

SEIU Local 503, OPEU Summary Plan Description Group Legal Insurance

PURPOSE

The purpose of the Group Legal Insurance is to protect SEIU member's rights and assets by helping them obtain the legal services they need. The Plan is fully insured by ARAG Insurance Company of Des Moines, Iowa.

PLAN ADMINISTRATOR

Plan interpretation and claims administered by ARAG. Eligibility and premium administered by SEIU Local 503, OPEU Member Benefits Department.

FOR FURTHER INFORMATION

The information contained in this Summary Plan Description is intended to summarize the major features of the Group Legal Plan. It is not intended to be a complete explanation or list of benefits provided by the Plan. An individual should review the schedule of monthly premium rates contained in this publication and the certificate of insurance provided by ARAG Insurance.

CONTINUATION OF THE PLAN

SEIU Local 503 intends to continue this Plan indefinitely, but reserves the right to modify or terminate the Plan at any time with or without notice.

Participation in the Plan requires continued union membership and is subject to the terms and conditions of the Plan Document.

ELIGIBILITY

When you join the membership of SEIU Local 503, you are eligible to enroll in the Group Legal Plan. New members may enroll within 90 days of becoming a SEIU member. Members may also enroll during the annual Open Enrollment.

Those eligible include (1) active members of SEIU Local 503; (2) a member's spouse or domestic partner; (3) unmarried dependent children of the member, spouse or domestic partner under the age of 19 living with the member or under age 23 if unmarried and a full-time student. Domestic partners are eligible provided the member applies for coverage and the relationship meets the criteria found on the SEIU Local 503, OPEU Domestic Partner Affidavit or a Certificate of Domestic Partnership has been issued by the State of Oregon.

PLAN OPTIONS

SEIU Local 503, OPEU Members may choose between the Individual Plan and the Family Plan. The coverage is the same on both plans with the exception of dissolution of marriage. The difference is whether the member chooses individual coverage or coverage for the member and eligible dependents.

Participants may choose Network or Non-Network Attorneys. Benefits will be paid in accordance with the Certificate of Coverage.

CONTRIBUTIONS AND PAYMENTS

The Group Legal Plan coverage is voluntary and members pay monthly premiums in accordance with the Cost of Coverage included in the Member-Only Benefits Summary Booklet.

Premium payments may be made through payroll deduction, ACH bank transaction or self pay. Premium is due on the first of the month for the month of coverage. Premium payment is delinquent after the 15th of the month. If premium is not received by the 15th of the following month, coverage will be terminated for non-payment.

EFFECTIVE DATE OF COVERAGE

Group Legal Plan Coverage begins on the latest of the following dates:

- (1) The first day of the month following the date the union receives the application if:
 - (a) the application for insurance is made during the 90 day period after becoming a member of SEIU Local 503, OPEU; and
 - (b) the application is received by the union by the 10th of the month.
- (2) The first day of the second month following the date the union receives the application if:
 - (a) the application for insurance is made during the 90 day period after becoming a member of SEIU Local 503, OPEU; and
 - (b) the application is received by the union after the 10th of the month.
- (3) If coverage is applied for during an Annual Open Enrollment period, the January 1 immediately following the Annual Open Enrollment.

HOW TO OBTAIN SERVICES AND BENEFITS

Participants may choose a Network or Non-Network Attorney as follows:

- (1) Network Attorney Services – There are Network Attorneys throughout Oregon. The Plan will pay the attorney fees of the Network Attorney for covered legal services provided to you resulting from an insured event in accordance with the Certificate of Coverage. A list of Network Attorneys may be obtained as follows:
 - (a) Call 800-247-4184 and have a list faxed to you
 - (b) Visit the website at <http://members.ARAGgroup.com/OPEU> and search using the Attorney Finder
 - (c) Call 800-247-4184 and a Customer Care Specialist will read a list to you.
- (2) Non-Network Attorney Services – If you choose a Non-Network Attorney, the Plan will pay your attorney fees for covered legal services according to the Non-Network Attorney schedule

TERMINATION OF COVERAGE

Coverage will end when any of these things happen:

- (1) On the date the group policy is terminated
- (2) On the date that you are no longer a SEIU Local 503 Member
- (3) On the date that you are no longer actively employed. This does not apply if you are:
 - (1) disabled;
 - (2) on a leave of absence not to exceed twelve months provided you self pay the premium; or
 - (3) on a temporary layoff from employment, not to exceed twelve months provided you self pay the premium
- (4) At the end of the period for which a contribution has been made, if you fail to make a contribution required by the policy.
- (5) If the policy is issued to your union, on the next premium due date when your union no longer participates in the insurance plan.

Termination will not affect a claim which begins while coverage is in force.

CLAIM SUBMITTAL PROCEDURES

If you choose a Network Attorney to provide covered legal services, the Network Attorney will bill the Plan directly. If you choose a Non-Network Attorney, instructions for submitting a claim are printed on the back of the claim form. For a form, call 800-247-4184 or download a form from the website at <http://members.ARAGgroup.com/OPEU>.

You or your representative must submit a written notice of claim to the Plan within 2 years after the insured event. A claim form and itemized billing are required within 120 days after legal services for which you seek payment are completed.

GRIEVANCES

If you have a problem with a Network Attorney in the handling of a legal matter under this insurance policy, and you and the attorney cannot resolve it, a written grievance is required. The Plan will provide you with a form and information about filing the grievance.

CONVERSION

Participants may convert insurance when they no longer qualify as a member of SEIU Local 503, OPEU. You must notify the Plan within 31 days of this disqualifying event to make arrangements for premium payment.

ERISA RIGHTS

As a participant in the SEIU Local 503 Member Life Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974. All plan participants are entitled to:

- (1) Examine, without charge, at the Plan Administrator's Office, 1730 Commercial St SE, Salem, Oregon all plan 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 annual reports and plan descriptions.

- (2) Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator who may make a reasonable charge for the copies.
- (3) Receive a summary of the plan's annual financial report which the law requires the Plan Administrator of certain plans to provide to each participant. (Unless these are reasons beyond the control of the Plan Administrator, materials that you request should be received within 30 days. If they are not, you may file suit in federal court. The court may require the Plan Administrator to pay up to \$110 for each day's delay until the materials are received.)
- (4) Receive a written explanation of the reasons why your claim for benefits has been denied in whole or part and a review and reconsideration of your claim.

In addition to creating rights for plan participants, ERISA imposes duties upon people who are responsible for the operation of the employee benefit plan.

These people are called "fiduciaries" and they must act prudently and with the sole interests of you and other participants in mind.

No one, not even your employer, may fire you or discriminate against you in order to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If you are improperly denied a welfare benefit in whole or in part, you may file suit in a federal or state court. If you believe plan fiduciaries are misusing plan funds, or if you are discriminated against for asserting your rights, you may request 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, but if you lose you may be required to pay the cost and fees; for example, if the court finds that your claim is frivolous.