

**THE IBEW PENSION BENEFIT FUND**  
**Rules and Regulations of the International Executive Council**  
**of the International Brotherhood of Electrical Workers, AFL-CIO,**  
**for the IBEW Pension Benefit Fund**  
**Revised August 2019**

WHEREAS, the IBEW Constitution provides under Article XI, Section 6(h):

*Interpretations, Definitions and Decisions.* The IEC is hereby granted discretionary authority to make definitions of the terms used in this article of the Constitution and to make interpretations of or construe these constitutional provisions and its Rules and Regulations which shall be final and binding. The IEC is also granted discretionary authority to determine eligibility for benefits, and the decisions of the IEC on all questions arising hereunder, including cases of eligibility for and computation of the amount of, benefits shall be final and binding.

No benefits are authorized other than those expressly stated in the IBEW Constitution and the Rules and Regulations of the IEC; and

WHEREAS, Article XI, Section 9 of the IBEW Constitution further provides:

The procedures for applications for benefits and for making determinations thereon shall be as prescribed in the Rules and Regulations of the IEC; and

WHEREAS, the Agreement and Declaration of Trust for the IBEW Pension Benefit Fund, Article IV, Section 3, provides:

Consistent with Article 12, Sections 4(f) and 7 [now Article XI, Section 6(h) and 9] of the Constitution, the Trustees shall be authorized to establish Rules and Regulations to govern the administration of the Fund, including, but not limited to, the establishment of procedures for making applications for benefits and for making determinations thereon; and

WHEREAS, the IEC after full consideration, and on the basis of the recommendations of the actuaries, deemed it appropriate to establish Rules and Regulations for the accomplishment of the purposes of the above-quoted provisions, and said Rules and Regulations were established on June 4, 1969, and have been revised several times.

NOW, THEREFORE, in accordance with the authority vested in it by the IBEW Constitution, the International Executive Council hereby establishes the following Rules and Regulations for the IBEW Pension Plan, effective August 28, 2019:

**Sec. 1. Retirement Benefits** An "A" member who retires from the electrical industry after December 31, 2006, shall be entitled to benefits in accordance with the following rules as to eligibility;

(a) *Normal Pension.* An “A” member of the IBEW in continuous good standing with five (5) or more years immediately preceding his application, who has attained the age of sixty-five (65) years, shall receive pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous “A” membership.

(b) *Optional Early Retirement Pension.* An “A” member of the IBEW in continuous good standing with twenty (20) or more years immediately preceding his application, who has attained the age of sixty-two (62) years, may elect to receive reduced pension benefits as long as he lives, computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous “A” membership, reduced by six and two-thirds percent (6 2/3%) for each year or part thereof the said “A” member was under the age of sixty-five (65) at the date of his retirement. The election of this option must be made on a form prescribed by the IST and will become effective on the date he is placed on pension. The election of this option shall be irrevocable.

(c) *Optional Spouse’s Benefit.* Each “A” member retired under Section 1(a), Section 1(b), or Section 2 may, in lieu of the payment of pensions as outlined above, elect to receive a reduced pension as long as he lives, with the provision that after his death one-half of such reduced pension shall continue to be paid to his spouse thereafter as long as such spouse survives him. The amount of such reduced pension payable under this election shall be actuarially equivalent to the pension otherwise payable. This election is effective on the date the member is placed on pension, except in the event the member and the member’s spouse are subsequently divorced or in the event the member’s spouse subsequently predeceases the member, the benefit payable to the member shall be recalculated and shall be equal to the unreduced benefit which would have been provided under Sec. 1(a), 1(b) or 2, as the case may be. This recalculated benefit shall commence the month of January 2002 for those members who became divorced or whose spouses predeceased them prior to or on December 31, 2001; and for all other members, as of the last day of the month next following either the date of the divorce or the death of the spouse.

(d) *Lump Sum Payment and Less Frequent than Monthly Payment of Small Benefits.* If the amount of the monthly benefit to be paid under Section 1 (a), Section 1 (b), Section 1 (c) or Section 3 is \$30.00 or less, the member shall receive a lump sum payment which shall be actuarially equivalent to the amount of the pension otherwise payable. Thereafter, neither the member nor any spousal beneficiary will have any further right to payment of a benefit under Section 1 (a), 1 (b), 1 (c) or Section 3.

**Sec. 2. Disability Pension.** An “A” member of the IBEW who is totally disabled on or after January 1, 2007, and who has continuous good standing of twenty (20) or more years immediately preceding his application shall receive disability pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous “A” membership. If a member was totally disabled prior to or on December 31, 2006, the member’s benefits will be based on rates that were in effect at the time of disability.

(a) Benefits will be paid commencing on the first day of the month in which it has been

determined that the member became totally disabled, provided that no period of total disability shall be considered to commence before the "A" member has completed twenty (20) or more years in continuous good standing.

(b) The applicant for disability pension benefits must maintain his continuous good standing as an "A" member until the date of approval of his application by the IEC and shall, in the event of such approval, receive a full refund of I.O. dues from the date of commencement of his total disability. The period following the commencement of total disability shall not be counted in computing the amount of disability pension benefit.

(c) Members awarded disability pension benefits should be encouraged to seek rehabilitation and return to full-time employment wherever possible. The LU is authorized to approve programs of vocational rehabilitation, whether formal or informal. Such approved rehabilitation programs shall be considered to begin only when the LU gives its approval thereto in writing and to end when the LU withdraws such approval. Work performed in connection with any such approved rehabilitation program shall not disqualify the member for disability pension benefits nor be deemed a violation of Section 6(d) of these Rules and Regulations or Article XI, Section 6(d) of the Constitution.

(d) A period of disability shall end at the close of the last day of the month preceding the day upon which a member who has been on total disability pension benefit returns to work or upon which the IEC makes a determination on the basis of proof that the total disability has ceased. At the end of the period of disability, the member who has been on total disability pension benefit shall not receive any further such benefits and shall become obligated for payment of dues unless and until he is reinstated to total disability pension benefits in accordance with the procedures set forth in Section 2(f) of these Rules and Regulations.

(e) "Total disability" means inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than twelve (12) months, provided, however, that any of the following disabilities will disqualify the member for benefit:

- (1) Disability which was contracted, suffered or occurred while the participant was engaged in, or resulted from his having engaged in, a felonious act or enterprise.
- (2) Disability which was self-inflicted.
- (3) Disability arising out of, or occurring during, service in the Armed Forces of any country.

(f) *Proof of Total Disability.* Any member will normally be presumed to be disabled for IBEW disability pension purposes if he presents evidence:

- (1) That he has been awarded Social Security Total Disability Insurance

Benefits or total disability benefits under the Canada Pension Plan, or Quebec Pension Plan, or Canadian Disabled or Blind Persons Act.

- (2) That he has been awarded a total disability annuity under the U.S. Railroad Retirement Act.
- (3) That he has been awarded a Total Disability Retirement Benefit under the Civil Service Retirement Act.
- (4) That he has been awarded a total disability pension under a retirement system of a state or provincial government.

The LU, the IST, or the IEC may request medical evidence that a member is totally disabled in all instances. Medical evidence shall be required in cases not falling within the above categories. Such medical evidence shall consist of a statement by the attending physician which shall be reviewed by a physician approved by the IST, and if claim for benefit is not approved, the IST may then request a physical examination by a legally-qualified physician designated by the IST or approved by him. The LU, the IST, or the IEC may from time to time request that proof of continued disability be furnished.

Any member who seeks reinstatement to total disability pension benefits after a period of such disability has ended shall make application therefore in accordance with the procedures set forth in the preceding paragraphs of this section. If the IEC determines that total disability has recommenced within a period less than nine (9) months after the end of the prior period of disability, the disability pensioner need not reapply for benefits, but may resume disability retirement upon written notice to the IST.

**Sec. 3. Vesting.** An "A" member who has completed twenty (20) or more years of "A" membership in continuous good standing and who ceases being engaged in the electrical industry prior to the attainment of age sixty-five (65) shall, if an application is filed and approved after December 31, 2006, obtain a vested right to pension benefits, but not disability pension benefits or death benefits. This vested right will entitle him to receive, commencing at age sixty-five (65), pension benefits computed on the basis of four dollars and fifty cents (\$4.50) per month for each full year of such continuous "A" membership, less four dollars and fifty cents (\$4.50) per month for each year or part thereof the said "A" member was under the age of sixty-five (65) at the date his application was received. The applicant for vested pension rights must maintain his continuous good standing as an "A" member until the date of approval of his application by the IEC, and shall, in the event of such approval, receive a full refund of I.O. dues from the month following receipt of his application. The period following the receipt of such application shall not be counted in computing the amount of vested pension rights.

Vested rights are not extended to "A" members who apply for and accept Honorary Withdrawal Card status under Article XXIV, Section 3 of the IBEW Constitution. Honorary Withdrawal Card members relinquish any claim to vested, early, normal or disability benefits (as well as death benefits or optional spouse's benefits) from the IBEW Pension Benefit Fund on the basis of past membership, regardless of the number of years' continuous good standing acquired prior to

issuance of the Honorary Withdrawal Card.

**Sec. 4. Death Benefits.** Upon the death of an “A” member on or after January 1, 2007, a death benefit shall be payable as follows:

(a) *Benefit Level.* Upon the death, on or after January 1, 2007, of a non-retired “A” member who then has at least six (6) months’ continuous and active good standing, the beneficiary to receive the death benefits payable under this paragraph shall be paid the sum of six thousand two hundred fifty dollars (\$6,250.00) if the said “A” member died from natural causes, or the sum of twelve thousand five hundred dollars (\$12,500.00) if the said “A” member died by accidental means. However, no death benefit shall be payable upon the death of a non-retired “A” member if such member was more than two months in arrears in dues payments, unless it can be demonstrated that the arrearage was not the fault of the member, in which case the death benefit shall be reduced by the amount of the arrearage. Upon the death from either natural causes or accidental means of an “A” member on or after January 1, 2007, who is retired under Section 1 or Section 2, the beneficiary to receive the death benefits shall be paid a sum computed by subtracting from six thousand two hundred fifty dollars (\$6,250.00) all pension benefits paid by the IBEW Pension Benefit Fund to the retired member. However, in no event shall the amount of the death benefit due as a result of the death of an “A” member retired under Section 1 or Section 2 be less than three thousand dollars (\$3,000.00), except as provided in Section 4(c) below. All death benefits payable under this provision are payable without interest.

(b) *Beneficiaries.* Upon the failure of any member to name an original beneficiary, or to name a new beneficiary after the death or inability to take of one previously named, the death benefit shall be payable to the following individual(s) in the indicated order of priority: 1) member’s spouse; 2) member’s children; 3) member’s parents; and 4) member’s estate. Every “A” member shall have the right to name the person or persons, including the member’s estate, who are to be the member’s beneficiary or beneficiaries under the death benefit provisions of the IBEW Pension Benefit Fund. Every member shall have the privilege of changing beneficiaries. If the beneficiary entitled to the death benefit (either the beneficiary named by the “A” member or the individual(s) in the indicated order of priority stated above) cannot be located or does not file a claim for the death benefit within ninety (90) days after the date of death, the benefit may be paid to a contingent beneficiary or in the indicated order of priority stated above. If no valid claim is filed, no appropriate beneficiary can be located, and the member has no estate to which the benefit can be paid, the death benefit shall revert to the IBEW Pension Benefit Fund on the second year anniversary of the member’s death and no benefit will be paid subsequent to the reversion.

*Set Off of Death Benefit.* If the IBEW Pension Benefit Fund has sent pension payments payable to the deceased member after the member’s death as a result of a failure to notify the IBEW Pension Benefit Fund of the death of the member, and the recipient of those pension payments has not returned them to the IBEW Pension Benefit Fund, but retained the pension money, the IBEW Pension Benefit Fund may set off from the death benefit, and refuse to pay to any beneficiary, the amount equal to the total amount of the pension overpayment. If the overpayment is less than the amount of the death benefit, the amount of the overpayment is subtracted from the amount of the death benefit payable, and the deceased member’s

beneficiary will receive the difference. If the overpayment is greater than the amount of the death benefit payable, the death benefit payable is subtracted from the amount of the overpayment due and the Fund is fully authorized to recover whatever additional amounts are owed.

(c) “*Accidental Death*”. Accidental death is defined as a death that resulted from bodily injury sustained on or off the job through violent external and accidental means and only if death occurs within ninety (90) days after the injury except that the following causes of death shall not be considered accidental death:

- (1) Disease or its treatment.
- (2) Hernia.
- (3) Medical or surgical treatment except where death results directly from a surgical operation made necessary solely by the accident and performed within ninety (90) days after the date of the accident.
- (4) War or any act of war, whether war is declared or not; insurrection or rebellion.
- (5) Suicide.
- (6) Abuse of illegal drugs.

A beneficiary claiming the accidental death benefit shall have the burden of documenting and proving that the death was an accidental death.

**Sec. 5. Benefits of “A” members who have retired, become disabled, were approved for a vested pension, and/or died on or before December 31, 2006.** The pension benefits of an “A” member of the IBEW who retired from the electrical industry and was placed on the pension rolls on or before December 31, 2006, shall be governed by the rules in effect as of the date he was placed on the pension rolls. The disability benefits of an “A” member who became disabled on or before December 31, 2006, shall be governed by the rules in effect at the time of the disability. The vested pension of an “A” member who was approved for a vested pension on or before December 31, 2006, shall be governed by the rules in effect on the date he was approved for a vested pension. The death benefits of an “A” member of the IBEW who died on or before December 31, 2006, shall be governed by the rules in effect as of the date of his death.

## **Sec. 6. General Provisions**

(a) “*Continuous Good Standing*.” Any period of membership used in determining eligibility or in computing benefits shall include only consecutive years of “A” membership in good standing in the IBEW, except that years of membership when on pension or disability pension shall not be counted. Any member that transfers from “A” membership status to “BA” membership status or who is dropped from membership after six months’ delinquency in dues payments or

who has accepted honorary withdrawal card status shall not be considered in good standing for purposes of determining eligibility for or in computing benefits under this Article. In addition, a member shall not be eligible for pension approval while such member has an outstanding LU trial board assessment. *Provided further* that, if a member who has been granted a normal pension, an early retirement pension, a disability pension, or a vested pension right returns to the electrical industry and “A” membership, a benefit based on the period of continuous “A” membership after such return shall be added to the amount of his previous normal pension, early retirement pension, disability pension, or vested pension right.

(b) *Waiver.* Any member who desires to waive any portion of his pension, either monthly or yearly, may do so by notifying the IST. Any portion of the pension so waived will not be returned to the pensioner at a later date.

(c) *Per Capita Tax of Members on Pension, Disability Pension or With a Vested Pension Right.* The per capita tax owed by “A” members who are approved for normal, early, disability or vested pension benefits under this Article is hereby waived.

(d) *Prohibition of Work.* It is a condition for admission to pension benefits, including vested pension right and the continuation thereof, that the member shall not perform any work of any kind coming under the IBEW’s jurisdiction either for compensation or gratis for anyone, except that a member may work as an instructor in an IBEW recognized apprenticeship program, or as an Electrical Inspector for a governmental authority where Electrical Inspectors are not covered by an approved IBEW collective bargaining agreement. A retired member shall be permitted to attend LU meetings, and, with the LU’s approval, have a voice at such meetings, but shall not have a vote; provided, that a member who comes off pension and returns to the trade shall not be permitted to vote in any LU election for a period of one hundred twenty (120) days following his return to trade. He shall observe his obligation of membership and show due obedience to IBEW laws and the bylaws of its LUs.

(e) *Non-Assignment of Benefits.* No member, pensioner or beneficiary shall have the right to assign, transfer, sell, mortgage, encumber or pledge any pension or death benefits, and such assignment, transfer, sale, mortgage, encumbrance, or pledge shall be void and of no effect whatsoever. So that such benefits shall not in any way be subject to any legal process, execution, attachment or garnishment or be used for the payment of any claim against any member, pensioner or beneficiary, or be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise, the IEC shall have the right to postpone any payment under this Plan to a pensioner or beneficiary. This provision shall be administered under ERISA Section 514 and in a manner which incorporates ERISA Sections 206(d)(3)(A), (B), (C), (D), (G), (H), (I), (J), and (K).

(f) *Computation of Pension Benefit.* The period of continuous good standing employed in calculating a member’s pension benefit shall be computed as of his anniversary date, which is the first day of the month in which such member is initiated as an “A” member of the IBEW or in which such member transfers from “BA” membership status to “A” membership status or in which such member returns to “A” membership status from honorary withdrawal status or from vested pension status. A member earns a year of good standing by maintaining membership from one

anniversary date up to his next anniversary date.

(g) *Forfeiture.* Members who have been expelled from membership or who have resigned from membership (other than with an approved vested benefit), forfeit all rights in any pension or death benefits payable from the IBEW Pension Benefit Fund.

**Sec. 7. Withdrawal Cards.** “A” Members on Participating Withdrawal Cards who have maintained their continuous good standing in the IBEW and who make application for pension benefits shall be governed and their applications handled in the same manner as active members of LU’s, except that notice of application shall be given to the IBEW International Office. Members on honorary withdrawal card status shall not be entitled to a pension or death benefit under this Article.

## **Sec. 8. Procedures**

### (a) Normal, Early, Disability, and Vested Pension Benefits

The following procedures apply to all pension applications:

- (1) Applications for all pension benefits are online at [www.ibew.org](http://www.ibew.org) or available at the LU office.
- (2) Participating withdrawal card members will exchange their applications directly with the IBEW International Office.
- (3) Upon receipt of the member’s correctly completed application, the Financial Secretary of the LU shall report on it at the LU meeting and shall then forward the properly signed and sealed application to the IST.
- (4) The IST shall review and make determinations upon all such applications. Those that appear to be in order shall be placed on the pension benefit roll. The IST shall report his action on each application to the IEC at its next meeting.
- (5) Any member, on being notified that he is entitled to such benefits or rights shall pay his per capita tax for the current month in his LU. These members will be placed on the pension roll the first of the month following favorable action by the IST or the IEC and after they have paid their dues in full to their local unions.

### (b) Additional procedures for all types of pension, other than Disability:

- (1) *Initial Determination.* If the IST determines that an individual who has claimed a right to receive benefits under the Plan is not entitled to receive all or any part of the benefits claimed, the IST will inform the claimant of the determination in writing and explain the reasons in layman’s terms with

specific references to pertinent Plan provisions on which the determination is based. The determination notice will also include a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary. Finally, the notice will provide a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination. The IST will notify the claimant of his initial determination within ninety (90) days after receipt of the fully filled out claim by the IST, unless special circumstances require an extension of time for processing the claim, in which case the IST will notify the claimant, in writing, of such special circumstances and will act within one hundred eighty (180) days after receipt. If an extension of time is required, an extension notice will be sent to the claimant. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

- (2) *Appeals from Initial Determination.* The appeal procedure is as follows: The claimant, or a designated representative, may within sixty (60) days after receipt of the notification of the IST's denial, submit to the IEC a written request for review. At that time, the claimant, or the designated representative, will be given the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The claimant will also be provided, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits. The IST will furnish all records and data on these applications to the IEC.

The decision on appeal will be made at the IEC's next regularly scheduled meeting. If the next regularly scheduled meeting is within thirty (30) days receipt of the request for review, the decision may be made at the second regularly scheduled meeting of the IEC following the receipt of the request for review. If special circumstances require a further extension of time, a benefit determination shall be rendered not later than the third regularly scheduled meeting of the IEC. If such extension of time is required, the IEC will provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the determination will be made. The IEC will render its final decision in writing within five (5) days of the determination. If there is an adverse benefit determination on review, the IEC shall provide the reasons and reference the Plan's provisions on which the adverse benefit determination is based. In such event, the claimant is also entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits, and will be notified that he has the right to bring a civil action under ERISA Section 502(a).

(c) Additional Procedures for Disability pension applications only:

- (1) *Initial Determination.* The IST will notify the claimant of his determination of the initial claim within forty-five (45) days after receipt by the IST of the fully filled-out claim, unless the IST determines that an extension is necessary due to matters beyond his control and notifies the claimant, within the original forty-five (45) day period, that the IST will require an additional thirty (30) days and will act within seventy-five (75) days after receipt of the claim. The determination period may be re-extended for a further thirty (30) days, if circumstances arise, for a possible determination period of one hundred five (105) days.

If extensions are required, extension notice(s) will be sent to the claimant. The extension notice shall explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. If further information is required from the claimant, the claimant shall be afforded at least forty-five (45) days within which to provide the specified information.

If an adverse benefit determination is made, a determination notice will be sent and will explain in layman's terms: (1) the specific reason(s) for the adverse determination, including any basis for disagreeing with a disability determination by other third party disability payers or any views of medical or vocational experts or health care professionals treating the claimant to the extent the determination or views were presented by the claimant to the Plan; (2) a description of specific Plan provisions, internal guidelines, rules, or protocols on which the benefit determination is based or a statement that such internal rules or guidelines do not exist; (3) if the denial is based on an exclusion or limit, the notice will either describe such exclusion or limit or indicate that an explanation of such is available free of charge upon written request; (4) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (5) a statement that the claimant is entitled to receive upon request copies of all documents, records and other information relevant relied upon by the plan in making its adverse determination; and (6) if applicable, a statement in the appropriate non-English language indicating how to access language services provided by the Plan. The notice will also describe the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse determination on review.

- (2) *Appeals from Initial Determination.* If the IST determines that an individual who has claimed a right to receive benefits under the Plan is not entitled to receive all or any part of the Benefits claimed, the claimant, or a designated representative may, within one hundred eighty (180) days after receipt of

the IST's denial, submit to the IEC a written request for review. At that time, the claimant will be given the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The review of the adverse benefit determination will be conducted by the IEC, excluding the IST, and will take into account all comments, documents, records and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial disability benefit determination. If the Plan or IEC relies upon or generates new or additional evidence in connection with the claimant's request for review of the adverse determination, the evidence will be provided to the claimant as soon as possible and sufficiently in advance of the date on which the request shall be reviewed to give the claimant reasonable opportunity to address the new evidence. The claimant will also be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claimant's claim for benefits.

The IEC will notify a claimant of the benefit determination on review within forty-five (45) days of receipt of the claimant's request for review by the Plan, unless the IEC determines that special circumstances require an extension of time for processing the claim. In no event shall such extension of time exceed a period of forty-five (45) days from the end of the initial period. If the IEC determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the end of the initial forty-five (45) day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the determination on review. If there is an adverse benefit determination on review, the IEC shall provide notice to the claimant, which will state the reason(s) for the denial in layman's terms, reference the specific Plan provisions, exclusions or limits that support the denial, including any basis for disagreeing with a disability determination by other third party disability payers or any views of the claimant's medical and vocational experts or treating health care professionals (to the extent the determination or views were presented by the claimant to the IEC), and indicate that the claimant is entitled to receive, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claimant's claim for benefits. In addition, the notice will include a statement describing the claimant's right to bring a civil action under Section 502(a) of ERISA. If the claim denial is based on an internal rule, guideline, protocol or other similar provision, a description of said internal guideline or rule shall be detailed in the notice or that such internal rules, guidelines or protocols do not exist. If the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), the notice will describe said exclusion or limit and indicate that an explanation of the scientific or clinical judgment applying the exclusion or limit is available

upon request, free of charge. If applicable, the notice will also include a statement in the appropriate non-English language indicating how to access language services provided by the Plan. Finally, the notice will include the following statement: “You and the 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.”

- (d) *Claims for Death Benefits.* Upon the death of a member eligible for the death benefit, those claiming death benefits shall present to the LU a copy of an official death certificate or a certificate of facts concerning the death from a reputable physician or proper authorities located in the city or town where such death occurred or nearest to it, and all documents shall then be forwarded by the LU Financial Secretary to the IST. If a claim by the beneficiary is not received by the IST within 90 days following the date of the member’s death, the death benefit may be paid to the next eligible beneficiary. In case of application for accidental death benefits, the IST may require such additional information in support of the claim as may be deemed necessary and the IST shall have the authority to render a final determination on a claim for death benefits.
- (e) *Prohibition of Work Procedures.* If a member on pension returns to work in the electrical industry, other than as an instructor or Electrical Inspector as discussed in Section 6(d) of the IBEW Constitution, the member must resume payment of dues and, through his LU, notify the IST to cease paying the monthly pension benefit.

If a member fails to pay dues or notify the IST upon resumption of employment in the electrical industry and a written and signed allegation has been submitted to the IBEW that the retired member has returned to such employment, the following procedure shall apply:

- (1) The IST shall have an investigation conducted.
- (2) The IST will then decide whether to suspend benefit payments.
- (3) The IST shall inform the member of his or her decision and, if the IST suspends the benefit or takes any other action against the member, the IST will inform the member of his or her right to appeal the suspension to the IEC. The initial determination notice shall follow the procedure set forth in Sec. 8(b)(1), above, with the exception of those provisions unique to a claim being made to the IST.
- (4) If the member appeals, the procedures for an appeal set forth in Sec. 8(b)(2), above, shall apply.

Notwithstanding the above, at any point where it is apparent to the IST that the member

is working in prohibited employment, the IST may immediately suspend the member's benefit payments. For example, if the IST learns that a member has returned to National Electrical Benefit Fund covered employment while still receiving an IBEW PBF benefit, the member's benefit payments may be immediately suspended. In such instance, the IST will send a letter to the member notifying him or her of the suspension and informing the member of his or her right to appeal the suspension to the IEC. Such determination notice and appeal, if any, shall follow the procedures set forth in Sec. 8(b), above, with the exception of those provisions unique to a claim being made to the IST.