

**AMENDMENT NO. 21 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 modifying Sections A and B within the "Co-ordination of Benefits" provisions under "General Provisions" as follows:

Coordination of Benefits--All self-funded medical benefits provided under the **Trust Medical Benefits** are subject to the following provisions and limitations.

A. Definitions (for Coordination of Benefits Section only)

- (1) Group Plans--The term "Group Plan" means any of the following plans which provide benefits or services for or by reason of medical care or treatment:
  - (a) Blanket Group Coverage. Blanket Group Coverage includes all group or group subscriber contracts as well as group-type contracts, which are not available to the general public and can be obtained and maintained only because of the **Covered Person's** membership in or connection with a particular group or organization;
  - (b) Governmental Programs. Governmental Programs include any coverage required or provided by any statute including, but not limited to, Champus, Champ VA and Part A and Part B of Medicare;
  - (c) Prepaid Plans. Prepaid Plans include coverage provided under a hospital or medical service plan, Health Maintenance Organization or other prepayment coverage provided on a group basis; or
  - (d) Employee Benefit Plans. Employee Benefit Plans include any group labor-management trusteed plan, union plan, group association plan, employer organization plan or employee benefit organization plan.
- (2) Private Plans--The term "Private Plans" means any individual liability policy or contract required by law to the extent there is any form of medical expense benefits paid or payable, irrespective of whether such coverage was in effect at the time of loss.

- (3) Automobile, Craft or Vehicle Insurance--In many States owners of private motor vehicles or crafts are required to obtain automobile insurance or "No-Fault" automobile insurance covering their vehicles. Benefits payable under this **Plan** will be secondary to any medical expense benefits which a **Covered Person** has, or could have, received from their insurance and/or personal injury protection coverages as may be required by law, without regard to any deductible which may be in effect and without regard to the purchase of such insurance by, or on behalf of, the **Covered Person**. Accordingly, if a **Covered Person** fails, for any reason whatsoever, to obtain and maintain the minimum amount of insurance as required by law, or if a deductible is included under such insurance coverage, the **Plan** shall pay benefits as if the **Covered Person** had such insurance coverage in effect at the time of loss with no deductible.
- 4) Student Accident Insurance -- The term "Student Accident Insurance" refers to any individual or group medical insurance policy covering a **Dependent Child** as other than a dependent for an accident, injury or an event requiring immediate and/or future medical services. With respect to a **Dependent Child's** participation in sporting events this term will recognize their participating in, practicing for, and/or traveling to/from any organized individual or team sporting event while representing an educational institution and/or to any individual or group insurance policy covering a **Dependent Child** as other than a dependent participating in an All-Star or traveling sports team that may not be representative of, or sponsored by, an educational institution.

Further, if an insurance policy covering an automobile or any other craft or vehicle, including air or water craft, or a Student Accident insurance policy, provides that coverage for medical expense benefits is applicable on an "excess" basis only then there would be no benefits payable by this **Plan** until such time as the maximum amount of medical expense benefits payable under said policy have been paid on the same premise as if this **Plan** did not exist.

- B. Effect on Benefits. This provision shall apply in determining the benefits due a person covered under this **Plan**, or any other medical insurance policy as other than a dependent, for any **Plan Year** if the sum of the benefits that would be payable under this **Plan**, in the absence of Coordination of Benefits, and the benefits that would normally be payable under all other plans and/or automobile, craft, vehicle or a Student Accident insurance policy would exceed 100% of the **Eligible Expenses** actually incurred.

When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered shall be deemed to be both an **Eligible Expense** and a benefit paid.

This **Plan** shall not be required to determine the existence of any other plan or automobile, craft or vehicle, or Student Accident insurance policy(ies), or the amount of benefits payable under any plan or automobile, craft or vehicle, or Student Accident insurance policy(ies) other than this **Plan**. The payment of benefits under this **Plan** shall be affected by the benefits payable under other plans or automobile, craft, vehicle or a Student Accident insurance policy. The **Covered Person** must furnish this **Plan** with information concerning the existence of such other plan(s) or automobile, craft, vehicle or a Student Accident insurance policy by the Employer, any insurance company, organization or **Covered Person**.

- (1) As to any **Plan Year** to which this provision is applicable, the benefits that would be payable under this **Plan**, in the absence of Coordination of Benefits, for **Eligible Expenses** shall be reduced to the extent necessary so that the sum of (a) such reduced benefits and (b) all the benefits paid or payable for such **Eligible Expenses** under all other Group Plans, Private Plans and/or automobile, craft, vehicle or a Student Accident insurance policy shall not exceed the total of such **Eligible Expenses**.

In the event a **Covered Spouse** or a **Covered Dependent Child** is in any way entitled to group medical-hospital benefits through their employer or another group affiliation, which would have been their primary source of coverage if said coverage was in effect at the time **Covered Expense** was incurred, if the **Covered Spouse** or a **Covered Dependent Child** voluntarily declined or waived such coverage that was available to them at a cost of \$100 per month or less per month or if they receive any form of compensation in return for waiving such coverage then there will be no medical-hospital benefits coverage under this **Plan** for any **Eligible Expenses** related to the claim(s) incurred by the **Covered Spouse** or a **Covered Dependent Child** that would have otherwise been the primary responsibility of the group coverage that was declined or waived. This exclusion shall also apply to all **Covered Dependent Children** if they would have been included under the **Spouse's** medical-hospital benefits coverage on a primary basis at a cost of \$100 or less per month (inclusive of the **Spouse's** coverage) to the **Covered Spouse**.

However, if the **Covered Spouse's** or **Covered Dependent's** employer requires all eligible employees to purchase their group medical coverage instead of providing group medical coverage to all eligible employees, and the employer provides an amount of compensation that may be applied toward the cost of their group medical coverage, in the event the cost to the **Covered Spouse** or **Covered Dependent** for the least expensive group medical coverage available to them exceeds the full amount of said compensation by more than \$100 per month then this exclusion will not be applicable. Further, in an instance where the **Plan** will not provide group medical-hospital benefits to a **Covered Spouse** or **Dependent Child** due to the above provision they will continue to be eligible for dental, vision, MAP and supplemental life insurance benefits otherwise available under the **Plan** to a **Covered Dependent**.

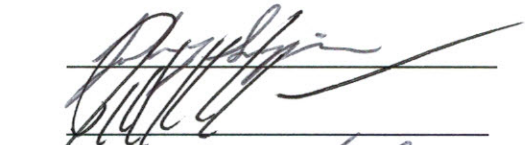

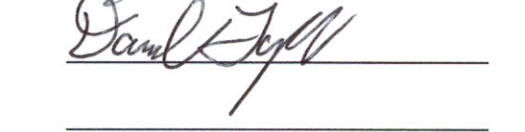
- (2) If another Group Plan, Private Plan and/or automobile, craft or vehicle insurance policy insuring or covering the person under this **Plan** contains a non-duplication of medical expense benefits provision which coordinates its benefits with those of this **Plan**, and would determine its benefits after the benefits of this **Plan** have been determined, then the benefits of such other Group Plan, Private Plan and/or automobile, craft, vehicle or a Student Accident insurance policy will be considered for the purposes of determining the benefits due under this **Plan**.
- (3) For the purposes of this Section, the rules establishing the order of benefit determination are: (1) The benefits of a Group Plan which covers the **Covered Person** on whose expense claim is based other than as a dependent, shall be determined before the benefits of a Group Plan which covers such **Covered Person** as a dependent; (2) For **Covered Children's** expenses where both the mother and father have dependent coverage then the Group Plan of the parent who's birthday falls earlier in the calendar year is primary. For **Covered Children** where the parents are separated or divorced, if there is a court decree that establishes responsibility for medical coverages then that would determine which

Group Plan is primary. Otherwise, the Group Plan covering the parent with custody of the **Covered Children** would be primary. If the parent with custody remarries and the **Covered Children** are covered under the Group Plan of the parent with custody or the step-parent then the Group Plan covering the parent would be primary and that of the step-parent would be secondary. If the **Covered Children** are also covered by the parent who does not have custody, then that Group Plan would be in the third position; (3) Where an **Employee** is simultaneously covered under more than one Group Plan the Group Plan that covers the person as an active employee (or as their dependant) will be the primary plan to a Group Plan that previously covered the employee (or their dependent). This provision will also apply in an instance where the person (or their dependant) remains covered under a former Group Plan in accordance with COBRA Continuation Coverage. (4) When rules (1), (2) and (3) do not clearly establish an order of benefit determination, the benefits of a Group Plan which has covered the person on whose expense claim is based for the longer period of time shall be determined first. Neither a change in the amount or scope of benefits provided by a Group Plan, a change in the carrier insuring or the sponsor of the Group Plan, nor a change from one type of plan to another, would constitute the start of a new Group Plan for purposes of this Section.

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 25 day of September, 2014 to be effective after November 1, 2014.

**UNION TRUSTEES:**

  
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**EMPLOYER TRUSTEES:**

  
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