

SUMMARY PLAN DESCRIPTION

OF

ILLINOIS HOSPITAL ASSOCIATION RETIREMENT SAVINGS PLAN

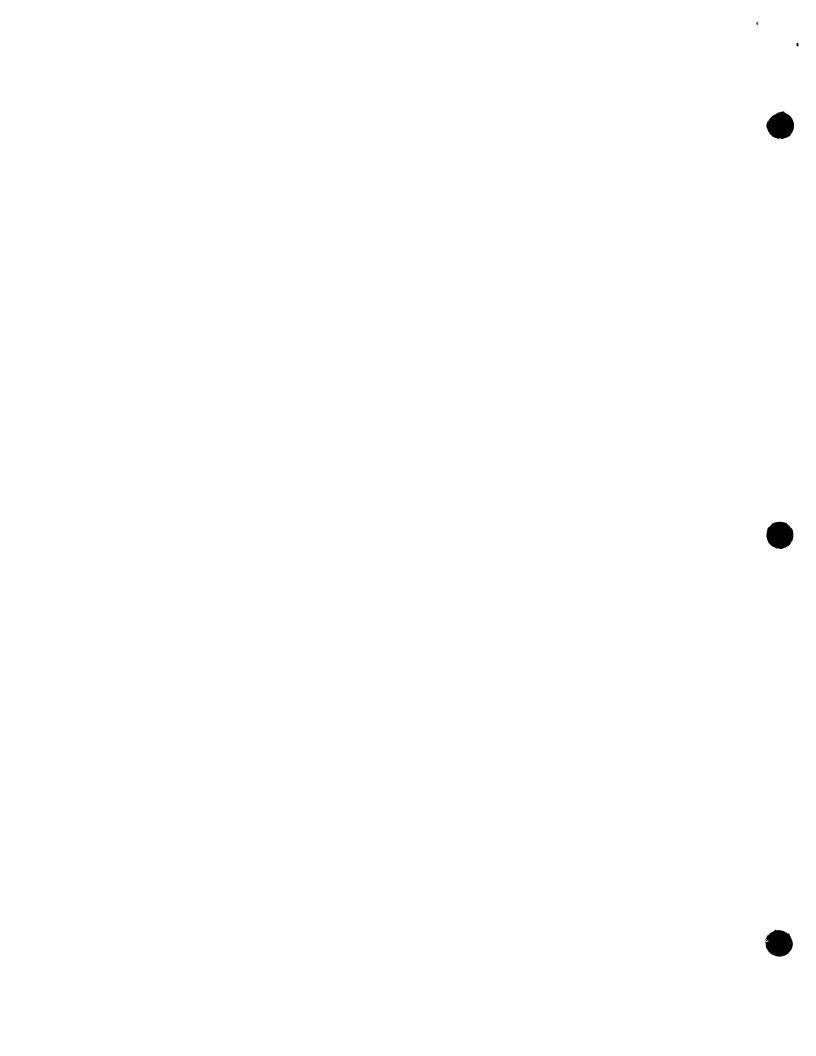


Table of Contents

<u>I</u>	Page
INTRODUCTION	1
PLAN ADMINISTRATION	1
ELIGIBILITY	1
CONTRIBUTIONS TO THE PLAN	
Salary Deferral Contributions	
Catch-up Contributions	
Employer Contributions	3
Rollover Contributions	3
YOUR ACCOUNTS	4
INVESTMENT OF YOUR ACCOUNTS	
Investment Funds	
Investment Fund Elections and Transfers	4
DISTRIBUTION OF YOUR ACCOUNTS	5
Distributions Following Death	5
Distributions Upon Service Termination	5
Timing of Benefit Payments	5
Deferring Payment Beyond Age 65	6
IN-SERVICE WITHDRAWALS	6
In-Service Withdrawals After Age 59-1/2	6
Hardship Withdrawals of Salary Deferral Contributions	6
PLAN LOANS	7
REEMPLOYMENT	8
FEDERAL LAW LIMITATIONS	8
TAX CONSEQUENCES OF PARTICIPATING IN THE PLAN	8
CLAIMS PROCEDURE	8
OTHER IMPORTANT INFORMATION	
No Guarantee of Benefit Amount	
1 to Guarantee of Denem / Infount	/

	Right to Amend or Terminate Plan	10
	Benefits Not Assignable	10
	No Guarantee of Employment	10
	Benefits to Minors and Incompetents	10
	Adopting Employers	10
	TIFYING INFORMATIONR RIGHTS UNDER ERISA	
1001	Receive Information About Your Plan and Benefits	
	Prudent Actions by Plan Fiduciaries	12
	Enforce Your Rights	12
	Assistance with Your Questions	12

ILLINOIS HOSPITAL ASSOCIATION RETIREMENT SAVINGS PLAN

INTRODUCTION

The Illinois Hospital Association ("IHA") maintains the Illinois Hospital Association Retirement Savings Plan (the "plan") to provide you with an opportunity to accumulate funds for your retirement. As a participant in the plan, you are eligible to make pre-tax contributions to the plan. You may also be eligible to share in employer contributions to the plan. All contributions to the plan are placed in a trust fund and are invested in the plan's designated investment funds at your direction.

While IHA sponsors the plan, employees of HealthCare Associates Credit Union also participate in the plan, and any subsidiary or affiliate of IHA may, with IHA's consent, adopt the plan for the benefit of its eligible employees. Any organization that participates in the plan is referred to in this summary as an "employer."

This summary plan description explains your benefits, rights and obligations under the plan. This document is intended only as a general summary of the basic provisions of the plan and is not a substitute for the official plan document. The actual terms of the plan are contained in the plan document which contains legal terms with precise meanings. Should there be any unintended conflict between this plan summary and the legal plan document, the terms of the plan document will control. No rights or benefits for employees will exist under this plan summary unless the rights or benefits exist under the terms of the plan document. The legal plan document on which this summary is based can be obtained on written request from the plan administrator whose name and address is listed at the close of this summary. There will be a small charge for copying the document.

PLAN ADMINISTRATION

The plan is administered by IHA (the "plan administrator"). The plan administrator formulates and carries out all rules necessary to operate the plan, makes decisions regarding the interpretation or application of plan provisions, and determines all questions as to the rights, benefits, or eligibility of employees, participants, and beneficiaries. The plan administrator has full authority to act in its discretion when carrying out the provisions of the plan. Any decision made by the plan administrator in good faith is final and binding on all parties. Benefits under the plan will be paid only if the plan administrator, or its delegate, determines in its sole discretion that you or your beneficiary are entitled to them. The plan is administered on the basis of a plan year that is the 12-month period ending each December 31.

ELIGIBILITY

If you are currently a participant in the plan, your participation will continue as long as you are an eligible employee under the plan. Otherwise, you will become eligible to participate in the plan on the first January 1 or July 1 (occurring on or after the first anniversary of your date of hire) on which you meet the following requirements:

- 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

Salary Deferral Contributions

You are not required to contribute any amount to the plan. However, you may elect to make pre-tax contributions (called "salary deferral contributions") in a specified dollar amount to the plan. Under the Internal Revenue Code, salary deferral contributions are limited to \$15,500 in 2007. This limit may be adjusted in future years to account for increases in the cost of living. You will receive an election form from the plan administrator on which you must indicate whether you wish to make such contributions, and the amount you wish to contribute to the plan.

If you elect to make salary deferral contributions, the amount you elect to contribute to the plan is subtracted from each paycheck you receive. Because your contributions are not paid to you as compensation, you pay no federal or Illinois income tax on them until they are distributed to you from the plan. However, you do pay Social Security taxes on salary deferral contributions. Any interest or other earnings on your salary deferral contributions will not be taxable to you until distributed from the plan.

The term "compensation" for plan purposes means your total cash compensation for services rendered including bonuses, commissions and overtime pay (before reductions for salary deferral contributions and pre-tax contributions to the plan or any other 401(k) plan, a 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.

You may discontinue your salary deferral contributions effective as of the first day of any pay period following the date you file the necessary form with the plan administrator. You may change the amount of your salary deferral contributions (but not retroactively), or resume such contributions after they have been discontinued, effective as of any January 1 or July 1 by filing an election change form which can be obtained from the plan administrator. The plan administrator will furnish you with forms for making these elections and will establish administrative rules relating to the time for filing these forms.

Each plan year, the percentage of salary deferral contributions of higher-compensated employees is limited by a certain percentage of the salary deferral contributions made by all other employees. This limit is imposed under the Internal Revenue Code. If the plan administrator determines that the percentage of salary deferral contributions of higher-compensated employees will exceed this limitation, excess salary deferral contributions made by higher-compensated employees may be reduced or refunded to the extent necessary for the plan to meet this limitation.

Catch-up Contributions

If you become age 50 or older during the year and are making the maximum contribution allowable under the plan or by law, you will be eligible to make an additional salary deferral contribution, called a catch-up contribution, to the plan each year. In 2007, the maximum catch-up contribution allowed is \$5,000. This maximum may be adjusted in future years. Any catch-up contributions that you make will be credited to your salary deferral contribution account.

Employer Contributions

Beginning on the first January 1 or July 1 after you have completed 2 years of service, you are eligible to share in employer contributions to the plan each calendar quarter. The plan defines a year of service as a calendar year in which you complete at least 1,000 hours of service.

If you are eligible to share in the employer contribution, your employer will make an additional contribution to the plan in an amount equal to 3.45 percent of your compensation up to the Social Security Taxable Wage Base, as defined in the tax code. 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 retire, die or terminate employment for other reasons during the calendar quarter, you will still share in the employer contribution for that calendar quarter, but your contributions will be based on your compensation actually earned as of your termination date. The amount of this contribution may be changed in the future.

Rollover Contributions

You may make a rollover contribution to this plan of certain types of distributions from: (i) another tax-qualified retirement plan, (ii) an annuity contract under Section 403(b) of the Internal Revenue Code, or (iii) an individual retirement account if such account includes only amounts (plus earnings) that were rolled over from another tax qualified retirement plan to this plan. Special rules apply, and you should contact the plan administrator if you are eligible to receive or have received a distribution from one of the three sources listed above.

The amounts you rollover are always fully vested and nonforfeitable. The plan administrator will provide you with information if you wish to make a rollover contribution to the plan.

YOUR ACCOUNTS

If you choose to make salary deferral contributions and catch-up contributions, an account called a "salary deferral contribution account" will be established in your name by the plan administrator. Upon your becoming eligible for employer contributions under the plan, an "employer contribution account" will also be established in your name. If necessary, the plan administrator may establish other accounts in your name from time to time. Your accounts will be invested in one or more investment funds in accordance with your directions. The balance in your accounts will reflect the fair market value of the investment funds in which they are invested. You will receive a statement reflecting the value of your accounts as soon as practicable after each calendar quarter.

INVESTMENT OF YOUR ACCOUNTS

Investment Funds

The plan administrator selects the investment funds which are available under the plan for investment of your account balances. No investment funds other than those funds designated under the plan are available for investment of your plan accounts. Monies earned by the investments you direct - interest, dividends, or value appreciation - are reflected as increases in the value of your accounts, and any losses or depreciation in the value of the investments you direct are reflected as decreases in the value of your accounts.

The plan administrator will inform you of the investment funds available under the plan. Investment funds may be added or terminated at any time in the discretion of the plan administrator. You will be notified of any change in the investment funds available under the plan. The plan administrator can provide you with more information on the investment funds which are available under the plan.

The plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act ("ERISA") and Section 2550.404c-1 of the Code of Federal Regulations, which means that you are responsible for your investment decisions under the plan. The plan fiduciaries (such as the plan administrator and the trustee) are not liable for any losses incurred as a result of your selection among the investment funds under the plan. You may request certain financial information about the available investment funds, such as a list of the assets held in each fund, information on the annual operating expenses of the investment funds, copies of prospectuses and other financial reports provided to the plan, information on 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 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

In the event of your death, payment of all of the amounts credited to your accounts under the plan will be made on your behalf. If you are married, all of your account balances will be paid to your surviving spouse, unless you have designated another beneficiary and your spouse has consented to the designation. Your beneficiary is the person designated by you in writing to receive your benefits under the plan upon your death. Any consent by your spouse must be in writing and witnessed by a notary public or a plan representative. Unless the spousal consent expressly permits subsequent beneficiary designations without spousal consent, you may not change the beneficiary designation without your spouse once again consenting to the change. It is important that you complete and file a beneficiary designation form with the plan administrator. 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. If you should die, the latest beneficiary designation on file with the plan administrator will control unless you have a surviving spouse who did not consent in writing to the beneficiary. If there is no spousal consent, your spouse will receive the death benefits paid by the plan.

Distributions Upon Service Termination

You are always fully vested in, or have a nonforfeitable right to, the amounts credited to your accounts (as adjusted from time to time to reflect earnings, losses, appreciation or depreciation). You will receive all of your account balances in the event your employment terminates. If your account balances exceed \$1,000, your accounts may not be distributed to you before you reach age 65 without your written consent. For as long as you have accounts held under the plan, your accounts will continue to be adjusted to reflect the investment experience of the various investment funds in which the accounts are invested in the same manner as the accounts of active participants. Should you terminate employment and decide to leave your accounts in the plan, no further employer contributions will be credited to the accounts and you will not be eligible to make further contributions on your own behalf.

Timing of Benefit Payments

Your benefits will normally be paid within a reasonable time after the first to occur of the following events:

- your retirement on or after reaching age 65;
- your early retirement on or after reaching age 55 and completing 10 or more years of service, but prior to reaching age 65;

- your disability retirement at any age if you are determined to be totally disabled under the Federal Social Security Act and you are receiving Social Security disability payments; or
- termination of your employment.

Payments will be made in a single lump sum. You may elect to roll over the lump sum payment directly to another qualified retirement plan, if permitted by the other plan, or to an individual retirement account.

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.

IN-SERVICE WITHDRAWALS

In-Service Withdrawals After Age 59-1/2

After you reach age 59½, you may elect to withdraw all of your account balances under the plan. Partial withdrawals are not permitted. In order to make an in-service withdrawal after age 59½, you must file a withdrawal form with the plan administrator.

Hardship Withdrawals of Salary Deferral Contributions

You may withdraw all or a portion of your salary deferral contributions (but not investment earnings after 1988) and any employer contributions credited to your account, provided the amount withdrawn is necessary to meet an immediate and heavy financial need and you have no other reasonably available resources to meet such financial need, as determined by rules established by the plan administrator. However, you also must first withdraw or borrow any amounts available to you from this (or any other) plan for reasons other than financial hardship. Employer contributions must be withdrawn before the withdrawal of any salary deferral contributions. The five specific situations which qualify for hardship withdrawals are:

- medical expenses incurred or to be incurred by you, your spouse, or your
 dependents which are not reimbursed by insurance and which are tax deductible
 under the Internal Revenue Code;
- costs directly related to the purchase of your principal residence (but not regular mortgage payments);
- payment of tuition for the next 12 months of post-secondary education for you, your spouse, or your dependents;

- preventing eviction foreclosure on or eviction from your principal residence; or
- payment of burial or funeral expenses for your deceased parent, spouse, or dependents.

You may withdraw only the amount necessary to meet the immediate and heavy financial need, plus amounts needed to pay any income taxes or penalties reasonably expected to result from the withdrawal (as determined under rules established by the plan administrator). Before you receive a hardship withdrawal, you must file with the plan administrator the form designated for this purpose and receive the approval of the plan administrator. Upon receipt of the hardship withdrawal, you cannot make salary deferral contributions for a period of 12 months.

PLAN LOANS

While you are actively employed, you may request in writing a loan secured by your account balances. The loan amount cannot be more than the lesser of: \$50,000 or one-half your account balances reduced by any outstanding loan balance within the last 12-month period. You must request a loan of at least \$1,000, and you may only have one loan from the plan at any time. You may request a loan only for one of the following reasons:

- medical expenses incurred or to be incurred by you, your spouse, or your dependents which are not reimbursed by insurance and which are tax deductible under the Internal Revenue Code;
- costs directly related to the purchase of your principal residence (but not regular mortgage payments);
- payment of tuition for the next 12 months of post-secondary education for you, your spouse, or your dependents;
- preventing eviction from or foreclosure on the mortgage on your principal residence; or
- payment of burial or funeral expenses for your deceased parent, spouse, or dependents.

Loans are repaid through payroll deductions and will bear interest at the rate of Prime Rate plus 1 point. The loan repayment period must be five years or less. If you terminate employment with an outstanding loan, you must repay the loan within 90 days, or your loan will default. Upon default, the plan will charge the entire amount of the unpaid balance against your account balances and issue you and the IRS a statement of a taxable plan distribution.

REEMPLOYMENT

If you were eligible to participate in the plan when your employment ended, you can immediately resume participation on the date you are rehired. Otherwise, you must meet the eligibility rules under the plan if you terminate employment and are then reemployed.

FEDERAL LAW LIMITATIONS

The Internal Revenue Code provides a number of limitations on the amount of contributions that can be made to your accounts during each plan year. For example, the amount of your annual salary deferral contributions is limited to a specified dollar amount (see page 2). The majority of the remaining legal limitations apply to higher compensated employees. However, the total amount of contributions that can be made to one or more plans during a plan year on behalf of any participant is limited to the lesser of: (i) \$45,000 (as adjusted for cost-of-living increases when permitted by law) or (ii) 100% of your total earnings paid in the plan year.

TAX CONSEQUENCES OF PARTICIPATING IN THE PLAN

Contributions made by you or your employer to the plan are not taxed to you when made, and earnings on these contributions are not taxed to you when earned by the plan or credited to your plan accounts. However, distributions to you or your beneficiary after your retirement, death, or other termination of employment generally are taxed to you or your beneficiary when payment is received. In some situations, you may defer income to a later date by rolling over a distribution to an individual retirement account or other qualified plan. Unless you roll over the distribution, a penalty tax generally 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 receive, upon request and free of charge, access to and copies of all documents, records and other information relevant to the benefit claim, and (iv) a statement regarding your right to bring a civil action under Section 502(a) of ERISA following a denial on appeal.

After exhaustion of the plan's claims procedures, any further legal action taken against the plan or its fiduciaries by you or your beneficiary for benefits under the plan must be filed in a court of law no later than 120 days after the plan administrator's final decision regarding the claim. No action at law or in equity may be brought to recover benefits under this plan until the above administrative appeal rights have been exercised and the plan benefits requested in such appeal have been denied in whole or in part.

OTHER IMPORTANT INFORMATION

Tax Considerations

No Guarantee of Benefit Amount

The plan is a defined contribution plan, which means that benefits you receive are based upon your account balance. The plan does not guarantee a specific benefit amount to participants; the amount of your benefit depends on the contributions to your account and on investment gains or losses. The plan is not insured by the Federal Pension Benefit Guaranty Corporation ("PBGC"), since by federal law the PBGC insures only defined benefit (pension) plans.

Right to Amend or Terminate Plan

IHA reserves the right to amend or terminate the plan at any time, subject to the plan's provisions and applicable laws. Such amendment or termination will be made by resolution of IHA's board of trustees or by a committee or person authorized by the trustees. In the event of any significant changes or termination, you will be notified.

Benefits Not Assignable

Generally, no one can take away your plan accounts, and you cannot give or sell your accounts to someone else or use them. Also, your creditors cannot claim your accounts to satisfy debts. However, your plan accounts may be attached for certain federal tax settlements, or in a divorce settlement the court may issue a "qualified domestic relations order" instructing the plan to pay all or part of the value of your accounts to an "alternate payee," at some time in the future. An alternate payee could be your spouse, former spouse, child, or dependent. Participants and beneficiaries can obtain without charge a copy of the procedures that apply to a qualified domestic relations order from the plan administrator.

No Guarantee of Employment

Participation in the plan is on a voluntary basis and is no guarantee of continued employment.

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 Retirement Savings Plan

Plan Number: 002

Name and Address Illinois Hospital Association of Plan Sponsor: 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 Retirement Savings 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

Agent for Service of

Legal Process:

Plan administrator, but service may also be made upon the plan

trustee.

Type of Plan: Defined contribution, 401(k), and ERISA Section 404(c) plan

Plan Year: The 12-month period ending on December 31. The plan's records

are kept on a plan year basis.

Plan Funding: The plan is funded by both employer and employee contributions.

Contributions are held in a trust.

YOUR RIGHTS UNDER ERISA

As a participant in the plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive Information About Your Plan and Benefits

ERISA provides that all plan participants shall be entitled to:

• Examine, without charge, at the employer's offices, all plan documents, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain copies of all plan documents, and copies of the latest annual report (Form 5500 Series) and updated summary plan description, upon written request to the plan administrator. The plan administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish you with a copy of this summary annual report.
- Obtain an annual statement of your account under the plan. You must request this statement in writing, but it will be provided free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of the plan. The persons 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 the employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

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 con-tact 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.

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