

# **BENEFIT PLAN**

**Prepared Exclusively For  
Patriot Transportation Holding, Inc.**

**Retiree Life Insurance - Closed Class Of  
Employees Who Retired On Or After January  
1, 1986, But Prior To December 1, 2001 Other  
Than Virginia Concrete Employees**

**What Your Plan  
Covers and How  
Benefits are Paid**

**Aetna Life Insurance Company  
Booklet-Certificate**

This Booklet-Certificate is part of the Group Insurance Policy  
between **Aetna Life Insurance Company** and the Policyholder

**aetna**<sup>SM</sup>

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## Preface (GR-9N-02-005-01 FL)

Aetna Life Insurance Company (ALIC) is pleased to provide you with this *Booklet-Certificate*. Read this *Booklet-Certificate* carefully. The plan is underwritten by Aetna Life Insurance Company of Hartford, Connecticut (referred to as **Aetna**).

This *Booklet-Certificate* is part of the *Group Insurance Policy* between Aetna Life Insurance Company and the Policyholder. The *Group Insurance Policy* determines the terms and conditions of coverage. **Aetna** agrees with the Policyholder to provide coverage in accordance with the conditions, rights, and privileges as set forth in this *Booklet-Certificate*. The Policyholder selects the products and benefit levels under the plan. A person covered under this plan and their covered dependents are subject to all the conditions and provisions of the *Group Insurance Policy*.

The *Booklet-Certificate* describes the rights and obligations of you and **Aetna**, what the plan covers and how benefits are paid for that coverage. It is your responsibility to understand the terms and conditions in this *Booklet-Certificate*. Your *Booklet-Certificate* includes the *Schedule of Benefits* and any amendments or riders.

If you become insured, this *Booklet-Certificate* becomes your *Certificate of Coverage* under the *Group Insurance Policy*, and it replaces and supersedes all certificates describing similar coverage that **Aetna** previously issued to you.

Group Policyholder:	Patriot Transportation Holding, Inc.
Group Policy Number:	GP-284731-GI
Effective Date:	February 1, 2016
Issue Date:	October 5, 2016
Booklet-Certificate Number:	4



Mark T. Bertolini  
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company  
(A Stock Company)

## Important Information Regarding Availability of Coverage (GR-9N-02-005-02 FL)

No benefits are covered under this *Booklet-Certificate* in the absence of payment of current premiums subject to the *Grace Period* and the *Premium* section of the *Group Insurance Policy*.

Unless specifically provided in any applicable termination provision described in this *Booklet-Certificate* or under the terms of the *Group Insurance Policy*, the plan does not pay benefits for the loss of life or an **accident** incurred before coverage starts under this plan.

This plan will also not pay any benefits for any losses that start after coverage ends.

Benefits may be modified during the term of this plan as specifically provided under the terms of the *Group Insurance Policy* or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or elimination of benefits) apply to any losses that start on or after the effective date of the plan modification. There is no vested right to receive any benefits described in the *Group Insurance Policy* or in this *Booklet-Certificate* beyond the date of termination or renewal if the loss or **accident** happens on or after the effective date of the plan modification, but prior to your receipt of amended plan documents.

## **Coverage for You** (GR-9N-02-005-01 FL) (GR-9N-02-020-01 FL)

### **Life Insurance Coverage** (GR-9N-02-015-01)

A benefit is payable if you lose your life while coverage is in effect. Please refer to the *Life Insurance* section for more details about covered losses.

# Eligibility, Enrollment and Effective Date of Your Coverage

(GR-9N 29-005-02-FL)

Who Is Eligible

How and When to Enroll

When Your Coverage Begins

Throughout this section you will find information on who can be covered under the plan, how to enroll and what to do when there is a change in your life that affects coverage. In this section, "you", "your" and "yours" means the employee to whom this *Booklet-Certificate* is issued and whose insurance is in force under the terms of this group insurance policy.

## Who Is Eligible

Your employer determines the criteria that are used to define the eligible class for coverage under this plan. Such criteria are based solely upon the conditions related to your employment. **Aetna** will rely upon the representation of the employer as to your eligibility for coverage under this plan and as to any fact concerning such eligibility.

### Employees

You are eligible for coverage under this plan if:

- You are in an eligible class, as defined below; and
- You have reached your eligibility date.

### Determining if You Are in an Eligible Class (GR-9N-29-005-01-FL)

You are in an eligible class if:

- You are a retired employee of an employer participating in this plan, and you:
  - Retired before the effective date of this plan and were covered under the prior plan for life insurance coverage on the day before you retired; or
  - Were covered under this plan or another plan sponsored by your employer on the day before you retired; and
  - Retire under your employer's IRS-qualified retirement plan.

### Determining When You Become Eligible (GR-9N 29-005-02-FL)

You become eligible for the plan on your eligibility date, which is determined as follows.

#### On the Effective Date of the Plan

If you are in an eligible class on the effective date of your plan, your eligibility date is the effective date of the plan.

#### After the Effective Date of the Plan

If you are in an eligible class on the date of retirement, your eligibility date is the date you retire.

If you enter an eligible class after your date of retirement, your eligibility date is the date you enter the eligible class.

## **How and When to Enroll** (GR-9N-29-015-02 FL)

### **Initial Enrollment in the Plan**

You will be provided with plan benefit and enrollment information when you first become eligible to enroll. You will need to enroll in a manner determined by **Aetna** and your employer. To complete the enrollment process, you will need to provide all requested information.

You will need to enroll within 31 days of your eligibility date.

## **When Your Coverage Begins** (GR-9N-29-025-01 FL)

### **Your Effective Date of Coverage**

Your coverage takes effect on:

- The date you are eligible for coverage.

# Your Life Insurance Plan

(GR-9N 03-005 01 FL)

**Naming Your Beneficiary**

**Benefit Payments**

**Changing Your Elections**

Life insurance is an important component of your financial planning. The Life Insurance Plan pays a benefit to your beneficiary if you die while covered by the plan. Refer to the *Schedule of Life Insurance Benefits* for information about the plan's benefit. This section will help you understand the following:

- Naming a Beneficiary
- Payment of Benefits
- How to convert your coverage, and
- How to change coverage amounts

## How the Plan Works (GR-9N 03-005 01 FL)

### Naming Your Beneficiary

A beneficiary is the person you designate to receive life benefits if you should die while you are covered. You may name anyone you wish as your beneficiary. You may name more than one beneficiary. You will need to complete a beneficiary designation form, which you can get from your employer.

If you name more than one primary beneficiary, the life insurance benefits will be paid out equally unless you stipulate otherwise on the form. If you name more than one primary beneficiary and the amount or percentage of the payment to your primary beneficiaries does not equal 100% of your life insurance amount, the difference will be paid equally to your named primary beneficiaries.

You may change your beneficiary choice at any time by completing a new beneficiary designation form. Send the completed form to your employer or to **Aetna**. The beneficiary change will be effective on the date you sign a new beneficiary designation form.

Prior to your death, you are the only person who can name or change your beneficiary. No other person may change your beneficiary on your behalf, including, but not limited to, any agent under power of attorney, whether durable or non-durable, or other power of appointment.

**Aetna** pays life insurance benefits in accordance with the beneficiary designation it has on record. Any payment made before **Aetna** receives your request for a beneficiary change will be made to your previously designated beneficiary. **Aetna** will be fully discharged of its duties as to any payment made, if the payment is made before **Aetna** receives notification of a change in beneficiary.

### If Your Beneficiary Dies Before You

If one of your named primary beneficiaries dies before you, his or her share will be payable in equal shares to any other named primary beneficiaries who survive you. If you have named a contingent beneficiary, your contingent beneficiary will only be paid if all primary beneficiaries die before you.

If you have not named a primary or contingent beneficiary, or if the person you have named dies before you, payment will be made as follows to those who survive you:

- Your spouse.
- If there is no spouse, in equal shares to your children.
- If there is no spouse, or you have no children, to your parents, equally or to the survivor.

- If there is no spouse, or you have no children, or parents, in equal shares to your brothers and sisters.
- If none of the above survives, to your executors or administrators.

### **If Your Beneficiary Is a Minor**

The method of payment will differ if your beneficiary is:

- A minor; or
- Legally unable to give a valid release for payment of any Life Insurance benefit, in **Aetna's** opinion.

**Aetna** will issue (as permitted by applicable state law) the life insurance payment to:

- The guardian of your beneficiary's estate; or
- The custodian of the beneficiary's estate under the Uniforms Transfer to Minors Act; or
- An adult caretaker/legal guardian.

**Aetna** will be fully discharged of its duties as to the extent of the payment made. **Aetna** is not responsible for how the payment is used.

### **Conversion Benefit** (GR-9N 03-010 01)

A life conversion option may be available without a medical exam if you apply for it within 31 days of your loss of eligibility under the plan. For more information about the conversion provision, refer to the Conversion section.

### **Changes in Non-Contributory Coverage** (GR-9N 03-020 03)

An increase or decrease in the amount of your coverage as the result of a change in your rate of earnings, employment status, employee class, or benefit level will become effective on the date the change occurs as long as you are actively at work. If you are not actively at work on the date of the change, any increase will be postponed until you return to active work for one full day.

A retroactive change in your rate of earnings, status or classification will not change your coverage retroactively. Any resulting change in coverage will be effective on the date **Aetna** receives notice of the change, or as otherwise agreed upon between **Aetna** and your employer.

These rules do not apply to reductions in your coverage due to age or retirement. For more information, please refer to *When Life Insurance Amounts Are Reduced* section.

## **When Coverage Ends** (GR-9N-30-015-04)

Coverage under your plan can end for a variety of reasons. In this section, you will find details on how and why coverage ends, and how you may still be able to continue coverage.

### **When Coverage Ends for Retirees** (GR-9N-30-005-05 FL)

Your coverage under the plan will end if:

- The plan is discontinued;
- You voluntarily stop your coverage;
- The group policy ends;
- You are no longer eligible for coverage;
- You do not make any required contributions;
- You become covered under another plan offered by your employer;

It is your employer's responsibility to let **Aetna** know when your coverage ends. The limits above may be extended only if **Aetna** and your employer agree, in writing, to extend them.



# Converting to an Individual Life Insurance Policy (GR-9N 31-030-01 FL)

## Eligibility

You may be eligible to apply for an individual life insurance policy, called a conversion policy, if the group plan coverage for you ends because:

- Your employment was terminated;
- You are no longer in an eligible class; or
- Your coverage amount has been reduced because of the group policy age, pension or retirement reductions.

In these circumstances, an application for conversion can be completed and submitted to **Aetna** without providing proof of good health.

When life insurance ends because that part of the group contract ends or because that part of the group contract discontinues as to your employee class, and your life insurance has been in force under the group contract for at least 5 years in a row, the amount in force less the amount of any group life insurance for which the person becomes eligible within 31 days of the date coverage ended may be converted to an individual policy. The maximum amount that can be converted by each person is \$10,000.

## Features of the Conversion Policy

The amount of coverage in the conversion policy will be determined at the time of application. The policy will take into consideration:

- Your age,
- The group plan's policy value in force in the prior 5 year period and the current entitlement under the group plan,
- Aetna's available products at the time of application.

The converted policy may be any kind of individual policy then customarily being issued for the amount being converted and for your age (nearest birthday) on the date it will be issued. The provisions of the conversion policy may not be the same as the provisions of the group plan. The conversion policy may not be a term policy, may not include disability or other supplementary benefits, it may contain exclusions, or may have exclusions that are different from those in the group policy. Once your individual policy becomes effective it will replace the benefits and privileges of your former group plan.

## Your Premiums and Payments

Aetna will set the premium cost for the converted policy at the customary rates in effect at the time the policy is issued. You will be responsible for making premium payments on a timely basis.

## Electing Conversion

You will need to apply for an individual policy within 31 days after your group life insurance coverage ends or is reduced.

Your employer will provide you with a copy of the application for conversion of term life insurance, which features detailed instructions.

Submit your completed application along with the first premium payment to Aetna within 31 days after your insurance ends for the reasons stated above.

## **When an Individual Policy Becomes Effective**

Your individual policy will become effective after Aetna has processed your completed application and premium payment. The individual policy will become effective at the end of the 31 day period described in the *Electing Conversion* section.

## **Impact of Death during Conversion Application Timeframe**

If you die during the 31-day conversion period, and before the individual policy becomes effective, benefits to your beneficiary will be paid through your group plan. The amount payable is limited to the maximum amount that would have been converted to your individual policy. This limit will apply even if **Aetna** has not received a conversion application or the first premium payment for the individual policy.

# General Provisions (GR-9N-32-005-02-FL)

## Confidentiality

Information contained in your medical records and information received from any provider incident to the provider patient relationship shall be kept confidential in accordance with applicable law. Information may be used or disclosed by **Aetna** when necessary for the operation of the plan and administration of this Booklet-Certificate, or other activities, as permitted by applicable law. You can obtain a copy of **Aetna's** Notice of Information Practices at [www.aetna.com](http://www.aetna.com).

## Additional Provisions (GR-9N-32-005-01-FL)

The following additional provisions apply to your coverage.

- You cannot receive multiple coverage under this plan because you are connected with more than one Policyholder.
- In the event of a misstatement of any fact affecting your coverage under this plan, the true facts will be used to determine the coverage in force.
- This document describes the main features of this plan. Additional provisions are described elsewhere in the *group* contract. If you have any questions about the terms of this plan or about the proper payment of benefits, contact your Policyholder or **Aetna**.
- Your Policyholder hopes to continue this plan indefinitely but, as with all group plans, this plan may be changed or discontinued with respect to your coverage.

## Assignments (GR-9N-32-005-03-FL)

An assignment is the transfer of your rights under the group policy to a person you name. **Aetna** and your Policyholder must give written consent to the assignment.

To request assignment of your Life Insurance you must complete an assignment form. Forms are available from your Policyholder. Send the completed form to **Aetna** for consent. You may wish to contact legal counsel prior to assigning your life insurance rights. Neither your Policyholder nor **Aetna** guarantees or assumes any obligation concerning the sufficiency or validity of any assignment for purposes of your tax or estate planning.

## Claims of Creditors

Life Insurance benefit payments are exempt from legal or equitable process for your debts, where permitted by law. The exemption applies to the debts of your beneficiary, too.

## Misstatements (GR-9N-32-005-03-FL)

If any fact as to the Policyholder or you is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or you shall be deemed representations and not warranties. No written statement made by you shall be used by **Aetna** in a contest unless a copy of the statement is or has been furnished to you or your beneficiary, or the person making the claim.

**Aetna's** failure to implement or insist upon compliance with any provision of this policy at any given time or times, shall not constitute a waiver of **Aetna's** right to implement or insist upon compliance with that provision at any other

time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

## **Incontestability** (GR-9N-32-005-03-FL)

During the first two years that your insurance is in force, any statement that you have made may be used by **Aetna** in contesting the validity of that coverage. This also applies to any increase in your coverage for the two years that follow the effective date of that increase, if Evidence of Good Health was required in order for the increase to take effect.

Once coverage (including any increases in coverage) has been continuously in effect for two years, the validity of your insurance (or increase in coverage) under this plan shall not be contested by **Aetna** unless your statement was in writing on a form signed by you and was fraudulently made in order to obtain that coverage or increase.

**Aetna** may also contest the validity of your insurance at any time under this plan for non-payment of premiums when due.

## **Reporting of Claims** (GR-9N-32-020-01)

You are required to submit a claim to **Aetna** in writing. Claim forms may be obtained from **Aetna**.

Your claim must give proof of the nature and extent of the loss. You must furnish true and correct information as **Aetna** may reasonably request.

## **Reporting of Life Insurance Claims**

In addition to the above, a claim must be submitted to **Aetna** in writing.

## **Payment of Benefits** (GR-9N-32-025-02)

Benefits will be paid as soon as the necessary proof to support the claim is received. Written proof must be provided for all benefits.

Any death benefit for loss of life will be paid in accordance with the beneficiary designation. Payment will be made in one sum.

If your beneficiary is a minor or, in **Aetna's** opinion, legally unable to give a valid release for payment of any life insurance benefit or accidental death and personal loss coverage, the benefit will be payable to the guardian of the estate of the minor, or to the custodian under the Uniforms Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.

## **Contacting Aetna** (GR-9N-32-005-01-FL)

If you have questions, comments or concerns about your benefits or coverage, or if you are required to submit information to **Aetna**, you may contact **Aetna's** Home Office at:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

You may visit **Aetna's** web site at [www.aetna.com](http://www.aetna.com).

## Effect of Prior Coverage - Transferred Business (GR-9N 32-040-01)

If your coverage under any part of this plan replaces any prior coverage for you, the rules below apply to that part.

"Prior coverage" is any plan of group coverage that has been replaced by coverage under part or all of this plan; it must have been sponsored by your employer (e.g., transferred business). The replacement can be complete or in part for the eligible class to which you belong. Any such plan is prior coverage if provided by another group contract or any benefit section of this plan.

Your Life Insurance coverage under this plan replaces and supersedes any prior life insurance coverage. It will be in exchange for everything as to the prior life insurance coverage. If you or your beneficiary becomes entitled to claim under the prior life insurance coverage, your Life Insurance coverage under this plan will be canceled. This will be done as of its effective date. Any premiums paid for your Life Insurance coverage under this plan will be returned to your employer.

The beneficiary you named under a prior **Aetna** life insurance coverage plan will apply to this plan. This can be changed according to the terms of this plan.

If you do not return to **active work** within 12 months from the date Life Insurance goes into effect or if the Permanent and Total Disability Extended Benefit does not apply to you, Life Insurance will cease at the end of such 12 month period. This will happen unless otherwise agreed to by the Policyholder and **Aetna**.

This provision shall terminate if:

- Your Life Insurance terminates; or
- You meet the Active Work Rule.

If you stay insured or again become eligible, this policy shall apply to you as though this provision were not included.

# Glossary

(GR-9N 34-005-01 FL)

In this section, you will find definitions for the words and phrases that appear in **bold type** throughout the text of this Booklet-Certificate.

## **A** (GR-9N-34-005-05)

### **Accident** (GR-9N-34-005-02-FL)

This means a sudden external trauma that is; unexpected; and unforeseen; and is an identifiable **occurrence** or event producing, at the time, objective symptoms of an external bodily **injury**. The **accident** must occur while the person is covered under this Policy. The **occurrence** or event must be definite as to time and place. It must not be due to, or contributed by, an **illness** or disease of any kind including a reaction to a condition that manifests within the human body or a reaction to a drug or medication regardless of the reason you have consumed the drug or medication.

### **Active at Work; Actively at Work; Active Work** (GR-9N-34-005-02-FL)

You will be considered to be active at work, actively at work or performing active work on any of your employer's scheduled work days if, on that day, you are performing the regular duties of your job on a full time basis for the number of hours you are normally scheduled to work. In addition, you will be considered to be actively at work on the following days:

- any day which is not one of your employer's scheduled work days if you were actively at work on the preceding scheduled work day; or
- a normal vacation day.

## **Aetna**

**Aetna** Life Insurance Company, an affiliate, or a third party vendor under contract with **Aetna**.

## **I** (GR-9N 34-045 02)

### **Illness**

A pathological condition of the body that presents a group of clinical signs and symptoms and laboratory findings peculiar to the findings set the condition apart as an abnormal entity differing from other normal or pathological body states.

### **Injury** (GR-9N-34-045-02-FL)

An accidental bodily **injury** that is the sole and direct result of:

- An unexpected or reasonably unforeseen occurrence or event; or
- The reasonable unforeseeable consequences of a voluntary act by the person.

The act or event must be definite as to time and place. An **injury** is not the direct result of **illness**.

## **P** (GR-9N-34-80-09)

### **Physician**

A duly licensed member of a medical profession who:

- Has an M.D. or D.O. degree;
- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where the individual practices; and
- Provides medical services which are within the scope of his or her license or certificate.

This also includes a health professional who:

- Is properly licensed or certified to provide medical care under the laws of the jurisdiction where he or she practices;
- Provides medical services which are within the scope of his or her license or certificate;
- Under applicable insurance law is considered a "physician" for purposes of this coverage;
- Has the medical training and clinical expertise suitable to treat your condition;
- Specializes in psychiatry, if your **illness** or **injury** is caused, to any extent, by alcohol abuse, substance abuse or a mental disorder; and
- A physician is not you or related to you.

## **Confidentiality Notice**

Aetna considers personal information to be confidential and has policies and procedures in place to protect it against unlawful use and disclosure. By "personal information," we mean information that relates to a member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care or disability or life benefits to the member. Personal information does not include publicly available information or information that is available or reported in a summarized or aggregate fashion but does not identify the member.

When necessary or appropriate for your care or treatment, the operation of our health, disability or life insurance plans, or other related activities, we use personal information internally, share it with our affiliates, and disclose it to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers), payors (health care provider organizations, employers who sponsor self-funded health plans or who share responsibility for the payment of benefits, and others who may be financially responsible for payment for the services or benefits you receive under your plan), other insurers, third party administrators, vendors, consultants, government authorities, and their respective agents. These parties are required to keep personal information confidential as provided by applicable law.

Some of the ways in which personal information is used include claim payment; utilization review and management; coordination of care and benefits; preventive health, early detection, vocational rehabilitation and disease and case management; quality assessment and improvement activities; auditing and anti-fraud activities; performance measurement and outcomes assessment; health, disability and life claims analysis and reporting; health services, disability and life research; data and information systems management; compliance with legal and regulatory requirements; formulary management; litigation proceedings; transfer of policies or contracts to and from other insurers, HMOs and third party administrators; underwriting activities; and due diligence activities in connection with the purchase or sale of some or all of our business. We consider these activities key for the operation of our health, disability and life plans. To the extent permitted by law, we use and disclose personal information as provided above without member consent. However, we recognize that many members do not want to receive unsolicited marketing materials unrelated to their health, disability and life benefits. We do not disclose personal information for these marketing purposes unless the member consents. We also have policies addressing circumstances in which members are unable to give consent.

To obtain a copy of our Notice of Information Practices, which describes in greater detail our practices concerning use and disclosure of personal information, please call 1-866-825-6944 or visit our Internet site at [www.aetna.com](http://www.aetna.com).



# **Additional Information Provided by Patriot Transportation Holding, Inc.**

The following information is provided to you in accordance with the Employee Retirement Income Security Act of 1974 (ERISA). It is not a part of your booklet-certificate. Your Plan Administrator has determined that this information together with the information contained in your booklet-certificate is the Summary Plan Description required by ERISA.

In furnishing this information, Aetna is acting on behalf of your Plan Administrator who remains responsible for complying with the ERISA reporting rules and regulations on a timely and accurate basis.

**Name of Plan:**

Patriot Transportation Holding, Inc. Welfare Plan

**Employer Identification Number:**

59-2924957

**Plan Number:**

501

**Type of Plan:**

Welfare

**Type of Administration:**

Group Insurance Policy with:

Aetna Life Insurance Company  
151 Farmington Avenue  
Hartford, CT 06156

**Plan Administrator:**

Patriot Transportation Holding, Inc.  
200 W Forsyth St  
7th Floor  
Jacksonville, FL 32202  
Telephone Number: 904-858-9142

**Agent For Service of Legal Process:**

Patriot Transportation Holding, Inc.  
200 W Forsyth St  
7th Floor  
Jacksonville, FL 32202

Service of legal process may also be made upon the Plan Administrator

**End of Plan Year:**

December 31st

**Source of Contributions:**

Employer

**Procedure for Amending the Plan:**

The Employer may amend the Plan from time to time by a written instrument signed by the Plan Administrator.

## **ERISA Rights**

As a participant in the group insurance plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974. ERISA provides that all plan participants shall be entitled to:

### **Receive Information about Your Plan and Benefits**

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) that is 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 Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series), and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

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

Receive a copy of the procedures used by the Plan for determining a qualified domestic relations order (QDRO) or a qualified medical child support order (QMCSO).

### **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 employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in your interest and that of other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **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 documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay up to \$ 110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the 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 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 Plan Administrator.

If you have any questions about this statement or about your rights under ERISA, 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.