

AMENDMENT NO. 11 TO THE PLAN DOCUMENT  
OF THE  
SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST

Effective May 1, 2019, the Plan document of the San Diego Electrical Health & Welfare Trust is hereby amended as follows:

1. The term: "Usual, Customary and Reasonable" shall be deleted from the Plan. Additionally, the term: "Allowable Charge(s)" shall be revised in its entirety as follows:

**"Allowed charge/ Allowable Charge(s):** means the amount this Plan allows as payment for **Eligible Expenses**. The allowed charge amount is determined by the Plan Administrator or its designee to be the lowest of:

- a. With respect to an PPO network provider, the fee set forth in the agreement between the PPO network and the provider; or

- b. With respect to a non-network provider, the amount the Plan has determined it will allow for **Eligible Expenses** provided by non-contract Providers as determined by the Plan's PPO based on appropriate and reasonable charges for the services in the geographical area where the services are provided. Non-contract Providers' bills often exceed the Plan's Allowed Charge, and in such cases the Plan's benefits will be based on the Allowed Charge, not the non-Contract Providers billed rate. The Plan reserves the right to have the billed amount of a claim reviewed by an independent medical review firm to assist in determining the Allowed Charge for the submitted claim. When using non-Contract Providers the **Covered Person** is responsible for any difference between the actual billed charge and the Plan's Allowed Charge, in addition to any Copayment and percentage coinsurance required by the Plan; or

- c. For a PPO provider whose network contract stipulates that they do not have to accept the network discount for claims involving a third party payer, including but not limited to auto insurance, workers' compensation or other individual insurance or where this Plan may be a secondary payer, the allowed charge amount under this Plan is the discounted fee that would have been payable by the Plan had the claim been processed as a PPO network provider claim; or

- d. The Provider's actual billed charge.

2. The term "Eligible Expenses" shall be revised as follows:

**"Eligible Expenses"** means charges that do not exceed the Plan's Allowable Charges in the case of non-contract providers, or which are the negotiated charge for PPO providers for Medically Necessary services and supplies for a non-

occupational illness or injury. Eligible Expenses include only those charges incurred by a **Covered Person** while eligible for benefits under this Plan. An Eligible Expense is considered to be incurred on the date the service or supply is rendered or obtained, not on the date the charge is billed.

3. The amount payable for orthodontic services in subparagraph 2 of Section XVIII. DELTA DENTAL BENEFITS Orthodontic Services section of the Plan shall be revised as follows:

“2. Delta Dental will pay 50% of the lesser of the Allowed charge/ Allowable Charge or the fees actually charged for orthodontics.”

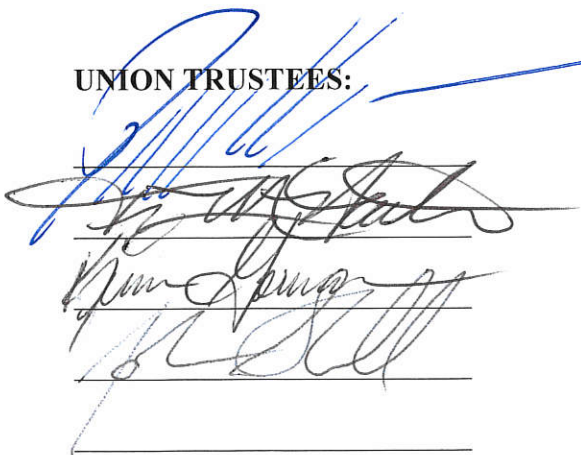
Additionally, the schedule of dental benefits subparagraph 1 of the schedule of Dental Benefits shall be revised as follows:

“Allowed charge/allowable charge(s). Up to the maximum of \$2,000.00 per calendar year. However, pediatric dental services deemed as essential health benefits by the Depart of Health and Human Services shall not be subject to the \$2,000 annual limit.

EXCEPT AS HEREIN AMENDED, THE PLAN DOCUMENT OF THE SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS THEREOF, the Board of Trustees has caused this Amendment to the Plan Document to be signed this 21<sup>st</sup> day of May 2019 to be effective May 1, 2019.

**UNION TRUSTEES:**



Handwritten signatures of three Union Trustees in blue ink, each written over a horizontal line.

**EMPLOYER TRUSTEES:**



Handwritten signatures of three Employer Trustees in blue ink, each written over a horizontal line.