

**IMPORTANT NOTICE TO PARTICIPANTS OF THE
IRON WORKERS DISTRICT COUNCIL
(PHILADELPHIA and VICINITY)
HEALTH BENEFIT PLAN**

HRA Benefits

August 2023

Please keep this with your Summary Plan Description

This document is a Summary of Material Modifications (“SMM”) intended to notify you of important changes being made to the plan of benefits of Iron Workers District Council (Philadelphia and Vicinity) Health Benefit Plan (the “Plan”). You should take the time to read this SMM carefully. If you have any questions regarding these changes to the Plan, please contact the Fund Office at 215-537-0900.

The Board of Trustees has made some important changes to your health benefits. The changes are described in this Summary of Material Modification (“SMM”) and are effective February 1, 2023. Please keep a copy of this SMM with your Summary Plan Description.

Eligibility for Short-Term Disability and Life Insurance

If you have met the eligibility requirements to enroll in health benefits (i.e., you are working in Covered Employment and have at least the minimum number of Credits in your HRA Account), you will also automatically be eligible for Short-Term Disability and Life Insurance benefits, even if you have not worked at least 250 hours in Covered Employment in the last quarter or three (3) months immediately preceding your eligibility date.

The Board of Trustees has made some important changes to your health benefits. The changes are described in this Summary of Material Modification (“SMM”) and are effective April 1, 2023. Please keep a copy of this SMM with your Summary Plan Description.

HRA Reimbursement of Expenses Incurred Under Other Group Health Coverage

If you incur a medical expense due to the imposition of a maximum coverage limit with respect to services provided under medical benefits offered through other group health coverage, or other excepted benefits coverage, (provided you are also enrolled in group health coverage, either from the Welfare Fund or other group health coverage), you may submit for reimbursement from your HRA Account, up to the amount that otherwise would have been allowed under coverage offered through such other group health coverage, or other excepted benefits coverage, but for the maximum coverage limit.

For example, if you are submitting for dental claim reimbursement, you must be enrolled in both a group health plan and a dental plan. Dental service receipts (paid out of pocket) without other dental insurance would not be reimbursable through the HRA. The amount eligible for reimbursement in this example would be any amount that the dental plan in which you are enrolled would otherwise have paid but for the imposition of a maximum coverage limit.

Additionally, if your covered dependent incurs a medical expense with respect to services provided under medical benefits offered through other group health coverage or excepted benefits coverage in which

your dependent is enrolled (provided your dependent is enrolled in group health coverage, either from the Welfare Fund or other group health coverage), your dependent may submit for reimbursement from your HRA Account.

Accordingly, the Summary Plan Description is amended by adding the italicized text as follows:

Eligibility for Dependents: Dependents are only eligible to have their eligible medical expenses reimbursed from the HRA Account if they are eligible and enrolled for coverage under the Fund or enrolled in another qualified group health plan at the time the eligible medical expenses were incurred. Coverage under this Fund becomes available when the Participant's coverage begins as long as the Dependent has been properly enrolled. Dependents enrolled in other qualified group health coverage are eligible for HRA reimbursement as soon as the Participant becomes eligible for the HRA Account, provided the Dependent has submitted proof of such other coverage, and will remain eligible for so long as the Participant remains eligible.

Eligible Medical Expenses include amounts paid by the Participant or covered Dependent for deductibles, copayments, and coinsurance under the Health Benefit Plan, or another qualified group health plan that the Participant is enrolled in. If a Participant's HRA Account balance is insufficient to cover his or her Health Benefit Plan Option Premium for a month, the Participant may self-pay the difference for that month and then may choose to elect COBRA coverage. The Participant may request reinstatement of Plan coverage once their HRA Account balance is equal to or greater than three (3) months of the cost of coverage for the Plan Option they have previously elected for that Plan Year.

If a Participant has an HRA Account Balance, they may use that balance to pay applicable COBRA premiums for the Participant or a covered Dependent.

Eligible Medical Expenses also includes the amount a Participant or covered Dependent must pay for Lasik eye surgery or dental implants that are not otherwise covered by the Plan Option for other applicable group health coverage.

Eligible Medical Expenses also includes the amount a Participant or covered Dependent must pay for services, which would otherwise be covered under group health coverage (other than coverage provided under the Welfare Fund) or other excepted benefits coverage (provided the Participant or Dependent is also enrolled in group health coverage, either under the Welfare Fund or other group health coverage), in which the Participant or covered Dependent is enrolled but for the imposition of a lifetime or annual maximum coverage limitation. The amount of such reimbursement is limited to the allowed amount under such other group health coverage or other excepted benefits coverage in which the Participant or covered Dependent is enrolled, as if the lifetime or annual maximum coverage limitation did not apply.

Sincerely,

Iron Workers District Council (Philadelphia and Vicinity) Health Benefit Plan

This SMM is intended to provide you with an easy-to-understand description of certain changes to the Plan. While every effort has been made to make this description as complete and as accurate as possible, this SMM, of course, cannot contain a full restatement of the terms and provisions of the Plan. Except to the extent that this SMM modifies the Plan, if any conflict should arise between this summary and the Plan, or if any point is not discussed in this SMM or is only partially discussed, the terms of the Plan will govern in all cases.

The Board of Trustees (or its duly authorized designee), reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason, in accordance with the applicable amendment procedures established under the Plan and the Agreement and Declaration of Trust establishing the Plan (the "Trust Agreement"). The Trust Agreement and the full Plan documents are at the Fund Office and may be inspected by you free of charge during normal business hours. No individual other than the Board of Trustees (or its duly authorized designee) has any authority to interpret the Plan documents, make any promises to you about benefits under the Plan, or to change any provision of the Plan. Only the Board of Trustees (or its duly authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the Plan and decide all matters, legal and/or factual, arising under the Plan.