

**AMENDMENT NO. 3 TO THE PLAN DOCUMENT
OF THE
SAN DIEGO ELECTRICAL HEALTH AND WELFARE TRUST**

The Plan Document of the San Diego Electrical Health & Welfare Trust is hereby amended by replacing the entire Sections on Basic Life Insurance, Accidental Life and Dismemberment and Supplemental Life insurance Benefits due to a change in life insurance carriers to Metlife as follows:

SECTION I. BASIC LIFE INSURANCE BENEFITS (FOR ONLY PLAN A PARTICIPANTS)

Basic life insurance benefits are provided to all **Covered Employees and Dependents** through a contract between an insurance carrier and the **Trust**. Upon receipt of proof of the death of the **Covered Employee** or a **Covered Dependent** the life insurance carrier selected by the **Trustees** shall pay the applicable amount of basic life insurance, and/or accidental death and dismemberment coverage applicable to only a **Covered Employee**, specified in the Schedule of Benefits and any additional amount purchased by the **Covered Employee** in the form of supplemental life insurance benefits for the **Covered Employee** or a **Covered Dependent** in effect at the time of their death. Any sum(s) payable as a death claim shall be paid in accordance with the terms of such policy, subject to the Claim Review Procedures contained in this **Plan**.

If a **Covered Employee** becomes totally disabled, as defined in the policy, prior to age 65 and subject to a 9 month waiting period, the basic life insurance benefit and accidental death and dismemberment benefit will be continued at no cost to the **Covered Employee** so long as they remain totally disabled or until their 70th birthday. Further, if a **Covered Employee** or **Covered Dependent** becomes totally disabled, as defined in the policy, prior to age 60 and subject to a 9 month waiting period, their in force supplemental life insurance benefits will be continued at no cost to the **Covered Employee** so long as they remain totally disabled or until their 70th birthday. Proof of total disability must be submitted to the **Trust's** Administrative Manager and approved by the insurance carrier, subject to the Claim Review Procedures contained in this **Plan**.

SECTION II. SUPPLEMENTAL LIFE INSURANCE (FOR ONLY PLAN A PARTICIPANTS)

In addition to the basic life insurance coverage, optional supplemental term life insurance is also available to **Employees** covered under **Plan A**. ~~Covered Employees who are under age 70~~ may apply to the insurance carrier for the following benefit amounts during each annual enrollment period:

- Covered Employee:** Benefit amounts are \$25,000, \$40,000, \$100,000 or \$200,000; and
- Covered Spouse:** Benefit amounts are \$10,000, \$20,000 or \$50,000 and are limited to 50% of the **Covered Employee's** supplemental term life benefit; and/or
- Covered Child(ren):** \$10,000 per child at least 6 months of age and up to age 26. A benefit of \$1,000 is applicable to children between 15 days and 6 months of age.

Guaranteed Issue - Applicants who are under age 60 and apply for the following optional supplemental term life insurance benefit amounts during the annual enrollment period immediately following the date the applicant first becomes covered by **this Plan** are not required to complete a medical questionnaire, nor can their application be denied by the carrier:

- Covered Employee:** \$25,000 and \$40,000;
- Covered Spouse:** \$10,000 and \$20,000; and
- Covered Child(ren):** \$10,000 per **Child** up to age 26.

Effective Date of Supplemental Life Insurance Coverage - It will be possible to apply for any of the above supplemental term life options only in conjunction with the annual enrollment period. All timely applications for benefit amounts which are not subject to approval by the insurance carrier will become effective January 1st of each year. All other applications will become effective the later of the January 1st following the annual enrollment period or the first day of the month following the Trust Office's receipt of the insurance carrier's approval.

In no event will any supplemental term life insurance coverage go into effect if, on the date such coverage is to become effective, the **Covered Person** is **Disabled**. This restriction will remain in effect until the **Covered Person** is no longer **Disabled**. Further, this restriction is applicable even if the insurance carrier had previously approved the **Covered Person's** application for a non-guaranteed issue benefit.

Premium - The premium charge for each form of supplemental term life insurance will be converted to a cost, in hours-per-month, which will be added to the **Covered Employee's** monthly cost of coverage for as long as such coverage remains in effect.

- (a) Premiums for **Employees** and **Spouses** are calculated by applying the insurance carrier's cost per \$1,000 for each designated age bracket
- (b) The premium for children's coverage is a flat amount, regardless of the number of **Dependent Children** to be covered.

To the extent required by law, the imputed value of supplemental group term life insurance exceeding \$40,000 per month for the **Covered Employee** and all such coverage for **Covered Spouse's** and/or **Covered Children** will be considered taxable income to the **Covered Employee** for which the **Covered Employee** will receive a Form 1099 reflecting the gross imputed value for each calendar year.

SECTION III. ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT (FOR ONLY PLAN A PARTICIPANTS)

If a **Covered Employee** and/or a **Covered Dependent** suffers **Accidental Bodily Injury**, directly and independently of all other causes, which directly results in any of the specific losses described below within 365 days after the date of the accident causing the loss, the insurance carrier selected by the **Trustees** shall pay the benefits set forth below, subject to the limitations and provisions of the policy. Written proof of loss must be filed with the Trust Office or insurance carrier within 90 days from the date the **Employee** becomes aware of such a loss. If more than one such loss is sustained as a result of the accident, payment shall be made for only the one loss for which the largest amount is payable, and no loss sustained prior to such accident will be included in determining the amount payable.

- A. **Accidental Death**. For loss of life, the Principal Sum amount specified in the Schedule of Benefits is payable to the designated Beneficiary.
- B. **Dismemberment**. Benefits for dismemberment are payable by the insurance carrier subject to the limitations and provisions of the policy, for any injury occurring on or off the job within 365 days of the accident as follows:
 - 1. The Principal Sum specified in the Schedule of Benefits is payable for the loss of: both hands; both feet; one hand and one foot; one hand or one foot and the sight of one eye; the sight of both eyes; or loss of speech and hearing.
 - 2. One-half of the Principal Sum specified in the Schedule of Benefits is payable for the loss of one hand or one foot, the entire sight of one eye; or loss of speech or hearing.

3. One-quarter of the Principal Sum specified in the Schedule of Benefits is payable for the loss of the thumb and index finger of the same hand.

Definitions. Loss of sight means entire and irrecoverable loss of sight. Loss of a hand means severance of the hand at or above the wrist. Loss of a foot means severance of the foot at or above the ankle. Loss of a thumb and index finger means the severance of both through or above metacarpophalangeal joints. Loss of speech means entire and irreversible loss of speech. Loss of hearing means entire and irreversible loss in both ears.

- C. **Paralysis Benefit.** Benefits for the following types of paralyzes, resulting from an injury to a **Covered Person** which commences within 365 days of the date of the accident which directly caused the injury, the insurance carrier will pay the percentage of the principal sum shown below:

<u>Paralysis</u>	<u>Percentage of Principal Sum</u>
Quadriplegia	100%
Paraplegia	50%
Hemiplegia	50%
Uniplegia	25%

Definitions. Quadriplegia means the complete and irreversible paralysis of both upper and lower limbs; Paraplegia means the complete and irreversible paralysis of both lower limbs; Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of one side of the body; Uniplegia means the complete and irreversible paralysis of one limb; Limb means an entire arm or entire leg.

If the **Covered Person** suffers more than one type of paralysis as a result of the same accident, only the largest of the benefits payable for injuries pertaining to that accident will be paid. Further, the amount of their benefit will be reduced by any amount paid for accidental dismemberment under the policy to or on behalf of the **Covered Person** as a result of the same accident.

- D. **Coma Benefit.** When injury renders a **Covered Person** comatose within 90 days of the date of the accident which caused the injury, and such coma has continued for a period of 12 consecutive months, the insurance carrier will pay the principal sum less any amount paid or payable to or on behalf of the **Covered Person** under the policy as the result of the same accident, at the rate of 1% per month for 60 months.

Definition. Coma/comatose, for the purpose of their benefit, means a profound state of unconsciousness from which the **Covered Person** cannot be aroused to consciousness, even by powerful stimulation, as determined by a **Physician**.

- E. **Seat Belt Benefit.** The insurance carrier will pay a benefit of an additional 10% of the principal sum, up to a maximum of \$25,000, if the **Covered Person** suffers accidental death such that an accidental death benefit is payable, for an accident occurring while operating or riding as a passenger in a private passenger automobile and the **Covered Person** was wearing a properly fastened, original, factory-installed seat belt or a replacement seat belt installed by an authorized auto repair facility.

3. One-quarter of the Principal Sum specified in the Schedule of Benefits is payable for the loss of the thumb and index finger of the same hand.

Definitions. Loss of sight means entire and irrecoverable loss of sight. Loss of a hand means severance of the hand at or above the wrist. Loss of a foot means severance of the foot at or above the ankle. Loss of a thumb and index finger means the severance of both through or above metacarpophalangeal joints. Loss of speech means entire and irreversible loss of speech. Loss of hearing means entire and irreversible loss in both ears.

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If the **Covered Person** suffers more than one type of paralysis as a result of the same accident, only the largest of the benefits payable for injuries pertaining to that accident will be paid. Further, the amount of their benefit will be reduced by any amount paid for accidental dismemberment under the policy to or on behalf of the **Covered Person** as a result of the same accident.

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Verification of the actual use of the seat belt, at the time of the loss, must be part of an official report of the accident or certified in writing by the investigating officer(s).

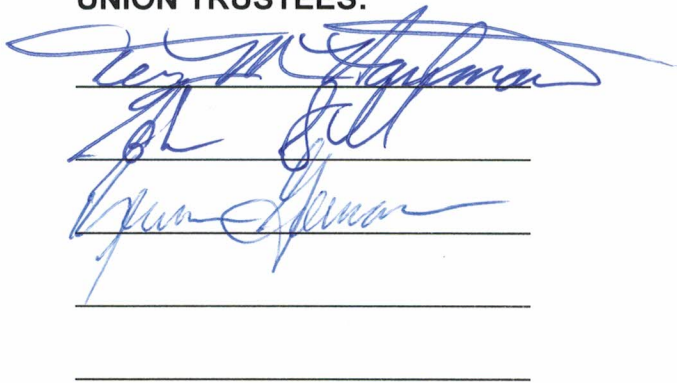
Limitations: Total payment for any one accident may not be more than the full amount of the basic life insurance coverage. The loss must take place within 365 days from the date of the accident. No benefits shall be payable if the **Covered Employee's** loss shall directly result from: (1) intentionally self-inflicted injury or suicide; (b) bacterial infections (except pyogenic infections occurring simultaneously with and in consequence of **Bodily Injury** for which accidental death or dismemberment benefits are payable); (c) physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; (d) committing or attempting to commit a felony; (e) war, whether declared or undeclared, or insurrection, rebellion or riot; (f) service in the armed forces of any country or international authority; (g) driving a vehicle or operating another vehicle while intoxicated; (h) voluntary ingestion or use by any means of; 1) any drug, medication or sedative, unless it is: taken or used as prescribed by a physician, or an "over the counter" drug, medication or sedative, taken as directed; 2) alcohol in combination with any drug, medication or sedative; or 3) poison, gas or fumes; or (i) travel or flight as a pilot or crew member in any kind of aircraft.

Adherence to Policy Provisions: In that all policy provisions could not be incorporated into this Section of the **Plan** all Basic Life Insurance, Accidental Death and Dismemberment and/or Supplemental Life Insurance benefits provided under the group life policy shall be payable in accordance with the actual terms and provisions of the group life policy. Any discrepancy between the policy and the Plan Document shall be resolved by applying the actual terms and provisions of the group life policy in effect as of the date of loss.

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 22nd day of March 2018 to be effective April 1, 2018.

UNION TRUSTEES:



EMPLOYER TRUSTEES:

