

**PART F: ADDITIONAL RULES AND INFORMATION APPLICABLE TO
DISABILITY BENEFITS (PLAN B)**

**SUMMARY OF DISABILITY BENEFITS (PLAN B)
FOR THE
SEIU HEALTHCARE PENNSYLVANIA
HEALTH AND WELFARE PLAN**

NOTE: This Booklet supplements, and is considered “PART F” of, your “Summary Plan Description” Booklet from the Plan. If you have not received or have lost any other portion of your Summary Plan Description, contact the Plan’s Contract Administrator, MCA Administrators, Inc., at 1-800-877-6490.

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PART F: ADDITIONAL RULES AND INFORMATION APPLICABLE TO DISABILITY BENEFITS (PLAN B)

For any eligible Participant whose "Benefit Class" provides for Plan B Disability Benefits, such benefits are subject to the rules set forth in this Part F in addition to the general rules in Part A of this Booklet. In order to determine your Benefit Class and the benefit coverages applicable to that Benefit Class, please refer to your collective bargaining agreement and Page "i" of this Summary Plan Description.

SECTION 1 DESCRIPTION OF BENEFITS

If an eligible Covered Employee who is Actively Working in Covered Employment becomes disabled as a result of illness or injury which is not a work-related injury, and the Covered Employee is under the care of a doctor, the Covered Employee may be eligible for weekly Disability Benefits up to a maximum of thirteen (13) weeks. NOTE: DISABILITY BENEFITS ARE NOT AVAILABLE TO ANY DEPENDENTS UNDER ANY BENEFIT CLASS.

Disability Benefits are subject to FICA taxes, which will be automatically deducted and withheld by the Plan. You may also authorize voluntary withholding of federal income taxes from your Disability Benefits by notifying the Plan's Administrator in advance of receiving benefits.

SECTION 2 DEFINITION OF "DISABILITY"

For purposes of Disability Benefits under the Plan, the term "Disability" means an inability, because of a non-work-related injury or illness, to perform any work for which you are or could be qualified considering your education, training or experience.

SECTION 3 AMOUNT OF WEEKLY DISABILITY BENEFITS

The amount of the weekly Disability Benefit provided under the Plan is equal to the lower of: (a) \$200.00 or (b) two-thirds (2/3) of your average earnings based on the eight weeks' earnings from the Contributing Employer immediately prior to your Disability.

The maximum weekly Disability Benefit payable under the Plan is Two Hundred (\$200.00) Dollars.

SECTION 4 NO WEEKLY DISABILITY BENEFITS ARE PAYABLE DURING THE FIRST TEN DAYS OF DISABILITY

Under the Plan, no Disability Benefits are provided with respect to the first ten (10) days of Disability. Benefits commence with the eleventh (11th) day of continuous Disability.

SECTION 5 DURATION OF DISABILITY INCOME BENEFITS

No more than thirteen (13) weeks of weekly Disability Benefits will be paid by the Plan with respect to any period of continuous Disability.

All periods of Disability for the same or related conditions are considered a "continuous period" unless separated by thirteen (13) consecutive weeks of active Covered Employment with the Contributing Employer. Where a subsequent period of Disability for the same or related condition commences prior to the completion of such thirteen (13) consecutive weeks of Covered Employment, Disability Benefits will commence as of the first day of the subsequent period of Disability.

SECTION 6 EXCLUSION FROM COVERAGE FOR DISABILITY BENEFITS

In addition to the general exclusions and limitations in Part A of this SPD Booklet concerning all types of Benefits under the Plan, including but not limited to the exclusions in Part A, Section 11, the Plan will not pay Disability Income Benefits for any period of Disability during which the member is not under the regular care of a physician.

SECTION 7 HOW TO CLAIM DISABILITY BENEFITS

In addition to following all of the Rules in Part A Section 26 of this Booklet concerning how to claim all types of Benefits under the Plan, you must follow the rule set forth below when making a claim for Disability Benefits:

A. COMPLETION OF APPROVED DISABILITY CLAIM FORM.

Claims for Disability Benefits for Covered Employees must be submitted on the Plan's approved Disability Claim Form, which can be obtained from the Contract Administrator. It must be completed by the Covered Employee or his or her authorized representative, and by the Covered Employee's Employer and Covered Employee's Physician.

B. 61-DAY DEADLINE FOR FILING OF COVERED EMPLOYEE'S CLAIM.

The Claim Form must be filed with the Plan's Contract Administrator within sixty-one (61) days of the date of the Disability commenced or it will be considered time-barred, unless the Board of Trustees extends the deadline due to extenuating circumstances beyond the Covered Employee's control.

C. INITIAL DETERMINATION OF CLAIM BY CONTRACT ADMINISTRATOR.

The Plan's Contract Administrator, as the Initial Claim Reviewer, will issue a determination on your Disability Claim within forty-five (45) days of the filing of the Claim unless this time is extended by the Plan for reasons beyond the control of the Plan, or because you have filed an incomplete Claim.

The usual forty-five (45) day time period for initial determination by the Contract Administrator may be extended under the Rules of the Plan for up to two (2) additional thirty (30) day periods under certain circumstances beyond the control of the Plan. If it becomes necessary for the Plan to extend the forty-five (45) day time frame for initially deciding your Disability claim, you will be provided with a notice of the extension prior to the expiration of the forty-five (45) day period which contains an explanation of the reasons for the extension. You will receive a second such notice if it

becomes necessary for the Plan to extend the time for making the initial determination for an additional thirty (30) day period.

The Plan's normal forty-five (45) day time frame for the Contract Administrator to issue the initial decision on your Disability Claim also will be affected if you submit an incomplete Claim that fails to provide sufficient information for the Contract Administrator to make a decision. If that occurs, you will be notified of the deficiencies, and the time for the Contract Administrator to make the decision will be suspended. You will be given forty-five (45) days to provide the information needed for the Contract Administrator to make the decision. The balance of the suspended time for the Contract Administrator to issue the decision will resume running on the earlier of (a) when you submit all of the missing information requested, or (b) the expiration of the period of time you were given to submit that information.

D. APPEAL TO THE BOARD OF TRUSTEES.

If you receive an Adverse Benefit Determination form the Contract Administrator, you may appeal it to the Board of Trustees within one hundred and eighty (180) days in accordance with the procedures explained in Part A, Section 26 of this Booklet.