

# **New York State Teamsters Council Health & Hospital Fund**

## **Basic Employee Life Insurance and Accidental Death And Dismemberment Benefit Plan**

**Effective January 1, 2021**

**Your Funds.....Working For You**

# **BASIC EMPLOYEE LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT PLAN**

Basic Life Insurance and Accidental Death and Dismemberment Benefits for employees are underwritten by First Unum Life Insurance Company (“Unum”). The Dependent Death Benefit is self-insured and administered by the Board of Trustees of the New York State Teamsters Council Health and Hospital Fund (“Fund”).

## **BASIC LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS – UNUM GROUP INSURANCE POLICY**

The attached Unum Group Insurance Policy (the “Policy”) contains a complete description of the basic life insurance benefits (the “Life Insurance Benefit”) and accidental death and dismemberment benefits (the “Accidental Death and Dismemberment Benefit”). The following is a summary of benefits provided under the Policy.

The Policy is the official and governing language with respect to the Life Insurance and Accidental Death and Dismemberment Benefits. In the event of any conflict between the language contained in this summary and the provisions contained in the Policy, the language and provisions of the Policy will control.

Participants may also purchase additional life insurance and accidental death and dismemberment insurance for themselves and their eligible dependents through Unum. Evidence of insurability may be required for this additional insurance. A separate information packet is sent to all new participants and is available from the Fund Office upon request.

### ***LIFE INSURANCE BENEFIT***

The Life Insurance Benefit pays a benefit to your Beneficiary if you die while covered (subject to exclusions set forth in the Policy). The amount of your Life Insurance Benefit depends on which Benefit Option you are covered under, and how many quarters of eligibility you have under the Fund.

The Benefit Option that applies to you is determined by the contribution rate paid to the Fund and the Benefit Selection Form signed by your employer and your local union. If you have any questions concerning the Benefit Option that applies to you, you may contact the Fund Office.

**Life Insurance Benefit (Employee Only)**

<b><u>BENEFIT OPTION ONE</u></b>	<b><u>COVERED AMOUNT</u></b>
<i>1 to 4 Quarters of Eligibility</i> .....	<i>\$10,000</i>
<i>5 to 8 Quarters of Eligibility</i> .....	<i>\$20,000</i>
<i>9 to 12 Quarters of Eligibility</i> .....	<i>\$30,000</i>
<i>13 to 16 Quarters of Eligibility</i> .....	<i>\$40,000</i>
<i>Over 16 Quarters of Eligibility</i> .....	<i>\$50,000</i>

<b><u>BENEFIT OPTION TWO</u></b>	<b><u>COVERED AMOUNT</u></b>
<i>1 to 4 Quarters of Eligibility</i> .....	<i>\$5,000</i>
<i>5 to 8 Quarters of Eligibility</i> .....	<i>\$10,000</i>
<i>9 to 12 Quarters of Eligibility</i> .....	<i>\$15,000</i>
<i>13 to 16 Quarters of Eligibility</i> .....	<i>\$20,000</i>
<i>Over 16 Quarters of Eligibility</i> .....	<i>\$25,000</i>

<b><u>BENEFIT OPTION THREE</u></b>	<b><u>COVERED AMOUNT</u></b>
<i>1 to 9 Quarters of Eligibility</i> .....	<i>\$5,000</i>
<i>Over 9 Quarters of Eligibility</i> .....	<i>\$10,000</i>

<b><u>BENEFIT OPTION FOUR</u></b>	<b><u>COVERED AMOUNT</u></b>
<i>After 1st Quarter of Eligibility</i> .....	<i>\$5,000</i>

**Coverage**

Subject to the exclusions in the Policy, if you die while you are covered under the Life Insurance Benefit, Unum will pay your Beneficiary or Beneficiaries your applicable Covered Amount that is in effect on the date of your death. You must name your Beneficiary or Beneficiaries on the form required by Unum; if you do not, your Life Insurance Benefits will be paid as set forth in the Policy in the event of your death.

### **Accelerated Benefit for Terminal Illness**

In the event you become terminally ill while you are covered under the Life Insurance Benefit, you may apply for an Accelerated Benefit from Unum, which will be 50% of your applicable Covered Amount in effect when you apply. See the Policy for the terms and conditions you must comply with to receive an Accelerated Benefit.

The Life Insurance Benefit payable upon your death will be reduced by any Accelerated Benefits that are paid.

### **Continuation of Life Insurance Benefit during Total Disability (Employee Only)**

In the event you become totally disabled while covered under the Life Insurance Benefit, you may be entitled to continue your coverage. See the Policy for the terms and conditions that apply.

## ***ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT***

### **Coverage**

While you are eligible, you will be covered for an Accidental Death and Dismemberment Benefit in an amount equal to your Covered Amount under the Life Insurance Benefit in effect at the time of a covered accidental death or dismemberment.

Unum will pay an Accidental Death and Dismemberment Benefit for a Covered Loss shown in the table below if you are injured in an accident which occurs while you are covered under the Accidental Death and Dismemberment Benefit; and if:

1. that accident is the sole cause of the injury;
2. that injury is the sole cause of that Covered Loss; and
3. that Covered Loss occurs not more than 1 year after the date of that accident.

### **Maximum Benefit for All Covered Losses in Each Accident**

No more than the Full Amount of your Accidental Death and Dismemberment Benefit will be paid for all Covered Losses caused by all injuries which you sustain in one accident. For this purpose, the "Full Amount" is the amount of the Accidental Death and Dismemberment Benefit for which you are covered on the date of your accident (as set forth above).

**Table of Covered Losses and Benefit Amounts**

Accidental Death and Dismemberment Benefits are paid in accordance with the following table of Covered Losses:

<b>Covered Losses (Subject to Exclusions)</b>	<b>Benefit Amounts</b>
<i>Life</i>	<i>Full Amount</i>
<i>A hand</i>	<i>One-half of the Full Amount</i>
<i>A foot</i>	<i>One-half of the Full Amount</i>
<i>Sight of an eye</i>	<i>One-half of the Full Amount</i>
<i>Any combination of a hand a foot or sight of an eye</i>	<i>Full Amount</i>
<i>Speech and hearing</i>	<i>Full Amount</i>
<i>Speech or hearing in both ears</i>	<i>One-half of the Full Amount</i>
<i>Quadriplegia</i>	<i>Full Amount</i>
<i>Paraplegia</i>	<i>Three-quarters of the Full Amount</i>

**DEPENDENT DEATH BENEFIT**

If your spouse or one of your eligible children (after 30 days from birth) die from any cause, the Plan will pay a death benefit to you (the “Dependent Death Benefit”) if you are eligible at the time of your dependent’s death. In the event you do not survive your dependent, the Dependent Death Benefit will be paid to the executor of your dependent’s estate.

The amount of the Dependent Death Benefit payable to you, if any, is based upon a percentage of your Life Insurance Benefit Covered Amount (see above) when your dependent dies. Below is the schedule of benefits:

**LIFE INSURANCE BENEFIT OPTIONS ONE AND TWO**

Spouse.....the lesser of \$10,000 or 50% of the Participant’s Life Insurance Benefit Covered Amount

Child.....the lesser of \$7,500 or 50% of the Participant’s Life Insurance Benefit Covered Amount

**LIFE INSURANCE BENEFIT OPTION THREE**

Spouse.....the lesser of \$5,000 or 50% of the Participant’s Life Insurance Benefit Covered Amount

Child.....the lesser of \$5,000 or 50% of the Participant’s Life Insurance Benefit Covered Amount

## **LIFE INSURANCE BENEFIT OPTION FOUR**

No Dependent Death Benefit.

For example, if you were in Benefit Option One and your Life Insurance Benefit Covered Amount was \$10,000 at the time of your spouse's death, you would be paid a Dependent Death Benefit of \$5,000 (the lesser of \$10,000 or 50% of \$10,000) if your spouse died. In this example, you also would receive a Dependent Death Benefit of the maximum amount of \$5,000 for the death of an eligible child.

If a dependent is eligible for both the Dependent Death Benefit and the Participant Life Insurance Benefit, the Plan will issue a payment to the Beneficiary designated for the Participant Life Insurance Benefit and no payment will be made under this Dependent Death Benefit. Should both parents be eligible as participants, there will only be one benefit payable for the death of an eligible child, and it will be calculated as the greater of the benefits payable based upon the schedule above for each parent.

## **ELIGIBILITY FOR BENEFITS**

Eligibility for the benefits described in this booklet is determined by the Fund in accordance with the Fund's Eligibility Rules, which are contained in the General Eligibility & ERISA Rights Information booklet provided by the Fund. Your benefits will become effective on the date you have met the eligibility requirements set forth by the Fund and end when you no longer meet the eligibility requirements.

### **Increases in Amount of Life Insurance and Accidental Death and Dismemberment Benefits (Employee Only)**

Your class on the date you become covered under the Plan will determine your benefits on that date. If your class changes, your benefits will be those for your new class. Any increase in your benefits will take place on the date of change in your class.

### **When You Retire**

No Life Insurance, Accidental Death and Dismemberment or Dependent Death Benefits are provided under this Plan on or after the day you retire.

## **FUTURE OF THE PLAN**

It is hoped that this Plan will be continued indefinitely, but the Board of Trustees of the Fund reserves the right to change or terminate this Plan and the terms of the Life Insurance, Accidental Death and Dismemberment and/or Dependent Death Benefits in the future at any time in its sole discretion.

**NOTE:** Please see the Fund's General Eligibility & Rights Information SPD booklet for the information about the Fund and these benefits that is required to be disclosed under 29 CFR 2520.102-3.