



SUMMARY PLAN DESCRIPTION

MARCH 2017



ALASKA ELECTRICAL LEGAL FUND

To all Covered Persons:

We are pleased to present this revised booklet describing the benefits provided by your Legal Plan.

The Legal Plan was established by the Alaska Chapter of the National Electrical Contractors Association and the IBEW Local Union No. 1547 for the benefit of participants and their dependents in regard to their personal legal affairs.

The original effective date of the Plan was July 1, 1976, and it has been amended numerous times. The terms in this document reflect the Plan as of March 1, 2017.

The Plan is designed to provide coverage for certain legal costs. It does not pay all your legal costs. Any charges for uncovered services or charges exceeding the Plan's limits are your responsibility.

Please keep this booklet handy and refer to it when you wish to use Plan benefits.

Sincerely,

Board of Trustees

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IMPORTANT NOTICE

The Alaska Electrical Legal Fund (Fund) is committed to providing the legal services coverage described in this plan booklet indefinitely. However, the Board of Trustees (Trustees) reserves the right to amend or terminate coverage at any time and for any reason.

The Board of Trustees has the exclusive authority to interpret the provisions of the Plan, to determine eligibility for and entitlement to Plan benefits or to amend the Plan. Any interpretation or determination by the Trustees made in good faith, which is not contrary to law, is conclusive on all persons affected.

The Board of Trustees has delegated to the Administrative Office the authority to administer the Plan and provide information relating to the amount of benefits, eligibility, and other Plan provisions. The Administrative Office does not have the authority to change the provisions of the Plan. An interpretation of the Plan by the Administrative Office is subject to review by the Board of Trustees. No individual Trustee, employer, employer association, labor organization, or any individual employed by an employer or labor organization, has any authority to interpret or change the Plan.

Be sure to keep this document, along with notices of any Plan changes, in a safe and convenient place where you and your Dependents can find and refer to them.

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WEBSITE

The Alaska Electrical Trust Funds have established a website to provide you with immediate access to your plan information. The site located at www.aetf.com includes the following Fund related material:

- Plan Booklets
 - Legal
 - Health & Welfare
 - Money Purchase Pension
 - Pension
 - Updates to Plan documents
- Forms – Claims Forms, Legal Documents, and Notices
- Website Links
 - Aetna
 - BridgeHealth
 - CVS Caremark
 - VSP
 - ERTS
 - Other useful sites
- Updated Newsletters
- Health & Welfare Plan
 - Eligibility
 - COBRA rules and information
 - Information for Medicare eligible participants
 - Updating beneficiaries
 - Preferred Provider information
- Pension Plan
 - Retirement information
 - Benefit projection information
 - Retiree Health & Welfare costs
 - Vesting

ACTIVE ELIGIBILITY

Your Legal Plan is financed by contributions made by employers as specified in their collective bargaining agreements with I.B.E.W. Local 1547 (the “Local”) and special agreements between employers and the Board of Trustees.

It is your responsibility to check with your employer, the Administrative Office, or the Local frequently to make certain that Legal Fund contributions are being made for you by your employer.

Monthly Eligibility

Employees covered by an agreement calling for a flat rate monthly contribution will be eligible for coverage on the first day of the calendar month following the calendar month during which the Employee worked the number of hours required for coverage (e.g., work during September provides coverage for October). The number of work hours required for coverage is set forth in the applicable collective bargaining agreement or special agreement.

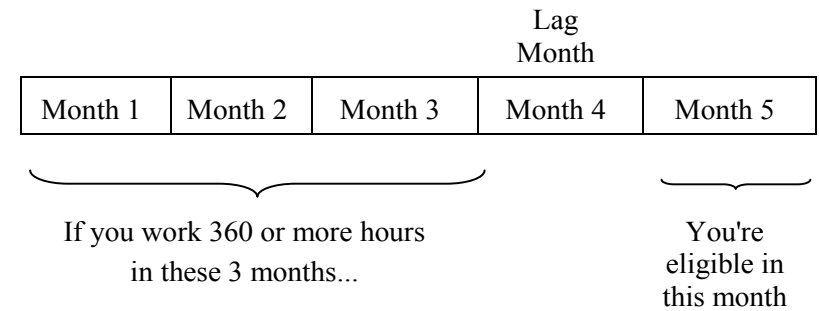
Your eligibility for coverage as a monthly Employee will continue as long as the required contribution is received from your employer.

You may self-pay to maintain your coverage. Self-payments can be made for the eighteen (18) months following the last month you were eligible. (See the section entitled SELF-PAYMENT PROVISIONS.)

Hourly (Hour Bank) Eligibility

Initial Hour Bank Eligibility

Employees covered by an agreement calling for hourly contributions to the Fund will be covered on the first day of the second calendar month following accumulation of 360 or more work hours reported and paid to the Fund within a consecutive 3 month period. These hours are accumulated into an Hour Bank. For example:



The lag month is necessary for the processing of reported hours by the Administrative Office.

Continuing Hour Bank Eligibility

As an Hourly Employee, all hours worked and reported are credited to your Hour Bank. One month of coverage requires 120 hours. All hours worked in excess of 120 in any one (1) calendar month are credited to your Hour Bank, which will provide coverage during subsequent months.

Example:	Hours worked in a calendar month	160
	Subtract hours needed for coverage	120
	Remaining hours applied to Hour Bank	40

The 40 hours apply to your Hour Bank for future coverage.

The maximum number of hours that you can accumulate to your credit at any one time for coverage purposes is 960, after deduction for the current month’s coverage.

You will be eligible and covered as long as you have 120 or more hours in your Hour Bank. Each month you are covered, 120 hours is deducted from your Hour Bank. The lag month continuously applies in computing your coverage. If your Hour Bank has less than 120 hours of credit on the first of a month, you will not be eligible for that month and your eligibility is terminated.

Please Note: The maximum number of hours that you can accumulate in your Hour Bank is 960 hours, which would currently fund 8 months of coverage. However, your Hour Bank is not a guarantee of coverage or a guarantee of specific number of months of eligibility. The Fund’s Trustees reserve the right to change the

number of hours required for coverage or eliminate Hour Bank eligibility.

Termination of Employee Eligibility

Your eligibility as a monthly or Hour Bank Employee will terminate on whichever the following dates occurs first:

- For Hour Bank Employees – the last day of the calendar month prior to the month in which your Hour Bank has less than 120 hours of credit.
- For monthly Employees – the last day of the calendar month that you did not work the number of hours required for a month of coverage.

If your coverage terminates, you may be eligible to continue coverage either through self-payment or through running out your hour bank. (See the section entitled SELF-PAYMENT PROVISIONS.)

Reinstatement of Eligibility

For Monthly Employees

If your coverage terminates because you fail to meet the Eligibility rules of this Plan, your benefit levels will be reinstated on the first day of the calendar month following the month in which you are again employed by one or more contributing employers and have worked the number of hours required under the appropriate collective bargaining agreement or special agreement.

For Hourly Employees

If your coverage terminates because your Hour Bank account has less than 120 hours, the balance of your hours, if any, will be carried for 4 months. If, during that 4 months, you work and add hours to your Hour Bank, your eligibility will be reinstated on the first day of the second month, with the first month being the lag month, after the Hour Bank has a total of 120 hours. If you do not work sufficient hours during the four (4) calendar month period following termination to obtain reinstatement, the balance of your hours, if any, will be cancelled and you will be required to satisfy the initial eligibility rules to again be covered.

However, if you have continuously self-paid during this period and thereafter, your Hour Bank will be kept frozen and upon returning to work, the hours will be used toward the 120-hour requirement and you will not need to re-satisfy the initial eligibility rules.

If you transfer to a plan providing monthly coverage, the balance in your Hour Bank will be frozen for up to thirty-six (36) calendar months. If you do not return to a plan with Hour Bank eligibility within this thirty-six (36) calendar-month period, your Hour Bank balance will be canceled.

For Both Monthly and Hourly Employees

Any limits applied and/or benefits paid under this Plan prior to termination of coverage will be applied, during the remainder of that calendar year if coverage resumes during that calendar year, to Covered Charges incurred after the date of reinstatement.

Dependent Eligibility

Your dependents are eligible while you are eligible. Generally, dependents are defined as your legal spouse and your unmarried children less than nineteen (19) years of age, provided they are not in the Armed Forces. Eligible children, in addition to your natural children, include legally adopted children, step-children or foster children or children for whom you have legal guardianship. In order to be eligible, dependent children must live with you and be chiefly dependent on you for support and maintenance.

In addition, the following are eligible dependents:

- Unmarried children who are attending school full-time are eligible until their 24th birthday or the last day they are full time students, whichever is earlier.
- Your children aged 19 and over who are incapable of self-sustaining employment because of mental or physical handicap. The incapability of the child must have commenced prior to attaining age 19 and the child must be an eligible Dependent on his or her 19th birthday. You must submit proof to the Administrative Office at least 31 days prior to the child's attainment of age 19.

Grandchildren and children of dependent children will only be covered if you or your spouse has legal guardianship of the children. This coverage is not automatic. You must make specific application to the Fund.

NOTE: The Plan may request proof of dependent status, such as a marriage certificate for a spouse, a birth certificate for a dependent child, or a school certification for a dependent child between the ages of nineteen (19) and twenty-four (24). A custody order or divorce decree may be requested to ascertain if a dependent is eligible under this Plan.

Your dependent's coverage will end on the last day of the month following the earlier of: (i) the month in which the dependent ceases to be eligible, or (ii) on the date your coverage terminates.

Disability

Legal Plan coverage is not extended due to disability. However, you may maintain your coverage until your hour bank is exhausted. You may also elect to self-pay coverage.

Military Service

If you leave employment with a contributing employer for military service, you have the following options:

- If you have an Hour Bank, you may elect to either run-out your Hour Bank or freeze your Hour Bank until you return from military service. If you elect to run-out your Hour Bank when your Hour Bank has less than one month of eligibility, you may then elect to continue coverage through self-payments.
- If you do not have an Hour Bank, you still have the option of electing to self-pay.

You are responsible for notifying the Administrative Office of your discharge from military service. If you properly elected to freeze your Hour Bank when you entered military service, the balance in your Hour Bank will be carried over until you are discharged from military service. Your Hour Bank eligibility will be reinstated the first of the month in which you are discharged. Following reinstatement, Hour Bank eligibility will terminate the first day of

any month your Hour Bank has less than 120 hours. You may make self-payments if you fail to work sufficient hours to reinstate Hour Bank eligibility before the previously frozen Hour Bank runs out.

You must contact the Administrative Office prior to the date your military service begins and notify the Administrative Office once your military service ends.

Widow's/Widower's Eligibility

For Monthly Employees

If you should die while eligible under a Monthly Plan, coverage for your spouse and dependent children will end on the last day of the calendar month for which you earned a month of coverage.

For Hourly Employees

If you should die while eligible under an Hourly Plan, coverage will continue to your spouse and dependent children for as long as your Hour Bank has sufficient hours to continue coverage. Coverage will terminate on the last day of the calendar month in which the number of hours in your Hour Bank does not equal at least 120 hours.

For Both Monthly and Hourly Employees

Your spouse or your personal representative may be eligible to continue legal coverage on a self-pay basis (see the section entitled SELF-PAYMENT PROVISIONS). Retiree coverage may also be available to your surviving spouse in certain circumstances (see the section entitled RETIREE ELIGIBILITY).

Enrollment Forms

Enrollment in the Legal Plan will be based on the enrollment information obtained by the Alaska Electrical Health and Welfare Fund. However, if you are not a participant in the Health and Welfare Plan, you must file a Legal Plan enrollment form. If you have not previously provided them, please attach true copies of the appropriate marriage certificate, dependent birth certificates, court approved adoption papers, child custody decrees and divorce decree. This information will be used to determine eligibility and help coordinate benefits if you have coverage under more than one legal plan.

RETIREE ELIGIBILITY

Legal Benefits are available to employees who have retired and satisfied the following eligibility requirements:

Eligibility Rules:

Retired employees are eligible to elect legal benefits if they meet either of the following eligibility criteria:

- (a) A retired employee who has attained at least age 48 and has had:
 - (1) 36 months of eligibility with this Legal Fund, for which retiree funding has been paid, in the 120 months immediately preceding retirement, or
 - (2) 6,240 hours of contributions reported to this Legal Fund, for which retiree funding has been paid, in the 120 months immediately preceding retirement, or
 - (3) 25,000 hours of contributions reported to this Legal Fund, for which retiree funding has been paid, prior to retirement, (monthly eligibility will be valued at 173.33 hours a month for 2 and 3 above).
- (b) A retired employee who is under age 48, has satisfied one of the conditions above, and
 - (1) Is receiving a Disability Retirement Benefit from the Alaska Electrical Pension Fund, or
 - (2) Is totally disabled as defined by the Alaska Electrical Pension Fund and worked under a collective bargaining agreement with IBEW Local 1547 or a Special Agreement for five (5) years,

Retired employees are eligible on the first of the calendar month coinciding with the date of retirement (or on the first of the calendar month following the termination of eligibility as an active employee under this Plan, if later).

To be retired or in retirement status you must be receiving a monthly pension benefit from the Alaska Electrical Pension Fund or a similar plan provided by an employer contributing to the Alaska

Electrical Legal Fund or you must provide proof of retirement acceptable to the Fund.

Effective January 1, 2012, the surviving spouse of a participant who dies before retiring will be eligible for retiree coverage if, at the time of the participant's death:

- (a) The participant would have been qualified for retiree coverage;
- (b) The participant was age 58 or older; and
- (c) The surviving spouse and the participant had been married for at least three (3) years.

Retiree Self-Pay Contributions

A monthly self-pay contribution is required for retiree legal coverage. Payments are due on the first day of the month for which coverage is requested. For example, your payment for January coverage is due on January 1st. The Plan will not send you monthly notices of payment due. (See the section entitled SELF-PAYMENT PROVISIONS.)

Automatic payment options are available. Please contact the Administrative Office for more information.

These provisions may be subject to change. Therefore, you should contact the Administrative Office to verify contribution requirements prior to your retirement.

As of the date of this summary plan description, the contribution rates are as follows:

Plan A	Plan B
\$20.00/month	\$10.00/month

Enrollment

While coverage is available, a retired employee (or eligible surviving spouse) must enroll with the Fund to be eligible for benefits. Enrollment forms are available at the Administrative Office and must be completed at the time of retirement.

If you do not enroll while you meet the eligibility requirements for retiree coverage, you will not be eligible to enroll in the future.

Return to Active Employment

If you return to Active Employment as an Hourly or Monthly Employee eligible for active coverage under the Alaska Electrical Legal Fund, your retiree coverage will be automatically suspended during the period in which you are covered as an active employee by this Fund.

Once your active coverage terminates you will receive an Election of Legal Retirement Coverage letter from the Administrative Office in order to reinstate your retiree coverage.

If Retiree Coverage is Terminated

If you terminate your retiree legal coverage you may not regain coverage under the Fund unless you re-satisfy the retiree eligibility criteria noted above.

Voluntary Suspension of Retirement

If you voluntarily suspend payment of your monthly retirement benefits, you must make arrangements to self-pay for your retiree legal coverage since you will no longer be eligible to pay through a voluntary deduction from your monthly pension check. Your self-payments must begin the first of the month in which your benefit is suspended. If your legal coverage lapses due to nonpayment, you may not be able to re-enroll. (See the section entitled SELF-PAYMENT PROVISIONS.)

This program is not guaranteed

The Board of Trustees is providing this program of retiree benefits to the extent that monies are currently available to pay the cost of such programs. The Board of Trustees retains full and exclusive authority, at its discretion, to determine the extent to which monies are available for this program and to determine the expenditure of such monies for the program. The program is not guaranteed to continue indefinitely. The program may be terminated or modified at any time by the Board of Trustees.

SELF-PAYMENT PROVISIONS

As the participant, you may elect to continue your current plan of legal services benefits. Coverage may be continued for up to eighteen (18) months if active eligibility is lost due to:

- Termination of employment;
- Reduction in hours worked;
- Your retirement;
- A change in the collective bargaining agreement leading to termination of contributions on your behalf to the legal fund; or
- Any other circumstance.

The continuation coverage offered through self-pay is the same coverage that you had as an active participant. If coverage is modified for active participants, it will be modified for self-pay participants in the same way.

In the event of your death, coverage may be continued in one of two ways:

- Your surviving spouse may elect to continue legal services coverage for the remainder of your spouse's lifetime. The continuation coverage offered your spouse through self-pay is the same coverage that you had as an active participant. If coverage is modified for active participants, it will be modified for self-pay participants in the same way; or
- Your personal representative may elect to continue legal services coverage on your behalf, however, covered legal services will be limited to services for the probate of your estate for up to twenty (24) months.

If you, your spouse, or your personal representative wish to continue coverage through self-payment, an election notice must be returned or post-marked within sixty (60) days of the date of the notice.

The premium due for coverage for the period starting when active coverage ceases through the current calendar month must be paid within forty-five (45) days from the date of the election and must

include payment for all months retroactive to when your coverage terminated. Thereafter, **payments are due on the first day of the calendar month** for which coverage is requested. For example, your payment for January coverage is due on January 1st. If you make your monthly payment before its due date, your coverage under the Plan will continue without any break. The Plan will not send you monthly notices of payment due.

Although monthly payments are due on the first of the month, you will be given a grace period of thirty (30) days (or the last day of the calendar month, if later) to make each monthly payment. Your continuation coverage will be provided for each month as long as payment for that month is made before the end of the grace period for that month. However, if you make your monthly payment after the first of the calendar month but during its grace period, your coverage under the Plan will be suspended as of the due date (the 1st) and when the payment is received your coverage will be retroactively reinstated (going back to the 1st). This means that any claim you submit while your coverage is suspended will be denied and will have to be resubmitted once your coverage is reinstated.

If you fail to make your monthly payment before the end of the grace period for that payment, you will lose all rights to continuation coverage under the Plan. **That is, if your payment is postmarked after the thirty (30) day grace period (or, if applicable, the last day of the calendar month if later), your payment will not be accepted and your self-pay coverage will terminate.**

Automatic payment options are available. Please contact the Administrative Office for more information.

SUMMARY OF BENEFITS

As of the date of this summary plan description, the Plan's benefit payment is shown below.

	Plan A	Plan B
Plan Payment	95% of the cost of covered legal services	65% of the cost of covered legal services
Maximum Allowable Attorney Hourly Rate	\$150 per hour	\$150 per hour
Maximum Allowable Paralegal Hourly Rate	\$90	\$90
Maximum Benefit per Calendar Year Per Family Unit	\$9,000	\$6,000
Lifetime Maximum Benefit per Legal Matter	\$12,000	\$9,600

The Plan's payment is a percentage of the hourly rate charged by the attorney or paralegal for covered legal services. Any amount in excess of the Maximum Allowable Hourly Rate will not be considered by the Plan and are the responsibility of the participant or dependent.

Effective July 1, 2015, the Plan will cover charges on a fixed or flat fee basis for bankruptcy, DUI/DWI, adoption and traffic cases provided the legal provider contracts on the basis of a fixed or flat fee for completion of these matters. Coverage for such matters is limited to 50% of the fixed or flat fee, up to a maximum of \$2,500 under Plan A and \$1,750 under Plan B.

The Plan does not cover payment in advance. (See the section entitled HOW TO FILE A CLAIM.)

Legal expenses that exceed the maximum Plan payment per calendar year are not recoverable in any succeeding calendar year from the Plan, and such legal services expenses are the responsibility of the participant or dependent for payment.

COVERED LEGAL SERVICES

The Plan will pay the cost of the following legal services, as described in the Summary of Benefits, for the following legal services.

Consultative Services

The Plan covers consultative services consisting of legal advice to and general correspondence for a covered participant or dependent, provided by a lawyer through office conference or over the telephone. A maximum of three (3) hours of consultative services are allowed for each legal matter. Consultative services will include:

- (a) The initial interview with a lawyer regarding a covered legal matter before a case is actually opened by the lawyer or declined as a case by the lawyer;
- (b) Family law actions, felonies, misdemeanors or traffic cases not covered under the Plan because of a consecutive year or yearly period exclusion;
- (c) Discussions with an attorney regarding potential defendant actions (civil or criminal) prior to the participant being named in such action; and
- (d) Without litigation involved, discussion with an attorney regarding preventive action or legal check-ups concerning your personal affairs, except for legal matters excluded in the Plan. (See the section entitled LIMITATIONS AND EXCLUSIONS.)

Document Preparation

The Plan covers documents prepared for a covered participant or dependent by a lawyer, including time spent gathering information relative to the preparation of the document and for services performed prior to and subsequent to the completion of the document. The following types of documents are covered by the Plan:

- (a) Wills (with estate planning as requested).
- (b) Real estate papers concerning:

- (1) Sale or purchase (including lease when structured as a sale or purchase) of property to be used as:
 - A primary residence for the covered participant or dependent, up to a 4-plex;
 - A second home, which is used as a vacation home and is not rented or used for any business or income-producing purpose; or
 - Recreational property, which can be vacant land provided it is not used for any business or income-producing purpose.
 - (2) Landlord/Tenant issues, provided the covered participant or dependent is the tenant.
- (c) Powers-of-Attorney, living wills and medical directives.
 - (d) Guardianship papers.
 - (e) Prenuptial agreements.
 - (f) Non-marital property division.
 - (g) Consumer transactions involving items with a purchase price of \$5,000 or greater.
 - (h) Agreements informally settling legal disputes covered under the civil litigation section of the Plan, which can be undertaken without court action.

Civil Litigation

Civil litigation includes pretrial preparation, trial, hearing or appearance before any court or any administrative tribunal of the federal, state, or local government, unless such litigation is excluded under this Plan. The following types of civil litigation are covered:

- (a) Defendant actions in which the covered participant or dependent is a respondent or defendant.
- (b) Applications for restraining orders or other injunctive relief to protect a covered participant or dependent from bodily injury, harassment or other physical, mental or emotional harm, or a

loss of or damage to the covered participant's or dependent's property.

- (c) The following types of plaintiff actions:
 - (1) Consumer transactions arising out of contract relationships
 - (2) Personal bankruptcy (voluntary or involuntary)
 - (3) Change of name actions
 - (4) Administrative agency proceedings
- (d) Probate actions for probate of the estate of the participant, spouse or dependent child, or asserting the personal rights of the participant, spouse or dependent child to an inheritance.
- (e) The following types of family law actions:
 - (1) Termination of marriage for the covered participant only
 - (2) Adoption
 - (3) Enforcement or modification of support and custody orders
- (f) Family law actions are limited as follows:
 - (1) Only one (1) termination of marriage action shall be covered under the Plan in any three (3) consecutive year period;
 - (2) Only one (1) legal matter concerning divorce modification, support or custody (including visitation) or a combination thereof shall be covered under the Plan in any one (1) calendar year; and
 - (3) Only one (1) legal action against a participant or dependent husband or wife being sued for child support by a State Child Support Enforcement Division shall be covered under the Plan in any consecutive three (3) -year period.

Note: Up to three (3) hours of consultative services may be provided if the consecutive year or yearly period limitations on family law actions apply.

Criminal and Juvenile Litigation

The following matters are covered:

- (a) Felony cases, as defined under Alaska or Federal Law, which are limited to only 1 felony case or additional felony cases arising out of one event shall be covered under the Plan in any five (5) consecutive year period.
- (b) Misdemeanor cases, as defined under Alaska or Federal Law, which are limited to only one (1) Driving While Intoxicated or Reckless Driving case, driving with license suspended, or similar traffic misdemeanor case or cases arising out of one event shall be covered under the Plan in any five (5) consecutive year period.
- (c) Traffic infraction cases covering moving and other serious violations that might incur penalty points or result in the loss or suspension of driving privileges, which are limited to only 1 traffic infraction case or cases arising out of one event including but not limited to speeding, stop sign violations, failure to yield, driving too fast for conditions, or careless or negligent driving, shall be covered under the Plan in any five (5) consecutive year period.

This limitation will not apply to traffic infraction cases arising out of an accident which might lead to civil liability against the participant or dependent.

(Parking violations are excluded from coverage.)

Note: Up to three (3) hours of consultative services may be provided if the consecutive year or yearly period limitations on felony, misdemeanor, or traffic infraction cases apply.

The following types of service are covered:

- (a) Arranging bail and for release thereon;
- (b) Appearances required to represent the covered participant or dependent to protect or further his interests;
- (c) Pertinent legal research, preparation of motions, petitions, pleadings, and plea negotiations;
- (d) Representation at trial; and

- (e) Perfection of all rights to appeal of the covered participant or dependent, if appropriate and desired by the covered participant or dependent.

Investigative Services and Expenses

The Plan will cover the following investigative services and expenses incurred by a covered participant or dependent, in connection with a legal matter covered by the Plan:

- (a) Investigation and research performed by a lawyer or others under his direction in ascertaining facts, finding and taking statements of witnesses and gathering information of any kind that may be reasonably necessary for the adequate legal representation of the covered participant or dependent.
- (b) Witness fees and costs, including expert witness and custody investigations.
- (c) Court costs in civil and criminal actions in which the covered participant or dependent is a defendant. Court costs does not include the opposing plaintiff attorney's fees or costs.
- (d) Out-of-pocket expenses, which are limited to:
 - (1) Depositions, tapes, transcribing or stenographic fees, printing and copying
 - (2) Long distance toll calls, facsimile and telegrams
 - (3) Photography exhibits or other necessary photography use
 - (4) Scientific or technical assistance, reports or tests including medical examinations
 - (5) Bail bond premiums not to exceed \$1,000 per case
 - (6) Postage
 - (7) Courier or messenger costs
 - (8) Legal documents obtained from State or Federal agencies in furtherance of or to complete a civil or criminal matter, or filing fees of such legal documents
 - (9) Publication fees in civil probate, family law and adoption actions

- (10) Polygraph costs
- (11) Computer research charges, (including but not limited to Motznic, Lexis/Nexis)
- (12) Custody investigation costs
- (13) Guardian ad litem
- (14) Placement reports or home study costs
- (15) Payment in plaintiff actions of court filing fees or service process costs
- (16) Travel expenses, including reasonable hotel, cab/car rental, coach airfare and parking, for the attorney or witness only, as necessary
- (17) City, county, borough or state service tax for the allowable charges
- (18) DNA/paternity testing allowed if in conjunction with obtaining custody or in defense of child support

Mediation/Arbitration

Effective July 1, 2015, the Plan will cover charges for mediation or arbitration conducted by an attorney or a certified mediator or arbitrator provided that the matter at issue is not otherwise subject to limitation or exclusion under the Plan.

LIMITATIONS AND EXCLUSIONS

The following services are excluded. No payment shall be provided by the Plan.

- (a) **Actions, proceedings, or other matters involving a controversy, dispute, or problem arising between a covered participant or dependent and an employer.** This includes actions, proceedings and other matters including but not limited to internal business management rules or policies regarding employment, involving a controversy, dispute or problem between a covered participant or dependent and an employer, its officers or agents.
- (b) **Actions, proceedings or other matters between a covered participant or dependent and the union or local unions or labor organizations, their officers, or agents.** This includes actions, proceedings and other matters, including but not limited to the governing constitution, rules, regulations or policies of the union or local unions or a labor organization involving a controversy, dispute or problem between a covered participant or dependent and the union or local unions and their respective officers or agents.
- (c) **Actions or proceedings under certain federal laws.** This includes any proceeding or action against any employer or its officers or agents or against or involving the union or local unions or their officers or agents or against or involving any other employer or labor organization in any matter arising under the National Labor Relations Act or the Labor-Management Relations Act. This also includes any proceeding where a labor organization would be prohibited from defraying the costs of legal services by the provisions of the Labor-Management Report and Disclosure Act of 1959.
- (d) **Actions or proceedings against the Plan or Trusts or by the Plan or Trusts against the covered participant or dependent.**
 - (1) The initiation by a covered participant or dependent of any action or proceeding against this Plan, Fund, Trustees, employees, or agents of this Plan; the initiation of any action or proceeding against any other joint Trust or Plan of the Alaska Chapter of the National Electrical Contractors

Association and Local 1547 of the International Brotherhood of Electrical Workers, or the Trustees, employees or agents of such joint Trusts, and the initiation of any proceeding against any other employer-union trust or its trustees, employees or agents; and

- (2) Legal services to defend a covered participant or dependent from any action or proceeding taken by this Plan; legal services to defend a covered participant or dependent from any action or proceeding taken by any other joint Trust or Plan of the Alaska Chapter of the National Electrical Contractors Association and Local 1547 of the International Brotherhood of Electrical Workers or the Trustees, employees or agents of such joint Trusts; and legal services to defend a covered participant or dependent from any action or proceeding taken by any other employer-union trust or its trustees, employees or agents.
- (e) **Business ventures.** Services in connection with any business venture or other matter in which, for Federal Income Tax purposes, the cost of legal services would normally constitute a business expense or capital investment.
- (f) **Legal representation if available from other sources.** Any legal proceeding in which the covered participant or dependent is entitled to legal representation or reimbursement for the costs from any source other than this Plan regardless of whether or not the covered participant or dependent perfects or exercises this right to legal representation or reimbursement. Provided, however, that legal service benefits may be coordinated with this Plan under the Coordination of Benefits provision. In addition, a covered participant or dependent who, by reason of his indigency or low income is entitled as a right to legal services provided by either governmental or voluntary agencies shall obtain services under this Plan.
- (g) **Personal injury, Workmen's Compensation cases, and cases taken on a contingent fee arrangement.** Personal injury plaintiff cases, Workers' Compensation cases, and any other legal actions in which the services of a lawyer are normally available to the participant on a contingent fee arrangement are excluded, however the Plan will provide coverage for Investigative

Services and Expenses, not to exceed \$1,000 per case for the covered participant or dependent in a personal injury plaintiff case or a case taken on a contingent fee arrangement.

- (h) **Small claims court.** Any proceeding in small claims court up to and including \$2,000. The covered participant or dependent is entitled to a limited Consultative Services benefit in order to determine the manner in which to handle such a case.
- (i) **Certain payments, fees or costs.** Payments of fines, assessments, penalties, forfeitures, cash bonds, and civil damages in any action, proceeding or matter.
- (j) **Action by a spouse or divorced spouse against a covered participant in certain actions.** Any action brought against a covered participant by a spouse or divorced spouse, if such action alleges failure to make payments of child support or alimony in the manner and in the amount specified in the court order. This exclusion will not apply to the first such action brought against a covered participant in this Plan.
- (k) **Expenses and fees not specified under the Plan.** Expenses and fees for services not specifically covered under Investigative Services and Expenses.
- (l) **Expenses and fees for services arising out of completing or filing income tax returns for a participant or dependent.**
- (m) **Expenses or fees for services performed by a person related to the covered participant or dependent by blood, marriage, or adoption or who is a resident of the covered participant's or dependent's household.**
- (n) **Lawyer's fees assessed against a covered participant or dependent by the court.** This exclusion does not apply to the fees of the covered participant's or dependent's own lawyer.
- (o) **Legal services provided by a lawyer before the participant or dependent becomes eligible or during any period of ineligibility.** This exclusion does not apply in the following situation:

If the case of a probate of the estate of either a deceased participant or participant's spouse or dependent child commenced when the participant was eligible, who thereafter

becomes ineligible, the Plan will cover the probate of the estate under the usual coverage of the Plan for a period of two (2) years from the date of death.

The ineligible participant or dependent and the authorized lawyers handling the probate pending shall not incur any other legal service expense for other matters chargeable for payment to the Plan until the participant is eligible again.

- (p) **Class actions, interventions or amicus curiae (friend of court) filings.** Class actions, interventions or amicus curiae (friend of court) filings or other actions not involving the personal, immediate and direct interest of the covered participant or dependent.
- (q) **Duplication of legal services previously claimed and relating to the same cause of action.**
- (r) **Actions which are frivolous or disproportionate in legal cost to benefit by the participant or covered dependent.** Actions which are considered frivolous in the judgment of the lawyer, or that are disproportionate in legal cost to the possible benefit to be gained by the participant or dependent. Any matter in which the total value in dispute is less than \$2,000. Limited consultative services up to three (3) hours is allowed by the Plan.
- (s) **Expenses for termination of marriage for anyone other than the covered participant.** Expenses for legal services for termination of marriage are limited to those incurred by the covered participant only. Expenses for legal services incurred by a covered minor dependent child shall also be covered in a case involving custody.
- (t) **Real estate or housing transactions not for personal or vacation residence or property of covered participant or dependent.** The Plan does not cover real estate purchases for investment purposes or real estate purchased with the intent to lease the property.
- (u) **Probate actions against the will of the deceased covered participant by dependents or against the disposition of the estate.** Actions in probate or otherwise brought by a deceased covered participant's dependents who are also covered under

the Plan, contesting the validity of the will of the deceased covered participant or the disposition of the estate.

- (v) **Cases with a likelihood of a conflict of interest between a covered participant or dependent without the consent of the covered participant.** Legal services to a covered dependent concerning matters in which there is a likelihood of a conflict of interest between the covered participant and the dependent, unless the covered participant consents to the receipt of such services by the dependent. This provision does not apply to legal services permitted to a covered dependent specifically in such matters elsewhere in the Plan. In addition, such covered dependent shall be entitled to legal services up to the time the conflict of interest is identified by the lawyer and the covered participant's consent is requested, and refused.
- (w) **Payment for legal services provided and costs incurred more than one (1) year prior to claim submission date.**
- (x) **Resolution of parking violations.**
- (y) **The following out-of-pocket costs are excluded:**
 - (1) Meals
 - (2) Travel time
 - (3) Participant or dependent travel
 - (4) Adoption agency fees or physical exams for adoptions
 - (5) Psychological exam/evaluation
 - (6) Cost bonds
 - (7) Real estate closing costs such as title search or title policy
 - (8) Real estate appraisals
 - (9) Time to prepare billings to the Plan
 - (10) Time to consult with the Administrative Office regarding a case, invoice or written correspondence
 - (11) Interest or late fees
 - (12) File setup fees.

HOW TO FILE A CLAIM

Claim Filing Procedure

In order to receive payment for your claims, the procedure outlined below must be followed:

- (1) Check to see if the services you need are covered by the Plan. While the legal benefits are broad in coverage, the Plan does not pay for all expenses that may be incurred, and not all types of legal matters are covered. Review this Summary Plan Description or contact the Administrative Office for a detailed explanation of your benefits. If you are unsure about your eligibility or whether a legal matter is covered, please contact the Administrative Office. Charges exceeding the Plan benefits and charges for legal services not covered by the Plan are your responsibility.
- (2) Select an attorney. The choice of an attorney is entirely up to the Participant or Beneficiary. You may use either:
 - A Participating Attorney (from the list of participating law firms available at the Administrative office or at www.aetf.com) who has agreed to perform legal services under the Plan at a reduced rate, or
 - A Non-participating Attorney. If you choose to use a Non-participating Attorney, contact the Administrative Office before your appointment to request the necessary documents be forwarded to your attorney.

In order to be included as a Participating Attorney, the attorney is required to submit a form to the Administrative Office, which states that they are a member in good standing of the bar in the State of Alaska, retain malpractice insurance and agree to charge the Fund's participants a reduced hourly rate.

The list of Participating Attorneys changes throughout the year. Inclusion on this list is not a guarantee by the Fund or Trustees as to the capabilities of the Participating Attorney. We recommend that you seek recommendations from friends, families or coworkers about attorneys that have

provided excellent service. You may also want to contact the bar association to identify attorneys with specialized expertise. The Alaska Bar Association provides a free referral service. You can access information about this service at www.alaskabar.org.

Benefits for the Legal Plan are based on a percentage of an allowable hourly rate (see the section entitled SUMMARY OF BENEFITS) as determined by the terms of your plan. Should you choose an attorney (Participating or Non-participating) that charges above the allowable hourly rate, you are responsible for *all* hourly charges that exceed that rate or the annual or lifetime limits of the Plan.

- (3) Complete the Participant Statement and Attorney Intake Form and submit the forms to the Administrative Office. You must fill out a Participant Statement and your attorney must complete the Attorney Intake Form. These forms should be submitted with the itemized bill to the Administrative Office. Participating Attorneys have these forms in their offices. Non-participating attorneys will receive these forms with the information sent from the Administrative Office.
- (4) Submit a Claim. Following receipt of legal services, you or your attorney must submit a claim in writing to receive reimbursement from the Plan. All attorney statements for legal services provided and for costs incurred must be submitted to the Administrative Office within one (1) year from the date the legal services were provided or the costs were incurred. In order to avoid denial of any portion of the attorney billing due to untimely submission, interim monthly itemized billings should be submitted to the Administrative Office for protracted legal matters or court actions. Itemized billings submitted past the one (1) year period will not be paid.

Many attorneys will bill the Plan directly for services you receive. Remember – it is your responsibility to ensure your claims are filed in a timely manner.

Whether received from the attorney or the participant, the claim must include the following information:

- Participant’s social security number (or alternate Plan ID number) and the name of the individual receiving the services
- Attorney’s name
- Case/File number or description of legal matter
- Detailed description of services provided including the date of service, hours billed and hourly rate for attorney and paralegal services
- Itemized list of all other costs.

The Plan may require additional information to process the claim. If additional information is needed, you will be notified in writing. Failure to provide the requested information may result in the denial of a claim for benefits.

You will receive an Explanation of Benefits (EOB) when the claim has been processed. Please review the EOB for accuracy of the bill received. Unless the bill clearly indicates that the claim has been paid in full, payment will be made to the attorney.

Claim Appeals

If your claim is denied in whole or in part, you may appeal to the Plan for review of the denied benefit claim.

Submit a written claim appeal to the Board of Trustees. Your appeal must be made in writing to the Plan’s Administrative Office within 60 days of the initial notice of the adverse benefit determination, or else you will lose the right to appeal the denial. If you do not appeal on time, you may also lose your right to file suit in court, as you will have failed to exhaust your internal administrative appeal rights, which is a prerequisite to bringing suit.

Your written appeal should state the reasons you believe your claim should not have been denied. It should include any additional facts and/or documents that your believe support your claim.

The Board of Trustees' Appeals Committee will review and decide your appeal at its next quarterly meeting. If an appeal is received less than 30 days before the next quarterly meeting, consideration of the appeal may be postponed (if necessary) until the second quarterly meeting following receipt of the appeal.

The Appeals Committee shall consist of at least one employer and one labor organization Trustee. The Appeals Committee will review the administrative file, which will consist of all documents relevant to the claim. It will also review all additional information submitted by or on your behalf. The review will be without deference to the initial denial.

The Plan will provide you with written notification of the Appeals Committee's decision. The decision will set out the specific reasons for an adverse decision.

GENERAL PROVISIONS

In no legal service cases under the Plan shall the Trustees or agents of the Plan, the unions or their agents or the employers or their agents infringe upon the independent exercise of the professional judgment of the lawyer furnishing legal services under the Plan. The confidential relationship between lawyer and client shall be preserved. The participant or dependent shall be considered the sole client of the lawyer.

Coordination of Benefits with Other Legal Plans

If Benefits under any other group legal services program are available to a covered participant or dependent for expenses also covered by this Plan, this Plan will pay its regular benefits either in full or in a reduced amount which, when added to the benefits payable by the other group legal services program, will not exceed 100% of covered expenses. Coordination of benefits will also be made by this Plan not to exceed 100% of the covered expenses if both a participant and his or her spouse are each individually eligible for legal service benefits under this Plan. In no event shall a covered participant or dependent recover more than the total expenses incurred. A covered participant or dependent shall report the existence of another group legal services plan to this Plan or dual coverage under this Plan so that proper coordination of benefits can be made and reimbursements made to this Plan in case of overpayment.

Reimbursement to the Fund of Legal Service Fees including Expense if Recovered from a Third Party

A lawyer providing reimbursed services under the Plan shall reimburse the Alaska Electrical Legal Fund, by preference and priority, for the legal service fees including expenses (i.e. attorney fees and costs), incurred by the client participant or dependent and paid by the Plan, in such amounts as are recovered from a third party; provided, however, that if the settlement or recovery is contingent upon the compromise of attorney fees and costs in excess of \$500 in part or in whole, the lawyer shall request a consideration of a partial or complete waiver of this provision from the Plan, as is reasonable under the circumstances of the case.

A judgment, settlement or other award in a specific amount for attorney fees and costs shall be reimbursed to the Plan and the participant or dependent in proportion to the schedule of Plan payment, as described in the Summary of Benefits.

Territory

This Plan applies only to legal service fees and expenses incurred within the United States or Canada.

Right of Recovery

Whenever the Plan pays for covered services in excess of the maximum amounts payable, or pays for covered services during a period in which you are not eligible, no matter to whom the benefits are paid, the Plan has the right:

- To require the return of the overpayment on request; or
- To reduce any future benefit payment made to or on behalf of that person or another person in his or her family by the amount of the overpayment.

This right does not affect any other right of recovery this Plan may have with respect to this overpayment.

If repayment is not made upon demand by the Plan, the Plan may bring a legal action to recover the overpaid benefit amount.

DEFINITIONS

Action means a lawsuit filed in a court.

Authorized lawyer means a lawyer or law firm approved to perform legal services under the Plan.

Covered Charges means costs for legal services that are covered by the Plan.

Defendant means a person sued in an action; the party against whom relief or recovery is sought in a lawsuit in court.

Initial Consultation means an initial or first meeting with an attorney concerning a matter for which the participant seeks legal services.

Non-Participating Attorney means an attorney who has not entered into an agreement with the Fund under which legal services will be provided at a discounted rate.

Participating Attorney means an attorney who has entered into an agreement with the Fund under which legal services will be provided at a discounted rate.

Person means any natural or artificial person including but not limited to individuals, partnerships, associations, trusts or corporations. (A more complete definition is found under Alaska law.)

Plaintiff means the person or entity that sues or starts an action or lawsuit in court against another person seeking a remedy for an injury to his rights.

Plan or Legal Plan means the Legal Plan of the Alaska Electrical Legal Fund.

Proceeding means an action or any type of hearing before a state or federal agency which may have an official record made of things said and done.

Respondent means the person called upon to answer an appeal or a petition or bill in an action or proceeding.

Retired or to be “in retirement status” means you must be receiving a monthly pension benefit from the Alaska Electrical Pension Fund or a similar plan provided by an employer contributing to the Alaska Electrical Legal Fund or you must provide proof of retirement acceptable to the Fund.

SPECIAL DISCLOSURES

A. NAME OF PLAN

This Plan is known as the Alaska Electrical Legal Plan.

B. BOARD OF TRUSTEES-PLAN ADMINISTRATOR

This Plan is maintained and administered by a joint labor-management Board of Trustees, the name, address and telephone number of which is:

Board of Trustees
Alaska Electrical Legal Fund
701 E Tudor Suite 200
Anchorage, Alaska 99503
Telephone: (907) 276-1246
Toll Free: (800) 478-1246
Fax: (907) 278-7576
www.aetf.com

A list of participating employers and labor organizations can be examined at this office.

C. MEMBERS OF THE BOARD OF TRUSTEES

EMPLOYER TRUSTEES

Larry Bell (Co-Chairman)
Alaska Chapter, NECA
712 West 36th Avenue
Anchorage, AK 99503

Jason Hodges
Northern Powerline Constructors
7941 Sandlewood Place
Anchorage, AK 99507

Rob Miller
Fullford Electric
303 E Van Horn Road
Fairbanks, AK 99701

Steve Wisdorf
Wired AK
600 W 58th
Anchorage, AK 99518

UNION TRUSTEES

Mike Hodsdon, (Co-Chairman)
IBEW LU No. 1547
3333 Denali Suite 200
Anchorage, AK 99503

Marcus Beckmann
PO Box 241016
Douglas, AK 99824

Laura Bonner
3101 E 112th Avenue
Anchorage, AK 99516

David Reaves, Jr.
IBEW LU No. 1547
3333 Denali Suite 200
Anchorage, AK 99503

Each member of the Board of Trustees and the Plan Administrator is an agent for purposes of accepting service of legal process on behalf of this Plan.

D. IDENTIFICATION NUMBER

The Employer Identification Number assigned to the Plan by the Internal Revenue Service is EIN 92-0058156. The Plan number is: 501.

E. TYPE OF PLAN

This Plan can be described as a legal services plan that provides legal services to actives and retirees and their dependents.

F. TYPE OF ADMINISTRATION

This Plan is administered by the Board of Trustees.

G. DESCRIPTION OF COLLECTIVE BARGAINING AGREEMENTS

This Plan is maintained under several Collective Bargaining Agreements between contributing Employers and the International Brotherhood of Electrical Workers Local 1547. These Collective Bargaining Agreements can be examined at the office of the Plan Administrator.

H. PARTICIPATION, ELIGIBILITY AND BENEFITS

Employees are entitled to participate in this Plan, if they work under one of the collective bargaining agreements described above and if their employer makes contributions to the Fund on their behalf. Also, certain non-bargaining unit employees are entitled to participate pursuant to special agreements between their employers and the Board of Trustees.

The eligibility rules which determine which employees and dependents are entitled to benefits are set forth in the Eligibility section of this booklet.

The benefits to which eligible employees and dependents are entitled are set forth in this booklet.

I. CIRCUMSTANCES WHICH MAY RESULT IN INELIGIBILITY OR DENIAL OF BENEFITS

The circumstances which may result in disqualification, ineligibility, denial, or loss of benefits appear throughout this booklet.

J. TERMINATION OF FUND

The Board of Trustees has the authority to terminate the Fund. The Fund will also terminate upon the expiration of all collective bargaining agreements and special agreements requiring the payment of contributions to the Fund. In the event of the termination of the Fund, any and all monies and assets remaining in the Fund, after payment of expenses, shall be used for the continuance of the benefits provided by the then existing benefit plan, until such monies and assets have been exhausted.

K. FUNDING

The Plan is funded through the payment by Employers of the negotiated contribution rates and by self-paying participants.

L. PLAN YEAR

The Plan Year on which financial records are based ends December 31.