



ESTABLISHED 1948

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SAMBA

Disability Income

Protection Program

Summary Plan

Description

January 1, 2004
Plan 501
EIN 52-1074154

Introduction and Plan Highlights

SAMBA is a not-for-profit association that offers its members reliable benefit programs. The SAMBA Disability Income Protection Program (the Program) provides you with a monthly income benefit if you become Disabled in accordance with the Program's definition and meet all other Program provisions. The benefits and provisions of the Program are described in this Summary Plan Description (SPD).

The purpose of the Disability Income Protection (DIP) Program is to provide:

- **Income Protection Benefit** – After you have been Disabled for 60 days, you can qualify for monthly benefit payments. Your Monthly Benefit Amount is 65% of one-twelfth of your Covered Salary Amount. It may be reduced as described under the Benefit Offsets provision, but will not be reduced to less than \$200 per month.
- **Survivor Benefit** – In the event of your death while you are collecting monthly benefit payments, your spouse or named beneficiary may receive a Survivor Benefit of 50% of your Monthly Benefit Amount for up to 10 years.
- **Residual Benefit** – If you receive monthly income benefits for at least 30 days, you may qualify to receive 35% of your monthly benefit while returning to Full-time employment on a reduced work schedule as part of a Residual Disability Plan approved by Us.
- **Hospital Confinement Benefit** – The Program provides a daily Hospital Confinement Benefit if you or your covered dependent is Hospital Confined. For each day you or your spouse are Confined in a Hospital, the Program pays 70% of your Daily Earnings; 35% is payable each day if your Dependent child is Hospital Confined.

You will notice that some of the terms used in this SPD begin with capital letters. These terms have special meanings under the Program. Refer to the "Definitions and Terms You Should Know" section (see page 12) for detailed explanations.

- **We, Us, and Our** means the Special Agents Mutual Benefit Association (SAMBA) or our authorized representative. This is true whenever the word "we" or "us" is used in this SPD, even when those words are not capitalized.
- **You, Your, Employee, Member, or Participant** means an employee of a Participating Federal Agency who has enrolled in this Program. This is true whenever the word "you" or "your" is used in this SPD, even when those words are not capitalized.

SAMBA reserves the right to terminate or modify the Program at any time.

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STATEMENT OF COVERAGE PAGE

Your Statement of Coverage Page is provided with this Summary Plan Description (SPD). You will be sent a replacement Statement of Coverage Page if your coverage changes. This SPD and all Statement of Coverage Pages provide important plan information that you should keep for your records.

SECTION 1 - Disability Income Protection Program

Enrollment and Eligibility Applications for coverage are available at your place of employment, SAMBA's website located at www.SambaPlans.com, or may be requested from the SAMBA office by calling (800) 638-6589.

You are eligible to apply for coverage if you are a Full-time permanent employee of a Participating Federal Agency (see below) and covered by either the Federal Employees' Retirement System (FERS) or the Civil Service Retirement System (CSRS). Other federal employees, such as part-time, temporary, or term employees, are not eligible to apply for coverage under the Program.

Once You are approved for coverage your dependents are automatically eligible for Hospital Confinement (not Disability) benefits under the Program. Your Dependents are any of the following: 1) your lawful spouse; and/or 2) your unmarried dependent child(ren) (which includes a stepchild, legally adopted child, child placed in the home for adoption, grandchild in your legal custody, or a foster child) who is under 22 years of age and not in the military, naval, or air force of any country or international organization. *Note: We do ask that you include your eligible dependents on your application at time of enrollment and keep us informed of any change in your dependent's status.*

A spouse or child covered under the Program as an employee cannot also be covered as a Dependent. A child can be covered as the Dependent of only one parent.

Participating Federal Agencies: Federal Bureau of Investigation (FBI), the Drug Enforcement Administration (DEA), the Bureau of Alcohol, Tobacco, and Firearms (BATF), the Naval Investigative Service (NIS), the United States Marshals Service (USMS), the Criminal Investigation Division of the Internal Revenue Service (IRS), Civilian Employees of the Office of Special Investigations of the Department of the Air Force (OSI), the Executive Office of the United States Attorneys (EOUSA), the Offices, Boards and Divisions of the Department of Justice (OBD), Financial Crimes Enforcement Network (FinCEN), all presidentially-appointed offices of the Inspectors General (IGs), the Odometer Fraud Unit of the National Highway Traffic Safety Administration (NHTSA), and all divisions and agencies of the Department of Homeland Security (DHS). *SAMBA reserves the right to add or delete Employers/Agencies from time to time.*

Effective Date of Coverage Your effective date is shown on your Statement of Coverage Page. Your coverage will start on the date determined by Us, subject to approval of an Eligible Person's individual application, satisfactory Evidence of Insurability, and payment of first premium. An Eligible Person is one who meets the definition of Actively at Work, except he/she may not be on any type of excused absence or paid leave of any kind when his/her coverage would have otherwise taken effect. If You are not Actively at Work for any reason on the day coverage would otherwise become effective, your coverage will begin the first day of the bi-weekly pay period following the date you return to Actively at Work status.

Coverage for your Dependents starts on the same date your coverage starts. If you add a new Dependent after the date your coverage starts, the new Dependent's coverage starts on the date he/she meets the definition of a Dependent. However, if on the date a Dependent's coverage would otherwise start, the Dependent is:

- (a) confined at home or in a Hospital or medical institution;
- (b) receiving any medical care or services;
- (c) on excused absence or paid leave of any kind; or
- (d) not regularly performing the normal activities of a person of like age on the day coverage would otherwise begin;

then coverage for the Dependent will start the day following the day he/she:

- (a) is no longer Confined at home or in a Hospital or medical institution;
- (b) is no longer receiving any medical care or services;

- (c) returns to active work at his/her regular place of work, if any; and
- (d) begins regularly performing the normal activities of a person of like age. For example, a healthy newborn child will be covered after the child is released to go home from the hospital.

Cost of Coverage and Premium Payment

As of January 1, 2004, the current bi-weekly premium rate per \$1000 of Covered Salary Amount is \$.3038, or \$1.9747 quarterly. Your first premium is due at the end of the bi-weekly pay period in which your coverage became effective.

Premiums must be paid through either payroll allotment or direct bill. Premium rates may be changed by SAMBA on any premium due date, but not more than once in any six month period. We will provide written notice at least 31 days before the date of any premium change. The premium rate also may be changed at any time the terms of the Program are changed.

Premium Waiver

If you are Disabled, your bi-weekly premium payments to the Program will be waived following the Elimination Period for as long as Income Protection Benefits continue to be paid.

Salary Changes

After your initial enrollment in the Program it is your responsibility to notify SAMBA in writing of any change in your Eligible Salary Amount.

Salary Increase: In the event your salary changes and is **increased** above your Covered Salary Amount, you may apply for an increase in your coverage, not to exceed your new Eligible Salary Amount. Evidence of Insurability will not be required for such increase, and such increase will not be subject to a new Pre-Existing Condition Limitation if: 1) You apply for the increase within 12 months of the effective date of the increase in Eligible Salary Amount; and 2) Your Covered Salary Amount was equal to your Eligible Salary Amount immediately prior to the increase.

If 1 and 2 above are not both met, you will be required to provide satisfactory Evidence of Insurability for any increase in coverage. A new Pre-Existing Condition Limitation will apply to the increased amount of benefits from the effective date of the change, but will not apply to coverage already in force. *Note: Even if your request for an increase Covered Salary Amount is not approved by Us, you may still continue coverage at your current Covered Salary Amount subject to all other provisions of this Program.*

The effective date for any increase will be the date specified by Us. If a change request increases the amount of coverage or adds new benefits, and you are:

- (a) not Actively at Work; or
- (b) on excused absence or paid leave of any kind, then coverage for such change will begin the first day of the pay period following the day you are 1) Actively at Work; and 2) no longer on excused absence or paid leave and return to Active Work at your regular place of work.

In no event will coverage become effective, nor will any increase in coverage become effective, for any person while you are on excused absence or leave (with or without pay) of any kind.

Salary Decrease: In the event your salary is **reduced** below your Covered Salary Amount, your Covered Salary Amount will be adjusted to a lower amount which does not exceed your reduced Eligible Salary Amount. While you remain Actively at Work on a Full-time basis, coverage will remain in force and premiums will be adjusted accordingly. Premium adjustments/refunds will not be made for periods greater than 6 months. You therefore, should promptly inform us of any such salary reductions.

Termination of Coverage

Your coverage under this Program will terminate on the earliest of any of the following:

- The date the Program terminates;
- The date you cease to make the required premiums;
- The date you enter active military service of any country. For purposes of this coverage, active military service for training purposes of one month or less is not full-time service;
- The date you are no longer employed by an eligible Employer. However, if you continue to be Actively at Work with another agency or branch of the Federal Government, coverage may continue during such Active Work provided that within 60 days of termination of employment by the eligible Employer, you make arrangements for continued payment of premiums either by direct bill to the Program or by a new allotment form;
- The date on which you are no longer Actively at Work. However, coverage may be continued for a period not to exceed 90 days during an Employer-approved period of leave, with or without pay. *Note: If you are terminated due to a period of leave (with or without pay) in excess of 90 days, and you return to Active Employment within 6 months of the date your leave began, you will not be required to submit new Evidence of Insurability provided that you apply for coverage within 30 days of your return to Active Employment; or*
- The next premium due date following the date you request cancellation of coverage. You must make this request to Us in writing. No portion of premiums already paid before the cancellation date that We approve will be refunded.

A Dependent's coverage under this Program will terminate on the earliest of any of the following:

- The date your coverage terminates;
- The date the Dependent enters active military service of any country. For purposes of this coverage, active military service for training purposes of one month or less is not full-time service;
- The first day of the month following the date Dependents as a class are no longer eligible for Program coverage;
- The date the Dependent no longer meets the definition of Dependent; or
- If the premiums are being waived, 12 months following the date premiums were first waived.

SECTION 2 - Program Benefits

Income Protection Benefit The Income Protection Benefit provides a Monthly Benefit Amount which begins after the Elimination Period provided you are disabled in accordance with the Program provisions. The Monthly Benefit Amount will be equal to 65% of one-twelfth of your Covered Salary Amount, minus any Benefit Offsets.

Qualifying for the Income Protection Benefit Your coverage must be in force under the Program on the date Disability began and:

- You must be Disabled ([see page 13 for definition of Disabled](#)) as defined by the Program for the entire Elimination Period and submit satisfactory proof to Us.
- You must, within one year of the date your Disability began, complete and submit an application for Income Protection Benefits, including all required documentation at your own expense. [See "How to File a Claim" on page 10.](#)
- You must provide proof of continuing Disability at your own expense within 30 days of any request by Us.
- You must identify and apply for all other income benefits for which you may qualify as identified under [Benefit Offsets \(see page 5\)](#).
- You must remain under the Regular Care of a licensed Physician.
- You must comply with our right to require that you be examined by a Physician of our choice, at our expense, as often as necessary while a claim is pending.

We have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Program. All determinations and interpretations made by Us are conclusive and binding on all parties.

Elimination Period The Elimination Period is 60 continuous days of Disability which must be satisfied before you begin to receive benefits under this Program. The Income Protection Benefit will begin on the first day after the satisfaction of the Elimination Period. A new Elimination Period will be applied to each period of Disability.

Monthly Benefit Amount Calculation To determine Your Monthly Benefit Amount under the Income Protection Benefit, calculate the dollar amount of: 65% of one-twelfth of your Covered Salary Amount minus the amount of all [Benefit Offsets \(see page 5\)](#) available to you.

The following shows how the monthly benefit is calculated for a disabled employee who has a Covered Salary Amount of \$43,000. **Example #1** depicts an individual with no Benefit Offsets under the Program. **Example #2** illustrates an employee who qualifies for a monthly benefit award of \$2,007 from FERS/CSRS and/or Social Security (which would be considered a Benefit Offset under the Program).

Example #1		Example #2
Your Covered Salary Amount Is: \$43,000.00		Your Covered Salary Amount Is: \$43,000.00
<i>multiply by 65% =</i> \$27,950.00		<i>multiply by 65% =</i> \$27,950.00
<i>divide by 12 =</i> \$ 2,329.17		<i>divide by 12 =</i> \$ 2,329.17
<i>minus Benefit Offsets of:</i> \$ 0.00		<i>minus Benefit Offsets of:</i> \$ 2,007.00
Your Monthly Benefit Amount* is equal to: \$ 2,329.17		Your Monthly Benefit Amount* is equal to: \$ 329.17

* Your Monthly Benefit Amount will not be adjusted below \$200

If the Benefit Offsets you receive result in an Overpayment under the Program (for example, retroactive retirement payments under CSRS, or a retroactive Social Security disability award) you are obligated to refund any Overpayment to Us as described in the [Right to Recovery \(see page 11\)](#) provision under the Program.

Benefit Offsets Benefit Offsets used to determine your Monthly Benefit Amount include all of the following:

1. Any amount that you receive or are eligible to receive because of your Disability:
 - (a) under any Workers' Compensation Law, Occupational Disease Law, or similar law, including amounts for vocational therapy or for disability whether permanent or temporary;
 - (b) under any State disability or income benefit law or similar law, or any employment benefit law or similar law;
 - (c) through the Department of Veterans Affairs;
 - (d) under any group disability insurance coverage which pays for the same Disability as the Program.
2. Any amount you receive or are eligible to receive under the Federal Employees Retirement System (FERS), the Civil Service Retirement System (CSRS), Social Security Act, or any similar pension or retirement plan, excluding amounts received from a Thrift Savings Plan (TSP), an Individual Retirement Account (IRA), or a Tax-Sheltered Annuity (TSA). *Note: If you receive FERS benefits, FERS provides for a recalculation of benefits after the first 12 months of benefits. When this occurs, We will recalculate your Monthly Benefit Amount to reflect the new FERS benefit. You must provide Us with copies of the correspondence or confirmation from the Office of Personnel Management (OPM) regarding the FERS recalculation in order to receive continuing payment of Income Protection Benefits under the Program.*
3. Any amount you receive by compromise, settlement, or other method resulting from a claim for any of the above, whether disputed or undisputed.
4. Any amount you receive:
 - (a) as a result of administrative leave, excused absence, or any other official release from duties without loss of pay (including a leave bank, or leave share program) and without charge to your annual or sick leave;
 - (b) for sick, salary continuance, or severance pay received from your Employer, after you have been receiving Income Protection Benefits for a period of 12 months for a Disability;
 - (c) under any state "no fault" auto laws providing for payments without determining fault in connection with automobile accidents, excluding any supplemental disability benefits purchased by you under a "no fault" auto law.

The amount used for determining the Benefit Offsets will be the gross amount for which you qualify before any taxes, deductions, or other payment reductions. The Monthly Benefit Amount will not be reduced by subsequent cost-of-living increases under any of the benefits payable as described in this Benefit Offsets section.

We will determine the amount of any Benefit Offsets paid in a single sum through compromise settlement or as an advance on future liability as follows: 1) the amount paid will be divided by the number of months for which the settlement or advance was provided; or 2) if the number of months for which the settlement or advance is made is unknown, we will divide the amount of the settlement or advance by the expected remaining number of months of Disability, but in no event to exceed sixty months or the Maximum Benefit Period, whichever comes first.

**Estimated
Benefit
Offsets**

We reserve the right to estimate your Benefit Offsets under the Program until you receive written confirmation of your actual entitlement under the Federal Employees Retirement System (FERS), Civil Service Retirement System (CSRS), or Social Security Act.

After you have been receiving the Income Protection Benefits for a continuous period of 24 months, We reserve the right to reduce your Monthly Benefit Amount by estimating any benefits for which you may be eligible under the FERS, CSRS, or Social Security if you have not: 1) applied for Social Security disability benefits within 6 months of the original date of Disability; 2) signed an agreement which confirms you will repay all overpayments; 3) signed the form authorizing the Social Security Administration to release information on your Social Security awards directly to Us; or 4) signed a form authorizing release of information on your FERS and CSRS benefits directly to Us.

**Duration of the
Income Protection
Benefit**

Income Protection Benefits will continue to be payable until the earliest of the following:

- The date you are no longer Disabled as defined by the Program.
 - The date you fail to provide satisfactory proof of continuing Disability.
 - The date the Maximum Benefit Period has been reached. The Maximum Benefit Period is the longest period of time payments will be made to you for any one period of Disability. The Maximum Benefit Period will begin to accrue when the Elimination Period ends and will end on your 62nd birthday, unless you are 61 years of age when benefits begin, in which case the Maximum Benefit Period will not be less than 12 months. Monthly Benefit Amounts are not payable after the end of the Maximum Benefit Period, even if you are still Disabled.
 - The date you fail to cooperate or to participate in a program of Residual Disability Plan approved by Us.
 - The date you die.
 - The date you refuse any Physician's examination that We require.
 - The date you are able to work in your Regular Occupation, with or without accommodation, on a full or part-time basis and you choose not to.
-

Residual Benefit

The Residual Benefit provides a benefit equal to 35% of the Monthly Benefit Amount that you were entitled to receive immediately prior to your return to work when:

- You have been receiving the Income Protection Benefit for at least 30 days;
- You are released by your Physician to return to work and are instructed by your Physician to return under a reduced work schedule; and
- We approve your Residual Disability Plan (in writing) which must begin immediately following a period of Disability for which benefits are being paid.

The Residual Benefit will continue to be payable until the earliest of the following:

- You fail to provide satisfactory proof of continuing Residual Disability;
- You have been receiving benefits for a period of 90 days or for the maximum period stated in the Residual Disability Plan, whichever is less;
- You fail to cooperate with or to participate in the Residual Disability Plan approved by Us in writing;
- You return to Full-time work; or
- You die.

Recurrent Disability The Residual Benefit will not be payable for any period for which any other benefits under the Program are payable.

Under the Program, any Disability commencing after you have received benefits for a prior Disability will be considered a continuation of the prior Disability unless:

- The periods of Disability are separated by at least 6 consecutive months during which you returned to Full-time Active Work; or
- The periods of Disability are due to unrelated causes and are separated by an interval during which you returned to Full-time Active Work.

The new period of Disability is subject to a new Elimination Period and a new Maximum Benefit Period.

Survivor Benefit A Survivor Benefit is available if you die while receiving Income Protection Benefits (not Residual Benefits) under the Program, and your death was caused by or related to the Disability diagnosis for which you were receiving Income Protection Benefits.

The Survivor Benefit is equal to 50% of the Monthly Benefit Amount that you were entitled to receive at the time of death payable monthly to your legal spouse, or if you are unmarried, to your Named Beneficiary for the Survival Benefit Period. The Survivor Benefit Period will end the earlier of 10 years following your death, or the date that would have been your 65th birthday.

If the person receiving the Survivor Benefit dies during the Survivor Benefit Period, the present value of the payments that would have become due during the remainder of the Benefit Period will be paid in one lump sum to that person's estate. For purposes of this Survivor Benefit, Named Beneficiary means the person or entity named in Our records to receive the Survivor Benefit at your death if there is no surviving legal spouse.

If you die while receiving Income Protection Benefits under the Program, and you do not have either a legal spouse or a Named Beneficiary, We will pay your estate the present value of the payments that would have become due during the Survivor Benefit Period.

Hospital Confinement Benefit The Hospital Confinement Benefit provides a daily benefit if you or your Dependent is Hospital Confined. We will pay the daily Hospital Confinement Benefit shown below if You or Your Dependent is Hospital Confined in accordance with the Program provisions, and such Confinement:

- Is Medically Necessary for the treatment of a covered Injury, Sickness, or Mental or Nervous Disorder;
- Is under the Regular Care of a Physician; and
- Begins while Coverage under this Program is in force

The daily Hospital Confinement Benefit is:

For you70% of Your Daily Earnings
For your spouse70% of Your Daily Earnings
For your Dependent children35% of Your Daily Earnings

Benefits will begin on the first day of Hospital Confinement and will continue up to a maximum of 60 days for any one covered Injury, Sickness, or Mental or Nervous Disorder. The number of days for which the Hospital Confinement Benefit is payable is equal to the number of days for which a full day's room and board is charged by a Hospital, subject to the maximum number of days allowed.

Successive periods of Hospital Confinements due to the same or related causes will be considered one Injury, Sickness, or Mental or Nervous Disorder, unless separated by at least 6 consecutive months of no Hospital Confinements.

The following shows how the daily benefit is calculated for an employee who has a Covered Salary Amount of \$43,000. **Example #1** depicts the benefit payable if You are Hospital Confined for 3 days. **Example #2** illustrates the benefit payable if your Dependent child is Hospital Confined for 3 days.

Example #1		Example #2	
Your Covered Salary Amount Is:	\$43,000.00	Your Covered Salary Amount Is:	\$43,000.00
<i>divide by 360 =</i>	$\div 360$	<i>divide by 360 =</i>	$\div 360$
Equals Daily Earnings of:	\$ 119.45	Equals Daily Earnings of:	\$ 119.45
<i>You are Hospital Confined for 3 days (multiply by 3) =</i>	$\times 3$ \$ 358.35	<i>Your child is Hospital Confined for 3 days (multiply by 3) =</i>	$\times 3$ \$ 358.35
<i>multiply by 70% =</i>	$\times 70\%$	<i>multiply by 35% =</i>	$\times 35\%$
Benefit Payable is equal to:	\$ 250.85	Benefit Payable is equal to:	\$ 125.42

Limitations The following limitations listed in this section apply to all benefits under this Program:

Pre-Existing Conditions: Either you may be Disabled or you (or your Dependent) may be Hospital Confined due to a Pre-Existing Condition. No benefits will be payable under this Program in connection with the Pre-Existing Condition unless Disability or Hospital Confinement commences after the Covered Person has been covered under the Program for 24 months.

Mental or Nervous Disorders Benefit Limitation: The Maximum Benefit Period is limited to 24 months for a single period of Disability, and no more than 48 cumulative months may be paid during your lifetime, for all periods of Disability contributed to or caused by, directly or indirectly, a Mental or Nervous Disorder.

Foreign Medical Treatment Limitation: You or a covered Dependent do not qualify for any benefits under the Program during a Period of Disability or Hospital Confinement in which the Covered Person is hospitalized or receiving medical treatment outside of the United States, its territories, or Canada, unless We agree in writing to provide coverage under the Program.

Occupational Conditions Limitations: The Maximum Benefit Period will be limited to 12 months during a single period of Occupational Disability.

Specific Conditions Limitations: Monthly Benefits will be limited to 24 months during your lifetime, if you are Disabled due to any of the following:

- Carpal Tunnel Syndrome, which is a disorder that results from injury to the median nerve as it passes from the forearm into the hand through a narrow passageway in the wrist called the carpal tunnel. As the nerve passes through the tunnel, it is susceptible to repetitive stress injury or overuse injury;
- Prolonged or chronic fatigue, such as Chronic Fatigue Syndrome, chronic Epstein-Barr virus, myalgic encephalomyelitis, Fibromyalgia Syndrome, or similar diseases or syndromes;
- Chemical Sensitivity or environmental disorders;

- Neuromusculoskeletal or soft tissue disorders, including but not limited to any disease or disorder of the spine or extremities and their surrounding soft tissue, including sprains or strains, joints, and adjacent muscles, unless the Disability has objective evidence of: a) seropositive arthritis, b) spinal tumors, malignancy, or vascular malformations, c) radiculopathies, d) myelopathies, e) traumatic spinal cord necrosis, or f) musculopathies; or
- Symptoms which are not supported, documented, or diagnosed through conventional medical tests.

Exclusions The Program will not pay benefits for any Injury, Sickness, Nervous or Mental Disorders, or resulting Disability or Hospital Confinement:

- Caused by war, declared or undeclared, or acts of war;
- Which occurs while you are in the military, naval or air force of any country or international organization. Premium adjustments/refunds will not be made for periods greater than 6 months. You therefore, should promptly inform us if you are not covered because of this Exclusion;
- Caused by pregnancy, childbirth, elective abortion, or post-partum depression; including false labor, premature labor, high-risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, hyperemesis gravidarum, pre-eclampsia or placenta previa, or similar conditions that occur in a difficult Pregnancy, except when loss results from Complications of Pregnancy ([see definition of Complications of Pregnancy on page 12](#));
- Which you intentionally inflict on yourself while sane or insane;
- Caused by engaging in an illegal act, or in resisting or fleeing arrest;
- Caused by the voluntary taking of poison or inhalation of gas, except for the involuntary or unintentional ingestion of poison or inhalation of poisonous gases or fumes;
- Caused from any accident in which you were the driver or pilot where your blood alcohol content exceeds the legal limit of the state in which the accident took place;
- Caused by you being under the influence of any narcotic, barbiturate or hallucinatory drug unless administered under the advice of a Physician and taken in accordance with the prescribed dosage;
- For any period of time for which you are incarcerated, whether or not the Disability commenced while incarcerated, or
- Caused by a Drug or Alcohol Disorder.
- Hospital Confinement (under the Hospital Confinement Benefit) which results from cosmetic surgery, except for reconstructive surgery incidental to or following surgery for trauma or infection, or other Sickness of the part of the body reconstructed, or to treat a congenital malformation of a child.

SECTION 3 - General Information

How to File a Claim You must notify Us as soon as reasonably possible after Disability or Hospital Confinement begins. Our address and telephone numbers are listed below:

Special Agents Mutual Benefit Association (SAMBA)
11301 Old Georgetown Road
Rockville, MD 20852-2800
(301) 984-1440
(800) 638-6589
Fax (301) 816-0191

We will furnish you with any claim forms that are required within 15 days after you have notified Us of your claim. These forms must be returned to SAMBA after completion. If We do not send the forms within that time, you can send written proof of the occurrence, character, and extent of loss for which the claim is made. In no event, except in the absence of legal capacity, will We accept your claim if proof of loss is not provided within one year after the Disability or Hospital Confinement begins.

We will make a decision on your properly completed claim within 45 days after We receive your complete proof of loss, unless circumstances beyond Our control require an extension of time for processing the claim. Such an extension of time may not exceed 30 days unless circumstances beyond Our control require a second extension, not to exceed an additional 30 days. Complete proof of loss includes any investigation by Us or Our authorized representative necessary to determine the Program's liability. If the claim is denied in whole or in part, We or Our authorized representative will provide written notice to you. The written notice will contain:

1. The specific reason or reasons for denials;
2. Specific reference to pertinent provisions of the program upon which the decision is based;
3. A description of any additional material or information needed to perfect the claim and an explanation of why it is necessary; and
4. An explanation of the Program's claim review procedure.

Claim Appeal Procedures You are entitled to a full and fair review of denial of claim. You may make a request for review to Us. The procedure is as follows:

1. The request for review must be in writing and made within 180 days of receipt of written notice of denial;
2. You have the right to review, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits. You have the right to review copies of any internal rule, guideline, protocol, or other similar criterion that was relied upon in making our decision to deny your claim. You have the right to submit issues and comments in writing, along with additional documents, records, and other information relating to your claim for benefits;
3. We or an authorized representative will review your request;
4. We will make a decision upon review within 45 days after receipt of the request unless special circumstances require an extension of time for processing, in which case the time limit shall not be later than 90 days after receipt. The decision or review will be in writing, include the specific reasons for the decision and specific references to the pertinent Program provisions on which the decision is based and be furnished directly to you.

Payment of Benefits

If you become Disabled while covered under this Program, you will be paid a Monthly Benefit Amount for each month (following the Elimination Period) as long as you are Disabled, subject to all the provisions of this Program. Monthly benefits will be paid to you for each full or partial month that you remain Disabled due to Injury or Sickness after the Elimination Period, until the Maximum Benefit Period ends. For a period of Disability that lasts less than a full month, benefits will be pro-rated at a daily rate equal to 1/30 of the Monthly Benefit Amount.

Only one Monthly Benefit Amount will be paid during any full month of Disability, even if Disability is caused by or results from more than one Injury, Sickness, or Nervous or Mental Disorders.

All benefits, except the Survivor Benefit, will be payable to you. Any benefits payable on or after your death will be paid to your estate. If the benefits are payable to your estate, We may pay up to \$5,000 to any relative by blood or marriage whom We deem is entitled to the benefits. Any payment We make in good faith under this provision fully discharges Us to the extent of that payment. The Survivor Benefit is payable as explained in the [Survivor Benefit \(see page 7\)](#) section.

Right to Recovery

We have the sole discretionary authority to determine eligibility for participation or benefits under the Program and to interpret the terms of the Program. All determinations and interpretations made by Us are conclusive and binding on all parties.

We have the right to recover from you any amount which We determine to be an Overpayment. You are obligated to refund to Us any such amount. Our rights and your obligations in this regard are set forth in the reimbursement agreement you are required to sign upon first qualifying for Disability benefits under the Program. For this provision, an Overpayment occurs when We determine that the total amount paid by Us for a period of Disability exceeds the total amount due under the Program. This includes Overpayments resulting from:

1. Retroactive awards received from sources shown in the Benefit Offsets section;
2. Fraud; or
3. Any error We make in processing your claim.

We may, at Our option, recover the Overpayment by:

1. Reducing or offsetting any future payments to you or your survivor or estate;
2. Stopping future benefit payments (including the minimum monthly payment of \$200) which would otherwise be due under the Program. Benefit payments will resume after the Overpayment has been recovered; or
3. Demanding an immediate refund of the Overpayment from you.

Physical Examination

At Our expense, We have the right to have the Member examined by a Physician of Our choice as often as necessary while a claim is pending.

Erroneous Overpayments or Misrepresentation or Fraud

If you or your Dependents receive any erroneous benefit overpayments from the Program, you and your Dependents shall repay those amounts to the Program. If the Program is required to take collection action, then you and your Dependents shall be liable for all collection costs, including interest on the overpayment, attorney's fees and court costs. The Program may apply subsequent benefits otherwise payable to recoup any erroneous benefit overpayments.

You should be aware that persons who submit fraudulent or misleading claims to the Plan, i.e., provide misleading information of any type or false information or other fraudulent representations, are subject under federal law (29 U.S.C. § 1131) to a criminal penalty of one (1) year imprisonment and/or a \$5,000 fine. The Plan Trustees also reserve the right to suspend or terminate any such person's participation in the Plan and to take any other appropriate measure.

Misstatement of Age

If the age of an Insured has been misstated, We will make an equitable adjustment of premiums or benefits or both. We will change the benefit to the applicable amount available for the correct age. We will refund to You any excess premium paid over the amount due for the correct benefit amount. We will request payment for any overdue premium for the correct benefit amount. If the misstatement is discovered after a benefit is due and payable, We will reduce or increase the benefit amount payable by the amount of excess or overdue premiums paid on and after the date the member was no longer eligible.

Clerical Errors

Clerical errors or delays in keeping records for the Program will not deny benefits that would otherwise have been granted; not extend benefits that otherwise would have ceased and call for a fair adjustment of premium and benefits to correct the error.

Definitions and Terms You Should Know

You need to know what is meant by certain terms used to describe the benefits, limitations, exclusions, and eligibility provisions in this Program. They are defined below:

Actively at Work/Active Work means you are working for your Employer on a Full-time basis for earnings that are paid to you regularly and you are performing each of the Material and Substantial Duties of your Regular Occupation. You must work at:

- The Employer's usual place of business;
- An alternate work site at the direction of the Employer; or
- A location to which your job requires you to travel.

Availability Pay means a type of premium pay that is paid to Federal law enforcement officers who are criminal investigators in accordance with U.S. Office of Personnel Management rules.

Complications of Pregnancy mean any of these: 1) a condition which, while affected by pregnancy, is still classified by accepted medical standards as a Sickness, disease or Injury apart from the normal bodily changes that accompany pregnancy; 2) an extra-uterine or ectopic pregnancy; 3) a spontaneous termination of pregnancy during a period of gestation in which a viable birth is not possible; or 4) a non-elective Cesarean section. Complications of Pregnancy do not include: false labor, premature labor, high-risk Pregnancy or delivery, occasional spotting, Physician-prescribed rest, morning sickness, hyperemesis gravidarum, pre-eclampsia or placenta previa, or similar conditions that occur in a difficult Pregnancy.

Confined/Confinement means any Confinement which has been ordered by a Physician and for which you are charged by a Hospital for a full day's room and board.

Covered Person means you or your Dependent whose coverage under the Program has become effective and has not ended.

Covered Salary Amount means the amount applied for in your application or request for change in coverage, whichever is later, that is approved by Us. The Covered Salary Amount is shown on the Statement of Coverage Page. The Covered Salary Amount cannot exceed the Eligible Salary Amount.

Daily Earnings mean 1/360th of your Covered Salary Amount.

Dependent means any of the following: 1) your lawful spouse; or 2) your unmarried dependent child (which includes a stepchild, legally adopted child, child placed in the home for adoption, grandchild in your legal custody, and foster child) who is under 22 years of age and who is not in the military, naval, or air force of any country or international organization. A spouse or child covered under the Program as a member will not be eligible as a Dependent. If a child is considered a dependent of more than one member (i.e., husband and wife) the child will be the Dependent of only one parent.

Disability or Disabled means that because of Injury, Sickness, or Mental or Nervous Disorders you are not engaged in any occupation or employment for wage or profit for which you are reasonably qualified by education, training, or experience, and:

- During the first 24 months of Disability, you cannot perform all of the Material and Substantial Duties of your Regular Occupation; and
- After 24 months of Disability, you are completely unable to perform the Material and Substantial Duties of any occupation for which you are reasonably fit by education, training, or experience.

You also must be under the Regular Care of a Physician.

Loss of professional or occupational license or certification does not in itself constitute a Disability.

Drug or Alcohol Disorders mean a physical, mental, emotional, behavioral, or stress-related disorder caused or contributed to, directly or independently, by a substance abuse or dependency, as classified in the Diagnostic and Statistical Manual of the American Psychiatric Association and/or the International Classification of Diseases in effect as of the date the Disability commenced.

Eligible Salary Amount means the amount of your gross annual income received from your Employer, rounded to the next highest multiple of \$1,000, if not already a multiple of \$1,000, including Locality Pay, Availability Pay, or administratively uncontrolled overtime pay for which you are entitled. It does not include any bonuses, regular overtime pay, night or other differential pay allowances, retention pay, overseas post differential pay, overrides, or any other compensation.

Elimination Period means a period of 60 continuous days of Disability which must be satisfied before you begin to receive benefits under the Program. A new Elimination Period will be applied to each Period of Disability.

Employer means either the Special Agents Mutual Benefit Association or an agency of the Federal Government that SAMBA has approved in writing ("Participating Federal Agencies" - see page 1).

Evidence of Insurability means proof of your good health that is acceptable to Us.

Full-time means regularly working for the Employer at least 32 hours per week.

Hospital means a legally operated and licensed institution or facility providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians and Registered Nurses. Hospital does not mean nursing homes, rest homes, convalescent homes, and homes for the aged, drug and alcohol rehabilitation centers and facilities primarily providing custodial, educational or rehabilitative care.

Injury means a bodily Injury sustained directly and independently of all other causes, which results in a loss covered by the Program. The Disability must occur while you are covered under the Program.

Locality Pay means pay adjustments based on survey comparisons with non-Federal rates on a locality basis as established annually by the U.S. Office of Personnel Management.

Material and Substantial Duties mean duties that are normally required for the performance of your Regular Occupation and cannot be reasonably omitted or modified.

Maximum Benefit Period means the longest period of time payments will be made to you for any one period of Disability. The Maximum Benefit Period will begin to accrue when the elimination Period ends and will end on your 62nd birthday, unless you are 61 years of age when benefits begin, in which case the maximum Benefit Period will not be less than 12 months. Monthly Benefit Amounts are not payable after the end of the Maximum Benefit Period, even if you are still Disabled.

Medically Necessary means that the service, supply, drug, or equipment:

- Is appropriate for the diagnosis or treatment of your Injury, Sickness, or Mental or Nervous Disorder;
- Is consistent with generally accepted current medical practice in the United States;
- Is not primarily for the personal comfort or convenience of you, the family, or the Physician;
- Is not part of, or associated with, the scholastic education or vocational training for you;
- In the case of inpatient care, cannot be provided safely on an outpatient basis;
- Does not exceed (in scope, duration, or intensity) that level of care needed to provide safe, adequate, and appropriate diagnosis or treatment; and
- Is not part of a plan of treatment that is experimental, unproven, or related to research protocol.

The fact that a Physician has prescribed, ordered, recommended, or approved a service, supply, drug, or equipment does not, in itself, make it Medically Necessary.

Mental or Nervous Disorders mean a physical, mental, emotional, behavioral, or stress-related disorder caused or contributed to, directly or independently, by a mental or nervous condition, as classified in the Diagnostic and Statistical Manual of the American Psychiatric Association in effect as of the date the Disability commenced. This includes both biologically and non-biologically based Mental or Nervous Disorders.

Monthly Benefit Amount means 65% of one-twelfth of your Covered Salary Amount. It may be reduced as described in the Benefit Offsets provision, but will not be reduced to less than \$200.

Occupational Disability means a Disability for which you qualify to receive benefits either for loss of time or for medical expenses related to an Injury, Sickness, or Mental or Nervous Disorder under any Worker's Compensation Law, Occupational Diseases Law, Federal Employees Compensation Act, or similar legislation.

Overpayment is the amount We determine that is the total amount paid by Us for a period of Disability in excess of the total amount due under the Program. This includes Overpayments resulting from:

- Retroactive awards received from sources shown in the Benefit Offsets section;
- Fraud; or
- Any error We make in processing your claim.

Physician means a person licensed by the state in which he or she is a resident to practice the healing arts. He or she must be practicing within the lawful scope of his or her license for the service or treatment provided. He or she may not be a member of your Immediate Family. Immediate Family means you or your spouse, parent, child, grandparent, brother, sister, in-law, or any person residing with you.

Plan Administrator means SAMBA.

Plan Sponsor means SAMBA.

Pre-existing Condition means a Sickness, Injury, Mental or Nervous Disorder for which the Covered Person has within the 12 months immediately before the date coverage under this Program started:

- Consulted a Physician or received any medical advice, treatment, care, services, or medical supplies;
- Taken prescription medication or had medications prescribed; or
- Had symptoms or conditions which would have caused a prudent person to seek diagnosis, care, or treatment.

Regular Care means:

- You personally visit a Physician as medically required, according to standard medical practice, to effectively manage and treat your Disability; and
- You are receiving appropriate treatment and care of the Disability by a Physician whose specialty or experience is appropriate for the Disability.

Regular Occupation means the occupation in which you are regularly engaged at the time you became Disabled.

Residual Disability means as a result of the injury or sickness, which caused total Disability, you are able to gradually return to Full-time employment on a reduced work schedule.

Residual Disability Plan means a written agreement between You and Us. Its purpose is to assist you in returning to gainful Full-time employment. The Residual Disability Plan will outline the time, dates, and other requirements to receive your Residual Disability benefit.

Sickness means a bodily disorder or a disease. The Sickness must occur while the coverage for you is in force under the Program. Sickness does not include Drug or Alcohol Disorders or Mental or Nervous Disorders.

We, Us, and Our means the **Special Agents Mutual Benefit Association (SAMBA), or our authorized representative**. This is true for whenever the words "we" or "us" is used in this SPD, even when those words are not capitalized.

You, Your, Employee, Member, or Participant means an employee of a Participating Federal Agency who has enrolled in this Program. This is true for whenever the words "you" or "your" is used in this SPD, even when those words are not capitalized.

Your Rights Under ERISA

As a Participant in this Program you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Program Participants are entitled to:

- Examine, without charge, at SAMBA's office and at other specified locations, such as work sites, all Plan documents, including Insurance contracts, and copies of all documents filed by the Plan with the U. S. Department of Labor, such as annual reports and Plan descriptions. This examination may take place between the hours of 10:00 a.m. and 3:00 p.m., Monday through Friday, except holidays.
- Obtain copies of all Plan documents and other Plan information upon written request to SAMBA's Executive Director, who may request a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. SAMBA is required by law to furnish, upon request, each participant with a copy of this summary annual report.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including an employer, SAMBA, or any other person, may discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and reconsider your claim (see above). Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If the plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact SAMBA's office. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of Employee Benefits Security Administration, U.S. Department of Labor.

Plan Information

Name of Plan: SAMBA Group Plan (the Plan). All benefit programs that SAMBA sponsors for its membership, including, without limitation, this Disability Income Protection Program, the SAMBA Health Benefits Plan, and all other insured and self-insured programs, constitute one employee welfare benefit plan within the meaning of ERISA, the federal law that governs this Plan.

Plan Sponsor: Special Agents Mutual Benefit Association (SAMBA) • 11301 Old Georgetown Road, Rockville, MD 20852 • (301) 984-1440 • (800) 638-6589

Employer ID Number: EIN #52-1074154

Plan Number: PN 501

Effective Date: The Disability Income Protection Program described in this Summary Plan Description became effective at 12:01 a.m. on January 1, 2004.

Plan Administrator: The Plan is administered and maintained by SAMBA, at the address listed above (see "Plan Sponsor").

Type of Administration: The administration of the Disability Income Protection Program is under the supervision of the Plan Administrator (SAMBA). The duty of the Plan Administrator is to see that the provisions of the Disability Income Protection Program are carried out for the benefit of the persons entitled to participate without discrimination among participants.

Amendment or Termination of Plan: This Plan, including any program under the Plan, may be amended or terminated at any time by SAMBA. If the Plan is terminated, SAMBA may use plan assets to pay Benefits outstanding as of the later of the date the termination is adopted or is effective, and Corporation expenses. Any remaining assets will be allocated by a Board of Directors' resolution that conforms with applicable law and does not adversely affect the Code Section 501(c)(9) qualified status of the Corporation. If the Plan is merged with another plan or plan assets are transferred to another plan, plan assets will be allocated according to the merger or acquisition agreement's terms.

Agent for Service of Legal Process: Corporation Guarantee & Trust Co., 1129 20th Street, N.W., Washington, D.C. 20036. Legal Process may also be served on the Executive Director at SAMBA, 11301 Old Georgetown Road., Rockville, MD 20852-2800.

Plan Year: All financial records of the Plan are kept on a fiscal year of January 1 through December 31.

Cost of Benefits and Plan Funding: Premiums for this Disability Income Protection Program are paid by you, the Plan Participants. SAMBA self-insures this Program. Reserves and other funds for this Program are held by SAMBA in the SAMBA Group Insurance Plan Trust. Mercantile-Safe Deposit and Trust Company of Baltimore, Maryland, serves as Trustee of the Trust.

