



## WISCONSIN ELECTRICAL EMPLOYEES BENEFIT FUNDS



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RECEIVING FAX (608) 276-9103 • HEALTH CLAIM FAX (608) 288-9095

SPONSORED BY: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL UNIONS #14, 127, 158, 159, 388, 430, 577, 890  
NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION-WISCONSIN CHAPTER

March 7, 2011

Dear Participant:

This Summary of Material Modifications summarizes changes for the Wisconsin Electrical Employees Health and Welfare Plan (the "Plan") that the Trustees have adopted, based on additional requirements of the Patient Protection and Affordable Care Act ("PPACA") (also known as the "health care reform law") and in response to new guidance from the Internal Revenue Service. You should keep this notice, which is intended as a summary of material modifications, with your Summary Plan Description ("SPD") for future reference. Also enclosed, please find information regarding additional benefits available to you with the new Life Insurance and Long Term Disability Carriers.

1. In response to new guidance from the Internal Revenue Service ("IRS"), expenses from breast feeding supplies that assist lactation are now eligible for reimbursement as a medical expense under the Health Reimbursement Arrangement ("HRA") also known as "Flexible Benefit program". Expenses will be reviewed for reimbursement under the Program's regular claims procedures and should be submitted no later than twelve (12) months following the date the expense was incurred.

2. Effective January 1, 2011 when the Fund changed Life Insurance carriers from Great West Life to the **Standard Life Insurance Company**, the Standard has included a program to provide **MEDEX Travel Assistance**. Enclosed please find a brochure that provides contact information and describes the services available to you and your family members. (Services such as; Pre-trip Assistance, Medical Assistance, Travel Assistance, Legal Assistance, Emergency Transportation Services and Personal Security Services).

3. In addition, when the Fund changed Group Long Term Disability carriers from Guardian to **Northwestern Mutual** effective January 1, 2011, Northwestern Mutual has included an additional benefit through Horizon Health Services LLC providing an **Employee Assistance Program (EAP)**. This benefit is available to active employees that have Group Long Term Disability as part of their benefit package. Enclosed please find a brochure that provides contact information and describes the services available through Horizon Health LLC. (Services such as; confidential counseling and referrals, elder and child care resources, legal and financial consultation to eligible employees and their household members.)

4. Effective January 1, 2011, the Claims and Appeals Procedures currently found in your SPD are revised as indicated below.

1. The following sentence is added to the end of the first paragraph of the section entitled **Appeal Procedure** (page 33):

In addition, you shall receive copies of any new or additional information considered, relied upon, or generated during the appeal as well as any new or additional rationale for the denial, if any.

2. The following is added as a new section on page 34:

**(5) External Review Procedure.** You (or your authorized representative) may, within 4 months from receipt of the appeal denial, request an external review from an independent review organization by writing to the

Board of Trustees. Your written request should state the reason for your request. The Board of Trustees will determine all requests for external review on the basis of the Plan's eligibility rules.

3. The last paragraph of the Claims and Appeal Procedures (page 34) is replaced with the following:

If your claim is denied, in whole or in part, you are not required to appeal the decision to the Board of Trustees. Similarly, if your appeal is denied, in whole or in part, you are not required to request an external review. However, it is important to note that you must exhaust your administrative remedies by appealing the denial of your claim for benefits to the Board of Trustees before you have the right to request an external review or to file suit in state or federal court under section 502(a) of ERISA. Failure to exhaust these administrative remedies will result in the loss of your right to request an external review and right to file suit, as described in the ERISA Rights statement in the SPD. If a claim has been submitted for appeal and denied, no lawsuit or other action against the Plan or Trustees may be filed after 12 months from the date the appellant has been given written notice of the decision.

Effective July 1, 2011, the Claims and Appeals Procedures currently found in your SPD is further revised as indicated below.

1. The last sentence of the paragraph entitled **Urgent Care claim** (page 32) is replaced with the following:  
Your Urgent Care claims will be processed within 24 hours after receipt by the Plan.

2. The first paragraph of the section entitled **Notice of Claim Denial** (page 33) is replaced with the following:

If all of part of your claim is denied, you will receive a written explanation that includes information sufficient to identify your claim, and describes the specific reason for the denial, the specific provisions of the Plan document on which the decision was based, and any additional information necessary to reconsider your claim (and the reasons why that information is necessary). The notice will also include the Plan's appeal procedures and the time limits for use of those procedures and will advise you of your right to bring an action under ERISA or to request an external review by an independent review organization if you decide to appeal and your appeal is denied.

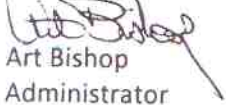
3. The first paragraph of the section entitled **Notice of Appeal Denial** (page 33) is replaced with the following:

If all or part of your claim is denied on appeal, you will receive a written explanation that includes information sufficient to identify your claim and a discussion of the Trustee's decision, and that describes the specific reason for the denial, the specific provisions of the Plan document on which the decision was based, and any additional information necessary to reconsider your claim (and the reasons why that information is necessary). The notice will also include the Plan's external appeal procedures and the time limits for use of those procedures and will advise you of your rights to request an external review by an independent review organization or to bring an action under ERISA.

If there is a discrepancy between the wording in this Summary of Material Modifications and the Plan document, the Plan document language will govern. The Trustees reserve the right to amend, modify, or discontinue all or part of the Plan at any time.

If you have any questions about this information please contact Bonnie or Art at the Plan Office at 608-276-9111 or 800-422-2128.

Sincerely,

  
Art Bishop  
Administrator



Group Life Insurance

# MEDEX® Travel Assist

Security that travels with you



MEDEX® Travel Assist helps you cope with emergencies when you travel more than 100 miles from home or internationally for trips of up to 180 days. MEDEX Travel Assist can also help you with non-emergencies, such as planning your trip.

You do not have to enroll. As a participant in your employer's Group Life insurance coverage from The Standard, you and your family members are automatically covered. All services are provided by MEDEX Assistance Corporation and are available 24 hours a day, every day.

### MEDEX Travel Assist offers the following services:

- **Pre-trip Assistance** including passport, visa, weather and currency exchange information, health hazards advice and inoculation requirements
- **Medical Assistance Services** including locating medical care providers and interpreter services
- **Travel Assistance Services** including emergency ticket, credit card and passport replacement assistance, funds transfer assistance and missing baggage assistance
- **Legal Assistance Services** including locating a local attorney, consular officer or bail bond services
- **Emergency Transportation Services** including arranging and paying for emergency evacuation to the nearest adequate medical facility and medically-necessary repatriation to the employee's home, including repatriation of remains\*
- **Personal Security Services** including evacuation and logistical arrangements in the event of political unrest, social instability, weather conditions, health or environmental hazards

\* Emergency Transportation Services arranged and provided by MEDEX are covered up to a Combined Single Limit of \$1,000,000. Related medical services, medical supplies and a medical escort are covered where applicable and necessary.

MEDEX Travel Assist is provided through an arrangement with MEDEX Assistance Corporation, which is not affiliated with The Standard. MEDEX Travel Assist is not an insurance product.

The Standard is a marketing name for StanCorp Financial Group, Inc. and subsidiaries. Insurance products are offered by Standard Insurance Company of Portland, Ore. in all states except New York, where insurance products are offered by The Standard Life Insurance Company of New York of White Plains, N.Y.

MEDEX Travel Assist  
SI 14684 (4/10) SP/SNY EE



In the U.S., Canada, Puerto Rico, U.S. Virgin Islands, and Bermuda, call 800.527.0218. In other locations worldwide, call +1.410.453.6330 collect.

You can also reach MEDEX Travel Assist at [operations@medexassist.com](mailto:operations@medexassist.com). We've also provided a handy reference card for your wallet.



Fold

Name \_\_\_\_\_ Group #9061

The participant named, spouse, and dependent children are eligible for MEDEX® Travel Assist when traveling at least 100 miles from home or in a foreign country.

In the United States, Canada, Puerto Rico, U.S. Virgin Islands, and Bermuda, call toll-free.....800.527.0218  
In other locations worldwide, call collect.....+1.410.453.6330

MEDEX Travel Assist can also be reached at [operations@medexassist.com](mailto:operations@medexassist.com).

MEDEX Travel Assist is not responsible for the availability or results of any medical, legal, or transportation services. You are responsible for obtaining all services not directly provided by MEDEX and for the expenses associated with them. All services must be arranged by MEDEX Assistance Corporation. No claims for reimbursement will be accepted.

## MEDEX PROGRAM DESCRIPTION

*A comprehensive program providing You with 24/7 emergency medical assistance - including emergency evacuation and repatriation - and other travel assistance services when You are 100 or more miles away from home or out of Your home country.*

### How To Access MEDEX Services

24 hours a day, 7 days a week, 365 days a year

Your MEDEX identification card is Your key to travel security. If You have a medical or travel problem, simply call us for assistance. Our toll-free and collect-call telephone numbers are printed on Your ID card. Either call the toll-free number of the country You are in, or call the Assistance Center *collect* at:

**410-453-6330 (Baltimore, Maryland)**

A multilingual assistance coordinator will ask for Your name, Your company or group name, the group number shown on Your ID card (**Group Number 9061**), and a description of Your situation. We will immediately begin assisting You. A full listing of services follows.

**If the condition is an emergency, You should go immediately to the nearest physician or hospital without delay and then contact the Assistance Center.** We will then take the appropriate action to assist You and monitor Your care until the situation is resolved.

MEDEX provides You with Emergency Transportation Services, Medical Assistance Services, Pre-Trip Assistance Services, and Travel Assistance Services as described below. These services are subject to certain Conditions, Limitations, and Exclusions also described below.

### EMERGENCY TRANSPORTATION SERVICES\*

**Emergency Evacuation:** If You suffer an Injury or Sickness and adequate medical facilities are not available locally in the opinion of MEDEX's Medical Director, MEDEX will provide emergency evacuation (under medical supervision, if necessary) by whatever means necessary to the nearest facility capable of providing adequate care. Services include arranging and paying for transportation and related medical services (including cost of medical escort) and medical supplies necessarily incurred in connection with the emergency evacuation.

**Medically Necessary Repatriation:** After Your initial treatment and stabilization for an Injury or Sickness, if the attending Physician and MEDEX's Medical Director deem it medically necessary, MEDEX will transport You back to Your permanent place of residence for further medical treatment or to recover. Services include arranging and paying for transportation and related medical services (including escort, if necessary) and medical supplies necessarily incurred in connection with the repatriation.

**Repatriation of Remains:** In the event of Your death, MEDEX will render assistance and provide for the return of Your mortal remains. Services include: location of a sending funeral home; transportation of Your body from the site of death to the sending funeral home; preparation of Your remains for either burial or cremation; transportation of Your remains from the funeral home to the airport; minimally necessary casket or air tray for transport; coordination of consular services (in the case of death overseas); procuring death certificates; and transport of Your remains from the airport to the receiving funeral home. Other Services that might be performed in conjunction with those listed above include making travel arrangements for any traveling companions and identification and/or notification of next of kin.

**Family or Friend Transportation Arrangements:** If You are hospitalized for more than seven (7) days and are traveling alone, MEDEX will arrange and pay for round-trip economy airfare transportation costs for one (1) family member or friend to hospital locale.

**Return of Dependent Children:** If You are hospitalized for more than seven (7) days, MEDEX will pay for one-way economy airfares to return Your dependent children who are under eighteen (18) years of age and accompanying You on the trip to their permanent residence, and MEDEX will arrange and pay for an escort, if necessary.

**Vehicle Return:** If You have been Evacuated or Repatriated and Your non-commercial vehicle is left unattended, MEDEX will arrange and pay for the return transportation for the stranded vehicle.

*\* Emergency Transportation Services arranged and provided by MEDEX are covered up to a Combined Single Limit of \$1,000,000.*



## MEDICAL ASSISTANCE SERVICES

**Locating Medical Care:** MEDEX will assist You in locating medical care providers or local sources of medical care referral.

**Case Communications:** MEDEX is available to monitor the status of Your medical case and to communicate between You and Your Employer, family, physicians, school, travel company, consulate, or others as needed.

**Translation and Interpreter Services:** Professional translators and interpreters can be reached 24 hours a day to obtain translation or interpretation assistance during emergency situations while traveling internationally.

**Hotel Convalescence Arrangements:** MEDEX will assist You with hotel arrangements if You or Your companion needs to convalesce in a hotel prior to or following medical treatment.

**Medical Insurance Assistance:** MEDEX will assist You by coordinating notifications to medical insurers or managed care organizations, verifying policy enrollment, confirming medical coverage, and arranging any guarantee of medical payments.

**Prescription Drug Assistance:** When permitted by law and approved by Your physician, MEDEX will assist You in obtaining prescription drugs and other necessary personal medical items that may have been forgotten, lost or depleted while traveling.

### PRE-TRIP ASSISTANCE *(available at any time; not subject to 100-mile requirement)*

**Passport and Visa Information:** MEDEX can advise You of the required documentation to enter and depart foreign destinations.

**Health Hazards Advisory:** MEDEX can provide You with up-to-date travel advisories.

**Inoculation Requirements:** MEDEX can provide You with medical entry requirements prior to Your departure.

**Weather Information:** MEDEX maintains current information regarding weather conditions for both domestic and international travel destinations. This information will be provided to You through the MEDEX Assistance Center.

**Currency Exchange Information:** MEDEX can provide You with the daily currency exchange rate for a specified country.

**Consulate and Embassy Locations:** MEDEX maintains a complete listing of consulates and embassies. The locations can be provided to You by calling the MEDEX Assistance Center.

**Travel Locator Service:** You can contact the MEDEX Assistance Center 24 hours a day for assistance in locating hotels or airports.

## TRAVEL ASSISTANCE SERVICES

**Locating Legal Services:** MEDEX can assist You in contacting a local attorney or the appropriate consular officer if You are arrested or detained, are in an automobile accident, or otherwise require legal representation or advice. MEDEX will maintain communications with You, Your family and employer until You retain legal counsel.

**Locating Bail Bond Services:** MEDEX can coordinate bail bond services for You in all available locations.

**Emergency Payment Assistance:** MEDEX can assist You in obtaining an advance of funds for medical expenses or other travel emergencies by coordinating funds transfer with Your credit card company, bank, family, or other sources of credit.

**Pet Care and Return:** If You are unable to travel and require hospitalization due to Injury, Sickness, or death, MEDEX will arrange for any pet(s) traveling with You to be cared for at a local kennel. If Your medical condition requires transportation to another hospital or health-care facility, or Your permanent residence, MEDEX will assist with pet return requirements, and assist in making arrangements for the pet(s) to be returned to a family member or friend. You will be responsible for all costs of transportation, housing and the care of pet(s).

**Baggage Assistance:** MEDEX can assist You if Your baggage is lost, stolen, or delayed while traveling on a common carrier. MEDEX will advise You of the proper reporting procedures and will assist You in maintaining contact with the appropriate companies or authorities to resolve the problem.

**Emergency Message Assistance:** MEDEX can relay emergency messages to family members. You or Your family members may retrieve these messages at any time.

**Emergency Cash Assistance:** MEDEX can assist You with arranging emergency cash. Arrangements may be made through a friend, family member or Your credit card company in the event of an emergency.

**Emergency Ticket Replacement:** MEDEX can assist You in replacing lost or stolen airline tickets.

**Emergency Credit Card Replacement:** MEDEX can assist You with emergency credit card replacement if You should experience a loss, theft, or damage to Your credit card.

**Emergency Passport and Document Replacement:** MEDEX can assist You with replacing Your passports or other travel documents that are lost, stolen or damaged beyond use.

## PERSONAL SECURITY SERVICES

**Real-time Security Intelligence:** In the event You feel threatened by political unrest, social instability, weather conditions, or health or environmental hazards, MEDEX will provide You with the latest authoritative information and guidance for over 180 countries and select cities. MEDEX's global intelligence database is continuously updated and includes destinations from over 5,000 worldwide sources.

**Security Evacuation Services:** In the event of a threatening situation, MEDEX will assist You in making evacuation and logistical arrangements such as ground transportation and housing. In more complex situations, MEDEX will assist You in making arrangements with providers of specialized security services.

## DEFINITIONS

The following definitions apply:

"Accident" means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place.

"Dependent" means an eligible employee's spouse or domestic partner and/or unmarried dependent children under age 19 (through age 24 if a registered full-time student at an accredited educational institution), unless otherwise defined in the group life insurance policy issued by Standard.

"Employer" means an employer or employer group to which Standard has issued a group life insurance policy.

"Injury" means identifiable injury caused by an Accident.

"MEDEX" means MEDEX Assistance Corporation.

"Sickness" means a sickness that declares itself during the period when Services are available under this Agreement.

"You" and "Your" means an eligible employee validly covered under a Standard group life policy and the eligible employee's insured Dependents.

## CONDITIONS AND LIMITATIONS

The services described are only available to You when You are traveling 100 or more miles away from Your residence or traveling outside Your home country, and only so long as the applicable fees have been paid by Standard.

**MEDEX will only cover the transportation costs under the Emergency Transportation Services if MEDEX has given its prior approval and all services are coordinated by MEDEX.**

All coverage provided under the Emergency Transportation Services will be by the most direct and economical routing possible.

MEDEX has sole discretion in making the determination as to whether it will cover the cost of Emergency Evacuations. Our decision will be based on medical considerations, including the opinions of the treating physicians and MEDEX medical director with respect to Your condition and ability to travel. MEDEX will determine the appropriate method, destination, and timing of any evacuation. The destination will be the nearest facility capable of providing appropriate care, as determined by MEDEX.



MEDEX has sole discretion in making the coverage determination for Your Medically Necessary Repatriation. MEDEX's determination will be based on Your need for continuing medical care. MEDEX will not return You to Your home country for the sole sake of Your convenience.

If You request a transport related to a condition that has not been deemed medically necessary by MEDEX's medical director in consultation with a local attending Physician, or to any condition excluded hereunder, and You agree to be financially responsible for all expenses related to that transport, MEDEX will arrange but not pay for such transport to a medical facility or to Your residence and MEDEX will make such arrangements using the same degree of care and completeness as if MEDEX was providing service under this agreement. A waiver of liability will be required prior to arranging these transportation services.

A waiver of liability may be required if any evacuation is not deemed by MEDEX's Medical Director to be in Your best interest. A copy of the waiver is available for review.

In the event MEDEX is arranging transportation by commercial air under the Emergency Transportation Services, and You hold an original return airline ticket, MEDEX may use that ticket and is only responsible for any applicable change fees.

MEDEX will only direct-pay any transportation costs under the Emergency Transportation Services to the transportation providers.

MEDEX is not responsible for the availability, quality, results of, or failure to provide any medical, legal or other care or service caused by conditions beyond its control. This includes Your failure to obtain care or service, or where the rendering of such care or service is prohibited by U.S. law, local laws, or regulatory agencies.

MEDEX is not responsible and cannot be held liable for damages caused by any provider of services unless they are employees of MEDEX. Providers are generally independent contractors who are not controlled by MEDEX. Doctors and lawyers are providers who are independent and not controlled by MEDEX. Any malpractice performed by a local physician or attorney is not the responsibility of MEDEX.

MEDEX is not responsible for loss or damage to Your vehicle during the return of the vehicle, or loss or damage to any personal belongings.

Your legal representative shall have the right to act for You and on Your behalf if You are incapacitated or deceased.

MEDEX reserves the right to suspend, curtail or limit its Services in any area in the event of rebellion, riot, military uprising, war, labor disturbances and strikes, nuclear accidents, acts of God, or refusal of the authorities in a country to permit MEDEX to fully provide services. MEDEX will, however, endeavor to provide services to the best of its ability during any such occurrence. It is Your responsibility to inquire whether a country is "open" for assistance Services.

Legal actions arising hereunder shall be barred unless written notice thereof is received by MEDEX within one (1) year from the date of the event giving rise to any such cause of action.

## **EXPENSES NOT COVERED**

MEDEX will not be responsible for any costs or expenses arising from:

1. Involvement in any act of war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, and insurrection, military or usurped power;
2. Traveling against the advice of a physician;
3. Traveling for the purpose of obtaining medical services or treatment;
4. The commission of, or attempt to commit, an unlawful act;
5. Injury or illness caused by or contributed to by use of drugs or intoxicants, unless prescribed by a Physician;
6. Psychiatric, psychological, or emotional disorders, unless hospitalized;
7. Pregnancy and childbirth, except for complications of pregnancy;
8. Participation as a professional in athletics;
9. Expenses incurred for emergency evacuation or repatriation services as a result of Injury or Sickness while traveling within 100 miles of Your place of residence, unless in a foreign country;
10. Traveling outside Your home country for more than 180 days for any one trip.

