



Concordia Health Plan

Official Plan Document for Health Care Coverage

January 1, 2019

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CONCORDIA HEALTH PLAN

For Workers of The Lutheran Church—Missouri Missouri Synod Its Member Congregations, Controlled Organizations and Affiliated Agencies

The Lutheran Church—Missouri Missouri Synod (“Synod”) has established a health care plan for the Workers of the Synod and its Controlled Organizations and has made the provisions of said plan available to its Member Congregations and to other Affiliated Agencies hereinafter described. The establishment of the Plan was approved by resolutions adopted by the 1962 convention of the Synod under which the Board of Directors of the Synod was directed and empowered to adopt a specific plan. Accordingly, the Concordia Welfare Plan was duly adopted by the Board of Directors of the Synod on November 12, 1964. The name of said “Concordia Welfare Plan” was changed by the Board of Directors to “Concordia Health Plan” effective January 1, 1980.

PURPOSE OF THE PLAN

The purpose of the Plan is to provide financial assistance to Members and their Enrolled Dependents through health care benefits.

SECTION I

DEFINITIONS

For the purposes of this Plan the following words and phrases, whether or not capitalized, shall have the respective meanings herein provided unless different meanings are plainly indicated by the context:

- 1.1. “Affiliated Agency” shall mean any of the following:
 - a) an organization controlled, within the meaning of Code Section 414(e), by Member Congregations,
 - b) any Lutheran organization recognized by the Synod, including auxiliaries and recognized service organizations, and
 - c) any other organization associated with the Synod, or with one or more Member Congregations, within the meaning of Code Section 414(e)(3)(D).
- 1.2. “Board of Trustees” shall mean the board appointed to administer the Plan, as provided in SECTION XI.
- 1.3. “Child” shall mean a Member’s biological child, legally adopted child, stepchild, and foster child, but does not include a child who has been adopted by someone other than the Member or the Member’s Spouse. The term “foster child” shall mean (a) a child who has been placed in a Member’s home for

adoption by a recognized adoption agency or a court, and (b) a child who is placed with the Member by judgment, decree, or other order of any court of competent jurisdiction.

1.4. “Code” shall mean the U.S. Internal Revenue Code of 1986, as amended, and any successor or replacement thereof.

1.5. “Compensation” of a Member shall mean the basic wage or salary paid by the Employer for personal services rendered, plus

- a) cash utility allowance, if any,
- b) cash housing allowance, if any, and
- c) the monetary value of housing furnished by the Employer as the Worker’s primary residence, which shall be deemed to be twenty-five percent (25%) of the basic wage or salary,

but shall not include any bonuses, car allowances, cash allowances (except as specifically set forth above), or other forms of remuneration.

1.6. “Concordia Disability and Survivor Plan” shall mean the Concordia Disability and Survivor Plan for Workers of The Lutheran Church–Missouri Synod, its Member Congregations, Controlled Organizations, and Affiliated Agencies, as the same may be amended from time to time.

1.7. “Concordia Retirement Plan” shall mean the Concordia Retirement Plan for Workers of The Lutheran Church–Missouri Synod, its Member Congregations, Controlled Organizations, and Affiliated Agencies, as the same may be amended from time to time.

1.8. “Concordia Retirement Savings Plan” shall mean the Concordia Retirement Savings Plan for Workers of The Lutheran Church–Missouri Synod, its Member Congregations, Controlled Organizations, and Affiliated Agencies, as the same may be amended from time to time.

1.9. “Controlled Organization” shall mean any organization, agency, or subdivision of the Synod (whether or not separately incorporated) which is under the control and supervision of the Synod, including, but not limited to, the districts of the Synod, the seminaries and colleges operated by the Synod, Concordia Publishing House, The Lutheran Church–Missouri Synod Foundation, Lutheran Church Extension Fund–Missouri Synod, Concordia Plan Services, and the Concordia Historical Institute. Determination of the status of any organization as a “controlled organization” shall be made by the Board of Directors of the Synod.

1.10. “Dependent” shall have the meaning set forth in Subsection 3.1.

1.11. “Effective Date of the Plan” shall be:

- a) in the case of the Synod, April 1, 1965,
- b) in the case of a Member Congregation or Controlled Organization, the first day of any calendar month as the congregation or organization may specify in adopting the plan subject to compliance with Subsection 9.1, but not prior to April 1, 1965, or

- c) in the case of an Affiliated Agency, the first day of any calendar month as the agency may specify in adopting the Plan subject to compliance with Subsection 9.2, but not prior to April 1, 1965.
- 1.12. “Employer” or “Employers” shall mean any of the following:
- a) the Synod,
 - b) a Controlled Organization that has adopted the Plan,
 - c) a Member Congregation that has adopted the Plan,
 - d) an Affiliated Agency that has adopted the Plan, or
 - e) a Rostered minister described in Code Section 414(e)(5)(A)(i) who is not employed by an Employer described above or by an organization that has satisfied the requirements of Subsection 2.14, but only if such minister’s participation as an Employer is approved by Concordia Plan Services. Such individual shall be treated as his or her own employer or as employed by the minister’s employer that is an organization described in Code Section 501(c)(3) and exempt from tax under Code Section 501(a).
- 1.13. “Enrolled Dependent” shall have the meaning set forth in Subsection 3.2.
- 1.14. “Grandfathered Health Plan Coverage” shall mean coverage under a Plan Coverage Option described in Medical Plan Coverage Option Schedules A, B, C, D, E, H, HMO, HMO-C, HMO-C2 and CSS provided by a group health plan in which an individual was enrolled on March 23, 2010, and which is considered grandfathered health plan coverage under the Patient Protection and Affordable Care Act.
- 1.15. “Medicare” shall mean Title XVIII (Health Insurance for the Aged) of the United States Social Security Act, or as later amended.
- 1.16. “Medicare Active Member” shall mean a person: a) whose Employer or whose Spouse’s Employer has qualified for a Small Employer Exception, b) who, as a Worker or Spouse, has been enrolled as a Member or a Dependent in the Plan Coverage Option Premium Plus, and c) for whom Medicare has the primary payment responsibility for hospital and medical care.
- 1.17. “Medicare Member” shall mean any person who is eligible for Medicare enrollment by virtue of attaining age sixty-five (65) or older, for whom Medicare has the primary payment responsibility for hospital and medical care, who has enrolled in the Plan under SECTION II, and who is:
- a) a Vested Member of the Concordia Retirement Plan (as such terms are defined in the Concordia Retirement Plan), but who is not a Worker under the Concordia Health Plan,
 - b) a Member of and Worker under the Concordia Retirement Plan (as such terms are defined in the Concordia Retirement Plan), but who is not a Worker under the Concordia Health Plan,
 - c) a Totally Disabled Member whose coverage ceases in accordance with Subsections 8.1 a) iii) or 8.5,

- d) a Spouse of i) a Member or a Worker who has elected coverage under the Plan as a Medicare Member or Retired Member, or ii) a deceased Member of the Plan who was a Vested Member of the Concordia Retirement Plan, or
- e) a former Retired Member or Spouse thereof.

1.18. “Medicare Part A—Hospital Insurance” shall mean the Hospital Insurance Benefits for the Aged and Disabled program established under Medicare.

1.19. “Medicare Part B—Medical Insurance” shall mean the Supplementary Medical Insurance Benefits for the Aged and Disabled program established under Medicare.

1.20. “Medicare Plan Option” shall mean one of the insured group medical plan options offered to Medicare Members that supplement health coverage provided by Medicare, as are referenced in SECTION V of the Plan and described in the certificate(s) of coverage and/or similar document(s) provided by the insurance carrier.

1.21. “Member” shall mean a person who, as a Worker, a retired Worker, or widow of a deceased Worker, has been enrolled in the Plan as a Member under SECTION II and whose membership has not terminated pursuant to any provisions of the Plan.

1.22. “Member Congregation” of the Synod shall mean an individual congregation which has applied for and been received into membership in the Synod pursuant to the provisions of the Bylaws of the Synod.

1.23. “Non-Grandfathered Plan Coverage Option” shall mean any of the Medical Plan Coverage Options other than those which are Grandfathered Health Plan Coverage.

1.24. “Plan” shall mean the Concordia Health Plan, as herein set forth, as amended from time to time.

1.25. “Plan Year” shall mean the calendar year, unless a different twelve (12) month period is designated by an adopting Employer.

1.26. “Plan Coverage Options” shall mean those options offering medical, prescription drug, dental, vision, hearing, employee assistance program and/or other health and wellness related benefit alternative made available as a package or on an individual basis from time to time under the Plan. Each Plan Coverage Option will be described in a Schedule under the Appendix applicable to that type of Plan Coverage Option. Concordia Plan Services will decide which Plan Coverage Options will be available as a package and which Plan Coverage Options will be available on an individual basis. At any given time, there may be zero, one or more options offered under an Appendix. All Plan Coverage Options will be administered and benefits provided in accordance with the doctrine, beliefs and theological statements, opinions and resolutions of the Synod, since the Plan is a church plan established by the Synod.

1.27. “Retired Member” shall mean a Member of the Plan:

- a) who, at age fifty-five (55) or older, ceases to be a Worker or a Member extending coverage under Subsection 8.5 a),
- b) who has been a Member of the Plan for at least five (5) consecutive years immediately prior to ceasing to be a Worker or a Member extending coverage under Subsection 8.5 a), and

- c) whose membership has not terminated pursuant to any provisions of the Plan.

Notwithstanding the foregoing, a Worker whose Employer withdraws or is withdrawn from the Plan, but who continues to be employed by such former Employer and is eligible to join the former Employer's other health plan, shall not be eligible to be considered a Retired Member under this Plan.

A retired Worker or Spouse of a deceased Worker enrolled in the Plan as a Member under Subsection 2.11 shall become a Retired Member upon enrollment.

Effective January 1, 2006, a Member cannot be both a Worker enrolled in the Concordia Health Plan, Concordia Retirement Plan, or Concordia Disability and Survivor Plan and at the same time a Retired Member enrolled in the Concordia Health Plan, Concordia Retirement Plan, or Concordia Disability and Survivor Plan, unless such person is not eligible to be a Worker enrolled in the Concordia Health Plan because the hours requirement as designated by the Employer in accordance with Subsection 1.36 i) is not met. However, any Member in such a dual classification as of December 31, 2005, may continue in such a classification as long as there are no breaks in service or membership.

1.28. "Rostered" shall mean on the official roster of ordained and commissioned ministers of the Synod.

1.29. "Small Employer Exception" shall mean an exception granted by the Centers for Medicare and Medicaid Services to the Medicare as Secondary Payer rules pursuant to Section 1862(b)(1)(A)(iii) of the Social Security Act, as the same may be amended.

1.30. "Spouse" shall mean the person of the opposite sex to whom a Member is legally married, at the time the determination of Spouse is being made.

1.31. "Student Member" shall mean a person who is enrolled as a student at a theological Seminary of the Synod and:

- a) is a residential student enrolled in classes aggregating at least seven (7) credit hours; provided, however, that students completing their final semester or quarter prior to graduation may be enrolled in classes aggregating less than seven (7) credit hours during their final semester or quarter;
- b) is serving a vicarage year approved by the Seminary;
- c) is a deaconess student serving an internship period approved by the Seminary;
- d) is a student approved for a foreign exchange program by the Seminary;
- e) is a residential Master of Sacred Theology (S.T.M.) or PhD student enrolled in classes aggregating at least six (6) credit hours;
- f) is a full-time residential student working on a dissertation or preparing for exams; or
- g) is a residential international student enrolled in any classes; and

who has become a Member of the Plan pursuant to SECTION VI.

1.32. "Synod" shall mean The Lutheran Church—Missouri Synod.

1.33. “Totally Disabled Worker” shall mean a Member who as a Worker, becomes and continues to be Totally Disabled.

1.34. “Total Disability” or “Totally Disabled” shall mean a medically determinable physical or mental condition that, on the basis of evidence satisfactory to Concordia Plan Services, during the first two (2) years prevents a Worker from performing the essential duties of such person's occupation, or is unable to earn at least eighty percent (80%) of the Compensation such person was earning prior to the injury or onset of sickness, and thereafter, prevents such person from engaging in any substantial gainful activity reasonably commensurate with the person's training, education, or experience. When used with respect to a Member's Dependent Child or other relative, it shall mean that such Child or other relative is unable to engage in any substantial gainful activity reasonably commensurate with such person's training, education, or experience.

1.35. “Trust” shall mean the trust as herein provided, and all amendments hereto.

1.36. “Worker” shall mean an individual who receives Compensation for personal services in a position the duties of which ordinarily require regular, full-time employment and who is:

- a) regularly employed by an Employer described in Subsection 1.12 a) through d), or
- b) a duly ordained, commissioned, or licensed minister who is employed (other than by an Employer described in Subsection 1.12 a) through d)) by an organization, whether or not incorporated, which is exempt from federal income tax under Code Section 501 and controlled by or associated with the Synod by virtue of its designated status as a recognized service organization; provided however, that any such organization also must satisfy specific criteria promulgated from time to time by Concordia Plan Services, or
- c) a Rostered minister who is described in Subsection 1.12 e).

However, such term shall not include

- i) a person employed on a temporary, probationary, or part-time basis (for all purposes of this Plan, persons whose customary employment is for twenty [20], twenty-five [25], or thirty [30] hours or less per week, or less than thirty [30] hours per week, as designated to the Board of Trustees or its designee by the Employer from time to time, but not more than once in any Plan Year, with all such designations to apply prospectively to all Workers of such Employer, shall be deemed to be part-time employees, and persons whose customary employment is for five (5) consecutive months or less shall be deemed to be temporary employees);
- ii) a person who is employed by an Employer that is determined by the Board of Trustees or its designee to be a pan-Lutheran employer (i.e., an employer that is a member of both the Synod and another Lutheran church body listed in the Synod's Lutheran Annual) and who participates in a group health care plan (other than Medicare) sponsored or maintained by such other Lutheran church body;
- iii) a person who is on active duty in any military force of any country;

- iv) a person who is considered a “leased employee” (a “leased employee” is a person who performs services for, but is not employed by, an Employer pursuant to an agreement between such Employer and a leasing organization where such services are performed under the primary direction or control of the Employer); or
- v) a person (other than a Rostered minister described in Code Section 414(e)(5)(A)(i)) who is engaged as an independent contractor pursuant to a contract or agreement between an Employer and such person which designates such person as an independent contractor (even if such person is retroactively held or found to be a “common law employee”).

An Employer who delays enrollment of a Worker until a probationary period is completed must provide a written copy of such probationary policy to Concordia Plan Services. For purposes of this Plan, a probationary period shall not exceed sixty (60) days.

Notwithstanding the foregoing, special rules and guidelines may be established in separate administrative policies and/or procedures by the Board of Trustees or Concordia Plan Services regarding the eligibility, enrollment, benefits, and other Plan provisions for persons in the following classifications: (a) missionaries and international educators serving through the Synod’s Office of International Mission; (b) military chaplains serving through the Synod’s Ministry to the Armed Forces of the Synod’s Office of International Mission; (c) Laborers for Christ serving through the Lutheran Church Extension Fund—Missouri Synod; (d) Workers serving at the Synod’s Hong Kong International School, Concordia Lutheran School Shanghai, and Concordia International School Hanoi and (e) persons concurrently performing services for more than one organization (one of which is an Employer) for wages or salary or their equivalent and who are not excluded from the definition of Worker under subparagraphs i) through v) of this Subsection 1.36, with such persons to be eligible for enrollment in the Plan only if such eligibility does not knowingly violate any policies of the Synod or any applicable requirements of Code Section 501(c)(9).

Notwithstanding the foregoing, special rules and guidelines may be established in a separate administrative policy by the Board of Trustees or its designee regarding the eligibility and enrollment of persons employed by Employers who are subject to the employer shared responsibility provisions of Code Section 4980H.

SECTION II

MEMBERSHIP

2.1. Plan enrollment. Membership in the Plan is available to all Workers and is entirely voluntary. Before a Worker becomes a Member, the Worker must submit an enrollment form to Concordia Plan Services, including any required supporting or supplementary documentation. If the determination as to eligibility of any such persons is subsequently reversed by a court or governmental body, such reversal shall only have prospective effect, from the time of the reversal.

Notwithstanding anything herein to the contrary, a Worker who also is eligible to be enrolled in the Plan as a Dependent Child may be enrolled either as a Worker or as a Dependent Child (but not as both).

2.2. First membership date. A Worker's "first membership date" is the first day of the calendar month coinciding with or next following the date on which the individual first meets the definition of a Worker. If a Worker follows the enrollment procedures established by Concordia Plan Services and submits all requested data within the first sixty (60) days following their first membership date, the Worker shall become a Member on their first membership date, subject, however, to the following:

- a) If a Worker is not actively at work on the Worker's first day of employment, enrollment in the Plan will only become effective the first day of the first calendar month coinciding with or immediately following the date the Worker actually begins performing full time the essential functions of the job.
- b) If a Worker was previously eligible to enroll in the Plan at an Employer and declined such enrollment, the Worker's employment at such Employer subsequently terminated, and less than three (3) months have elapsed since the Worker was last employed by the same Employer, enrollment shall be subject to the provisions of Subsection 2.7.

2.3. Special rules for assigned Workers. At the discretion of the Employer to which such person is assigned, a person assigned as a Worker to an Employer by the Council of Presidents of the Synod (acting as the Board of Assignments) may become a Member as of the first day of any calendar month following the date upon which the Council of Presidents made the assignment, as long as all academic requirements for graduation have been completed by that date; provided, however, that for such Worker the first membership date shall be no later than the first day of the month coinciding with or next following the date of employment.

2.4. Late enrollment or reenrollment. A Worker who submits an application for membership more than sixty (60) days after such Worker's first membership date shall be eligible to enroll in the Plan only during an open enrollment period as provided in Subsections 2.11 and 2.12, unless such Worker is eligible to enroll during the special enrollment period provided in Subsection 2.7.

2.5. Enrollment or reenrollment on Employer readoption of Plan. A Worker employed by an Employer which readopts the Plan after it has withdrawn or been withdrawn from participation shall be eligible to enroll or reenroll in the Plan.

2.6. Transfer of employment between Employers. A Member who ceases to be employed by one Employer and who, within three (3) calendar months, is employed by another Employer shall be deemed to have had a transfer of employment. A transfer of employment shall not result in termination of membership, provided that:

- a) the Employer that the Member left pays the contributions for such Member through the calendar month in which employment ended;
- b) the Member's new Employer begins paying contributions for such Member effective the first day of the calendar month coinciding with or next following the date employment began; and
- c) any contributions due for the interim period between a) and b) above are paid by the Member or one of the Employers.

The Plan Coverage Option in effect immediately prior to the transfer shall not change until enrollment through the new Employer is effective, at which time the Plan Coverage Options available through the new Employer shall apply.

2.7. Special enrollment.

- a) Loss of other coverage. Except as provided in paragraph b) below, to be eligible for special enrollment under this Subsection, coverage in other health care or medical benefits plan must have been lost due to a loss of eligibility for such other coverage or because the employer ceased making contributions toward the cost of such other coverage. "Loss of eligibility" includes a loss of coverage due to divorce, legal separation, death, termination of employment, or reduction in hours of employment, but does not include a loss due to failure to pay premiums on a timely basis or termination of such coverage for cause.
- b) Special rules for Medicaid and state children health insurance programs. A Worker and/or Dependent who either:
 - i) loses eligibility for a Medicaid program or state children's health insurance program, or
 - ii) becomes eligible for premium assistance, to purchase coverage under this Plan, from a Medicaid program or state children's health insurance program,
 shall be eligible for special enrollment under this Subsection.
- c) Certificate of prior coverage required. A certificate of prior coverage from the other health care or medical benefits plan must be submitted with the request for special enrollment. In the absence of a certificate of prior coverage, a Worker may demonstrate prior coverage by:
 - i) attesting to such coverage, on a form provided by the Plan;
 - ii) providing corroborating evidence (e.g., a copy of an explanation of benefits or other correspondence from the other plan or issuer indicating coverage, pay stubs showing a payroll deduction for health coverage, a health insurance identification card, records from medical care providers indicating health coverage, or by telephone call from the plan verifying creditable coverage); and
 - iii) cooperating with the Plan to demonstrate such coverage;

and such actions shall be conclusive evidence of prior coverage.

- d) Period during which action must be taken. To enroll under this Subsection, the Worker must submit a properly completed enrollment form to Concordia Plan Services, accompanied by all other information, statements, and certificates required by the preceding paragraphs, not later than sixty (60) days after such Worker's and/or Dependent(s)' coverage under the health care or medical benefits plan ceased. Any break in coverage period cannot exceed sixty-three (63) days.
- e) Effective Date. Enrollment under this Subsection shall be effective the first day of the calendar month coinciding with or next following the date of loss of other coverage.

2.8. Special eligibility enrollment. A Worker who is eligible to participate in the Plan but declined to do so, may enroll, and may enroll any eligible Dependent(s), by submitting a properly completed enrollment form to Concordia Plan Services within sixty (60) days after any of the following events:

- a) the marriage of such Worker, effective the date of marriage;
- b) the birth, adoption, or placement for adoption of a new Child, effective the date of the event; and
- c) a person becomes a Dependent of the Worker through birth, adoption, or placement for adoption; coverage effective the date of the event.

2.9. Successive periods of coverage. If any Member or Enrolled Dependent whose coverage under the Plan has terminated pursuant to any provisions of SECTION VIII shall thereafter again desire to become a Member or be an Enrolled Dependent, such person shall be treated as though never previously having been a Member or Enrolled Dependent, except that there shall be available to such Member or Enrolled Dependent only the unused balances of the individual annual and lifetime maximum of benefits set forth herein.

2.10. Medicare Members. Notwithstanding any other provision herein to the contrary, a person who would meet the definition of Medicare Member upon enrollment in the Plan shall be permitted to enroll or reenroll in the Plan, in a Medicare Plan Option, by completing and submitting the appropriate form during the open enrollment period that is designated for Medicare Members or as otherwise permitted by the insurance carrier for the applicable Medicare Plan Option.

2.11. Open enrollment. Enrollment of retired Workers and others may be permitted by the Board of Trustees or its designee from time to time, under such terms and conditions as the Board of Trustees or its designee prescribes.

2.12. Annual open enrollment. Effective as of the first day of each Plan Year, any Worker shall be permitted to enroll in the Plan individually, and/or to enroll any eligible Dependents, by submitting a properly completed form to Concordia Plan Services during the open enrollment period designated prior to the beginning of the Plan Year by Concordia Plan Services.

2.13. Annual election of Plan Coverage Options.

a) Workers.

- i) If an Employer selects one Plan Coverage Option or one package of Plan Coverage Options for its Workers, as permitted by Subsection 9.4 a), that option or package shall apply to that Employer's Workers and their Enrolled Dependents for the Plan Year.
- ii) If an Employer offers more than one Plan Coverage Option or more than one package of Plan Coverage Options, as permitted in Subsection 9.4 a), that Employer's Workers shall be eligible to select the Plan Coverage Option or package, as applicable, from those offered by the Employer, that will be effective for the Worker and their Enrolled Dependents for the Plan Year. Notwithstanding the foregoing, a Worker who becomes eligible to enroll certain Dependent(s) as described in Subsection 3.5 b) may change to a different Plan Coverage Option or package, as applicable, offered by the Worker's Employer effective on the first day of the calendar month coinciding with or next following the enrollment of the Dependent(s).
- iii) If a Worker terminates employment during the Plan Year and continues membership in the Plan as a Retired Member or through a leave of absence or extension (as described in SECTION VIII), special rules as to the Plan Coverage Option in effect for the remainder of that Plan Year will be applicable as outlined in an administrative policy promulgated in accordance with Subsection 11.10.

b) Totally Disabled Workers.

- i) During the initial period of a Worker's Total Disability for which an Employer is required to pay contributions to this Plan on behalf of such Worker as described in Subsection 10.4, the Plan Coverage Option for such Worker and Enrolled Dependents shall not change unless the Employer's election, as permitted by Subsection 9.4 a), changes.
- ii) During any period for which contributions to this Plan on behalf of a Totally Disabled Worker are being paid by the Concordia Disability and Survivor Plan, as described in Subsection 10.4, the disabled Worker may elect the Plan Coverage Option which is to be effective for such disabled Worker and all Enrolled Dependents in accordance with special rules outlined in an administrative policy promulgated in accordance with Subsection 11.10.
- iii) During any period for which contributions to this Plan on behalf of a Totally Disabled Worker are being paid to the Plan by the disabled Worker, the disabled Worker may elect the Plan Coverage Option which is to be effective for such disabled Worker and all Enrolled Dependents in accordance with special rules outlined in an administrative policy promulgated in accordance with Subsection 11.10.
- iv) If a Totally Disabled Worker recovers from Total Disability and again becomes a Worker covered by this Plan, the Plan Coverage Options in effect for all other Workers employed by the disabled Worker's new Employer, or, if applicable, the

opportunity to select a Plan Coverage Option from the multiple options offered by an Employer, shall apply to such formerly disabled Worker and all Enrolled Dependents effective the first day of the calendar month following reemployment.

- c) Retired Members. Retired Members may elect a Plan Coverage Option which is to be effective for such Member and all Enrolled Dependents in accordance with special rules outlined in an administrative policy promulgated in accordance with Subsection 11.10. To change a Plan Coverage Option, a Member must give written notice to Concordia Plan Services of the new election at least thirty (30) days prior to the first day of a Plan Year, as applicable.

If a Member dies and the Member's surviving Dependents elect to continue membership in the Plan, the Plan Coverage Option effective for the remainder of that Plan Year and subsequent years shall be governed by special rules outlined in an administrative policy promulgated in accordance with Subsection 11.10.

Notwithstanding the foregoing, Plan Coverage Options shall not be applicable or available to any Medicare Member, but Medicare Plan Options shall be available to Medicare Members.

2.14. Ministers not employed by an Employer. A minister who is a Worker as defined in Subsection 1.36 b) but who is employed by an organization which has not adopted this Plan may nevertheless become a Member as of the first day of any calendar month, or may continue to be a Member if already a Member when initially employed by such organization, upon the following conditions:

- a) the employing organization shall enter into a written agreement with the Board of Trustees confirming that
 - i) such minister is in its employ, specifying the general nature, duties, and Compensation of the minister's position, and is not, and will not upon the satisfaction of any conditions precedent become, a member of any other health plan (not including Medicare) to which such organization contributes;
 - ii) it will pay all required contributions on behalf of such minister in a timely manner in accordance with the provisions of this Plan;
 - iii) it will deliver to the Board of Trustees a copy of Internal Revenue Service form W-2 at the same time it delivers such form to the minister;
 - iv) any other minister who is a Worker as defined in Subsection 1.36 b) at the same employing organization also will become a Member at the same time and in accordance with the same conditions set forth in this Subsection 2.14 a);
 - v) it will promptly inform Concordia Plan Services of any change in or termination of the minister's employment status, including the granting and termination of leaves of absence and the last day worked prior to and the first day worked after periods of disability, and of any change in Compensation; and
 - vi) it will indemnify and save and hold the Plan, Concordia Plan Services, the Board of Trustees, and the Synod harmless from and against all claims, demands, liabilities, and obligations arising out of such employment or any act or omission

of the minister in the course of such employment except for obligations arising as a result of the minister's membership in this or any other of the Concordia Plans of the Synod;

- b) the minister also enrolls, simultaneously, in the Concordia Disability and Survivor Plan and Concordia Retirement Plan and, optionally, the Concordia Retirement Savings Plan; and
- c) the minister submits a properly completed and signed enrollment form including all requested data concerning such minister and Dependents.

Concordia Plan Services shall determine whether such minister is eligible to participate in this Plan and whether all of the conditions to such participation have been satisfied, and its decision shall be binding and conclusive. No person employed by the employing organization who is not a Worker as defined in Subsection 1.36 shall become a Member as a consequence of the written agreement between the organization and the Board of Trustees. Except as otherwise expressly provided in this Plan, a minister who becomes (or continues to be) a Member pursuant to this Subsection 2.14 shall be treated in all respects the same as any other Member.

2.15. Special enrollment provisions for Employers adopting the Plan effective on or after January 1, 2006. The special enrollment provisions below shall be in effect for Employers which adopt this Plan effective as of any date on or after January 1, 2006, and which also participate in the Concordia Retirement Plan, Concordia Disability and Survivor Plan, and Concordia Retirement Savings Plan.

- a) Such Employers shall be permitted to enroll any person who, though not actively employed on the day before such effective date, is insured under the then-effective health care plan (the "prior plan") maintained by such Employer either as a disabled former employee or pursuant to the benefit plan continuation rights granted by the U.S. Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") or any state law to similar effect (all such persons are collectively called "COBRA Insureds"). COBRA Insureds eligible to participate in the Plan under this Subsection 2.15 include not only an employee or former employee but also a Spouse, former Spouse, Child, or other relative of an employee or former employee, if such Spouse, former Spouse, Child, or other relative is insured under the prior plan. Participation by a COBRA Insured is entirely voluntary, and before a COBRA Insured can become a Member such COBRA Insured must file a properly completed enrollment form with the Board of Trustees and submit a certificate or other evidence of coverage by the prior plan of the type required by Subsection 2.7 e) confirming the existence of such coverage and stating the last date to which such coverage may be continued pursuant to the provisions of the prior plan, COBRA, or other applicable law. Notwithstanding the foregoing, if such person became a disabled former employee or eligible to become a COBRA Insured during the calendar month immediately preceding the Employer's enrollment in this Plan and was a member of the Employer's prior plan, such person shall be entitled to the same rights of this Subsection 2.15 to be enrolled in this Plan.
- b) A COBRA Insured who enrolls in this Plan under this Subsection 2.15 shall be obligated to pay contributions at the applicable rate as established by the Board of Trustees, although such contributions may voluntarily be paid at its option by the Employer through which such COBRA Insured is enrolled or by some other person pursuant to court order or other arrangement. Subsection 10.4, which requires Employers to pay contributions for Totally Disabled Workers, is not applicable to COBRA Insureds.

- c) A COBRA Insured shall cease to be eligible to participate in this Plan on the earlier of i) the last date to which coverage may be continued pursuant to the provisions of the prior plan, COBRA, or other applicable law, ii) the nonpayment of contributions, iii) the death of such COBRA Insured, or iv) the date the Employer ceases its participation in this Plan. Subsections 8.3, 8.4, and 8.5 are not applicable to a COBRA Insured. For purposes of this subsection, the term “prior plan” shall include any plan, program, or arrangement for the provision of medical benefits or care on a group basis, including insurance, membership in a health maintenance organization, or membership in a voluntary employee beneficiary association of the type described in Code Section 501(c)(9).

2.16. Special enrollment provisions for Employers adopting the Plan effective on or after April 1, 2013. The special enrollment provisions below shall be in effect for Employers that adopt this Plan effective on or after April 1, 2013, and that also participate in the Concordia Retirement Plan, Concordia Disability and Survivor Plan, and Concordia Retirement Savings Plan.

- a) Such Employers shall be permitted to enroll any person who, though not actively employed on the day before such effective date, is insured under the Employer’s then-effective health care plan (the “prior plan”), either as a retired former employee or a surviving dependent of a deceased employee (as long as such surviving dependent meets the definition of “Dependent” contained in Subsection 3.1). Participation by such a retired former employee or surviving dependent is entirely voluntary, and before that person can become a Member, the person must follow the enrollment procedures established by Concordia Plan Services and submit a certificate or other evidence of coverage by the prior plan of the type required by Subsection 2.7 c) confirming the existence of such coverage and stating the last date, if applicable, to which such coverage may be continued pursuant to the provisions of the prior plan. Notwithstanding the foregoing, if such person became a retired former employee or surviving dependent of a deceased employee during the calendar month immediately preceding the Employer’s enrollment in the Plan and was a member of the Employer’s prior plan, such person shall be entitled to the same rights of this Subsection to be enrolled in the Plan.
- b) A retired former employee or surviving dependent of a deceased employee who enrolls in this Plan under this Subsection 2.16 shall be obligated to pay contributions at the applicable rate as established by the Board of Trustees, although such contributions may voluntarily be paid at its option by the Employer through which such person is enrolled or by some other person pursuant to court order or other arrangement.
- c) A retired former employee or surviving dependent of a deceased employee shall cease to be eligible to participate in this Plan on the earlier of (i) the last date to which coverage may be continued pursuant to the provisions of the prior plan, (ii) the nonpayment of contributions, (iii) the death of such person, or (iv) the date the Employer ceases participation in this Plan. Subsections 8.3, 8.4, and 8.5 are not applicable to such persons. For purposes of this subsection, the term “prior plan” shall include any plan, program, or arrangement for the provision of medical benefits or care on a group basis, including insurance, membership in a health maintenance organization, or membership in a voluntary employee beneficiary association of the type described in Code Section 501(c)(9).

2.17. Special rules relating to the Uniformed Services Employment and Reemployment Rights Act of 1994. Notwithstanding any provision of this Plan to the contrary, benefits and service credits with respect

to military service while serving in the armed services of the United States shall be provided in accordance with Code Section 414(u), as outlined in special procedures approved by the Board of Trustees.

2.18. Special Rule for Enrollment in Plan Coverage Option Premium Plus. A Member who is eligible for Medicare enrollment by virtue of attaining age sixty-five (65) or older and whose Employer qualifies for a Small Employer Exception, or a Spouse of such Member, may, at any time, be enrolled in Plan Coverage Option Premium Plus. If at any time after such enrollment, said Employer ceases to qualify for a Small Employer Exception, such Member, if otherwise eligible, may re-enroll in the other Plan Coverage Option(s) offered by such Employer.

SECTION III

DEPENDENTS-ENROLLMENT

3.1. Dependent. The term "Dependent" shall mean

- a) a Member's Spouse who is not legally separated from the Member;
- b) a Member's Child, as defined in Subsection 1.3, under age twenty-six (26), whether unmarried or married. After attaining age twenty-six (26), a Member's unmarried Child will be considered a Dependent only if the Child qualifies as the Member's Dependent for federal income tax purposes and if Totally Disabled before attaining age twenty-six (26), and then only while the disability continues; and,
- c) a Member's "other relative," which shall mean a Member's grandchild or step-grandchild, who is unmarried, living with the Member, whose gross income for the year is less than the federal exemption amount as defined in Code Section 151(d), and receiving over fifty percent (50%) of his/her financial support from the Member; provided, however, that such other relative will be considered a Dependent after attaining age twenty-one (21) only
 - i) if Totally Disabled before attaining age twenty-one (21), and then only while the disability continues, or
 - ii) if a full-time student in an accredited educational institution, but not after attaining age twenty-six (26), unless Totally Disabled while such a student, and then only while the disability continues.

A "step-grandchild" shall mean a Child of a Member's stepchild or a stepchild of a Member's Child.

Notwithstanding the foregoing, if either parent of the grandchild or step-grandchild is living in the Member's household, the grandchild or step-grandchild shall not be eligible to be a Member's Dependent unless the parent is under age twenty-one (21) and also enrolled as the Member's Dependent in the Plan.

Notwithstanding the foregoing, a Member's "other relative" (as defined above in Subsection 3.1 c)) who is enrolled as a Dependent and ceases to be a full-time student in an accredited post-secondary educational institution because of a serious illness or injury requiring a medical leave may continue to be enrolled as the Member's Dependent for up to twelve (12) months following the date the "other relative" ceases to be a full-time student if (A) his or her treating physician certifies the leave is medically necessary, (B) contributions continue to be paid on behalf of him or her, and (C) he or she does not otherwise cease to be an eligible Dependent.

A Member's Child who was not a Dependent at the date of such Member's death cannot thereafter ever become a Dependent Child, except a Member's Child born after the Member's death.

3.2. Enrolled Dependent. The term "Enrolled Dependent" shall mean a Dependent who has been properly enrolled in the Plan. For certain benefits under certain Plan Coverage Options, as determined by Concordia Plan Services, a newborn baby whose birth mother is a Member or an Enrolled Dependent shall be temporarily deemed an Enrolled Dependent for the first thirty-one (31) days immediately following

birth, but after such time, such newborn baby shall cease to be deemed an Enrolled Dependent unless properly enrolled in the Plan in accordance with Subsection 3.3.

3.3. Enrollment required. Before a Worker's Dependent will be entitled to the benefits of this Plan, the Dependent must be enrolled. The following rules shall govern enrollment of Dependents:

- a) If the Worker follows the enrollment procedures established by Concordia Plan Services and submits all requested data within the first sixty (60) days following the Worker's first membership date, the Dependents shall become Enrolled Dependents and shall be provided the benefits of this Plan on the Worker's first membership date.
- b) A Worker who makes application of membership which is subject to the provisions of Subsection 2.4 shall be allowed to enroll any eligible Dependent in the Plan only during an open enrollment period as provided in Subsections 2.11 and 2.12, unless such Dependent is eligible to enroll during the special enrollment period provided in Subsection 2.7.
- c) Except for temporarily deemed Enrolled Dependents under Subsection 3.2, if a Member acquires a Dependent, such Dependent will be treated as an Enrolled Dependent from the date of becoming a Dependent if a proper enrollment form is submitted to Concordia Plan Services within sixty (60) days after the date such Dependent was acquired and if proper contributions are made for the class which includes such Dependent, commencing with the calendar month coinciding with or next following the date when such dependency status was created. If such enrollment form is not received within said sixty (60) day period, the Dependent will be enrolled only in accordance with Subsection 3.5; provided, however, if either the Member or such Dependent dies within said sixty (60) day period, such Dependent shall be deemed to have been enrolled within the sixty (60) day period. Notwithstanding the foregoing provisions, if contributions are being received with respect to a Member for the class which includes Dependents like the person who becomes a Dependent, such Dependent will become an Enrolled Dependent immediately, but a properly completed enrollment form must be submitted to Concordia Plan Services.
- d) Temporarily deemed Enrolled Dependents under Subsection 3.2 will become Enrolled Dependents if a properly completed enrollment form is submitted to Concordia Plan Services within sixty (60) days after the date of birth, with coverage commencing or continuing upon receipt by Concordia Plan Services of such enrollment form and if proper contributions are made for the class which includes such Dependent. If such enrollment form is not received within said sixty (60) day period, such child will be enrolled only in accordance with Subsection 3.5. Notwithstanding the foregoing provision, if contributions are being received with respect to a Member for the class which includes Dependents like the newborn child, such newborn child will become an Enrolled Dependent immediately, but a properly completed enrollment form must be submitted to Concordia Plan Services.

3.4. Rules for determining dependency in particular cases. The following rules shall be applicable in determining dependency:

- a) A Member's surviving Spouse shall continue to be considered a Dependent so long as such Spouse remains unmarried; however, remarriage after such Spouse attains age sixty (60) shall not affect continued status as a Dependent.

b) An individual residing in the household of a Member may be enrolled as a Dependent under the following circumstances, in the sole and absolute discretion of Concordia Plan Services:

- i) when an Employer adopts the Plan, to enable retention of coverage for an individual who was covered as a dependent under the Employer's immediately previous plan but who would not qualify as a Dependent under the Plan;
- ii) when specifically requested by an Employer due to a governmental requirement, court order or other compelling reason where the Employer has demonstrated the need for such enrollment to the satisfaction of Concordia Plan Services; or
- iii) when required by an applicable insurance contract, policy or certificate.

Notwithstanding the foregoing, no person may be considered a Dependent during a calendar year under this Subsection 3.4 b) unless such person could be lawfully claimed as a dependent on the Member's federal income tax return or such person's relationship to the Member is recognized for federal tax purposes pursuant to Treasury Regulation Section 301.7701-18(b) for such calendar year, and provided that siblings, aunts, uncles, in-laws, parents and grandparents of a Member may not be enrolled under this Subsection 3.4 b).

c) A person who is otherwise eligible as a Dependent shall nevertheless be excluded as a Dependent (whether or not previously enrolled) while such person

- i) is a Member,
- ii) is an Enrolled Dependent, or
- iii) is on active duty in any military force of any country.

Notwithstanding the foregoing, subparagraph iii) above shall not apply to a Member's Child under age twenty-six (26).

If both a husband and wife are enrolled as Members, upon the death of either Member, the surviving Spouse, upon ceasing to be a Worker, can be considered an Enrolled Dependent of the deceased.

3.5. Delayed enrollment of Dependents.

a) As indicated above, a Worker is expected to enroll all Dependents at the time such Worker becomes a Member, or when a Dependent is acquired. If a Worker does not enroll an eligible Dependent at that time, such Dependent may be enrolled later only during an open enrollment period as provided in Subsections 2.11 and 2.12, unless the Dependent is eligible to enroll during the special enrollment period provided in Subsection 2.7. Notwithstanding the foregoing, a Member who is deemed by Subsection 2.6 herein to have had a transfer of employment shall be allowed to enroll any eligible Dependents, with such enrollment to be effective when enrollment through the new Employer is effective, if a properly completed enrollment form for such Dependents is submitted within sixty (60) days of such effective date.

- b) A Worker may enroll certain Dependent(s) under the circumstances stated below; but only if a properly completed enrollment form is submitted to Concordia Plan Services within sixty (60) days after the indicated events:
 - i) a Spouse may be enrolled after the birth, adoption, or placement for adoption of a new Child, effective as of the date of the event;
 - ii) a person who becomes a Dependent of a Worker through birth, adoption, or placement for adoption; effective as of the date of event;
 - iii) a Spouse and/or Child who was not previously enrolled because such Spouse or Child was covered by some other employer-sponsored health care or medical benefit plan may be enrolled if such other coverage was lost due to termination or change of employment, provided that the request for enrollment is made within sixty (60) days after termination of the other coverage; and
 - iv) at any time on or after April 1, 2009, a Spouse, Child, or other relative who was not previously enrolled because such person was covered by a Medicaid program or state children's health insurance program may be enrolled if the Spouse, Child, or other relative:
 - A) loses eligibility for the Medicaid program or state children's health insurance program, or
 - B) becomes eligible for premium assistance, to purchase coverage under this Plan, from the Medicaid program or state children's health insurance program; provided, however, that application for enrollment in the Plan must be made within sixty (60) days after the indicated event.

- c) A Retired Member may enroll a Spouse as a Dependent if:
 - i) prior non-enrollment of the Spouse was due to the Spouse having other employer-provided health coverage;
 - ii) the Spouse does not have post-retirement health coverage available from that prior employer;
 - iii) application for enrollment in the plan is received by Concordia Plan Services within sixty (60) days of losing such other employer-provided health coverage; and
 - iv) proof of such other employer-provided health coverage, in the manner described in Subsection 2.7 c), is provided at the time of application.

The Spouse's enrollment shall be effective the first day of the calendar month next following the receipt of the application and proof of other coverage.

3.6. Dependency representation. If a person shall be represented on an enrollment form as a Dependent of the Member, the acceptance by Concordia Plan Services of the enrollment form shall not

preclude Concordia Plan Services at a later date from making a determination that such person is not a Dependent under the provisions of the Plan and voiding such person's enrollment.

SECTION IV

REIMBURSEMENT FOR HEALTH CARE

4.1. Benefits. The benefits provided under a Plan Coverage Option, including the level of services covered and certain exclusions, are described in the applicable Schedule for that option. However, in no event will a benefit be provided under this Plan to the extent that such benefit conflicts with or is in violation of the doctrine, beliefs and theological statements, opinions and resolutions of the Synod. All benefits under each Plan Coverage Option shall be administered and provided in accordance with such doctrine, beliefs and theological statements, opinions and resolutions of the Synod.

4.2. Eligible charges. With respect to Medical Plan Coverage Options, eligible charges consist of charges for services and supplies described in the applicable Schedule to the extent (A) such services and/or supplies are actually provided to the Member or Enrolled Dependent, are medically or psychologically necessary, and are not otherwise limited or excluded under the Plan, and (B) charges for such services and supplies are customary charges and are incurred while covered by the Plan. Notwithstanding the above, for Medicare Active Members, eligible charges are charges for services or supplies that are covered under Medicare Part A—Hospital Insurance or Medicare Part B—Medical Insurance. For purposes of this determination, services or supplies are medically or psychologically necessary if they:

- i) are essential for the evaluation and/or treatment of a disease, condition, or illness, as defined by standard diagnostic nomenclatures; and
- ii) reasonably can be expected to improve an individual's condition or level of functioning; and
- iii) are provided at the most cost-effective level of care.

With respect to Grandfathered Health Plan Coverage, eligible charges and coverage shall be determined by the terms of the Plan in place as of March 23, 2010. Benefits covered on March 23, 2010 shall be covered at the same level in effect as of such date. Such benefits have not been eliminated or significantly reduced for the diagnosis or treatment of any particular condition.

4.3. Charges not covered. Eligible charges under any type of Plan Coverage Option will in no event include:

- a) charges incurred in connection with reversal of a vasectomy or tubal ligation,
- b) charges incurred in connection with artificial reproductive technologies, such as, but not limited to, artificial insemination and in vitro fertilization,
- c) charges incurred in connection with an abortion, except when such abortion is an unavoidable by-product of medical procedures necessary to prevent the death of another human being,
- d) charges for which the Member or Enrolled Dependent is not obligated to make payments,

- e) charges incurred in connection with any services or supplies after any applicable reimbursement limitation (whether as to amount, duration, or type of care) has been reached,
- f) charges for prescription drugs specifically excluded by Concordia Plan Services, a list of which shall be published by Concordia Plan Services or its designee from time to time,
- g) charges incurred in connection with assisted suicide,
- h) charges for or related to treatment that uses fetal tissue,
- i) charges for or related to sex change surgery, sex hormones related to the surgery, and related preparation and follow-up treatment,
- j) charges for or related to cloning a person,
- k) any charge for a pregnancy contraceptive medication or device which conflicts with the doctrine, beliefs and theological statements, opinions and resolutions of the Synod, or
- l) any charges described as excluded under a Schedule or pursuant to materials incorporated by reference into a Schedule.

Notwithstanding the above, for Medicare Active Members, eligible charges for hospital and medical services or supplies are only those hospital and medical services or supplies charges covered under Medicare Part A—Hospital Insurance or Medicare Part B—Medical Insurance.

4.4. Reimbursement by Plan.

- a) Entitlement to reimbursement. When a Member or Enrolled Dependent incurs eligible charges in an aggregate amount which satisfies the appropriate individual deductible for a Plan Year, the Plan will make reimbursement for eligible charges incurred thereafter during such Plan Year in excess of the deductible to the extent and subject to the limitations provided in the Schedule under which the benefit is provided.

Notwithstanding the above, a person who, prior to January 1, 1998, had incurred charges for orthodontic care which the Plan reimbursed (or would reimburse) in the amount of one thousand dollars (\$1,000) or more (seven hundred fifty dollars (\$750) or more prior to January 1, 1987) shall not be entitled to any additional reimbursement for orthodontic care. Charges for orthodontic care billed in advance of the time the services are performed shall be deemed to have been incurred on the billing date.

- b) Standard reimbursement. The provisions for reimbursement of eligible charges incurred by Members and Enrolled Dependents will be those set out in the applicable Schedule, as promulgated and amended by the Board of Trustees or its designee from time to time. Each separate Schedule shall be attached to this Plan in the appropriate Appendix.
- c) Medicare Members. The provisions of this Section IV shall not apply to a Medicare Member unless so stated in Section V of the Plan.
- d) When charges are incurred. A charge is deemed to have been incurred on the date of the service or purchase for which the charge is made. A charge is deemed to be incurred

by the person with respect to whom the service was rendered or purchase made even though some other person thereby also incurred a legal or contractually assumed liability for such charge.

- e) Transition rules. Concordia Plan Services or its designee shall establish transition rules covering the impact of this Section IV upon Members and Enrolled Dependents when Members transfer employment in accordance with Subsection 2.6.

4.5. Reduction of benefits because of other insurance. Benefits provided for a person under this SECTION IV may be reduced by those of any other plan covering the person, according to the following rules:

- a) Special definitions.
 - i) Other plan. Any of the following which provides benefits or services for, or by reason of, medical care or dental treatment:
 - A) A governmental program or coverage required or provided by statute, including workers' compensation, occupational disease law, or similar legislation, and Medicare. If the Member or Dependent does not elect Medicare coverage, Medicare benefits will nevertheless be estimated for purposes of determining this plan's benefits under this Subsection 4.5.
 - B) Group insurance or other arrangement of coverage for individuals in a group whether on an insured or uninsured basis, including any prepayment coverage, group practice or individual practice coverage.
 - C) Any coverage for students beyond high school level which is sponsored by, or provided through, a school or other educational institution.

When reference is made to "other plan," the phrase shall be construed separately with respect to:

 - AA) Each policy, contract, or other arrangement for benefits or services.
 - BB) That portion of any such policy, contract, or other arrangement which reserves the right to take the benefits of other plans into consideration in determining its benefits and that portion which does not.
 - ii) Allowable expense. Any necessary, reasonable, and customary item of expense, at least a portion of which is covered under this Plan and any other plan covering the person for whom is made. When any one of the other plans provides benefits in the form of services, the reasonable cash value of each service rendered shall be deemed to be both an allowable expense and a benefit paid.
 - iii) Claim determination period. A Plan Year, but excluding any portion of the year occurring prior to the first day a person is covered under the Plan.
- b) Order of benefit determination. Except for Medicare Active Members, for which Medicare shall be primary for Medicare Part A—Hospital Insurance benefits and Medicare Part B—

Medical Insurance benefits, the following rules shall be used to determine which plan has the primary payment responsibility and which will be the secondary payer.

- i) Employee/Dependent rule. The plan covering the person as a worker shall be the primary payer, and the plan covering the person as a dependent shall be the secondary payer.
- ii) Birthday rule. For Enrolled Dependents of parents who are not legally separated or divorced, the plan of the parent whose birthdate (month and day, not year) occurs earlier in the calendar year shall be the primary payer, while the plan of the parent whose birthdate (month and day, not year) occurs later in the calendar year shall be the secondary payer.
- iii) Children of legally separated/divorced parents rule. For Enrolled Dependent children of legally separated or divorced parents, the plan of the parent with custody shall be the primary payer, the plan of the stepparent (spouse of the parent with custody) shall be the secondary payer, and the plan of the parent without custody shall be the tertiary payer.

In the event there is a court decree establishing financial responsibility for the medical, dental, or other health care expenses for a Dependent child, the plan covering the parent of the child who has that financial responsibility shall be the primary payer.

- iv) Active/inactive rule. The plan covering the person as an active worker, or the Dependent of an active worker, shall be the primary payer, while the plan covering the person as an inactive worker (e.g., a laid-off worker or Dependent of a laid-off worker) shall be the secondary payer.
 - v) Longer/shorter rule. When rules i), ii), iii), and iv) above do not establish an order of benefit determination, the plan which has covered the person for the longer period of time shall be the primary payer, and the plan covering the person for the shorter period of time shall be the secondary payer.
 - vi) No provision for nonduplication or coordinated benefits. Any plan not making specific provision for nonduplication or coordination of benefits with other plans shall always be the primary payer.
- c) Effect on benefits. It is the intention of this Subsection to avoid duplication of payment of benefits if this Plan is not the primary payer. This shall be accomplished as follows:
- i) First calculate the benefits that would be payable for allowable expenses under the Plan before application of this Subsection 4.5.
 - ii) Reduce the amount that would be payable for allowable expenses by the amounts payable for such allowable expenses by the primary payer and all other plans whose payment obligation is prior to this Plan.
 - iii) Pay only the difference, if any, between i) and ii) above.

- d) Right to receive and release necessary information. Concordia Plan Services may, without the consent of or notice to anyone, release to or obtain from any insurance company, organization, or person any information which Concordia Plan Services considers necessary for the purposes of this Subsection 4.5 or of any provision of similar purpose of any other plan. Any claimant under the Plan shall furnish to Concordia Plan Services such information as may be needed to implement the provisions of this Subsection 4.5.
- e) Facility of payment. Concordia Plan Services shall have the right to pay over to any organization making payments under any other plan any amounts Concordia Plan Services shall determine to be warranted in order to satisfy the intent of this Subsection 4.5. Amounts so paid by Concordia Plan Services shall be considered benefits paid under the Plan, and the Plan shall be fully discharged from liability to the extent of such payments.
- f) Right of recovery. If at any time payments made under the Plan with respect to allowable expenses total more than the maximum amount necessary at that time to satisfy the intent of this Subsection 4.5, Concordia Plan Services shall have the right to recover such overpayment from among one or more of the following, as Concordia Plan Services shall determine: any person to or for or with respect to whom such payments were made, any insurance companies, or any other organizations. In addition, such overpayment may be collected by offset against any other payment then or thereafter due under any provisions of the Plan with respect to such person or any other person in the same family unit.

4.6. Subrogation and reimbursement rights.

- a) Whenever the Plan has paid benefits to or on behalf of a covered person arising out of any incident for which some other party may be legally responsible, the Plan will have an equitable lien on any recovery or settlement funds received by or on behalf of such person from the party at fault or its insurer. The Plan shall also have the right to reimbursement from the payee for such benefits.
- b) Any recovery or settlement is conclusively presumed to be for the reimbursement of benefits paid by the Plan until the Plan has been fully reimbursed, whether or not the covered person has received full compensation from the third party. The Plan's right to recovery shall have first priority, including priority over the covered person's claim and the claim of an attorney or other party. The Plan's rights shall extend to all portions of the recovered amount, regardless of how characterized, until the Plan is fully reimbursed.
- c) In addition to the foregoing right of reimbursement and lien, and wherever not prohibited by law, the Plan shall be subrogated to the covered person's rights of recovery against any party who may have liability with respect to the incident to the extent of benefits paid by the Plan or reasonably expected to be paid in the future. The covered person must notify the Plan of the circumstances of the incident and must cooperate with the Plan in doing whatever is necessary to enable the Plan to assert its rights hereunder.
- d) If a lump sum amount is recovered and the Plan reasonably expects to pay benefits in the future relating to the incident, the Plan shall be entitled to recover the present value of benefits reasonably expected to be paid.

- e) All payments received by or on behalf of the covered person shall be held by the recipient in trust for the benefit of the Plan until the Plan has been fully reimbursed for all benefit payments with respect to the subject incident.
- f) A covered person's compliance with these obligations is a condition of continued entitlement to benefits under the Plan. If any recovery is made by or on behalf of the covered person from a third party or insurer and the obligation to reimburse the Plan is not satisfied, the Plan may set off any benefits payable on behalf of such covered person in the future against the unpaid obligation until the Plan has been reimbursed as required by this Subsection.
- g) The Plan may require the covered person to execute and deliver any instruments needed, and to do whatever else is necessary, to secure these rights to the Plan.

4.7. Other Benefits. In addition to Medical Plan Coverage Options, the Board of Trustees or its designee is authorized to contract from time to time to make available to Members and Enrolled Dependents other health and welfare benefits and services, including but not limited to prescription drug, dental, vision, employee assistance programs, audiological services and products, or clinical programs that assist in the management of an illness, disease, or other condition, or encourage cost-effective forms of treatment, or encourage healthy lifestyles. Such benefits and services may be made available on a self-funded basis through the Trust, at negotiated reduced prices and terms, for a per capita membership fee or on a fully-insured basis, the fees or premiums for which shall be paid from the Trust fund established pursuant to SECTION XII.

Notwithstanding the foregoing, to the extent any such payments could be prohibited expenditures for a trust under Code Section 501(c)(9), these payments instead shall be funded out of the Employers' share of contributions, as permitted by law. Each agency shall be responsible for establishing and maintaining policies, procedures, and limits related to the operations of such clinical programs. Participation in these programs may be deemed mandatory or optional, at the discretion of the Board of Trustees, and penalties for nonparticipation by a Member or Enrolled Dependent may result in reduced or no benefits.

4.8. Insured Contracts. In any situation where there is a conflict between the provisions of this Plan and the provisions of a particular insurance contract, policy or certificate that insures a benefit under the Plan, such contract, policy or certificate will control.

SECTION V

REIMBURSEMENT FOR MEDICARE MEMBERS – MEDICARE SUPPLEMENTAL BENEFITS

5.1. Reimbursement by Plan. Reimbursement provided to Medicare Members shall be provided and administered by an insurance carrier. When a Medicare Member incurs eligible charges in an aggregate amount which satisfies the appropriate individual deductible for a calendar year, reimbursement shall be made for all eligible charges incurred thereafter during such calendar year in excess of any applicable deductible, to the extent and subject to the limitations provided in this SECTION V and in the Certificate(s) of Coverage and/or similar document(s) that are provided by the insurance carrier and that are applicable to the Medicare Plan Option of the Medicare Member. In the event of a conflict between the terms of SECTION V of the Plan and the Certificate(s) of Coverage and/or similar document(s) provided by the insurance carrier, the terms in the documents provided by the insurance carrier shall prevail.

Medicare benefits will be estimated for purposes of determining the Plan's benefits for a person enrolled in a Medicare Plan Option but who is not enrolled in Medicare.

A charge is deemed to have been incurred on the date of the service or purchase for which the charge is made. A charge is deemed to be incurred by the person with respect to whom the service was rendered or purchase made even though some other person thereby also incurred a legal or contractually assumed liability for such charge.

A Medicare Member who receives financial assistance from the Social Security Administration to help pay for the deductible, copayments, and premiums related to the Medicare Prescription Drug program (Part D) will have a choice to elect the prescription drug coverage provided by this Plan or elect to purchase an independent Medicare PDP plan. If the Medicare Member elects the latter, the prescription drug coverage of this Plan shall remain in effect but subject to the reduction of benefits described in Subsection 5.3.

5.2. Deductible amount.

- a) Medical charges--Medicare Part B covered expenses. For each calendar year, the deductible amount for medical charges for Medicare Part B covered expenses for a Medicare Member (whether or not participating in Medicare) shall be equal in dollars to the deductible required under Medicare Part B—Medical Insurance, but such eligible medical charges shall be applied to satisfy the deductible in date order received by the agency processing such claims on behalf of the Plan.
- b) Special rules--change in status during year. If a Member or Enrolled Dependent becomes a Medicare Member at any time other than as of the first day of a calendar year, any medical costs incurred during that year by such person prior to becoming a Medicare Member will be reexamined, using Medicare standards, to determine whether such person has satisfied the deductible for such year (but such re-examination will not affect the person's entitlement to benefits for such costs). If the family unit of which such person is a part had satisfied the family unit deductible requirement of the Plan in the year of such a change in status before such person became a Medicare Member, no further deductible shall be required of such Medicare Member with respect to the remainder of that calendar year.

If a Medicare Member becomes a Worker or an Enrolled Dependent of a Worker at any time other than as of the first day of a calendar year, any medical costs incurred during that year by such person while a Medicare Member will be reexamined to determine whether such person has satisfied the deductible applicable to a Worker or an Enrolled Dependent of a Worker for such year (but such reexamination will not affect the person's entitlement to benefits for such costs). If the family unit of which such person is a part had satisfied the family unit deductible requirement of the Plan in the year of such a change in status before such person became a Worker or an Enrolled Dependent of a Worker, no further deductible shall be required of such person with respect to the remainder of that calendar year.

5.3. Reduction of benefits because of other insurance. Benefits provided for a Medicare Member under this SECTION V may be reduced by those of any other plan covering the Medicare Member, according to the rules in Subsection 4.5 of the Plan.

5.4. Subrogation rights. Subrogation rights shall be as described in the Certificate(s) of Coverage or similar document(s) that are provided by the insurance carrier and that are applicable to the Medicare Plan Option of the Medicare Member.

5.5. Discount programs. The Board of Trustees or its designee is authorized to contract from time to time to make available to Medicare Members vision, dental, hearing, chiropractic, and other health and wellness products and services at negotiated, reduced prices and terms, for a per capita fee or on a fully-insured basis, the fees or premiums for which may be paid by Medicare Members or from the Trust fund established pursuant to SECTION XII.

5.6. Mandatory pre-approval for prescription drugs. Certain prescription drugs require prior authorization by the agency designated by Concordia Plan Services to administer the prescription drug benefits. Concordia Plan Services shall, in consultation with such agency other appropriate entity, maintain a list of the prescription drugs requiring prior authorization, and such list may be amended and published from time to time. No payment will be made by the Plan for unapproved purchase of a drug requiring prior authorization.

5.7. Clinical programs. The Board of Trustees or its designee may, from time to time, enter into agreements with the agencies employed to manage health care services for the Plan and with other agencies to provide for its Members and Enrolled Dependents clinical programs that assist in the management of an illness, disease, or other condition, encourage cost-effective forms of treatment, or encourage healthy lifestyles. Each agency shall be responsible for establishing and maintaining policies, procedures, and limits related to the operations of such clinical programs. Participation in these programs may be deemed mandatory or optional, at the discretion of the Board of Trustees or its designee, and penalties for nonparticipation by a Member or Enrolled Dependent may result in reduced or no benefits.

5.8. Terms for Medicare Plan Options. Notwithstanding anything herein to the contrary, in the event of a conflict between the terms of the Plan and the Certificate(s) of Coverage and Schedule(s) and/or similar document(s) provided by an insurance carrier, the terms in the documents provided by the insurance carrier shall prevail.

SECTION VI
STUDENT MEMBERS

6.1. Special Definitions. As used in this SECTION VI, the following terms, whether or not capitalized, shall mean:

- a) "Plan Year" – The twelve-month period beginning each September 1 and ending the following August 31.
- b) "Eligible Opt-Out" – An eligible student enrolled at a Seminary of the Synod who has declined enrollment in, or who is ineligible to participate in, the Plan in accordance with administrative guidelines approved by the Board of Trustees or its designee.
- c) "Seminary" – Concordia Seminary in St. Louis, Missouri, or Concordia Theological Seminary in Fort Wayne, Indiana.

6.2. Plan enrollment. Enrollment in the Plan is mandatory unless the Student Member is an Eligible Opt-Out. A Student Member shall be enrolled in the Plan by filing a properly completed enrollment form with Concordia Plan Services and such enrollment will become effective the first day of the calendar month in which the Student Member becomes eligible for enrollment, which shall be called the Student Member's "first membership date." If application for enrollment is made more than sixty (60) days after the Student Member's first membership date, any such enrollment will be available only during an open enrollment period as described in Subsection 6.3, unless the special enrollment provisions as described in Subsection 2.7 are applicable.

A Student Member may enroll eligible Dependents at the time of initial enrollment in the Plan or at a later date, as described in SECTION III; provided, however, that following graduation from a Seminary, a Student Member may enroll any eligible but unenrolled Dependents at the same time as the Student Member is enrolled in the Plan as a Worker.

Notwithstanding the foregoing, Seminary students who are eligible to be Student Members may defer initial enrollment on their first membership date, but only until January 1 of the next following year and only if proof of other existing health coverage for the current calendar year is provided to Concordia Plan Services.

6.3. Open enrollment. Effective on September 1 of each year, any Seminary student who is eligible to be a Student Member, or any eligible Dependent of a Student Member, shall be permitted to enroll in the Plan.

6.4. Reimbursement by plan. When a Student Member incurs eligible charges in an aggregate amount which satisfies the appropriate deductible for a Plan Year, the Plan will reimburse all eligible charges incurred thereafter during such Plan Year in excess of any applicable deductible to the extent and subject to the limitations provided in this SECTION VI and in Schedule CSS.

A charge is deemed to have been incurred on the date of the service or purchase for which the charge is made. A charge is deemed to be incurred by the person with respect to whom the service was rendered or purchase made even though some other person thereby also incurred a legal or contractually assumed liability for such charge.

6.5. Deductible amount and amount of reimbursement. The provisions for reimbursement of eligible charges incurred by Student Members and their Enrolled Dependents are set out in Schedule CSS, as amended from time to time.

6.6. Termination of Student Member's coverage. Once a person has become a Student Member, that person will continue to be a Student Member until membership terminates at the end of the calendar month in which the first of the following occurs:

- a) the Student Member ceases to be an eligible student at a Seminary, unless the Student Member elects to extend coverage subject to the provisions of Subsection 6.8;
- b) the Student Member withdraws from the Plan and becomes an Eligible Opt-Out;
- c) the Student Member's death;
- d) nonreceipt by Concordia Plan Services of required contributions for the Student Member's coverage;
- e) withdrawal from the Plan by the Seminary through whom the Student Member is enrolled;
or
- f) termination of the Plan or of all Student Member coverage under the Plan.

Notwithstanding the foregoing, if a Student Member's written request for withdrawal from the Plan is received by Concordia Plan Services more than thirty (30) days after the requested effective date of the withdrawal, the Student Member's membership in the Plan shall be terminated effective at the end of the calendar month in which such request was received and contributions shall be due through that date.

6.7. Termination of Enrolled Dependent coverage. The coverage of an Enrolled Dependent of a Student Member shall terminate at the end of the calendar month in which the first of the following occurs:

- a) the person ceases to be a Dependent;
- b) the Student Member elects to remove such Dependent from membership;
- c) the coverage of the Student Member terminates; or
- d) nonreceipt by Concordia Plan Services of required contributions for the Student Member's coverage.

Notwithstanding the foregoing, if a Student Member's written request to remove a Dependent from membership is received by the Board of Trustees or its designee more than thirty (30) days after (i) the date the person has ceased to be an eligible Dependent or (ii) the date the Student Member wants the Dependent's membership to be terminated, the Dependent's membership in the Plan shall be terminated effective at the end of the calendar month in which such request was received and contributions shall be due through that date.

Notwithstanding the foregoing, coverage of a Student Member's Dependent may be extended pursuant to the provisions of Subsection 6.8.

6.8. Extension of coverage. Following a termination of coverage as described in Subsections 6.6 or 6.7, coverage may be extended for a limited period as follows:

- a) Student Member. After termination of coverage as a Student Member, a Student Member may continue coverage (including any Enrolled Dependents) for a period of up to fifteen (15) calendar months immediately following such termination by submitting to Concordia Plan Services, within sixty (60) days, notice of such intention to extend. Contributions for extended coverage shall be paid by the Student Member.
- b) Enrolled Dependent Spouse of a Student Member. A Student Member's legally separated or divorced former Spouse may extend coverage for a period of up to twelve (12) calendar months by filing with the Board of Trustees, within sixty (60) days following such legal separation or divorce, a notice of such intention to extend. Such Spouse may also by such filing extend coverage for any other Dependents of the Student Member in the custody of such Spouse. Contributions for such extended coverage shall be paid by the legally separated or divorced former Spouse. In addition to the provisions of Subsection 6.7, such extended coverage for such Spouse and all such Dependents shall cease:
 - i) upon the death or remarriage of such Spouse, or
 - ii) if such Spouse becomes a Worker or Dependent eligible to enroll in the Plan.
- c) Enrolled Dependent Child of a Student Member. After termination of coverage as an Enrolled Dependent Child, such Dependent Child may continue coverage for a period of up to six (6) calendar months immediately following such termination by submitting to Concordia Plan Services, within sixty (60) days, notice of such intention to extend. Contributions for extended coverage shall be paid by the Student Member or the Dependent Child. Notwithstanding the foregoing, if the Dependent Child ceases to be a Dependent as defined by the Plan prior to the expiration of the six-month period, coverage shall immediately terminate at the end of the calendar month in which such event occurs.

6.9. Applicability of Plan provision and exceptions. Except as otherwise specifically stated in this SECTION VI, all of the other provisions of the Plan are applicable to Student Members, including specifically Sections I (Definitions), III (Dependents—Enrollment), IV (Reimbursement for Health Care), VII (Claim Procedures and Limitations), and X through XVI. Wherever in this Plan the term “Member” is used, such term shall be deemed to include “Student Member” except where the context clearly indicates that such usage would be inappropriate.

6.10. Adoption by Seminary for students. By its adoption of the Plan, each Seminary agrees to assist in the administration of the Plan for its Student Members, as outlined in the management agreement provided by the Plan.

The Seminaries shall neither be required nor permitted to adopt the Concordia Retirement Plan, Concordia Disability and Survivor Plan, or Concordia Retirement Savings Plan for their Student Members.

Subsections 9.4 h) and i) shall not be applicable to any Seminary with respect to its Student Members. Instead, the Student Members shall pay all contributions due the Plan, including contributions for their Enrolled Dependents. It is contemplated, but not required, that the Seminaries will collect all such contributions from their Student Members as additional tuition. However, a Seminary shall be permitted

to establish some other method of collecting such contributions, especially as the contribution amount is changed as a result of marriage or birth of a Child. A Seminary shall have no corporate obligation for such contributions; it is only a paying agent. A Seminary is obligated to pay contributions to the Plan for a Student Member only to the extent it has received collected funds from such Student Member for such purpose. Funds paid to it by Student Members shall be held in trust by the Seminary and applied against contributions payable to the Plan for such Student Member when and as such contributions are due. If any contribution for a Student Member is not paid when due, the provisions of Subsection 10.6 b) shall be applicable.

6.11. Termination of Seminary's participation for students. A Seminary may terminate its participation in the Plan for its Student Members at the end of any calendar month by:

- a) submitting to Concordia Plan Services, at least ninety (90) days prior to the effective date, a certified copy of a resolution adopted by the governing body of the Seminary authorizing the termination; and
- b) giving written notice to all Student Members enrolled through that Seminary of the termination of their participation in the Plan at least ninety (90) days prior to the effective date.

SECTION VII

CLAIM PROCEDURES AND LIMITATIONS

7.1. Proof of loss. Any claim for benefits under the Plan must be submitted on a form provided for such purpose and proof of loss must be furnished within three hundred sixty-five (365) days after the date the eligible charge was incurred, except if proof of loss is required by a different deadline by an insurance carrier, for any insured coverage under the Plan.

The initial decision on the merits of a claim or request for benefits is made by the claims administrator that manages and/or administers the applicable portion of the Plan. An initial claim for benefits shall be adjudicated by the claims administrator in accordance with the internal claims procedures generally followed by such claims administrator for adjudicating claims of the same type. Even though the Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA), the claims administrator may utilize procedures consistent with Section 503 of ERISA to adjudicate initial claims decisions. In the event that the Member is dissatisfied with the initial decision of that administrator, the Member may pursue such administrator's internal appeals process. If a Member has exhausted such administrator's internal appeals process applicable to a Plan Coverage Option (other than a fully-insured option) and is dissatisfied, the Member may pursue the appeal provisions described in Subsection 11.11 of the Plan that is applicable to the Plan Coverage Option of the Member. Appeals of a fully-insured Plan Coverage Option shall be subject to the rules of the insurer.

7.2. Excusable failure. Failure to furnish proof of loss within the time provided in Subsection 7.1 shall not invalidate nor reduce any claim if it was not reasonably possible in the opinion of Concordia Plan Services to give proof within such time, provided such proof is furnished as soon as reasonably possible, except as disallowed by an insurance carrier, for any insured coverage under the Plan.

7.3. Limitation of actions. No action at law or in equity shall be brought to recover any benefit under the Plan prior to the expiration of sixty (60) days after written proof of loss upon which the claim is based has been furnished as required above. No such action shall be brought more than five (5) years after the expiration of the time within which proof of such loss is required. If the limitations described in this Subsection 7.3 conflict with limitations applicable to insured coverage under the Plan, the limitations applicable to such insured coverage shall instead apply.

SECTION VIII

TERMINATION OF COVERAGE--EXTENSIONS AND LEAVES OF ABSENCE

8.1. Termination of Member's coverage. Once a person has become a Member, that person will continue to be a Member, until membership terminates as described in Subsection 6.6 or in a) or b) below.

- a) Unless the Member simultaneously becomes a Retired Member or a Medicare Member, a Member's status as a Member and coverage under the Plan shall terminate at the end of the calendar month in which the first of the following occurs:
 - i) the Member ceases to be a Worker with the Employer through which participating as a Member, unless
 - A) the Member simultaneously becomes employed by another Employer,
 - B) termination was on account of Total Disability and the Member is eligible under the Concordia Disability and Survivor Plan to have contributions to the Plan paid by the Concordia Disability and Survivor Plan,
 - C) in the case of a minister, the Member simultaneously becomes employed by an Employer described in paragraphs a) through d) of Subsection 1.12 or by an organization of the type described in Subsection 2.14, or simultaneously becomes an Employer described in Subsection 1.12 e).
 - D) the Member is granted a leave of absence under Subsection 8.3 or 8.4, or
 - E) the Member elects to extend coverage subject to the provisions of Subsection 8.5,
 - ii) the second calendar month following fourteen (14) days of Total Disability for a Totally Disabled Member who is not eligible to have contributions to the Plan paid by the Concordia Disability and Survivor Plan, unless the Member elects to extend coverage subject to the provisions of Subsection 8.5,
 - iii) the final payment of contributions to the Plan are made under Subsection 4.2 c) of the Concordia Disability and Survivor Plan, unless the Member either A) elects to extend coverage subject to the provisions of Subsection 8.5, or B) resumes employment with an Employer (or, in the case of a minister, resumes employment at an organization meeting the requirements of Subsection 2.14 or becomes an Employer described in Subsection 1.12 e),
 - iv) recovery or deemed recovery from Total Disability and failure to resume employment with an Employer, or, in the case of a minister, an organization of the type described in Subsection 1.36 b),
 - v) an event resulting in termination of coverage pursuant to Subsection 8.3, 8.4, or 8.5,

- vi) the Member withdraws from the Plan,
- vii) the Member's death,
- viii) nonreceipt by Concordia Plan Services of required contributions for the Member's continued coverage,
- ix) termination of the Plan, or
- x) withdrawal of the Member's Employer from participation in the Plan (whether by formal withdrawal, loss of continued eligibility, or by failure to make required contributions), unless the Member is a Worker who extends coverage under Subsection 8.5; such withdrawal also terminates the membership and coverage of:
 - A) disabled former employees of the withdrawn Employer, if the Employer adopted the Plan less than thirty-six (36) months prior to the withdrawal, and
 - B) former employees of the withdrawn Employer who are on an Employer-granted leave of absence under Subsection 8.3 or who have extended coverage under Subsection 8.5.

If an Employer's written notice of a Worker's termination of employment is received by Concordia Plan Services more than thirty (30) days after the date of the termination of employment or a Worker's written request for withdrawal from the Plan is received by Concordia Plan Services more than thirty (30) days after the requested effective date of the withdrawal, the Worker's membership in the Plan shall be terminated effective at the end of the calendar month in which such notice or request was received and contributions shall be due by the Employer through that date.

- b) Unless the Retired Member or Medicare Member becomes a Worker, a Member's status as a Member and coverage under the Plan shall terminate at the end of the calendar month in which the first of the following occurs:
 - i) the Retired Member withdraws from the Plan,
 - ii) nonreceipt by Concordia Plan Services of the required contributions for continued coverage,
 - iii) the Retired Member's death, or
 - iv) termination of the Plan.

If a Retired Member's written request for withdrawal from the Plan is received by Concordia Plan Services more than thirty (30) days after the requested effective date of the withdrawal, the Retired Member's membership in the Plan shall be terminated effective at the end of the calendar month in which such request was received and contributions shall be due through that date.

8.2. Termination of Enrolled Dependent's coverage. An Enrolled Dependent's status as an Enrolled Dependent and coverage under the Plan shall terminate at the end of the calendar month in which the first of the following occurs:

- a) the person ceases to be a Dependent,
- b) the Member elects to remove such Dependent from membership,
- c) required contributions are not received by the Board of Trustees, or
- d) the coverage of the Member terminates, except that if the coverage of the Member terminates by reason of death, the coverage of the deceased Member's Enrolled Dependent, including a Spouse who was excluded as an Enrolled Dependent in accordance with Subsection 3.4 b), shall continue if the required contributions are received by the Plan for such continued coverage, subject at all times to the requirement that the Enrolled Dependent continues to be a Dependent.

Notwithstanding the forgoing, if a Member's written notice to remove a Dependent from membership is received by Concordia Plan Services more than thirty (30) days after (i) the date the person has ceased to be an eligible Dependent or (ii) the date the Member wants the Dependent's membership to be terminated, the Dependent's membership in the Plan shall be terminated effective at the end of the calendar month in which such notice was received and contributions shall be due through that date.

Notwithstanding the foregoing, coverage of a legally separated or divorced former Spouse of a Member, and of any Child(ren) or other relative(s) of a Member in the custody of such Spouse, may be extended pursuant to the provisions of Subsection 8.5; provided, however, that with respect to a Member who is not a Retired Member no such extension shall be available if the divorce or legal separation occurred after the Member ceased to be a Worker.

Notwithstanding the foregoing, coverage of a Member's Child or other relative may be extended pursuant to the provisions of Subsection 8.5, provided, however, that no such extension shall be available if termination as a Member's Dependent was due to military service of the Dependent.

8.3. Leaves of absence granted by Employer. Subject to guidelines established by and advance approval of the Board of Trustees or its designee, a leave of absence may be granted by the Employer to an enrolled Worker. During such leave, the coverage of the Worker and any Enrolled Dependent shall not terminate if the required contributions are received by Concordia Plan Services during the period of the leave.

The coverage of a Member (and any Enrolled Dependent) who has been granted a leave of absence shall terminate at the end of the calendar month in which the first of the following occurs:

- a) expiration of the period of the leave without return to the employ of the Employer granting the leave or another Employer,
- b) commencement of employment not contemplated when the leave was granted,
- c) it appears to the satisfaction of Concordia Plan Services that the Member does not intend to return to the employ of an Employer, or

- d) the end of the twelfth (12th) calendar month following the commencement of the leave, unless the period of the leave is extended upon written request to and written approval of Concordia Plan Services.

8.4. Leave of absence granted by Concordia Plan Services. A Member who desires to terminate employment with an Employer or who ceases to be a Worker may apply to Concordia Plan Services for a leave of absence to further education or obtain specialized training so as to increase capacity for service in the work of the Synod. Such application must be made within sixty (60) days of the date employment ceases. In connection with such application, the Member shall furnish Concordia Plan Services such information as the Board may request. Upon determining that the Member intends to reenter service with an Employer following such leave, the leave may be granted for a period not to exceed one (1) year. The authorized period of leave may be extended by Concordia Plan Services upon application of the Member, but in no event shall any leave granted pursuant this Subsection 8.4 be for a period in excess of four (4) years.

While on such a leave of absence a person's membership in the Plan shall continue, so long as during the period of such leave contributions are made by or for the Member.

The coverage of a Member and Enrolled Dependents shall terminate at the end of the calendar month in which the first of the following occurs:

- a) expiration of the period of leave without entering employment with an Employer,
- b) commencement of employment not contemplated when the leave was granted, or
- c) it appears to the satisfaction of the Board of Trustees that the Member does not intend to accept employment with an Employer.

8.5. Extension of coverage. Coverage may be extended in accordance with the following:

- a) A Member who has ceased to be a Worker or a Totally Disabled Member whose contributions ceased to be paid by the Concordia Disability and Survivor Plan may extend coverage for a period of up to fifteen (15) calendar months by filing with Concordia Plan Services notice of such intention to extend. Contributions for extended coverage shall be paid by the Member. Notwithstanding the foregoing, a Worker whose membership terminates as a result of termination of the Employer's membership shall not be eligible for an extension of coverage under this paragraph a) if such Employer provides an alternative health plan for its Workers.
- b) A Member's legally separated or divorced former Spouse may extend coverage for a period of up to twelve (12) calendar months by filing with Concordia Plan Services, within sixty (60) days following such legal separation or divorce, a notice of such intention to extend. Such Spouse may also by such filing extend coverage for any other Dependents of the Member in the custody of such Spouse. Contributions for such extended coverage shall be paid by the legally separated or divorced former Spouse. In addition to the provisions of Subsection 8.2, such extended coverage for such Spouse and all such Dependents shall cease:
 - i) upon the death or remarriage of such Spouse, or
 - ii) if such Spouse becomes a Worker or Dependent eligible to enroll in the Plan.

- c) A Member's Child or a Member's other relative may extend coverage for a period of up to six (6) calendar months following the end of the calendar month in which the Child or other relative ceases to be an eligible Dependent of the Member. Contributions for such extended coverage shall be paid by the Child or other relative. In addition to the provisions of Subsection 8.2, such extended coverage shall cease at the end of the calendar month in which the first of the following occurs:
- i) the entry of such other relative into active duty in any military force in any country,
 - ii) such Child or other relative becomes a Worker or Dependent eligible to enroll in the Plan, or
 - iii) the death of such Child or other relative.

SECTION IX

EMPLOYER PARTICIPATION AND OBLIGATIONS

9.1. Initial adoption by Member Congregations and Controlled Organizations. Any Member Congregation or Controlled Organization may adopt the Plan for the first time on the first day of any calendar month upon filing with Concordia Plan Services, prior to the applicable date, a certified copy of the resolution by the governing body of such congregation or organization adopting the Plan. Acceptance into the Plan is not automatic and is subject to underwriting standards established by the Board of Trustees or its designee. No Employer may adopt this Plan unless such Employer has also, either previously or contemporaneously, adopted and become a participating Employer in the Concordia Retirement Plan and the Concordia Disability and Survivor Plan.

9.2. Initial adoption by Affiliated Agency. Any Affiliated Agency, which qualifies for participation in the Plan as determined by the Board of Trustees or its designee, may adopt the Plan for the first time on the first day of any calendar month upon filing with Concordia Plan Services, prior to the applicable date, a certified copy of a resolution by the governing body of such agency adopting the Plan and upon complying with such other requirements as the Board of Trustees or its designee may specify in qualifying such Affiliated Agency. Acceptance into the Plan is not automatic and is subject to underwriting standards established by the Board of Trustees or its designee. No Employer may adopt this Plan unless such Employer has also, either previously or contemporaneously, adopted and become a participating Employer in the Concordia Retirement Plan and the Concordia Disability and Survivor Plan.

9.3. Readoption after withdrawal. An Employer that has withdrawn or been withdrawn from participation in the Plan may readopt the Plan by following the procedures specified in Subsection 9.1 or 9.2, as applicable. Any Workers employed by such Employer at the time of readoption shall be allowed to enroll and enroll eligible Dependents in the Plan as described in Subsection 2.5. No Employer may readopt this Plan unless such Employer has also, either previously or contemporaneously, adopted or readopted and become a participating Employer in the Concordia Retirement Plan and the Concordia Disability and Survivor Plan.

9.4. Employer's obligations. By its adoption of the Plan, each Employer obligates itself (in addition to the obligations imposed under other provisions):

- a) to select upon initial adoption and annually thereafter the Plan Coverage Options, among the options made available to that Employer, to be in effect for its Workers for each Plan Year, in accordance with administrative procedures established by Concordia Plan Services; provided, however, that if the Employer meets certain criteria established by the Board of Trustees or its designee, it may offer multiple Plan Coverage Options from which each Worker may select the Plan Coverage Options to be in effect for that Worker and the Worker's Enrolled Dependents for the Plan Year,
- b) to inform its Workers of their eligibility for membership in the Plan,
- c) to permit each of its Workers to enroll in the Plan and to enroll each eligible Dependent, by promptly submitting completed enrollment forms as required by Subsection 2.1 following receipt of the relevant information from its Workers, although each Worker is responsible for accurate completion of any required form(s),

- d) to notify Concordia Plan Services of the employment of new Workers and to obtain for Concordia Plan Services in the case of a Worker not desiring to enroll as a Member or to enroll eligible Dependents a renunciation of the right to do so,
- e) to meet any minimum participation requirements established by the Board of Trustees or its designee with regard to enrollment of eligible Workers, including the requirement that an Employer may not offer another health plan (i.e., “dual choice”) alongside this Plan to its Workers,
- f) to notify Concordia Plan Services of a termination of employment, the granting and termination of leaves of absence, the last day worked prior to and the first day worked after periods of disability, and other facts or events which may be relevant in the operation of the Plan,
- g) to distribute promptly to or communicate to the Members enrolled through the Employer any notice or other communication from Concordia Plan Services pertaining to the Plan or its operation that Concordia Plan Services indicates is for the attention of such Members,
- h) to pay with respect to each Member participating in the Plan by virtue of status as a Worker with such Employer, at least fifty percent (50%) of the contribution rate applicable for Member-only coverage (exclusive of Dependents), and in any case where the Employer contributes more than fifty percent (50%) of the Member-only cost or contributes toward the cost of Dependent coverage, the Employer shall make such contributions on a uniform and nondiscriminatory basis for all Workers in its employ, including contributions for the period following commencement of disability as required in Subsection 10.4.
- i) to collect from each Member, by payroll deduction or otherwise, the portion, if any, of the contribution due from the Members and to remit the same, together with the Employer’s share of the contribution, to the Plan as and when due; however, for all purposes of the Plan, Concordia Plan Services shall be entitled conclusively to proceed on the basis that the Employer is paying, without contribution thereto by any Member, one hundred percent (100%) of the contributions due, including but without limitation, for the purpose of the assessment of interest on delinquent contributions, the refund of contributions pursuant to any provisions therefor, or termination of coverage for all Members in the employ of such Employer for nonpayment of the requisite contributions,
- j) to furnish to Concordia Plan Services such information concerning Compensation and changes in Compensation of the Workers in its employ as may be needed by Concordia Plan Services to enable it to compute the Compensation of each Member in a manner consistent with the definition of “Compensation” in Subsection 1.5 and the contributions due with respect to each such Member, and
- k) if it qualified for a Small Employer Exception and has a Worker or a Worker’s Dependent enrolled as a Medicare Active Member, to promptly furnish Concordia Plan Services with written notice of any event that would cause it to no longer qualify for the Small Employer Exception for any such Worker or Worker’s Dependent.

9.5. Withdrawal. An Employer may withdraw or be withdrawn from participation in the Plan effective as of the end of any current or prospective calendar month as follows:

- a) Voluntary withdrawal. An Employer may voluntarily withdraw from the Plan by:
 - i) filing with Concordia Plan Services, at least thirty (30) days prior to the effective date, a certified copy of a resolution adopted by the governing body of such Employer authorizing the withdrawal; and
 - ii) giving written notice to all Workers of such Employer of the termination of the Employer's participation in the Plan and the Plan's requirements regarding future readoption by such Employer as described in Subsection 9.3.
- b) Withdrawal due to non-compliance. If Concordia Plan Services determines that an Employer is not administering the Plan in accordance with the Plan's provisions or does not meet the minimum participation requirements established by the Board of Trustees, such Employer's participation in the Plan, and the membership of its Workers and their Enrolled Dependents, shall be terminated.
- c) Withdrawal due to regulatory restrictions. If Concordia Plan Services determines that providing the Plan in any particular state within the United States, or any particular country outside the United States, is not feasible because of prohibitive laws or other reasons, each Employer located in such an area shall cease to be considered an Employer as defined in Subsection 1.12 and the Employer's participation in the Plan, and the membership of its Workers and their Enrolled Dependents, shall be terminated.
- d) Withdrawal due to nonpayment. If an Employer fails to remit the required contributions for any billing period, plus any interest due thereon, as described in Subsection 10.6, such Employer shall be deemed to have withdrawn from the Plan as of the first billing period for which the contribution was due, and the membership of its Workers and their Enrolled Dependents shall be terminated.
- e) Cessation of status as Employer. An Employer that ceases to be an Employer as defined in Subsection 1.12 for any reason may, in the sole and absolute discretion of the Board of Trustees or its designee, be considered a withdrawn Employer effective as of the end of the calendar month in which Concordia Plan Services first learns of or makes a determination with respect to such occurrence.

Readoption of the Plan at a later date by an Employer withdrawn under paragraphs a), b), and d) above shall be subject to underwriting standards established by the Board of Trustees or its designee, which may include the application of a three-year waiting period.

9.6. Participation in other plans required after December 31, 2005. No Employer may be a participating Employer in this Plan after December 31, 2005, unless such Employer also participates in the Concordia Retirement Plan and Concordia Disability and Survivor Plan. This provision shall not apply to an Employer which, as of July 1, 2005, and at all times thereafter participated only in this Plan and neither of the Concordia Retirement Plan or Concordia Disability and Survivor Plan.

SECTION X

CONTRIBUTIONS

10.1. Establishing rates and contribution classes. The Board of Trustees or its designee shall, upon the advice of an actuary, establish the rates of contribution to be paid to the Plan. In connection with prescribing rates, Concordia Plan Services may classify the Members and their Enrolled Dependents into such number of contribution classes as Concordia Plan Services may deem proper in relation to the benefits provided by the Plan and may prescribe different contribution rates for each class so established. The classes and contribution rates for any class or classes may be changed effective at the beginning of any calendar month which follows by at least ninety (90) days the announcement by Concordia Plan Services of the change in class or effective rate for any class. Notwithstanding the foregoing, the Board of Trustees reserves the right and the right of its designee to adjust the contribution rates applicable for any individual Employer at any time if required by the underwriting standards established by the Board of Trustees.

10.2. Contributions due in advance--interest. Concordia Plan Services shall establish the billing period for the Plan, which will be a calendar quarter, calendar month, or other convenient period. Contributions shall be due in advance of the first day of each billing period, on the due date established by Concordia Plan Services. If the full contribution due the Plan is not received by the due date, interest at a rate established by Concordia Plan Services on the contribution shall be due from the first day of the billing period, compounded monthly, to the date of payment. The rate of interest may be increased or decreased by Concordia Plan Services effective as of the beginning of any calendar month which follows by ninety (90) days the announcement by Concordia Plan Services of the change in the effective rate of interest. Concordia Plan Services will inform each Employer of the contributions due with respect to Members in its employ, but no error in billing shall preclude Concordia Plan Services from subsequently requiring payment of the correct amount of contributions due.

If contributions must be billed retroactively for a period of more than one (1) calendar month due to a delayed enrollment or correction of a class of coverage for a Member or Enrolled Dependent, interest shall be due on the retroactive contributions in the same manner as described in the previous paragraph.

Notwithstanding the foregoing or the provisions of Subsection 10.6 b), contributions from a Retired Member or a Dependent of a deceased Member may be withheld from the benefits payable from the Concordia Retirement Plan or the Concordia Disability and Survivor Plan on a monthly basis under procedures adopted by the Board of Trustees or its designee.

10.3. Changes in contribution class. If a Member's status changes from one contribution class to another (whether resulting in a greater or lesser contribution rate), the rate of contribution payable with respect to the new class shall become effective as of the beginning of the calendar month coinciding with or next following the date of change, subject, however, to Subsection 8.2. No additional charge or refund will be made for a change in contribution class during a calendar month.

10.4. Contributions for Totally Disabled Workers. An Employer shall be required to pay contributions for a Totally Disabled Worker through the end of the second calendar month following fourteen (14) days of Total Disability. Thereafter, the required contributions to the Plan on behalf of such disabled Worker, and any Enrolled Dependents of such Worker, shall be paid to the Plan by the Concordia Disability and Survivor Plan, subject to the provisions of Subsection 4.2 c) of that plan. If the disabled Worker is not a Member of the Concordia Disability and Survivor Plan, membership in the Plan shall terminate in accordance with Subsection 8.1 a) ii) unless the disabled Worker elects to continue membership, and make the required contributions, in accordance with Subsection 8.5. If the disabled Worker is not eligible

to receive disability benefits, as described in the last paragraph of Subsection 4.2 b) of the Concordia Disability and Survivor Plan, the Employer may continue to pay the Concordia Health Plan contributions for the disabled Worker until the Worker returns to work or the Employer may terminate the disabled Worker's employment, subject to any applicable federal regulations and laws.

This Subsection 10.4 shall not be applicable to any Enrolled Dependent.

10.5. Contributions direct from Members and others. Contributions to the Plan other than through an Employer shall be accepted by the Plan only when and in the manner the Board of Trustees may prescribe in the implementation of specific provisions of the Plan which contemplate the receipt of contributions other than through an Employer.

10.6. Effect of delinquent contributions. The following provisions shall apply in the event of a delinquency in the payment of contributions to the Plan:

- a) Delinquency by Employer. If an Employer shall fail to remit the contributions for any billing period, plus any interest due thereon, by the end of the sixth (6th) calendar month following the due date, such Employer may be deemed to have withdrawn from the Plan as described in Subsection 9.5 as of the first day of the billing period for which the contribution was due. Contributions will not be accepted for a current billing period if contributions for a prior billing period for the Plan, plus any interest due, have not been remitted in full.
- b) Delinquency by individual. If any Member who is remitting direct to the Plan the required contribution for coverage shall fail to remit to the Plan the contributions due for any billing period by the due date, such Member may be deemed to have withdrawn from the Plan as of the first day of the billing period for which the contribution was due.
- c) No benefits during delinquency. Claims for benefits may be denied by the Plan for or with respect to any Member or Enrolled Dependent related to events occurring or charges incurred during
 - i) any period for which a contribution for the coverage is due until payment of the contribution is received by the Plan, or
 - ii) any period after the Member or the Employer of a Member shall be deemed to have withdrawn from the Plan as a result of the retroactive operation of the provisions of this Subsection 10.6.

10.7. Special adjustment of rates and benefits. Concordia Plan Services may make appropriate adjustments in contributions or benefits, or both, in the event health care benefits of the kind provided under the Plan are in the future provided under the United States Social Security Law, as amended from time to time, if special taxes therefor are collected from Workers or Employers, or both, to provide such benefits.

10.8. Contributions irrevocable. All contributions to the Plan shall be irrevocable, subject to appropriate adjustments or refunds due to changes in coverage. Upon making any contributions to the Plan, all right, title, and interest of the Member or the Employer in such contribution shall cease, except the right to require the Board of Trustees to hold, use, and administer the fund in accordance with the provisions of the Plan.

10.9. Special rule for surviving Dependents of deceased Members. Effective December 31, 1999, and forward, contributions to the Plan for a deceased Member's enrolled surviving Dependents, whose contributions were previously waived in accordance with Plan provisions in effect prior to January 1, 1985, shall no longer be waived by this Plan. The required contribution amount for such Dependents shall be paid by the Concordia Disability and Survivor Plan.

SECTION XI

BOARD OF TRUSTEES

11.1. Appointment of Board. The Board of Trustees shall be composed of sixteen (16) persons consisting of: fifteen (15) voting members appointed by the Board of Directors of the Synod and the Chief Financial Officer of the Synod, *ex officio*, who shall be a nonvoting member. The voting members shall be:

- a) two (2) ministers of religion-ordained,
- b) one (1) minister of religion-commissioned, and
- c) twelve (12) laypersons, at least five (5) of whom shall be experienced in the design of employee benefit plans, at least five (5) of whom shall be experienced in the management of benefit plan investments, and at least one (1) of whom shall have significant financial/audit experience.

Each voting member of the Board of Trustees shall be appointed to serve a three (3) year term, such terms being staggered in order that no more than five (5) members of the Board of Trustees shall be subject to replacement by reason of expiration of term in any year, provided that each voting member shall serve until his or her successor is duly appointed and takes office. A voting member cannot serve beyond four (4) successive three-year terms, but such member may again become eligible for appointment to the Board of Trustees after an interval of three (3) or more years.

The Chief Financial Officer of the Synod shall serve as a nonvoting member of the Board of Trustees until his or her successor is duly appointed and takes office.

11.2. Officers. The members of the Board of Trustees shall elect a chairperson, who shall be a layperson, a secretary, and such other officers as it may from time to time deem advisable. The secretary may be, but need not be, a member of the Board of Trustees.

11.3. Official actions. The Board of Trustees shall act by a majority of its members at the time in office, and such action may be taken by a vote at a meeting or in writing without a meeting. Members of the Board of Trustees may participate in a meeting of the Board by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at such meeting. No member of the Board of Trustees shall vote or decide upon any matter relating solely to the rights or benefits for such member or such member's dependents under the Plan. The Board of Trustees may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more members of the Board of Trustees, and any such committee, to the extent and subject to such limitations as may be provided in the resolution of the Board of Trustees, shall have and may exercise all the powers and authority of the Board of Trustees.

11.4. Records. All acts and determinations of the Board of Trustees shall be recorded by the secretary thereof, and all such records, together with such other documents as may be necessary for the administration of the Plan, shall be preserved in the custody of the secretary and shall be subject to inspection by any person having a legitimate interest therein.

11.5. No compensation. Members of the Board of Trustees shall serve in such capacity without compensation.

11.6. General powers. The Board of Trustees shall have the power to administer the Plan and to administer and invest the trust fund and shall have all general and incidental powers and duties appropriate for the performance of such functions, including, but not limited to, the powers and duties mentioned elsewhere in this Plan or set forth in the following Subsections of this Section. The Board of Trustees shall not, however, have the power, duty, or authority to add to, or amend, any provisions of the Plan except as otherwise expressly authorized by a specific provision of this Plan or to the extent, and within the limitations, assigned to the Board of Trustees from time to time by the Board of Directors of the Synod. The Board of Trustees has delegated the power to administer the Plan (but not the Trust fund) to Concordia Plan Services, a nonprofit corporation established by the Synod for that purpose, subject to such limitations as the Board of Trustees may establish from time to time, and designates Concordia Plan Services as the Plan Administrator, including for the administration of plan sponsor reporting requirements under the Patient Protection and Affordable Care Act.

11.7. Reinsurance. The Board of Trustees or its designee shall collect and receive all contributions due and payable to the Trust fund in accordance with the provisions of the Plan, and shall have the power to pay or authorize benefit payments and charges from the Trust fund as provided in the Plan; provided, however, that the Board of Trustees shall, until otherwise approved by the Board of Directors of the Synod, insure with an insurance company or companies the liability of the Plan, for such of the benefits hereunder as, in the opinion of the Board of Trustees, can be advantageously insured, and the Board of Trustees or its designee shall have the authority to negotiate and enter into necessary insurance contracts and to pay required premiums and to do and perform all other acts as the Board of Trustees or its designee may deem necessary or appropriate in connection with the obtaining of such insurance.

11.8. Custodians. The Board of Trustees or its designee shall enter into one or more agreements appointing a corporation or corporations possessing trust powers as custodians of the Trust fund or designated portions thereof. If so desired, a custodian may be authorized to pay on order of the Board of Trustees any benefits or charges due and payable under the Plan. The Board of Trustees or its designee may from time to time revoke any such appointment and enter into an agreement appointing another corporation possessing trust powers as custodian.

11.9. Employment of consultants. The Board of Trustees or its designee shall have the power to employ or appoint such agents, attorneys, accountants, actuaries, medical advisors, agencies to manage health care services, agencies to process claims, investment advisors, administrators, and clerical and other assistants and incur such expenses as it deems necessary for the administration of the Plan and Trust fund. All expenses incurred shall be paid from funds of the Trust.

11.10. Rules and regulations. The Board of Trustees, and any administrative staff authorized by the Board to administer the Plan, shall have the power and authority to promulgate rules and regulations, not inconsistent with the Plan, for the better operation of the Plan, and by its rules and regulations to construe and interpret the provisions of the Plan to resolve any ambiguity or supply any omission or reconcile any inconsistencies; provided, however, that no such rules and regulations shall exceed any limitations assigned to the Board of Trustees by the Board of Directors of the Synod. All such rules and regulations shall be recorded in an administrative policy manual maintained by Concordia Plan Services and shall be applied in a uniform manner to all Employers or persons whose situations are similar.

11.11. Determination of individual rights. Except as specified below with adverse benefit determinations subject to external appeal process requirements, for benefits provided under a Non-Grandfathered Plan Coverage Option, the Appeals Review Committee shall determine all questions with respect to the individual rights of the Employers, Members, or a Member's Dependents under the Plan, including, but

not limited to, all issues with respect to any person's eligibility for membership and eligibility for benefit payments, or any person's status as a Dependent, or any other questions arising under the Plan.

- a) Appeals Review Committee Provisions. The Appeals Review Committee (“Committee”) shall have discretionary authority to interpret Plan provisions that may be unclear or ambiguous in any particular circumstance. In addition, whenever in its judgment it deems such action is needed to protect the Plan, the Synod, or any Employer from litigation, or to rectify a misleading communication, or otherwise prevent a result which is contrary to the intent and purpose of the Plan, the Committee may take whatever action it believes appropriate. The Committee may also waive any time period or deadline whenever it concludes that failure to act within a specified time period was excusable under the circumstances of the specific case. No action by the Committee in any particular instance shall establish a binding precedent for any subsequent matter. The determination by the Committee of any such questions shall be final and conclusive subject to the Synodical Dispute Resolution section of the Handbook of the Synod as in effect at the time of reference.

- b) External Claims Appeal Provisions for Non-Grandfathered Plan Coverage Options. Except for any adverse hospital or medical care benefit determination of Medicare Active Members, for any adverse benefit determination made with respect to a Member in a Non-Grandfathered Plan Coverage Option, such Member shall be provided a notice setting forth:
 - i) The specific reasons for the denial;
 - ii) The specific reference to the Plan provision (which may include a reference to a Schedule) or administrative policy supporting the denial; and
 - iii) The procedures available for further review of the claim.

If a Member in a Non-Grandfathered Plan Coverage Option is dissatisfied with a determination of the applicable claims administrator with respect to benefits under the Plan, has exhausted the claims administrator’s internal appeals process, and the determination involves medical judgment or a rescission of coverage, the Member may request, through the claims administrator, an external independent review with an organization contracted by the claims administrator to perform independent reviews and to provide a binding, final decision.

For any adverse hospital or medical care benefit determination made with respect to a Medicare Active Member, the appeal processes set forth in Medicare and any regulations promulgated thereunder must be followed. The hospital or medical care benefit determination under the Medicare appeal process shall also determine any benefit under the Plan.

11.12. Facility of payment. Every person receiving or claiming any amount payable under the Plan shall be conclusively presumed to be mentally competent and of full legal age until Concordia Plan Services receives written notice, in form and substance satisfactory to it, that any such person is incompetent or is a minor. If any person entitled to receive a payment under the Plan is a minor, is deceased, or is, in the sole judgment of Concordia Plan Services, otherwise physically, mentally, or legally incapable of personally receiving and giving a valid receipt for the amount payable, the Board of Trustees may, unless and until notified to its satisfaction that a guardian, executor, administrator, committee, or other legal

representative has been duly and legally appointed and is active for such person, pay any amount hereunder, or any portion thereof, in any one or more of the following ways:

- a) in the case of a minor payee, to a natural or adopted parent, foster parent, or any other person or entity having custody of the person or property of such minor or directly to such minor;
- b) in the case of an adult payee, to a Spouse, adult Child or Children, or any other person or entity having custody of the person or property of such payee;
- c) in the case of a deceased payee (whether a minor or an adult), to any person who may have paid or assumed responsibility for the payment of the costs of such decedent's last illness and funeral, or of such decedent's debts generally;
- d) in any case, regardless of any other discretion which the Board of Trustees might be authorized to exercise, to any person or entity believed by the Board of Trustees to have incurred any expense on account of the payee, assumed the responsibility for paying any of the payee's expenses, or agreed to provide for the payee's support and maintenance.

Every decision of the Board of Trustees pursuant to the authority herein granted shall be final and binding on all parties. Any payment made pursuant to this Subsection 11.12 shall constitute the full release of the Board of Trustees from any further accountability or responsibility with respect to such payment, and thereafter the Board of Trustees shall have no obligation whatsoever to see to the proper application or expenditure of the amount so paid.

11.13. Power to exclude certain Employers--Workers. The Board of Trustees or its designee may exclude from the Plan, other provisions contained herein to the contrary notwithstanding, an Employer or the Workers of any Employer who are foreign nationals or residents in a foreign country, if the inclusion of such Workers would affect the status of the Trust as an exempt trust under Code Section 501 from time to time, or if the Board of Trustees or its designee determines that the Plan would not operate in the best interests of such Workers, or if the inclusion of such Workers would present excessively complicated or difficult problems in the administration and operation of the Plan.

11.14. Cooperation from Employers--others. The Board of Trustees shall maintain or cause to be maintained suitable and adequate records of and for the administration of the Plan and Trust fund. The Board of Trustees or its designee may require the Employers, any individual Employer, or any Member, Retired Member, or Dependent or other beneficiary under the Plan to submit to it any information, data, report, or documents relevant and suitable for the purposes of such administration and may withhold any benefits payable to a Member until the requests of the Board of Trustees or its designee are complied with. The Employers agree that they will use their best efforts to secure compliance with any reasonable request of the Board of Trustees or its designee for any such information, data, report, or document.

11.15. Accounts and reports. The Board of Trustees or its designee shall maintain accounts showing the fiscal transactions of the Plan and Trust fund and shall keep in convenient form such data as may be necessary for actuarial valuations of the assets and liabilities of the Plan. The Board of Trustees shall cause to be prepared annually for submission to all participating Employers a report giving a summary of the assets and liabilities of the Plan, an account of the operation of the Plan for the past year, and any further information which may be deemed advisable by the Board of Trustees.

11.16. Power to borrow. The Board of Trustees or its designee shall have the power to borrow money for temporary or emergency purposes of the Plan from any source, upon such terms and conditions as

the Board of Trustees or its designee may deem desirable and proper, and for any money so borrowed to issue promissory note or notes and to cause the investment agent to execute a pledge of all or any part of the Trust fund as a security for the repayment thereof; provided, however, that the Board of Trustees shall not effect any such borrowing from any other funds which may be committed in trust to the Board of Trustees.

11.17. Power to create special rules for certain unique classifications of employees. The Board of Trustees or its designee may create special policies and/or procedures that regulate how the eligibility, enrollment, benefits, and other provisions of this Plan apply to employees in certain employment classifications, including, but not limited to, classifications of foreign missionaries and military chaplains. The intent of such policies and procedures is to provide some flexibility within the Plan provisions that recognizes that for employees in certain employment classifications, adjustments to eligibility rules or benefits may be needed. Any employment classification designated by the Board of Trustees for such a special policy or procedure must be established and administered on a reasonable, nondiscriminatory basis and otherwise be in accordance with the provisions of the Plan and its administrative rules. Each eligible Worker in a designated employment classification must be provided and offered coverage on the same terms and conditions as each other Worker in that employment classification. Such policies and procedures may be amended or terminated at any time by the Board of Trustees or its designee.

SECTION XII

THE TRUST FUND

12.1. Contributions in trust. Except as provided under Subsections 4.7 and 11.7, all contributions to the Plan shall be committed in trust to the Board of Trustees and held as a Trust fund under the Plan. No part of the corpus or income of the Trust fund shall be used for or diverted to purposes other than for the exclusive benefit of Members and Enrolled Dependents under the Plan; but this provision shall not prevent the payment of expenses from the Trust fund in accordance with the provisions of Subsection 11.9. No Member, Enrolled Dependent, or any other person shall have any right to or interest in any portion of any funds which an Employer or Member may contribute to the Trust fund for the purpose of paying benefits or any right to or interest in any part of the earnings of the Trust fund, or any right or interest in any part of the Trust assets, except and as to the extent expressly provided for in the Plan.

12.2. Investments. The Board of Trustees or its designee shall invest and reinvest the principal and income of the Trust fund and keep the same invested without distinction between principal and income, in such property, real or personal, as seems desirable to it and shall not be limited or restricted to investments for trustees as prescribed by any present or future statute or law of any state. Without limiting the generality of the foregoing power, and by way of illustration only, the Board of Trustees or its designee shall have power to invest and reinvest the Trust fund in real estate, leaseholds, real estate mortgages, bonds, debentures, common stocks, preferred stocks, investment trust certificates, equipment trust certificates, foreign securities, notes and other obligations, secured or unsecured, and other property, real or personal, whether within or without the State of Missouri or the state where any investment agent may be located, and to participate in a common, pooled, or collective investment fund, including any fund in which the assets of the Concordia Retirement Plan or Concordia Disability and Survivor Plan may be invested; provided, however, in no event shall any such commingling of investments permit the assets of the Trust fund to be used in violation of the provisions of Subsection 12.1. Up to twenty percent (20%) of the total assets of the Trust fund may be invested in Church Extension Funds of the Synod or any district thereof, provided the quality and yield of any such investment compares favorably in the opinion of the Board of Trustees (and any investment agent which may at that time be empowered to invest the portion of the fund affected) with other available investments; and further provided that no such investment shall be made if it would constitute a "prohibited transaction" as that term is defined in Code Section 503 from time to time. The Board of Trustees, in its discretion, may retain a reasonable portion of the Trust fund in cash for the payment of expenses and the benefits under this Trust and while awaiting investment. Any cash so retained may be deposited in any bank without liability for interest thereon.

12.3. Powers of the Board of Trustees. The Board of Trustees shall have the full power and authority to manage the investments of the Trust fund and otherwise deal with the same, and shall have full power to do any and all things incident thereto. Without limiting the foregoing power, the Board of Trustees is authorized and empowered:

- a) to sell, assign, lease, exchange, convey, transfer, or otherwise dispose of, and also to grant options with respect to, any property at any time held as part of the Trust fund, on such terms and conditions, for cash or on credit, or partly for cash and partly for credit, as to it may seem expedient;
- b) to compromise, compound, and settle any debt or obligation due to or from the Trust fund and to reduce the rate of interest on, to extend, or otherwise modify or enforce, any such obligation;

- c) to vote in person or by proxy (discretionary or otherwise), or to take any other action with respect to any securities at any time held by it hereunder; to enter into any voting trust and other similar arrangement in respect thereof; to deposit any and all thereof under any deposit, merger, consolidation, reorganization, or other similar agreement or with any committee, depository, or trustee; to accept and retain hereunder any new securities, cash and/or other property issuable in exchange for or in respect of securities so deposited; to exercise or sell all rights of subscription or other rights accruing on or in respect thereof; and generally to take any and all action in respect thereof which it might or could take as absolute owner thereof, and it shall have power to pay out of the Trust fund any and all fees, assessments, and expenses incurred in connection therewith;
- d) to hold any investment in registered form in the name of the Trust fund or in the name of one or more of its nominees; and to hold any securities in bearer form;
- e) to enforce any right, obligation or claim in its absolute discretion and, in general, to protect in any way the investments of the Trust fund, either before or after default, and where it shall consider such action for the best interests of the Trust fund, in its absolute discretion, to abstain from the enforcement of any right, obligation, or claim or to abandon any property which at any time may be a part of the Trust fund.

Whenever in its judgment it believes such action to be advisable and in the best interest of participants and others who may be entitled to benefits under the Plan, the Board of Trustees may appoint one or more investment agents (who or which must be either [i] registered as an investment adviser under the Investment Advisers Act of 1940, [ii] a bank as defined in such Act, or [iii] an insurance company qualified under the laws of Missouri to manage, acquire, or dispose of assets of an employee benefit plan) selected by it, to manage the assets held by the Board of Trustees hereunder or some specified portion thereof, granting such investment agent(s), if the Board of Trustees believes it proper, the power to acquire or dispose of such assets in the sole discretion of the investment agent(s) without consultation with or the approval of the Board of Trustees, and any such appointment shall be for a term certain or until revoked by the Board of Trustees, as the Board of Trustees shall specify at the time of such appointment.

12.4. Third persons' duties. No person dealing with the Board of Trustees or with an investment agent shall be required to make inquiry as to the authority of the Board of Trustees or of the investment agent to do any action which the Board of Trustees or an investment agent may purport to do hereunder, and any such person shall be entitled conclusively to assume that the Board of Trustees or the investment agent is properly authorized to do any act which they purport to do hereunder. Any person dealing with the Board of Trustees or the investment agent may conclusively assume that the Board of Trustees or the investment agent has full power and authority to receive and receipt for any money or property due and payable to the Board of Trustees or the investment agent, as the case may be, and no such person shall be bound to inquire or see to the disposition or application of any money or property paid to or delivered to the Board of Trustees or the investment agent, or paid or delivered in accordance with the written directions of the Board of Trustees.

12.5. Exculpation. Neither the Board of Trustees, Concordia Plan Services nor any investment agent shall be liable for the adequacy of the Trust fund to meet and discharge any and all payments and liabilities under the Plan, nor shall either be responsible for the performance, administration, and carrying out of the Plan by the Employers or any obligations or duties except as expressly stated in the Plan or in any subsequent amendments thereto. The Board of Trustees shall not be liable for the insolvency of or any other act of any insurance company with whom it may contract pursuant to the Plan. No statement or advice by or on behalf of the Board of Trustees concerning the status of the Plan or Trust, the consequences of participation hereunder, or any benefit hereunder under any tax or other law shall

impose any liability upon the Board or the Plan in the event of any determination contrary to such statement or advice. Neither the Board of Trustees nor any investment agent shall be liable for any mistake of judgment or other action taken in good faith, or for any loss, unless resulting from its own willful neglect or bad faith; and neither the Board of Trustees nor the investment agent shall be liable for any loss sustained by the Trust fund by reason of the purchase, retention, sale, or exchange of any investment in good faith and in accordance with the provisions hereof or of the agreement between the Board of Trustees and the investment agent. The Board of Trustees shall be responsible only for its own acts and omissions, and shall have no liability to any person or party whomsoever for the acts or omissions of others or of any investment agent appointed by it in good faith. The Synod will indemnify any person who is made party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, because of membership on the Board of Trustees against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, except as to any matter in which such person shall be finally adjudged in such action, suit or proceeding (i) to be liable for misconduct in the performance of duties of such member or (ii) to have breached any fiduciary duty for which personal liability is imposed and for which indemnification is contrary to public policy as set forth in any applicable statute or judicial decision. This right shall extend to any action, suit or proceeding which is settled or compromised prior to final judgment, and shall not be exclusive of any other rights to which such person may be entitled as a matter of law.

Indemnification (unless ordered by a court) shall be made only as authorized in a specific case upon a determination by the Synod that the indemnification is proper in the circumstances. Expenses incurred in defending an action, suit or proceeding may be paid in advance of final disposition if the person agrees to repay the amount in question if it is ultimately determined that the person is not entitled to be indemnified as authorized by this Subsection 12.5.

Indemnification under this Subsection 12.5 is not exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, or other action, and the right to be indemnified in appropriate circumstances shall continue for a person who has ceased to occupy a position for which indemnity is available and shall inure to the benefit of the heirs, executors and administrators of such person.

The Board of Trustees or its designee may authorize the purchase and maintenance of insurance against any liability which might be asserted against any person entitled to be indemnified, and if insurance is in effect, payment of indemnity may be made by the insurer without any specific authorization by the Synod.

Except as may be required by law, no bond or other security shall be required of any member of the Board of Trustees for the faithful performance of the duties of such office.

SECTION XIII

CHANGE OR TERMINATION OF THE PLAN

13.1. Amendments. The Plan is adopted with the intention that it will be continued indefinitely for the benefit of present and future Workers of the Synod and the other Employers; however, the right is reserved in the Board of Directors of the Synod (or its delegate) to amend, change, or modify this Plan retroactively or prospectively, in whole or in part, from time to time, including changes in the benefits herein provided; provided, however, that no such amendment, change, or modification shall cause or permit any part of the corpus or income of the Trust to be diverted to purposes other than for the exclusive benefit of Members and their Dependents, or cause or permit any portion of the assets of the Trust to revert to, or to become the property of, any Employer; provided, however, that any change, modification, or amendment may be made, without limitation, if required to qualify, or to maintain the qualified status of, the Plan and Trust under the relevant provisions of the Internal Revenue Code.

13.2. Termination. The right is reserved in the Synod in convention to terminate this Plan, or to authorize the Board of Directors of the Synod to terminate this Plan.

13.3. Disposition upon termination. Should the Plan be terminated by the Synod in convention or by the Board of Directors of the Synod following appropriate action by the Synod in convention, such termination will become effective upon receipt by the Board of Trustees of written notice of such termination executed by the President and the Secretary of the Synod or on the date specified in any such written notice.

The Board of Trustees shall thereafter dispose of the fund in accordance with instructions included in the written notice of termination.

SECTION XIV

MISCELLANEOUS

14.1. Headings. Section captions and subsection headings have been inserted for convenience of reference only, and such captions and headings shall not limit, control, or affect the interpretation of any provision of the Plan.

14.2. Cross references or index. In the publication of the Plan, an index, or bracketed cross-references may be inserted editorially for convenience of reference and the same shall not limit, control, or affect the interpretation of any provision of the Plan.

14.3. Publication of explanatory materials. From time to time the Board of Trustees or Concordia Plan Services may cause to be issued to Members, Employers, and others, commentaries or other materials in connection with an explanation of the provisions of the Plan and its operation. None of such materials shall have the effect of modifying, changing, amending, or altering the provisions of the Plan as adopted and from time to time amended, which shall conclusively control the rights of all parties in interest.

14.4. Controlling law. Except for Subsection 4.6 of the Plan, titled "Subrogation and reimbursement rights," which shall be governed by the law of the jurisdiction in which the event underlying and giving rise to the Plan's subrogation right occurred, without respect to that jurisdiction's principles concerning conflicts of laws, the Plan shall be governed by, and interpreted in accordance with, the laws of the State of Missouri, without respect to Missouri's principles concerning conflicts of laws.

If and to the extent necessary to determine the proper construction to be placed on any provision hereof, or to permit the Plan to enforce its rights to recover any improper payment or overpayment, each Member agrees to submit to the jurisdiction of the Missouri courts, including any Federal court which sits in Missouri, and agrees that service of process by United States Registered or Certified Mail, Return Receipt Requested, will constitute proper personal service.

14.5. Severability. Any provision hereof which is void or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof in such jurisdiction nor shall it invalidate or render unenforceable the same provision in any other jurisdiction.

14.6. No waiver. No failure to exercise, and no delay in exercising, any right hereunder shall be deemed to be a waiver of such right. No single or partial exercise of any right shall preclude any other or further exercise of such right or the exercise of any other right. No waiver of any right on any one occasion shall be deemed a waiver of any other right or of the same right on any other occasion.

14.7. Qualified Medical Child Support Order and National Medical Support Notice. This Plan shall comply with the terms of any Qualified Medical Child Support Orders (QMCSO) found by Concordia Plan Services to be "qualified" under ERISA Section 609, and National Medical Support Notices (NMSN) found by Concordia Plan Services to be "qualified" under the Child Support Performance and Incentives Act of 1998 (CSPIA) Section 401(f)(5)(C). To implement the foregoing, Concordia Plan Services has adopted guidelines for submitting acceptable Qualified Medical Child Support Orders and National Medical Support Notices.

14.8. Inalienability and Setoff rights granted Concordia Plans. No benefit hereunder shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, ledge, encumbrance or charge. Notwithstanding the foregoing, any overpayment or erroneous or improper payment of any benefit hereunder which is not refunded by the payee/recipient upon demand by Concordia Plan Services may

be recovered by setoff against any amount at any time thereafter payable to such payee/recipient or his or her heirs, successors, or permitted assigns, from this Plan or from the Concordia Retirement Plan, Concordia Disability and Survivor Plan, or Concordia Retirement Savings Plan. In aid of similar powers reserved by such other plans, any such overpayment or erroneous or improper payment by any of those plans may be recovered by setoff against any amount thereafter payable under this Plan to the payee/recipient of such payment, or his or her heirs, permitted assigns, or successors. A setoff claimed against an amount payable under this Plan shall be effected upon receipt of a written claim of setoff from a party authorized to act for the other plan, identifying the claimant plan and stating the party (or predecessor in interest) against whom such setoff should be charged, the basis therefor and the amount thereof. Such written claim shall constitute an assignment of the claim to this Plan. This Plan shall be fully protected and indemnified by the claimant plan from and against all liability for acting in accordance with such written notice. The amount setoff against a payment under this Plan shall be promptly paid to the claimant plan.

14.9. Member's responsibility. The Member is responsible for the accurate, thorough, and timely submission of information to the Plan.

SECTION XV

HIPAA PRIVACY AND SECURITY COMPLIANCE

15.1. Purpose. The provisions of this SECTION XV are intended to comply with the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder, as they may be amended from time to time (collectively, "HIPAA") and, in particular, the rules under HIPAA pertaining to (i) the privacy of Individually Identifiable Health Information set forth in 45 C.F.R. Subtitle A, Part 164, Subpart E and (ii) the Security of Electronic Protected Health Information set forth in 45 C.F.R., Subtitle A, Part 164, Subpart C (the "Security Rule"), each as they may be amended from time to time (the "Privacy Rule"). This SECTION XV shall be effective as of April 14, 2003 (except for Subsection 15.8 which shall be effective no later than April 20, 2005).

15.2. Inconsistent provisions. This SECTION XV shall supersede any provisions of the Plan to the extent those provisions are inconsistent with this Section.

15.3. Definitions. Each capitalized term used in this SECTION XV that is not otherwise defined in the Plan shall have the meaning ascribed to it under HIPAA.

15.4. Required uses and disclosures of Protected Health Information. Except as otherwise set forth herein, the Plan or any Health Insurance Issuer may disclose Protected Health Information of the Plan to the Plan Sponsor for the following uses and disclosures:

- a) for disclosure to the Secretary of Health and Human Services, when required by the Secretary for its investigation or determination of the compliance of the Plan with the Privacy Rule;
- b) for disclosure to a Member or Dependent of that person's Protected Health Information upon that person's written request or in appropriate response to an exercise by the Member or Dependent of any other of his or her individual rights with respect to Protected Health Information, all in accordance with the requirements of the Privacy Rule; or
- c) for use or disclosure to other persons, as required by applicable law other than HIPAA, provided that nothing in this Subsection 15.4 c) shall permit or require the use or disclosure of Protected Health Information by or to the Plan Sponsor to the extent such disclosure is prohibited by HIPAA.

15.5. Permitted uses and disclosures of Protected Health Information. Except as otherwise set forth herein, the Protected Health Information created or received by the Plan or any Health Insurance Issuer providing benefits under the Plan shall be permitted to be disclosed to the Plan Sponsor upon receipt from the Plan Sponsor of a certification that it shall comply with the restrictions as to the use of Protected Health Information and the other provisions set forth in this Section for purposes of the Plan's administration functions that the Plan Sponsor performs on behalf of the Plan, or as otherwise required by HIPAA, including without limitation:

- a) for Treatment, Payment or Health Care Operations;
- b) for other wellness, prevention, and disease management programs;
- c) for benefits appeals and complaints;

- d) for purposes relating to subpoenas and other court orders; and
- e) pursuant to and in accordance with a valid authorization under the Privacy Rule.

Nothing in this Subsection 15.5 shall permit or require the disclosure of Protected Health Information to the Plan Sponsor to the extent such disclosure is prohibited by HIPAA.

15.6. Requirements of Plan Sponsor. The Plan Sponsor shall:

- a) not use or disclose Protected Health Information received from the Plan or any Health Insurance Issuer providing benefits under the Plan other than as permitted by the Plan, for Plan administration, or as otherwise required by law;
- b) ensure that any agent (including a subcontractor) to whom the Plan Sponsor provides Protected Health Information received from the Plan or any Health Insurance Issuer providing benefits under the Plan, agrees to the same restrictions and conditions with respect to Protected Health Information as apply to the Plan Sponsor under this SECTION XV.
- c) not use or disclose Protected Health Information received from the Plan or any Health Insurance Issuer providing benefits under the Plan, for employment-related actions or decisions or in connection with any employee benefit plan or benefit provided by the Plan Sponsor other than the Plan or a health benefit provided under the Plan;
- d) report to the Plan or Health Insurance Issuer providing benefits under the Plan, as applicable, any use or disclosure of Protected Health Information received from the Plan or Health Insurance Issuer providing benefits under the Plan, that is inconsistent with the uses or disclosures required or permitted under this SECTION XV and of which the Plan Sponsor becomes aware;
- e) make the Protected Health Information of a Member or Dependent available to that individual, upon the individual's written request, in accordance with the requirements of the Privacy Rule;
- f) incorporate amendments of Protected Health Information of a Member or Dependent as and to the extent required by the Privacy Rule;
- g) make available to a Member or Dependent upon that person's written request, the information necessary to provide an accounting of the disclosures of Protected Health Information as and to the extent required by the Privacy Rule;
- h) make the Plan Sponsor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from the Plan or any Health Insurance Issuer providing benefits under the Plan, available to the Secretary of Health and Human Services for determinations as to the compliance of the Plan with HIPAA;
- i) if feasible, return or destroy all Protected Health Information received from the Plan or any Health Insurance Issuer providing benefits under the Plan, that the Plan Sponsor maintains and retain no copies thereof; or, if such return or destruction is not feasible, limit further uses and disclosures of Protected Health Information to the purposes that make the destruction or return infeasible; and

- j) ensure that the requirements set forth in Section 15.7 a) and 15.7 b) are satisfied with respect to Protected Health Information.

15.7. Access to Protected Health Information.

- a) Access. Access to and use of Protected Health Information shall be limited to employees or agents of the Plan Sponsor who perform the functions relating to the Plan administration on behalf of or in connection with the Plan, as described in Subsections 15.4 and 15.5 in order to perform such activities.
- b) Minimum necessary. Except as to a use or disclosure of information related to the treatment of an individual, when using or disclosing Protected Health Information or when requesting Protected Health Information from another entity, the Plan or any individual acting on behalf of the Plan, including the Plan Sponsor, must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Adherence to policies established by the Plan with respect to the use, disclosure, or request of Protected Health Information shall be deemed to constitute such an effort. Employee(s) responsible for such plan administration activities includes staff employed by the Board of Trustees to administer the Plan.

15.8. Safeguard of Electronic Protected Health Information. Except as otherwise provided for in Section 164.314(b)(1) of the Security Rule, the Plan Sponsor shall reasonably and appropriately safeguard all Electronic Protected Health Information created, received, maintained, or transmitted to the Plan Sponsor on behalf of the Plan. To accomplish the foregoing, the Plan Sponsor shall:

- a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Plan;
- b) ensure that the adequate separation required by Section 164.504(f)(2)(iii) of the Privacy Rule is supported by reasonable and appropriate security measures;
- c) ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and
- d) report to the Plan any security incident of which it becomes aware.

15.9. Non-compliance. If the Plan becomes aware of any issues relating to non-compliance with the requirements of this SECTION XV, the Plan's privacy or security official shall undertake an investigation to determine the extent, if any, of such non-compliance; the individuals, policies, or practices responsible for the non-compliance; and appropriate means for curing or mitigating the effects of non-compliance and preventing such non-compliance in the future. Any individual or entity who is determined by the Plan to be responsible for such non-compliance shall be subject to disciplinary action, as determined by the Plan and Plan Sponsor, in their sole discretion, including, but not limited to, one or more of the following: termination of the Plan-related responsibilities; required additional training and education with respect to the use or disclosure of or request for Protected Health Information; limitations on or revocation of access to Protected Health Information or Electronic Protected Health Information; reprimand, diminution of

duties, suspension, disqualification for bonus or other pay or promotion, demotion in pay or status; removal from position; or discharge.

15.10. Authorized representative. The Plan shall recognize an individual who is the authorized representative of a Member or Dependent as if that representative were the Member or Dependent himself or herself, provided that such Member or Dependent has designated the authorized representative in accordance with the procedures established by the Plan.

15.11. Action by the Plan Sponsor. The Plan Sponsor may act as prescribed in this SECTION XV or may delegate, in writing and in its sole discretion, any and all of its functions under this SECTION XV to a committee, to the Plan's privacy official, privacy contact person responsible for receiving complaints, or other officer or employee, or to a group of officers or employees of the Plan Sponsor. The Plan Sponsor or such delegate shall have the authority to establish rules and prescribe forms and procedures for performing its function hereunder. Unless and until changed by further action of the Board of Directors of The Lutheran Church–Missouri Synod, as Plan Sponsor, all such functions, and the authority to establish rules and prescribe forms and procedures, are hereby delegated to the Board of Trustees.

SECTION XVI

PLAN RESTATED AS OF JANUARY 1, 2019

16.1. Restated Plan. The Plan as herein contained is the Concordia Health Plan, as amended in part and restated in its entirety, effective as of January 1, 2019. This Plan was approved by resolutions adopted by the Board of Directors of the Synod or its designee by appropriate action duly taken.

16.2. Effect of restatement. The provisions of the Plan as amended and restated effective as of January 1, 2019, shall control with respect to charges incurred on or after January 1, 2019, and shall not affect in any manner benefits payable with respect to charges incurred prior to January 1, 2019, which shall be determined under the Plan in effect from time to time prior to January 1, 2019.

Notwithstanding the foregoing, in no event shall any changes in this restatement effective as of January 1, 2019 be applied or interpreted in a manner which would cause a Plan Coverage Option which is Grandfathered Health Plan Coverage to become a Non-Grandfathered Plan Coverage Option. No such changes are intended in any way to alter Grandfathered Health Plan Coverage to lose such designation. As described in Subsection 4.2, the benefits covered under Grandfathered Health Plan Coverage shall be determined by the terms of the Plan in place as of March 23, 2010

Grandfathered Status

Concordia Plan Services believes the Concordia Health Plan (CHP) is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that the CHP may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement to provide an internal and external appeal review process. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to Concordia Plan Services at 888-927-7526. You may also contact the U.S. Department of Health and Human Services at healthreform.gov.



The Lutheran Church—Missouri Synod
1333 S. Kirkwood Rd.
P.O. Box 229007
St. Louis, MO 63122-7295
888-927-7526
ConcordiaPlans.org
info@ConcordiaPlans.org