

July 1, 2019

Summary of Material Modification

To: All Participants in the UFCW National Health and Welfare Fund Plan of Benefits with Direct Pay Death (Life Insurance) Benefit option in their current Summary Plan Description.

From: Maurice Hodos, Fund Administrator

Re: Elimination of Direct Payment Death (Life Insurance) Benefit

Date: July 1, 2019

This document is a Summary of Material Modification (“Summary”) intended to notify you of important provisions in the UFCW National Health and Welfare Fund Plan of Benefits (“the Plan”) for the above group. You should take the time to read this Summary carefully and keep it with the copy of the Summary Plan Description that was previously provided to you. If you need another copy of the Summary Plan Description or if you have any questions regarding the Plan, please contact the Fund Office during normal business hours at 66 Grand Avenue, Englewood, NJ 07631, 1-888-773-8329 or visit our website at www.ufcwnationalfund.org.

The Direct Payment for Death Benefit (Life Insurance) in any Summary Plan Descriptions (SPD) where it has not been already eliminated, will not be offered at the end of the term of the Collective Bargaining Agreement, when a participant is no longer covered under the SPD or at the termination of the Employer’s participation in the UFCW National Health and Welfare Fund.

This Summary of Material Modification is intended to provide you with an easy-to-understand description of certain changes to the Summary Plan Description. The Summary Plan Description previously provided to you also serves as the Plan Document. While every effort has been made to make this description as complete and as accurate as possible, this Summary of Material Modifications, of course, cannot contain a full restatement of the terms and provisions of the Plan. The Board of Trustees or its duly authorized designee, reserves the right, in its sole and absolute discretion, to amend, modify or terminate the Plan, or any benefits provided under the Plan, in whole or in part, at any time and for any reason, in accordance with the applicable amendment procedures established under the Plan and the Agreement and Declaration of Trust establishing the Plan (the “Trust Agreement”). No individual other than the Board of Trustees (or its duly authorized designee) has any authority to interpret the plan documents, make any promises to you about benefits under the Plan, or to change any provision of the Plan. Only the Board of Trustees (or its duly authorized designee) has the exclusive right and power, in its sole and absolute discretion, to interpret the terms of the Plan and decide all matters arising under the Plan.

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