YOUR GROUP TEMPORARY DISABILITY BENEFITS INSURANCE PLAN

For New Jersey Employees of

Veyer, LLC

RELIASTAR LIFE INSURANCE COMPANY

GROUP SHORT TERM DISABILITY INCOME INSURANCE CERTIFICATE

250 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55401

ReliaStar Life Insurance Company (ReliaStar Life) certifies that it has issued the Group Policy listed below to the Policyholder. All benefits are controlled by the terms and conditions of the Group Policy.

The Group Policy is on file in the Policyholder's office. You may look at the Group Policy there.

Group Policy Number	**Policyholder**
74634-7NJTDB	**ODP International, LLC**
	Employer
	Veyer, LLC

Employees Covered: All Employees who the Policyholder employs.

This Certificate summarizes your coverage under the New Jersey Temporary Disability Benefits Insurance Law of the State of New Jersey. ReliaStar Life will pay the disability benefits which you are entitled to receive under this Law.

This is a Private Plan of insurance. The contribution required of employees for the benefits provided by the Private Plan will not exceed the contribution allowed by the Temporary Disability Benefits Law for persons insured under the State Plan, which is 0.23% of $165,400, as determined annually by law.

The Certificate summarizes and explains the parts of the Group Policy which apply to you. This Certificate is not an insurance policy. In any case of differences or errors, the Group Policy rules, subject to the Private Plan as approved by the New Jersey Department of Labor and Workforce Development.

In this Certificate, “you” and “your” refer to an Employee who is eligible for coverage under the Policy.

This Certificate replaces any other Certificates ReliaStar Life may have given you under the Group Policy.

This Certificate is signed for ReliaStar Life by:

Robert L. Grubka
President

Melissa A. O’Donnell
Secretary

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Note: All references to "spouse" in the Group Policy/Certificate and any riders or endorsements include a partner to a civil union that is recognized by the State of New Jersey. Any reference to "stepchild" includes a child of a partner to a civil union that is recognized by the State of New Jersey. Any reference to "divorce" includes the dissolution of a civil union according to the requirements of the State of New Jersey.

A same sex relationship providing substantially all of the rights and benefits of marriage entered into outside of New Jersey, which is valid under the laws of the jurisdiction under which the relationship was created, will be treated as a civil union partnership under New Jersey Law.

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SCHEDULE OF BENEFITS

TEMPORARY DISABILITY BENEFITS INSURANCE

Weekly Income Benefit
ReliaStar Life will pay 85% of your Average Weekly Wage rounded to the next lower $1 multiple, with a maximum benefit of $1,081.If you are Totally Disabled for part of a week, ReliaStar Life will pay 1/7 of your Weekly Income Benefit for each day you are Totally Disabled.

The total benefits for an entire week or part of a week will be computed to the next lower multiple of $1.00.

Benefit Waiting Period
7 days* for Total Disability caused by Accident.
7 days* for Total Disability caused by Sickness.

0 days for Sickness caused by a Serious Health Condition.

0 days for Total Disability resulting from the donation of any organ or bone marrow.

The maximum number of weeks benefits are payable for Total Disability is 26.
The maximum number of weeks benefits are payable for Partial Disability is 8 weeks, unless your Doctor provides medical documentation that the duration should be longer. In no event will the duration be more than 12 weeks.

*Benefits will begin on the first day if the period of disability extends for more than 3 consecutive weeks.

You will not be eligible for benefits unless you have completed 20 Base Weeks at $303 per week, or in the alternative, earned $15,200 within the 52 calendar weeks preceding the week in which the period of disability started.

EMPLOYEE'S INSURANCE

Eligibility for Insurance
All Employees will be eligible for insurance on the date of becoming a covered Employee as defined on the second page of this Certificate.

The Employee's Insurance starts on the **later** of the following dates:
- The date the Employee becomes eligible.
- The date the Employee returns to Employment if the Employee is not in Employment on the date insurance would otherwise start.

Termination of Insurance
Your insurance stops on the **earliest** of the following dates:
- Two weeks following the date you are no longer in Employment with the Employer. This will include services performed under contract for hire, whether written or oral, express or implied. Or if earlier, on the date you become employed by another employer who is subject to the TDB Law. Your insurance will continue until whichever of these dates is applicable, whether or not the Group Policy terminates in the meanwhile.
- The date you are no longer eligible for insurance under the Group Policy.
- The date the Group Policy terminates.

TEMPORARY DISABILITY BENEFITS

Temporary Disability Benefits is a weekly income benefit that ReliaStar Life pays if you become Totally Disabled and qualify to receive benefits.

Your Temporary Disability Benefits are provided in connection with a Private Plan of insurance established by the Policyholder under the New Jersey TDB Law and the Authorized Regulations pertaining to this law.

Qualifying for Benefits
All of the following conditions must be met to qualify for benefits:
You must be –
• Totally Disabled. See Definitions.
• part of the group which is covered under the Group Policy on the date you become Totally Disabled. See Definitions.
• under the care of a Doctor for the Sickness or Accident causing you to be Totally Disabled.

The amount of benefits is shown on the Schedule of Benefits. If you are Totally Disabled for part of a week, ReliaStar Life will pay 1/7 of your Weekly Income Benefit for each day you are Totally Disabled.

The total benefits for an entire week or part of a week will be computed to the next lower multiple of $1.00.

Qualifying for Partial Disability Benefits
If you are able to return to work on a reduced basis, all of the following conditions must be met to qualify for benefits:
- Your Employer has agreed to your return to work on a reduced basis.
- You have been totally unable to perform the duties of Employment due to Total Disability and are receiving full benefits for at least 7 consecutive days prior to claiming Partial Disability benefits.

The amount of benefits will be the amount shown on the Schedule of Benefits minus the amount of Wages you were paid, rounded to the next lower multiple of $1.00.

If you are able to return to work on a reduced basis but your Employer is unable or otherwise chooses not to permit you to do so, you will continue to be eligible for benefits until you are fully recovered from the disability and are able to perform the duties of Employment. In no event will your total number of weekly benefits be increased.

The weekly income benefit which you are entitled to receive and the period during which this benefit is payable will always be at least equal, both in weekly amount and duration, to the benefits which would otherwise be payable to you under the State Plan if you were not insured under a Private Plan.

When ReliaStar Life applies this provision, ReliaStar Life will take into consideration any benefits which are payable under the New Jersey TDB Law because of concurrent Employment you may have with other employers who are covered under a Private Plan. The benefits payable under the Private Plans may be apportioned among the plans in the same proportion that you earned Wages from concurrent employers during the eight calendar weeks immediately prior to the commencement of the disability. You will not receive less than the benefits to which you would be entitled under the most favorable plan, both as to weekly amount and duration.

This Certificate may not be amended in any manner which would –
• reduce the benefits,
• reduce the period during which such benefits are payable, or
• increase your contributions for such benefits, unless prior approval is obtained from the Division.

ReliaStar Life pays the first weekly income benefit following the first day benefits are payable.

ReliaStar Life pays benefits for each week that you are Totally Disabled. Benefits are payable up to the maximum number of weeks shown on the Schedule of Benefits for one Period of Total Disability.

TEMPORARY DISABILITY BENEFITS

The first day benefits are payable is the day after completing the benefit waiting period shown on the Schedule of Benefits.

The benefit payable during any period of disability, which starts within 2 weeks of the date you are no longer in Employment with the Employer and while you are still insured, will be payable in an amount and for the period as shown on the Schedule of Benefits.

No benefits will be payable under the Group Policy for any period in which benefits are paid or payable under any state or the Federal Government for any of the following:

- Unemployment compensation or similar law.
- Disability or cash Sickness benefit or similar law.
- Workers' Compensation, occupational disease law, or similar legislation.

Exception: If you receive or are entitled to receive benefits under a disability benefit law of another state or under the federal Jones Act, benefits under the Group Policy will be reduced by the amount paid concurrently.

If you submit a claim for Workers' Compensation and it is contested and you would have otherwise been eligible for benefits under the Group Policy, benefits will be paid until and unless you receive Workers' Compensation benefits. If you subsequently receive Workers' Compensation benefits for the period during which benefits were paid under the Group Policy, ReliaStar Life will be entitled to be subrogated to your rights in such award in the amount of disability payments made under the Group Policy.

All disability benefits will be reduced by the amount paid concurrently under any governmental or private retirement, pension or permanent disability benefit or allowance program to which your most recent employer contributed on your behalf.

EXCLUSIONS

ReliaStar Life will not pay weekly income benefits for any period of disability under any of the following conditions:

- For the first seven consecutive days of each period of disability caused by Sickness or Accidental injury, except that if benefits are payable for three consecutive weeks with respect to any period of disability, then benefits will also be payable with respect to the first seven days.
  Exception: benefits for Sickness caused by a Serious Health Condition and benefits for Total Disability resulting from the donation of any organ or bone marrow are payable on the first day of the Sickness or disability.
- For more than 26 weeks with respect to any one period of disability.
- For more than 8 weeks with respect to any one period of Partial Disability, unless your Doctor provides medical documentation that the duration should be longer. In no event will the duration be more than 12 weeks.
- For any period of disability which did not commence while you were insured for this insurance.
- For any period during which you are not under the care of a legally licensed Doctor, who when requested by ReliaStar Life, will certify within the scope of the practitioner's practice, the disability of the claimant, the probable duration thereof, and, where applicable, the medical facts within the practitioner's knowledge.
- For any period of disability due to willfully and intentionally self-inflicted injury, or to injury sustained in the perpetration by the claimant of a crime of the first, second, third or fourth degree, or for any period during which you would be disqualified for unemployment compensation benefits for gross misconduct under the New Jersey Unemployment Compensation Law.
- For any period during which you perform any work for remuneration or profit.
- In a weekly amount which together with any remuneration you continue to receive from your Employer would exceed your regular Wages immediately prior to disability.
- For any period during which you would be disqualified for unemployment compensation benefits under the New Jersey Unemployment Compensation Law due to a labor dispute, unless the disability commenced prior to such disqualification.

CLAIMS

Disability Management
The disability management program evaluates disability to approve the length of disability and establish a target date for return to work. When you become disabled, you must call the number on your disability I.D. card to start the disability management process. If your disability is expected to continue beyond the number of approved days, your Doctor must call to have the extended period of disability reviewed.

If you choose not to follow this procedure, or the length of your disability is not approved, then the Notice of Claim and Proof of Disability provisions below will apply.

You may appeal any disputed claims under the disability management program by contacting ReliaStar Life at the address below. ReliaStar Life will respond within 10 business days of receipt of an appeal.

ReliaStar Life Insurance Company
Disability Claims
250 Marquette Avenue, Suite 900
Minneapolis, MN 55401

You may also appeal any disputed claim by contacting the New Jersey Department of Labor and Workforce Development as provided in the Claim Appeal provision below.

SUBMITTING A CLAIM

You send notice of claim
You, or someone on your behalf must send ReliaStar Life written notice of the Accident or Sickness on which your claim will be based. The notice must meet **all** of these conditions:
It must –
- include enough information to identify you, like your name and address, the Group Policy number, or the Employer's name.
- be sent to ReliaStar Life's Home Office in Minneapolis, Minnesota.
- be sent within 30 days after the date the Sickness begins or the Accident happens – or as soon as reasonably possible.

ReliaStar Life sends proof of disability claim forms
ReliaStar Life will send proof of disability claim forms to you, or to the Policyholder to give to you. ReliaStar Life will send the forms so that you receive them within 15 days after ReliaStar Life receives your notice of claim.

You send proof of disability
You, or someone on your behalf must return the completed proof of disability forms to ReliaStar Life within 30 days after the commencement of the period for which ReliaStar Life is liable, or as soon as reasonably possible.

Even if you do not receive the forms, written proof of disability must be sent to ReliaStar Life within 30 days after the commencement of the period for which ReliaStar Life is liable, or as soon as reasonably possible.

ReliaStar Life may ask you to have an examination by a legally licensed Doctor at various intervals during your disability. ReliaStar Life will pay for the examination. You will not be asked to have more than one examination per week.

CLAIMS

Benefit Payments
ReliaStar Life pays benefits when ReliaStar Life receives proof of disability.

Benefits are paid to you. Any weekly income benefit remaining unpaid at the time of your death will be paid to your survivors or your estate in the following order:
1. Your spouse.
2. Your children.
3. Your estate.

Time Payment of Claims
Benefits are paid weekly, subject to ReliaStar Life receiving proof of disability. Any unpaid amounts will be paid when written proof of disability is received.

Claim Appeal
If you have a claim for benefits which is denied or ignored, in whole or in part, you may appeal the claim by writing to the:

New Jersey Department of Labor & Workforce Development
Division of Unemployment and Temporary Disability Insurance
Private Plan Compliance Section
Claims Review Unit
P.O. Box 957
Trenton, New Jersey 08625-0957

You must file the appeal within one year of the beginning of the period for which benefits are claimed.

If, upon recovery from your current period of disability, you no longer have a job with your last employer and are unemployed, you should immediately apply for unemployment insurance benefits because you may have the right to use Wages in an alternative base year to establish your eligibility for unemployment benefits. If you need further information, contact the nearest local unemployment insurance claims office.

GENERAL PROVISIONS

Free Choice of Doctor

You have free choice of any Doctor.

Legal Action

Legal action may not be taken to receive benefits until 60 days after the date proof of disability is submitted according to the requirements of the Group Policy. Legal action must be taken within 3 years after the date proof of disability must be submitted.

Miscellaneous Provisions

If the provision of the New Jersey TDB Law or the Authorized Regulations are amended or changed and they result in an increase in liability to ReliaStar Life, ReliaStar Life may discontinue this Certificate at any time within 6 months of the effective date of the change. At least 60 days advance notice must be given to the Policyholder and the Division unless notice of shorter duration is agreed upon by the Division and ReliaStar Life.

Applicability of the Temporary Disability Benefits Law of the State of New Jersey

The TDB Law of the State of New Jersey, including any revisions, will govern the interpretation and administration of benefits payable under this Certificate.

DEFINITIONS

Unless specifically stated elsewhere, the following terms have a special meaning in this Certificate.

Accident, Accidental – bodily injury resulting from a sudden, violent, unexpected, and external event. ReliaStar Life considers all injuries received in one Accident as one Accidental injury.

Average Weekly Wage – the amount derived by dividing your total Wages earned from your most recent covered employer during the Base Weeks in the Base Year immediately preceding the calendar week in which a period of disability began, or in which you submit a claim for the benefits, by the number of Base Weeks.

If the computation outlined above yields a result which is less than your average weekly earnings in Employment with all covered employers during the Base Weeks in the Base Year, then the Average Weekly Wage will be computed on the basis of earnings from all covered employers during the Base Weeks in the Base Year immediately preceding the week in which the period of disability began, or in which you submit a claim for benefits.

Authorized Regulations – the legally authorized and promulgated regulations of the Division.

Base Week – any calendar week during which you earned not less than $303 from all Employers, subject to the New Jersey TDB Law.

Base Year - the first four of the last five completed calendar quarters immediately preceding the period of disability, except that, if you do not have sufficient qualifying weeks or Wages in the Base Year to qualify for benefits, you will have the option of designating that the Base Year will be the "alternative base year," which means the last four completed calendar quarters immediately preceding the period of disability; and except that if you also do not have sufficient qualifying weeks or Wages in the last four completed calendar quarters immediately preceding the period of disability, "alternative base year" means the last three completed calendar quarters immediately preceding your benefit year and, of the calendar quarter in which the period of disability commences, the portion of the quarter which occurs before the commencing of the period of disability. The Division will inform you of their options. If information regarding weeks and Wages for the calendar quarter or quarters immediately preceding the period of disability is not available to the Division from the regular quarterly reports of wage information and the Division is not able to obtain the information using other means pursuant to state or federal law, the Division may base the determination of eligibility for benefits on your affidavit with respect to weeks and Wages for that calendar quarter. You must furnish payroll documentation, if available, in support of the affidavit. A determination of benefits based on an alternative base year will be adjusted when the quarterly report of wage information from the employer is received if that information causes a change in the determination.

Certificate means the document that explains the parts of the Group Policy which apply to eligible insured Employees. It may include riders, endorsements or amendments.

Division – the Division of Unemployment and Temporary Disability Insurance in the New Jersey Department of Labor and Workforce Development.

Doctor – a legally licensed physician, dentist, podiatrist, chiropractor, optometrist, practicing psychologist, advanced practice nurse, certified nurse midwife, or public health nurse designated by the Division.

Employee – a person in Employment with the Employer who is covered under the Group Policy.

Employee's Insurance – the coverage of an insured Employee under the terms and provisions of the Group Policy. It does not include any dependents' insurance.

Employer – Veyer, LLC

Employment – you are performing services for Wages or when you are performing services under a contract of hire, written or oral, express or implied. This includes paid vacations and holidays.

Group Policy means the written group insurance contract between us and the Policyholder.

DEFINITIONS

Partial Disability – Your ability to perform the duties of your Employment on a less than full-time basis.

Period of Total Disability – The entire period of time during which you are continuously and totally unable to perform the duties of your Employment. Two Periods of Total Disability which have the same or related cause are considered one Period of Total Disability if they are separated by 14 days or less. You must have earned Wages with the Employer during this period.

Policyholder means the entity to whom the Policy is issued.

Private Plan – a plan of insurance made available by an employer with the approval of the Division to provide benefits under the TDB Law, to replace the State Plan.

ReliaStar Life – ReliaStar Life Insurance Company, at its Home Office in Minneapolis, Minnesota.

Serious Health Condition – during a State of Emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, your Sickness caused by an epidemic of a communicable disease, a known or suspected exposure to a communicable disease, or efforts to prevent spread of a communicable disease which requires in-home care or treatment due to:

- the issuance by a Doctor or the commissioner or other public health authority of a determination that your presence in the community may jeopardize the health of others; and
- the recommendation, direction, or order of the Doctor or authority that you be isolated or quarantined as a result of suspected exposure to a communicable disease.

State of Emergency – a natural or man-made disaster or emergency for which a State of Emergency has been declared by the President of the United States or the Governor, or for which a State of Emergency has been declared by a municipal emergency management coordinator.

Sickness – any physical illness, mental illness, pregnancy, or Sickness caused by a Serious Health Condition.

State Plan – the plan of disability insurance operated by the Division under Article III of the TDB Law.

TDB Law – The Temporary Disability Benefits Law of New Jersey.

Total Disability, Totally Disabled – Your inability to do the duties of your regular occupation because of Sickness, Accident, or your donation of any organ or bone marrow.

Wages – all compensation payable by covered employers to covered individuals for personal services, including commissions and bonuses and the cash value of all compensation payable other than cash.

The Summary Plan Description on the following pages is provided to you at the request of the Policyholder. It is not a part of the insurance certificate.

SUMMARY PLAN DESCRIPTION

For a Plan of Insurance Underwritten by
ReliaStar Life Insurance Company
P.O. Box 20
Minneapolis, Minnesota 55440

Plan Name, Number and Name and Address of Policyholder:
ODP International, LLC
74634-7NJTDB
ODP International, LLC
6600 North Military Trail
Boca Raton, FL, 33496

Name, Address, and Telephone Number of the Plan Administrator:
ODP International, LLC
6600 North Military Trail
Boca Raton, FL, 33496

Identification Numbers
IRS Employer Identification Number: 87-2687219
Plan Number: 501

Agent for Legal Process: Plan Administrator

Trustees: None

Collective Bargaining or Multiple-Employer Agreements under which Plan is Established: None

Type of Administration: Records maintained by Policyholder.

Premium Payments: Employee paid

Plan Year: January - December

Claim Procedures: Please refer to CLAIM PROCEDURES section(s).

Statement of ERISA Rights: Please refer to STATEMENT OF ERISA RIGHTS section.

Eligibility and Circumstances Limiting Eligibility: As described in the Certificate of Insurance.

Type of Plan: As described in the Certificate of Insurance.

Benefits in Plan: As described in the Certificate of Insurance.

Amendment or Termination of Plan: The Policyholder makes no promise to continue these benefits in the future and rights to future benefits will never vest. The Policyholder reserves the right to amend, modify, revoke or terminate the plan, in whole or part, at any time.

ReliaStar Life's Group Policy may be amended or terminated as set forth in the Group Policy.

Benefits, Rights, and Obligations after Termination: As described in the Certificate of Insurance.

SUMMARY PLAN DESCRIPTION

CLAIM PROCEDURES FOR DISABILITY INCOME INSURANCE

1. Information regarding claim submission may be obtained from the Plan Administrator or Human Resource Department.
2. ReliaStar Life Insurance Company (ReliaStar Life) will process the claim and make payment or issue a denial notice.
3. Written notice of denial of a claim will be furnished to the claimant within 45 days after receipt of the claim. Up to two extensions of 30 days each will be allowed for processing the claim for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice of any such extension. The notice will state the standards on which the entitlement to the benefit is based, the unresolved issues that prevent a decision on the claim, the additional information needed to resolve those issues, if any, and the date a decision is expected.
4. The notice of denial will be written in an understandable manner and include the following:
   a. The specific reason(s) for the denial.
   b. Specific reference to the provision, internal rule, guideline or protocol which forms the basis of the denial.
   c. A description of additional information, if any, which would enable a claimant to receive the benefits sought and an explanation of why it is needed.
   d. A description and a copy of relevant claim review procedures, including the time limits applicable to such procedures and notice of the claimant's right to bring a civil action pursuant to Section 502(a) of ERISA following an adverse decision on appeal.
5. The claimant may request an appeal at any time during the 180-day period following receipt of the notice of denial of the claim.
6. ReliaStar Life will consider requests for an appeal of a denied claim upon written application of the claimant or his or her duly authorized representative. As part of the appeal, the claimant has the right, upon request and free of charge, to access or obtain copies of all documents, records and other information that is relevant to the claim for benefits. The claimant may, in the course of this appeal, submit to ReliaStar Life written comments, documents, records, and other information relating to the claim. ReliaStar Life will provide a full and fair review that takes into account all comments, documents, records and other information submitted by the claimant without regard to whether such information was submitted or considered in the initial benefit determination. Review of claim denials and final decisions on appeal are the responsibility of ReliaStar Life.
7. Prior to rendering an adverse decision on appeal, ReliaStar Life will provide notice to the claimant of any new or additional evidence considered, relied upon, or generated by the plan, insurers or other persons making the benefit determination. ReliaStar Life will also notify the claimant if it has new or additional rationale for an adverse appeal determination. ReliaStar Life will then provide the claimant with a reasonable opportunity to review and respond to this new information before making its decision. The time period ReliaStar Life has to make its determination will be tolled while it is waiting for the claimant's response.
8. ReliaStar Life will provide the claimant with a written decision of the final determination of the claim. If ReliaStar Life sends an adverse benefit determination following its review of the appeal, the notice of the determination will be written in an understandable manner and include the following:
   a. The specific reason(s) for the adverse benefit determination.
   b. Reference to the specific provision on which the determination is based.
   c. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim.
   d. A statement of the claimant's right to bring a civil action and any contractual statute of limitations period, including the specific calendar date on which such limitations period will expire.
   e. If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse benefit determination, then a copy of any such rule, guideline, protocol or other criterion will be provided free of charge.
   f. The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

This decision will be issued as soon as practicable from the date of appeal, but not longer than 45 days unless an extension is needed. An extension of 45 days will be allowed for making the decision for matters beyond the Plan's control or if additional information is needed from the claimant. The claimant will be given notice if this extension is necessary, stating the reason for the extension, the date a decision is expected, and the additional information needed from the claimant, if any. If the decision on review is not received within these time limits, the claim may be considered denied. If the claimant receives an adverse benefit determination, the claimant will then have the right to bring a civil action pursuant to Section 502(a) of ERISA.

9. ReliaStar Life has final discretionary authority to determine all questions of eligibility and status, to interpret and construe the terms of this policy(ies) of insurance, and to make claim determinations.

SUMMARY PLAN DESCRIPTION

STATEMENT OF ERISA RIGHTS

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

Receive Information About Your Plan and Benefits

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 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 Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The administrator may make a reasonable charge for the copies.

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.

Prudent Actions by Plan Fiduciaries

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 your 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 benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, 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 a copy of plan documents or the latest annual report 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 will 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 fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

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 Office of Participant Assistance, 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.