

TO: ALL PARTICIPANTS AND ELIGIBLE DEPENDENTS

RE: MEDICAL REIMBURSEMENT PLAN

DATE: NOVEMBER 15, 2004

A. INTRODUCTION

Those Participants who work under the jurisdiction of a collective bargaining agreement which requires contributions be made to an individual Medical Reimbursement Account (hereinafter referred to as "MRA") to the Ohio Conference of Plasterers and Cement Masons Health and Welfare Fund are eligible to participate in this program. **If your local union's collective bargaining agreement does not provide for such contributions, you are not eligible for such an account.** The MRA shall be an individual sub-account of the Plan for each Participant for whom such contributions are made. These contributions shall not create or constitute a vested benefit.

When you or your Eligible Dependent has unreimbursed covered medical expenses and an existing balance in your individual MRA, you may submit, on a form provided by the Fund office, proof of such expenses for reimbursement from their individual MRA. Reimbursement checks shall only be issued to Participants on a quarterly basis.

Medical expenses will be reimbursed only to the extent that reimbursement for such medical expenses is not available to the Participant under the Ohio Conference of Plasterers and Cement Masons Health and Welfare Plan (hereinafter referred to as "Plan"), any health insurance policy or plan provided through any employer of the Participant.

B. COVERED EXPENSES

Reimbursement, to the extent the Participant has funds in his/her individual MRA, shall be made for expenses incurred by a Participant or his/her Eligible Dependent. Listed below are the more common covered expenses. A complete listing of all eligible expenses can be obtained from the Fund Office or by reviewing Code Section 213 of the Internal Revenue Code at <http://www.trustadmin.com/pages/healthcarelist2.htm>.

- i Deductibles, co-payments and expenses in excess of benefit maximums applied to covered medical expenses under the Plan or other qualified plan for which you or your Dependent spouse receive medical benefits;
- ii Self-payments to maintain eligibility under the Plan or other qualified plan or arrangement or premium or other payments required to maintain coverage under any medical or dental insurance plan of your Spouse;
- i Unreimbursed (for purposes of the MRA, unreimbursed means not already paid for by this Plan, another Plan or other source) prescription medicines (prescribed by a doctor) and insulin, including co-pays;
- ii Over the counter medicine bought without a prescription;
- ii Unreimbursed dental or vision expenses;
- i Any other medical expenses identified in Internal Revenue Code Section 213, or regulations promulgated thereunder.

C. ITEMS NOT COVERED

The following is a partial list of items which shall not be subject to reimbursement. For a complete listing, please contact the Fund Office or review the listing of the ineligible expenses of the Internal Revenue Code Section 213 at <http://www.trustadmin.com/pages/healthcarelist2.htm>.

- i Expenses for which the Participant or Eligible Dependent claimed or will claim a medical expense deduction on the Participant's tax returns;
- ii Expenses incurred before the Participant became initially eligible for medical benefits under the Plan, unless permitted by Code Section 213;
- i Except as otherwise provided herein, expenses incurred after termination of employment and eligibility, unless permitted by Code Section 213;
- ii Medical expenses for which reimbursement is available under another plan or program.

D. TIME PERIOD FOR FILING CLAIM

Claims for Medical Expense Reimbursements shall be filed no later than one (1) year following the end of the Calendar Year in which the services were rendered.

E. DISPOSITION OF INDIVIDUAL MRA IF NO LONGER EMPLOYED

Any monies deposited in your individual MRA shall remain in such account so long as you are actively employed (or available for such employment) pursuant to a collective bargaining agreement requiring any contributions to the Ohio Conference of Plasterers and Cement Masons Health and Welfare Fund and for a period of time not to exceed eighteen (18) months after you

have terminated employment (other than due to retirement or disability retirement) with an employer who is required to make contributions to the Plan pursuant to a collective bargaining agreement. After termination of such employment and eighteen (18) months have expired since such termination, any monies in your individual MRA shall revert to the general assets of the Health and Welfare Fund and shall no longer be a benefit available to you or your Eligible Dependents.

F. DISPOSITION OF INDIVIDUAL MRA IN THE EVENT OF DEATH OF THE PARTICIPANT

In the event of your death, your individual MRA balance shall be placed in an individual MRA for your Spouse, or if unmarried or widowed, for your Eligible Dependent(s) as allowed by applicable provisions of the Internal Revenue Code or regulations promulgated thereunder.

G. OTHER GENERAL PROVISIONS

This individual MRA may only be used for reimbursement purposes and shall not be paid directly to your surviving Spouse or your other Eligible Dependent(s) other than for reimbursement for eligible expenses. The Health and Welfare Fund may assess an administrative fee against your MRA for the administrative costs of processing such reimbursement claims.

If you have any questions, please feel free to contact the Plan's Administrative Manager at 1-800-435-2388.