

## **WHO IS ELIGIBLE**

You will become eligible for insurance on the day you complete the Waiting Period if:

- you are in a Class of Eligible Employees; and .
- you are a permanent, full-time or part-time Employee.

## **WAITING PERIOD**

A period of time that ends on the April 1 that next follows the date of employment. Coverage must be elected during the annual enrollment period from January 1 - February 28 preceding the April 1 effective date of coverage.

## **CLASSES OF ELIGIBLE EMPLOYEES**

Each Employee (1) who is a member of the Transport Workers Union of America, AFL-CIO, (2) who is employed by American Airlines, Inc. in the following classifications:

- Payroll Type 1 Employee
- Payroll Type 2 Employee
- Payroll Type 3 Employee
- Payroll Type 5 Employee
- Flight Dispatcher
- Dispatcher's Assistant
- Meteorologist
- Instructor
- Technician
- Guard
- Union Officer on Leave

## **WHO IS INSURED- EMPLOYEES**

This plan is offered to you as a Transport Workers Union Member. To be insured, you will have to pay the full cost of your benefit.

## **Effective Date of Your Insurance**

You will become insured on the date you elect the insurance by signing an approved payroll deduction form, but no earlier than the date you become eligible. If you are a Late Entrant, your insurance will not become effective until CG agrees in writing to insure you. If you are not in Active Service on the date you would otherwise become insured, you will become insured on the date you return to Active Service.

### **Late Entrant**

You are a Late Entrant if:

- you elect the insurance after you initially become eligible; or
- you again elect it after you cancel your payroll deduction .

CG may require evidence of good health at your expense if you are a Late Entrant.

### **DEFINITIONS**

You will find terms that start with capital letters throughout your certificate. All of these terms are defined in the policy. Definitions included here are to help in understanding the benefits. When the male pronoun is used it will include the female.

### **Active Service**

You will be considered in Active Service:

- on any of your Employer's scheduled work days if you are performing the regular duties of your work on a full-time or part-time basis on that day either at your Employer's place of business or at some location to which you are required to travel for your Employer's business.
- on a day which is not one of your Employer's scheduled work days if you were in Active Service on the preceding scheduled work day.

### **Injury**

The term Injury means an accidental bodily injury.

### **Sickness**

The term Sickness means a physical or mental illness. It also includes pregnancy.

### **Total Disability or Totally Disabled**

You will be considered Totally Disabled if, because of an Injury or Sickness, you are unable to perform all the essential duties of your occupation as determined by the American Airlines medical director.

After Monthly Benefits have been payable for 24 months, you will be considered Totally Disabled only if, because of Injury or Sickness, you are unable to perform all the essential duties

of any occupation for which you are or may reasonably become qualified based on your education, training or experience as determined by the Insurance Company.

### **Retirement Plan**

The term Retirement Plan means any defined benefit plan or defined contribution plan (including a profit sharing plan) sponsored by the Employer. It does not include: (a) an individual deferred compensation agreement; (b) a profit sharing or any other retirement or savings plan that is maintained in addition to a defined benefit or defined contribution pension plan; or (c) any employee savings plan including a thrift, stock option or stock bonus plan, individual retirement account or 401(k) plan.

### **Rehabilitative Work**

You will be considered engaged in Rehabilitative Work if: (a) while Totally Disabled you return to any work for wage or profit; and (b) that work is approved by CG.

## **THE SCHEDULE**

### *Long Term Disability Benefits For You*

### **Benefit Waiting Period**

The Benefit Waiting Period means a period of time ending on the date you have been continuously Totally Disabled for 6 months; a period of Total Disability will be considered continuous even if you temporarily return to work for up to a total of 14 days during that Benefit Waiting Period. The Benefit Waiting Period will be extended by the number of days you temporarily return to work.

### **(APPLICABLE TO FULL-TIME EMPLOYEES)**

### **Monthly Benefit**

The Monthly Benefit for any month is the lesser of (1) or (2):

1. 50% of your monthly Basic Earnings at the time you become Totally Disabled, rounded to the nearer dollar up to a maximum of \$4,000, and reduced by the amount of all Other Benefits for that month, excluding any Other Benefits received by or on behalf of the Employee's dependents;
2. 80% of your monthly Basic Earnings at the time you become Totally Disabled, reduced by the amount of all Other Benefits which you and your dependents receive for that month.

Regardless of any reductions shown in this Schedule, the Monthly Benefit will not be less than

the greater of \$100 or an amount equal to 10% of your monthly Basic Earnings on the day prior to the day you become Totally Disabled. Monthly Benefits will be prorated if payable for any period less than a month.

**(APPLICABLE TO PART-TIME EMPLOYEES)**

**Monthly Benefit**

The Monthly Benefit for any month is 50% of your monthly Basic Earnings at the time you become Totally Disabled, rounded to the nearer dollar up to a maximum of \$500, and reduced by the amount of all Other Benefits for that month.

Regardless of any reductions shown in this Schedule, the Monthly Benefit will not be less than the greater of \$100 or an amount equal to 10% of your monthly Basic Earnings on the day prior to the day you become Totally Disabled. Monthly Benefits will be prorated if payable for any period less than a month.

**REHABILITATION BENEFIT**

The Monthly Benefit for any month during which you engage in Rehabilitative Work will be reduced by 50% of the amount which you earn through that Work during that month.

However, if during that month your total income from:

- your Monthly Benefit described above;
- your earnings; and
- any Other Benefits;

exceeds 75% of your Basic Earnings at the time you become Totally Disabled, your reduced Monthly Benefit for that month will be further reduced by such excess amount. The Rehabilitation Benefit will continue until the earlier of the following dates:

- the date you cease to be engaged in Rehabilitative Work;
- the date Monthly Benefits are no longer payable.

From time to time CG will review your status and may require an account of your earnings and proof of your continued Total Disability.

**Basic Earnings**

The term Basic Earnings means your rate of pay reported by the Employer. It does not include overtime, premium pay, shift differential, approved expenses, bonus, additional compensation or pay for more than 40 hours in a week.

Basic Earnings are determined initially on the date you become insured. A change in the amount of Basic Earnings will be considered effective on the date of such change. If you are not in Active Service on that day, no increase in Basic Earnings will be considered effective until you return to Active Service for one full day. However, an increase in Basic Earnings while you are on the payroll due to earned vacation pay and sick pay during a Benefit Waiting Period will be included. In no event will an increase in your Basic Earnings be considered effective if it occurs:

- between separate periods of Total Disability which are considered one period under the Successive Periods of Disability provision.

\* Basic Earnings include premium pay for Mechanics holding Skill and/or License Premiums up to a maximum amount.

### **Other Benefits**

Other Benefits include:

1. any amounts which you or your dependents receive because of your disability under:
  - a. any group or franchise insurance or similar plan for persons in a group;
  - b. the Canada and Quebec Pension Plans;
  - c. any local, state, provincial or federal government disability or retirement plan or law;
  - d. the Jones Act or any workers' compensation, occupational disease or similar law including all permanent as well as temporary disability benefits;
2. any disability or Old Age Benefits, under the Federal Social Security Act, which you receive (or are assumed to receive) on your own behalf;
3. any disability or Old Age Benefits, under the Federal Social Security Act, which you receive (or are assumed to receive") on behalf of your dependents or which your dependents receive (or are assumed to receive') on account of your receipt (or assumed receipt') of such benefits; and
4. any disability pension retirement benefits which you receive under a Retirement Benefit Plan sponsored by the Employer.

\*See the Assumed Receipt of Social Security Benefits provision.

### **Assumed Receipt of Social Security Benefits**

If you are covered under the Federal Social Security Act for disability or Old Age benefits for yourself and your dependents, you will be assumed to be receiving such benefits. These assumed benefits will be in an amount CG estimates you and your dependents are eligible to receive. This assumption will not be made if you give CG proof that:

- you have applied for these benefits; and
- payments were denied.

However, if payments for disability were denied solely because the disability was not expected to last at least 12 consecutive months, you will be assumed to be receiving such benefits after your disability has continued for 12 consecutive months. This assumption will not be made if you give CG proof that:

- you have reapplied for benefits; and
- payments were again denied.

### **Increases in Other Benefits**

CG will not consider any cost of living increase in any Other Benefits which is effective after: .the first payment of such Other Benefit becomes due; and Monthly Benefits become payable under the policy.

### **Lump Sum Payments**

Any Other Benefits paid in a lump sum (except as shown below) will be deemed to be paid in monthly amounts prorated over the time for which the sum was paid. If no such time is stated, the lump sum will be prorated monthly over your expected life span. CG will determine that expected life span.

Lump Sum Payments under:

- the pension disability plan as part of the Retirement Benefit Plan will be deemed to be paid in the monthly amount which: .
- is provided by the standard annuity option under the Plan, as identified by the Policy holder; or
- is prorated under a standard annuity table over your expected life span (if the Plan does not have a standard annuity option); .
- the Jones Act or any workers' compensation, occupational disease or similar law (which includes benefits paid under a Compromise and Release) will be deemed to be paid monthly:
  - at the rate stated in the award; or
  - at the rate paid prior to the lump sum (if no rate is stated in the award); or
  - at the maximum rate set by the law (if no rate is stated and you did not receive a periodic award) .

### **Recovery of Overpayments**

If the Monthly Benefit for any month is overpaid, CG will have the right to recover the amount overpaid by deducting that amount from any future payments.

## **LONG TERM DISABILITY INSURANCE**

### **Monthly Benefits**

CG will begin paying Monthly Benefits in amounts determined from The Schedule when it receives due proof that:

- you became Totally Disabled while insured for this Long Term Disability Insurance; and
- your Total Disability has continued for a period longer than the Benefit Waiting Period shown in The Schedule.

### **Duration of Monthly Benefits**

CG will stop paying Monthly Benefits on the earliest following date: .

- the date you cease to be Totally Disabled; .
- the date you first receive any retirement benefits, other than a monthly disability pension benefit, under the Retirement Plan sponsored by the Employer;
- whichever of the following dates is applicable to you:

<b>Age When Total Disability Began</b>	<b>Date Monthly Benefits Cease</b>
Age 61 or under	Your 65th birthday;
Age 62	The date the 42nd Monthly Benefit is payable; Monthly
Age 63	The date the 36th Benefit is payable; Monthly
Age 64	The date the 30th Benefit is payable; Monthly
Age 65	The date the 24th Benefit is payable; Monthly
Age 66	The date the 21st Benefit is payable; Monthly
Age 67	The date the 18th Benefit is payable; Monthly
Age 68	The date the 15th Benefit is payable; Monthly
Age 69 or over	The date the 12th Benefit is payable. Monthly

### **Pre-Existing Condition Limitation**

CG will not pay Monthly Benefits for any period of Total Disability which results, directly or indirectly, from an Injury or Sickness for which you, during the 3 months prior to the most recent effective date of your insurance: (1) incurred expenses; (2) received medical treatment; (3) took prescribed drugs or medicines; or (4) consulted a physician. This limitation will not apply to a

period of Total Disability which begins more than 12 months after the most recent effective date of your insurance.

### **Mental Illness Limitation**

CG will pay Monthly Benefits for no more than 24 months during your lifetime for Total Disability caused or contributed to by mental illness, alcoholism and drug abuse.

However, at the end of the 24-month period, if you are Totally Disabled and confined in a hospital, Monthly Benefits will continue to be paid while you are so confined and for up to the 3 months following such confinement. You will be considered confined in a hospital only if you are confined continuously for at least 14 days in a hospital licensed to provide care and treatment for the condition causing the Total Disability.

### **Successive Periods of Disability**

Separate periods of Total Disability resulting from the same or related causes will be considered one period of Total Disability unless separated by your return to Active Service for at least 3 consecutive months.

Separate periods of Total Disability resulting from unrelated causes will be considered one period of Total Disability unless separated by your return to Active Service for at least one full day.

These provisions do not apply:

1. to the Benefit Waiting Period; or
2. when you become eligible for benefits under any other group long term disability policy.

### **Disabilities Not Covered**

No Monthly Benefits will be paid if your Total Disability results, directly or indirectly, from:

- participation in the commission, or attempted commission, of a felony or high misdemeanor, or engagement in illegal occupation;
- injuries intentionally self-inflicted while sane or insane;
- any act or hazard of: (a) a declared or undeclared war; or (b) resistance to armed aggression.

No Monthly Benefits will be paid for a period of Total Disability when you are not under the care of a licensed physician.

## **SUPPLEMENTAL PENSION BENEFITS**

If you, while insured for Supplemental Pension Benefits, become Totally Disabled and if a Monthly Benefit is payable under the policy for that disability, CG will pay you a Supplemental Pension Benefit. Payment will begin at the time indicated below and continue for the remainder of your life. Payment of any Supplemental Pension Benefit will be subject to all of the following terms and conditions.

### **Amount of Supplemental Pension Benefit**

For each calendar year during which 12 Monthly Benefits are payable, you will accrue a Supplemental Pension Benefit. The amount of each Supplemental Pension Benefit will be an amount determined in accordance with one of the following formulas, whichever is the greatest amount:

1. An amount equal to 1.25% of the first \$550 of your monthly Basic Earnings and 2% of your monthly Basic Earnings in excess of \$550, multiplied by the number of calendar years for which 12 Monthly Benefits were payable for you. Your monthly Basic Earnings will be those in effect at the time you become Totally Disabled.
2. An amount equal to 1.667% of the Employee's Final Average Compensation, multiplied by the number of calendar years for which 12 Monthly Benefits were payable for you.
3. An amount equal to the number of calendar years for which 12 Monthly Benefits were payable for you, multiplied by the Monthly Amount based on the following schedule:

Job Category on the day ..... Monthly Amount  
prior to the day you  
become Totally Disabled

Each Airline Mechanic,  
Flight Dispatcher,  
Dispatcher's Assistant,  
Meteorologist or  
Union Officer on Leave..... \$24.00

Each Other Employee..... 23.50

For each calendar year during which less than 12 Monthly Benefits are payable, you will accrue a Supplemental Pension Benefit in the manner set forth above, except that the Supplemental Pension Benefit will be prorated.

The aggregate of the Supplemental Pension Benefits accrued for you during the entire period for which you receive a Monthly Benefit under the policy will be divided by 12 to determine the

monthly Supplemental Pension Benefit to which you are entitled.

### **Payment of Supplemental Pension Benefit**

Your first Supplemental Pension Benefit will begin on the later of:

- the first day of the month coinciding with or next following your normal retirement date; or
- the first day of the month for which a Monthly Benefit is no longer payable.

If you cease to be Totally Disabled after you have accrued Supplemental Pension Benefits, and if you elect early retirement at age 55 or later (whether or not you were employed in the interim), you will receive an early Supplemental Pension Benefit in lieu of the Supplemental Pension Benefit otherwise payable. Such early Supplemental Pension Benefit will be an amount equal to a percentage, based on the following schedule, of the Supplemental Pension Benefit which otherwise would have become payable.

<b>Age on Date of Early Retirement</b>	<b>Percentage of Supplemental Pension Benefit Payable at Early Retirement Date</b>
Age 65	100%
Age 64	100%
Age 63	100%
Age 62	100%
Age 61	97%
Age 60	94%
Age 59	91%
Age 58	88%
Age 57	85%
Age 56	82%
Age 55	79%

If Supplemental Pension Benefits have accrued on your behalf, those Supplemental Pension Benefits will become payable in accordance with the above provisions whether or not you remain in the employ of the Employer, except that if you die before your first payment is due, no Supplemental Pension Benefit will be payable.

### **Lump Sum Settlement**

If the amount of Supplemental Pension Benefit accrued is less than \$20, monthly payments may be commuted, at the option of CG, on the basis of the 1958 Commissioners' Standard Ordinary

Mortality Table with compound interest at the rate of 3 1/2% per annum. This amount will be paid in a lump sum to you on the latest of the following dates:

- the date you cease to be Totally Disabled;
- the date you or any other employee terminate employment and for whom Supplemental Pension Benefits have accrued, on your normal retirement date; or
- the first day of the month for which a Monthly Benefit is no longer payable for you.

### **Guarantee Payment Option**

CG will pay your Supplemental Pension Benefits for a minimum payment period of 120 months if you elect this Guaranteed Payment Option at least 1 year prior to the date your Supplemental Pension benefit becomes payable.

These Benefits will be payable as follows:

- If you die before the 120-month payment period ends, the remaining Benefits will be payable to your designated beneficiary;
- If you survive the 120-month payment period, Benefits will continue to be payable to you for the remainder of your life.

The amount of the Supplemental Pension Benefit you will receive under this option is equal to a percentage, based on the following schedule, of the Supplemental Pension Benefit which you would otherwise receive under the standard payment method. Age Benefit Becomes Payable Percentage of Supplemental Pension Benefits

<b>Age Benefit Becomes Payable Percentage of Supplemental Pension Benefits</b>	
65 and over	93%
60 to 64	96%
55 to 59	98%

### **PAYMENT OF BENEFITS**

#### **To Whom Payable**

All disability benefits that are payable will be paid to you.

If any person who is entitled to benefits is a minor or is unable to give valid receipt for them or dies while any benefits remain unpaid, they will be paid to the person or institution entitled to them according to the terms of the policy.

### **Time of Payment**

Benefits will be paid by CG, after receipt of due proof, at monthly intervals.

### **TERMINATION OF INSURANCE - EMPLOYEES**

Your insurance will cease on the earliest date below:

- the date you cease to be eligible for the insurance.
- the last day for which you have made any required contribution for the insurance.
- the date the policy is cancelled.
- the date your Active Service ends, except as set forth below. If your Active Service ends due to Total Disability for which Monthly Benefits are or may become payable, your insurance will continue while that Total Disability continues during the Benefit Waiting Period, and thereafter, but only for as long as Monthly Benefits are payable. If you return to Active Service and are eligible for insurance as soon as Total Disability ceases, the insurance will be reinstated when your payroll deductions resume. If your Active Service ends due to layoff or leave of absence, the insurance will be continued until (a) your payroll deductions cease or (b) the master policy is cancelled. Your insurance will not be continued for more than 60 days past the date your Active Service ends. (With the exception of Union Officers on leave of absence.)

If you return to Active Service within 24 months, the insurance will be automatically reinstated on that date, which will be your new effective date. (Pre-existing Condition Limitation will apply.) Upon recall to Active Service, you should contact your T.W.U. Representative to ensure enrollment. If you return to Active Service after more than 24 months, you will become eligible for the insurance on the day you complete the Waiting Period.

### **WAIVER OF PREMIUM**

Your premium will be waived while Monthly Benefits are payable to you.

### **EXTENSION OF BENEFITS AFTER CANCELLATION**

Payment of Monthly Benefits will not be affected by cancellation of the policy as long as your Total Disability begins while the policy is in force.

### **ACCIDENT AND HEALTH PROVISIONS**

#### **Notice of Claim**

Written notice of claim must be given to CG within 30 days after the occurrence or start of the

loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

### **Claim Forms**

When CG receives the notice of claim it will give to the claimant, or to the Policyholder for the claimant, the claim forms which it uses for filing proof of loss. If the claimant does not get these claim forms within 15 days after CG receives notice of claim, he will be considered to meet the proof of loss requirements of the policy if he submits written proof of loss within 90 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

### **Proof of Loss**

Written proof of loss must be given to CG within 90 days after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible. Upon request, written proof of continued Total Disability and of regular attendance of a physician must be given to CG within 30 days of such request

### **Physical Examination**

CG, at its own expense, will have the right to examine any person for whom claim is pending as often as it may reasonably require.

### **Legal Actions**

No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with CG. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required.

### **HOW TO FILE YOUR CLAIM**

The prompt filing of any required claim form will result in faster payment of your claim.

You may get the required claim forms from your Local Union Representative. All claim forms should be completed by you and your physician. Completed claim forms should be filed with your Local Union Representative.

### **Disability Income**

The claim form should be filed early to be sure you will receive the benefits while you are out of work and need them most. **DO NOT WAIT UNTIL YOUR RETURN TO WORK TO REPORT YOUR DISABILITY.**

**CLAIM REMINDERS:**

- **BE SURE TO USE YOUR SOCIAL SECURITY AND ACCOUNT NUMBER WHEN YOU FILE CG'S CLAIM FORMS; OR WHEN YOU CALL YOUR CG CLAIM OFFICE. YOUR ACCOUNT NUMBER IS THE 7 DIGIT POLICY NUMBER SHOWN ON THE FIRST PAGE OF THIS CERTIFICATE.**
- **PROMPT FILING OF ANY REQUIRED CLAIM FORMS RESULTS IN FASTER PAYMENT OF YOUR CLAIMS.**

Your servicing claim office is:

Connecticut General Life Insurance Company  
Dallas SRO Claim  
High Point Center, #1  
12225 Greenville Ave., Suite 655  
LB H-179  
Dallas, TX 75243  
(214) 907-6500  
(800) 352-0611

**SUMMARY PLAN DESCRIPTION**

The name of the plan is:

Long Term Disability Insurance Plan for the Transport Workers Union of America, AFL-CIO, Employees of American Airlines

The name, address, ZIP code and telephone number of the sponsor of the plan is:

Transport Workers Union of America Air Transport Division 80 West End Avenue New York, New York 10023 (212) 873-6000

Plan Number  
501

The name, business address, ZIP code and business telephone number of the Plan Administrator is: Transport Workers Union of America Air Transport Division 1848 Norwood Plata, Suite 112 Hurst, Texas 76054 (800) 525-1738

The name, address and ZIP code of the person designated as agent for the service of legal process is:

Transport Workers Union of America Director of Air Transport Division 80 West End Avenue  
New York, New York 10023

The cost of the Plan is paid for entirely by the members. The Plan's fiscal year ends on December 31. The preceding pages set forth the eligibility requirements and benefits provided for you under this plan.

The Plan Administrator may change or eliminate benefits under the plan and may terminate the entire plan or any portion of it. Your individual coverage terminates when you leave active service, when you are no longer in an eligible class or when the Plan Administrator terminates the plan, whichever occurs first. See your Plan Administrator to determine what, if any, arrangements may be made to continue your coverage beyond the date you cease to be employed

You may obtain claim forms and instructions for filing claims from the Plan Administrator or from your Local Union office. If a claim is denied, you will be notified in writing of the reason for denial. You, or another person in your behalf, may request a review of a denied claim by writing, within 60 days of receipt of the denial notice, to the Connecticut General claim office which handled your claim. This written request for review should state the reasons why you feel your claim should not have been denied and should include any additional documentation (medical or dental records, etc.) which you feel supports your claim. You may also submit for consideration additional questions or comments which you feel are appropriate and you may review pertinent documents. Under normal circumstances you will be notified of the final decision within 60 days of the date your request for review is received. If there are special circumstances requiring delay, you will be notified of the final decision no later than 120 days after your request for review is received.

The plan is administered directly by the Plan Administrator with benefits provided in accordance with provisions of the group insurance policies issued by Connecticut General Life Insurance Company of Hartford, Connecticut.

The following statement of ERISA rights is required by federal law and regulation. As a participant in this 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:

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work sites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan

- with the U. S. Department of Labor, such as detailed annual reports and plan descriptions.
- b. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The administrator may make a reasonable charge for the copies.
  - c. Receive a summary of the plan's annual financial report if the plan covers 100 or more participants. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

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. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you may receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a federal court.

In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that the 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.

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, you should contact the nearest Area office of the U.S. Labor -- Management Services Administration, Department of Labor.