

**SUMMARY PLAN DESCRIPTION**  
**FOR MEMBERS OF THE**  
**DETROIT POLICE BENEFIT AND**  
**PROTECTIVE ASSOCIATION**

AS OF 1/1/2004

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## **SUMMARY PLAN DESCRIPTION**

This is a Summary of your benefits from the Detroit Police Benefit and Protective Association, and reflects the amendments to the Articles as adopted by the Members effective as of January 1, 2004.

IT IS PREPARED WITH THE DETAIL THE GOVERNMENT REQUIRES. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND, YOU SHOULD CONTACT THE SECRETARY-TREASURER OF THE ASSOCIATION. ALSO, SINCE THIS IS A SUMMARY, YOU SHOULD KNOW THAT IF THIS DOCUMENT SAYS ANYTHING THAT DISAGREES WITH THE ARTICLES OF ASSOCIATION, THE TERMS OF THE ARTICLES ARE THE ONES THAT MUST BE FOLLOWED.

### **TYPE OF PLAN**

The benefits provided under the Articles constitute a welfare benefits plan which provides Death and Disability Benefits, as well as a Return of Assessments to Members.

### **ELIGIBILITY**

All Members of the Association participate in the Plan.

The rules for becoming a Member of the Association and for termination of membership are as follows:

**Eligibility.** Membership in the Association is limited to sworn Police Officers of the Detroit Police Department who have been regularly appointed in accordance with the provisions of the Charter of the City of Detroit and the rules and regulations of the Police Department.

**Application for Membership.** Any person, after entering the Police training school and prior to taking the oath of office, or, upon proof of physical and mental fitness satisfactory to the Board of Trustees at any time within 2 years after the date of his or her appointment, may apply for membership in the Association. He or she will be accepted as a Member upon payment of the same amount of assessments as were levied since his or her appointment against other Members of the Association entitled to a similar level of benefits, plus 6% interest from the date such assessments otherwise would have been due.

**Continuation of Membership During Periods While Not Employed.** A Member who severs his or her employment with the Police Department may continue his or her membership under the following circumstances:

1. Any Member who has been retired from the Police Department of the City of Detroit in accordance with the retirement policies of that Department may continue his or her membership so long as he or she complies with the Articles of Association and pays all assessments required by the Articles of Association.

2. Any Member who has paid all assessments for a period of 15 years or more may continue his or her membership after severance of his or her employment so long as he or she complies with the Articles of Association and pays all assessments required by the Articles of Association.
3. If a Member leaves the Detroit Police Department for military service, maternity leave, suspension or layoff he or she has the following options:
  - (a) The Member may continue payment of regular assessments during his or her absence. If he does, his or her Membership will be continued during his or her absence. If the Member later returns to service with the Detroit Police Department, his or her Membership continues as though he or she never left the Detroit Police Department. If the Member's leave is terminated by severance of his or her official connection with the Detroit Police Department, the provisions of the paragraph entitled "Termination of Membership" below will apply, as of the date of such severance.
  - (b) The Member may discontinue payment of assessments during his or her absence. If he does, he or she shall have his or her Membership suspended and shall not be eligible for benefits during the period of absence. If he or she returns to service with the Detroit Police Department, he or she will be reinstated as a Member if he or she complies with either of the following:
    - (i) If, during a period of not less than 90 days following his or her return to service or, if greater, a period equal to the term of his or her leave from the Detroit Police Department, but in no event for a period greater than 2 years from the date of his or her return to service, he or she pays all assessments which have been levied against other Members entitled to a similar level of benefits during the entire period of his or her absence, plus 6% interest from the date the assessments otherwise would have been due, he or she shall be fully reinstated as a Member as of the date such assessments are fully paid and shall be entitled to a similar level of benefits as those Members who never left the Detroit Police Department; or
    - (ii) If the Member so elects within 180 days of his or her return to service (or, if later, September 1, 1985 for Members returned to service after May 30, 1984 and prior to March 1, 1985), on a form provided by the Association, he or she will be reinstated as a Member without repayment of assessments which have been levied against other Members during his or her absence, but if he or she so elects, then the period during which the Member did not pay the assessments (with interest, if not timely paid), shall not be counted for purposes of determining:

- (I) the number of years of service completed by the Member in calculating the amount of his or her Disability Benefits; and
  - (II) when the Member has completed 25 years of payment of assessments to the Association, and has completed 40 years of payment of assessments to the Association; and
  - (III) the number of years of assessments remaining to be paid in determining the amount of his or her Death Benefits.
4. When a Member who severs his or her official connection with the Detroit Police Department for any other reason whatsoever is later reappointed or reinstated as a Member of the Department, he or she will be reinstated as a Member if he or she pays, within 90 days of such reinstatement, all assessments which have been levied against other Members entitled to a similar level of benefits during his or her absence, plus 6% interest from the date the assessment otherwise would have been due.

**Termination of Membership.** A Member shall, upon severing his or her employment with the Police Department for any reason whatsoever, except as provided in "Continuance of Membership During Periods While Not Employed" above, and as described in "Disability Benefits" below, terminate his or her membership and forfeit all rights and claims, including rights to any monies paid into the Association. In addition, a Member who voluntarily relinquishes his or her membership by nonpayment of assessments for 6 months from the date due, shall forfeit all rights accruing to himself or herself and his or her heirs or beneficiaries.

## **BENEFITS**

The Plan provides Death Benefits and Disability Benefits. In addition, the Association will make a Return of Assessments under conditions below specified.

The terms of these Death Benefits, Disability Benefits and Return of Assessments are as follows:

**Death Benefits.** Upon the death of any Member of the Association, the amount set forth below will be paid to his or her beneficiaries. However, if the Member received endowment benefits under the prior Articles or disability benefits or a return of assessments from the Association as provided below, the amount received will be deducted from the amount of the Death Benefits to be paid to said beneficiaries upon the death of the Member. In the case of the \$7,000.00 benefit payable under Section B(I) below, no such deduction shall be made.

**Section A.** If the death of the Member occurs after December 31, 1979 and the Member was not retired or otherwise separated from employment with the City of Detroit Police Department before April 1, 1973, the amount paid to his or her beneficiaries shall be determined based upon the number of years after

December 31, 1979 during which the Member would have been required to pay assessments under the Articles, assuming he or she survived, as follows:

<u>Number of Years of Assessments Remaining to be Paid on 12/31/79</u>	<u>Amount</u>
Over 15 years	\$15,000.00
14 years	\$14,800.00
13 years	\$14,600.00
12 years	\$14,400.00
11 years	\$14,200.00
10 years	\$14,000.00
9 years	\$13,800.00
8 years	\$13,600.00
7 years	\$13,400.00
6 years	\$13,200.00
5 years	\$13,000.00
4 years	\$12,800.00
3 years	\$12,600.00
2 years	\$12,400.00
1 year	\$12,200.00
0 years	\$12,000.00

If on or after July 1, 1992, the death of any Member entitled to a Death Benefit under this Section A occurs in the line of duty, as determined by the Detroit Police Department, the amount of Death Benefit paid to such Member's beneficiaries will be increased by \$7,500.00.

**Section B.** If the death of the Member occurs after December 31, 1979, and the Member retired or otherwise separated from employment with the City of Detroit Police Department on or after September 1, 1963 and prior to April 1, 1973 :

- (1) If the Member had not attained 40 years of membership in the Association prior to April 1, 1973, then the amount paid to his or her beneficiaries is \$7,000.00 without deduction of Disability Benefits or return of assessments.
- (2) If the Member had attained 40 years of membership in the Association prior to April 1, 1973, the amount paid to his or her beneficiaries is \$8,000.00.

**Section C.** If the death of the Member occurs after December 31, 1979, and the Member retired or otherwise separated from employment with the City of Detroit Police Department before September 1, 1963, then the amount paid to his or her beneficiaries is \$5,000.00.

**Section D.** If death of the Member occurred prior to January 1, 1980, the amount is as specified in the Articles as in effect on the date of death.

The Board of Trustees is entitled to offset against any Death Benefits, for deaths which occur on or after July 1, 1992, its reasonable costs for all attorney fees and litigation expenses which the Association incurs in the resolution of any dispute which arises because of an improper beneficiary designation, or which arises over the issue of who is a proper beneficiary of such Death Benefits.

**Disability Benefits.** If any Member is disabled before having paid assessments to the Association for a period of 25 years, and such Member is placed upon the super-annuated rolls of the Detroit Police Department as a result of such disability, he will be paid a lump sum Disability Benefit based upon the number of years of service he or she has completed, according to the following schedule:

<u>Number of Years of Service Completed</u>	<u>Lump Sum Disability Benefit</u>
20 years or more but less than 25 years	\$4,000.00
15 years or more but less than 20 years	\$3,000.00
10 years or more but less than 15 years	\$2,000.00
5 years or more but less than 10 years	\$1,000.00
Less than 5 years	\$ 500.00

If a Disability Benefit is paid, the amount of the Disability Benefit shall be charged against the Death Benefit to be paid to such Member as provided in the Articles except in the case of the \$7,000.00 benefit payable under Section B(1) of "Death Benefits" above.

**Return of Assessments.** On the date on which a Member has paid assessments to the Association for 25 years, there will be returned to such member the amount of the assessments paid by such Member without interest. A Member will not be paid less than the amount he or she otherwise would have been paid as an Endowment under the Articles of Association as in effect on December 31, 1979. Further, the amount of any Disability Benefit previously paid to a Member will be deducted from such payment.

If a return of assessments is made, the amount returned will be charged against the Death Benefit to be paid to the Member as provided in "Death Benefits" above, except in the case of the \$7,000.00 benefit payable under Section B(1) above.

### **BENEFICIARIES**

One of the primary purposes of the Association and the Plan is to provide for the welfare of Members' families in the event of death of Members. Therefore, you may only designate as your beneficiary(ies) one or more of the following persons: your spouse; child or children; child or children by legal adoption; or a trust created for their exclusive benefit. Only if none of these persons are living may you designate one or

more of the following: your parent(s); parent(s) by legal adoption; blood relative; or your estate. If, when you die, no beneficiary has been named, the person named is not living, or the person named does not meet the above-described qualifications, your benefits will be paid to your estate, if your death occurs prior to July 1, 1992, or, if your death occurs on or after July 1, 1992, to the following in the order named:

1. Your then living widow or widower;
2. Your then living children and issue of any deceased children (including children and other issue legally adopted) in equal shares by right of representation;
3. Your then living father and mother equally or to the survivor (including parents by legal adoption);
4. Your then living brothers and sisters equally;
5. Your then living nephews and nieces equally;
6. Your estate.

Benefits are payable to your beneficiary(ies) at the earliest date at which sufficient funds are available.

If a dispute occurs because you designated a beneficiary who does not meet the above-described qualifications, the Association will deduct from any death benefits payable on your behalf, all attorneys fees and other litigation costs of the Association that it incurs due to your improper beneficiary designation.

### **CONTRIBUTIONS AND FUNDING**

The benefits provided by the Plan are paid for out of the general assets of the Association. The Association obtains its funds to provide the benefits offered by the Plan in part through monthly assessments paid by you and the other active and retired Members. The amount of the assessment you pay is now \$18.55 per month unless you were on the super-annuated rolls of the Detroit Police Department prior to April 1, 1973, and, if so, you may pay a lesser amount determined by the date you were placed on the rolls. If you have separated from service with the Department, but have continued your membership in the Association, your assessment is determined by the date of your separation. In any event, the Association will advise you of the actual amount of your assessment and it will be deducted from your salary if you are an active Member or from your pension if you are a retired Member. Your assessments will end on the last day of the month in which you have completed 40 years of payment of assessments. The Association, by amendment of its Articles, may increase assessments.

The Association is also funded by the activities which it sponsors from time to time.



## **LOSS OF BENEFITS**

Except as described below, you will forfeit all rights and claims to benefits, including any assessments paid into the Association, if you terminate your employment with the Detroit Police Department for any reason or if you terminate your membership in the Association (see "Eligibility" above for information regarding continuing your membership if you no longer are employed by the Police Department). Except as provided in the section entitled "Eligibility," you will also forfeit all rights and claims to benefits if you fail to pay your assessments for a period of 6 months and, as described in "Beneficiaries" above, you could lose part of your death benefits for payment of the Association's attorneys fees and litigation costs, if you name a non-qualified beneficiary.

## **ADMINISTRATION**

The Plan is controlled, managed and administered by the Board of Trustees and the officers of the Association to whom the Board may from time to time delegate responsibilities. The Board is the named fiduciary of the Plan. The Board has the authority to select an investment manager or trustee to invest Association assets, to make rules, to decide questions of eligibility for benefits and to see that you receive your benefits. At the present time, Comerica Bank-Detroit, Detroit, Michigan, is the trustee of the Association's assets and selects Plan investments.

The Board of Trustees has exclusive jurisdiction to decide all questions regarding the application or interpretation of the Articles of Association, in its sole discretion, including but not limited to resolving all claims for benefits. All decisions of the Board of Trustees are final and binding on the Association, the Members and retirees and any beneficiaries and claimants under the Articles of Association.

## **AMENDMENT AND TERMINATION**

The terms of the Plan are set forth in the Articles of Association of the Association. The Articles and the terms of the Plan setting forth your benefits may be amended, modified or repealed by a majority of votes cast by mail ballot of Members of the Association, after authorization of the proposed amendment, modification or repeal by a majority vote of the Board of Trustees then in office. The proposed change will be adopted if 2/3 of the Members voting vote in its favor, provided a majority of the total membership has voted. If the Plan should terminate, the assets of the Plan would be distributed as agreed to by the vote of the Members agreeing to terminate the Plan.

## **CLAIMS AND CLAIMS REVIEW PROCEDURE**

If you (or your beneficiary, if you are deceased) believe you are entitled to any benefits from the Plan, you should call, visit or write to the Secretary-Treasurer of the Association for assistance in obtaining your benefits without making a formal claim.

If you desire, you may also make a formal claim to receive benefits. The initial claim for benefits should be written and personally delivered or mailed, certified mail, return receipt requested, to the Detroit Police Benefit and Protective Association, Attention:

Secretary-Treasurer, New Center One, 3031 W. Grand Blvd., Ste. 405, Detroit, MI 48202.

1. **Claims Procedure.**

A. **How to File.** The Plan has a Claims Procedure. If you disagree with any action taken by the Association regarding your right to benefits, your initial claim should state your name and address, the specific basis for your claim, specific reference to Plan provisions upon which you base your claim, and any additional materials that you desire to present.

B. **Time for Review.** The Association or its delegate will promptly review your claim and unless it determines that an extension of time for processing the claim is necessary, will furnish you with written or electronic notice of its decision within a reasonable time, but normally not later than 90 days after receipt of the claim by the Plan.

If the Association determines that an extension of time for processing the claim is necessary, written or electronic notice of the extension (including the special circumstances requiring the extension) will be furnished to you prior to the termination of the initial 90 days period. Normally, the extension will not exceed a period of 90 days from the end of the initial period.

There is an exception to the normal rules if the issue for review is whether you are disabled for purposes of receiving a Disability Benefit under the Plan (a "Disability Claim"). If the Claim is a Disability Claim, the notice of the Association's decision is to be provided within a reasonable period of time, but not later than 45 days after receipt of the Claim. If the Association determines that an extension of time for processing a Disability Claim is necessary due to matters beyond the control of the Plan, written notice of the extension will be furnished to you prior to the termination of the initial 45 day period. The extension period will not exceed 30 days from the end of the initial 45 day period. If prior to the end of the first 30 day extension period the Association determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within the extension period, the period may be extended for up to an additional 30 days. The Association, prior to the expiration of the first 45 day period, and prior to the expiration of the first 30 day period, as applicable, will notify you of the circumstances requiring each extension and the date by which the Association expects to render a decision. Each notice of extension will specifically explain the standards upon which entitlement to the benefit is based, the unresolved issues preventing a decision, and the information needed to resolve those issues. You will be given at least 45 days to provide any information needed to resolve the unresolved issues.

The time for making a benefit determination will be tolled from the date on which a notification of an extension is sent to you that requests additional information, until the date on which you respond to the request for additional information.

C. **Benefit Determination.** You will be advised if the determination is favorable. If the Association's determination is adverse (i.e., a denial, reduction, or termination of a

benefit, or a failure to provide or pay a benefit in whole or in part (an "Adverse Benefit Determination"), the Association will provide you written or electronic notice of the following:

- The specific reason or reasons for the Adverse Benefit Determination.
- Specific reference to the pertinent Plan provision upon which the Adverse Benefit Determination is based.
- A description of any additional material or information necessary for you to perfect your Claim, and an explanation of why such material or information is necessary.
- A copy of the Plan's Claims Review Procedure, the time limits applicable to such procedure, and a statement of your right to bring a civil action under ERISA following an Adverse Benefit Determination on review.
- If the Adverse Benefit Determination is for a Disability Claim:
  - If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that an internal rule, guideline, protocol, or other similar criterion was relied upon and that a copy of that internal rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

D. **Authorized Representatives.** Your authorized representative may act on your behalf in pursuing benefit Claims and requests for review of an Adverse Benefit Determination.

## **2. Claims Review Procedure-Request for Review of an Adverse Benefit Determination.**

A. **How to File.** You have 60 days (180 days in the event of a Disability Claim) after receipt of written or electronic notification of an Adverse Benefit Determination to request review of the determination. The following will apply to any request you make for review of an Adverse Benefit Determination:

- You will have the opportunity to submit written comments, documents, records, and other information relating to your Claim.
- You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your Claim.
- In its review, the Association will take into account all comments, documents, records, and other information relating to the Claim submitted by you without regard to whether the information was submitted or considered in the initial benefit determination.
- For any Disability Claim:
  - The review will not give deference to the initial Adverse Benefit Determination and will be considered by an appropriate named fiduciary of the Plan, as determined by the Association or its delegate, who is neither the individual who made the Adverse Benefit Determination nor a subordinate of that individual.
  - In reviewing an Adverse Benefit Determination that is based in whole or in part on a medical judgment, the named fiduciary designated by the Association or its delegate will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
  - The medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Adverse Benefit Determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
  - The health care professional engaged for purposes of consultation will be an individual who was neither consulted in connection with the Adverse Benefit Determination nor a subordinate of that individual.

B. **Time for Review.** Unless the Association determines that special circumstances (e.g., need to hold a hearing) require an extension of time for processing the claim, the Association will make its decision within a reasonable time but not later than 60 days (45 days for a Disability Claim) after it receives an application for review. If the Association determines that an extension of time for processing the claim is required, it will provide you with written notice of the extension prior to the expiration of the initial 60 day period. The extension will not be longer than 60 days (45 days for a Disability Claim) from the end of the initial period. The extension notice will indicate the specific

circumstances necessitating the extension and the date by which the Association expects to render the determination on review.

If the Association or its delegate holds regularly scheduled meetings at least every quarter, instead of following the above schedule for a Claim other than a Disability Claim, it may make a benefit determination no later than the date of the meeting that immediately follows the request for review, unless the request is filed within 30 days preceding the date of the meeting, in which case the benefit determination will be made not later than the date of the second meeting following receipt of the request for review. If special circumstances (e.g., a request for a hearing) require a further extension, a benefit determination will be rendered not later than the third meeting of the Association or its delegate following the request for review. If an extension is required, the Association or its delegate will provide you, prior to commencement of the extension period, with written notice of the extension describing the special circumstances and the date by which the benefit determination will be made. If the Association follows the time limits described in this paragraph, it will notify you of the benefit determination as soon as possible, but not later than five days after the benefit determination is made.

C. **Tolling of the Review Period.** The period of time within which a benefit determination on review is to be made begins when you file your request in accordance with the Plan's Claims and Claims Review Procedures, without regard to whether all of the information necessary to make a benefit determination on review accompanies the filing. If the period is extended as permitted due to your failure to submit information necessary to decide your Claim, the period will stop running from the date the notification of the extension is sent to you until the date you respond to the request for additional information.

D. **Determination.** The Association will provide you with written or electronic notification of its benefit determination on review.

If an Adverse Benefit Determination is made on review of your claim, the notification you receive from the Association will set forth:

- The specific reason or reasons for the Adverse Benefit Determination.
- Specific reference to the pertinent Plan provision upon which the Adverse Benefit Determination is based.
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information that are relevant to your Claim for benefits.
- A statement that you have the right to bring an action under Section 502(a) of ERISA.

- The following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.”
- If the Adverse Benefit Determination is for a Disability Claim:
  - If an internal rule, guideline, protocol, or other similar criterion was relied on in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that an internal rule, guideline, protocol, or other similar criterion was relied upon and that a copy of that internal rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

E. **Finality of Decision.** The decision of the Association or its delegate shall be final and binding upon you and the Plan upon your receipt of the decision of the Association or its delegate on review.

F. **Limitations on Claims.** You must follow the Claims and Claims Review Procedures set forth in this Summary Plan Description before taking action in any other forum regarding a Claim for benefits under the Plan. This limitation on suits for benefits shall apply in any forum where you initiate such suit or legal action.

## **ERISA RIGHTS**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits:**

Examine, without charge, at the office of the Association, all documents governing the Plan, including 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, upon written request to the Secretary-Treasurer, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500

Series) and updated summary plan description. The Secretary-Treasurer may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Secretary-Treasurer is required by law to furnish each Participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries:**

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the 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 may 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 a copy of Plan documents or the latest annual report 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 Association 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 Association. 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 your Plan, you should contact the Secretary-Treasurer of the Association. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Secretary Treasurer of the Association, 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.

### **MISCELLANEOUS**

**Association.** The Association's address is New Center One, 3031 W. Grand Blvd., Ste. 405, Detroit, MI 48202.

**Plan Administrator.** The Plan Administrator is the Association, New Center One, 3031 W. Grand Blvd., Ste. 405, Detroit, MI 48202, (313) 870-9301.

**Plan Identification Numbers.** The Internal Revenue Service has assigned the Detroit Police Benefit and Protective Association the Employer Identification Number 38-1207801. The Association has assigned the Plan the number 001. When writing about the Plan, identify it both by name (the Detroit Police Benefit and Protective Association Plan) and by the above 2 numbers.

**Plan Year.** The records for the Plan are kept on a calendar year basis ending each December 31.

**Legal Service.** Service of Process can be made upon the designated agent for service, Detroit Police Benefit and Protective Association, Attention: Secretary-Treasurer, New Center One, 3031 W. Grand Blvd., Ste. 405, Detroit, MI 48202. The telephone number is (313) 870-9301. In addition, service of legal process may be made on the Board of Trustees of the Association at the same address and telephone number. The Plan Administrator is the Association.

**Further Information.** If there is anything in this booklet which you do not understand, contact the Secretary-Treasurer Office. Since the Association has established the Plan for your benefit, we want to make sure you fully understand all of your rights to a benefit.