



NECA/IBEW FAMILY MEDICAL CARE PLAN

CompuSys, Inc.
5837 Highway 41 North
Ringgold, GA 30736
<http://www.neca-bew-healthcare.com>



Phone (706) 937-9600

Fax (706) 937-9601

Toll Free (877) 937-9602

IMPORTANT PROVISIONS ADDED TO THE NECA-IBEW FAMILY MEDICAL CARE TRUST FUND

January 2009

The Trustees of the NECA-IBEW Family Medical Care Trust Fund wish to inform participants, beneficiaries and providers of important provisions which have been added to the Fund's Plan and Summary Plan Description. Please carefully review these changes and/or clarifications of the Plan.

Eligibility of Employees of Withdrawing Employers Occurs Immediately

If your Employer withdraws from the Plan and you are covered under the Plan because of employment with that Employer, your coverage will cease immediately at the date of withdrawal. This includes active Employees, bargained and non-bargained, retired Employees, Employees (and Dependents) making self-payments, individuals on Continuation Coverage (unless federal law requires the Plan to continue the individual's Continuation Coverage), individuals maintaining coverage due to reciprocity, Non-Bargaining Unit Employees of the affected Employer, and Dependents. You will also have all of your Credited Hours cancelled, so no extended eligibility otherwise available under the Plan because of Credited Hours will be available. The Plan has no responsibility for providing benefits for claims incurred after the date of withdrawal from the Plan.

Providers Have No Right to Appeal or Be Considered "Beneficiaries" under the Plan

Language has been added to the Plan clarifying its long standing position that no assignment of benefits or other agreement entered by a Participant or Beneficiary purporting to assign a right to collection of benefits to a medical provider or other assignee shall provide the provider or other assignee with any right to maintain an action in contract, tort, or as an ERISA benefit claim by the assignee against the Fund or as an ERISA claim by the assignee against the Fund or the Trustees for recovery of any amounts from the Plan. Any claim for payment of benefits, including any appeal of a denied claim, must be brought in the name of the Participant or Beneficiary upon whom services were performed rather than in the name of the medical provider.

Providers Have No Right to Bring Legal Action Based Upon "Rights" They Believe They Have Based Upon Statements of Plan Employees or Representatives

Language has been added to the Plan clarifying a further long standing position that a medical provider or other person obtains no rights against the Plan or Trustees based upon oral or written representations of Plan Employees or Representatives. The amendment makes clear that any oral or written representation made regarding coverage to any person or entity is made solely in the person or entity's capacity as a representative of a plan participant or beneficiary inquiring on the participant or beneficiary's behalf concerning projected levels of plan coverage. Any such representation provides no right to a person or entity independent of the rights of the plan participant or beneficiary

under the terms of the plan. It does not provide the person or entity with an independent right to recover from the plan or its representatives under any state or federal law, including state contract and tort law. Any rights a person or entity might have against the plan or its representatives are solely those which derive from the rights of a participant or beneficiary under the terms of the plan. No references to coverage and levels of benefits are binding upon the plan or its representatives unless they have been provided by the full Board of Trustees following a construction of the governing plan instruments. Any representation regarding coverage and benefit amounts may not be relied upon by any person or entity if it is any way contrary to the terms of governing written plan instruments. Entitlements to payment under the plan may only be obtained through action of the Trustees administering the plan and these Trustee actions may only be appealed by a participant or beneficiary pursuant to the Plan's appeal procedures and by a benefits claim cause of action brought in a court of competent jurisdiction under ERISA.

Additional Subrogation Language Added

The Plan has also added language making clear that the Plan shall have a lien, enforceable as a provision of this Plan, either before or after an adjudication of liens, for the full amount of benefits paid by the Plan. In the event a Court awards the Plan less than the full amount of benefits, through an "adjudication of liens" or otherwise, the specific proceeds received by the Employee or Retiree or Dependent shall be subject to a "constructive trust" or "equitable lien" in favor of the Plan in the amount of the difference between the full amount of benefits paid by the Plan and the amount paid the Plan pursuant to the Court's award and this plan provision establishing a "constructive trust" or "equitable lien" may be enforced through any available equitable remedy to ensure that the proceeds subject to the "constructive trust" or "equitable lien" are turned over to the Plan. This language implements a United States Supreme Court decision applicable to Plan subrogation rights.