



Northern New Jersey Teamsters Benefit Plan

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NOTICE OF PLAN CHANGE

Date: September 27, 2023

To: Participants in the Northern New Jersey Teamsters Benefit Plan, All Benefit Levels, and their covered dependents; all COBRA Beneficiaries under All Benefit Levels.

From: The Board of Trustees of the Northern New Jersey Teamsters Benefit Plan (the "Plan")

We are sending you this Notice ("Notice") to advise you of certain changes to all Plan levels under the Northern New Jersey Teamsters Benefit Plan – effective September 27, 2023. This Notice amends your Northern Plan Summary Plan Description ("SPD") and is a "summary of material modifications" under applicable law. You should take time to read this Notice carefully and keep it with your copy of the SPD and other Plan documents. The Plan documents should be read together for an accurate description of your current Plan benefits. If you need another copy of your SPD, or if you have any questions, please contact the Plan Office. Also, always remember to keep your address up to date with the Plan Office.

The Northern New Teamsters Benefit Plan will be making a change to the following Plan rules as described below regarding Lawsuits and Limitations and Assignment of Benefits Prohibited related to all Plan Levels provided by the Northern New Jersey Teamsters Benefit Plan.

Lawsuits and Limitations

A claimant who is dissatisfied with an eligibility determination or benefit determination, or who is otherwise adversely affected by any action of the Board or Plan must exhaust the Plan remedies before any lawsuit. The Plan has no voluntary mediation or arbitration procedures and is not subject to nor bound by arbitration awards under collective bargaining agreements. A claimant who has exhausted Plan remedies may proceed with a lawsuit in accordance with federal law.

The Plan has a two-year limitations period on lawsuits, regardless of the state in which the lawsuit is filed. This rule also applies to any administrative proceedings, arbitration, or other legal actions on such a claim or other action or for any amount claimed to be payable from the Plan or its fiduciaries in connection with a claim or other action (including without limitation, monetary remedies or awards for failure to respond to a request for documents or retroactive payments) against the Plan or its fiduciaries.

The two-year limitations period ends two years after the final denial of an appeal or, if not appealed, the last denial of a claim, or other event (including, without limitation, a date of death or disability or a request for plan documents) giving rise to a claim for payment or reimbursement from the Plan or its fiduciaries. Notwithstanding the general rule, no administrative proceedings, arbitration, lawsuit or other legal action amount shall be instituted after the last day on which the participant or Plan can sue an insurer or other claims administrator handling or paying any benefit under the Plan and no amount shall be payable from the Plan or its fiduciaries on any such barred claim.

Assignment of Benefits Prohibited

You are expressly prohibited from assigning the benefits to which you are entitled under this Plan or your rights under ERISA with respect to this Plan to any third party. In the event you obtain services from an out-of-network provider, payment will be made to you as the plan participant, and it will be your responsibility to pay the out-of-network provider. You may not assign your benefits to any provider and the Plan will not honor any assignment you make to a provider for any reason. The Plan may, however, in its sole and exclusive discretion pay an out-of-network provider directly without waiver of this prohibition against assignments.

In accordance with the Plan's claims and appeals procedures, the Plan will allow a personal representative authorized by you to act on your behalf for the purposes of pursuing your claims and appeals rights under the Plan. The Plan's recognition of a personal representative for this purpose shall not be construed as a waiver of the Plan's prohibition against assignments described above.

While we have tried to make this Notice as complete and accurate as possible, it does not restate the existing terms and provisions of the Plan other than the specific terms and provisions it is modifying. If any conflict arises between this Notice and the terms of the applicable SPD (other than with respect to the specific terms and provision this Notice is modifying) or if any point is not discussed in this summary or is only partially discussed, the terms of the applicable SPD will govern in all cases. The Board of Trustees of the Plan reserve the right, in its sole and complete discretion, to interpret and decide all matters under the Plan and, in its sole and complete discretion, to amend, modify or terminate the Plan, any plan level and any benefits provided under the Plan (or eligibility for those benefits) in whole or in part, at any time and for any reason.

Para obtener asistencia en Español, llame al 1-800-250-3121.

Very truly yours,

BOARD OF TRUSTEES
Northern New Jersey Teamsters Benefit Plan

ERISA Information

Plan Sponsor: Board of Trustees of the Northern New Jersey Teamsters Benefit Plan

Address: 810 Belmont Avenue, Suite 100, North Haledon, NJ 07508-2396

Telephone: (800) 250-3121

Sponsor's EIN Number: 22-6082349

Plan Number: 501

Plan Year: April 1 to March 31

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