

**AMENDMENT TO THE
SOUTHERN ILLINOIS LABORERS' & EMPLOYERS
HEALTH & WELFARE FUND SUMMARY PLAN DESCRIPTION**

**SUMMARY PLAN DESCRIPTION A – AMENDMENT #8
SUMMARY PLAN DESCRIPTION C – AMENDMENT #9**

WHEREAS, the Board of Trustees of the Southern Illinois Laborers' & Employers' Health & Welfare Fund may amend the Summary Plan Description ("SPD") pursuant to Article 13 of the Restated Agreement and Declaration of Trust; and

WHEREAS, the Board of Trustees has determined that the following revisions are necessary to clarify and amend provisions of the SPD; and

NOW THEREFORE, effective as of the below referenced dates, the following language revisions and additions are hereby approved and incorporated into the applicable sections of the Plan A and Plan C SPD's:

Article 10 of the SPD for Plan A and Plan C entitled "Coordination of Benefits – Benefit Combining Provisions" is hereby deleted and replaced as follows effective October 1st, 2025:

APPLICABILITY

Coordination of benefits ("COB") applies when a Plan Participant or Dependent has health coverage under one or more Benefit Plan(s), which will pay part, or all, of the expense incurred for an allowable expense.

~~This is done to ensure that the amount of benefits payable for an allowable expense under this Plan and any other benefit Plan will be coordinated so that the aggregate amount paid will not exceed 100% of the expense incurred. In no event will the amount of benefits paid under this Plan exceed the amount that would have been paid if there were no other benefit Plan involved. The terms benefit Plan and this Plan are defined below.~~

When this Plan is secondary, it will pay the same benefits that it would have paid had it paid first, less whatever payments were actually made by the Benefit Plan (or Benefit Plans) that paid primary. In no case will this Plan pay more in benefits for each claim as it is submitted that it would have paid had it been the Plan that paid primary, regardless of whether a claim is filed with the primary Benefit Plan. This means that when this Plan is secondary, this Plan will maintain and apply this Plan's deductibles, coinsurance and exclusions. As a result, when this Plan is secondary, you may not receive the equivalent of 100% coverage of the total cost of the claim expenses.

If COB applies, the order of benefit determination rules should be looked at first. Those rules determine when the benefits of this Plan are determined either before or after those of another ~~B~~benefit Plan are determined. The benefits of this Plan:

1. Shall not be reduced when under the order of benefit determination rules, this Plan determines its benefits before another ~~B~~benefit Plan; but
2. May be reduced when under the benefit determination rules, another ~~B~~benefit Plan determines its benefits first.

This reduction is further described in EFFECT ON BENEFITS section set forth below.

DEFINITIONS

“**Allowable expense(s)**” means any reasonable, necessary, and customary expenses incurred while covered under this Plan, part or all of which would be covered under this Plan. Allowable expenses(s) do not include expenses contained in the “Exclusions” sections of this Plan.

~~When this Plan is secondary, “allowable expense” will include any Deductible or Coinsurance amounts not paid by the other benefit Plan.~~

When this Plan is secondary “allowable expense” shall not include any amount that is not payable under the primary **Benefit** Plan as a result of a contract between the primary **Benefit** Plan and a provider of service in which such provider agrees to accept a reduced payment and not to bill the Plan Participant or covered **Dependent person** for the difference between the provider’s contracted amount and the provider’s regular billed charge.

Claim Determination Period – means a Plan Year. However, it does not include any part of a year during which a person had no coverage under this Plan.

Benefit Plan - means any Plan, policy or coverage providing benefits or services for, or by reason of medical, dental, or vision care. Such **B**enefit Plan shall include, without limitation:

1. Group, blanket or franchise insurance coverage;
2. Blue Cross, Blue Shield, group practice, individual practice and other pre-payment coverage;
3. Any coverage under a jointly trusted labor-management Plan, union welfare Plans, employer organization Plans or Employee benefit organization Plans;
4. A licensed Health Maintenance Organization (HMO);
5. Any federal, state or local governmental program, including Medicare or coverage required or provided by any statute. This does not, however, include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended from time to time.) Note: for the purposes of this Plan, any person who is covered under Medicare part “A” is also deemed covered under Medicare part “B”;
6. Any Plan or policies funded in whole or in part by an employer, or deductions made by an employer from an Employee’s compensation or retirement benefits;
7. Any coverage for students, other than accident coverage, for which the parent payment pays the entire premium, which is sponsored by, or provided through a school or other educational institution; and
8. Group, group-type and individual automobile “no-fault” contracts or policies, including individual auto insurance coverage on automobiles leased or owned by the employer. This Plan is always a secondary **Benefit** Plan to benefits provided under any “no fault” auto insurance coverage, or mandatory “no-fault” auto insurance act in the state in which the Plan Participant resides.

Each policy, contract or other arrangement for coverage stated above means a separate **B**enefit Plan. Also, if a policy, contract or n arrangement has two parts and COB rules apply to one of the two, each of the parts is construed to mean a separate **B**enefit Plan.

Benefit Plan does not mean non-group Hospital or surgical indemnity Plans or individual or family insurance or subscriber contracts.

This Plan means the Southern Illinois Laborers' and Employers' Health & Welfare Fund.

“Primary” means the Benefit Plan that pays first.

“Secondary” means the Plan that pays second.

ORDER OF BENEFIT DETERMINATION

A. **GENERAL** – When there is a basis for a claim under this Plan and one or more Bbenefit Plan, this Plan is a Secondary Plan unless:

1. The other Bbenefit Plans(s) has rules which coordinate it's benefits with those of this Plan and
2. The rules of both of the other Bbenefit Plan and this Plan require that this Plan be the primary Benefit Plan.

B. **RULES** – The rules establishing the order of benefit determination are as follows:

1. **Employee/Dependent** – The Bbenefit Plan that covers the person as an Employee or non-Dependent, rather than as a Dependent, is primary. The Bbenefit Plan that covers the person as a Dependent is secondary.
2. **Dependent child/parent not legally separated or divorced** – except as stated in item 2i below, when this Plan and another Bbenefit Plan cover the same child as a Dependent of his or her parents:
 - i. The benefits of the Bbenefit Plan of the parent whose birthday falls earlier in the year are primary and determined before those of the Bbenefit Plan of the parent whose birthday falls later in that year; but
 - ii. If both parents have the same birthday, the benefits of the Bbenefit Plan which covered one parent longer, are primary and are determine before those the Bbenefit Plan which covered the other parent the shorter period of time.
3. **Dependent child/parents legally separated or divorced** – If two or more Bbenefit Plan cover a Dependent child of divorced or legally separated parents, benefits for the child are determined in the following order:
 - i. First, the Bbenefit Plan of the parent with custody shall be primary;
 - ii. Then, the Bbenefit Plan of the spouse of the parent with custody of the child;
 - iii. Finally, the Bbenefit Plan of the parent not having custody of the child.

Notwithstanding (i) through (iii), if there is court decree which would otherwise establish financial responsibility for the medical, dental, or other health care expenses with respect to the child, the ~~benefits of a~~ Benefit Plan which covers the child as a Dependent of the parent with such financial responsibility shall be primary and shall be determined before the benefits of any other Bbenefit Plan which covers the child as a Dependent child. The Bbenefit Plan of the other parent shall be the secondary Bbenefit Plan.

4. **Active/inactive Employee** – The Benefit Plan which covers a person as an Employee who is neither laid off nor retired (or as that Employee's Dependent) will be primary over the Benefit Plan that covers the person as a laid off or retired Employee (or as that Employee's Dependent).
5. **Continuation coverage**- If a person whose coverage is provided under a right of continuation pursuant to federal or state law is also is covered under another Benefit Plan, the benefits of the Benefit Plan that covers the person as an active Employee shall be primary and shall be determined before the benefits of the continuation coverage.
6. **Longer/shorter length of coverage** – If none of the above rules determines the order of benefits, the Benefit Plan that covered the Employee the longest is primary.

No coverage of any kind under this Plan shall be afforded to a Participant's Dependent who has medical coverage of any kind under his or her employer's Benefit Plan unless the employer's Benefit Plan provides the same maximum benefit to all its Employees irrespective of the coverage the Employee (or the person of whom he or she is Dependent) may have in another Benefit Plan. Any Dependent of a Participant adversely affected by this provision shall be entitled to appeal to the Board of Trustees for determination of hardship exceptions based upon circumstances beyond the control of said Dependent and the assignment, by the Dependent to the Board of Trustees, of available remedies against the Dependent's employer and/or the employer's Benefit Plan or Insurer.

EFFECT ON BENEFITS

If this Plan is a secondary Plan in accordance with the order of benefit determination rules in this COB provision, the benefits of this Plan will be reduced when the sum of 1 and 2 below, exceed the allowable expenses in a Plan Year.

1. The benefits payable for the allowable expenses under this Plan in the absence of this COB provision; and
2. The benefits payable for the allowable expenses under the other Benefit Plan, in the absence of a similar COB provision, whether or not claim is made.

~~In such event, the benefits of this Plan will be reduced so that they, plus the benefits payable under the other benefit Plan, do not total more than those allowable expenses.~~ When the benefits of this Plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any benefit limit of the Benefit Plan that applies.

RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION

Certain facts are needed to apply these COB rules. The Plan Sponsor has the right to decide which facts it requires. This Plan may, without the consent of or notice to any person, or insurance company, release to or to obtain from any other insurance company or organization or person any information, which this Plan deems necessary for the purpose of this provision. Any person claiming benefits under this Plan must furnish the Plan Sponsor any facts it needs to pay the claim.

RIGHT TO RECOVERY

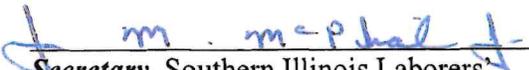
If the amount of payment under this Plan is more that it should have paid under this COB provision, thise Plan Sponsor may recover the excess from one or more of:

1. The person(s) it has paid or for whom m it has paid;
2. Insurance companies; and
3. Other organizations or entities.

IN WITNESS HEREOF, this Amendment has been approved and signed by the Board of Trustees on this 21rd day of May, 2025, to be effective as of the aforementioned date(s).



Chairman, Southern Illinois Laborers'
and Employers Health & Welfare Fund



Secretary, Southern Illinois Laborers'
and Employers Health & Welfare Fund