

Montefiore

A photograph of three healthcare professionals, two women and one man, wearing light blue scrubs and surgical masks pulled down to their chins. They are all smiling warmly at the camera. The background is a soft-focus clinical setting.

For Your Benefit

BTA Benefits Program 2013 Summary Plan Description

BUSINESS TRAVEL ACCIDENT (BTA) INSURANCE

Business Travel Accident (BTA) Insurance pays benefits in case of your death or dismemberment as the result of an accident while traveling on Montefiore business. BTA is paid in addition to any Life and Accidental Death and Dismemberment (AD&D) Insurance benefits.

This is a Summary Plan Description (SPD) of the Business Travel Accident (BTA) Insurance Plan in effect on January 1, 2013. This SPD is designed to meet your information needs and the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA). It explains when you become eligible for benefits, what the plan covers, any benefit limitations that apply, how to file claims and where to obtain additional information.

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ELIGIBILITY

You are eligible for Business Travel Accident (BTA) Insurance benefits if you are a regular, temporary or per diem associate of Montefiore Medical Center or Emerging Health Information Technologies and work at least 50% of a full-time schedule.

Eligible individuals also include positions covered by collective bargaining agreements with:

- The New York State Nurses Association (NYSNA)
- and*
- Local 1199 SEIU United HealthCare Workers East.

Contract employees are not eligible for BTA benefits.

PARTICIPATION

You are automatically enrolled in Business Travel Accident (BTA) Insurance. Coverage begins on your first day at Montefiore.

YOUR COST FOR COVERAGE

Montefiore pays the full cost of your BTA coverage.

COVERAGE AMOUNTS

Your BTA benefit equals four times your annual base salary – providing a minimum benefit of \$100,000 up to an individual maximum benefit of \$1,000,000.

The maximum amount the Plan will pay for any accident is \$5,000,000. If the combined benefit for all associates involved in any one accident is greater than the maximum limit, the maximum benefit (\$5,000,000) will be proportionately distributed among the injured parties.

COVERED SITUATIONS

Benefits are paid for losses as the result of an accident while traveling on assignment by or working at the direction of Montefiore on Montefiore business. A business trip begins when you leave your home or regular place of work (whichever occurs last) to begin the trip and ends when you return home or to Montefiore (whichever is first). Everyday travel to and from Montefiore is **not** covered.

Covered situations include air travel when:

- You are a member of the transplant team flying aboard any chartered or Montefiore owned or leased aircraft
- You are a passenger (not a pilot or crew member) in a:
 - Civilian aircraft being operated as a passenger transport in compliance with the current rules of the authority having jurisdiction over its operation
 - Any transport aircraft operated by the Military Airlift Command (MAC) of the United States or by the similar air transport service or any country.

PAYMENT OF BENEFITS

BTA Insurance is paid if you die or lose sight or a limb as the result of and within 365 days of a covered accident while on a business trip provided the loss:

- Is caused solely and directly by accidental bodily injury
- Occurs independently of other causes

and

- Occurs while you are covered under this Plan.

The *full* amount of your BTA Insurance is paid to your beneficiary in a lump sum if you die as a result of and within 365 days of a covered accident.

If you lose sight or a limb as the result of and within 365 days of a covered accident, you will receive a percentage of your BTA Insurance, as follows.

If you lose:	You receive:
Both hands, both feet or sight of both eyes	100% of your BTA Insurance
One hand and one foot	100% of your BTA Insurance
Speech and hearing	100% of your BTA Insurance
One hand or one foot and sight of one eye	100% of your BTA Insurance
One hand or one foot or sight of one eye	50% of your BTA Insurance
Speech or hearing	50% of your BTA Insurance
Thumb and one finger of same hand	25% of your BTA Insurance

For payment of benefits:

- *Loss of hand or foot* – means severance through or above the wrist or ankle
- *Loss of eyesight* – means entire and irrecoverable loss
- *Loss of hearing* – means entire and irrecoverable loss of hearing in both ears
- *Loss of speech* – means entire and irrecoverable loss of speech
- *Loss of thumb and index finger* – means the complete severance through or above the metacarpophalangeal joint.

No more than 100% of your coverage will be paid for all losses resulting from one accident. BTA Insurance benefits are paid *in addition* to your Life and AD&D Insurance benefits.

In the event of your death, benefits are payable to the beneficiary on file with the Plan Administrator or named on your Group Life Policy at the time of your death.

If you do not have a designated beneficiary at the time of your death, or if your beneficiary dies before you, your BTA Insurance will be paid in a lump sum to the survivors listed below, subject to State Insurance Department of New York approval, in the following order of priority:

- Spouse or domestic partner, if any, otherwise
- Divided equally among your child(ren), if any, otherwise
- Divided equally between your parent(s), if any, otherwise
- Divided equally between your sibling(s), if any, otherwise
- Your estate, if you have no surviving family members, as indicated above.

EXCLUSIONS

BTA Insurance will not pay benefits for losses caused by:

- Accidents that occur at any time other than while on a business trip (for example, while on vacation, layoff, leave of absence, disability absence, unpaid sabbatical and commuting to and from work)
- A sickness, disease or pregnancy, diagnostic tests or treatment (except infection which occurs directly from an accidental cut or wound) existing at the time of the accident
- Commission or attempted commission of a felony
- Myocardial infarction (heart attack)
- Service in the armed forces of any country
- Suicide, attempted suicide or intentionally self-inflicted injuries
- Travel in:
 - An aircraft:
 - Carrying goods or passengers for hire
 - Used for training, instruction or aerial photography
 - A car used in a race, speed or endurance test; acrobatic or stunt driving
- War or act of war, whether declared or undeclared, whether civil or international and any substantial armed conflict with organized forces of a military nature.

CLAIMING BENEFITS

Your beneficiary or you in case of serious injury should contact Montefiore's HR-Benefits Office immediately after a loss. Claim forms and other assistance will be provided. Written proof of loss must be provided within 90 days after the loss or as soon as reasonably possible.

TERMINATION OF COVERAGE

BTA Insurance stops when the first of the following occurs:

- The group policy is terminated
 - You are no longer eligible for the plan
 - The end of the period for which your premium has been paid
- or*
- Your employment with Montefiore terminates for any reason.

BTA Insurance also stops if you go on an unpaid sabbatical, a paid or unpaid leave of absence, while you are absent from work due to an illness or injury and while you are on vacation. Coverage will resume again once you return to active employment and work your regularly scheduled hours.

BTA Insurance cannot be converted to individual coverage.

ERISA ADDITIONAL INFORMATION

This section contains information about how Business Travel Accident (BTA) Insurance is administered and your rights as a participant as defined under the Employee Retirement Income Security Act of 1974 (ERISA). Under the provisions of ERISA, the U.S. Department of Labor requires that Montefiore provide you with this additional information.

This Summary Plan Description (SPD) is designed to meet your information needs and the disclosure requirements of the Employee Retirement Income Security Act of 1974 (ERISA). If there are any discrepancies between the information contained in this SPD and the official written Plan documents, the Plan documents will govern.

Plan Sponsor

The sponsor of all of Business Travel Accident (BTA) Insurance is:

Montefiore Medical Center
111 East 210th Street
Bronx, NY 10467-2490

Plan Administrator

The Plan Administrator for Business Travel Accident (BTA) Insurance is:

Vice President, Human Resources
Montefiore Medical Center
111 East 210th Street
Bronx, NY 10467-2490
(914) 378-6531

Employer Identification Number

The Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS) to Montefiore Medical Center is 13-1740114.

Legal Service

Legal process may be served on the Plan Administrator, who is the Vice President, Human Resources, Montefiore Medical Center, 111 East 210th Street, Bronx, New York 10467-2490 or the insurance company.

Union Agreement

The benefits described in this SPD are provided in conjunction with a collective bargaining agreement between Montefiore Medical Center and the following unions:

- New York State Nurses Association
11 Cornell Road
Latham, NY 12110
- Local 1199 SEIU United HealthCare Workers East
310 West 43rd Street
New York, New York 10036-6977

Copies of the collective bargaining agreement are distributed or made available to those covered by the agreement and to any other associate who submits a written request for a copy to the union or to the Vice President, Human Resources.

Administrative Information

Official Plan Name	Plan Administrator/Insurance Company	Plan Number	Plan Funding
Montefiore Medical Center Insured Benefit Plan	First Reliance Standard Life Insurance Company 153 East 53 rd Street, Suite 4950 New York, NY 10022 (800) 882-8700	508	Montefiore contributions

Plan Type and Plan Year

The following table shows the Plan year on which records are maintained and the Plan type.

Business Travel Accident Insurance	
Plan Type	Welfare providing business travel life and accident benefits
Plan Year	January 1 to December 31

Plan Documents

This Summary Plan Description describes only the highlights of Business Travel Accident (BTA) Insurance and does not attempt to cover all details. These are contained in the Plan documents and/or insurance company contracts, which legally govern the Plan and which are controlling in the event of a conflict with this Summary Plan Description. These documents, as well as the annual report of each Plan's operation and each Plan's description (which is filed with the U.S. Department of Labor) are available for review through Montefiore's HR-Benefits Office during normal working hours. Upon written request to the Plan Administrator, copies of any of these documents will be furnished to a Program member or beneficiary within 30 days at a nominal cost.

Plan Continuation

Montefiore expects and intends to continue Business Travel Accident (BTA) Insurance indefinitely, but reserves the right to change, modify or terminate the Plan, through its Board of Trustees, in whole or in part, at any time and for any reason.

Your Rights Under ERISA (Employee Retirement Income Security Act of 1974)

The benefits provided by the BTA are covered by ERISA. The law does not require Montefiore to provide benefits. However, it does set standards for any benefits Montefiore offers – and it requires that you be given an opportunity to learn what those benefits are and your rights to them under the law. ERISA provides that all Plan participants, with appropriate notice, shall be entitled to:

- Examine, without charge, at the Plan Administrator’s office and at other specified locations, such as work sites and union halls, all documents governing the Plans, including the Trust agreement and administrative service contracts, Plan descriptions 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 EBSA (formerly the Pension and Welfare Benefits Administration).
- Obtain upon written request to the Plan Administrator, copies of all documents governing the operation of the Plans, including the Trust agreement and administrative service contracts, copies of the latest annual report (Form 5500 Series), and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of each Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of the Summary Annual Report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your Plans, called “fiduciaries” of the Plans, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. Although these rights are in no way a guarantee or contract of employment, no one may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from a Plan or exercising your rights under ERISA.

If a claim for a benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the appropriate fiduciary review and reconsider your claim.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request materials from the appropriate fiduciary 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 appropriate fiduciary 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 appropriate fiduciary.

If you have a claim for benefits that 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 a medical child support order or the status of a qualified domestic relations order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse a 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 pays 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 if, for example, it finds your claim is frivolous.

If you have any questions about these Plans, you should contact the appropriate fiduciary. 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 EBSA, U.S. Department of Labor listed in your telephone directory, or the Division of Technical Assistance and Inquiries, 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 EBSA at **(800) 998-7542**.