manner determined by Your employer.

3. In the event You choose not to pay any required premium during Your leave, Your insurance coverage will not be continued during the leave. You will be able to reinstate Your coverage on the day You return to work, subject to any changes that may have occurred in the policy during the time You were not insured. You and any insured dependents (if applicable) will not be subject to any evidence of good health requirement provided under the policy. Any partially-satisfied waiting periods, including any limitations for a preexisting condition, which are interrupted during the period of time premium was not paid will continue to be applied once coverage is reinstated.
4. You and Your dependents (if applicable) are subject to all conditions and limitations of the policy during Your leave, except that anything in conflict with the provisions of the FMLA will be construed in accordance with the FMLA.
5. If requested by Us, You or Your employer must submit proof acceptable to Us that Your leave is in accordance with FMLA.
6. This FMLA continuation is concurrent with any other continuation option except for COBRA, if applicable.
7. FMLA continuation ends on the earliest of:
  - (a) the day You return to work;
  - (b) the day You notify Your employer that You are not returning to work;
  - (c) the day Your coverage would otherwise end under the policy; or
  - (d) the day coverage has been continued for 12 weeks.

### **Definitions**

**Prior Group Plan** means the group plan providing similar benefits (whether insured or self-insured plans provided by the Policyholder) in effect immediately prior to the effective date of this policy.

**Serious Health Condition** is defined as stated in the FMLA.

### **Important Notice**

Contact Your employer for additional information regarding FMLA.

**RIDER**  
**UNIFORMED SERVICES EMPLOYMENT AND**  
**REEMPLOYMENT RIGHTS**

**as Federally Mandated**  
**Active Employees**

This rider is made a part of Group Policy GLUG-31X5.

This rider is effective on the later of:

- (a) the effective date of the policy; or
- (b) the date required by Federal Law.

If the provisions of this rider and those of the policy or Your certificate do not agree, the provisions of this rider will apply.

**Definitions**

**USERRA** means the Uniformed Services Employment and Reemployment Rights Act of 1994 (including any amendments to such ACT and any interpretive regulations or rulings).

**Service in the Uniformed Services** means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

**Uniformed Services** means the United States Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency.

**Reemployment** (following service in the Uniformed Services)

Following Your discharge from such service, You may be eligible to apply for reemployment with Your former employer in accord with USERRA.

**Benefits**

Your employer's leave of absence policy will determine Your right to participate in any group insurance, such as Life, Accidental Death and Dismemberment, Weekly Disability, and Long Term Disability.

After reemployment, credit will be given, if applicable, for the period of such service, if required to determine Your benefit amounts, eligibility, or costs.

**Important Notice**

In the event of a conflict between this provision and USERRA, the provisions of USERRA, as interpreted by Your employer or former employer, will apply.

Applies to All eligible active employees

**THE DEFINITIONS, GENERAL EXCLUSIONS AND LIMITATIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

### **SCHEDULE**

The amount of insurance for you will be in accord with your classification in this Schedule.

#### **Classification(s)**

All eligible active employees

### **For You LIFE INSURANCE**

#### **Life Insurance Benefits**

Amount of Life Insurance .....\$10,000  
Facility of Payment Amount.....\*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

Active Life Insurance Benefits end on the date of your retirement.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this policy.

#### **Life Insurance Benefits**

##### **Living Benefits Option**

**Amount of Living Benefits.....** 50% of the amount of life insurance in force on your life, but not to exceed \$50,000.

### **HEALTH INSURANCE (For You)**

#### **Accidental Death and Dismemberment Benefits**

Principal Sum ..... An amount equal to the Amount of Life Insurance in force on your life; however, if your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.

Applies to All eligible retired employees

**THE DEFINITIONS, GENERAL EXCLUSIONS AND LIMITATIONS AND RIDERS ARE VERY IMPORTANT PARTS OF YOUR POLICY. PLEASE READ THOSE PAGES CAREFULLY.**

**SCHEDULE**

The amount of insurance for you will be in accord with your classification in this Schedule.

**Classification(s)**

All eligible retired employees

**For You  
LIFE INSURANCE**

**Life Insurance Benefits**

Amount of Life Insurance .....	\$10,000
Facility of Payment Amount .....	*\$2,000

\*This amount, if paid, will be deducted from the Amount of Life Insurance shown above.

**NOTE:** The Amount of Life Insurance outlined above will be reduced by the Amount of Living Benefits paid under the Living Benefits Option. In the event of your death, the life insurance benefit will equal the original Amount of Life Insurance reduced by any Living Benefits paid under this policy.

**Life Insurance Benefits**

**Living Benefits Option**

**Amount of Living Benefits.....** 50% of the amount of life insurance in force on your life, but not to exceed \$50,000.

## **LIFE INSURANCE BENEFITS**

### **For You**

#### **Benefits**

If you die while insured under this provision, we will pay the **Amount of Life Insurance** shown in the **Schedule**. Benefits will be paid to the beneficiary you name. If you do not name a beneficiary or if no beneficiary survives you, benefits will be paid:

- (a) to your surviving spouse; if none, then
- (b) to your surviving natural and/or adopted children; if none, then
- (c) to your surviving parent(s); if none, then
- (d) to your estate.

Benefits will be paid equally among surviving children or surviving parents.

#### **Mode of Payment**

We will pay benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below; and
  - (2) we agree to it in writing.

#### **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed unless this right has been given up. To make a change, written request should be sent to the office where the beneficiary records are kept. If you do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

#### **Facility of Payment**

We may pay up to the Facility of Payment Amount to any person who has incurred expenses for your fatal illness or burial. The **Facility of Payment Amount** is shown in the **Schedule**.

We may also make monthly payments of not more than \$50.00 to someone other than a beneficiary if:

- (a) the beneficiary is a minor or, in our opinion, does not have the legal capacity to sign a receipt for payment; and
- (b) there is no court-appointed guardian or conservator.

We will make these payments to the person or institution who cares for or supports the beneficiary until claim is made for the remainder of the proceeds by a court-appointed guardian or conservator.

## **Conversion Privilege**

If any of your life insurance ends because your employment or membership in a class ends, you may apply for an individual policy of life insurance (called a conversion policy) without giving information about your health. Issuance of a conversion policy is subject to the following conditions:

- (a) You may apply for any of our individual life insurance policies except term insurance. You may not apply for any supplemental coverage.
- (b) You may apply for an amount which is not more than the amount of your terminated group life insurance.
- (c) The premium for your conversion policy will be at our standard rate for that type of policy according to:
  - (1) your class of risk; and
  - (2) your age on the date the policy takes effect.
- (d) You must submit your written application and your first conversion premium to us within 31 days after your group life insurance ends or reduces.

If your group life insurance ends because of termination of the policy or termination of a class, and you have been insured under the policy at least five years, you may apply within 31 days for a conversion policy. Issuance of the conversion policy is subject to conditions (a), (c) and (d) above. Your converted life insurance may not exceed the lesser of:

- (a) \$10,000.00; or
- (b) the amount of your terminated group life insurance less the amount of any other group life insurance for which you become eligible within 31 days.

If you die within the 31-day period after insurance ends, we will pay the amount of group life insurance you were entitled to convert.

If we issue a conversion policy and you again become eligible for group life insurance under the policy, coverage will become effective only if:

- (a) you terminate the conversion policy; or
- (b) you submit, at your own expense, evidence of good health acceptable to us.

## **ASSIGNMENT RIDER**

This rider is made a part of Group Policy GLUG-31X5.

This rider is effective the later of November 1, 2002, or the day you become insured under the policy.

If provisions of this rider and those of the policy or your certificate do not agree, the provisions of this rider will apply.

### **Assignment (Change of Ownership)**

When the right to change the beneficiary has been reserved, any loss of life benefit in the policy may be assigned. We are not responsible for the validity or tax consequences of any assignment. No assignment will be binding on us until we record and acknowledge it.

Collateral assignments are not permitted.



## **LIFE INSURANCE BENEFITS**

### **For You LIVING BENEFITS OPTION (ACCELERATED BENEFITS)**

#### **Benefits**

If you incur a Terminal Condition while insured under this provision, you or your legal representative, while you are living, may request Living Benefits. The **Amount of Living Benefits** is shown in the **Schedule**, and will be payable provided you are living at the time payment is made. Benefits will be paid in one lump sum.

#### **Conditions**

1. To be insured for Living Benefits, you must be insured for Life Insurance Benefits.
2. We may require your beneficiary's, and in community property states, your spouse's written consent before Living Benefits are paid.
3. Your Life Insurance Benefits and the amount you may convert in accordance with the life Conversion Privilege will be reduced by the Living Benefit amount paid under this provision.
4. An insured person may receive Living Benefits only once.

#### **Definition**

**Terminal Condition** means an injury or sickness:

- (a) expected to result in your death within 12 months; and
- (b) from which there is no reasonable prospect of recovery;

as determined by us, our medical staff, or a qualified party selected by us.

#### **Exceptions**

This Living Benefits provision will not apply:

- (a) when you have irrevocably assigned your Life Insurance Benefits;
- (b) when all or a portion of your Life Insurance Benefits are to be paid to your former spouse as part of a divorce agreement;
- (c) to any intentionally self-inflicted injury or suicide attempt;
- (d) if your Life Insurance ends;
- (e) if the required premium is due and unpaid;
- (f) to any supplemental life insurance benefits to which you may be entitled; or
- (g) if the Master Policy ends.

**NOTE:** Benefits paid under this provision may be taxable. If so, you or your beneficiary may incur a tax obligation. As with all tax matters, you should consult your personal tax advisor to assess the impact of this benefit.

**Applies to All eligible active employees**  
**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**  
**For You**

**Benefits**

If, while insured under this provision, you are accidentally injured, and that injury is independent of sickness and all other causes, we will pay the **Benefit** shown in the **Table** below for any of the following losses:

**TABLE**

<b>Loss</b>	<b>Benefit</b>
Life .....	Principal Sum
Both hands, both feet or both eyes .....	Principal Sum
One hand and one foot, one hand and one eye or one foot and one eye.....	Principal Sum
One hand, one foot or one eye .....	One-half Principal Sum
Thumb and index finger of same hand.....	One-fourth Principal Sum

The **Principal Sum** is shown in the **Schedule**.

Loss of a hand means the severance at or above the wrist joint.

Loss of a foot means the severance at or above the ankle joint.

Loss of thumb and index finger means the severance of two or more phalanges of both the thumb and the index finger.

Loss of an eye means the total loss of sight in that eye.

If the injury causes more than one loss, we will pay only the **largest** of the specified Dismemberment benefits.

**Payment for Loss of Life**  
**Beneficiary**

Benefits payable under this provision because of your death will be paid to the beneficiary you name. If you do not name a beneficiary or if no beneficiary survives you, benefits will be paid:

- (a) to your surviving spouse; if none, then
- (b) to your surviving natural and/or adopted children; if none, then
- (c) to your surviving parent(s); if none, then
- (d) to your estate.

Benefits will be paid equally among surviving children or surviving parents.

## **Mode of Payment**

We will pay death benefits:

- (a) in a lump sum; or
- (b) in other than a lump sum if:
  - (1) another mode of payment is requested as described below; and
  - (2) we agree to it in writing.

## **Beneficiary or Mode of Payment Change**

The beneficiary and mode of payment may be changed unless this right has been given up. To make a change, written request should be sent to the office where the beneficiary records are kept. If you do not know where the records are kept, send the request to us. When recorded and acknowledged, the change will take effect as of the date the request is signed. However, the change will not apply to any payments or other action taken by us before the request was acknowledged.

## **Payment for Other Than Loss of Life**

Benefits payable under this provision for any loss other than life will be paid to you in a lump sum.

## **Definition**

**Traveling on Business of the Policyholder** means any trip made by you on assignment by or with authorization of the Policyholder for the purpose of furthering the business of the Policyholder.

## **Exceptions**

We will not pay for any loss which:

- (a) is not permanent;
- (b) occurs more than 90 days after the injury;
- (c) is caused by voluntary carbon monoxide poisoning;
- (d) results from injuries received while operating or riding in any aircraft, except as a passenger in a commercial aircraft on a regularly schedule flight or while traveling on business of the Policyholder, provided the aircraft:
  - (1) has a current and valid FAA (Federal Aviation Administration of the United States) standard air worthiness certificate; and
  - (2) is operated by a person holding a current and valid FAA pilot's certificate of rating authorizing him or her to operate the aircraft;
- (e) results from injuries you receive while riding in any aircraft engaged in:
  - (1) racing;
  - (2) endurance tests; or
  - (3) acrobatic or stunt flying; or
- (f) is excluded under the General Exclusions and Limitations.

**Applies to All eligible active employees**  
**GENERAL EXCLUSIONS AND LIMITATIONS**

**These General Exclusions and Limitations do not apply  
to any Life Insurance Benefits provisions.**

We do not pay under the Accidental Death and Dismemberment Benefits provisions for:

- (a) any loss which results, whether the insured person is sane or insane, from:
  - (1) an intentionally self-inflicted injury or sickness; or
  - (2) suicide or attempted suicide;
- (b) any loss resulting from the insured person's participation in a riot or in the commission of a felony;
- (c) any loss which results from an act of declared or undeclared war or armed aggression; or
- (d) any loss:
  - (1) which is incurred while the insured person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country; and
  - (2) for which any governmental body or its agencies are liable.

## **PAYMENT OF CLAIMS**

### **How to File Claims**

It is important for You to notify Us of Your claim as soon as possible so that a claim decision can be made in a timely manner. Before Your claim can be considered, We must be given a written proof of loss, as described below. In the event of Your death or incapacity, Your beneficiary or someone else may give Us the proof.

### **Proof of Loss Requirements**

1. First, request a claim form from the Plan Administrator or from Us.

This request should be made:

- (a) within 20 days after a loss occurs; or
- (b) as soon as reasonably possible.

When We receive the request, We will send a claim form for filing proof of loss. If You do not receive the form within 15 days of Your request, You can meet the proof of loss requirement by giving Us a written statement of what happened. We must receive a written statement within the time shown in 3 below.

2. Next, You must complete and sign the claim form. If a Physician must complete part of the claim form, have the Physician complete and sign that part.
3. The claim form or written statement should be sent to Us or to the Plan Administrator within 90 days after the loss occurs; or as soon as reasonably possible. If it is not possible to give Us proof within 90 days, it must be given to Us no later than one year after the time proof is otherwise required, unless the claimant is not legally capable.

### **When Claims are Paid**

Policy benefits will be paid as soon as We receive acceptable proof of loss.

### **Direct Payments**

Any loss of life benefit will be paid in accord with the Life Insurance Benefits and/or Accidental Death and Dismemberment Benefits provision(s).

Any other benefits will be paid to You, except that benefits unpaid at Your death may be paid, at Our option to:

- (a) Your beneficiary; or
- (b) Your estate.

If Your beneficiary is unable to give a valid release or if benefits unpaid at Your death are not more than \$3,000, We may pay up to \$3,000 to any relative of Yours who We find is entitled to the benefit.

Any payment made in good faith will fully discharge Us to the extent of the payment.

### **Examination and Autopsy**

We sometimes require that a claimant be examined by a Physician of Our choice. We will pay for these examinations. We will not require more than a reasonable number of examinations. Where not prohibited by law, We may also require an autopsy. We will pay for this autopsy.

### **Overpayments**

We have the right to recover any overpayments due to:

- (a) fraud; or
- (b) any error We make in processing a claim.

You must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We paid You.

# LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT CLAIM REVIEW PROCEDURES

## As Federally Mandated

### DEFINITIONS

An “**Adverse Benefit Determination**” means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of the Insured Person’s eligibility to participate in a plan.

A document, record, or other information will be considered “**Relevant**” to a claim if it:

- (a) was relied upon in making the claim decision;
- (b) was submitted, considered, or generated in the course of making the claim decision, without regard to whether it was relied upon in making the claim decision; or
- (c) demonstrates compliance with administrative processes and safeguards designed to ensure and verify that claim decisions are made in accordance with the Policy and that, where appropriate, Policy provisions have been applied consistently with respect to similarly situated claimants.

### INITIAL CLAIM DECISION

Initial Claim Decision. We will make a claim decision regarding a life or accidental death and dismemberment claim within 90 days after Our receipt of the claim.

Extensions. The initial 90 day period may be extended for up to 90 days, if We (1) determine that special circumstances require an extension of time for processing the claim and (2) notify the claimant, prior to the expiration of the initial 90 day period, of the special circumstances requiring the extension and the date by which We expect to render a decision.

Time Periods. The period of time within which a claim decision is required to be made will begin at the time a claim is filed, without regard to whether all the information necessary to make a claim decision accompanies the filing.

### NOTICE OF ADVERSE BENEFIT DETERMINATION

We will provide the claimant with written or electronic notice of any Adverse Benefit Determination within 90 days after Our receipt of the claim, subject to the extension described above. The notice will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a description of any additional material or information necessary to complete the claim and the reason We need the material or information; and
- (d) a description of the Policy’s appeal procedures, including the time limits for such procedures and the right of the person submitting the claim to bring a civil action under the Employee Retirement Income Security Act (“ERISA”) following the appeal process.

(\*\*\*\*)



## **APPEALS OF ADVERSE BENEFIT DETERMINATIONS**

The claimant must appeal within 60 days following receipt of notification of an Adverse Benefit Determination.

The request for an appeal should include:

- (a) The Insured Person's name;
- (b) the name of the person filing the appeal if different from the Insured Person;
- (c) the Policy number; and
- (d) the nature of the appeal.

The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.

The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim.

Our review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim decision.

## **APPEAL DECISION**

Notice of Appeal Decision. We will notify the claimant of Our appeal decision within 60 days after receipt of a timely appeal request, unless We determine that special circumstances require an extension of time for processing the appeal. We will provide the claimant with written or electronic notice of Our appeal decision. Notice of an Adverse Benefit Determination will include:

- (a) the specific reason(s) for the Adverse Benefit Determination;
- (b) reference to the specific Policy provision(s) on which the Adverse Benefit Determination is based;
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information Relevant to the claim; and
- (d) a statement of the right of the claimant to bring a civil action under ERISA.

Notice of Extension. If We determine that an extension is required, We will notify the claimant in writing of the extension prior to the termination of the initial 60 day period. In no event will the extension exceed 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring the extension and the date by which We expect to render the appeal decision.

Time Periods. The period of time within which an appeal decision is required to be made will begin at the time an appeal is timely filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing. If a period of time is extended as described above due to the claimant's failure to submit information necessary to decide a claim, the period for making the appeal decision shall be "tolled" or suspended from the date on which the extension notice is sent to the claimant until the earlier of (1) the date on which We receive the claimant's response; or (2) the date established by Us in the notice of extension for the furnishing of the requested information.

## **STANDARD PROVISIONS**

### **Insurance Contract**

The insurance contract consists of:

- (a) the policy;
- (b) the Policyholder's application attached to the policy; and
- (c) your application, if required.

### **Changes in the Insurance Contract**

The insurance contract may be changed (including reducing or terminating benefits or increasing premium costs) any time we and the Policyholder both agree to a change. No one else has the authority to change the insurance contract. A change in the insurance contract:

- (a) does not require your or your beneficiary's consent; and
- (b) must be:
  - (1) in writing;
  - (2) made a part of the policy; and
  - (3) signed by one of our officers.

A change may affect any class of insured persons, including retirees if retired coverage is included in the policy.

### **Applications**

We may use misstatements or omissions in your application to contest the validity of insurance, reduce coverage or deny a claim; but we must first furnish you or your beneficiary with a copy of that application. We will not use your application to contest or reduce insurance which has been in force for two years or more during your lifetime. However, if you are not eligible for insurance, there is no time limit on our right to contest insurance or deny a claim.

Statements in an application are treated as representations, not as warranties.

### **Legal Actions**

No legal action can be brought until at least 60 days after we have been given written proof of loss. No legal action can be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

## SUMMARY PLAN DESCRIPTION

**for**  
**TRUSTEES OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 487**  
**HEALTH AND WELFARE FUND**

The Employee Retirement Income Security Act of 1974 (ERISA) requires that certain information be furnished to eligible participants in an employee benefits plan. The employee benefits plan maintained by the Policyholder shall be referred to herein as the "Plan."

This Certificate is Your ERISA Summary Plan Description for the insurance benefits described herein.

Contributions are made solely by Your employer. Contributions are based on the amount of insurance premiums necessary to provide Plan coverage.

The Plan provides coverage for more than one class of employees.

### EMPLOYER IDENTIFICATION NUMBER/PLAN NUMBER

E.I.N.	59-6231991	P.N.	501
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### PLAN ADMINISTRATOR

The Plan is provided through and administered by:

Associated Administrators, LLC  
911 Ridgebrook Road  
Sparks, MD 21152-9451  
Phone: (877) 291-2387

The benefits under the Plan(s) are fully insured by the insurance company shown on Your Certificate of Insurance under a group insurance policy issued by such Company (the "Policy"). Benefits under the Policy are guaranteed to the extent all Policy provisions are met and subject to all terms and conditions of the Policy (including, but not limited to, all exclusions, limitations and exceptions in the Policy). The insurance company's home office is located at Mutual of Omaha Plaza, Omaha, NE 68175.

### AGENT FOR SERVICE OF LEGAL PROCESS

Phillips and Richard, P.A.  
911 Ridgebrook Road.  
Sparks, MD 21152-9451  
Phone: (877) 291-2387

Service of legal process may be served upon the Plan Administrator.

## PLAN YEAR

Each 12-month period beginning on May 1 is a Plan Year for the purposes of accounting and all reports to the United States Department of Labor and other regulatory bodies.

## STATEMENT OF ERISA RIGHTS

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

(a) Receive Information About Your Plan and Benefits

- (1) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) **filed** by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (2) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- (3) Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

(b) Prudent Actions by Plan Fiduciaries

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

(c) Enforce Your Rights

If Your claim for a benefit is denied or ignored, in whole or in part, You have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps You can take to enforce the above rights. For instance, if You request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, You may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay You up to \$110 a day until You receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If You have a claim for benefits which is denied or ignored, in whole or in part, You may file suit in a state or Federal court. In addition, if You disagree with the Plan's decision or lack thereof concerning the qualified status of a medical child support order, You may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if You are discriminated against for asserting Your rights, You may seek assistance from the U.S. Department of Labor, or You may file suit in a Federal court. The court will decide who should

pay court costs and legal fees. If You are successful the court may order the person You have sued to pay these costs and fees. If You lose, the court may order You to pay these costs and fees, for example, if it finds Your claim is frivolous.

(d) Assistance with Your Questions

If You have any questions about Your Plan, You should contact the Plan Administrator. If You have any questions about this statement or about Your rights under ERISA, or if You need assistance in obtaining documents from the Plan Administrator, You should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in Your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 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.

### **PLAN DISCLOSURES**

You are entitled to request from the Plan Administrator, without charge, information applicable to the Plan's benefits and procedures. In addition, Your Certificate includes, as applicable, a description of:

- (a) employee eligibility requirements;
- (b) when insurance ends;
- (c) state or federal continuation rights; and
- (d) claims procedures; additional details shall be furnished upon request.

### **PLAN CHANGES**

The persons with authority to change, including the authority to terminate, the Plan or the Policy on behalf of the Policyholder are the Policyholder's Board of Directors or other governing body, or any person or persons authorized by resolution of the Board or other governing body to take such action. Please refer to the provision in Your Certificate entitled "Changes in the Insurance Contract" for additional information about how the Policy can be changed. The Policyholder is authorized to apply for and accept the Policy and any changes to the Policy on behalf of the Policyholder.



Group Policy Number GLUG-31X5



**Mutual of Omaha**

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