

# IMPORTANT INFORMATION FOR PARTICIPANTS IN THE TEAMSTERS LIFE WITH DUES BENEFIT PLAN

*This Summary Plan Description contains important information about rights under the Teamsters Life With Dues Benefit Plan and ERISA which should be read and retained for future reference. If you have any questions, please contact the Plan Administrator: Board of Trustees, Teamsters Life With Dues Benefit Plan Administration Office, 14675 Interurban Avenue South, Suite 107, Tukwila, WA 98168, (206) 441-3151.*

## TEAMSTERS LIFE WITH DUES BENEFIT PLAN SUMMARY PLAN DESCRIPTION

**Plan Name:** Teamsters Life With Dues Benefit Plan

**Entity Maintaining the Plan:**

Electing Local Unions affiliated with the International Brotherhood of Teamsters located in the geographic area within the historic jurisdiction of the Western Region of the International Brotherhood of Teamsters

**Names and Business Addresses of Trustees:**

Robert Lee, Chairperson  
14675 Interurban Avenue South, Suite 107  
Tukwila, Washington 98168

Darrell Pratt, Trustee  
14675 Interurban Avenue South, Suite 107  
Tukwila, Washington 98168

Scott Sullivan, Secretary-Treasurer  
Teamsters Local Union No. 763  
14675 Interurban Avenue South, Suite 305  
Tukwila, Washington 98168

**Plan Administrator:**

Board of Trustees of the Teamsters Life With Dues Benefit Plan  
14675 Interurban Avenue South, Suite 107  
Tukwila, Washington 98168, (206) 441-3151  
The service of legal process may be made upon a Plan Trustee or the Plan Administrator.

**Type of Plan Administration:** Contract Administration

**Ending Date of Plan's Fiscal Year:** December 31

**Entity Maintaining Plan Funds:**  
Teamsters Life With Dues Trust Fund

**Entity Maintaining Insurance:**  
The Union Labor Life Insurance Company  
8403 Colesville Road  
Silver Spring, MD 20910  
1-866-795-0680

**Type of Plan:**  
Life and Accidental Death and Dismemberment Benefit Plan

**Employer I.D. Number of Sponsor:**  
91-1691238, the Plan Number is 501

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## INTRODUCTION

This Benefit Plan provides Life and Accidental Death and Dismemberment Benefits for Members in Good Standing of participating Local Unions.

This booklet is a guide to the Benefit Plan. It explains:

- what benefits are available,
- how you become eligible for benefits,
- how contributions are made,
- when you can receive benefits,
- how to designate a beneficiary for benefits,
- how to apply for benefits,
- how benefits are paid, and
- the restrictions and administrative procedures which apply.

This booklet also explains the conditions which may result in a loss of eligibility for Benefits, and the conditions you must meet for reinstatement of your eligibility for Benefits.

You should read this booklet carefully so you will know what your Benefits are and what could affect these benefits. Many changes have been made since the last booklet was printed, and these changes may affect you.

This booklet is based on the Plan Document approved by the Board of Trustees. The complete and technical terms of the Plan are in the Plan Document and the Trust Agreement, which are legal documents. They govern how the Plan will operate. This booklet summarizes and simplifies the Plan Document provisions. If any conflict should arise between this booklet and the Plan Document, the Plan Document will govern.

If you have any questions about the information in this booklet or if you want to know how a specific Plan provision applies to you, write or call the Plan Administrator's office. You will find the address and phone number at the beginning of this booklet. The Administrator will be glad to answer your questions.

## ESPAÑOL

Si usted no entiende inglés, puede obtener información en español acerca de los beneficios y reglamentos del Plan. Comuníquese con la oficina y ellos le ayudarán: Teamsters Life With Dues Benefit Plan, 14675 Interurban Avenue South, Suite 107, Tukwila, WA 98168.

Teléfono es (206) 441-3151.

## I. ELIGIBILITY & PARTICIPATION

### How Do I Become Eligible to Participate in the Plan?

You are eligible to participate in the Plan if you are a Member of a Local Union that participates in the Plan and you are in Good Standing with your Local Union.

### When Do I Become Eligible to Participate in the Plan?

You will become eligible to participate in the Plan as soon as you become a Member of a Local Union that participates in the Plan. If you are a Member of a Local Union that is not participating, you will enter the Plan as soon as the Local Union elects to participate in the Plan and begins making contributions.

### Are There Special Eligibility Rules for Seasonal Employees and Agricultural Workers?

Yes. Some Seasonal Employees and Agricultural Workers do not have to pay dues to their Local Union during seasonal layoff periods. Instead, their Local Union may require them to make contributions. A Member must be current in the payment of these contributions during layoff to be eligible for the Plan.

### Under What Circumstances Can I Lose My Eligibility for Benefits?

Your eligibility for Benefits under this Plan ends when one of these things happens:

- You fail to remain in Good Standing with your Local Union. To be in Good Standing you must meet the requirements of Membership as established in the Constitution of the International Brotherhood of Teamsters and the By-Laws of your Local Union including paying all assessments and fees uniformly required by your Local Union (this usually means initiation fees and dues) before the last business day of the prior month.
- If you are a Seasonal Employee or Agricultural Worker who is not required to pay union dues during a layoff, when you fail to make a required contribution to your Local Union during a layoff to maintain membership.
- Your Local Union stops participating in this Plan.

- You become Totally Disabled, except that your eligibility can be extended for up to two years during the time you are disabled.

- This Plan is terminated.

### If I Lose My Eligibility for Benefits, Can I Become Eligible for Benefits Again?

Yes. If the Plan still exists, you can become eligible for Benefits again when you become a Member of a Local Union which is participating in the Plan, and you return to Good Standing with your Local Union. If you are a Seasonal Employee or Agricultural Worker, you become eligible for Benefits again when your Local Union is participating, and you either return to Good Standing, or if you are laid off, you bring your contributions current.

Also, if you lose eligibility for Benefits, you may be able to buy an individual insurance policy from The Union Labor Life Insurance Company to continue your Life Benefits. See Section III, Benefits for more information on this option.

### Am I Still Eligible to Participate in the Plan if I am Called to Active Military Duty?

Yes, if you meet the following conditions. If you were current in your dues when you were called to duty and if your period of military service is covered by the Federal Law known as the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, then you will continue to be an eligible participant during the time of service and for a period of thirty days after your discharge.

You must contact your Local Union or the Plan Administrator to submit the required documentation to extend your eligibility.

### Are There Special Rules if I Become Disabled?

Yes. A Member who is Totally Disabled may continue to be eligible for Benefits in the Plan for two years even if he or she pays no Local Union dues.

This special rule applies only if:

- the Total Disability begins while the person is eligible for Benefits, and
- proof of disability satisfactory to the Trustees is submitted to the Plan Administrator within 12 months after the disability begins. The Trustees also may ask for more evidence of continued disability from time to time while the Member is disabled.

### Can a Disabled Member's Eligibility Be Terminated?

Yes. Eligibility ends automatically as soon as one of these things happens (even if the two years is not up):

- satisfactory proof of Total Disability is not given to the Plan,
- the Total Disability ends,
- the Local Union stops participating in the Plan, or
- the Plan terminates.

## II. CONTRIBUTIONS

### Who Contributes to the Plan?

Your Local Union contributes to the Plan.

### How Much Will Be Contributed?

Your Local Union selects how much to contribute. The required contribution amount depends on the Plan Type described in Section III, Benefits and Section IV, Schedule of Benefits. Your Local Union selects the Plan Type. The Schedule of Benefits paid under each Plan Type is set forth in Section IV. Contact your Local Union or the Plan Administrator for a statement of the Plan Type selected for you.

### How Do I Sign Up for the Plan?

Once your Local Union decides to participate in the Plan, you are automatically covered once you become a Member in Good Standing in your Local Union including paying any initiation fee and monthly dues.

### Does My Employer Contribute to the Plan?

No. Your Employer has nothing to do with this Plan.

### Am I Required to Contribute to the Plan?

No. Your Local Union contributes on your behalf.

### Can I Elect Not to Participate?

No. As long as you are a Member in Good Standing of your Local Union, with dues currently paid, and your Local Union elects to participate in the Plan, you will be a participant in the Plan.

### Can I Change the Plan Type or Contribution Amount?

No. Only your Local Union can change the Plan Type or contribution amount.

### How Are My Local Union's Contributions Invested?

The Trustees direct the investment of the funds, to preserve the Plan's assets by prudent investment and prudent diversification of investments.

### How are the Benefits Provided?

The Plan provides Benefits through a Group Insurance Policy issued by The Union Labor Life Insurance Company. If you would like to have a copy of the Group Insurance Policy, the Plan Administrator will provide one on request for a small copying and mailing charge.

## III. BENEFITS

### What Type of Benefits Does the Plan Provide?

The Plan provides three separate kinds of Benefits:

- (i) Member Life Benefits,
- (ii) Member Accidental Death and Dismemberment Benefits,
- (iii) Member Seat Belt Benefits

### What Is the Member Life Benefit?

The Plan pays a Life Benefit in cash to your Designated Beneficiary on your death.

### What Life Benefit Will My Beneficiary Receive At My Death?

The amount of the Life Benefit depends on the Plan Type your Local Union selects. The Life Benefit ranges between \$2,000 and \$10,000. The chart in Section IV shows you the amount of the Life Benefit by each Plan Type.

### If I Lose My Eligibility, Is There a Way to Continue My Life Benefit Coverage?

Yes. You may convert your terminated policy if you apply to The Insurance Company and submit your first premium within 31 days from the date of termination. You will not have to prove you are insurable. The amount of life insurance will be the same as what your Life Benefit was under the Plan (or less, if you choose). If you die within 31 days after termination of membership, a Life Benefit will be payable whether or not application was made for an individual policy.

If the Group Insurance Policy is canceled, the Insurance Company will sell you an individual life insurance policy if you apply within 31 days from the date of termination. The amount of life insurance will be the same as what your Life Benefit was under the Plan (or less, if you choose), but not more than \$2,000. To buy this policy, you must have been covered under the Group Insurance Policy for at least five years without a break on the date the Group Insurance Policy ends.

### What are the Accidental Death and Dismemberment (AD&D) Benefits?

Accidental Death and Dismemberment (AD&D) Benefits are paid if you die from an Accident that occurs while you are eligible, or you suffer a dismemberment from an Accident within one year of the Accident.

### What is an "Accident"?

An Accident is a sudden and unforeseen event which is definite as to time and place.

### Is Every Member in the Plan Covered for AD&D Benefits?

No. AD&D Benefits are only available if your Local elected to add-on the benefit to the Life Benefit coverage.

### If I am Covered and Have an Accidental Death, Do My Beneficiaries Receive Both Life and Accidental Death Benefits?

Yes. The Accidental Death Benefit is paid in addition to the Life Benefit for those who are covered at the time of their Accidental Death.

### What is the Amount of the Accidental Death Benefit?

The amount of the Accidental Death Benefit depends on the Plan Type your Local Union selects. The Accidental Death Benefit ranges between \$2,000 and \$10,000. The chart in Section IV shows you the amount payable according to each Plan Type.

### What Qualifies for Accidental Dismemberment Benefits?

Dismemberment is the loss of both hands, both feet, or eyesight in both eyes, from an accident, within one year of that Accident. If you lose one hand, one foot, or the sight in one eye, you qualify for one-half the full benefit. Any two of these qualifies for the full Benefit.

Loss of a hand or foot means severance at or above the wrist or ankle. Loss does not mean the loss of function in a hand or foot. Loss of sight means the total and irrecoverable loss of sight.

### What is the Amount of the Accidental Dismemberment Benefit?

The full Accidental Dismemberment Benefit is equal to 100% of the Accidental Death Benefit. This amount depends on the Plan Type selected by the Local Union on your behalf. See the chart in Section IV for the range of benefit amounts. For more than one loss from the same Accident, payment will be made only for the loss on which the largest amount is payable.

### Who Does the Plan Pay Dismemberment Benefits to?

Dismemberment Benefits are paid to the Member.

### Are There Any Restrictions on the AD&D Benefit?

Yes. AD&D benefits are not provided if the injury or death is the result of:

- (a) intentionally self-inflicted injury, or suicide, while sane or insane,
- (b) voluntary consumption of any illegally obtained drug or medication,
- (c) ptomaine or bacterial infections (except infections occurring through an accidental cut or wound),
- (d) bodily or mental infirmity, disease of any kind, or as a result of medical or surgical treatment therefore,
- (e) the commission of or the attempt to commit an assault or felony by the participant,
- (f) war, whether declared or undeclared, or insurrection, or
- (g) participation in a riot.

### What is the Seat Belt Benefit?

The Seat Belt Benefit is paid if you die from an Accident in an automobile, and you were wearing a seat belt, lap and shoulder restraint, or other restraint approved by the National Highway Traffic Safety Administration. The Seat Belt Benefit is paid in addition to the Accidental Death and Life Benefits.

### Is every Member in the Plan covered for Seat Belt Benefits?

No. Seat Belt Benefits are only available if your Local elected to add-on the benefit to the Life Benefits coverage.

### How Much Is the Seat Belt Benefit?

The Seat Belt Benefit is 100% of the Accidental Death & Dismemberment Benefit.

### Are There Any Restrictions on the Seat Belt Benefit?

Yes. The Seat Belt Benefit will not be paid if you were driving while impaired by alcohol or drugs, or if the driver of the automobile in which you were riding was impaired by alcohol or drugs, at the time of the Accident. The Seat Belt Benefit also will not be paid if the Accident occurs in a taxi, bus or other vehicle being used for public conveyance or in a vehicle while it is used in off road activities or in testing, racing or endurance contests, either amateur or professional.

## IV. SCHEDULE OF BENEFITS

Plan Type	Life Benefit	AD&D/Seat Belt* Ancillary Benefits
Plan A	\$2,000	\$2,000
Plan B	\$3,000	\$3,000
Plan C	\$4,000	\$4,000
Plan D	\$5,000	\$5,000
Plan E	\$6,000	\$6,000
Plan F	\$8,000	\$8,000
Plan G	\$10,000	\$10,000

\*The AD&D/Seat Belt Benefits are Ancillary Benefits and are available at an additional cost to your Local Union. Please check with your Local Union or the Plan Administrator to verify if you have the Ancillary Benefits.

## V. BENEFICIARIES

### Who Does the Plan Pay Member Life and Accidental Death Benefits to?

You decide who receives your Member Life Benefits and Accidental Death Benefits by naming the person or persons who will receive them. They are called a Beneficiary.

## BENEFICIARIES CONTINUED

### How Do I Name a Beneficiary?

You name one or more persons as a Beneficiary on a Designation of Beneficiary Form. This form is provided to you by your Local Union. Follow the instructions on the form, sign it, and return it to your Local Union. Your Local Union will keep it on file.

### What Happens If I Do Not Name Anyone as a Beneficiary?

If you do not name a Beneficiary, the Plan will pay your Member Life Benefit or Accidental Death Benefit to these people, in order:

- to your spouse, or state registered domestic partner, or if your spouse or state registered domestic partner does not survive you,
- to your child or children (including legally adopted children) to be shared equally, or if no children survive you,
- to your parents to be shared equally, or if no parent survives you,
- to your brothers and sisters to be shared equally, or if no brother or sister survives you,
- to the executor, administrator or trustee of your estate.

### What Happens If I Am Married and Do NOT Name My Spouse or State Registered Domestic Partner as Beneficiary?

The Plan will pay the Benefits to the person(s) that you name. The Plan will not consider whether or not you live in a state with community property laws.

### What Happens If I Name My Spouse or State Registered Domestic Partner as My Beneficiary and then get Divorced or my State Registered Domestic Partnership is terminated?

If you become divorced, or your state registered domestic partnership is terminated, your former spouse or former state registered domestic partner will be canceled automatically as a Beneficiary. You must rename the former spouse or former state registered domestic partner as a Beneficiary after the divorce or termination of your state registered domestic partnership from him or her to receive Benefits.

## VI. CLAIMS PROCEDURES

### How do I or My Beneficiary Make a Claim For Benefits?

If you or your Beneficiary have a claim, you can obtain the appropriate benefit claim form, and assistance in completing the form, from your Local Union.

You, or your Beneficiary, must tell the Plan Administrator in writing that you have a claim within twenty (20) days after the loss occurs, or as soon after that as possible.

After you notify the Plan Administrator, if you have not submitted the appropriate benefit claim form, you will be sent the appropriate benefit claim form. Complete this form and return it to the Plan Administrator.

### Do I or My Beneficiary Need to Prove a Loss?

Yes. Written proof of the loss should be provided within ninety (90) days of the loss, if possible. However, you have up to one year after the loss to gather the proof of loss without losing your Benefit.

### What Type of Proof Will be Required to Prove a Loss?

The type of proof you will need to prove a loss will depend upon the type of benefit that you are applying for. For example, a Certified Copy of a Death Certificate is proof of loss to receive a Life Benefit. A law enforcement investigation report is necessary to prove that a death was caused by an Accident and that an approved seat belt was in use to receive a Seat Belt Benefit. An autopsy report, including a toxicology report is necessary to prove that the Member had not voluntarily consumed any illegally obtained drug or medication to receive the Accidental Death Benefit or that the driver was not impaired by drugs or alcohol to receive the Seat Belt Benefit. The Plan Administrator will be able to tell you what proof is required depending on the circumstances of the loss.

### What Happens if My Claim is Denied?

The Plan Administrator will notify you or your Beneficiary in writing if your claim is denied. The written notice will tell you the following things:

- the specific reason(s) for the denial,
- the specific Plan provisions the denial is based upon,
- describe any additional information or material you or your Beneficiary may need to provide to complete your claim and explain why this is necessary, and

- describe what steps you need to take to appeal the denial of your claim.
- upon request, you or your duly authorized representative are entitled, free of charge, to reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

The Plan has a procedure to resolve a dispute if you or your Beneficiary feels that benefits were improperly denied under the Plan. It works like this:

1. You can ask the Plan Administrator for information on your rights or benefits.
2. The Plan Administrator will respond to a claim for Benefits within ninety (90) days.
3. If you disagree with the Plan Administrator's decision, you have sixty (60) days from receiving the notice of denial of your claim in which to appeal the decision to the Trustees. If you have not heard from the Plan Administrator within ninety (90) days of filing your claim, then you have one hundred fifty (150) days from filing the claim to make your appeal.
4. The Trustees will respond to your appeal within sixty (60) days after receiving it. If there are special circumstances, the Trustees may require an extension of time. The Trustees will tell you that they need an extension, and they will respond within one hundred twenty (120) days of receiving your appeal.

## VII. STATEMENT OF ERISA RIGHTS

As a participant in this Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to:

1. Examine, without charge, at the Plan Administrator's office and the office of your Local Union, all Plan documents and copies of all documents filed by the Plan with the Department of Labor, such as detailed annual reports and Plan descriptions.
2. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. A reasonable charge will be made for the copies.
3. 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 financial report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the persons who are responsible for the operation of this Plan. These persons who operate your Plan are referred to as "fiduciaries" of the Plan and have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your union or any other person, may discriminate against you to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a 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 these rights. For instance, if you request materials from the Plan and do not receive them within 30 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 \$110 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 a 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 your rights under ERISA, you should contact the Plan Administrator or the nearest Area Office of the U.S. Labor-Management Service Administration, Department of Labor.