

# OHIO AFSCME CARE PLAN



# YOUR GROUP LIFE INSURANCE PLAN

**Policy Effective Date:  
January 1, 1996  
Group Policy No. G16103**

# **OHIO AFSCME CARE PLAN**

## **To All Eligible Participants:**

We are pleased to present this booklet-certificate which describes the Life Insurance and Accidental Death and Dismemberment benefits provided by your Care Plan, effective as of May 28, 1998.

The Plan provides group life insurance protection to you and your dependents and provides additional protection in the event of your accidental death or dismemberment while you are covered.

This plan is provided at no cost to you and was initiated as a result of collective bargaining between your Union and your Employer.

We urge you to read this booklet-certificate and retain it in a safe place. We also urge you to make sure that you have an enrollment card designating your beneficiary on file at the Plan Office. If you have any questions, please call the Plan Office. Claim forms are available by calling or visiting the Plan Office.

Sincerely,

## **BOARD OF TRUSTEES**

John A. Lyall, Chair  
Patrick J. Graham, Secretary  
Michael D. Bauer, Trustee  
Pamela D. Brown, Trustee  
David P. Byrnes, Trustee  
Alvin Freeman, Trustee  
Charles F. Haas, Trustee  
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Egdilio J. Morales, Trustee  
Mark E. Owens, Trustee  
Thomas J. Ritchie Sr., Trustee  
R. Sean Grayson, Esq

## **OHIO AFSCME CARE PLAN**

1603 East 27th Street  
Cleveland, Ohio 44114  
(216) 781-6420  
Leroy A. Elmore, Plan Administrator



# FORT DEARBORN LIFE INSURANCE COMPANY

20445 Emerald Parkway  
Suite 400  
Cleveland, Ohio 44135

*(Herein called We, Us, Our)*

## **CERTIFICATE OF INSURANCE**

GROUP TERM LIFE INSURANCE WITH  
ACCIDENTAL DEATH &  
DISMEMBERMENT BENEFITS

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We agree to pay benefits subject to the provisions, definitions, limitations, and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by FORT DEARBORN LIFE INSURANCE COMPANY to Ohio AFSCME Care Plan (herein called the Policyholder). The Policy may be changed at any time by a written agreement between Fort Dearborn Life Insurance Company and Ohio AFSCME Care Plan.

This is your certificate of coverage as long as you are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law.

### **PLEASE READ CAREFULLY**

If you have any questions, please contact any office of Ohio AFSCME Care Plan or write to Us. We will assist you in any way We can to help you understand your benefits.

  
President



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## **SCHEDULE OF BENEFITS**

- Class 1. Any Member whose hourly rate of pay is less than \$8.00.
- Class 2. Any Member whose hourly rate of pay is at least \$8.00 but less than \$9.00.
- Class 3. Any Member whose hourly rate of pay is at least \$9.00 but less than \$10.00.
- Class 4. Any Member whose hourly rate of pay is at least \$10.00 but less than \$11.00.
- Class 5. Any Member whose hourly rate of pay is at least \$11.00 but less than \$12.00.
- Class 6. Any Member whose hourly rate of pay is at least \$12.00 but less than \$13.00.

### **Effective September 1, 2008**

- Class 7. Any Member whose hourly rate of pay is at least \$13.00 per hour but less than \$14.00 per hour.
- Class 8. Any Member whose hourly rate of pay is at least \$14.00 per hour but less than \$15.00 per hour.
- Class 9. Any Member whose hourly rate of pay is \$15.00 or more per hour.

Your insurance class is based on *Hourly Earnings*. Any change in *Hourly Earnings* may result in a change to a different class of Members.

The Principal Amount of your Life Insurance Benefits available during the time period of a Total Disability Extension while you are Totally Disabled is described on Pages 8 thru 14.

## **FOR YOU**

### **AMOUNT OF LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT PRINCIPAL SUM**

Class 1 . . . . .	\$14,000
Class 2 . . . . .	\$16,000
Class 3 . . . . .	\$18,000
Class 4 . . . . .	\$20,000
Class 5 . . . . .	\$22,000
Class 6 . . . . .	\$24,000
Class 7 . . . . .	\$26,000
Class 8 . . . . .	\$28,000
Class 9 . . . . .	\$30,000

Benefits terminate at retirement.

## DEPENDENT LIFE INSURANCE

Spouse . . . . .	\$2,000
Children-Age:	
Birth to 14 days . . . . .	\$-0-
14 days to 19 years . . . . .	\$2,000
(23 years if dependent upon the Insured for financial support and attending an educational institution as a full-time student)	

## WHEN INSURANCE STARTS FOR YOU

**Eligible Status:** You are in an eligible status if you are a Member not excluded below. Being in an eligible status allows you to become eligible for insurance when you have completed your waiting period.

**Exclusions:** None.

If you perform services for more than one of the Participating Employers named in the Policy, you will not be entitled to insurance benefits greater than those which would apply if your services were performed for but one of such Participating Employers.

### Waiting Period:

- (1) If you are in an Eligible Status on the Policy Effective Date, you will become eligible on that date.
- (2) If you enter an Eligible Status after the Policy Effective Date, you will become eligible on the first day of the Month for which contributions are paid to Ohio AFSCME Care Plan on your behalf in accordance with the provisions of the collective bargaining agreement between your Employer and your Union.
- (3) If you return to an Eligible Status after your insurance under the Policy has ceased, you will become eligible on the date set forth in (2) above.

If you are not Actively at Work on the date your insurance would otherwise begin, it will begin on the date you return to Active Work as defined in this certificate.

A Member who, on the effective date of the Policy, is not Actively at Work due to a disability and was insured under the former group policy on the last day it was in force under the Extension of Life Insurance shall be eligible for life insurance in an amount not to exceed the amount for which he was insured under the former policy. His benefits will continue as

provided under the Extension of Life Insurance described in the Policy.

Any change in the amount of benefits caused by a change in class, change in salary, age reduction, or an amendment to the Policy will become effective on the effective date of the change. If there is an increase in the amount of insurance, you must be Actively at Work on that date. If you are not Actively at Work, the increase will take effect on the date you return to Active Work, as defined in this certificate.

All benefit decreases are effective on the effective date of the change; however if you are medically confined (in a licensed medical facility) on such date, the decreased amount will not be effective until the day after termination of such medical confinement.

## **FOR DEPENDENTS**

**Definition of Dependent.** Dependent means only (1) your lawful spouse, unless legally separated; or (2) any of your unmarried children, whether natural, step, foster or legally adopted, who: (A) are at least 14 days but less than 19 years of age; or (B) are at least 19 but less than 23 years of age if they depend upon you for financial support and are attending an educational institution as a full time student; (C) not in active military service.

If a Member who is enrolled for Dependent coverage subsequently acquires a new Dependent, that Dependent will automatically be covered.

Children include; (1) legally adopted child and one for whom adoption proceedings have been started; and (2) a stepchild who lives with you and depends on you for care and support.

A newborn child is acquired at the moment of birth. An adopted child is acquired; (1) on the date the child is placed in your home by a licensed placement agency for the purpose of adoption; or (2) if the child has been living in your home as a foster child for whom foster care payments are being made, on the date a petition for adoption is filed.

Any unmarried child who has reached the limiting age but is physically or mentally handicapped shall continue to be covered under this provision. The Insured must provide Ohio AFSCME Care Plan proof of such handicap within 31 days of the Dependent's reaching the limiting age. (Amended by ML300-DLI)

**Members Eligible for Dependents' Insurance.** You become eligible for Dependents' Insurance on the latest of the following dates:

- (1) The date you become eligible for Members' Insurance.
- (2) The date you acquire your first Dependent.
- (3) The date on which Dependents' insurance provisions are made part of the Policy.

**Effective Date for Your Dependents.** Unless you have declined this insurance, the insurance for your Dependents will start on the later of: (1) The date you become eligible for such insurance; or (2) The date you become insured as a Member.

If, after first declining Dependents' Insurance, you then enroll your Dependents, such insurance will start as follows:

- (1) If you enroll your Dependents within 31 days from the date you become eligible for Dependents' Insurance, their insurance will start on the date you enroll them.
- (2) If you enroll your Dependents later than 31 days after you become eligible for Dependents' Insurance, you must furnish evidence of the Dependents' insurability at no cost to us. If We approve such evidence, their insurance will start on the day We specify.

If a Dependent is confined to a hospital on the date his coverage would otherwise become effective, insurance will not become effective until the date the Dependent is no longer hospital confined.

## **WHEN INSURANCE STOPS FOR YOU**

Your insurance will stop on the earliest of the following dates:

- (1) The date the Policy terminates; or
- (2) The date premium payments cease; or
- (3) The date you enter full-time service in the armed forces; or
- (4) The later of either;
  - (a) The last day of the month for which your employer is required to make a monthly contribution to the Plan on your behalf in accor-

dance with the provisions of your collective bargaining agreement.

- (b) The last day of the month during which you cease to be eligible as a Member; or
- (c) If you are no longer Actively at Work as a result of an approved leave of absence, you may continue insurance for up to 12 months during such leave of absence, provided: (1) you pay the required premiums to the Ohio AFSCME Care Plan for each month for which the insurance is to be continued; and (2) the Ohio AFSCME Care Plan pays Us the premiums when due.

## **WHEN INSURANCE STOPS FOR YOUR DEPENDENT**

Dependent insurance coverage will end on the earliest of:

1. the date you are no longer insured as a Member; or
2. the date the Policy is cancelled; or
3. the effective date of an amendment to the Policy which terminates the Dependent life insurance benefit; or
4. the date such person ceases to qualify as a Dependent under the terms of the Policy; or
5. the end of the period for which the last premium was paid on account of such person.

## **LIFE INSURANCE FOR YOU**

When We receive proof that you have died while insured for this benefit, We will pay the Principal Amount of Life Insurance provided We receive proof of death within two (2) years after the date of death. Our payment will be made under the terms of the Beneficiary and Assignment Provisions.

**Optional Settlements.** Upon request, all or part of the Principal Amount of Life Insurance will be paid in equal monthly installments. The request must be made in writing by you or, after your death, by a beneficiary other than your estate. The terms of the settlement must agree with Our practice at the time of the request.

**Facility of Payment.** At Our discretion, We may pay all or part of the Life Insurance Amount to any person who paid any expense connected with your last dis-

ability or death. The amount which We will pay will not exceed the maximum shown below. The remainder, if any, of the insurance shall be paid to the beneficiary.

Facility of Payment Maximum: \$4,000.

We will pay under this provision only if We have been given a receipt describing the expense. Such payments will fully discharge Us to the extent of the payment.

## **LIFE INSURANCE CONVERSION RIGHT FOR YOU**

When your Life Insurance terminates or is reduced while insured under extension of life insurance for total disability under the Group Policy because you cease to be eligible, you may obtain an individual policy of Life Insurance without evidence of insurability, subject to the provisions below.

### **Conversion if Eligibility Terminates:**

You may convert to an individual policy of life insurance if your life insurance ceases or reduces because:

1. you are no longer employed by the Policyholder; or
2. you reach an age at which benefits reduce; or
3. your benefit reduces due to total disability; or
4. you are no longer in a class eligible for life insurance.

In any of these situations, you may convert up to the amount which was in force at the date of termination or if less, the amount of the reduction.

### **Conversion if Policy is Terminated or Amended:**

You may also convert to an individual policy of life insurance if your insurance ceases because:

1. life insurance benefits under the Policy cease; or
2. the Policy is amended making you ineligible for life insurance; or
3. life insurance ceases for all persons in the Participating Employer group or class to which you belong.

In any of these situations you must have been insured under the Policy for at least five (5) years. The amount of insurance converted in any of these situations will be the lesser of:

1. the amount of life insurance in force, less any amount for which you become eligible under this or any other group policy within 31 days after the date your life insurance ceases; or
2. \$2,000.

**Conditions for Conversion:**

We must receive written application and the first premium for the individual life insurance policy within 31 days after insurance under the Policy ceases. No evidence of insurability will be required.

**Notice of Conversion Right.** If you are not given written notice of your right to convert your Life Insurance by 15 days before the end of the Life Conversion Period, such right will be extended to the earlier of: (1) the 25th day after the notice is received; or (2) the 60th day after the Life Conversion Period ends. This extension of right does not extend the 31 day period during which your death will result in payment under the Group Policy, and does not give you any right to coverage under an individual policy prior to the date you apply for it.

The Policyholder or employer: (1) may furnish the written notice of your conversion right to you in person or may mail it to your last known address; or (2) may furnish such address to Us for mailing the notice.

The individual policy will be a policy of whole life insurance. It will not contain any disability or other supplementary benefits.

The premium for the individual policy will be based on:

1. Our current rates based upon your attained age on your nearest birthday; and
2. on the amount of the individual policy.

If you apply for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which you could apply for conversion.

If you die before application for an individual policy can be made, We will pay your beneficiary, as a benefit under the group Policy, the greatest amount for which an individual policy could have been issued, provided:

1. the death occurred during the 31-day period during which you could have made application; and

2. We receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the group Policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

## **VARIOUS TOTAL DISABILITY EXTENSION PROGRAMS**

### **Applicable to Members Whose Extension began before August 24, 1982**

**Total Disability Benefit.** While you are totally disabled from injury or sickness and are thereby prevented continuously from working in any occupation for which you are qualified by reason of education, training, or experience, your Group/Term Life Insurance coverage will continue without further cost after premium payments on your behalf are discontinued if (1) the disability begins while you are insured and before you are age 60, (2) you have not converted your Group Life Insurance, and (3) proof of disability is submitted to Us while the policy is in force, within 12 months after the disability begins, and once each year as required by Us. However, if you have converted your Group/Term Life Insurance under the Conversion Privilege, then in order to be eligible for this Total Disability Benefit you must surrender your personal policy without claim except for the return of the premiums you have paid.

When you are no longer qualified for the Total Disability Benefit, you will be insured for the amount of your insurance classification if you are eligible and your premium payments are resumed within 31 days after you are no longer qualified. If no longer eligible you may convert as outlined under "Conversion Privilege".

The extension will cease on the earliest of the date you are no longer Totally Disabled, the date life insurance ceases for the Participating Employer group to which you belong, or the date the Policy terminates.

### **Applicable to Members whose Extension began on or after August 24, 1982 through June 30, 1986**

We will continue a Member's life insurance benefit under the Policy without the further payment of life insurance premium if you become Totally Disabled, provided:

1. You become Totally Disabled before age 65; and
2. You were insured for this benefit; and
3. Proof of such disability is sent to Us while the Policy is in force and within 12 months of the date the disability began.

If you have converted all or part of your life insurance, you shall have no right to an Extension. You will regain such right if the converted policy is surrendered to Us without claim other than return of the premiums paid.

The amount of life insurance extended shall not exceed the amount in force just before the Extension starts. Such amount will be reduced when, by the terms of the Policy, the amount would have been reduced if you were not disabled. The amount will not be reduced solely because you became disabled.

Proof of Total Disability must be furnished by you when required by Us, not more often than once each year.

The Extension will commence on the later of the date on which you become Totally Disabled; or the date on which premium payment on your behalf stopped.

The Extension will cease on the earliest of the date you cease to be Totally Disabled, the date life insurance ceases due to a change in the Policy, the date life insurance ceases for the Participating Employer group to which you belong, the date the Policy terminates or your 65th birthday.

If proof of disability for which We have made request is not furnished, the Total Disability will be deemed to cease on the date of the request.

If you are eligible for benefits on the date the Extension ends and premium payment is resumed within 31 days after that date, you will be insured for the amount which then applies to your class. If you are not then eligible under the Policy, life insurance benefits shall cease.

You may then apply for an individual policy under the terms of the Conversion Privilege, whether or not the group policy is then in force.

Payment for death during the Extension will be made only if proof of death is sent to Us within 24 months from the date of death.

**Applicable to Members whose Extension  
began on or after July 1, 1986  
through December 31, 1986**

An extension of Life Insurance without payment of premium (herein called Extension) will be granted to you if: (1) you become Totally Disabled before age 65 while insured for this benefit, and (2) proof of such disability is sent to Us while the Policy is in force and within 12 months of the date the disability began.

If you have converted all or part of your Life Insurance, you shall have no right to an Extension. You will regain such right if the converted policy is surrendered to Us without claim other than return of the premiums paid.

**Amount of Insurance During the Extension Period.**

The amount of your Life Insurance extended shall not exceed the amount in force just before the Extension starts. Such amount will continue for two (2) years, at which time the benefit will be reduced to \$10,000 which amount will continue for an additional three (3) years, at which time the benefit will be reduced to \$5,000. However, in no event will the Extension extend beyond the Member's 65th birthday.

**Proof of Disability.** Proof of Total Disability must be furnished by you when required by Us, not more often than once each year.

**Date Extension Commences.** The Extension will commence on the later of: (1) the date on which you become Totally Disabled; or (2) the date on which premium payment on your behalf stops.

**Date Extension Ceases.** The Extension will cease on the earliest of: (1) the date you cease to be Totally Disabled; (2) the date Life Insurance ceases due to a change in the Policy; (3) the date Life Insurance ceases for the Participating Employer group to which you belong; (4) the date the Policy terminates; or (5) your 65th birthday.

If proof of disability for which We have made request is not furnished, the Total Disability will be deemed to cease on the date of the request.

If you are eligible as a Member on the date the Extension ends and premium payment is resumed within 31 days after that date, you will be insured for the amount which then applies to your Insurance Class. If you are not then eligible under the Policy, your Life Insurance shall cease. You may then apply for an individual policy under the terms of the Life Insurance Conversion Right, whether or not the Group Policy is then in force.

**Written Notice of Death.** Payment for death during the Extension will be made only if proof of death is sent to Us within 24 months from the date of death.

**Applicable to Members whose Extension  
began on or after January 1, 1987  
through December 31, 1988**

An extension of Life Insurance without payment of premium (herein called Extension) will be granted to you if: (1) you become Totally Disabled while insured for this benefit; and (2) proof of such disability is sent to Us while the Policy is in force and within 12 months of the date the disability began.

If you have converted all or part of your Life Insurance, you shall have no right to an Extension. You will regain such right if the converted policy is surrendered to Us without claim other than return of the premiums paid.

**Amount of Insurance During Extension Period.**

The amount of your Life Insurance extended shall not exceed the amount in force just before the date of disability. During the first two years from the date of disability, the amount in force shall be the lesser of the amount of Life Insurance for the Member's Class or \$16,000. After this two year period, the amount of Life Insurance shall be reduced to \$10,000, which will continue for an additional three years at which time the benefit will be reduced to \$5,000. (See Life Insurance Conversion Right section for a description of your right for conversion of the amount of the life insurance benefit reduced by the provisions of this Section and the time limits for applying for a conversion of the reduced amounts of the life insurance benefit). However, in no event will the Extension of Life Insurance during Total Disability continue beyond the length of the maximum benefit period shown below:

**EXTENSION SCHEDULE**

Attained Age On Date Total Disability Begins	Maximum Benefit Period
Under Age 62	To Age 65
Age 62 but under Age 63	42 Months
Age 63 but under Age 64	36 Months
Age 64 but under Age 65	30 Months
Age 65 but under Age 66	24 Months
Age 66 but under Age 67	21 Months
Age 67 but under Age 68	18 Months
Age 68 but under Age 69	15 Months
Age 69 or older	12 Months

**Proof of Disability.** Proof of *Total Disability* must be furnished by you when required by Us, not more often than once each year.

**Date Extension Commences.** The Extension will commence on the later of: (1) the date on which you

become *Totally Disabled*; or (2) the date on which premium payment on your behalf stops.

**Date Extension Ceases.** The Extension will cease on the earlier of: (1) the date you cease to be *Totally Disabled*; (2) the date Life Insurance ceases due to a change in the Policy; (3) the date Life Insurance ceases for the Participating Employer group to which you belong; (4) the date which is the last day of the Maximum Benefit Period as outlined in the Extension Schedule; or (5) the date the Policy terminates.

If proof of disability for which We have made request is not furnished, the *Total Disability* will be deemed to cease on the date of the request.

If you are eligible as a Member on the date the Extension ends and premium payment is resumed within 31 days after that date, you will be insured for the amount which then applies to your insurance class. If you are not then eligible under the Policy, your Life Insurance shall cease.

You may then apply for an individual policy under the terms of the Life Insurance Conversion Right, whether or not the Group Policy is then in force.

**Written Notice of Death.** Payment for death during the Extension will be made only if proof of death is sent to Us within 24 *months* from the date of death.

## **PREMIUM CONTINUATION TOTAL DISABILITY LIFE INSURANCE**

**Applicable to Members whose Extension  
began on or after January 1, 1989**

For all Members who become disabled on and after January 1, 1989, an extension of Life Insurance without payment of premium (herein called Extension) will be granted to you as long as: (1) Payment of the required premiums are continued by the Plan; (2) the Member became *Totally Disabled* while insured for this benefit; and (3) proof of such disability is sent to Us while the Policy is in force and within 12 months of the later of either (a) the date the disability began or (b) the last day of the month for which your employer is required to make a monthly contribution to the Plan on your behalf in accordance with the provisions of your collective bargaining agreement.

If you have converted all or part of your Life Insurance, you shall have no right to an Extension. You will regain such right if the converted policy is surrendered to Us without claim other than return of the premiums paid.

**Amount of Insurance During the Continuation Period.** The amount of your Life Insurance extended shall not exceed the amount in force just before the date of disability. During the first two years from the date of disability, the amount in force shall be the lesser of the amount of Life Insurance for the Member's Class or \$16,000. After this two year period, the amount of Life Insurance shall be reduced to \$10,000, which will continue for an additional three years at which time the benefit will be reduced to \$5,000. (See Life Insurance Conversion Right section for a description of your right for conversion of the amount of the life insurance benefit reduced by the provisions of this Section and the time limits for applying for a conversion of the reduced amounts of the life insurance benefit). However, in no event will the Life Insurance during Total Disability extend beyond the length of the maximum benefit period shown below:

Attained Age On Date Total Disability Begins	Maximum Benefit Period
Under Age 62	To Age 65
Age 62 but under Age 63	42 Months
Age 63 but under Age 64	36 Months
Age 64 but under Age 65	30 Months
Age 65 but under Age 66	24 Months
Age 66 but under Age 67	21 Months
Age 67 but under Age 68	18 Months
Age 68 but under Age 69	15 Months
Age 69 or older	12 Months

**Proof of Disability.** Proof of *Total Disability* must be furnished by you when required by Us, not more often than once each year.

**Date Continuation Commences.** The Continuation will commence on the later of either (a) the date on which the Member becomes Totally Disabled or (b) the day immediately following the last day of the month for which your employer is required to make a contribution to the Plan on your behalf in accordance with the provisions of your collective bargaining agreement.

**Date Continuation Ceases.** The Continuation will cease on the earlier of: (1) the date you cease to be *Totally Disabled*; (2) the date Life Insurance ceases due to a change in the Policy; (3) the date Life Insurance ceases for the Participating Employer group to which the Member belongs; (4) the date which is the last day of the Maximum Benefit Period; or (5) the date the Policy terminates.

If proof of disability for which We have made request is not furnished, the *Total Disability* will be deemed to cease on the date of the request.

If you are eligible as a *Member* on the date the Continuation ends and premium payment is resumed within 31 days after that date, you will be insured for the amount which then applies to your insurance class. If you are not then eligible under the Policy, your Life Insurance shall cease. You may then apply for an individual policy under the terms of the Life Insurance Conversion Right, whether or not the Group Policy is then in force.

**Written Notice of Death.** Payment for death during the Extension will be made only if proof of death is sent to Us within 24 *months* from the date of death.

## **LIFE INSURANCE FOR DEPENDENTS**

When We receive proof that a Dependent has died while insured for this benefit, We will pay you the Amount of Life Insurance shown for the Dependent in the Schedule of Benefits.

If the Insured is not living at the time Dependent Life insurance benefits become payable, payment will be made to the surviving person or persons in the first of the following classes of successive preference beneficiaries of which a person survives a Dependent: the Insured's spouse; children, including legally adopted children; or the Insured's estate. We may rely on an affidavit by a person in any of the classes of preference beneficiaries as a basis for Our payment. Payment made before We have received written notice at Our Home Office of a valid claim by some other person releases Us from further obligation. If two or more persons become entitled to benefits, they shall share equally.

## **LIFE INSURANCE CONVERSION RIGHT FOR DEPENDENTS**

### **Conversion if Eligibility Terminates:**

The Dependent may convert to an individual policy of life insurance if his life insurance ceases because:

1. you are no longer a Member; or
2. you die; or
3. the Dependent ceases to qualify as a dependent as stated in this certificate or shown on the Schedule of Benefits.

In any of these situations, the Dependent may convert up to the amount which was in force on the date insurance was terminated.

**Conversion if Policy is Terminated or Amended:**

A Dependent may also convert to an individual policy of life insurance if his life insurance ceases because:

1. Dependent life insurance benefits under the Policy cease; or
2. the Policy is amended making the Member ineligible for Dependent life insurance; however, the Dependent must have been insured under the Policy for at least five (5) years. The amount of insurance converted in either of these situations will be the lesser of:
  1. the amount of life insurance in force, less any amount for which the Dependent becomes eligible under this or any other group policy within 31 days after the date his life insurance ceased; or
  2. \$2,000.

**Conditions for Conversion:**

We must receive written application and the first premium for the individual life insurance policy within 31 days after the insurance under the Policy ceases. No evidence of insurability will be required.

**Notice of Conversion Right.** If you are not given written notice of your right to convert your Life Insurance by 15 days before the end of the Life Conversion Period, such right will be extended to the earlier of: (1) the 25th day after the notice is received; or (2) the 60th day after the Life Conversion Period ends. This extension of right does not extend the 31 day period during which your death will result in payment under the Group Policy, and does not give you any right to coverage under an individual policy prior to the date you apply for it.

The Policyholder or employer: (1) may furnish the written notice of your conversion right to you in person or may mail it to your last known address; or (2) may furnish such address to Us for mailing the notice.

The individual policy will be a policy of whole life insurance. It will not contain any disability or supplementary benefits.

The premium for the individual policy will be based on:

1. Our current rates based upon the applicant's attained age on his nearest birthday; and
2. the amount of the individual policy.

If the Dependent applies for an individual policy, the coverage under the individual policy will be effective on the day following the 31-day period during which he could apply for conversion.

If the Dependent dies before application for an individual policy can be made, We will, as a benefit under the group Policy, pay the greatest amount for which an individual policy could have been issued, provided:

1. the death occurred during the 31-day period within which he could have made application; and
2. We receive proof of death within two (2) years of the date of death.

If life insurance benefits are paid under the group Policy, payment will not be made under the converted policy, and premiums paid for the converted policy will be refunded.

## **ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE FOR YOU BENEFIT**

We will pay up to the Principal Sum shown in the Schedule of Benefits if you lose your life or a member of your body as a result of an Accident while insured under the Policy, as listed in the table below. The loss must occur within 365 days of an Accident, and the loss must be the direct and sole result of the Accident and independent of all other causes.

### **TABLE OF LOSSES**

Principal Sum for Loss of:

Life

Both Hands

Both Feet

One Hand and One Foot

Sight of Both Eyes

One Hand and Sight of One Eye

One Foot and Sight of One Eye

One-half of the Principal Sum for Loss of:

Sight of One Eye

One Hand

One Foot

Loss of a hand or foot means cut or broken apart at or above the wrist or ankle joint. Loss of sight means sight in at least one eye is completely gone and cannot be recovered.

The total amount of benefits payable for all losses to any one person resulting from any one Accident will not be greater than the Principal Sum shown in the Schedule of Benefits.

We will pay benefits for loss of life to the same beneficiary(ies) named to receive the life insurance benefits. Benefits for all other losses will be paid to you.

## **SEAT BELT BENEFIT**

We will pay an additional benefit equal to your Accidental Death & Dismemberment benefit or \$26,000, whichever is less. We will pay this benefit if you suffer loss of life as the result of a covered accident which occurs while you are driving or riding in an Automobile, if:

1. the Automobile is equipped with Seat Belts;
2. the Seat Belt was in actual use and properly fastened at the time of the accident; and
3. the position of the Seat Belt is certified in the official report of the accident, or by the investigating officer. A copy of the police accident report must be submitted with the claim; and
4. you are driving or riding in an Automobile driven by a licensed driver who was neither intoxicated, driving while impaired, nor under the influence of drugs (unless taken as prescribed by a licensed physician) at the time of the accident. Intoxication, impaired and being under the influence of drugs shall be determined as defined by the jurisdiction in which the accident occurs, with or without a conviction.

If such certification is not available, and it is unclear whether the Insured was properly wearing Seat Belt(s), then We will pay a fixed benefit of \$1,000.

**Automobile** means a validly registered four-wheel passenger car (including Policyholder-owned cars), station wagons, jeeps, pick-up trucks, and van-type vehicles.

**Seat Belt** means those belts that form an occupant restraint system.

## **LIMITATIONS**

We will not pay any benefits for a loss caused by or connected with:

1. suicide or attempted suicide; or

2. intentionally self-inflicted injury; or
3. disease or mental infirmity or from the medical or surgical treatment or diagnosis for such disease or infirmity; or
4. bacterial infection except pyogenic infection which occurs through or with an accidental cut or wound; or
5. war or any act of war, whether declared or undeclared; or
6. travel or flight in an aircraft while a member of the crew, or while engaged in the operation of the aircraft, or giving or receiving training or instruction in such aircraft; or
7. voluntary poisoning; or
8. commission of or attempt to commit an assault or felony.

**BENEFICIARY & ASSIGNMENT  
PROVISIONS  
APPLICABLE TO BENEFITS FOR  
LOSS OF LIFE  
FOR YOU**

**Payment to Beneficiary.** Benefits for loss of life are payable to the named beneficiary if such party survives you. If there is no named beneficiary or if the named beneficiary does not survive you, the benefits are payable to the surviving person or persons in the first of the following classes of successive preference beneficiaries of which a person survives you: (1) spouse; (2) children, including legally adopted children; (3) parents; (4) brothers and sisters; (5) your estate.

Your named beneficiary, if any, will be the person or persons named by you in your most recent written beneficiary designation placed on file in the records of the Ohio AFSCME Care Plan. Payment made by Us to such named beneficiary releases Us from further obligation.

We may rely on an affidavit by a person in any of the classes of preference beneficiaries as the basis for Our payment. Payment made before We have received written notice at Our Home Office of a valid claim by some other person releases Us from further obligation.

If two or more persons become entitled to benefits (1) as the named beneficiary, and you have not specified

their respective interests, or (2) as preference beneficiaries, they will share equally.

**Assignment.** You may assign all rights and interests in and to those benefits which are payable on account of your death. The assignment shall not be made to, nor be for the benefit of, the Policyholder.

After your death, the beneficiary may assign the benefits which are payable to him or her.

The owner's rights and those of any beneficiary will be subject to the assignment on and after the date it is received by Us at Our Home Office. We are not responsible for the adequacy of any assignment.

## **FOR DEPENDENTS**

We will pay the Insured the amount of insurance shown on the Schedule of Benefits on the life of his Dependent(s) while insurance is in force.

If the insured is not living at the time Dependent Life insurance benefits become payable, payment will be made to the surviving person or persons in the first of the following classes of successive preference beneficiaries of which a person survives a Dependent: the Insured's spouse; children, including legally adopted children; or the Insured's estate. We may rely on an affidavit by a person in any of the classes of preference beneficiaries as a basis for Our payment. Payment made before We have received written notice at Our Home Office of a valid claim by some other person releases Us from further obligation. If two or more persons become entitled to benefits, they shall share equally.

## **ADDITIONAL PROVISIONS REGARDING BENEFITS**

**Notice of Claim.** Written notice of claim must be given within 20 days after a covered loss occurs or starts, or as soon after that as possible. The notice may be given either: (1) to Us at Our Home Office or to one of Our agents; or (2) to the Ohio AFSCME Care Plan. The terms of the notice shall identify clearly the Insured Person.

**Claim Forms.** When We received a notice of claim, We will furnish forms for filing proofs of loss. If the forms are not furnished within 15 days after We receive notice, written proof from the claimant as to the nature and extent of the loss sent to Us within the time limit stated in the Proofs of Loss section below, will be deemed proof of loss.

**Proofs of Loss.** For any loss, written proof must be given within 90 days after the date of loss.

Failure to furnish proof within the time required will not void or reduce a claim if the proof is furnished as soon as it was reasonably possible to do so. Except in the event of legal incompetence, this extension of the time limit shall in no event exceed two years.

**Time of Payment of Claim.** All payments will be made when We receive Proof of Loss; however, for any loss for which recurrent payments are provided, benefit amounts shall be paid as they accrue, but not less often than monthly. Any unpaid balance at the end of the period for which We are liable will be paid when We receive Proof of Loss.

**Payment of Claims.** Payment for loss will be made when We receive proof of such loss. Except as stated below, all benefits will be paid to the Insured Person.

Loss of life benefits, if any, will be paid in accordance with the provisions which apply to such benefits. Any other benefits accrued but unpaid at death may be paid to the deceased person's estate or, at Our option, to the beneficiary.

**Physical Examination and Autopsy.** We reserve the right to have the Insured Person examined, at Our own expense, as often as reasonably necessary while a claim is pending. We may also have an autopsy performed unless forbidden by law.

**Legal Actions.** No attempt to recover on the Policy through legal action may be made until at least 60 days after written proof of loss has been furnished as required by the Policy. No such action may be started later than three years from the time written proof of loss is required to be furnished.

**Conformity with Laws.** Any provision of the Policy which on its effective date, is in conflict with the laws of the Governing Jurisdiction, is hereby amended to conform to the minimum requirements of such laws.

## **DEFINITIONS**

**Accident or Accidental** means an event that is sudden, unexpected, and unintended and over which the Insured has no control.

**Active Work or Actively at Work** means being on the job as required of a Member.

**Home Office** - means Our principal place of business at 20445 Emerald Parkway, Suite 400, Cleveland, Ohio 44135.

**Hourly Earnings or Hourly Rate of Pay** means the wage you receive per hour, which includes cost of living adjustments, but does not include shift differentials, longevity or overtime.

**Illness** means (1) bodily injury or sickness; or (2) pregnancy, childbirth, or a condition which arises from either; or (3) congenital defects or birth abnormalities, including premature birth for which more than routine nursery care is required.

**Insured or Insured Person** means a Member or an insured Dependent.

**Medically Confined** means that due to illness, a person is an inpatient in a medical facility. Medically Confined includes confinement in a hospital, nursing home, alcoholism or drug abuse treatment facility, mental health treatment center, hospice, or any other facility engaged in the treatment of illness.

**Member** means a person who is (1)(a) in active employment with a Participating Employer, and (b) covered under the terms of a collective bargaining agreement between such Participating Employer and the Union; or (2) in active employment with a Union participating in the Plan with contributions made to the Plan on the person's behalf; or a regular employee of the Plan who meets the hours requirement.

**Participating Employer** means any employer which is required by the terms of a collective bargaining agreement or other agreement between such employer and the Union to make contributions to the Plan.

**Plan** means the Ohio AFSCME Care Plan.

**Policyholder** means the Ohio AFSCME Care Plan.

**Totally Disabled** and **Total Disability** means being unable, because of illness:

1. to work for pay, profit or gain at any job for which one is suited by reason of education, training or experience; or
2. to engage in one's regular and usual activities and not working at any job for pay, profit or gain.

Item (1) applies to each person who is insured as a Member. Item (2) applies to all other insured persons if any.

**Union** means Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, American Federation of State, County and Municipal Employees — Ohio Association of Public School Employees, AFL-CIO, American Federation of State, County and Municipal Employees Ohio Civil Service Employees Association, AFL-CIO.

**We, Us, or Our** means Fort Dearborn Life Insurance Company.

## **ACCELERATED DEATH BENEFIT TERMINAL ILLNESS RIDER**

(Effective April 19, 1996)

This Rider forms a part of Your Group Term Life Insurance Certificate. It is subject to all the terms of the Policy which are not in conflict with this Rider.

**This Benefit may be taxable. If so, You or Your beneficiary may incur a tax obligation. As with all tax matters, You or Your beneficiary should consult a personal tax advisor to assess the impact of the Benefit. Receipt of this benefit may adversely affect your eligibility for Medicaid or other governmental benefits or entitlements.**

### **DEFINITIONS**

**Benefit** means the benefit provided by this Rider.

**Group Term Life Insurance or Group Term Life Insurance Policy** refers to the Group Term Life Insurance Policy, to which the Terminal Illness Rider will be attached.

**Insured** means a person insured under the Group Term Life Insurance Policy.

**Male Pronoun**, whenever used, includes the female.

**Physician** means a licensed medical practitioner, other than a nurse, practicing within the scope of his license. A Physician must be someone other than You or Your family member.

**Proof** means evidence satisfactory to Us that you are Terminally Ill. We reserve the right to determine, at Our sole discretion, if such proof is acceptable to Us.

**Terminally Ill** means an Insured has a life expectancy of 12 months or less, due to a medical condition.

**Totally Disabled** or **Total Disability** means an Insured's inability to work because of illness or injury in his normal job, or in any job for which he is or could be qualified by reason of education, training or experience.

**You** or **Your** means the Insured to whom this Rider was delivered.

## **BENEFIT PROVISIONS**

The Benefit is \$5,000 on the date that We receive Proof that You are Terminally Ill. You must be Actively at Work on the day prior to the effective date of this Rider in order to apply for the Benefit. (Please refer to the "Eligibility and Effective Date Provisions" of Your Certificate.)

If Your Group Term Life Insurance will reduce within 12 months after the date We receive Proof, the Benefit will be 50% of the reduced Group Term Life Insurance benefit.

This Rider does not apply to Accidental Death and Dismemberment benefits.

**Benefit Payment.** We will pay the Benefit during Your lifetime if you are Terminally Ill, if You or Your legal representative elects the Benefit and provides satisfactory proof. The Benefit will be paid in one sum to you.

## **EXCEPTIONS**

The Benefit will not be payable:

1. if You are Totally Disabled, and such Total Disability began prior to the Effective Date of Your coverage under the Terminal Illness Rider; or
2. if You become Terminally Ill as a result of:
  - a. attempted suicide, while sane or insane; or
  - b. self-inflicted injury; or
3. if Your Group Term Life Insurance benefit has been assigned; or
4. if Your Group Term Life Insurance benefit is payable to an irrevocable beneficiary, including notification to Us that such benefit or a portion of such benefit is to be paid to a former spouse as part of a divorce agreement; and/or
5. to retirees.

## **FURTHER PROVISIONS**

**Applicability.** This Certificate Rider is not a contract of insurance. It merely describes the insurance provided under the Policy. In case of a dispute, you should refer to the language in the Policy.

**Notice and Proof of Claim.** You must elect the Benefit in writing on a form that is acceptable to Us. You must furnish Proof that Your life expectancy is 12 months or less, including certification by a Physician.

**Examination.** We, at Our own expense, reserve the right to have You examined by a Physician designed by Us.

**Effect on Insurance.** The Benefit is in lieu of the Group Term Life Insurance benefit that would have been paid upon Your death.

When the Benefit is paid:

1. the amount of Group Term Life Insurance otherwise payable upon Your death will be reduced by the Benefit;
2. the amount of Group Term Life Insurance which could otherwise have been converted to an individual contract will be reduced by the Benefit; and
3. the premium due for Group Term Life Insurance will be only the premium required on the amount of such insurance remaining in force after deducting the Benefit.

Nothing will alter, modify or waive the provisions of the Group Policy other than as specifically stated herein.

## **DISCLOSURE NOTICE**

### **For the Accelerated Death Benefit - Terminal Illness Rider**

**This Benefit may be taxable. If so, the Insured or his beneficiary may incur a tax obligation. As with all tax matters, the Insured or his beneficiary should consult a personal tax advisor to assess the impact of the Benefit. Receipt of this benefit may adversely affect the Insured's eligibility for Medicaid or other governmental benefits or entitlements.**

## **DEFINITIONS**

**Proof** means evidence satisfactory to the Company that You are Terminally Ill. The Company reserve the right to determine, at its sole discretion, if Proof is acceptable.

**Terminally Ill** means an Insured has a life expectancy of 12 months or less; due to a medical condition.

**Benefit.** If an Insured or his legal representative elects the Benefits and provides Proof that the Insured is Terminally Ill, the Company will pay the Benefit during the lifetime of the Insured. The Benefits will be paid in one sum to the Terminally Ill Insured. This sum is limited to \$5,000.

**Effect on Insurance.** The Benefit is in lieu of the Group Term Life Insurance benefit that would have been paid upon the Insured's death.

When Benefit is paid:

1. the amount of Group Term Life Insurance otherwise payable upon the Insured's death, will be reduced by the Benefit.
2. the amount of Group Term Life Insurance which could otherwise have been converted to an individual contract will be reduced by the benefit; and
3. the premium due for Group Term Life Insurance will be only the premium required on the amount of such insurance remaining in force after deducting the Benefit.

This notice is a brief description of the Accelerated Death Benefit — Terminal Illness Rider. For further details of coverage please refer to the Rider.

## **INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)**

### **APPEAL AND REVIEW PROCEDURES**

If your claim for benefits is denied in whole or in part, you will receive written notice stating the specific reference to plan and policy provisions on which the denial is based, and, if applicable, a description of any additional material or information necessary to complete the claim with an explanation of why the material or information is required. You will also receive an explanation of the claims appeal procedure.

If you are not satisfied, or do not agree with the reasons for the denial of your claim, you may appeal and request a review within 60 days of the date you receive the letter denying your claim. The appeal must be in writing, and can be made either by you or your authorized representative. In it you must set out your disagreement. You may also request an opportunity to

review necessary and pertinent documents which may effect your appeal.

## **WHO IS RESPONSIBLE TO MAKE A DECISION ON YOUR APPEAL**

If the reason for the claims denial is based upon a question of whether or not you were in an eligible status, then the review shall be by the Board of Trustees of the Care Plan. In that case send your appeal to:

**Board of Trustees  
Ohio AFSCME Care Plan  
1603 East 27th Street  
Cleveland, Ohio 44114**

If the reason for the claim denial is based upon the Plan and policy provisions for the benefits insured by Fort Dearborn Life Insurance Company then the review shall be made by that insurance carrier which acts as a fiduciary under the Plan for such appeals. In that case write your appeal to:

**Fort Dearborn Life Insurance Company  
20445 Emerald Parkway, Suite 400  
Cleveland, Ohio 44135**

In your appeal make reference to the Group Policy Number G16103 shown on the front cover of your booklet of insurance. (Also, send a copy of your appeal to the Board of Trustees.)

In either case, an applicant who has not received a decision on his claim for benefits within 90 days (or 180 days if you have been notified of special circumstances) may request a review of his claim.

Your claim appeal will be promptly reviewed, and you will be advised of the decision within 60 days after receipt of your appeal, unless special circumstances require an extension of time for processing, in which case a decision shall be made within 120 days. The decision will be in writing and will include the specific reasons for the decision and specific references to Plan provisions on which the decision is based.

This Certificate replaces any Certificate previously issued to you under the Policy.

The Ohio AFSCME Care Plan is administered by a joint Board of Trustees, consisting of Fourteen (14) Trustees, seven (7) appointed by the Employers participating in the Plan, and seven (7) appointed by the Union. The Board of Trustees has been designated as the agent for the service of legal process.

The joint Board of Trustees is responsible for the operation and administration of the Plan. As of August 1, 2008 the members of the Board of Trustees are:

### **Employer Trustees**

Mr. Charles F. Haas  
Risk Manager, City of Cincinnati  
City Hall, Room 206  
Cincinnati, Ohio 45202

Mr. Alvin Freeman  
Commissioner  
Dayton MHA  
400 Wayne Avenue  
Dayton, Ohio 45401

Mr. Patrick J. Graham  
Human Resources Director  
City of Stow  
3760 Darrow Road  
Stow, Ohio 44224-4094

Mr. Mark E. Owens  
Clerk of Dayton Municipal Court  
301 West 3rd Street  
Dayton, Ohio 45402

Mr. Daniel K. Lewis  
Vice President of Human Resources  
The MetroHealth System  
2500 MetroHealth Drive  
Cleveland, Ohio 44109-1998

Mr. Egdilio J. Morales  
Labor Relations Administrator  
Cuyahoga County Board of Commissioners  
Sterling Building  
1255 Euclid Ave., Room 310  
Cleveland, Ohio 44115

Mr. David P. Byrnes  
Director of Government Affairs  
The MetroHealth System  
2500 MetroHealth Drive  
Cleveland, Ohio 44109

## **Union Trustees**

Mr. John A. Lyall  
President  
AFSCME Ohio Council 8, AFL-CIO  
6800 North High Street  
Worthington, Ohio 43085

Harold F. Mitchell  
First Vice President  
AFSCME Ohio Council 8, AFL-CIO  
6800 North High Street  
Worthington, Ohio 43085

Mr. Thomas J. Ritchie Sr.  
Director of Field Services and Organizing  
AFSCME Ohio Council 8, AFL-CIO  
15 Gates Street  
Dayton, Ohio 45402

Mr. Michael D. Bauer  
Cleveland Regional Director  
AFSCME Ohio Council 8, AFL-CIO  
1603 East 27th Street  
Cleveland, Ohio 44114

Ms. Pamela D. Brown  
Cleveland Regional President  
AFSCME Local 1746  
Cuyahoga County Department of Human Services  
1603 East 27th Street  
Cleveland, Ohio 44114

Ms. Emily M. Moore  
Cincinnati Regional Vice President  
Cincinnati Public Schools  
2651 Burnet Avenue  
Cincinnati, Ohio 45219-2551

Mr. R. Sean Grayson, Esq.  
General Counsel  
AFSCME Ohio Council 8, AFL-CIO  
6800 North High Street  
Worthington, Ohio 43085

If you wish to contact the Board of Trustees, you may do so in care of Ohio AFSCME Care Plan, 1603 East 27th Street, Cleveland, Ohio 44114.

The Board of Trustees is designated as the Plan Administrator. This means that the Board of Trustees is responsible for seeing the information regarding the

Plan is disclosed to Plan participants and beneficiaries and to governmental agencies in accordance with the requirements of the Employee Retirement Income Security Act of 1974 (ERISA). Day to day details for the Plan are handled for the Board of Trustees by the Plan Administrator who may be reached at 1603 East 27th Street, Cleveland, Ohio 44114, (216) 781-6420.

Plan participants and beneficiaries may write to the Board of Trustees to find out if a particular employer is one of the contributing employers on behalf of participants working under a collective bargaining agreement, and, if so, to find out the employer's address. The Plan is maintained pursuant to collective bargaining agreements, and Plan participants may obtain a copy of any such agreement for a reasonable charge by writing to the Board of Trustees.

The Plan's benefits for eligible participants are provided through employer contributions made to the Plan under the applicable collective bargaining agreement.

All assets of the Plan are held in Trust by the Board of Trustees. The Plan is an employee welfare benefit plan maintained for the purpose of providing, as applicable in each collective bargaining agreement, loss of life benefits, accidental death and dismemberment benefits, and medical benefits. A detailed written description of the Plan benefits that you, as a participant, are entitled to, is available at the Plan's administrative office, and you may also obtain a free copy of the booklets that describe the benefits available to you by writing or calling the administrative office at the address and telephone number shown above. If you wish to inspect or receive copies of any documents relating to the Plan, contact the Plan administrative office. You will be charged a reasonable fee to cover the cost of any material you wish to receive.

The number assigned to the Board of Trustees by the Internal Revenue Service is 34-6726788, the number assigned to the Plan by the Board of Trustees is 501. The financial records of the Plan are maintained on a fiscal period commencing March 1 and ending on the following February 28 of each year.

The Plan provides for different benefits for different groups of employees. The benefits available to you vary according to the collective bargaining agreement under which you are working. The rules which describe your eligibility for benefits are contained in the Plan descriptive booklets issued to you. If you have any questions concerning your eligibility, you may call or write the Plan administrative office.

As a participant in this 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:

- Examine, without charge, at the Plan administrator's office and at other specified locations, such as work sites and union halls, all documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan administrator. The administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights of 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, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or for exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within ninety (90) 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 \$100 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 state or 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. 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, you should contact the nearest Area Office for the U.S. Labor-Management Services Administration, Department of Labor.

## **CLAIMS FILING**

To make a claim for benefits under this Plan, follow these instructions:

**Filing of Claims.** Obtain a claim form from the Plan administrative offices listed below.

All claims submitted must be accompanied by any bills, proof, or information reasonably required to process the claim submitted.

Upon receipt of the completed forms, a decision on your claim will be made within ninety (90) days. If further time is required for a decision, you will be notified with an explanation of why more time is necessary, and in that case, a decision then will be made on your claim within one hundred eighty (180) days after receipt of your completed application.

### **CLEVELAND**

1603 East 27th Street  
Cleveland, Ohio 44114  
(216) 781-6420

### **CINCINNATI**

1213 Tennessee Avenue  
Cincinnati, Ohio 45229  
(513) 641-4111

### **TOLEDO**

420 South Reynolds Rd., Ste. 106  
Toledo, Ohio 43615  
(419) 586-0880

— NOTES —

— NOTES —

— NOTES —

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# **IMPORTANT NOTICE**

**It is important that you  
contact the Plan Office to:**

- 1. Fill out an ENROLLMENT CARD.**
  - 2. Change your home address whenever  
you move.**
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## **For further information call or write OHIO AFSCME CARE PLAN**

1603 East 27th Street  
Cleveland, Ohio 44114  
(216) 781-6420  
(800) 526-7201

1213 Tennessee Ave.  
Cincinnati, Ohio 45229  
(513) 641-4111  
(800) 562-1822

420 South Reynolds Rd., Ste. 106  
Toledo, Ohio 43615  
(419) 536-0880  
(800) 237-2631