

**GARDEN CITY TEACHERS ASSOCIATION**

**BENEFITS TRUST FUND**

**COMPREHENSIVE**

**BENEFITS BOOKLET**

**July 2009**

**GARDEN CITY TEACHERS ASSOCIATION  
BENEFITS TRUST FUND**

**TRUSTEES**

David Hakes, Chairman  
Kathleen Cocoman  
Patricia Lupo  
Brian MacDonald  
Lorraine Phillips  
Scott McCauley  
Sue Shea

**THIRD PARTY ADMINISTRATOR**

T.W. Newman Company, Inc.

**ACCOUNTANT**

Gibiser & Gibiser, P.C.

**COUNSEL**

Mirkin & Gordon, P.C.

**INVESTMENT ADVISOR**

Stacey Braun Associates, Inc.

Dear Member:

The Trustees are pleased to provide you with this Comprehensive Benefits Booklet, which describes your benefits through the Garden City Teachers Association Benefit Trust Fund.

This booklet includes all the Trust Fund benefits - dental, vision, excess major medical insurance life insurance, long-term disability, legal services and financial counseling. This booklet contains details of these benefits including enrollment, eligibility, coverage for dependents, and other general information concerning Trust Fund procedures. To the extent that this booklet describes an insured benefit (e.g., life insurance, excess major medical, long-term disability), a group insurance contract specifies the exact benefits provided, and the language of the insurance contract will govern in the event of inconsistency between it and the language of this booklet.

We suggest that you read this booklet carefully and share it with your family. Keep it available so that you can refer to it in the future.

Yours truly,

**Board of Trustees**

David Hakes, Chairman

Kathleen Cocoman

Patricia Lupo

Brian MacDonald

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## **GENERAL INFORMATION**

## **FUND INFORMATION**

The Garden City Teachers Association Benefits Trust Fund (hereinafter referred to as the “Fund”), is a legal entity separate and distinct from the Garden City Teachers Association (hereinafter referred to as the “GCTA”), and was established as a result of collective bargaining between The Garden City Union Free School District, Town of North Hempstead (hereinafter referred to as the “District”) and the GCTA. The Fund provides supplemental health-related and other benefits to its members and eligible dependents. Contributions to the Fund are predicated on the amount stipulated in the collective bargaining agreement(s) between the GCTA and the District and other pertinent documents.

The primary source of contributions to the Fund is the employer, the District. Contributions are provided at an annual rate, on behalf of each covered active employee. Contributions are used to provide benefits for the covered members and their eligible dependents and to finance the cost of administration of the Fund.

In addition to District contributions, covered members are required to remit monthly member contributions to the Fund.

The Fund is governed by a Board of Trustees comprised of seven members, all of whom shall be active members in good standing of the GCTA. The current members of the Board of Trustees are listed in the beginning of this booklet.

The Board of Trustees employees personnel who are responsible for the daily functioning of the Fund and Third Party Administrator(s), whose primary function is the processing of claims.

## **ENROLLMENT**

In order to receive benefits from the Fund, you must complete an Enrollment Form, which may be obtained from the District’s Business Office. You and your eligible dependents must enroll promptly.

If you and/or your dependents enroll for coverage on or before the day you and/or your dependents become eligible, you and/or your dependents will be covered on the day you and/or your dependents become eligible.

If you and/or your dependents enroll within thirty (30) days after the day you and/or your dependents become eligible, you and/or your dependents will be covered on the day you and/or your dependents enroll.

**If you and/or your dependents enroll more than 30 days after the day you and/or your dependents become eligible, you and/or your dependents will be considered a “late entrant” for the purpose of coverage by the Fund’s dental plan of benefits and are subject to the limitations listed below.**

It is important that you notify the Fund, in writing, of any changes in your marital or family status and any change of your address. Payment of benefits can be put in jeopardy if the member fails to notify the Fund of a subsequent change in marital status, change of dependent status or address, or neglects to confirm college-attendance status of a dependent child of their household.

Members are automatically eligible for Dental, Vision, Non-Contributory Life Insurance and Prepaid Legal benefits without having to pay monthly contributions. Monthly member contributions are required to be eligible for all other benefits. Monthly contributions are required for coverage of a member’s eligible dependents. **Eligible dependents as defined by the Fund may be enrolled in and receive certain benefits described in this booklet. Please refer to each specific benefit section of this booklet to see which benefits apply to eligible dependents.**

At the time of enrollment a member must elect which benefits he/she wishes to be covered for on the Enrollment Form and thereafter the applicable monthly member contributions will be remitted to the Fund on the member's behalf via payroll deduction by the District. **The member must also designate, which eligible dependent(s) he/she wishes to be covered on the Election Form for each benefit elected for which the applicable monthly member contribution will also be remitted to the Fund via payroll deduction.**

### **LATE ENTRANT LIMITATIONS**

A member and/or dependent is considered a "late entrant" for the purpose of coverage by the Fund's **dental plan of benefits** if:

- a) You and/or your dependents enroll for dental coverage more than 30 days after you and/or your dependents become eligible; or
- b) You cancel coverage and your member contributions via payroll deduction and then re-enroll at a later date.

A late entrant will be subject to the following penalties for the first 24 months of his/her coverage:

- The Fund will only pay 50% of the amount otherwise payable under its dental plan of benefits for major restorations, dentures, bridges and orthodontics and first replacement of teeth that are missing when a person becomes covered for dental benefits
- After a late entrant has been continuously covered for 24 months, the above limitation will no longer apply.
- The above limitation will not apply to dependent children under four years of age.

### **REQUIRED MEMBER CONTRIBUTIONS**

The Fund requires monthly member contributions, remitted via payroll deduction, except the Non-Contributory Life Insurance and Prepaid Legal benefits.

The current schedule of monthly member contributions can be obtained from the Fund's website at [www.gctabtf.org](http://www.gctabtf.org) or from the District's Business Office.

### **ELIGIBILITY**

**This section describes the Fund's general eligibility rules, including eligibility for the Fund's self-insured dental plan of benefits. The Fund's insured benefits plans (i.e. Vision, Excess Major Medical, Life and Disability are provided through group insurance policies issued by insurance carriers. Brief descriptions of these plans, including their rules of eligibility are described in this booklet. For a complete description of the Fund's insured benefits plans, please refer to the applicable Certificate of Coverage issued by the insurance carrier for each plan. Copies of the Certificates of Coverage can be requested from the Fund's Third-Party Administrator, the Newman Company.**

#### **Covered Member**

In order to be eligible for benefits through the Fund, you must enroll as described on pages 5-6 of this booklet. Covered members include full-time teachers, full-time nurses and full time administrators employed 30 or more

hours per week as employees of the District and on whose behalf the District is required to pay contributions to the Fund and employees of the District in other bargaining units and non-bargaining units whom the Trustees may determine in their sole discretion, are eligible to participate in the Fund. Covered members also include part-time\* employees in the foregoing titles who are classified as a 4/10 employee or greater. A member is entitled to benefits as long as the member is on active payroll status and the member's applicable monthly member contributions are remitted to the Fund via payroll deduction. Active payroll status means the period for which contributions are required to be paid on a member's behalf by the District.

**\*Part-time eligible members are eligible for all benefits, except dental and legal benefits.**

Employees with the District will be eligible the first day of the calendar month after the date of the first date of employment with the District. **However, no member may receive any benefit(s) provided by the Fund until he/she enrolls for said benefit(s) as described on pages 6-7 of this booklet.** All benefits terminate at the end of the month in which the last contribution has been received by the Fund on the employee's behalf.

### **Eligible Dependents**

Coverage for eligible dependents will begin:

- a) On the day they become eligible, if the member enrolls his/her dependents for dependent coverage on or before that day; or
- b) On the day a member enrolls his/her covered dependents, if the member enrolls them within thirty-one (31) days after the date his/her dependents become eligible.

Subject to enrollment and payment of the applicable monthly member contributions, your eligible dependents will receive certain benefits outlined in this booklet. Eligible dependents include:

- Your spouse to whom you are legally married;
- Your domestic partner, who is defined as a person eighteen years of age or older, who is not married or related by blood to the member in a manner that would bar marriage in the State of New York, who has a close and committed personal relationship with the member, who lives with the member and has been living same on a continuous basis for one year, and who, together with the member has registered as a domestic partner of the member and has not terminated the domestic partnership.
- Your unmarried dependent children until the end of the month in which they reach their 19<sup>th</sup> birthday. Dependent children are your natural children, stepchildren, legally adopted children, including children in a waiting period prior to finalization of adoption, and any other children related to you by blood or marriage who are living in a regular parent-child relationship with you and are chiefly dependent upon you for financial support and maintenance. **To establish the eligibility of a stepchild or any other child related to you by blood or marriage, a member must submit an affidavit verifying that said child resides full-time with the member and proof of financial dependency as shown by income tax returns. This affidavit is available at the District Office.**
- Unmarried dependent children who are full-time students at an accredited educational institution and have not reached their 24<sup>th</sup> birthday. An unmarried child who is a full-time student will be covered up to age 24 if he/she is enrolled for 12 undergraduate credit hours or 6 graduate credit hours per semester. A Student Verification Form must be completed and submitted to the Fund before a claim can be honored. This form must be completed each semester and is available at the District Office.

- Your unmarried children, regardless of age, who are incapable of self-sustaining employment by reason of mental or physical handicap and become so prior to their attaining age 19 and further provided that such children reside with a covered member and are wholly dependent on the covered member for support. You must submit proof of your dependent child's incapacity to the Fund within 31 days after he or she attains the age at which his or her coverage would otherwise terminate or within 31 days after you are notified of his or her ineligibility, whichever is later. Proof of the continued existence of such incapacity shall be furnished to the Fund from time to time at its request.

### **NON-DUPLICATION OF BENEFITS**

Under this rule a member cannot be covered both as an employee and as a dependent at the same time. Therefore, if your spouse/domestic partner also works for the District or any other employer participating in the Fund:

1. Each must enroll separately, or
2. Only one may enroll as the dependent of the other.

If you enroll separately, one may not cover the other as a dependent, and all children must be enrolled with the same parent.

### **COORDINATION OF BENEFITS**

In the event that a person covered by the Fund is covered under another group health plan, there will be "coordination of benefits" regarding reimbursement by this Fund. This coordination will apply in the event that an expense is incurred for a covered item under this Fund that is also covered under the other plan. A determination will be made as to which plan is "primary", or the first plan to pay, and which plan is the "secondary" payer. The method to determine which plan is primary is based on the following rules:

1. If the claimant is a covered member of the Fund, then the Fund will pay benefits first, while a plan covering a member as a dependent will pay second.
2. If a dependent child is covered by plans of both parents, the benefits of the plan, which covers the child of the parent whose date of birth (month and day only, excluding year) occurs earlier in the calendar year, will be determined to be the primary payer. The benefits of the plan which covers the child of the parent whose date of birth (excluding the year) occurs later in the calendar year, will be determined the secondary payer. If a plan containing this "Birthday Rule" is coordinated with a plan, which contains a gender-based rule, and as a result, the plans do not agree on the order of benefits payment, the gender-based rule plan will determine the order.
3. When parents are divorced or separated, the order of benefit payment for a dependent child is:
  - (a) The plan of the parent with custody pays first and the plan of the parent without custody pays second.
  - (b) If the parent with custody has remarried the order is:
    - (1) The plan of the parent with custody pays first.

- (2) Next, the plan of the step-parent pays.
- (3) The plan of the parent without custody pays last.

If there is a court decree, which states that one parent is responsible for the child's health care expenses, the plan of that parent will pay first. That court decree will supercede any order stated above.

4. If a person is covered under more than one plan, the plan that he or she was under for the longer time period pays first, as if there were no other plan. If this Fund is the secondary plan, it will coordinate the benefits with the primary plan so that no greater than 100% of the allowable expense will be paid.

If you or your family members are eligible to receive benefits under another group plan in addition to this one, benefits will be coordinated with the benefits from your other group plan so that up to 100% of the allowable expenses incurred will be paid jointly by the plans. In order to obtain all of the benefits available, you and your family members should file claims under each plan. Members should file with the primary plan first and then the secondary plan. Be certain to include a copy of the payment voucher ("Explanation of Benefits" Form) from the primary plan when filing a claim with the secondary plan.

### **AMENDMENT AND TERMINATION OF BENEFITS**

The benefits provided by this Fund may, from time to time, be changed, modified, augmented or discontinued by the Board of Trustees in its sole discretion. The Board of Trustees adopts rules and regulations for the payment of benefits and all provisions of this booklet are subject to such rules and regulations and to the Trust Agreement, which established the Fund and governs its operations.

Your coverage and your dependents' coverage will stop on the earliest of the following dates:

- When the Fund is terminated.
- When you are no longer eligible.
- When there is non-payment of any applicable member contributions.
- When the Employer ceases to make contributions on your behalf to the Fund.
- Your dependents' coverage will also terminate when they are no longer eligible dependents.

Member benefits under this plan have been made available by the Trustees and are always subject to modification or termination in the exercise of the sole prudent discretion of the Trustees. No person acquires a vested right to such benefits. The Trustees may expand, modify or cancel the benefits for members and dependents; change eligibility requirements or the amount of the self-pay premiums; and otherwise exercise their sole prudent discretion at any time without legal right or recourse by a member or any other person.

### **RIGHT TO RECOUP BENEFIT PAYMENTS MADE IN ERROR OR TO SUSPEND BENEFITS COVERAGE**

**The Fund has the right to recoup overpayments as a result of an error in the processing of a claim, or, if additional information comes to the attention of the Fund after the claim has been paid. Furthermore, the Fund has the right to suspend one or more benefits if you have received overpayments or have in any way abused the Fund's benefit program.**

### **THIRD-PARTY REIMBURSEMENT/SUBROGATION**

If a covered member or dependent is injured through the acts or omissions of a third party, the Fund shall be entitled, to the extent it pays out benefits, to reimbursement from the covered member or dependent from any recovery obtained from the responsible third party (including Workers' Compensation cases). Alternatively, the Fund shall be subrogated, unless otherwise prohibited by law, to all rights of recovery that the covered member or dependent may have against such third party arising out of its acts or omissions that caused the injury. Subrogation means that the Fund becomes substituted in the injured person's place to pursue a claim recovery against the third party. Fund benefits will be provided only on the condition that the covered member or dependent agrees in writing:

- (A) To reimburse the Fund, to the extent of benefits paid to it, out of any monies recovered from such third party, whether by judgment, settlement or otherwise;
- (B) To provide the Fund with an Assignment of Proceeds to the extent of benefits paid out by the Fund on the claim and to cooperate and assist the Fund in seeking recovery. The Assignment will be filed with the person whose act caused the injuries, his or her agent, the court and/or the provider of services; and

(C) To take all reasonable steps to effect recovery from the responsible third party and to do nothing after the injury to prejudice the Fund's right to reimbursement or subrogation, and to execute and deliver to the Fund Office all necessary documents as the Fund may require to facilitate enforcement of the Fund's rights and not to prejudice such rights.

### **BENEFITS PAYABLE ON BEHALF OF DECEASED MEMBER**

With respect to any benefits payable to a deceased member upon the date of death, or with respect to death benefits payable by virtue of the death of the member where the member's designated beneficiary has predeceased the member and a successor has not been designated, or where the member has not designated a beneficiary, then these benefits will be made payable to the first surviving class of the following classes of successive preference beneficiaries:

The covered member's:

- A. Surviving spouse/domestic partner;
- B. If no surviving spouse/domestic partner, to the surviving children equally, or
- C. If no surviving children, to the covered member's estate.

**The previously described order of preference for benefits payable to a deceased member does not apply to the Fund's insured benefits plans (i.e. Vision, Excess Major Medical, Life and Disability), which would follow the provisions of the applicable group insurance policies.**

### **RIGHT TO APPEAL**

The benefits provided by this Fund may be changed by the Board of Trustees in their sole and absolute discretion. The Board of Trustees adopts rules and regulations for the payment of benefits and all provisions of this booklet are subject to such rules and regulations and to the Trust Agreement, which established and governs the Fund operations.

All rules are uniformly applied by the Fund Office. The action of the Fund Office is subject only to review by the Board of Trustees. A member may request a review of action by submitting notice in writing to the Board of Trustees within 60 days after the action of the Fund Office at the following address:

**Garden City Teachers Association Benefits Trust Fund  
C/O T. W. Newman Company  
925 Hempstead Turnpike, Suite 340  
Franklin Square, New York 11010**

### **NOTICE OF PRIVACY PRACTICES**

A federal law, the Health Insurance Portability and Accountability Act, (“HIPAA”), requires the Garden City Teachers Association Benefit Trust Fund (“the Fund”) to protect the confidentiality of your private health information. A complete description of your rights under HIPAA can be found in the Fund’s privacy notice, which was previously distributed to all members and is distributed to all new members upon enrollment, a copy of which is available from the Fund office.

The Fund will not use or further disclose information that is protected by HIPAA (“protected health information”), except as necessary for treatment, payment, operations of the Fund, or as permitted or required by law. By law, the Fund has required all business associates to also observe the Fund’s privacy rules. In particular, the Fund will not, without authorization, use or disclose protected health information for employment-related actions and decisions.

### **CONTINUATION OF COVERAGE**

## A. Statutory Continuation of Coverage

### COBRA CONTINUATION OF COVERAGE

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation can become available to you and to other members of your family who are covered under the Fund when you would otherwise lose your group health coverage.

COBRA continuation coverage for the Fund is administered by the Fund's Third-Party Administrator, T.W. Newman Company, Inc. located at 925 Hempstead Turnpike, Suite 340 Franklin Square, New York 11010, telephone 516-488-1100.

COBRA continuation coverage is a continuation of Fund coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Fund because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Fund, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage. You or your dependents will be required to pay the necessary premium for the following benefits:

- Dental Benefit Plan
- Vision Care Benefit Plan
- Excess Major Medical Benefit Plan

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Fund because either one of the following qualifying events happens:

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Fund because any of the following qualifying events happens:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;  
Your spouse's employment ends for any reason other than his or her gross misconduct; or
4. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Fund because any of the following qualifying events happens:

1. The parent/ employee dies;
2. The parent/ employee's hours of employment are reduced;  
The parent/ employee's employment ends for any reason other than his or her gross misconduct; or
4. The parents become divorced or legally separated; or

The child stops being eligible for coverage under the Fund as a “dependent child.”

The Fund will offer COBRA continuation coverage to qualified beneficiaries only after the Fund has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment or death of employee, the employer must notify the Fund of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child’s losing eligibility for coverage as a dependent child), YOU must notify the Fund. The Fund requires you to notify the Fund within 60 days after the qualifying event occurs. You must send this notice to the, Fund’s Third-Party Administrator. In the event of death, a copy of the death certificate must be provided. In the event of divorce, you must send a copy of the divorce judgment. In the event of legal separation, you must send a copy of the Court Order of Separation.

Once the Fund’s Third-Party Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event or on the date that Fund coverage would otherwise have been lost, if later.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee’s divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employment or reduction of the employee’s hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended:

1. Disability Extension of 18 month Period of Continuation Coverage:

If you or anyone in your family covered under the Fund is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage, and you notify the Fund’s Third-Party Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Fund is notified of the Social Security Administrator’s determination by sending a copy of the Determination letter within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Fund’s Third-Party Administrator.

2. Second Qualifying Event Extension of 18-month Period Continuation Coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Fund as a dependent child. In all of these cases, you must make sure that the Fund is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Fund’s Third-Party Administrator. In the event of death, a copy of the death certificate must be provided. In the event of divorce, you must send a copy of the divorce judgment. In the event of legal separation, you must send a copy of the Court Order of Separation.

If You Have Any Questions

If you have any questions about your COBRA continuation coverage, you should contact the Fund’s Third-Party Administrator or you may contact the nearest Regional or District Office of the U.S. Department of

Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

### Keep the Fund Informed of Address Changes

In order to protect your family's rights, you should keep the Fund's Third Party Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Fund.

## **CONTINUATION OF COVERAGE DURING LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees of the District with up to twelve (12) weeks of family leave in a twelve (12) month period to care for a dependent child, covered family members or for the serious illness of the employee. If you take a FMLA leave, the District must continue to contribute to the Fund on your behalf and certain health-related benefits (i.e. Dental, Vision and Excess Major Medical) through the Fund must continue. If you do not return to work after the end of your FMLA leave, you may be eligible for COBRA continuation of coverage. Upon submission by the District to the Fund of documentation verifying your FMLA status, the Fund will provide benefits during the FMLA period. **Continuation of Fund coverage during this period is conditioned upon the member paying his/her applicable monthly member contribution directly to the Fund's Third-Party Administrator, T.W. Newman Company, Inc. on a timely basis.**

### **B. Non-Statutory Continuation of Coverage**

#### **1. CONTINUATION OF COVERAGE WHILE ON LEAVE**

You may continue your dental and life insurance coverage for a period of up to two (2) years while on childcare leave or other type of leave approved by the District, provided you pay the entire applicable premium directly to the Fund's Third-Party Administrator, T.W. Newman Company. If you do not continue coverage while out on leave, limitations to coverage will apply when you return to work and re-enroll in the dental plan (see page 7 for late entrant limitations). This two-year period runs concurrent with, and extends the member's 18-month COBRA continuation coverage period for dental benefits.

#### **2. CONTINUATION OF DEPENDENT DENTAL COVERAGE AFTER THE DEATH OF A MEMBER**

If you are covered for Dental benefits when you die, any of your dependents who are then covered, except a dependent who is eligible for Medicare, will remain so covered without further payment for them. However, the coverage on any of those dependents will cease on the earliest date below:

- the last day of the twenty-four months after your death;
- the date of remarriage or the entrance into a domestic partnership of a surviving spouse/domestic partner, if any;
- the date that dependent qualifies for Medicare; or
- the date that dependent ceases to qualify as a Dependent for a reason other than lack of primary support by you.

The dependent benefits payable after you die will be those in effect for your dependents on the day prior to your death.

### 3. CONTINUATION COVERAGE FOR RETIREES

Eligible members who retire may elect to continue coverage of the following benefits for as long as the applicable premiums set by the Fund are paid.

- **Dental Benefits** – Retirees and their eligible dependents may continue their coverage for Fund dental benefits upon retirement.
- **Excess Major Medical Benefits** – Retirees may continue their Excess Major Medical coverage, provided they have been insured persons for 30 days prior to retirement and have made application for coverage within 60 days of termination of active service.
- **Life Insurance** – Retirees may continue their contributory Life Insurance benefits upon retirement.

## **DENTAL BENEFITS**

Dental benefits are provided by the **GARDEN CITY TEACHERS ASSOCIATION BENEFITS TRUST FUND** on a Self-Insured basis to all eligible members and covered eligible dependents as defined by the Fund on page 8 of this booklet. Please refer to the Schedule of Dental Benefits for the amounts the Fund will pay for

specific benefits. The Schedule of Dental Benefits can be obtained by contacting the Fund's Third-Party Administrator, T.W. Newman Company, Inc.

**MAXIMUM DENTAL BENEFITS FOR YOU AND YOUR DEPENDENTS:**

Maximum Dental Benefit per family, per calendar year	\$1,500
Maximum Orthodontic Benefit-Lifetime per dependent child	\$1,500
This is subject to the Maximum Dental Benefit.	
Maximum TMJ Benefit-Lifetime per family	\$1,000
This is subject to the Maximum Dental Benefit	

**DENTAL CO-INSURANCE REQUIREMENT:**

The Fund pays 100% of the reasonable and customary charges for starred Diagnostic and Preventative services in the Fund's Dental Schedule of Benefits.

The plan pays 65% of reasonable and customary for Orthodontic services in the Dental Schedule of Benefits. You are responsible for a co-insurance payment of 35%.

The Plan pays 100% of the scheduled allowance all other services--refer to the maximum amounts as shown in the Fund's Dental Schedule of Benefits.

**THE SCHEDULE OF BENEFITS**

Members are reimbursed for covered services according to the Fund's Dental Schedule of Benefits. A comprehensive listing of the covered dental services is provided in the Dental Schedule of Benefits.

**PREFERRED PROVIDER OPTION**

An optional dental Preferred Provider Organization (PPO) is available to members and their covered eligible dependents. Each dental provider in the PPO has agreed to accept reduced fees for their services. The member's cost is limited to the difference between the Plan benefits payment and the PPO provider's agreed upon reduced fee for the particular service. Members opting for a provider in the PPO will usually experience an out-of-pocket savings. A searchable provider database is available online at [www.Qualident.Com](http://www.Qualident.Com)

**FILING A CLAIM**

**NOTE: SEND ALL CLAIM FORMS PROMPTLY. CLAIM FORMS MUST BE FULLY COMPLETED BY ALL PARTIES CALLED FOR AND SUBMITTED WITHIN 180 DAYS OF THE DATE OF SERVICE. IMPROPERLY COMPLETED FORMS WILL CAUSE A DELAY IN THE PAYMENT OF A CLAIM.**

- Step 1 - Use the standard American Dental Association claim form, available in most dental offices and the GCTABTF website – [www.gctabtf.org](http://www.gctabtf.org).**
- Step 2 - Complete the "Patient" statement in full. (If all questions are not answered, it will be necessary to return the claim form, which will delay payment.**

- Step 3 - Have your dentist complete *and sign* his/her portion of the claim form**  
**Step 4 - Send to the Fund's Dental Administrator:**

**T.W. Newman Company, Inc.  
925 Hempstead Turnpike, Suite 340  
Franklin Square, New York 11010  
Telephone: 516-488-1100  
Fax: 516-488-1110**

## **VISION BENEFITS**

The Fund makes vision benefits available to eligible members and their covered eligible dependents as defined by the Fund on page of this booklet and who are also eligible for the Fund's Excess Medical Coverage.

You and your covered dependents may use either a Participating (In-Network) or Non-Participating (Out-of-Network Provider for Covered Expenses. The Fund's vision plan is administered through Davis Vision and T.W. Newman Company, Inc. and is insured by Highmark Life Insurance Company.

### **IN-NETWORK BENEFITS**

The Fund's Designer Gold Vision Plan provides the following benefits at no cost to the member and/or his covered dependents, if the participating provider network is utilized:

- Eye examination including Dilated Fundus Evaluation
- A \$30.00 wholesale frame allowance augmented by the Designer Frame Collection
- Choice of glass or plastic lenses
- All ranges of prescriptions including single vision, bifocal, trifocal, lenticular or cataract lenses
- Oversize lenses
- Fashion and gradient tinting of plastic lenses.
- Glass-Grey #3 prescription sunglasses
- Plastic Photosensitive Lenses
- Standard progressive addition lenses (PALS)
- Corning Photochromic Lenses
- Supershield (scratchguard) Coating
- Polycarbonate Lenses
- Ultraviolet Coating
- Blended Segment Lenses
- All materials are verified as first quality
- One year breakage warranty on all plan eyeglasses
- Custom cases
- A complete contact lens evaluation and fitting service for members who select plan contact lenses in lieu of eyeglasses.
- A \$75.00 contact lens allowance
- Medically necessary contact lenses covered in full with prior approval
- Free membership in Lens-1-2-3 for guaranteed lowest price mail order replacement contact lenses

The following optional In-Network Items are subject to the following applicable member co-payments:

Premium Progressive Addition Lenses	\$40.00
Premier Frames	\$20.00
ARC (Antireflective Coating)	\$35.00
Hi-Index Lenses	\$55.00
Polarized Lenses	\$75.00

**OUT-OF-NETWORK BENEFITS**

The Fund’s vision plan provides the following out-of-network benefits for services rendered by a non-participating provider:

- Eye examination \$37.00
- Eye Examination including single vision glasses and frame \$110.00
- Eye Examination including bifocal glasses and frames \$147.00
- Eye Examination including trifocal glasses and frames \$193.00
- Eye Examination including soft or hard contact lenses \$193.00  
Co-payment \$25.00

**OTHER INFORMATION**

For a detailed and complete description of the Fund’s vision plan, please refer to your Certificate of Insurance.

\*Members should refer to their Certificate Insurance for a complete description of the Fund’s vision plan. A copy of the Certificate of Coverage can be requested from the Fund’s Third-Party Administrator, the Newman Company.

**USING THE PLAN**

Using your vision benefits is very simple and convenient. You can call 1-800-999-5431 in order to obtain a voucher for services and the listing of network providers. When visiting a participating Davis Vision Care Provider there are no out-of-pocket expenses for items listed above, except for those optional items that require applicable co-payments. Simply indicate that you are a member of the Garden City Teachers Association Benefits Trust Fund and that you receive benefits under the Designer Gold Vision Plan. You should call ahead for an appointment with the Provider. If you have not obtained a voucher, the Provider can verify your participation in the Plan on your behalf.

**MAKING A CLAIM**

If you go to an out of network provider, you are covered under “Vision Plan P” and you should fill out a *vision claim form* that is available on line or by calling 1-877-470-3715.

**Vision Benefits claim forms should be submitted to Davis Vision within 90 days of vision care procedure. If this is not possible, then claims should be submitted as soon as reasonably possible.**

**The Address of Davis Vision is:**

**Davis Vision  
159 Express Street  
Plainview, New York 11803  
Telephone: 1-800-328-4728**

**For claim forms, please visit your Garden City Teachers Association Benefits Trust Fund web site at [www.gctabtf.org](http://www.gctabtf.org). Click on claim forms and go to vision claim forms.**

## **GROUP EXCESS MAJOR MEDICAL INSURANCE**

The Fund makes excess major medical benefits to all members and eligible covered dependents as defined by the Fund's group Excess Major Medical Insurance policy, which is insured and administered by First Rehabilitation Insurance Company of America.

### **ELIGIBILITY**

**Eligible Members for group Excess Major Medical Insurance include:** Full-time teachers, full-time nurses and full time administrators as defined by the Certificate of Insurance to the Fund's group Excess Major Medical Insurance Policy.

**Eligible Dependents for group Excess Major Medical Insurance include:**

- The wife or husband of the member, and
- Any unmarried child of the member who is:
  - (a) less than 19 years of age;
  - (b) 19 years, but under 25 years of age, enrolled as a full-time student in an accredited school, college or university and primarily supported by the member;
  - (c) 19 years of age or older, mentally or physically incapable of earning a living and primarily supported by the member, provided the member submits proof of the child's incapacity and dependency to the Insurance Company within 31 days after the date the child fails to qualify under (a) or (b) above. The Insurance Company has the right, at reasonable intervals during the 2-year period following the date the child fails to qualify under (a) or (b) above, to require proof of continuation of such incapacity and dependency. After the 2-year period, the Insurance Company may require subsequent proof not more often than once a year.

The term "child" will include a child born of the member, a child legally adopted by the Employee, a proposed adoptive child, in writing, dependent upon the member for support, and a stepchild of the member living with the member in a normal parent-child relationship.

Under the group Excess Major Medical Insurance policy, no one may be a dependent who is eligible for coverage as a member and no one may be a dependent of more than one member.

Retirees are also eligible for coverage under the Fund's Group Excess Major Medical plan, provided they have been insured persons for 30 days prior to retirement and have made application for coverage within 60 days of termination of active service.

### **SCHEDULE OF BENEFITS**

- \$1,000,000 Excess Medical Expense Benefit covering those items in excess of those payable by your underlying Blue Cross/Metropolitan Life Insurance Company's Major Medical (Empire Plan) as presently constituted.
- \$1250 Co-Insurance Reimbursement Benefit
- \$250 Individual/\$750 Family Deductible Reimbursement Benefit
- Outpatient Psychiatric Coverage at 80% of reasonable and customary charges to a maximum of \$20 per visit and \$1,000 per year.
- Co-Payment reimbursement for outpatient psychiatric care if an APM Provider is visited
- In-hospital private duty nursing coverage equal to 50% of usual and customary charges for the *first* 48 hours of private duty nursing while hospitalized
- Outpatient rehabilitation benefit
- Reasonable and customary reimbursement

### **OTHER INFORMATION**

For specific details concerning waiting periods, effective dates of individual insurance, effective date of dependent insurance and termination of insurance please refer to your Certificate of Insurance. A copy of the Certificate of Insurance can be requested from the Fund's Third-Party Administrator, the Newman Company.

### **MAKING CLAIMS**

**Excess Major Medical Benefit claims forms should be submitted to First Rehabilitation Insurance Company within 90 days of sickness or injury or vision care procedure. If this is not possible, then claims should be submitted as soon as reasonably possible.**

**The Address of First Rehabilitation Insurance Company is:**

**First Rehabilitation Insurance Company  
600 Northern Blvd.  
Great Neck, NY 11021**

**The toll free customer service number is 1-800-365-4999**

For claim forms, please visit First Rehabilitation Insurance Company's web site at [www.firstrehab.com](http://www.firstrehab.com) . You may access the claim form in the download section by following the instructions using New York as the state and XGMM as the product line.

If your vision care is with First Rehabilitation Insurance Company, these forms are also available.

## **GROUP LIFE INSURANCE**

The Fund makes group life insurance benefits available to all members as defined on page of this booklet. The Fund's Group life Insurance policies are underwritten by insurance carriers and administered by the Newman Company.

For a complete description of the Fund's group life insurance benefits, please refer to your Certificate of Group Life Insurance.

### **NONCONTRIBUTORY LIFE INSURANCE**

A \$10,000 life insurance and accidental death and dismemberment benefit is currently being made available to all eligible Fund members at no cost to the member. These benefits terminate upon a member's retirement.

REDUCTION SCHEDULE:                      At age 70, your life and accidental death and dismemberment insurance will be reduced by 33%. At age 75, your life and accidental death and dismemberment insurance will be reduced to 50% of the amount you were eligible for prior to age 70.

### **OPTIONAL CONTRIBUTORY LIFE INSURANCE FOR MEMBERS**

Eligible members have the option to purchase additional life insurance through payroll deduction as follows.

	<u>ACCIDENTAL DEATH LIFE</u>	<u>AND DISMEMBERMENT</u>
Basic Benefit\$10,000	\$10,000	\$10,000
Supplemental Benefit	\$10,000	\$10,000
	\$20,000	\$20,000
	\$30,000	\$30,000

### **CONTINUATION OF LIFE INSURANCE AT RETIREMENT**

You may continue your contributory life insurance into retirement. A retired employee is defined as a former active employee who has attained age 55 and is actually receiving a retirement pension or annuity benefit under the New York State Teacher's Retirement Systems retirement plan immediately after active employment ceases or is under age 55 and has vested rights to such a pension or annuity benefit under the New York State Teacher's Retirement Systems retirement plan.

Your accidental death and dismemberment insurance will cease upon retirement.

### **REDUCTION SCHEDULE**

For Active Employees: At age 65, your life and accidental death and dismemberment insurance will be reduced by 35%. At age 70, insurance is further reduced by 35%. At age 75, coverage is reduced by an additional 35%.

For Retired Employees At age 65 your life insurance will be reduced by 50%. At age 70, your life insurance will be reduced to a total of \$2000. Supplemental life insurance benefits cannot be continued during retirement after the age of 70.

### **OPTIONAL CONTRIBUTORY LIFE INSURANCE FOR YOUR DEPENDENTS**

Eligible members have the option to purchase life insurance coverage for their eligible covered dependents through payroll deductions as follows.

Spouse	\$5,000
Each Child	\$100 (15 days but less than 6 months)
	\$1,000 (After 6 months)

In no event may your dependent's amount of insurance be greater than 50% of your amount of life insurance.

### **WAITING PERIOD FOR NEW EMPLOYEES**

Your insurance will begin after thirty days of continuous employment.

### **LATE ENROLLEE**

If you enroll more than 31 days after the date you become eligible, you must complete a health statement, which is then sent to the insurance company for approval.

### **PROTECTION WHILE DISABLED**

If, before you reach age 60 and after the effective date of your insurance, you become totally disabled by bodily injury or disease so as to be prevented from working, a request for waiver of premium consideration must be made. Contact the office of the Newman Company, the Plan administrator, for further details.

### **INSURANCE WHILE ON LEAVE**

You may continue your life insurance for a period of up to two (2) years while on leave, provided you pay the entire premium.

### **MAKING CLAIMS**

The Notice and Proof of Claim should be submitted as soon as reasonably possible, but no later than one year one year after it is due, unless you are legally incompetent during all that time. Claims should be submitted to:

**T.W. Newman Company, Inc.  
925 Hempstead Turnpike, Suite 340  
Franklin Square, New York 11010  
Telephone: 516-488-1100  
Fax: 516-488-1110**

## **LONG TERM DISABILITY INSURANCE**

The Fund makes long-term disability insurance benefits available to all eligible members as defined by the insurance company. The Fund’s group long-term disability insurance policy is underwritten by an insurance company and administered by T.W. Newman Company, Inc.

For a complete description of the Fund’s long-term disability insurance plan, please refer to your Certificate of Insurance. A copy of the Certificate of Insurance can be requested from the Fund’s Third-Party Administrator, the Newman Company.

### **BENEFIT**

After you have been totally disabled, as defined by the Fund’s group insurance policy, for a continuous period of 365 days, the plan pays a monthly benefit of 66.7% of monthly earnings in excess of \$750 to a maximum Monthly Benefit of \$6,000.

### **DURATION OF BENEFITS**

Maximum Benefit Period: Your Maximum Benefit Period is the period shown below or the member’s “Normal Retirement Age” Under the 1983 amendments to the Federal Social Security Act, whichever is longer.

<b><u>Age at Disability</u></b>	<b><u>Maximum Benefit Period</u></b>
Less than age 60	To age 65, but not less than 60 months
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

<b><u>Year of Birth</u></b>	<b><u>Normal Retirement Age</u></b>
Before 1938	Age 65
1938	Age 65 and 2 months
1939	Age 65 and 4 months
1940	Age 65 and 6 months

1941	Age 65 and 8 months
1942	Age 65 and 10 months
1943 through 1954	Age 66
1955	Age 66 and 2 months
1956	Age 66 and 4 months
1957	Age 66 and 6 months
1958	Age 66 and 8 months
1959	Age 66 and 10 months
After 1959	Age 67

For alcoholism, drug addiction, chemical dependency, mental or nervous disorders, benefits will be paid for a period of 24 months if the person is not confined to a hospital.

Disability arising from pregnancy is covered.

Survivorship Benefits: Available as specified in the Certificate of Insurance.

## **HOW TO MAKE A CLAIM**

### **Payment of Benefits**

Benefits will be paid at the end of each month (or shorter period) for which the insurance company is liable, after the insurance company receives the required proof. If any amount is unpaid when disability ends, benefits will be paid when the required proof is received.

### **To Whom Payable**

All benefits will be paid to you, if you are legally competent. If you are legally incompetent, benefits will be paid to your guardian. If any amount remains unpaid when you die, benefits will be paid in accordance with the order of preference provided in the group insurance policy i.e. to your surviving spouse, if no surviving spouse to your surviving children, if no surviving children to your estate.

### **Filing a Claim**

The claim may be initiated by filing the claim forms with:

**T.W. Newman Company, Inc.  
925 Hempstead Turnpike, Suite 340  
Franklin Square, New York 11010  
Telephone: 516-488-1100  
Fax: 516-488-1110**

**The claim form may be obtained by contacting the District's business office, which in turn will request T.W. Newman Company, Inc. to forward the claim form to you.**

**Written notice of claim must be given to the Company within 30 days after the loss begins or as soon as reasonably possible. Written proof of loss must be furnished to the Company within 90 days after the end of a period for which the Company is liable. If it is not possible to give the proof within 90 days, the claim is not affected if the proof is given as soon as reasonably possible.**

## **Physical Exam**

The insurance company may ask you to be examined as often as they require at any time they choose. The insurance company will pay for any exam they require.

## **Pre-Existing Conditions**

The Fund's group long-term disability policy defines "pre-existing conditions" as follows for the purpose of eligibility for benefits:

**Pre-Existing Condition** means during the 3 months prior to an employee's effective date of insurance, the employee received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

**Pre-Existing Condition for increases in amounts of insurance** means during the 3 months prior to the effective date of any increase in an employee's amount of insurance, the employee received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

**Please refer to your Certificate of Coverage for a complete description of the long-term disability plan's pre-existing conditions provisions.**

## **Assisted Living Benefit**

Under the Fund's long-term disability insurance policy, an assisted living benefit may be payable if you are receiving a total disability benefit as defined by the policy, and you are cognitively impaired or you are unable to safely and completely perform two or more activities of daily living without another person's assistance or verbal cueing. Your cognitive impairment, or your ability perform two or more of the activities of daily living must begin on or after your date of total disability and be expected to continue for 90 or more days.

The monthly assisted living benefit is the lesser of:

- 10% of your total monthly earnings; or
- the maximum monthly benefit as shown above; or
- \$5,000

Activities of daily living means: bathing, dressing, toileting, transferring, continence, eating.

**Please refer to your Certificate of Coverage for a complete description of the assisted living benefit.**

**Garden City Teachers Association  
Benefit Trust Fund  
Legal Services Program**

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*“(The assistance of counsel) is one of the safeguards of the Sixth Amendment deemed necessary to ensure fundamental human rights of life and liberty....The Sixth Amendment stands as a constant admonition that if the constitutional safeguards it provides be lost, justice will not still be done.”*

United States Supreme Court Justice Hugo Black  
*Gideon v. Wainwright*

## **GENERAL RULES REGARDING COVERAGE**

### ***Enrollment***

To receive benefits, you must have completed a Trust Fund Enrollment Form. The Enrollment Form provides the Fund with necessary basic information: your name, address, Social Security number, birth date, marital status, etc. If you have not completed an Enrollment Form, it is essential that you do so at the earliest possible opportunity.

All correspondence addressed to the Fund must contain the member's name and address. Please notify the Fund in writing, of any changes of name, address, etc. Maintenance of current records assures efficient processing of your claim and prompt receipt of your benefits.

### ***Appeals to the Board of Trustees***

The Board of Trustees adopts rules and regulations for the payment of benefits and all provisions in this booklet are subject to such rules and regulations and to the Agreement and Declaration of Trust, which established the Fund and governs its actions.

A covered member may request a review of action taken by the Fund Office by submitting an appeal, in writing, to the Board of Trustees within 60 days after the action of the Fund Office. Such appeal should be addressed to the Board of Trustees of Garden City Teachers Association Benefit Trust Fund, C/O the Fund's panel law firm, Mirkin & Gordon, P.C. 98 Cutter Mill Road, Great Neck, New York 11021.

## **WHO IS ELIGIBLE?**

If you are eligible for benefits from the Garden City Teachers Association Benefit Trust Fund, you are eligible for legal services benefits. See pages 7-9 of this booklet for eligibility rules.

Your dependents are not eligible for legal services benefits unless specifically included in the benefit description.

## **HOW TO USE THE LEGAL SERVICES PROGRAM**

If you wish to make an appointment to consult a lawyer for benefits provided by the Garden City Teachers Association Benefit Trust Fund, call the panel law firm directly at (516) 466-6030.

You will be provided with an attorney from the panel law firm selected by the Fund. This firm will provide the covered member with the benefits of the Benefit Trust Fund. Your relationship with this law firm will be that of attorney and client. The attorney-client relationship will be exclusively between the covered member and the law firm. No member of the Fund, or any Trustee of the Fund, can interfere in this relationship.

The Fund is designed to help pay for covered legal services. While the Fund cannot pay for all legal costs incurred, it will help meet a substantial amount of such costs. You should explore,

with an attorney of the panel law firm, the cost involved for any problem for which you seek help so that you and the law firm will have a working concept of what services are covered as well as what you will have to pay yourself. Remember, however, that it is not always possible to estimate total costs. When, after general consultation with the panel law firm, you decide to retain the panel law firm, you will then be requested to make initial appropriate payment as indicated in the plan of benefits.

You are not compelled to use the plan provided by the Fund. You are free at all times to select an attorney of your own choosing and make payment to such an attorney for services. However, the Fund will not absorb or be responsible for any part of the fees or charges of attorneys other than those representing law firms on the panel of the Fund.

A covered member is also free at any time to discontinue the services of the panel law firm and, if he/she so desires, to secure the services of a non-panel attorney. However, in such an event, the Fund will neither be responsible for nor absorb any part of the fees or charges of such other attorneys. In addition, the covered member continues to be obliged to the panel law firm for any cost already incurred above the scheduled amount.

The panel law firm may, under exceptional circumstances, at any time (as is customary in the case of the independent retention of private attorneys) not undertake, discontinue or withdraw from representation of any covered member with appropriate adjustment of fees. In such cases, the covered member is free to secure his/her own counsel. However, the Fund will neither absorb nor be responsible for any of the fees or charges of a non-panel attorney.

There is no subscription or registration fee to be paid by any covered member in order to entitle him/her to the benefits of the Fund.

In instances where two covered members are involved in the same controversy or proceeding as adversaries, (and both members would have the right to the benefit under the rules of the Fund) each member will be provided access to an attorney or provided with a stipend by the Fund, at the discretion of the Trustees.

## **REPRESENTATION IN CIVIL MATTERS**

The benefits of the Fund are divided into two major benefit categories: **Representation in Civil Matters** and **Representation in General Legal Matters**. You are entitled to representation in no more than three (3) Civil Matters during a rolling twelve (12) month period, beginning with your request for representation in the first matter. The following section concerns itself with the specific benefits within this category.

### ***Legal Defense Benefit***

#### **Who is Covered?**

Any covered member who is a defendant in a situation involving his/her rights in resisting a claim and has had a legal action started against him/her which does not fall within any of the specified benefits listed in this booklet\*, is covered by this benefit.

**\*Please note that special service benefits such as those involving divorce proceedings, separation proceedings, annulment proceedings, adoption proceedings, and homeowner proceedings are covered by the schedules and contained under those specific headings in this booklet.**

**What is the Benefit?**

The Fund provides coverage through the panel law firm for all necessary legal services arising from the defense of a lawsuit or proceeding commenced against you in courts and administrative agencies. The following are only examples of some of the courts and agencies in which the Fund provides coverage under the Legal Defense Benefit:

- Supreme, Surrogate's & District Courts of Westchester County
- United States District Court for the Eastern and Southern Districts of New York
- United States Customs Court
- Supreme, Surrogate's and County Courts of New York, Brooklyn, Queens, Richmond, Bronx, Nassau, Rockland, Putnam, Dutchess and Suffolk Counties
- Civil Courts of New York, Brooklyn, Queens, Richmond and Bronx Counties
- District Courts of Nassau and Suffolk Counties;
- Administrative Agencies and Bureaus.

This benefit provides, for example, the legal defense cost of a lawsuit alleging breach of contract or against lawsuits involving garnishment or medical expense claims. Your problem may be successfully resolved after consultation with a panel attorney or it may necessitate the steps leading to and including your defense in a litigation or before an administrative agency.

The following schedule indicates the legal services available and the amount to be paid by you at each stage:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
A. Consultation.....	Nothing
B. Pre-litigation: including, for example, negotiation of settlement including the drafting of any necessary papers.....	\$15
C. Litigation: including, for example, third party complaint, demand for Bill of Particulars, preparation of Jury Demand and Court Appearance, if necessary.....	\$35

If the Legal Defense Benefit is concluded at the consultation stage there is no cost to you. However, if the Legal Defense Benefit is concluded at the pre-litigation stage, the cost to you is \$15; if the Legal Defense Benefit must enter the litigation stage, the cost to you is an additional \$35. The total cost to the member for a Legal Defense Benefit that reaches litigation is \$50 (\$15 + \$35).

**How is the Legal Defense Benefit Obtained?**

To obtain this benefit, simply contact the panel law firm to request an appointment. At the time of your appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Uncontested Legal Separation Benefit***

**Who is Eligible?**

Any covered member who desires to seek a separation from his/her spouse by means of a separation agreement mutually agreed upon by the parties .

**What is the Benefit?**

There are two types of legal separation: uncontested and contested separation. The Fund provides coverage for all circumstances in the legal process in uncontested separation proceedings.

Uncontested Separation: Coverage is provided through a panel law firm for all necessary legal services, which the preparation and negotiation of a separation agreement may require. The separation agreement may be prepared and executed with a minimum of consultation or it may necessitate extensive negotiation with opposing counsel and spouse.

The following schedule indicates the legal services available and the amount to be paid by you in each circumstance:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
A. Consultation.....	Nothing
B. Uncontested or cooperatively agreed..... separation with minimal negotiation	\$45
C. Settlement after extensive negotiation.....	\$75

**How is the Legal Separation Benefit obtained?**

To obtain the Legal Separation Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

## ***Uncontested Divorce Proceeding Benefit***

### **Who is Eligible?**

Any covered member is entitled to this benefit.

### **What is the Benefit?**

Divorce proceedings may be categorized as uncontested or contested matrimonial actions or the dissolution of a domestic partnership. The Fund provides coverage for all steps of the legal process in uncontested divorce proceedings.

### **Steps in the Legal Process Provided by The Fund through the Panel Law Firm**

- A. A member is entitled to ten hours of legal representation in negotiating a divorce settlement until litigation must commence in instances where the panel attorney determines that litigation is necessary in order to maintain, defend, advance or assert the member's interest (See "B" below). A divorce action will be initiated when:
1. The member and spouse have agreed upon an uncontested divorce and no stipulation of settlement is required; or
  2. The member and spouse had previously signed a separation agreement or stipulation of settlement and have agreed upon an uncontested divorce; or
  - 3.....The member requests representation in negotiating a stipulation of settlement (e.g.: equitable distribution, child support, custody, visitation and maintenance) and the spouse has retained an attorney. A stipulation of settlement is negotiated and executed, grounds are agreed upon and the spouse signs an affidavit agreeing upon the grounds for divorce

### **Amount**

**Paid by You**.....\$60.00

- B. The member may (in addition to "A" above) retain the services of the panel law firm after the first ten hours of legal representation or once litigation is necessary to commence, subject to a written agreement of retention. The panel firm has agreed to provide said representation with a 25% reduction in its hourly rate, which hourly rate has been established as \$350.00 for 2009.

### **How is the Divorce Proceeding Benefit Obtained?**

To obtain the Divorce Proceeding Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Uncontested Annulment Benefit***

**Who is Eligible?**

Any covered member is entitled to this benefit.

**What is the Benefit?**

There are two types of annulments: uncontested and contested. The Fund provides coverage for all steps of the legal process in uncontested annulment proceedings.

The following schedule indicates the legal services available and amount to be paid by the member in each circumstance:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
Uncontested Annulment - Coverage includes, Summons, Complaint, Note of Issue, Trial or Hearing, preparation of Findings of Fact, Conclusions of Law, Entry of Judgment and Finalization.....	\$60.00

**How is the Annulment Benefit Obtained?**

To obtain the Annulment Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Adoption Benefit***

**Who is Eligible?**

Any covered member who seeks representation in an adoption proceeding is covered by this benefit.

**What is the Benefit?**

The Fund will provide you with an attorney from a panel law firm to represent you in formal adoption proceedings. This benefit does not include payment of any fees or expenses to adoption agencies or any other agencies, but is limited to those services normally rendered by an attorney to formalize an adoption. After all arrangements have been agreed upon, the panel attorney will prepare all petitions and allied papers and will appear in court with the parties in support of the adoption, if required.

The following schedule indicates the legal services available and the amount to be paid by you in each circumstance:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
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Consultation.....	Nothing
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Preparation of Documents and Court Appearance for adoption of child.....	\$65
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**How is the Adoption Benefit Obtained?**

To obtain the Adoption Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Personal Bankruptcy Benefit***

**Who is Covered?**

You are eligible if you are a covered member.

**What is the Benefit?**

The Fund provides coverage through the panel law firm for all necessary conferences and legal services in the preparation of a petition to file for personal bankruptcy. Such a petition and schedules to file for personal bankruptcy may be finalized with a minimum of consultation and negotiation or it may involve a number of exceedingly complex steps. In some situations, it may require attendance at meetings with creditors and settlement agreements.

The following schedule indicates the legal services available and the amount to be paid by you in each circumstance:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
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Consultation.....	\$0
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Simple Personal Bankruptcy.....	\$75
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Complex Personal Bankruptcy.....	\$100
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**How is the Personal Bankruptcy Benefit Obtained?**

To obtain the Personal Bankruptcy Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Change of Name Benefit***

**Who is Covered?**

You are eligible if you are a covered member.

**What is the Benefit?**

This benefit provides legal advice and representation in the change of name procedure. Counsel will file all appropriate papers and represent you in the change of name process.

The following schedule indicates the legal services available and the amount to be paid by you at each stage:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
Consultation.....	\$0
Actual change of name procedure.....	\$45

**How is the Change of Name Benefit Obtained?**

To obtain the Change of Name Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Homeowner Rights Benefit***

**Who is Covered?**

You are eligible if you are a covered member who owns a private dwelling, a condominium or cooperative apartment as a primary residence or is in the process of purchasing or selling such a primary residence or refinancing of a mortgage on a primary residence.

**What is the Benefit?**

This benefit has two components:

- Legal advice or representation for the sale or purchase of any private dwelling, condominium or cooperative apartment in which the member primarily resides or plans to reside; or the purchase of any unimproved property with the intention of building a home in which the member expects to primarily reside; or the refinancing of a mortgage on his or her primary residence.
- Legal advice or representation in the defense of a mortgage foreclosure proceeding involving any of the above stated residences.

Regarding the first component of this benefit, the following schedule indicates the legal services available and the amount to be paid by you in each instance:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
Consultation.....	\$0

Negotiation, Advice and Representation  
in the sale, purchase, or refinancing  
of a primary residence.....\$60

It should be noted that this benefit does not include any aspects of residential problems that involve Title searches or Title insurance nor the costs of same.

The second component of the Homeowner Rights Benefit is legal representation through the panel law firm attorney in defense of a proceeding to foreclose a mortgage on a dwelling which you own and in which you reside. A mortgage foreclosure problem may be resolved after consultation with a panel attorney or it may require the contesting of any action to foreclose the mortgage in the appropriate court.

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
Consultation.....	\$0
Pre-litigation: including for example, negotiation of settlement as well as the drafting of any necessary papers.....	\$15
Litigation: including, for example, demand for Bill of Particulars, preparation of Jury Demand, Motions and Court Appearances.....	\$125

**How is the Homeowner Rights Benefit Obtained?**

To obtain the Homeowner Rights Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

**GENERAL LEGAL MATTERS**

As indicated before, the legal services benefits of the Benefit Trust Fund are divided into two categories: Representation in Civil Matters and General Legal Matters.

This section describes the General Legal Matters of the Fund. These benefits are provided to you in those instances where your legal problems do not fall within the benefits provided within the Representation in Civil Matters category.

The following section describes the benefits included within the General Legal Matters category.

### ***General Consultation Benefit (three each year)***

#### **Who is Covered?**

All covered members are entitled to this benefit.

#### **What is the Benefit?**

This benefit provides you with an opportunity to consult with an attorney from the panel law firm for three one-half hour sessions each calendar year concerning any legal questions whatsoever. This benefit is made available by the Fund at no charge to you.

The General Consultation Benefit does not include representation. If such representation involves a covered matter, the Fund will pay the cost of representation in accordance with its Benefit Schedule. Of course, if the matter is not covered, any further legal costs must be borne directly by you.

#### **How is the General Consultation Benefit Obtained?**

To obtain the General Consultation Benefit, simply contact the panel law firm to request a consultation appointment. At the time of the consultation, you and an attorney from the panel law firm will complete the appropriate forms.

### ***Document Review Benefit***

#### **Who is Eligible?**

All covered members are entitled to this benefit.

#### **What is the Benefit?**

This benefit provides professional review and interpretation of all legal documents, such as: guarantees, warranties, installment purchase agreements, loans, leases, insurance policies and court papers previously prepared by an attorney from the panel law firm. There is no limitation placed upon the utilization of this benefit, which is provided at no cost to you.

The Document Review Benefit provides review and interpretation of documents only. The Document Review Benefit does not include representation. If such representation involves a covered matter, the Fund will pay the cost of representation in accordance with its Benefit Schedule. Of course, if the matter is not covered, then any further legal costs must be borne directly by you.

#### **Exclusions and Limitations:**

The following documents are not included in the Document Review Benefit:

- Tax Returns
- Work that is being prepared by other attorneys at the time of the Document Review Benefit.

### **How is the Document Review Benefit Obtained?**

To obtain the Document Review Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

### ***Will Benefit***

#### **Who is Eligible?**

Any member and/or his/her spouse/domestic partner who wishes to execute a Will or have one reviewed or updated is covered by this benefit.

In addition, the parent(s) or parent(s)-in-law of a member who wishes to execute a Will, or have one reviewed or updated, is covered by this benefit.

#### **What is the Benefit?**

This benefit provides for the preparation and execution of a simple will for you (if agreeable to the member), your parent(s) or your parent(s)-in-law under the supervision of an attorney from the panel law firm. This benefit is provided without charge not more than once in a 12-month period.

The Fund makes this benefit available at **no charge to the member, his/her spouse, parent(s) or parent(s)-in-law.**

#### **How is the Will Benefit Obtained?**

To obtain the Will Benefit, simply contact the panel law firm to request an appointment. If both member and spouse, domestic partner, mother and father, or mother- and father-in-law, desire a will, it is recommended that they make the appointment together. At the time of the appointment, the appropriate forms will be completed with the assistance of an attorney from the panel law firm. A second appointment will be necessary for the execution (signing) of the completed will(s).

### ***Estates and Administration Benefit***

#### **Who is Covered?**

Any member; member's eligible dependent who is named Executor in a Will; an Executor named in a Will by a covered member and/or if there is no Will, a member or an eligible dependent who would qualify under intestacy laws to serve as Administrator of the estate is covered by this benefit.

#### **What is the Benefit?**

The Fund provides all legal services which may be required in connection with the handling of an estate from its inception (the probate of a Will or Petition for Letters of Administration where there is no Will), through all phases of estate administration including tax proceedings and "winding up" of the estate (through accounts and distribution).\*

With respect to the estate of a deceased member, these services are provided to the surviving spouse or eligible dependent children in those instances where the spouse or eligible dependent children would be entitled to be appointed Executor or Administrator.

\*PLEASE NOTE: This benefit DOES NOT provide legal services of an adversarial nature, e.g., to contest an existing Will.

The following schedule indicates the possible legal services and the amount to be paid by you.

<b><u>Coverage Provided by the Fund through a Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
Consultation.....	Nothing

The panel law firm has agreed to provide legal representation in these matters with a 25% reduction in its hourly rate, which for 2009 is \$350.00 (This is \$262.50 per hour for 2009).

**How is the Estates and Administration Benefit Obtained?**

To obtain the Estates and Administration Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Arraignment Assistance - Telephone Consultation Benefit***

**Who is Eligible?**

You are eligible if you are a covered member or dependent who is a defendant in a criminal proceeding in Nassau, Suffolk, Westchester, Putnam, Dutchess or Rockland Counties, or the boroughs of New York City.

**What Is the Benefit?**

This benefit provides coverage through the panel law firm for legal assistance arising from an arrest which may lead to immediate imprisonment.

This benefit provides, for example, telephone consultation by an attorney where you or your dependent are charged as the defendant in a criminal matter. It is important to note, however, that this benefit does not cover the costs of legal assistance beyond this stage. If you or your dependent are interested in obtaining legal services beyond the arraignment stage, you must make the necessary arrangements directly with the panel law firm or retain another attorney of your choice.

The following schedule indicates the legal services available and the amount to be paid by you at each stage:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
Consultation.....	\$0

**How is the Arraignment Assistance - Telephone Consultation Benefit Obtained?**

To obtain the Arraignment Assistance - Telephone Consultation Benefit, contact the panel law firm.

This service is available at any hour of the day or night by calling the special Fund number assigned to the program: (516) 466-6030.

***Consumer Protection Benefit***

**Who is Covered?**

Any covered member is entitled to this benefit.

**What is the Benefit?**

This benefit provides you with coverage through the panel law firm for a broad range of legal services which might be needed to institute and pursue action against fraudulent practices by merchants, department stores, home repair contractors, public utilities, automobile dealers, appliance dealers, etc. Utilization of this benefit is limited to two matters per member per calendar year and the matter must involve a purchase costing \$500 or more.

The following schedule indicates the legal services available and the amount to be paid by you in each circumstance:

<b><u>Steps in the Legal Process Provided by The Fund through the Panel Law Firm</u></b>	<b><u>Amount Paid by You</u></b>
Consultation.....	\$0
Representation by Written Communication.....	\$0
Litigation in Small Claims Court.....	\$50
Litigation in Courts other than Small Claims Court.....	\$100 *
Representation with Appropriate Federal Agencies (e.g. F.T.C., etc.).....	\$100 *

\*If a lawsuit involves a consumer purchase of \$5,000 or more e.g., "lemon" car -then the cost to you for litigation or representation will be \$250.

Some legal services that are not provided under this benefit include, but are not limited to, suits for punitive damages, class actions and commercial enterprises.

### **How is the Consumer Protection Benefit Obtained?**

To obtain the Consumer Protection Benefit, simply contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

### ***Identity Theft Protection Benefit***

#### ***Who is eligible?***

Any member who wishes legal consultation in connection with an identity or personal information theft issue is covered by this benefit.

#### ***What is the benefit?***

The Fund provides coverage through the panel law firm for a member to consult with an attorney if the member believes he/she has been the victim of an act of identity or personal information theft including but not limited to the following examples:

- using or opening of a credit card account in the member's name, fraudulently;
- opening telecommunications or utility accounts in the member's name, fraudulently;
- passing bad checks or opening a new bank account in the member's name, without authorization; and
- obtaining a loan in the member's name, fraudulently.

The panel law firm will provide consultation and assistance\* to a member in connection with their contacting and reporting an act of identity theft to the three major credit bureaus, the security departments of the appropriate creditors or financial institutions, the police and the Federal Trade Commission.

**The Fund makes this benefit available at no charge to member.**

#### ***How is the Identity Theft Benefit Obtained?***

To obtain the Identity Theft Benefit, simply contact the panel law firm to request an appointment. At the time of your appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***\*The Identity Theft Benefit does not include representation in litigation other than that already provided in the Consumer Protection Benefit.***

### ***Living Will/Health Care Proxy/Power of Attorney Benefit***

#### **Who is Covered?**

You are eligible if you are a covered member, a covered member's spouse/domestic partner, a covered member's parent(s), and/or a covered member's parent(s)-in-law.

**What is the Benefit?**

This benefit provides you, your spouse/domestic partner, your parent(s), and/or your parent(s)-in-law with the opportunity to have a living will, health care proxy and/or durable power of attorney prepared and executed under the supervision of an attorney from the panel law firm. This benefit is provided once every two calendar years at no cost to you.

A living will and/or health care proxy serves as a clear documented expression of an individual's carefully considered intention to have life-sustaining procedures withheld or withdrawn if he or she were to suffer from a catastrophic illness, disease or injury from which there is little likelihood that he or she would recover to enjoy a meaningful quality of life.

**How is the Living Will/Health Care Proxy/Power of Attorney Benefit Obtained?**

To obtain the Living Will/Health Care Proxy/Power of Attorney Benefit, either you or your spouse/domestic partner should contact the panel law firm to request an appointment. If both husband and wife desire a living will, health care proxy, and/or power of attorney, it is recommended that you make an appointment together. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

***Planning for the Elderly Benefit*****Who is Covered?**

You are eligible if you are a covered member, a covered member's spouse/domestic partner, a covered member's parent(s), or a covered member's parent(s)-in-law.

**What is the Benefit?**

This benefit provides you, your spouse/domestic partner, your parent(s), and/or your parent(s)-in-law with an opportunity to consult with an attorney from the panel law firm on matters involving the placement of elderly in nursing homes, available Medicare entitlements and health planning for the elderly. This benefit includes the preparation of powers of attorney and is offered at no cost to you.

**How is the Planning for the Elderly Benefit Obtained?**

To obtain the Planning for the Elderly Benefit, either you or your spouse should contact the panel law firm to request an appointment. At the time of the appointment, an attorney from the panel law firm will complete the appropriate forms with the client.

***Estate Planning Benefit*****Who is Eligible?**

You are eligible if you are a covered member, a covered member's spouse or domestic partner (if agreeable to the member) or a covered member's parent(s) and/or parent(s)-in-law.

### What is the Benefit?

The benefit provides covered members and their spouses/domestic partners, parent(s) and/or parent(s)-in-law with the opportunity to have estate planning trusts prepared and executed under the supervision of an attorney from the panel law firm.

The following schedule indicates the legal services available and the amount to be paid by the member:

#### Steps in the Legal Process Provided by The Fund through the Panel Law Firm

#### Amount Paid by Fund Member

A. Consultation

\$150.00 \*

B. Preparation and execution of certain estate planning trusts, as follows:

- **Irrevocable Life Insurance Trust (“ILIT”)** - Designed to remove life insurance proceeds from the insured’s and the surviving spouse’s taxable estate.
- **Revocable Grantor Trust (Living Trust)** - Created during a person’s lifetime and can be amended or revoked by the grantor at any time.
- **Supplemental Needs Trust (Escher Type Trust)** - Allows a person receiving governmental assistance (Medicaid) to receive prescribed amounts of income and principal from trust without jeopardizing governmental assistance.
- **Marital Trust** – A trust, which if containing specific statutory provisions will qualify for the marital deduction, and therefore not be included in the decedent’s taxable estate.
- **Qualified Personal Residence Trust (“QPRT”)** - Allows a person to place his or her personal residence in a trust and continue to have full use of the trust for a number of years, providing such term is less than the grantor’s life expectancy.

**20% Off The Usual and Customary Fee\*\***

\* *To be credited to fee for preparation of trust.*

\*\* Usual and customary fee charged by the law firm is \$2,500 per trust for all trust except QRPT trusts, which is \$3,000 per trust. Fees may change year to year.

### How to Obtain the Benefit?

To obtain the Estate Planning Benefit, you should contact the panel law firm to request an appointment.

### ***Appointment of Agent to Control Disposition of Remains Benefit***

#### **Who is eligible?**

Any covered member, covered member's spouse/domestic partner, covered member's parent(s) and/or parent(s)-in-law.

#### **What is the benefit?**

This benefit provides you, your spouse/domestic partner, your parent(s), and/or parent(s)-in-law with the opportunity to have an Appointment of Agent to Control Disposition of Remains document prepared and executed under the supervision of an attorney from the panel law firm.

An Appointment of Agent to Control Disposition of Remains serves as a clear documented designation of a burial agent and expression of special directions of how the individual's burial is to be accomplished.

**The Fund makes this benefit available at no charge to member.**

#### **How is the benefit Obtained?**

To obtain the Appointment of Agent to Control Disposition of Remains benefit, simply contact the panel law firm to request an appointment. At the time of your appointment, you and an attorney from the panel law firm will complete the appropriate forms.

### ***Designation of Person in Parental Relation Benefit***

#### **Who is Eligible?**

You are eligible if you are a covered member.

#### **What is the Benefit?**

This benefit provides the covered member with the opportunity to have a Designation of Person in Parental Relation ("Designation") prepared and executed under the supervision of an attorney from the panel law firm.

A Designation designates another person (the "Designee") as a person in parental relation to a minor or incapacitated person to act on his\her\their behalf in matters relating to education and health care. The Designation is a very useful document for parents who must leave their child with a caregiver for a limited period of time. If drafted properly, the Designation will be valid for up to 6 months.

**NOTE:** With respect to a covered member who wishes to be named Designee, an attorney from the panel law firm will provide a special consultation to confirm that a Designation one may receive is in conformity with the law.

#### **How to Obtain the Benefit?**

To obtain the Designation of Person in Parental Relation Benefit, you should contact the panel law firm to request an appointment. At the time of the appointment, you and an attorney from the panel law firm will complete the appropriate forms.

### ***Counseling of Unemancipated\* Children Benefit***

#### **Who is eligible?**

Upon application of the member/parent, your unemancipated child, who is over 18 years of age and qualifies as an eligible dependent child (as defined by the rules of the Fund).

#### **What is the benefit?**

The Fund provides coverage through the panel law firm for consultation and document review services to your unemancipated child on matters involving the following:

- Legal responsibilities that affect your child when they turn age 18, whether or not they are emancipated;
- Contract review;
- Lease review and real estate issues;
- Agreements and documents associated with educational institutions (i.e. universities and colleges);
- Loan agreements and other credit matters; and
- Identity theft matters.

#### **How is the Counseling of Unemancipated Children Benefit obtained?**

To obtain the Counseling of Unemancipated Children Benefit, simply contact the panel law firm to request an appointment for your child. At the time of the appointment, your child and an attorney from the panel firm will complete the appropriate forms.

#### **Exclusions:**

Excluded from the Counseling of Unemancipated Children Benefit is advice or consultation in any controversy, dispute or proceeding with the covered member/parent.

***\*An unemancipated child is any dependent child (as defined by the rules of the Fund) who is over 18 years of age and fully dependent on you/the member for support.***

### **GENERAL EXCLUSIONS FROM ALL LEGAL SERVICES BENEFIT OF THE FUND**

All legal services provided by the Fund have been specifically stated and described. Any legal service that has not been so described can be considered excluded from the Fund's legal services plan of benefits.

However, to guide you in your use of the Fund's legal services benefit package, this section lists specifically, but without limitation, particular exclusions from the Plan:

- Any controversy, dispute or proceeding with or against the employer or the employer's agents or officers;
- Any controversy, dispute or proceeding directed against the Union or any of its affiliated bodies, e.g., the Trust Fund, or any of the officers, agents or attorneys of the Union and its affiliated bodies;
- Any controversy, dispute or proceeding in which the Fund would be prohibited from defraying the cost of legal services by any provisions of the law;
- Any controversy, action or proceedings in which representation on a contingent fee basis is normally and customarily available or where the fee is payable by virtue of statute or by order of court;
- Class actions or interventions or amicus curiae activities. Two or more parties may not pool or combine their benefits for the purpose of asserting a claim in which they have a mutual interest;
- Any matter concerning the preparation or filing of income tax returns or payment of income taxes;
- Any controversy, action, proceeding or dispute in which the legal services are available through insurance or through any government agency or attorney (Federal, State or local);
- Any controversy, dispute or proceeding in which you previously retained a lawyer
- Any legal expenses incurred for a matter which commenced before you became eligible to receive a benefit under the Plan;
- Any controversy, dispute, proceeding or matter that cannot be litigated or otherwise handled within Nassau, Suffolk, Westchester, Putnam, Rockland and Dutchess Counties, or the five boroughs of New York City as described in the Legal Defense Benefit section;
- Any controversy, dispute, proceeding or matter which involves a member's business, commercial or investment interest;
- The Fund will not pay claims for services or advice when such activity involves a duplication of the same service or advice previously obtained in connection with the same problem and previously claimed for under the Plan;
- The Fund will not pay court costs and/or filing fees, nor in any event will the Fund pay fines, penalties or any amounts in which a member may be cast in judgment.

## **Financial Counseling Benefits Program**

**Who is eligible.....** All active and enrolled retired members.

**What is the Benefit....**This program was designed to provide a personal review of your finances and to help answer your financial questions.

You will have access to qualified professionals, Certified Financial Planners and Registered Investment Advisors who are available to work with you to provide objective and unbiased advice regarding: debt management, 403b allocations and decisions, retirement planning, insurance, investing, college planning, budgeting, 403b rollovers, and much more.

**How to Obtain the Benefit.....**To obtain this benefit, contact a representative of Stacey Braun Associates at 888-949-1925.