



**SUMMARY PLAN DESCRIPTION**  
**OF**  
**ILLINOIS HOSPITAL ASSOCIATION**  
**EMPLOYEES' PENSION PLAN**



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- you have reached age 21; and
- you have completed 1,000 hours of service in the 12-month period starting on your date of hire or in a plan year starting after your date of hire.

The plan administrator will notify you when you have become eligible to participate in the plan.

In general, you are credited with an hour of service for each hour for which you are directly or indirectly paid or entitled to be paid by an employer for the performance of your duties and for reasons other than the performance of your duties (e.g., vacations and holidays).

**Example:** Assume you are over age 21 and are hired by an employer on March 15, 2007. You complete 1,000 hours of service on or before March 15, 2008. You would become a plan participant on July 1, 2008.

## **CONTRIBUTIONS TO THE PLAN**

### **Employer Contributions**

You are eligible to share in employer contributions if you are employed during the calendar quarter for which the employer makes a contribution or if you retire, die, or terminate employment for other reasons during the quarter. Contributions for participants who terminate employment prior to the end of a calendar quarter will be based on compensation earned as of their termination date. Employer contributions for a calendar quarter are credited to your account as of the day on which they are paid to the plan.

If you are eligible to share in the employer contribution, your employer will make a contribution to the plan in an amount equal to:

- 7 percent of your annual compensation, and
- 5.7 percent of your annual compensation that exceeds the Social Security Wage Base.

The term "compensation" for plan purposes means your total cash compensation for services rendered including bonuses, commissions and overtime pay (before reductions for pre-tax contributions to a 401(k) plan, cafeteria plan, qualified transportation fringe benefit program, a Section 403(b) arrangement or a Section 457 plan) but excluding automobile allowances, reimbursements or expense allowances, fringe benefits, moving expenses, deferred compensation, welfare benefits, employment perquisites, and any other special compensation paid to a highly compensated employee. The law requires that any compensation you receive in excess of a dollar cap not be counted as compensation for purposes of the plan. The dollar cap is adjusted each year. For 2007, the cap is \$225,000. Compensation paid before you became a participant in the plan will be disregarded.

the value of shares or units held in each fund, and past and current performance of each fund. To obtain such information, please contact Fidelity Investments at 1-800-343-0860.

### **Investment Fund Elections and Transfers**

You may elect one or more of the funds for the investment of all or a portion, specified in whole percentages, of the your account balances. You may also transfer amounts from any particular investment fund, specified in whole percentages of your balance in that fund, to one or more other investment funds. The plan administrator will establish rules and provide you with forms for investment fund transfer or election. In the absence of directions from you, your account will be invested in a money market fund, unless another fund is designated by the plan administrator for this purpose.

## **DISTRIBUTION OF YOUR ACCOUNTS**

### **Distributions Following Death**

If you are married and you die prior to the date payment of your benefits begins, one-half of your account balance will be applied to provide a pre-retirement survivor annuity payable for the life of your spouse. The balance of your account balance will be paid to your beneficiary. You may elect to waive the pre-retirement survivor annuity in writing on or after the first day of the plan year in which you reach age 35, in which case your total account balance will be payable to your beneficiary in the event you die before retirement. Your spouse must consent in writing to your election to waive the pre-retirement survivor annuity. Your spouse's consent must be witnessed by a notary public or a plan representative. The plan administrator will provide the forms which must be filled out in order to waive a pre-retirement survivor annuity. If you are single and you die prior to the date payment of your benefits begin, payment of your account balances will be made to your designated beneficiary.

It is important that you complete and file a beneficiary designation form with the plan administrator. Your beneficiary is the person designated by you in writing to receive your benefits under the plan upon your death. The designation of a beneficiary always should be kept up to date. If your beneficiary dies or if you desire to change your beneficiary, please notify the plan administrator.

### **Distributions Upon Service Termination**

If your employment terminates on account of your retirement, or disability, you will be fully vested in your employer contribution account (as adjusted from time to time to reflect earnings, losses, appreciation or depreciation). If your employment terminates for any reason other than your retirement, death or disability, you will receive a percentage of your employer contribution account based on your years of service (as defined below) in accordance with the following schedule:

Years of Service

Vested Percentage

## **Deferring Payment Beyond Age 65**

If you are actively employed by the employer and you meet certain eligibility requirements, you have the right to defer payment of your account beyond age 70½. When you turn age 70½, you will have the opportunity to elect to either commence payment of your benefits immediately or defer payment of your benefits until your retirement. Please contact the plan administrator for further information if you think this section applies to you.

## **FORM OF BENEFIT PAYMENT**

If you are not married, your benefits will be paid to you in a single life annuity. A single life annuity is an annuity paying monthly benefits during your lifetime unless you elect a different form of payment under the plan.

If you are married, your benefits will be paid to you as a 50% joint and survivor annuity or, beginning January 1, 2008, a 75% joint and survivor annuity. Under the 50% joint and survivor annuity, you will receive a reduced monthly benefit payment for your life and, after your death, your surviving spouse will receive 50% of your reduced monthly benefit for his or her life. Under the 75% joint and survivor annuity, you will receive a smaller benefit than under the 50% joint and survivor annuity, but your spouse will receive 75% of your monthly benefit after your death. To receive a different form of payment, you must waive the joint and survivor annuity within the 180-day period preceding the date your benefits commence and your spouse must consent in writing to your waiver. This consent must be witnessed by a notary public or a plan representative.

Instead of the normal form of payment payable to you depending upon your marital status, you may elect any one of the following forms of payment:

- a single lump sum distribution;
- a single-life annuity payable for your life with payments ending on the date of your death;
- a five, ten or fifteen year period certain and life annuity, with lifetime payments to you. This means you will receive payments for your life, and should you die prior to the period certain elected, your beneficiary will receive payments for the remainder of the period you elected;
- a one-half or two-thirds joint and survivor annuity;
- a one-half or a two-thirds joint and survivor annuity with a period certain of five, ten, or fifteen years;
- an installment refund annuity providing income for your lifetime. If at your death the sum of payments received is less than the value of your accounts on the annuity starting date, payment will continue to your

applies to distributions before age 59½ (or before age 55 and separation from service), and a special 15% excise tax may apply to very large distributions.

There is mandatory 20% withholding on certain distributions from qualified retirement plans. You may avoid this withholding by instructing the plan administrator to transfer the amount of your distribution directly to an individual retirement account or the trustee of another eligible retirement plan. If, instead, you receive the distribution and roll it over into an individual retirement account or another eligible retirement plan within 60 days, you may be able to receive a refund for all or a part of the 20% withholding from the Internal Revenue Service. Prior to your receiving a lump sum distribution from the plan, the plan administrator will furnish you with an explanation of the tax rules relating to your distribution, including the mandatory 20% withholding on certain distributions.

The taxation of distributions from the plan and the rules for rollovers and trustee-to-trustee transfers of such distributions are complicated matters and are subject to changes in federal (and state) tax law. Therefore, we suggest you consult a tax advisor regarding any distributions you may receive from the plan.

## **CLAIMS PROCEDURE**

The plan administrator has the discretionary authority to make eligibility and benefit determinations under the terms of the plan and to interpret any ambiguities which may be found in the plan document or in any related plan documentation or contracts. If you or your beneficiary file a claim for benefits under the plan, such claim must be in writing and filed with the plan administrator. If a claim for benefits under the plan is denied for any reason, you or your beneficiary normally will be notified in writing within 90 days after the plan administrator's receipt of the claim (or within 180 days if special circumstances require an extension of time and you are notified of the extension). The notification of denial will set forth: (i) the specific reasons for the denial, (ii) reference to the specific plan provisions on which the denial is based, (iii) a description of any additional information necessary for the claim to be granted and why such information is necessary, (iv) a description of the plan's review procedures and time limits under such procedures, and (v) a statement regarding your right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

If you wish, you may file a written appeal with the plan administrator within 60 days after the date of denial. You may submit written comments, documents, records and other information related to the claim on appeal. You will also be provided, upon request and free of charge, access to and copies of all documents, records and other information relevant to the claim. The plan administrator must consider all comments, documents, records and other information you submit regardless of whether such information was submitted or considered in the initial claim determination.

The plan administrator will furnish you or your beneficiary with a written notice of its decision as to the review of your appeal within 60 days of receiving your request for review (or within 120 days if special circumstances require additional time). The notification of denial will set forth: (i) the specific reasons for the decision, (ii) references to the specific plan provisions on which the decision is based, (iii) a statement that you are entitled to

## **Benefits to Minors and Incompetents**

If the plan administrator determines that you (or your beneficiary) are not capable of receiving benefit payments, it can direct payments to be made for your benefit to a person who is taking care of either of you.

## **Adopting Employers**

You and your beneficiaries may examine, without charge, at your employer's office the complete list of employers sponsoring the plan. You and your beneficiaries may obtain a copy of such list by requesting the list in writing from the plan administrator.

## **IDENTIFYING INFORMATION**

The Department of Labor requires the following additional information:

**Name of Plan:** Illinois Hospital Association Employees' Pension Plan

**Plan Number:** 001

**Name and Address of Plan Sponsor:** Illinois Hospital Association  
1151 East Warrenville Road  
P. O. Box 3015  
Naperville, Illinois 60566

**Name and Address of Participating Employer:** HealthCare Associates Credit Union  
1151 East Warrenville Road  
P. O. Box 3015  
Naperville, Illinois 60566

**Employer Identification Numbers:** 36-2352486 (Illinois Hospital Association)  
36-3047069 (HealthCare Associates Credit Union)

**Name of Trust:** Illinois Hospital Association  
Pension Trust

**Name and Address of Trustees:** Fidelity Management Trust Company  
82 Devonshire Street  
Boston, Massachusetts 02109

**Name, Address and Telephone Number of Plan Administrator:** Illinois Hospital Association  
1151 East Warrenville Road  
P. O. Box 3015  
Naperville, Illinois 60566  
(630) 276-5400



## **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan administrator 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 plan 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. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that 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.

## **Assistance with Your Questions**

If you have any questions about the plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.