

AMENDMENT NO. 7
TO THE
SAN DIEGO ELECTRICAL HEALTH & WELFARE TRUST
PLAN DOCUMENT
(Revised & Restated January 1, 2012)

The Right of Recovery provision in the GENERAL PROVISIONS section of the San Diego Electrical Health & Welfare Trust Plan Document shall be amended in its entirety as follows:

Right of Recovery--The right to receive benefits under this **Plan** is limited solely to the **Eligible Expenses** covered by this **Plan** as qualified by the Coordination of Benefits provisions. The **Trust** shall have the right to recover the amount of any and all excess benefits paid to or on behalf of a **Covered Person** or paid to any **Provider**; or the right to recover the amount of any benefits paid in error or paid because the information contained in a proof of claim is misrepresented or erroneously presented by either the **Covered Person** or the **Provider**; or the right to recover any amounts paid by the **Plan** due to fraud or misrepresentation of material information by the **Covered Person** or the **Provider**; and the right to recover the amount of all benefits paid to or on behalf of a person who is no longer eligible to receive such benefits.

A. Remedies Available. Liability to the **Trust** is joint and several. The **Plan** shall have the right to recover any payments due to the **Trust** directly from either the **Covered Person** and/or the **Provider**. The **Plan** shall also have the right to recover any payments, and to satisfy this obligation by withholding all future benefit payments, on behalf of each of the following persons:

(1) The **Covered Person**;

(2) The **Covered Employee** or **Covered Retiree**, if the **Covered Person** is a

Covered Dependent; or,

(3) Any **Covered Dependent**, if the **Covered Person** is a **Covered Employee** or **Covered Retiree**.


B. Notice of Claim. The **Trustees** shall send written notice to the **Covered Person**, and to the **Covered Employee** or **Covered Retiree** if the **Covered Person** is a **Covered Dependent**, of the determination of the amount of any payments due to the **Trust** and the reason(s) for such determination. The **Trustees** shall also send written notice to the **Provider** where applicable. If either the **Covered Employee**, **Covered Retiree** or **Covered Dependents** disagree with that determination an appeal may be filed in accordance with the Claim Review Procedures.

C. Enforcement. If no appeal is filed, the decision of the **Trustees** will become final and binding and may be enforced as an arbitration award pursuant to California Code of Civil Procedure, Title 9, Chapter 4, Sections 1285, et seq.

D. Damages. In any action brought by the **Plan** to enforce an award the **Trust** shall be entitled, as a part of any recovery under this Section, to recover the full amount of all peer review expenses, medical investigation charges, auditors' fees incurred and to reasonable attorney's fees and costs pursuant to Section 502(g)(1) of **ERISA** and the terms of this **Plan**.

IN WITNESS THEREOF, the Board of Trustees has caused this Amendment to the Plan Document to be signed this 26th day of March 2013 to be effective April 1, 2013.

UNION TRUSTEES:



EMPLOYER TRUSTEES:

