



Policy no. \_\_\_\_\_

Union Security Insurance Company/Union Security Life Insurance Company of New York ("Company") is willing to help our policyholders prepare a Summary Plan Description. This material will be printed with the certificate. To the best of our knowledge, this document will satisfy ERISA. The employer is responsible for preparing, amending and filing the Summary Plan Description and distributing plan materials, including provider directories, if applicable, to participants. By printing this material, the Company does not assume these responsibilities. Standard language for this document appears on pages 3, 4, 5 and 6 of this form.

To assure prompt preparation of this document, the information below must be completed and submitted with your Application. Your signature below indicates your request for compilation of this material.

I request the Company to print our Summary Plan Description and include the information below.

\_\_\_\_\_  
SIGNATURE

**GENERAL ADMINISTRATIVE PROVISIONS**

1. Name of the plan: Official name of the plan. If the official plan name differs from the name by which the plan is commonly known by its participants, include both names.

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2. Plan Sponsor: Name, address and phone number of the employer, union or association which sponsors the plan. If the plan sponsor is a Trust, the complete name of the Trust must be given here along with a list of Trustees showing name, title and principal business address of each trustee.

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3. Employer I.D. Number: Prefaced with EIN, this is a number assigned to the Plan Sponsor by the Internal Revenue Service. In the case of a controlled group of employers, the number of the parent or most significant employer should be used.

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Products and services marketed by Assurant Employee Benefits are underwritten and/or provided by Union Security Insurance Company. In New York, insurance products are underwritten by Union Security Life Insurance Company of New York, which is licensed in New York and has its principal place of business in Syracuse, New York.

4. Type of Plan: The types of coverages written by Union Security Insurance Company/Union Security Life Insurance Company of New York for the specific employer.
5. Plan Number: A 3-digit number should be assigned to each welfare plan sequentially, beginning with 501. An employer should not assign a 3-digit number previously assigned to any other plan (*e.g., if 505 was previously assigned to a pension plan by the plan sponsor, do not assign 505 to a welfare plan*). The number is prefaced by **PN**. \_\_\_\_\_
6. Effective Date: This date should be the month, day and year the plan became effective. \_\_\_\_\_
7. Who is Eligible: This information will be gathered from the coverage as written by the Company.
8. Plan Administrator: Name of the Plan Administrator. The address and phone number should be included if it differs from that of the Plan Sponsor. The Company is not the Plan Administrator.  
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9. Type of Administration: The following language should be included: "This plan is insured by a contract with Union Security Insurance Company/Union Security Life Insurance Company of New York."
10. Amendment or Termination of Plan: The following language should be included: "This plan may be amended or terminated at any time by the Plan Sponsor."
11. Agent for Service of Legal Process: This person may be the same as the Plan Administrator. The address and phone number should be included if it differs from that of the Plan Administrator.  
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12. Plan Records: This date should be the day before the Policy Anniversary, showing month and day. For example, if the Policy Anniversary is each May 1, this date would be April 30.  
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13. Cost of Benefits: If the plan is non-contributory, this would state: The premiums for this insurance plan are paid for entirely by the Plan Sponsor. If the plan is contributory, it would state: The premiums for this insurance plan are paid for by contributions from both you and the Plan Sponsor. The Plan Sponsor pays \_\_\_\_\_ %.
14. Union Agreement: This information should be included only if the plan is the result of a union agreement and include the names of the parties to the collective bargaining agreement.  
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The following text is the standard language which will be used for your Summary Plan Description. Parentheses indicate individualized information to be inserted. Numbers correlate to instructions on the application page.

This Summary Plan Description is issued to you in compliance with the Employee Retirement Income Security Act of 1974 (ERISA). Included with this document is your Certificate of Insurance, issued by Union Security Insurance Company/Union Security Life Insurance Company of New York ("Company") in compliance with state law. Your Summary Plan Description does not replace or modify the Master Policy issued by the Company in any way. The Master Policy is the contract which sets forth the terms and conditions of the benefits the Plan Sponsor chose to provide in its welfare benefit plan. The Master Policy may be amended at any time by agreement between the Plan Sponsor and the Company. The Master Policy may be terminated at any time by the Plan Sponsor or may be terminated by the Company for non-payment of premium or for failure to meet the Master Policy's minimum participation requirements. The Plan Administrator has the obligation to prepare, issue, amend and file the Summary Plan Description and is solely responsible for its contents.

#### GENERAL ADMINISTRATIVE PROVISIONS

- (1.) **Name of the Plan:** (A.B.C. Company)
- (2.) **Plan Sponsor:** (A.B.C. Company  
99 West 8th Street  
Los Angeles, CA 12334  
816-912-7779)
- (3.) **Employer I.D. Number:** EIN # (123456)  
An employee welfare plan providing benefits for (Life, Accidental Death and Dismemberment and Long Term Disability) Insurance
- (4.) **Type of Plan:** An employee welfare plan providing benefits for:  
Life Insurance  
Accidental Death and Dismemberment Insurance  
Life Insurance for Dependents  
Dental Insurance for Dependents
- (5.) **Plan Number:** PN (501)
- (6.) **Effective Date:** The plan, as described in this SPD, became effective on (January 1, 1990).
- (7.) **Who is Eligible:** (Those employed on the effective date of the Plan—Active, full-time employees working in the United States are eligible for coverage upon the completion of x months of service or the effective date of the Plan, whichever is later.  
  
Those employed after the effective date of the Plan—Active, full-time employees working in the United States are eligible for coverage upon the completion of x months of service.  
  
**Full-time** means a regular work week consisting of at least x hours of work. Employees working less than x hours and any temporary or seasonal employees are excluded.)
- (8.) **Plan Administrator:** (Homer A. Jones  
92 West 8th Street  
Los Angeles, CA 12334  
816-998-9999)
- (9.) **Type of Administration:** This plan is insured by a contract with Union Security Insurance Company, 2323 Grand Boulevard, Kansas City, Missouri 64108 or Union Security Life Insurance Company of New York, 308 Maltbie Street, Suite 200, Syracuse, New York 13204.
- (10.) **Amendment or Termination of Plan:** This plan may be amended or terminated at any time by the Plan Sponsor.
- (11.) **Agent for Service of Legal Process:** (Homer A. Jones)
- (12.) **Plan Records:** The fiscal records for the plan are kept on a policy year basis ending each (December 31).
- (13.) **Cost of Benefits:** (The premiums for this insurance plan are paid for entirely by the Plan Sponsor.)
- (14.) **Union Agreement:** (The provisions of the plan agree with the terms of a collective bargaining agreement between the A.B.C. Company and Local #88 of United Garment Workers.)

Your plan includes (*Life, Accidental Death and Dismemberment and Long Term Disability*) Insurance. Your benefits are described in the Certificate section of this document.

## STATEMENT OF ERISA RIGHTS

As a participant in this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

1. Examine, without charge at the plan administrator's office and at other specified locations such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and, if required, 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 Pension and Welfare Benefit Administration.
2. Obtain, upon written request to the plan administrator, copies of all documents governing the plan including insurance contracts and collective bargaining agreements, and, if required, copies of the latest annual report (Form 5500 Series) and the updated summary plan description. The administrator may make a reasonable charge for the copies.
3. Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
4. Obtain, without charge, a copy of the plan's procedures governing qualified medical child support order determinations.
5. Obtain, automatically and without charge, a copy of your provider network list, if applicable to your plan.
6. Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate our plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, 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. If your claim for welfare benefits is denied 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 certain materials from the plan and do not receive them within 30 days, you may file suit in a 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 which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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 may 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 legal fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous. If you have any questions about your 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 Inquiries, 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.

## CLAIMS PROCEDURE

The following procedures apply to the extent benefits under your employee benefit plan are insured under a contract issued by Union Security Insurance Company/Union Security Life Insurance Company of New York ("Company").

### PRESENTING A CLAIM

Contact your Plan Administrator, who will advise you of any forms which are required. These forms should be returned to the Plan Administrator after completion. This Administrator will review them, complete any information concerning eligibility and forward them to the Company. Time limits for filing the claim and other requirements for notice and proof of loss may be found under the heading, **Filing A Claim**.

### NOTIFICATION OF DECISION – LIFE (OTHER THAN LIFE DISABILITY BENEFIT)

A decision will be made within 90 days after receipt by the Company of a properly executed, complete proof of loss. If the claim is denied in whole or in part, the Company will provide written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denials;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary;
4. An explanation of the plan's claim review procedure.

#### **NOTIFICATION OF DECISION – DISABILITY AND LIFE DISABILITY BENEFIT**

A decision will be made within 45 days after receipt by the Company of a properly executed, complete proof of loss unless circumstances beyond the control of the Plan require an extension of time for processing the claim. Such an extension of time may not exceed 30 additional days unless circumstances beyond the control of the Plan require a second extension, not to exceed an additional 30 days. If the claim is denied in whole or in part, the Company will provide written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denials;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary;
4. An explanation of the plan's claim review procedure.

#### **NOTIFICATION OF DECISION – DENTAL**

A decision will be made within 30 days after receipt by the Company of a properly executed, complete proof of loss, unless special circumstances beyond the control of the Plan require an extension of time for processing the claim. Such an extension of time may not exceed 15 additional days. If the claim is denied in whole or in part, the Company will provide a written notice either directly to you or to the Plan Administrator for delivery to you. The written notice will contain:

1. The specific reason or reasons for the denial;
2. Specific reference to pertinent provisions of the policy upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
4. An explanation of the plan's claim review procedure.

#### **AUTHORITY**

The Company has the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy. All determinations and interpretations made by the Company are conclusive and binding on all parties.

#### **REVIEW PROCEDURE – LIFE (OTHER THAN LIFE DISABILITY BENEFIT)**

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 60 days of receipt of written notice of denial;
2. You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits, and you may submit written comments, documents, records and other information relating to your claim for benefits;
3. The Plan Administrator will forward the request to the Company;
4. The Company will make a decision upon review within 60 days after receipt of the request unless special circumstances require an extension of time for processing in which case the time limit shall be not later than 120 days after receipt. The decision or review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based and be furnished either directly to you or to the Plan Administrator for delivery to you.

#### **REVIEW PROCEDURE – DISABILITY AND LIFE DISABILITY BENEFIT**

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 180 days of receipt of written notice of denial;
2. You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits. You have the right to review copies of any internal rule, guideline, protocol or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to your claim;
3. The Plan Administrator will forward the request to the Company;
4. The Company will make a decision upon review within 45 days after receipt of the request unless special circumstances require an extension of time for processing in which case the time limit shall be not later than 90 days after receipt. The decision or review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based and be furnished either directly to you or to the Plan Administrator for delivery to you.

#### **REVIEW PROCEDURE – DENTAL**

You are entitled to a full and fair review of denial of claim. You may make a request to the Plan Administrator or appropriate named fiduciary, if other than the Plan Administrator. The procedure is as follows:

1. The request for review must be in writing and made within 180 days of receipt of written notice of denial;
2. You may review, upon request and free of charge, copies of all documents, records, and other information relevant to the claim for benefits. You have the right to review copies of any internal rule, guideline, protocol, or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to request that we identify all medical experts whose advice was obtained on behalf of the plan;
3. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to the claim;
4. If our decision is based on dental necessity or experimental treatment or similar exclusion or limit, you have the right to an explanation of the scientific or clinical judgment for the determination, which will be provided upon request and free of charge;

5. The Plan Administrator will forward the request to the Company;
6. The Company will make a decision upon review within 60 days after receipt of the request. The decision on review will be in writing, include the specific reasons for the decision and specific references to the pertinent plan provisions on which the decision is based, and be furnished either directly to you or to the Plan Administrator for delivery to you.