SUMMARY PLAN DESCRIPTION

KAISER ALUMINUM
SALARIED RETIREES VEBA PLAN

January 1, 2017

NOTE:

The information contained in this Summary Plan Description provides a limited description of the relevant provisions of the Kaiser Aluminum Salaried Retirees VEBA Plan ("VEBA Plan"). In the event of any conflict between the provisions of the official Plan document and the information contained in this Summary Plan Description, the provisions of the official Plan document shall control. The official Plan document is available for your review at the offices of the Plan Administrator and you may request a copy from the Third Party Administrator for a nominal charge.

The Board of Trustees intends to maintain the VEBA Plan indefinitely, but is under no obligation to continue the VEBA Plan and can amend or terminate the Plan at any time by a vote of the Board of Trustees.

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

Page

About the VEBA Plan

♦ ***Name and Purpose***. The Kaiser Aluminum Salaried Retirees VEBA Plan ("VEBA Plan") has been established to provide welfare benefits for eligible retirees of Kaiser Aluminum Corporation, Kaiser Aluminum & Chemical Corporation, and their subsidiaries and affiliates ("Kaiser") and for their eligible spouses and dependents.

♦ ***History***. Kaiser terminated all salaried retiree medical and life insurance benefits during its reorganization proceedings under the U.S. Bankruptcy Code. These benefits were terminated subject to the provisions of an Amended and Restated Settlement Agreement dated as of January 9, 2006 ("Settlement Agreement") approved by the Bankruptcy Court. The Kaiser Aluminum Salaried Retirees VEBA ("VEBA") was created as contemplated by the Settlement Agreement. The VEBA is a voluntary employees' beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code of 1986 ("Code"). The VEBA is a type of trust ("Trust") formed for the purpose of providing medical benefits. The Trust was created as of May 31, 2004, and is overseen by certain salaried retirees of Kaiser ("Trustees" or "Board of Trustees") and U.S. Bank ("Corporate Trustee"). The Board of Trustees adopted the VEBA Plan as of May 31, 2004.

♦ ***Sponsorship and Administration***. The Board of Trustees is the sponsor of the VEBA Plan ("Plan Sponsor") and is the administrator of the VEBA Plan ("Plan Administrator"). Kaiser is not a sponsor of the VEBA Plan and has no role in the administration of the VEBA Plan. Kaiser is obligated, however, to make certain contributions to the Trust and to pay a certain portion of the administrative costs incurred in the operation of the Trust and the VEBA Plan as provided under the Settlement Agreement. See *Contributions by Kaiser* and *Reimbursement of Administrative and Operating Expenses by Kaiser* below.

The Corporate Trustee receives all contributions to the Trust. Under the direction of the Board of Trustees, the Corporate Trustee invests the proceeds received, disburses funds to cover the administrative costs of the Trust and the VEBA Plan, and disburses funds to pay benefits, if and when benefits are distributed under the VEBA Plan.

The Board of Trustees has engaged a professional employee benefit plan administrator ("Third Party Administrator") to carry out a majority of the tasks associated with the day-to-day administration of the VEBA Plan, such as maintenance of a list (furnished initially by Kaiser) of persons eligible to participate in the VEBA Plan, distributing and receiving enrollment and benefit materials, creating and maintaining a list of persons enrolled in the VEBA Plan and entitled to benefits, if any, paid under the VEBA Plan, receiving and validating benefit payment requests (if and when the Board of Trustees declares benefits payable under the VEBA Plan), issuing benefit payment checks, and responding to inquiries.

♦ ***Type***. The VEBA Plan is intended to qualify as a medical reimbursement plan within the meaning of Section 105 of the Code and a welfare benefit plan within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974 (ERISA).

♦ ***Amendment and Termination.*** The Board of Trustees intends to maintain the VEBA Plan indefinitely, but is under no obligation to continue the VEBA Plan and can amend or terminate

the VEBA Plan at any time by a vote of the Board of Trustees.

- ***Other Information Concerning the VEBA Plan.***

  - The address of the Third Party Administrator

    Delta Fund Administrators, LLC
    P.O. Box 2308
    Stockton, CA 95201-2308
    Telephone: Toll-Free (888) 344-8322
    Email: VEBA@deltafund.com

    Except as otherwise noted in *ERISA Rights* and *COBRA Rights* below, all inquiries concerning the VEBA Plan and its provisions, including eligibility to participate in the VEBA Plan, enrollment in the VEBA Plan, benefit claims, and other VEBA Plan matters should be addressed to the Third Party Administrator at the above mailing or e-mail address and telephone number.

  - The address of the VEBA Plan Sponsor, VEBA Plan Administrator, and the Trustees is:

    Trustees of the Kaiser Aluminum Salaried Retirees VEBA
    Trucker Huss, APC
    One Embarcadero Center, 12th Floor
    San Francisco, CA 94111
    Telephone: (415) 788-3111

  - The employer identification number (EIN) of the VEBA Plan Sponsor is 68-6244507.

  - The VEBA Plan number is 501.

  - The effective date of the VEBA Plan is May 31, 2004 (Effective Date).

  - The VEBA Plan Year begins on January 1st and ends on December 31st.

  - The Agent for Service of Legal Process is:

    Trustees of the Kaiser Aluminum Salaried Retirees VEBA
    c/o Mary Powell, Director
    Trucker Huss, APC
    One Embarcadero Center, 12th Floor
    San Francisco, CA 94111
    Telephone: (415) 788-3111

Eligibility to Participate in the VEBA Plan

- ***Retirees.***

Former salaried employees of Kaiser who began to accrue credited service ("Credited Service") with Kaiser under the Kaiser Retirement Plan prior to February 1, 2002 and who meet the requirements for "Normal Retirement," "Full Early Retirement," "Early Retirement," "Thirty Years Retirement," or "Active Death Retirement" and have at least 10 years of Credited Service as of their retirement date ("Retirement Date") are eligible to participate in the VEBA Plan as a retiree ("Retiree"). The terms "Normal Retirement," "Full Early Retirement," "Early Retirement," "Thirty Years Retirement," and "Active Death Retirement" are as defined as follows:

- *Normal Retirement.* The term "Normal Retirement" means retirement elected by the Retiree under the Kaiser Aluminum Salaried Retirees Retirement Plan at any time after the last day of the month in which his or her 62nd birthday occurred.

- *Full Early Retirement.* The term "Full Early Retirement" means involuntary retirement by the Retiree under the Kaiser Aluminum Salaried Retirees Retirement Plan at less than age 62, either (i) at age 55 or more with 10 years or more of Pension Service (as such term is defined in the Kaiser Aluminum Salaried Retirees Retirement Plan), or (ii) as a combination of age plus years of Pension Service of 70 or more.

- *Early Retirement.* The term "Early Retirement" means retirement by the Retiree under the Kaiser Aluminum Salaried Retirees Retirement Plan at less than age 62, either (i) at age 55 or more with 10 years or more of Pension Service, or (ii) as a combination of years of age plus years of Pension Service of 70 or more.

- *Thirty Years Retirement.* The term "Thirty Years Retirement" means retirement by the Retiree under the Kaiser Aluminum Salaried Retirees Retirement Plan prior to age 62 with at least 30 years of Credited Service.

- *Active Death Retirement.* The term "Active Death Retirement" means the death of an active salaried employee of Kaiser Aluminum & Chemical Corporation or Kaiser Aluminum Corporation, or any of their respective subsidiaries or affiliates, with 10 years or more of Pension Service at the time of his or her death.

Such terms have essentially the same meanings as those terms had under the Kaiser Retirement Plan. Former employees of the Bellwood plant (Bellwood Employees), who were salaried Kaiser employees prior to February 1, 2002, must additionally accrue at least 10 years of service as required by the Kaiser retiree medical plan. Credited Service includes service as an hourly employee, so long as such employee was salaried on February 1, 2002 (or, if earlier, at the time of retirement).

A Retiree is either a current Retiree ("Current Retiree") or a future Retiree ("Future Retiree") under the VEBA Plan. A Current Retiree is a Retiree who was eligible for retiree medical benefits from Kaiser on May 31, 2004 (the "Effective Date" of the VEBA Plan), or would have

been eligible for those benefits if he or she had not died on or prior to the Effective Date. A Future Retiree is a Retiree whose Retirement Date occurs after the Effective Date.

A Retiree who returns to work for Kaiser will cease to be eligible as of his or her rehire date, and for the duration of re-employment. In the event that an individual returns to service with Kaiser on or after February 1, 2002, Retirement Date shall refer only to the initial date of termination of employment. Retirees who have returned to work with Kaiser will again become eligible upon terminating employment with Kaiser.

- ***Spouses.***

  - *Spouses of Current Retirees.* The spouse of a Current Retiree ("Current Retiree Spouse") is eligible to participate in the VEBA Plan provided that he or she was covered, waived coverage, or was otherwise offered coverage in writing as of the Effective Date as that Current Retiree's spouse under a retiree medical plan sponsored by Kaiser. If the Current Retiree died on or before the Effective Date, his or her Current Retiree Spouse is eligible to participate in the VEBA Plan if such Current Retiree Spouse was covered, waived coverage, or was otherwise offered coverage in writing as the surviving spouse of the Current Retiree. Eligibility for participation in the VEBA Plan for a Current Retiree Spouse is subject to the limitations set forth below under *Limitations on Spousal Eligibility.*

  - *Spouses of Future Retirees.* The spouse of a Future Retiree is eligible to participate in the VEBA Plan provided that the Future Retiree has attained his or her Retirement Date and that he or she was covered, waived coverage, or was otherwise offered coverage in writing as that Future Retiree's spouse ("Future Retiree Spouse") under a retiree medical plan sponsored by Kaiser. In the alternative, a Future Retiree Spouse will be eligible for participation in the VEBA Plan if he or she would have been covered or received a written offer of coverage under a retiree medical plan sponsored by Kaiser had the Future Retiree's Retirement Date occurred on or before the Effective Date. Eligibility for participation in the VEBA Plan for a Future Retiree Spouse is subject to the limitations set forth below under *Limitations on Spousal Eligibility.*

  - *Limitations on Spousal Eligibility.* To be eligible to participate in the VEBA Plan as a Current or Future Retiree Spouse, he or she must generally have been legally married to the Current or Future Retiree prior to the 1st day of the month following the Current or Future Retiree's Retirement Date, or otherwise meet the requirements set out above. A Current or Future Retiree Spouse ceases to be eligible to participate in the VEBA Plan as a Current or Future Retiree Spouse in the event of (a) a divorce or legal separation from the Current or Future Retiree, (b) the Current or Future Retiree's death, unless the surviving Current or Future Retiree Spouse was legally married to the Current or Future Retiree for at least the full 12-month period prior to the Current or Future Retiree's death, or (c) a remarriage of the surviving Current or Future Retiree Spouse. Individuals who marry a Current Retiree after the Effective Date and individuals who marry a Future Retiree on or after the Future Retiree's Retirement Date are not eligible to participate in the VEBA Plan.

  - *Surviving Spouses.* Upon the death of a Retiree, the surviving spouse has the same eligibility rights to participate in the VEBA Plan as the Retiree had prior to his or her death provided that he or she otherwise continues to qualify for participation in the VEBA Plan as a Current Retiree Spouse or a Future Retiree Spouse. In order to be a surviving spouse, you must

have been married to the Retiree for at least 12 months before his or her death.

- ***Dependents.***

  - *Children of Current Retirees.* A Dependent Child of a Current Retiree (as defined below) is eligible to participate in the VEBA Plan provided (a) that he or she was covered, waived coverage or otherwise received a written offer of coverage as of the Effective Date as a dependent under a retiree medical plan sponsored by Kaiser, and (b) that he or she is principally supported by the Current Retiree and/or the Current Retiree's Spouse, except that a Dependent Child between the ages of 19 and 26 does not require such support, if they do not have access to other group health care insurance coverage.

  - *Children of Future Retirees.* A Dependent Child of a Future Retiree is eligible to participate in the VEBA Plan provided (a) that he or she was covered, waived coverage or otherwise received a written offer of coverage as a dependent under a retiree medical benefit plan sponsored by Kaiser on the Future Retiree's Retirement Date (or, in the event that the retiree medical benefit plan is discontinued or terminated after the Effective Date of the VEBA Plan, would have been so covered had the retiree medical benefit plan not been so discontinued or terminated), and (b) that he or she is principally supported by the Future Retiree and/or the Future Retiree's Spouse, except that a Dependent Child between the ages of 19 and 26 does not require such support, if they do not have access to other group health care insurance coverage.

  - *Dependent Children.* A Dependent Child ("Dependent Child") for purposes of the VEBA Plan means (a) a blood descendent of the first degree, (b) a legally adopted child (including a child living at home during any period of probation), (c) a step-child who is living in the household of the Retiree or the Retiree's surviving spouse, (d) a child related to the Retiree or the Retiree's surviving spouse by blood or marriage who is living in the household of the Retiree or the Retiree's surviving spouse, and (e) a child for whom the Retiree or the Retiree's surviving spouse is the child's legal guardian. In the event that a Dependent Child is orphaned at any time by virtue of the death of a Retiree and a Retiree's spouse, the Dependent Child shall continue to be eligible to participate in the VEBA Plan until his or her eligibility is terminated. See *Termination of Eligibility as a Dependent* below.

  - *Termination of Eligibility as a Dependent Child.* A Dependent Child <u>who is not disabled</u> ceases to be eligible to participate in the VEBA Plan at age 26 or, while between ages 19 and 26, gains access to other group health care insurance coverage. A Dependent Child <u>who is disabled</u> ceases to be eligible to participate in the VEBA Plan on the later of (a) the date on which he or she ceases to be disabled, and (b) the date on which he or she would have been ineligible if he or she had not been disabled (i.e., reaching age 26, or, while between ages 19 and 26, gaining access to other group health care insurance coverage).

  - *Disabled Children.* A Dependent Child is considered to be disabled if the Dependent Child is incapable of self-support because of a disabling sickness or injury that began prior to age 19, provided that (a) the Dependent Child was covered as a dependent under a Kaiser-sponsored retiree medical benefit plan on the day before his or her 19th birthday (or would have been so covered as a dependent had his or her birthday occurred on the Effective Date), and (b) the Dependent Child was, on the day before his or her 19th birthday, so disabled as to be incapable of

performing any self-sustaining employment.

- *Newborn and Adopted Children.* A Dependent Child born after the Effective Date or placed in the home of a Retiree or the Retiree's surviving spouse for adoption by the Retiree or the Retiree's surviving spouse after the Effective Date shall be eligible to participate in the VEBA Plan while such Dependent Child is a dependent of the Retiree or the Retiree's surviving spouse.

♦ ***Cessation of Eligibility***. Notwithstanding any other provisions of the VEBA Plan, you will cease to be eligible to participate in the VEBA Plan upon the earliest of the following events (a) death, (b) a decree of divorce or legal separation from a Retiree (in the case of a spouse), (c) the date of remarriage (in the case of a surviving spouse); (d) termination of eligibility (in the case of a Dependent Child), (e) failure to satisfy such enrollment requirements as the VEBA Plan Administrator or the Third Party Administrator may require from time to time in order to remain a participant in the VEBA Plan, (f) failure to pay required contributions (if any) on a timely basis, (g) a date specified by the Plan Administrator due fraud or misrepresentation on the part of a Retiree, spouse or Dependent Child, (h) termination of an eligible class, or (i) termination of the VEBA Plan.

Contributions and Funding

♦ ***Contributions by Kaiser***. Kaiser is required to make certain limited variable annual contributions under a retiree insurance profit sharing plan established as provided in the Settlement Agreement. Such contributions, if earned, depend entirely on Kaiser's profitability as a reorganized company and certain other factors. Such contributions are limited to a maximum of $2.9 million in any year.

♦ ***Reimbursement of Administrative and Operating Expenses by Kaiser***. Kaiser is required under the Settlement Agreement to reimburse the Trust for a portion of the administrative and operating expenses of the Trust and the VEBA Plan not to exceed $36,250 in any year.

♦ ***Sources of Funding and Funding Limitations***. The limited contribution and reimbursement obligations of Kaiser, together with the income received from the investment and/or sale of assets held by the Trust are expected to be the sole sources of funding for the Trust and the VEBA Plan.

These sources of funding may or may not be adequate for the payment of benefits on a sustained basis or for the discharge of all expenses incurred in connection with the administration and operation of the Trust and the VEBA Plan. You should not expect the Trust or the VEBA Plan to provide regular benefits, or any at all, and you should therefore not count on receiving such benefits and should plan accordingly.

♦ ***Contributions by Participants***. You are not required to make any contributions to the Trust or the VEBA Plan at the present time in order to participate in the VEBA Plan. The Board of Trustees may amend the VEBA Plan at any time, however, to provide for such contributions and may condition your future ability to participate in the VEBA Plan upon the making of such contributions. In the event you elect to receive COBRA continuation coverage under the VEBA Plan, you will be required to make certain premium payments for that coverage. See *COBRA*

Rights and *What is COBRA Continuation Coverage?* below.

Enrollment Requirements

♦ ***Participation in the VEBA Plan.*** If you are eligible to participate in the VEBA Plan, you must first enroll in the VEBA Plan in order to become a participant ("Participant"). If you are not currently enrolled as a Participant in the VEBA Plan, you are not entitled to receive any benefits under the VEBA Plan.

♦ ***Enrollment Forms***. You should receive an enrollment form along with the initial distribution of this Summary Plan Description. If you did not receive an enrollment form or have lost it, you may request a copy from the Third Party Administrator at the address indicated in *Other Information Concerning the VEBA Plan* above. The enrollment form may be used to enroll all eligible family members in the VEBA Plan at the same time or to enroll one or more eligible family members individually. The enrollment form must be completed with all of the required information for each individual being enrolled in the VEBA Plan and it must be returned to the Third Party Administrator at the above address. If the enrollment form is not properly completed with respect to any individual, that individual cannot be enrolled in the VEBA Plan as a Participant until the missing information is supplied.

♦ ***Designation and Function of a Family Unit Representative***. On the enrollment form you will be requested to designate a person to represent all of the Participants in your family ("Family Unit Representative"). Generally, this will be the Retiree or the Retiree's surviving spouse if they are competent to act in that capacity, but, if they are not, an adult child of the Retiree or a conservator, guardian or other legal representative may be designated to act as the Family Unit Representative. If a conservator, guardian or legal representative is the Family Unit Representative, a copy of the court order, official letter of appointment or power of attorney appointing the Family Unit Representative as conservator, guardian or legal representative must be filed with the Third Party Administrator. The Family Unit Representative deals with the Third Party Administrator and the VEBA Plan Administrator on behalf of all of the Participants in a family ("Family Unit") on all matters concerning the VEBA Plan, including the submission of benefit requests.

♦ ***Enrollment Periods***. Eligible individuals may be enrolled as Participants in the VEBA Plan at any time on or prior to December 31st in any Plan Year for that Plan Year. If you are not enrolled as a Participant for any Plan Year, you are not entitled to receive any benefits that are payable during or for that Plan Year. See *Participation in the VEBA Plan* above. **Once you have enrolled in the VEBA Plan you do not need to reenroll in the VEBA Plan for any subsequent Plan Year unless your enrollment in the VEBA Plan has been terminated by you and you elect to reenroll, or you have been disqualified from participation in the VEBA Plan and the reason for the disqualification no longer applies**.

♦ ***Enrollment Disqualification***. In the event that you become ineligible to participate in the VEBA Plan after you have enrolled as a Participant in the VEBA Plan, you will be disqualified from further participation in the VEBA Plan and your enrollment in the VEBA Plan will be discontinued. See *Cessation of Eligibility* above.

Benefits and Benefit Limitations

♦ ***Type of Benefits***. The only benefits that may be paid under the VEBA Plan are qualified benefits ("Qualified Benefits"). Qualified Benefits are reimbursements for amounts paid as health care premiums ("Health Care Premiums") for a Family Unit for a Plan Year in compliance with the requirements of Sections 105 and 501(c)(9) of the Code. Health Care Premiums are amounts paid to (a) an insurance company (including a policy purchased through a state exchange), (b) a health maintenance organization, or (c) an employer-sponsored health plan through payroll deduction on behalf of a Participant to obtain medical, prescription drug, dental and/or vision care benefits under a health care plan ("Health Care Plan") and/or premiums paid to an insurance company under a qualified long-term care insurance contract, up to an annual limit established by the Plan Administrator. This means Health Care Premiums paid pursuant to (i) any policy, plan or contract for the provision of medical, prescription drug, dental and/or vision care benefits that is issued, maintained or provided by any insurance company or health maintenance organization, (ii) Medicare, and (iii) any qualified Medicare supplemental policy or plan. Health Care Premiums include amounts paid for Medicare Part B and Part D coverage, for example, but do not include any co-payments or any payments of any co-insurance or deductible amounts required under a Health Care Plan. Health Care Premiums also do not include, for example, the cost of prescription drug discount cards, premiums paid for hospital or other types of indemnity insurance, premiums paid for disability insurance, or any portion of federal premium assistance received due to enrollment in a state exchange. In order to be reimbursable, Health Care Premiums must have been paid on a post-tax basis and not otherwise deducted on an individual's personal income tax return.

♦ ***Benefit Determinations and Payments***. The Board of Trustees will determine the amount and timing of the payment of Qualified Benefits, if any, under the VEBA Plan. For the purpose of paying any Qualified Benefits, all Retirees, spouses and Dependent Children will be grouped together in one Family Unit. Evidence of any Health Care Premiums paid for or on behalf of any Participant in the Family Unit for the Plan Year in question may be submitted to the Third Party Administrator for reimbursement up to the maximum Qualified Benefit amount per Family Unit set by the Board of Trustees for that Plan Year. No Qualified Benefit payments shall be made in reimbursement of Health Care Premiums that are paid by or on behalf of any member of a Retiree's Family Unit prior to that Retiree's Retirement Date. In order to receive payment of a Qualified Benefit, your Family Unit Representative must submit a request for reimbursement on behalf of the Family Unit ("Reimbursement Request") within the time period established by the Board of Trustees ("Reimbursement Request Period"). See *Reimbursement Requests and Reimbursement Request Periods* below.

♦ ***Reimbursement Requests and Reimbursement Request Periods***. If the Board of Trustees determines to pay a Qualified Benefit for a Plan Year, it will so notify Participants. The notice will include the maximum amount of the Qualified Benefit payable for that Plan Year, the Plan Year in which Health Care Premiums incurred by members of the Family Unit are eligible for reimbursement, and the length of the Reimbursement Request Period within which Reimbursement Requests must be filed.

Reimbursement Requests must be supported by evidence sufficient to prove to the Third Party Administrator or the VEBA Plan Administrator that the Reimbursement Request is

for qualified Health Care Premiums paid by or on behalf of Participants within the Family Unit during the Plan Year specified in the notice. **Reimbursement Requests must be submitted by the Family Unit Representative within the Reimbursement Request Period specified in the notice or all rights to receive a Qualified Benefit for that Plan Year (or any portion thereof not already claimed) shall expire and be forfeit.**

♦ ***Incomplete Documentation of Reimbursement Requests***. In the event of incomplete documentation of a Reimbursement Request for reimbursement of premiums for the year immediately preceding the year in which the incomplete Reimbursement Request is filed, the following rules will apply:

- For Reimbursement Requests filed prior to November 1 of the year following the year for which the claim is being made, the claimant must provide all required documentation no later than December 31 of the then current year**.**

- For Reimbursement Requests filed on or after November 1 of the year following the year for which the claim is being made, the claimant must submit all required documentation no later than 60 days from the date of the original incomplete submission.

♦ ***Overpayments.*** In the event that the Plan pays a Participant or beneficiary an amount exceeding an appropriate payment under the terms of the Plan, the Plan will demand repayment of such amounts. The Plan may recover such overpayment by any method, in the discretion of the Plan Administrator, including offset of a Participant's future benefit amounts.

♦ ***Non-Discriminatory Benefits.*** The benefits payable under the VEBA Plan shall be paid in a manner consistent with the non-discrimination requirements of Section 105 and Section 501(c)(9) of the Code.

♦ ***Benefit Limitations.***

The amount of cash that the Trust may have available for the payment of Qualified Benefits under the VEBA Plan, if any, or for the payment of administrative and operating expenses, if any, may vary substantially from year to year. You should not expect the Trust or the VEBA Plan to provide regular benefits, or any at all, and you should therefore not count on receiving such benefits and should plan accordingly.

The Board of Trustees intends to maintain the VEBA Plan indefinitely, but is under no obligation to continue the VEBA Plan and can amend or terminate the VEBA Plan at any time by a vote of the Board of Trustees. See *Amendment and Termination of the VEBA Plan* below.

VEBA Plan Administrator's Rights, Duties and Obligations

♦ ***Fiduciary Duties***. The Board of Trustees is a plan fiduciary ("Plan Fiduciary") for purposes of ERISA. The Board of Trustees will discharge its duties with respect to the VEBA Plan (a) solely in the interest of persons eligible to receive benefits under the VEBA Plan, (b) for the exclusive purpose of providing benefits to persons eligible to receive benefits under the VEBA

Plan and of defraying reasonable expenses of administering the VEBA Plan, and (c) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

♦ ***Designation of Other Administrators***. The Board of Trustees may designate any individual, partnership or corporation as an administrator to carry out its duties and responsibilities with respect to the administration of the VEBA Plan. Such designation shall be in writing and such writing shall be kept with the records of the VEBA Plan. The Board of Trustees has designated the Third Party Administrator for this purpose. See *Other Information Concerning the VEBA Plan* above.

♦ ***Interpretation of the VEBA Plan***. The Board of Trustees has the duty and authority to interpret and construe the VEBA Plan in regard to all questions of eligibility, the status and rights of any Participant under the VEBA Plan, and the manner, time and amount of payment of any benefits under the VEBA Plan.

♦ ***Rules and Procedures***. The Board of Trustees may adopt such rules and procedures as it deems desirable for the administration of the VEBA Plan, provided that any such rules and procedures shall be consistent with provisions of the VEBA Plan and ERISA.

♦ ***Amendment and Termination of the VEBA Plan*.** The Board of Trustees intends to maintain the VEBA Plan indefinitely, but is under no obligation to continue the VEBA Plan and can amend or terminate the VEBA Plan at any time by a vote of the Board of Trustees. In amending or terminating the VEBA Plan, the Board of Trustees cannot retroactively reduce the benefits to which a Participant is entitled prior to the termination or amendment.

Your Rights and Obligations

♦ ***Right to Appeal the Denial of a Claim***. You or the Family Unit Representative, as applicable must follow the procedures outlined below to appeal the denial of a claim for Qualified Benefits under the VEBA Plan.

o *Initial Claim Determination by the Third Party Administrator.* The Family Unit Representative should direct all questions concerning the payment of Qualified Benefits under the VEBA Plan to the Third Party Administrator. The Third Party Administrator has the right to deny a claim for Qualified Benefits if, in its judgment, payment would be inconsistent with the terms of the VEBA Plan and the Trust.

o *Notification of an Initial Claim Denial.* If the Third Party Administrator denies your claim for Qualified Benefits, it shall notify the Family Unit Representative accordingly, state the reason for the denial of benefits and provide the Family Unit Representative with a copy of the VEBA Plan's written Benefit Claim Review & Appeals Procedures ("Appeals Procedures"). The denial of benefits notification shall also include (a), if additional information or documentation is required, a description of the additional information or documentation necessary for the Family Unit Representative to properly complete the Reimbursement Request and an explanation as to why such information or documentation is necessary, (b) a reference to the specific VEBA Plan provision(s) or other VEBA Plan document(s) on which the decision is based, (c) an explanation of the VEBA Plan's applicable Appeals Procedures, and (d) your right to bring a civil action under ERISA Section 502(a). The denial of benefits notification shall be transmitted in a reasonable period of time following the Third Party Administrator's denial, but not more than 30 days following receipt of the Reimbursement Request, unless any material or information necessary to complete the Reimbursement Request has not been provided. This 30-day period may be extended by the VEBA Plan for up to an additional 15 days under certain circumstances. If any material or information necessary to complete the Reimbursement Request has not been provided, the Family Unit Representative will be afforded additional time within which to provide such material or information. In this event, the timing rules set out in *Incomplete Documentation of Reimbursement Requests*, above, will apply. The period of time within which a benefit determination is required to be made shall begin at the time a claim is received by the Third Party Administrator. However, if additional material or information necessary to substantiate the claim has been requested by the Third Party Administrator, the period of time in which a benefit determination must be made begins on the earlier of (a) the date upon which such additional material or information is provided, and (b) the expiration date of the period for providing such additional material.

o *Right to Appeal a Denial of Benefits.* Within 180 days after the receipt of the above claim denial, the Family Unit Representative, including an authorized representative, shall have a reasonable opportunity to appeal the benefit denial to the VEBA Plan Administrator for a full and fair review. The Family Unit Representative may (a) request a review by providing written notice to the VEBA Plan Administrator, (b) submit written comments, documents, records and other information relating to the Reimbursement Request, and (c) upon request, have reasonable access to and copies of all documents, records, and other information relevant to the Reimbursement Request and the denial of benefits notification.

o *Timing of an Appeal.* The period of time within which the VEBA Plan's determination is required to be made shall begin at the time an appeal is filed in accordance with the procedures of the VEBA Plan, without regard to whether all information necessary to make the determination accompanies the filing.

o *Full and Fair Review.* The VEBA Plan Administrator, as a Plan Fiduciary, shall take into account all comments, documents and other information submitted by or on behalf of the Family Unit Representative without regard to whether the information was submitted with the original Reimbursement Request and without deference to the original determination by the Third Party Administrator.

o *Decision.* The Board of Trustees as the VEBA Plan Administrator shall have final authority for adjudicating all claims and making a full review of the decision on such claims by the Third Party Administrator in accordance with the provisions of the VEBA Plan, other VEBA Plan document(s) and ERISA. The decision of the VEBA Plan Administrator shall be written and shall include specific reasons for the decision, with specific references and copies of the pertinent VEBA Plan provisions or other VEBA Plan document(s) on which the decision is based. You have a right to bring a civil action under ERISA Section 502(a) if your appeal is denied within one year of your receipt of the denial letter

o *Notice of Benefit Determination on Review.* Your Family Unit Representative will receive a notice of benefit determination on review. The notice of benefit determination on review shall be written in a manner calculated to be understood by you and, if your claim is denied, shall set forth (a) the specific reason(s) for the denial, (b) specific references to the pertinent VEBA Plan provisions on which the denial is based, including a copy of any VEBA Plan document(s) on which the decision is based, (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary, and (d) your right to bring a civil action under ERISA Section 502(a). The VEBA Plan Administrator shall notify the Family Unit Representative of the VEBA Plan's benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of the appeal.

♦ ***Right to Appeal the Denial of Eligibility***. You must follow the procedures outlined below to appeal the denial of eligibility as Participant under the VEBA Plan.

o *Initial Determination by the Third Party Administrator*. You should direct all questions concerning eligibility under the VEBA to the Third Party Administrator. The Third Party Administrator has the right to deny eligibility if, in its judgment, allowing eligibility would be inconsistent with the terms of the VEBA Plan and the Trust.

o *Notification of an Initial Denial of Eligibility.* If the Third Party Administrator denies your eligibility, it shall notify you accordingly, state the reason for the denial and provide you with a reference to the VEBA Plan's provision on which the denial was based. The denial of eligibility notification shall also include (a), if additional information or documentation is required, a description of the additional information or documentation necessary for you to perfect a claim for eligibility and an explanation as to why such information or documentation is necessary, (b) an explanation of the VEBA Plan's applicable Appeals Procedures, and (c) your right to bring a civil action under ERISA Section 502(a). The notification that eligibility has

been denied shall be transmitted in a reasonable period of time following the Third Party Administrator's denial, but not more than 30 days following receipt of the Enrollment Form. However, the Third Party Administrator may extend this by an additional 15 days when necessary due to circumstances beyond the control of the Plan. In addition, if any material or information necessary to perfect eligibility under the Plan has not been provided, you will have at least 45 days from receipt of the denial of eligibility to provide such material or information.

- *Right to Appeal a Denial of Eligibility*. Within 180 days after the receipt of the denial of eligibility, you or your authorized representative may submit a written request to review the denial to the VEBA Plan Administrator for a full and fair review. You may (a) request a review by providing written notice to the VEBA Plan Administrator, (b) submit written comments, documents, records and other information relating to eligibility, and (c) upon request, have reasonable access to and copies of all documents, records, and other information relevant to your eligibility and the denial of eligibility notification.

- *Timing of an Appeal.* The Plan Administrator will review appeals regarding eligibility denials no later than then next regularly scheduled Board of Trustees meeting, unless special circumstances merit an additional period of time. The Plan Administrator will provide notice to you if additional time will be needed.

- *Full and Fair Review.* The VEBA Plan Administrator, as a Plan Fiduciary, shall take into account all comments, documents and other information submitted by you without regard to whether the information was submitted with the original Enrollment Form and without deference to the original determination.

- *Decision.* As the VEBA Plan Administrator, the Board of Trustees shall have final authority for adjudicating all claims and making a full review of the decision on such claims in accordance with the provisions of the VEBA Plan, other VEBA Plan document(s) and ERISA. The decision of the VEBA Plan Administrator shall be written and shall include specific reasons for the decision, with specific references and copies of the pertinent VEBA Plan provisions or other VEBA Plan document(s) on which the decision is based. You have a right to bring a civil action under ERISA Section 502(a) if your appeal is denied within one year of your receipt of the Plan Administrator's final determination of ineligibility

♦ ***ERISA Rights***. As a Participant in the VEBA Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all VEBA Plan Participants shall be entitled to:

- *Receive Information About Your Plan and Benefits.*

Examine, without charge, at the VEBA Plan Administrator's office, all documents governing the VEBA Plan, and a copy of the latest annual report (Form 5500) filed by the VEBA Plan with the Employee Benefits Security Administration (EBSA) of the U.S. Department of Labor and available at EBSA's Public Disclosure Room.

Obtain, upon written request to the VEBA Plan Administrator, copies of documents governing the operation of the VEBA Plan, a copy of the latest annual report (Form 5500 Series), and a current Summary Plan Description. The VEBA Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the VEBA Plan's annual financial report. The VEBA Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report.

o *Continue Group Health Plan Coverage*. Under certain circumstances, you may have a right to continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the VEBA Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the VEBA Plan for the rules governing your COBRA continuation coverage rights.

o *Prudent Actions by Plan Fiduciaries.* In addition to creating rights for VEBA Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the VEBA Plan. The people who operate the VEBA Plan, called "fiduciaries" of the VEBA Plan, have a duty to do so prudently and in the interest of you and other VEBA Plan Participants and beneficiaries. No one may discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

o *Enforce Your Rights.* If your claim for a welfare 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 VEBA Plan documents or the latest annual report from the VEBA 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 VEBA 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 VEBA 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 VEBA Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a Federal court. If it should happen that plan fiduciaries misuse the VEBA 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.

o *Assistance with Your Questions.* If you have any questions about your VEBA Plan, you should contact the VEBA 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 VEBA Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration of the 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.

♦ ***COBRA Rights***. Under certain circumstances, you may have the right to elect to continue coverage under the Plan. In those limited situations, you will receive notice of those rights. The

right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

o *Introduction.* This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the VEBA Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

COBRA continuation coverage can become available to a Retiree's family members when they would otherwise lose group health coverage under the VEBA Plan. For additional information about your rights and obligations under the VEBA Plan and under Federal law, you should contact the Third Party Administrator.

o *What is COBRA Continuation Coverage?* COBRA continuation coverage is a continuation of VEBA Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed below. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A Retiree's spouse and Dependent Child could become qualified beneficiaries if coverage under the VEBA Plan is lost because of a qualifying event. Under the VEBA Plan, qualified beneficiaries who elect COBRA continuation coverage will be required to pay for COBRA continuation coverage at an annual premium equal to 102% of the VEBA Plan's cost of providing a benefit equal to the maximum Qualified Benefit for a Family Unit for that Plan Year.

If you are the spouse of a Retiree, you will become a qualified beneficiary if you lose your coverage under the VEBA Plan if you become divorced or legally separated from your spouse.

Dependent Children will become qualified beneficiaries if they lose coverage under the VEBA Plan because their parents become divorced or legally separated, or because the Child stops being eligible for coverage under the VEBA Plan as a Dependent Child (reaching age 26 or, while between ages 19 and 26, gaining access to other group health care insurance coverage).

o *When is COBRA Coverage Available?* The VEBA Plan will offer COBRA continuation coverage to qualified beneficiaries only after the VEBA Plan Administrator has been timely notified that a qualifying event has occurred.

o *You must Give Notice of Some Qualifying Events.* **In the event of a divorce or legal separation of a Retiree and his or her spouse or a Dependent Child's losing eligibility for coverage as a Dependent Child, you must notify the Third Party Administrator in writing within 60 days after the qualifying event occurs. Your notice must provide the type of qualifying event, the date of the qualifying event, and the name and address of the spouse or Dependent Child who underwent the qualifying event.** You must provide this notice to the Third Party Administrator at the address given below under *VEBA Plan Contact Information*.

o *How is COBRA Coverage Provided?* Once the Third Party Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is your divorce or legal separation, or a child losing eligibility as a Dependent Child, COBRA continuation coverage lasts for up to 36 months subject to the timely payment of premiums for such coverage.

- *If you have Questions*. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, visit the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) website at www.dol.gov/ebsa or call their toll-free number at 1-866-444-3272.

- *Keep Your VEBA Plan Informed of Address Changes.* **In order to protect your family's rights, you should keep the Third Party Administrator informed of any changes in the address of family members. You should also keep a copy, for your records, of any notices you send to the Third Party Administrator.**

- *VEBA Plan Contact Information.*

  Trustees of the Kaiser Aluminum Salaried Retirees VEBA Trust
  c/o Delta Fund Administrators, LLC
  P.O. Box 2308
  Stockton, CA 95201-2308
  (888) 344-8322
  VEBA@deltafund.com

Miscellaneous

♦ ***Qualified Medical Child Support Orders***. Participants in the VEBA Plan and their beneficiaries may obtain a copy of the procedures governing qualified medical child support order (QMCSO) determinations by the VEBA Plan, without charge, from the VEBA Plan Administrator.

♦ ***Beneficiaries***. If a Participant dies while an amount would still be payable under the Plan if the Participant had lived, absent any exception to the contrary, such amount will be paid in the following order:

- Participant's surviving spouse; if none, then
- Participant's surviving natural or adopted child (or children); if none, then
- Participant's surviving parents; if none, then
- Participant's surviving sibling(s); if none, then
- The executor or administrator of Participant's estate.

♦ ***Privacy of Information***. The VEBA Plan Administrator and/or the Third Party Administrator may be required to use or disclose protected health information that they receive in connection with the administration of the VEBA Plan. Federal regulations require the VEBA Plan Administrator to distribute a Notice of Privacy Practices that describes how medical information about you may be used or disclosed. Please see Appendix A at the end of this Summary Plan Description. A copy of the current Notice of Privacy Practices has been sent to you in a separate booklet. Additional copies may be obtained from the Third Party Administrator upon request.

♦ ***Obligation to Furnish Information***. Each individual who is eligible to participate in the VEBA Plan or who is enrolled in the VEBA Plan as a Participant shall, from time to time, upon request of The Board of Trustees or the Third Party Administrator, furnish to The Board of Trustees and/or the Third Party Administrator such data and information as The Board of Trustees and/or the Third Party Administrator shall require in the performance of its or their duties under the VEBA Plan.

As an individual claiming benefits under the VEBA Plan, you will be responsible for supplying, at such times and in such manner as the Board of Trustees and/or Third Party Administrator may require, written proof that the expenses were incurred or that the benefit is covered under the VEBA Plan. If the Board of Trustees and/or Third Party Administrator shall determine that you have not incurred a covered expense or that the benefit is not covered under the VEBA Plan, or if you have failed to furnish such proof as is requested, no benefits shall be payable to you under the VEBA Plan.

The Family Unit Representative and other Participants in the VEBA Plan should inform the Third Party Administrator promptly of any changes in their address. If the VEBA Plan is unable to contact you, you may lose benefits under the VEBA Plan for failure to receive timely notification of Qualified Benefit determinations by the Board of Trustees and for

failure to timely file the required Reimbursement Requests during the applicable Reimbursement Request Periods.

♦ ***Affordable Care Act***. This Plan is meant to be exempt from the market reform rules of the Patient Protection and Affordable Care Act (the "Affordable Care Act") as a retiree-only program. Medicare coverage prevents you from being eligible for a federal premium subsidy for any additional coverage you might purchase from the Marketplace. In addition, the Plan qualifies as minimum essential coverage, as that term is defined by Internal Revenue Code Section 5000A(f)(1)(B) and Treasury regulation 1.36B-2(c)(1). This means that enrollment in the Plan will prevent you, your spouse, or your Dependent Child from qualifying for any federal premium subsidy he or she might have otherwise qualified for due to purchase of coverage from the Marketplace.

* * * * * *

Appendix A

Notice of Privacy Practices

Notice of Privacy Practices

Your Information. Your Rights. Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

The Kaiser Aluminum Salaried Retirees VEBA Plan (Plan) is required by law to maintain the privacy of Protected Health Information (PHI) and to provide individuals with notice of our legal duties and privacy practices with respect to PHI. PHI is information that may identify you and that relates to your past, present or future physical or mental health or condition and related health care services. This Notice of Privacy Practices (Notice) describes how we may use and disclose PHI to carry out treatment, payment or health care operations and for other specified purposes that are permitted or required by law. This Notice also describes your rights with respect to PHI about you. At present, the Plan does not provide for treatment by or payment to health care providers.

The Plan is required to follow the terms of this Notice. We will not use or disclose PHI about you without your written authorization, except as describe in this Notice. We reserve the right to change our practices and this Notice, and to make the new Notice effective for all PHI we maintain. Upon request, we will provide any revised Notice to you.

Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

Our Uses and Disclosures

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and must say "yes" if you tell us you would be in danger if we do not.

Ask us to limit what we use or share

- You can ask us not to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say "no" if it would affect your care.

Get a list of those with whom we've shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you

- If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.
- We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **www.hhs.gov/ocr/privacy/hipaa/complaints/.**
- We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans.

Pay for your health services

We can use and disclose your health information as we pay for your health services.

Administer your plan

We may disclose your health information to your health plan sponsor for plan administration.

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html**.**

Help with public health and safety issues

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

Do research

We can use or share your information for health research.

Comply with the law

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or

funeral director

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

Respond to lawsuits and legal actions

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:
www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html**.**

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

Miscellaneous

- Effective Date: January 1, 2017
- VEBA Plan Privacy Office:

Delta Fund Administrators, LLC
P.O. Box 2308
Stockton, CA 95201-2308
Tel.: (888) 344-8322
Email: VEBA@Deltafund.com