

**Government Employees' Benefit Association, Inc.
Emergency Travel Benefit Plan Instrument**

Revisions Effective January 1, 2024

Preamble

The Government Employees' Benefit Association, Inc. ("GEBA") hereby establishes the following Emergency Travel Benefit Plan ("Plan") in accordance with Article I, Section 2, of its Bylaws. It is intended that this Plan form a part of the GEBA Group Benefits Plan and that it satisfies the requirements of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.

Section 1
Definitions

Unless the context or subject matter otherwise requires, the following definitions shall govern the meaning of this Plan instrument:

Section 1.1 -- Act. The term "Act" shall mean the Employee Retirement Income Security Act of 1974, any amendments as may from time to time be made thereto, and any regulations promulgated pursuant to the provisions of the Act.

Section 1.2 -- Benefits. The term "Benefits" shall mean the emergency travel benefits to be provided under this Plan.

Section 1.3 -- Effective Date. The phrase "Effective Date" shall mean January 1, 2024.

Section 1.4 -- Eligible Dependents. The phrase "Eligible Dependents" shall mean the Participant's lawful spouse/domestic partner and natural, step, and adopted children up to age 26, and unmarried dependent natural, step, or adopted children, regardless of age, who are incapable of self-sustaining employment due to a physical or mental disability.

Section 1.5 -- Member. The term "Member" shall mean any Active or Special Member as defined in GEBA Bylaws.

Section 1.6-- GEBA. The term "GEBA" as used herein shall mean the Government Employees' Benefit Association, Inc.

Section 1.7 -- GEBA Office. The phrase "GEBA Office" shall mean the GEBA Office located at 1362 Mellon Road, #100, Hanover, MD 21076, or at such other location as the GEBA Office may occupy in the future.

Section 1.8 -- Immediate Family Member. The phrase "Immediate Family Member" shall mean the Participant's spouse/domestic partner, parents, children, grandparents, grandchildren, brothers (and sister in-laws) and sisters (and brother in-laws). Adopted, and stepfamily members are also included.

Section 1.9 --Participant. The term "Participant" shall mean a Member or the lawful spouse/domestic partner of a Member who has completed and submitted to GEBA the approved Plan enrollment form and payment information and any eligible children covered under this Plan.

Section 1.10 -- Plan. The term "Plan" shall mean this Emergency Travel Benefit Plan for Members, their spouses/domestic partners, and eligible children established under the Plan Documents and such amendments to the Plan Documents as the GEBA Board of Directors may from time to time hereafter adopt.

Section 1.11 -- Plan Year. The phrase "Plan Year" shall mean January 1 through December 31.

Section 1.12 -- Plan Documents. The phrase "Plan Documents" shall mean GEBA's Bylaws and this Plan Instrument.

Section 1.13 -- Serious Injury/Illness. The phrase " Serious Injury/Illness" shall mean an accident, illness, injury, or medical condition which, by customary practice of the medical profession, warrants placing the patient on the serious condition list. A patient in serious condition is 1. acutely ill with an uncertain chance of recovery and hospitalized in an acute or intensive care setting.

Section 2
Administration of the Plan

Section 2.1 -- Designation of Plan Administrator. GEBA shall serve as Plan Administrator as that term is defined in the Act and shall fulfill any and all responsibilities that the Act imposes on an administrator.

Section 2.2 -- Administrative Procedure. The Board of Directors of GEBA shall be the Named Fiduciary of the Plan and shall adjudicate benefit claims hereunder in accordance with the Plan Documents. Where conflicts exist between the Bylaws of GEBA and this Plan instrument, the Bylaws shall govern.

Section 2.3 -- Liability. No member of the Board of Directors shall be liable or responsible for his or her own acts in carrying out his or her responsibilities with regards to this Plan except as otherwise provided for by law. No successor member of the Board of Directors shall in any way be liable or responsible for anything done or committed in the administration of the Plan prior to the date he or she became a member of the Board of Directors. Unless otherwise provided by law, the members of the Board of Directors shall not be liable for the act of any attorney, agent, assistant, administrator, or advisor employed by the Board of Directors to advise it on Plan-related matters, if such person was selected in accordance with the Plan documents, and if such person's performance was periodically reviewed by the Board of Directors who found such performance to be satisfactory.

Section 2.4 -- Allocation and Delegation of Fiduciary Responsibilities. Plan fiduciary responsibilities may be allocated among the members of the GEBA Board of Directors or delegated to other qualified individuals as the Board of Directors deems appropriate or necessary or as required by GEBA's Bylaws. All such delegations and allocations shall be confirmed in a writing signed by the person(s) to whom the responsibility has been allocated or delegated.

Section 2.5 -- Information to Participants. GEBA shall provide Participants with such information as may be required by the Act.

Section 2.6 -- Construction and Determination by the Board of Directors. Subject to the provisions of the Plan Documents, the Board of Directors shall have full and exclusive discretionary authority to determine all questions of Plan coverage and eligibility, all methods of providing or arranging for benefits and all other related matters. It shall have full power and full discretion to make factual findings necessary to adjudicate Plan benefit claims. It shall have full power and discretion to construe the provisions of the Plan Documents and the terms used herein. Any such determination or construction adopted by the Board of Directors shall be binding upon all affected parties, including, without limitation, Participants.

Section 3
Funding Policy and Method

Section 3.1 -- As a precondition of Plan coverage, the Participant must pay GEBA a premium in an amount established by GEBA as appropriate to fund Plan benefits and administrative expenses. GEBA may adjust this premium effective January 1 of each Plan year with at least 60 days notice to the Participants.

Section 3.2 -- The Plan is not separately funded. Premiums shall be paid into the general assets of GEBA which are held in trust for the GEBA Group Benefits Plan. Plan benefits shall be paid from the general assets of GEBA directly to the Employee Participant, as provided herein, in accordance with GEBA's procedures for dispersal of funds, upon receiving notice from the Board of Directors or its designee that a benefit is due in a certain amount to such Employee Participant. Plan-related expenses also shall be paid by GEBA from its general assets with proper authorization under GEBA's Bylaws.

Section 4
Participation and Eligibility for Benefits

Section 4.1 -- Any Active or Special member is eligible for coverage on the first of the month after the completed enrollment application and premium payment is received. In no event shall this Plan cover any travel which occurred prior to this Effective Date.

Section 4.2 -- The Participant shall have four coverage options:

Option 1: Member for his/her Immediate Family Members,

Option 2: Member for his/her Immediate Family members and Member's Spouse/Domestic Partner for her/his Immediate Family Members, and

Option 3: Member for his/her Immediate Family members as well as Spouse/Domestic Partner's Immediate Family Members and Spouse/Domestic Partner for his/her Immediate Family members as well as Member's Immediate Family members ("Cross-Coverage").

Option 4: Add Dependent Child Coverage for both Member's and Spouse/Domestic Partner's Immediate Family Members. Eligible child(ren) also have coverage for their immediate family as defined under Section 1.8 even if there is no relation to the member or the spouse/domestic partner.

The Participant shall be entitled to choose Options 1, 2 or 3, and his/her choice shall be binding on his/her Spouse/Domestic Partner if applicable. The Participant shall also be entitled to choose Option 4 for Dependent Child Coverage. A Participant may change options prospectively by submitting to the GEBA Office a new Plan enrollment form and, if necessary, payment authorization.

Section 4.3 -- A Participant's eligibility for benefits will terminate on the effective date on which the Participant cancels his/her payment allotment and with the Participant's written notice of cancellation of coverage, or the date on which this Plan is terminated by the Board of Directors. In the event that the Member Participant's selected payment methods fails to make a payment to GEBA, GEBA will make attempt to receive payment either by automatic debit from a checking or savings account (if applicable) or send a bill to the Member Participant. If not remedied within 90 days of failed payment, coverage will be retroactively terminated to the failed payment date. GEBA will notify Member Participant regarding termination. If a Member Participant is within 90 days of failed payment and attempts to file a claim, Member Participant is responsible to pay total premium due before being eligible for claim disbursement.

Section 4.4 -- A Spouse/Domestic Partner Participant's eligibility will terminate on the earlier of (a) the effective date of divorce from the Member, (b) the effective date requested in Member Participant's written notice of cancellation of Spouse/Domestic Partner Participant coverage, or (c) the date on which the eligibility of the Member Participant to whom the Spouse/Domestic Partner Participant is married terminates under Section 4.3 above.

Section 5 **Emergency Travel Benefits**

Section 5.1 – Benefit Amount. Upon timely submission of a valid claim to the GEBA Office, the Plan will reimburse up to eighty percent (80%) of the actual economy or coach class fare, up to \$1500.00, for round-trip airline or train travel from the Participant's location to an Immediate Family Member's location when the travel is required as the result of the very serious injury/illness or sudden death of the Immediate Family Member as described in Section 1.13 above. Round-trip travel to the Immediate Family Member of the Participant's spouse/domestic partner is also covered if the Participant has enrolled for that coverage option as described in Section 4.2 above.

Section 5.2 -- Limitations and Exclusions.

- a) No Participant may be reimbursed from the Plan for more than one round-trip in a consecutive 12-month period or for more than \$1500.00 for any round-trip.
- b) In the event that economy seats are not available, or participant chooses seats in another fare class, GEBA will only reimburse up to 50% (up to \$1,500 per covered plan participant) of the air or train fare and applicable taxes and fees.
- c) No Plan benefits are payable for travel to commencing within one calendar year of the date of the Participant's effective date when the Immediate Family Member's Serious Sudden Illness or death stems from
 - i. an illness or condition that had been diagnosed, or
 - ii. an injury, illness, or condition for which treatment or advice was rendered.
- d) No benefits are payable for airline fares which are or will be paid or reimbursed by any

- government agency.
- e) No benefits are payable for airline points, travel insurance, change fees, airport transportation, or rental car.
 - f) No benefits are payable for a Participant's own illness/injury or treatment plan.
 - g) No benefits are payable for optional or scheduled surgeries.
 - h) No benefits are payable for travel that begins after 21 days from the sudden death, the date of the sudden injury, or the onset of the sudden illness.
 - i) No benefits are payable unless the GEBA Office receives a fully completed claim form within ninety days (90) from the date the travel ends.
 - j) No benefits are payable when a Participant's premium is more than 90 days overdue. Should a participant file a claim within 90 days of a missed payment, the participant is required to pay premium due before being eligible to receive a claim disbursement.

Section 5.3 -- Beneficiary. The Member Participant is the beneficiary of all benefits payable under this provision. All benefits will be paid to the Member Participant unless the Spouse/Domestic Partner Participant's trip is for the Member's death.

Section 6 Application for Benefits, Denial of Claims and Appeal Procedure

Section 6.1 -- Application for Benefits.

- a) Any person who claims entitlement to benefits under the Plan must make application therefor within ninety (90) days from the date of completing the return trip for which benefits are claimed and must furnish such proof of his or her entitlement to benefits required.
- b) Failure to furnish the necessary claim form and all required information within the required time period shall invalidate any claim, unless the person filing the claim shows, to the sole satisfaction of the Director, Member Services, that it was not reasonably possible to furnish the claim and information within the time period and that such notice and proof was furnished as soon as was reasonably possible.

Section 6.2 -- Disputed Claim Review.

- a) If a Participant files a claim for benefits under the Plan and payment of the benefits is wholly or partially denied, GEBA, within ninety (90) days of the date the claim for benefits was filed, shall provide notice in writing to such claimant, setting forth the specific reason or reasons for denying payment of the benefits stated in as clear a manner as possible that is calculated to be understood by that individual.
- b) If special circumstances require additional time for processing the claim, written notice of this extension of time shall be sent to the claimant within the ninety (90) day period. Such an extension shall not exceed one hundred eighty (180) days from the date the claim was filed.
- c) The denial notice shall also make specific reference to the pertinent Plan provision upon which the denial is based and shall describe any additional material or information necessary for the claim to be honored along with an explanation of why such material or information is necessary.
- d) The denial notice will also include a statement that the claimant has a right within sixty (60) days of written notification of claim denial to request in writing a review by the Board of Directors for the purpose of carrying out full and fair review of the claim denial by the Board. The claimant or his duly authorized representatives may review pertinent documents and submit issues and comments in writing.
- e) If a review is requested by the claimant, the Board of Directors shall make its decision on the review no later than its next regularly scheduled Board meeting, unless the request for

review is received within thirty (30) days preceding the date of such meeting. In such a case, a decision may be made no later than the date of the second meeting following receipt of the request for review. If special circumstances require an extension of time for processing, a decision shall be reached no later than the third meeting following receipt of the request for review. Written notice of the extension shall be furnished to the claimant prior to the extension.

- f) The Board of Directors shall have full and sole discretion to interpret the Plan Documents and to determine authorization for payment of claims.
- g) The decision of the Board of Directors shall be in writing and shall be rendered no later than five (5) days following the meeting of the Board of Directors in which the claim was reviewed. This decision shall also include specific reasons for the denial and specific references to the Plan. The decision of the Board of Directors shall be final and binding on all parties.

Section 7

General Provisions

Section 7.1 -- Proof of Claims. Every Participant shall furnish, at the request of GEBA, any information or proof reasonably required for the administration of the Plan or for the determination of any matter that the Board of Directors may legitimately have before it. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial of benefits to such Participant. The falsity of any statement material to an application for benefits or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension, or discontinuance of benefits under this Plan, and in such case, the Board of Directors shall have the right to recover any benefit payments made. Any benefits forfeited hereunder will be retained by or returned to GEBA.

Section 7.2 -- Plan Interpretation. The Board of Directors shall be the sole judge of the standard of proof required in any claim. The Board of Directors is vested with full discretion and authority in the interpretation and application of any of the provisions of this Plan, and its decision shall be final and binding on all parties.

Section 7.3 -- Assignment of Benefits Prohibited. No Participant shall have any right to assign, alienate, transfer, sell, hypothecate, mortgage, encumber, pledge, commute, or anticipate any benefits provided herein and such benefits shall not in any way be subject to attachment or garnishment proceedings or any legal process to levy execution upon the same for the payment of any claim against any Participant; nor shall such payments be subject to the jurisdiction of any bankruptcy court or insolvency proceedings by operation of law or otherwise. Any such attempted assignment or encumbrance shall be void and of no effect whatsoever and shall give the Board of Directors the right to terminate any benefits to such Participant attempting the assignment or encumbrance. However, this Section shall not limit any Participant rights under Section 5.3 above.

Section 7.4 -- Governing Law. This Plan shall be construed, administered, and enforced in accordance with the Act.

Section 8

Amendment of Plan Instrument

Section 8.1 -- Amendment of Plan Instrument. The provisions of this Plan of Benefits and the benefits provided hereunder may be amended at any time by resolution of the Board of Directors.

Section 8.2 -- Notification of Amendment. Whenever an amendment is adopted in accordance with this Section, a copy of such amendment shall be distributed to all members of the Board of Directors, and the Board of Directors shall so notify any necessary parties and shall execute any instrument or instruments necessary in connection therewith.

Section 9

Severability

If any provision of this Plan instrument is deemed or held to be unlawful or invalid, such determination

shall not affect the other provisions of this Plan instrument or the application of those provisions to any other person or instance unless such determination makes the functioning of the Plan or the Plan Document impossible or impractical. In the latter case, the appropriate parties shall immediately adopt a new provision or provisions to take the place of the illegal or invalid provision.