

# Seattle Police Relief Association

## Supplemental Medical Plan 4053C (for Dependents of Retired SPRA Members)

### SUMMARY PLAN DESCRIPTION

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If you have questions about specific benefit provisions or limitations, please contact the Seattle Police Relief Association Office or Healthcare Management Administrators. The address and phone numbers are in this brochure.

## **SUPPLEMENTAL MEDICAL PLAN 4053C**

The Seattle Police Relief Association (the “Association” or “SPRA”) hereby establishes The SPRA Supplemental Medical Plan C, effective February 15, 1994 (the “Plan”). The purpose of the Plan is to promote the health and welfare of all covered persons through supplemental medical, vision, and prescription drug benefits. The Plan reimburses:

- (1) your co-insurance and prescription expenses for which you are responsible under our primary insurance plan, to a maximum of \$750.00 per person per calendar year;
- (2) your deductibles to a maximum of \$250.00 per person or \$750.00 per family per calendar year; and
- (3) your vision lenses and contact expenses up to the maximum amounts listed in Item 8. Please note: The calendar year is January through December.

This Plan is always supplemental to any other individual or group coverage plan under which a Member may be covered, with the exception of vision benefits which will be considered for payment without regard to any other insurance coverage. Non-eligibility or non-payment of a benefit or claim expense by the individual or group coverage plans will also cause non-eligibility and non-payment by this Plan.

**The following “SUMMARY PLAN DESCRIPTION” contains very important information about your rights under federal law, in the event you decide to purchase the benefits described herein.**

### **SUMMARY PLAN DESCRIPTION**

**1) Name of Plan**

This Plan is known as the SPRA Supplemental Medical Plan C.

**2) Name, address and telephone number of Plan Administrator**

This Plan is administered by a board of trustees, the name, address and telephone number which is:

Board of Trustees  
Seattle Police Relief Association  
2517 Eastlake Avenue East #101  
Seattle, WA 98102  
726-9095 or fax 206-726-8767  
Email: [spra@reliefassociation.org](mailto:spra@reliefassociation.org)  
Website: reliefassociation.org

3) **Identification Numbers**

The Employer Identification Number assigned to the SPRA by the Internal Revenue Service is EIN 91-0403365.

The Plan Number is 501.

4) **Type of Plan**

This Plan can be described as a self-insured welfare benefit plan providing supplemental medical, vision and prescription drug benefits. This Plan is a voluntary plan, available to members as described in Item 6.

5) **Name and address for agent for service of process**

Each member of the Board of Trustees is an agent for purposes of accepting service of legal process on behalf of the Plan. The address for all of the Trustees is c/o the Seattle Police Relief Association, 2517 Eastlake Avenue East #101, Seattle, WA 98102. The Trustees names and titles are as follows<sup>1</sup>:

Jim Dermody, President	Rob Blanco, Vice President
Walt Hayden, Secretary/Treasurer	Shane Anderson
Robert Besaw	Debra Brown
Bryan Grenon	Brian Lundin
Aaron Sausman	Peter Schrantz
Frances Smith	Paul Suguro

6) **Participation and eligibility**

- a) **Member Definition:** The SPRA Bylaws govern membership in the Association. A Member is a qualifying regular member of the SPRA who is retired on or subsequent to the effective date of this Plan.
- b) **Dependent Definition:** A Dependent is: (1) The lawful spouse of an eligible member or deceased member; or (2) An eligible member's child(ren) from the child(ren)'s date of birth to age 26.

The term child(ren) also includes any adopted child or stepchild.

If both parents of an eligible dependent child are eligible members then the child is considered an eligible dependent of one member only.

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<sup>1</sup> To request the most current list of SPRA Trustees please call or write the SPRA Office.

- c) Qualified Medical Child Support Orders: Participants and beneficiaries can obtain without charge, a copy of such procedures from the Plan Administrator.

In no event will the term eligible dependent include a domestic partner, a person who is an eligible member, or a person who is on active full-time military duty.

7) **Benefits**

Benefits will be paid under the Plan according to the following schedule:

**SCHEDULE OF BENEFITS**

**Categories of Expenses:**

**SPRA Reimburses You:**

**Eligible Medical Expenses Including:**

Remaining 20% of Eligible Medical Expenses<sup>2</sup> not paid under your primary individual or group insurance plan up to \$750.00 per person per calendar year.

- Physician Services
- Hospital Services
- Prescriptions
- Chiropractic Care (10 visits)
- Ambulance
- Physical Therapy
- Mental Health
- Alcohol/Chemical Dependency

**Vision Expenses:**

Single Vision Lenses	\$20.00 per lens per calendar year
Bifocals	\$30.00 per lens per calendar year
Trifocals	\$40.00 per lens per calendar year
Lenticular	\$65.00 per lens per calendar year
Contacts Lenses	\$20.00 per lens per calendar year
Aphakia & correction to 20/70	\$100.00 per lens per calendar year
Frames	\$30.00 every two calendar years

**Medical Deductibles:**

Actual deductible paid, not to exceed \$250.00 per person or \$750.00 per family per calendar year.

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<sup>2</sup> Eligible Medical Expenses covered under this Plan are based on the definition of Eligible Medical Expenses under the individual or group coverage plan which this Plan supplements.

**Note:** All vision expenses and deductible reimbursement are separate from (not included in) the \$750.00 medical expense limit described above.

**Lifetime Maximum Benefit:** \$50,000.00

**Please be advised:** Routine, preventive, immunizations, and/or cosmetic care, non-referral, or out-of-network expenses are NOT covered by this Plan. Claims denied by your primary insurance are not covered by this Plan.

**Adding/Deleting Dependents:** To add or delete dependents to the Plan, you must complete the SPRA Enrollment/Change form, which may be obtained at the SPRA office.

**Please note:** There is a limited sign-up period of 60 days for adding newborns and new spouses to this Plan, with the newborn's effective date retroactive to his/her date of birth, and new spouse's effective date retroactive to the date of marriage.

**8) Circumstances which may result in ineligibility or denial of benefits**

Circumstances which may result in disqualification, ineligibility, denial or the loss of benefits include:

- a) failure to pay your SPRA dues;
- b) failure to pay your Supplemental Medical Plan dues;
- c) termination of your membership in SPRA;
- d) fraudulent claim filing; or
- e) modification or termination of the Plan. The Board of Trustees retains the authority to modify or terminate the Plan.

**9) Source of contributions**

Contributions to this Plan are made by members who enroll in the Plan.

**10) Entities used for accumulation of assets and payment of benefits**

The contributions are received and held by the Board of Trustees in SPRA's bank and investment accounts pending the payment of benefits and administrative expenses.

**11) End of Plan year**

The Plan runs from January 1 to December 31.

**12) Procedures to be followed in presenting claims for benefits and remedies**

All claims must first be submitted to your primary individual or group insurance plan. After the claims have been processed by the primary insurance company,

you will receive an Explanation of Benefits form (“EOB”). In order to receive payment from the SPRA Supplemental Medical Plan, you may submit the EOB to:

Seattle Police Relief Association  
Supplemental Medical Plan 4053C  
2517 Eastlake Avenue East #101  
Seattle, WA 98102

206/726-9095 or fax 206/726-8767  
[spra@reliefassociation.org](mailto:spra@reliefassociation.org)

A copy of your claims submissions will be placed in your file and the claims will be forwarded to HMA for payment.

**PLEASE NOTE: There is a 12-month timely filing limitation from the date of service on all claims.**

**13) Statement of legal rights**

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

- Examine without charge at the Plan Administrator’s office, such as work sites, all Plan documents and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports (form 5500) and Plan descriptions.
- Obtain copies of all Plan documents, including the annual report (form 5500), and other Plan information upon written request to the Plan Administrator at the SPRA office. SPRA may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each enrollee with this summary financial report.
- Continue supplemental health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents will have to pay for such coverage.
- Review this Summary Plan Description and the rules governing your federal continuation coverage (COBRA) rights.

- Reduce or eliminate exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your federal continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to pre-existing condition exclusions for up to 12 months (and up to 18 months for late enrollees) after your enrollment date in your coverage.

In addition to creating rights for Plan enrollees, ERISA imposes obligations on the persons who are responsible for the operation of the benefit Plan. These persons are referred to as “fiduciaries” in the law. Fiduciaries must act solely in the interest of the Plan enrollees and they must exercise prudence in the performance of their Plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the Plan. No one, including your employer, may fire you or otherwise discriminate against you to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done and to receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim. Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to \$110 a day until you receive the materials unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is ignored or denied in whole or in part, you have the right to a hearing before the Board of Trustees, provided you make such a request within 181 days after learning of the denial. The trustees will conduct a hearing during which you may present your position and any evidence in support thereof. You may be represented at the hearing by an attorney or by any other representative of your choice. Thereafter, the Trustees shall issue a written decision affirming, modifying or setting aside the former decision no later than five days after the benefit determination related to the hearing is made. If you exhaust the claims and appeal procedure, you may bring an action in federal court pursuant to ERISA Section 502 (A). In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan Administrators misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who

should pay the court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim frivolous).

If you have any questions about this statement or your rights under ERISA or if you should need assistance obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, 300 Fifth Avenue, Suite 1050F, Seattle, Washington 98104, phone (206) 757-6781 or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. If you should have any questions about your plan, you should contact the Seattle Police Relief Association.

### **RESERVATION OF RIGHTS**

Although the Trustees hope to provide benefits for the indefinite future, the Trustees nonetheless reserve the right and power to adjust benefit levels up or down, and to terminate the Plan. Such adjustments or termination could apply to current as well as future retirees. In case of termination, plan assets will be distributed to plan participants according to IRS rules.