**Summary Plan Description- The Mutual Benefit Association Insurance Fund**

Plan Name: The Mutual Benefit Association Insurance Fund

Plan Type: 501c(9)- Health and Welfare Plan

Plan Year: Plan Year January 1, thru December 31

Plan Number: 501

Federal Identification Number: 31-0386645

Effective Date of this SPD: January 1, 2018

**Plan Sponsor:**

The Mutual Benefit Association Insurance Fund Trust

C/O James Wilson

2300 Montana Ave

Suite 215

Cincinnati Ohio 45211

Funding: The plans are funded by member contribution and earnings thereon

 **Plan Administration:**

The Mutual Benefit Association Insurance Fund Trust

C/O James Wilson

2300 Montana Ave

Suite 215

Cincinnati Ohio 45211

Named Fiduciary:

The Mutual Benefit Association Insurance Fund Trust

C/O James Wilson

2300 Montana Ave

Suite 215

Cincinnati Ohio 45211

Agent of Service:

Mr. James Wilson- Chairperson

2300 Montana Ave

Suite 215

Cincinnati Ohio 45211

 **Member Eligibility:**

Subject to the provisions of the Constitution and the By-Laws of the Mutual Benefit Association Of the Cincinnati Gas and Electric Company, Cinergy its Successors and Subsidiaries (Association), and upon verification of employment, any active, regular, and full time or part time employee, of the Cincinnati Gas & Electric Company, Cinergy, its Successors and Subsidiaries, who is within the jurisdiction of a chapter of the association and who applied for membership and conforms to the rules may become a member of such Chapter. An application for membership shall be made upon forms provided by the Association, and when approved by the Membership Secretary, shall take effect at the beginning of the next month following the date upon which said application is approved.

Upon sufficient evidence, The Trustees of a Chapter may expel any member for any fraud or imposition practiced by him or her upon the Chapter of which he or she is a member, or for willful failure to abide by the provisions of the Constitution or By-Laws. Thereupon his or her membership shall terminate. However, the member may appeal his or her case, as provided in Article X Section 2 of the By-Laws, to the Board of Directors of the Association whose decision shall be final and binding.

Eligibility ends upon retirement or separation from service. Spouses are not eligible to be members of the plan.

**Member Contributions**

Contributions are payable monthly and shall be deducted from the wages of the members and forwarded to the Treasurer of the Association. Contribution must be deducted from sick benefits when not otherwise available as payroll deductions. No member shall be exempt from the regular payment of contributions in consequences of disability. The form used as application for membership shall contain a request from the applicant to the Payroll Department requesting them to deduct the member’s dues monthly from their paycheck provided applicant is admitted to membership.

If a member is employed by a subsidiary company where payroll deduction is not available, a check for $15 shall be sent to the Membership Director by the end of January for that year’s dues. If a member joins during the course of the year, the dues will be prorated by a $1.25 per month that has elapsed. The membership director will invoice each yearly paying member in December for dues that are payable the following January. If a member for any reason ceases to retain membership, the refund of dues, prorated at $1.25 per month, will be paid to the member starting the month after the membership director receives notification.

Of the monthly contribution of $1.25 per month, twenty five cents will be allocated to the Insurance Fund.

**Member Benefits**

Upon proof of disability as hereinafter defined, a disabled member may receive disability benefits under terms and conditions hereinafter specified, if their disability is not due to causes hereinafter declared to disqualify them from receiving benefits.

Disability benefits shall be paid in accordance with the following schedule:

1. No benefit payment shall be paid for the first seven days of disability. The first day of disability shall be interpreted as the first full day of disability following the onset of the disability or the first full day of work missed. The only exception to this rule is the benefits as noted in paragraphs “b” and "f" of this section.
2. Benefits shall begin on the first day of disability, provided the disability last at least seven (7) days and shall be paid at the rate of $6.00 per day during disability provided, however, that not more than $ 720.00 shall be paid for any one disability.

1. Chronic or recurrent disabilities and/or complications arising therefrom shall be considered the same disability. No member shall receive benefits for any disability or complications thereof for which he or she has already received the maximum benefits of $720.00.
2. The Chapter Secretary and the Benefits Secretary of the association shall check all claims to determine a possible recurrence or a complication arising from a former disability. Any questions that arise from the investigation, the Board of Directors may seek an opinion from a competent medical authority and its decision must be based on this medical opinion.
3. If the Chapter Secretary and the Benefits Secretary of the association decide that a disability is a recurrence or complication of a former disability, all benefits previously paid for that same disability shall be added to the benefits to be paid for the recurrence in determining the maximum benefits of $720.00. Paragraph (a) of this section shall apply for recurrence of a former disability unless the recurrence takes place on or before the third day after the member has returned to work in which case payment shall be resumed on the first day of the recurrence, but no payment shall be made for the days on which the member returned to work.
4. No benefits shall be paid for any disability unless a licensed medical practitioner approves the application. For maternity related off time and for these cases only, the number of days paid is equal to the number of days paid to an individual by the Company.

**Member Forfeiture of Benefits:**

The Chapter Secretary and the Benefits Secretary of the Association must declare the claim of a disabled member to disability benefits forfeited in the following cases:

1. their disability is the result of intemperance, self-inflicted injury, gross negligence, or exposure to danger; or
2. their disability is the result of their immoral or unlawful act; or
3. they decline to permit a physician to make such examinations the Chapter Secretary and the Benefits Secretary of the association may deem necessary to determine whether they are disabled; or
4. whether confined to their home or otherwise, they refuse to comply with the By-Laws and the rules of the Board of Directors; or
5. they make an assignment of their disability benefits, or if their right to such benefits be in any manner alienated; or
6. after being warned, they still neglect to employ reasonable means to aid their recovery; or
7. they fail to make the proper claim for benefits, in writing and on the form provided, within 365 days after returning to work; or
8. their disability occurs within 6 months of the date of their becoming a member and the disability is directly traceable to causes originated before the date of their membership.

**Member Benefits after Termination of Employment:**

A disabled member who ceases to be an employee of the company may receive or continue to receive payment of benefits to the same amount and under the same conditions as if they had continued as an employee; provided, however, that a disabled member who ceases to be an employee and secures remunerative employment elsewhere shall no longer receive benefits hereunder. All persons claiming the benefits of this section must establish their claim in a manner satisfactory to the Board of Directors.

**Payment of Benefits by The Mutual Benefit Association Insurance Fund**

The Mutual Benefit Association Insurance Fund (Plan) shall consist of dues that are collected by payroll deduction or direct payment from the members of the various chapters and forwarded to the Treasurer of the Association. The Plan shall include the Disability Funds and surplus, which shall be used to stabilize the Disability Funds as required. Funds are requested monthly as they are needed by the Benefits Secretary. The monthly request should be determined by the amount of outstanding claims.
In case of a deficit in the Plan resulting in its inability to meet the aforesaid benefit requirement, the benefits will be paid to the member when such funds are accrued by the Plan, and paid in the order the Benefits Secretary receives them. The Plan shall be used for no purpose other than described in this section and the cost associated with its operation.

**Plan Termination**

In case of the dissolution of the Plan assets remaining after the discharge of all liabilities shall be distributed among the existing members proportionate to the total number of full years they have been members of the Association as can best be determined by existing MBA and company records.

**Member Claims Procedure**

Forms of application for membership, forms for proof of disability, and all other forms and blanks required by any Chapter or by the Plan hereunder shall be prescribed and provided by the Board of Directors of the Association. Such forms or blanks as are required by any chapter shall, upon request, be furnished by the General Secretary of the Plan to the Secretary of the Chapter.

**Appeals Process**

All questions and controversies relating to claim for benefits or to the meaning of any rule or By-Law shall be submitted within 60 days of the time of the decision from which an appeal is taken to the General Secretary of the Plan, whose decision shall be made within 60 days from receipt of such appeal and whose decision shall be taken to the Board of Directors within 60 days after notice of such decision to the parties interested. An appeal to the Board of Directors shall be heard by it and decided without further notice within 60 days. The Chairperson of the Board of Directors shall call a special meeting, if necessary, to comply with this provision. The decision of the Board of Directors shall be final and binding on all parties concerned.

 **Statement of ERISA Rights**

As a participant in The Mutual Benefit Insurance Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA):

**Receive Information about Your Plan and Benefits**

1. Examine, without charge, at the Plan Administrator’s office and at other specified locations, all documents governing the plan, a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration
2. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, and copies of the latest annual report (Form 5500 Series), if any, and updated summary plan description. The administrator may make a responsible charge for the copies.
3. Receive a summary of the plan’s annual financial report, if one is required. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the plan. The people who operate the Plan, called “fiduciaries” of the Plan, have the duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

**Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits that is denied or ignored, in whole or part, you may file suit in a state or Federal court. In addition, if it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

**Assistance with Your Questions**

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Disability benefits shall be paid in accordance with the following schedule:

1. No benefit payment shall be paid for the first seven days of disability. The first day of disability shall be interpreted as the first full day of disability following the onset of the disability or the first full day of work missed. The only exception to this rule is the benefits as noted in paragraphs “b” and "g" of this section.
2. Benefits shall begin on the first day of disability, provided the disability last at least seven (7) days and shall be paid at the rate of $6.00 per day during disability provided, however, that not more than $ 720.00 shall be paid for any one disability.
3. Chronic or recurrent disabilities and/or complications arising therefrom shall be considered the same disability. No member shall receive benefits for any disability or complications thereof for which he or she has already received the maximum benefits of $ 720.00
4. The Chapter Secretary and the Benefits Secretary of the Association shall check all claims to determine a possible recurrence or a complication arising from a former disability. Any questions that arise from the investigation, the Board of Directors may seek an opinion from a competent medical authority and its decision must be based on this medical opinion.
5. If the Chapter Secretary and the Benefits Secretary of the Association decide that a disability is a recurrence or complication of a former disability, all benefits previously paid for that same disability shall be added to the benefits to be paid for the recurrence in determining the maximum benefits of $ 720.00 Paragraph (a) of this section shall apply for recurrence of a former disability unless the recurrence takes place on or before the third day after the member has returned to work in which case payment shall be resumed on the first day of the recurrence, but no payment shall be made for the days on which the member returned to work.
6. No benefits shall be paid for any disability unless a licensed medical practitioner approves the application.

For maternity related off time and for these cases only, the seven-day waiting period is waived. The number of days paid is equal to the number of days paid to an individual by the Company