



North Atlantic States Carpenters
Health Benefits Fund

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SUMMARY MATERIAL MODIFICATION

Dear Plan Participant:

On behalf of the North Atlantic States Carpenters Benefits Fund, you are receiving this notice to inform you of changes to your Health Benefits Plan made by the Board of Trustees.

Hearing Aid Benefit

Effective April 1, 2022, TruHearing will be the exclusive provider of hearing aid benefits to participants covered under the Health Fund. TruHearing will supply eligible members and their dependents with access to hearing aids at little to no out-of-pocket cost.

You can find a directory of TruHearing providers near you, additional information regarding available hearing aid benefits, hearing aid pricing examples and a free online hearing screening tool by visiting their website at www.Truhearing.com/carpenters.

To schedule an appointment, you **must** call TruHearing directly at 1-877-760-7681.

At-Home COVID-19 Test Kits

The Health Fund has made at-home COVID-19 test kits available to you at no out-of-pocket cost. Eligible participants can visit an Express Scripts, Inc. participating pharmacy and present their Express Scripts ID card at the pharmacy counter to access free at-home COVID-19 test kits. Eligible participants can receive up to 8 test kits every 30 days. You can also order at-Home COVID-19 test kits from www.express-scripts.com.

COVID-19 test kits purchased from non-participating providers can be reimbursed up to \$12 per kit directly from Express Scripts by submitting a reimbursement request and your receipt to Express Scripts' COVID-19 Resource Center online at www.express-scripts.com/covid-19/resource-center. For a current list of FDA-approved COVID-19 test kits that are eligible for reimbursement, please visit www.carpentersfund.org and select Members tab and click on NY Member Dashboard.

Reimbursement and Subrogation Policy

At the December 2, 2021 Board of Trustees meeting, the Trustees adopted the North Atlantic States Carpenters Health Benefits Fund Legacy New England Reimbursement and Subrogation Policy for the New York areas of the Health Fund. The new policy is detailed below. Please keep this new policy with your Summary Plan Description for reference.

If you or one of your eligible dependents incur medical expenses in a situation where a third party—for example, Workers' Compensation or an auto insurance carrier—may be held responsible for payment of those medical expenses, the Fund has all rights of recovery that you or your dependents

would have, including the right to bring suit in your name. This means that if you receive money from a third party or insurer as part of a settlement, you must reimburse the Fund for expenses that it has paid.

You must cooperate with the Fund to secure the recovery of the payment, and you must not act before or after payment by the Fund to prejudice its rights. When you and/or your eligible dependents incur medical expenses where a third party may be held responsible for payment you must:

Notify the Fund Office, and Execute a Subrogation and Reimbursement Agreement.

The amount of reimbursement due to the Fund is based on the following schedule:

TOTAL RECOVERY	FUND'S SHARE OF RECOVERY
EQUAL TO LESS THEN BENEFITS PAID	50% OF BENEFITS
GREATER THAN ONE TIMES, BUT LESS THAN TWO TIMES BENEFITS	65% OF BENEFITS
GREATER THAN TWO TIMES, BUT LESS THAN THREE TIMES BENEFITS	75% OF BENEFITS
GREATER THAN THREE TIMES, BUT LESS THAN FOUR TIMES BENEFITS	85% OF BENEFITS
GREATER THAN FOUR TIMES BENEFITS	100% OF BENEFITS

In no event shall the Fund's share of recovery be greater than 50% of the total recovery following the deduction of the participant's reasonable attorney's fees (not to exceed 33% of the total recovery).

Before paying benefits for expenses that may be the responsibility of a third party, you and/or your dependents will be required to sign a Subrogation and Reimbursement Agreement affirming the Fund's lien rights and the obligation of you and your dependents to reimburse the Fund from the proceeds of any recovery. The Fund may withhold payments on any claim until a Subrogation and Reimbursement Agreement is executed. The Fund's lien rights and your obligation to reimburse the Fund, however, are not dependent on whether you sign a Subrogation and Reimbursement Agreement. By accepting the payment of benefits, you and your dependents agree to the Fund's subrogation and reimbursement policies.

You and/or your eligible dependent must execute the Subrogation and Reimbursement Agreement, and it must be received by the Fund Office within 90 days of the date of the accident or injury. If it is not possible to submit the executed Subrogation and Reimbursement agreement within 90 days of the accident or injury, it must be received by the Fund Office as soon as reasonably possible, but in no event later than one year from the date of the accident or injury. If you fail to comply with this obligation to sign and submit the Subrogation and Reimbursement agreement by the deadline, the Fund will deny claims relating to the accident or injury.

If you receive payment from a third party under any circumstances, the Fund has a lien on that payment, and you must reimburse the Fund from the proceeds in accordance with the schedule above. Reimbursement is mandatory regardless of whether:

- a claim was ever asserted for the amount received.
- the proceeds were paid by way of settlement, judgment, arbitration award or otherwise.
- you feel that you were "made whole" for your losses by recovery.
- the amount received is characterized as attributable to medical expenses, lost income, pain and suffering, loss of consortium or otherwise.

- part of the recovery is received by family participants other than the primary injured party such as on a loss of consortium; in such cases the “total recovery” is the combined recoveries of all such family members.

The Fund has an equitable interest and lien in the amount that you receive, and you, your dependents, and those acting on your behalf, including your attorneys, are under obligation to keep the amounts received in a separate segregated account until your obligations to the Fund are satisfied and all disputes concerning those obligations are settled. The Fund may enforce this obligation by seeking equitable relief in court against you and your representatives, including your attorneys.

In the event that the participant or dependent submits additional claims for benefits following settlement of a liability claim and reimbursement to the Fund, the Fund will withhold future benefits, but only to the extent that the additional benefits would have been reimbursable under the schedule had the settlement occurred later.

If you or your dependents or your agents or representatives, including your attorneys, do not reimburse the Fund after receiving payment from a third party or otherwise fail to comply with the obligations set forth here, the Fund may initiate legal and/or equitable action in court. In such event, you will be responsible for all the costs and attorney’s fees associated with that court proceeding, and you will be obligated to pay all interest on all amounts owed from the date they were due. If you or a dependent fail to reimburse the Fund, or fail to reimburse the Fund for litigation costs and attorneys’ fees in accordance with this section, the Fund may withhold payment of future benefits from you as well as all of your dependents up to the amounts due, plus interest.

For claims that may have a third-party liability, the Fund will pay the claims and then The Phia Group, LLC, on behalf of the Fund, will request information from the covered person regarding possible third-party liability. In the event the covered person responds to the inquiry and the Fund determines that there is a likelihood of third-party liability, the Fund, at its discretion, will require the covered person to sign the Subrogation and Reimbursement Agreement as a condition for payment of future benefits. If the covered person does not sign the Subrogation and Reimbursement Agreement, the Fund will retract payments that it previously paid to providers. This process will be used only when the third-party liability is uncertain. Otherwise, the Fund will follow the process outlined in the paragraphs above when third-party liability is clear, in cases such as, but not limited to, motor vehicle accidents and work-related injuries.

This is a Summary of Material Modifications regarding the above-named plan (“Plan”). This Summary of Material Modifications supplements the Summary Plan Description (“SPD”) previously provided to you. You should retain this document with your copy of the SPD.

If you have any questions concerning this notice or any other matter, please contact the Hauppauge Fund Office at 1-877-372-3236 OR the Horseheads Fund Office at 1-866-727-0281.

Sincerely,

Board of Trustees