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About the Cleveland Clinic Savings and Investment Plan

Financial security is an important aspect of your retirement years. There are three major sources of income during this period. Your employer's Retirement Plan, Social Security and personal savings. Not one of these sources alone can be depended on to provide all the income you will need.

The Savings and Investment Plan (SIP) can provide an additional source of post-employment income. It allows you to take responsibility for your financial independence by making savings a part of your normal routine right now. Once you do, you will find it hard to break the habit. If you don't start to save now, who will save for you?

This booklet describes the main provisions of the Savings and Investment Plan. A more detailed description can be found in the Plan Document which legally governs the operation of the Plan. If you have any questions after reading this booklet, please direct them to the Benefits Department.

At a Glance

The Savings and Investment Plan allows you to:

• Save a percentage of your pay on a tax-deferred basis.
• Receive a matching contribution of 50 cents for each dollar contributed on the first 6% you save.
• Direct the investment of your savings and Cleveland Clinic’s matching contributions.
• Receive the full value of your Plan account if your service ends for any reason.
What is the Savings and Investment Plan?

The Savings and Investment Plan (SIP) allows you to save a percentage of your pay on a tax-deferred basis. When you join the SIP, your pay is reduced and deposited for you in an individual account that is set up in your name. You determine how much you want to save based on your current income needs, up to a certain percentage. You can change the percentage you are saving at any time. You can also stop saving altogether at any time (See page 3 for conditions).

When you put aside a percentage of your pay, you delay paying federal and state tax on that portion. This is called **tax-deferred savings**. You will not pay tax on any money that is put into the Plan, or on any earnings, until you receive these funds from your Plan account. Your money can go to work for you immediately, helping to accumulate earnings for your future while taxes are deferred.

Eligibility to Participate

The Savings and Investment Plan is intended to be a tax-qualified plan under Section 403(b) of the federal tax law. Any employee can participate in this plan but there are certain employees that are ineligible for the match. Please refer to page 8 to see if you fall into one of the ineligible classifications.

Employees can begin making contributions to the Plan immediately upon hire. There is no waiting period. Your eligibility for Cleveland Clinic’s **matching** contribution begins **immediately** if you are not in an ineligible classification.

Enrollment

Shortly after your date of hire you will receive an enrollment packet at home from Fidelity Investments, the Third-Party Administrator. The packet explains the plan and your investment options.

You do not need to wait to receive your enrollment packet to enroll in the Plan. When you are ready to enroll, call 888.388.2247 or visit Fidelity’s website at [www.netbenefits.com/clevelandclinic](http://www.netbenefits.com/clevelandclinic) and establish the percentage of pay to be withheld from your paycheck each pay period and select the way that you want your contributions invested.

If you have not enrolled in the Plan within 30 days from your date of hire, you will be automatically enrolled in the Plan at a contribution rate of 3% of your pay. Your contributions will be invested in the current default fund of the Plan. If you do not wish to be automatically enrolled to contribute to the Plan, you must change your contribution rate to 0% within the first 30 days of your employment.

Your Beneficiary

Included in your packet is a beneficiary form which you must complete and return. You may also designate your beneficiary online at [www.netbenefits.com/clevelandclinic](http://www.netbenefits.com/clevelandclinic). If you are married, your spouse is automatically your beneficiary for at least 50% of your account. If you want to make a beneficiary designation other than your spouse for more than 50% of your account, your spouse’s notarized, written consent generally is necessary. If you don’t complete a form and you’re married or legally separated, your spouse at the time of death automatically becomes the beneficiary of your account. If you are unmarried without a beneficiary, your account becomes part of your estate. You can change your beneficiary at any time.

How Much Can You Save?

You can save from 1% to 75% of your pay under the Plan. However, you cannot contribute more than a maximum dollar amount each year. The maximum dollar amount is established under federal tax laws. In 2015, you can defer up to $18,000 if you are under age 50 and up to $24,000 if you are or will be age 50 or more before the end of the year.

The first 6% you save is called your **matched** contribution. The remaining portion is called your **unmatched** contribution. Because your SIP contribution is a **percent** of whatever pay you receive during the pay period, the **dollar amount** of your contribution may vary from pay to pay.
Your SIP Contribution As a Percentage of Your Pay

Suppose you decide to save 6% of your pay. If your biweekly pay varies, because of overtime, for example, the dollar amounts of your SIP contribution also will vary.

<table>
<thead>
<tr>
<th>Biweekly Pay</th>
<th>6% Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>$800</td>
<td>$48.00</td>
</tr>
<tr>
<td>$840</td>
<td>$50.40</td>
</tr>
<tr>
<td>$880</td>
<td>$52.80</td>
</tr>
</tbody>
</table>

The dollar amount of your 6% savings, as shown above, varies based on your changing pay. Information on each paycheck stub will keep you informed of all of your contributions.

Your Contribution Reduces Your Taxable Income

Your SIP contribution reduces your income for federal and state tax purposes. When your taxable income is reduced, your taxes are also reduced, which means it costs you less to save. Local income taxes and social security taxes still apply.

Tax Savings Example

Suppose your federal and state income taxes amount to 20% of your $800 biweekly pay. You decide to save 6% of your pay in the Plan.

Your contribution would be: $800 x 6% = $48.00 per pay
Your tax savings would be: $48 x 20% = $9.60
The net cost to you for $48 in savings...$38.40 per pay

You Can Change or Stop Your Contributions

You can change the percent you’re contributing at any time by simply calling 888.388.2247 or online at www.netbenefits.com/clevelandclinic. You can also stop your contributions altogether at any time. If you stop your contributions, however, Cleveland Clinic’s matching contributions also stop.

Cleveland Clinic’s Matching Contributions

Cleveland Clinic’s matching contributions provide an additional return on your savings. It is like being paid to save!

If you are a Plan participant who is not in an ineligible classification (see page 8), Cleveland Clinic will match your contributions — 50 cents for each dollar contributed on the first 6% you save.

It works like this: If you contribute 2%, 4% or 6% to the SIP, Cleveland Clinic will, likewise, contribute either 1%, 2% or 3% to your account.

The contributions Cleveland Clinic makes to your Plan account, plus all earnings on those contributions generally remain free of tax until paid out.

The Plan also must pass a special test which requires a fair mix of Cleveland Clinic contributions for employees at all income levels. If the test is not met, the Plan Administrator may reduce the Cleveland Clinic contribution levels of employees in the top 20% pay group. You will be notified if your contribution level is affected.
Vesting

Vesting means that if you terminate employment, you have a right to the full value (your contributions, Cleveland Clinic’s matching contributions and any earnings) of your SIP account.

You are always 100% vested in any contributions you make to the Plan. In addition, Cleveland Clinic’s matching contributions are 100% vested after three years of service (two years if hired prior to January 1, 2010). A year of service is 12 months of Cleveland Clinic employment. If you are rehired and have less than three years of previous service, but have been gone less than five years, your previous service may count towards satisfying this three year vesting requirement.

Rollovers

The Plan allows a transfer of account balances from other types of tax-qualified plans and individual retirement accounts or annuities (IRAs) into the Plan. This is known as a “rollover.” Approval for the rollover must be obtained from the benefits office before any monies can be transferred.

Your Investment Account

Your Investment Options

SIP gives you a variety of investment choices, allowing you the flexibility to develop an investment plan for any time of your life.

You choose the investment options that are appropriate for you. Some available investments are conservative, while others have greater risk and their value may increase or decrease depending upon market conditions. You can put all your money into one of the available options, or you can split your investment between one, two or more of the choices — as long as you invest in multiples which add up to 100%.

More information about investment options can be obtained by calling 888.388.2247 or online at www.netbenefits.com/clevelandclinic.

How Your Account Can Grow

The chart on the next page shows how a contribution of 6% of your annual pay can grow in the SIP over a period of years at different growth rates. For all growth projections, the chart assumes a 6% contribution at the end of each year. The chart takes into account the 50 cents per dollar match Cleveland Clinic provides on employee SIP contributions up to 6%. The growth rates (5%, 7%, 9%) show how your money could grow at three different compounded rates of return. The chart assumes that your pay does not increase and that no withdrawals will be made from the Plan.

The projected growth shown is a combination of five factors:

- Your 6% contribution
- Cleveland Clinic’s matching contribution
- The growth rate (5%, 7%, or 9% per year)
- Your pay remains constant
- No withdrawals
## Growth Chart

<table>
<thead>
<tr>
<th>Annual Pay</th>
<th>Growth Rate</th>
<th>5</th>
<th>10</th>
<th>15</th>
<th>20</th>
<th>25</th>
<th>30</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000</td>
<td>5%</td>
<td>$7,460</td>
<td>$16,980</td>
<td>$29,131</td>
<td>$44,639</td>
<td>$64,432</td>
<td>$89,692</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>7,763</td>
<td>18,652</td>
<td>33,924</td>
<td>55,344</td>
<td>85,386</td>
<td>127,522</td>
</tr>
<tr>
<td></td>
<td>9%</td>
<td>8,079</td>
<td>20,510</td>
<td>39,637</td>
<td>69,066</td>
<td>114,346</td>
<td>184,015</td>
</tr>
<tr>
<td>$20,000</td>
<td>5%</td>
<td>$9,946</td>
<td>$22,640</td>
<td>$38,841</td>
<td>$59,519</td>
<td>$85,909</td>
<td>$119,590</td>
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<tr>
<td></td>
<td>7%</td>
<td>10,351</td>
<td>24,870</td>
<td>45,232</td>
<td>73,792</td>
<td>113,848</td>
<td>170,029</td>
</tr>
<tr>
<td></td>
<td>9%</td>
<td>10,772</td>
<td>27,347</td>
<td>52,850</td>
<td>92,088</td>
<td>152,462</td>
<td>245,354</td>
</tr>
<tr>
<td>$25,000</td>
<td>5%</td>
<td>$12,433</td>
<td>$28,300</td>
<td>$48,552</td>
<td>$74,398</td>
<td>$107,386</td>
<td>$149,487</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>12,939</td>
<td>31,087</td>
<td>56,540</td>
<td>92,240</td>
<td>142,310</td>
<td>212,537</td>
</tr>
<tr>
<td></td>
<td>9%</td>
<td>13,466</td>
<td>34,184</td>
<td>66,062</td>
<td>115,110</td>
<td>190,577</td>
<td>306,692</td>
</tr>
<tr>
<td>$30,000</td>
<td>5%</td>
<td>$14,919</td>
<td>$33,960</td>
<td>$58,262</td>
<td>$89,278</td>
<td>$128,863</td>
<td>$179,385</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>15,527</td>
<td>37,304</td>
<td>67,848</td>
<td>110,688</td>
<td>170,772</td>
<td>255,044</td>
</tr>
<tr>
<td></td>
<td>9%</td>
<td>16,159</td>
<td>41,021</td>
<td>79,274</td>
<td>138,132</td>
<td>228,692</td>
<td>368,030</td>
</tr>
<tr>
<td>$40,000</td>
<td>5%</td>
<td>$19,892</td>
<td>$45,280</td>
<td>$77,683</td>
<td>$119,037</td>
<td>$171,818</td>
<td>$239,180</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>20,793</td>
<td>49,739</td>
<td>90,464</td>
<td>147,584</td>
<td>227,697</td>
<td>340,059</td>
</tr>
<tr>
<td></td>
<td>9%</td>
<td>21,545</td>
<td>54,695</td>
<td>105,699</td>
<td>184,176</td>
<td>304,923</td>
<td>490,707</td>
</tr>
<tr>
<td>$50,000</td>
<td>5%</td>
<td>$24,865</td>
<td>$56,601</td>
<td>$97,104</td>
<td>$148,797</td>
<td>$214,772</td>
<td>$298,975</td>
</tr>
<tr>
<td></td>
<td>7%</td>
<td>25,878</td>
<td>62,174</td>
<td>113,081</td>
<td>184,480</td>
<td>284,621</td>
<td>425,074</td>
</tr>
<tr>
<td></td>
<td>9%</td>
<td>26,931</td>
<td>68,368</td>
<td>132,124</td>
<td>230,221</td>
<td>381,154</td>
<td>613,384</td>
</tr>
</tbody>
</table>

The growth of your account will vary, of course, from what is shown above, depending on your level of contribution, your pay increases and the actual yearly growth rate.

### Changing Your Investment Strategy

When your investment goals change, you can:
- Transfer part or all of your existing account balances to other investment options within the Plan at any time and any number of times within a year. (A limited number of funds do have certain restrictions.)
- Change the way that you invest future SIP contributions — so that new money deducted from your pay will go to work for you according to your new goals.

### Statements

You’ll receive quarterly statements so you can see how your savings are building. The statements will include your contributions, Cleveland Clinic’s contributions, and how your investments are growing or you can check online at www.netbenefits.com/clevelandclinic.
Borrowing From Your Account

Borrowing Gives You Access to Your Dollars

Your Plan gives you a way to use part of your money if you need it — while your remaining balance can grow and accumulate earnings for your future. It’s a SIP loan.

How Much You Can Borrow

The most you can borrow from the Plan is the lesser of 1) $50,000; or 2) 50% of your account balance. The minimum you can borrow is $1,000. There are certain restrictions mandated by the IRS for loans made within one year of paying off another loan.

Repaying the Loan

When you borrow from the Plan, you must repay the loan, both principal and interest, within five years (ten years if the loan is for the purchase of a primary residence). You repay a loan at an interest rate established at the time you take out the loan. The loan interest rate won’t change during the life of the loan. Effective July 1, 2013, all new loans are repaid via ACH Debit (direct deduction from a checking or savings account). If you terminate employment, you must continue to repay the loan via ACH Debit. If you fail to fully repay a loan, the outstanding balance is treated as a taxable distribution to you.

For more information, call 888.388.2247.

Withdrawals Permitted for Financial Hardship

You may be eligible to withdraw a portion of your salary reduction contributions and any rollover contribution if you have a “financial hardship.” To qualify for a financial hardship, you must have applied for all available loans under the Plan and use the withdrawal to pay for one of the following:

• Expenses for medical care of you, your spouse, or any of your dependents;
• Costs directly related to the purchase of your principal residence (other than mortgage payments);
• Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, or any of your dependents;
• Payments necessary to prevent the eviction from your principal residence or foreclosure on the mortgage of your principal residence; or
• Funeral expenses of a family member (unless you are a Highly Compensated Employee).
• Expenses for repair of or damage to your principal residence as the result of a casualty loss.

If eligible, you can withdraw money for a financial hardship at any time, but only once, during a calendar year. If you do, your contribution and Cleveland Clinic’s matching contributions are suspended for six months.

The amount you can withdraw is limited to the amount you need to satisfy the financial hardship, including the amount of any taxes or penalties reasonably expected to be incurred by the withdrawal, but cannot exceed the amount of your salary reduction contributions and any rollover account.

Your withdrawal for financial hardship will be reduced by 20% which is sent to the IRS as income tax withholding to be credited against your taxes.

In addition to paying your normal income tax on the money withdrawn, you also generally will have to pay an additional 10% tax if you withdraw money before age 59½. If you’re 59½ or older, the law allows you to withdraw all, or part, of your eligible money without the additional 10% penalty. At the time of a withdrawal, you will receive more information about tax matters.
When Can You Receive Your Account?

You, or your beneficiary, are eligible to receive the full vested value of your Plan account when you:

- **Retire** at age 55 or older;
- **Terminate** your employment at Cleveland Clinic;
- Are totally and permanently **disabled** and are determined to be disabled by Social Security; or
- **Die**

You or your beneficiary have full discretion over withdrawals, when eligible to receive them, and may receive the value of your Plan account as a single lump sum payment, or in a series of periodic payments. You can also elect to leave all or a portion of your account in the Plan, until age 70½.

Federal regulations require “minimum distributions” beginning at age 70½. Accordingly, if you are retired, you are required to receive certain minimum amounts from your account beginning no later than the April 1 after the end of the year in which you reach age 70½. If you are still employed when you reach age 70½, you are not permitted to begin to receive your benefit until you retire.

How Your Account Is Taxed

You’ll have to pay regular income tax on any distributions that you receive. You will also have to pay a 10% additional tax on any distribution unless you are:

- A beneficiary;
- Disabled;
- Age 59½ or older;
- Terminate employment in or after the calendar year you are age 55 or older;
- Receiving your distributions as part of a series of substantially equal periodic payments, payable at least annually over your lifetime or the joint lives of you and your beneficiary.

You can delay paying taxes on a distribution from the Plan by taking payment in the form of a “rollover.” A rollover is a payment made directly to your Individual Retirement Account (IRA) or another type of tax-qualified plan that accepts rollovers. If you choose to take a payment from the Plan by having it made directly to you, even though you may intend to roll it over later, the payment will be subject to 20% tax withholding.
General Information About Your Plan

Plan Name .......................... The Cleveland Clinic Savings and Investment Plan
Plan Number ........................ 002
Plan Sponsor ......................... Cleveland Clinic
9500 Euclid Avenue
Cleveland, Ohio 44195
Plan Administrator ................. Cleveland Clinic
9500 Euclid Avenue
Cleveland, Ohio 44195
Phone: 216.444.2200

Employer Identification Number .... 34-0714585
Effective Date ..................... April 1, 1989
Type of Plan ....................... Tax Deferred Annuity — IRC Section 403(b)
Type of Administration .......... Annuity Contracts and Mutual Funds
Agent for Legal .................. General Counsel
Process Service .................. Cleveland Clinic
Legal process may also be served on the Plan Administrator

Plan Year .......................... Calendar Year ending December 31

Plan Administration
Cleveland Clinic is the Plan Administrator. A Cleveland Clinic appointed Administrative Committee
administers the Plan and is the named fiduciary.

The assets of the Plan will be held for the exclusive benefit of the Plan's participants and their beneficiaries.

Future of the Plan
Cleveland Clinic expects to continue your Savings and Investment Plan but reserves the right to amend
or terminate it at any time.

Your Employment
Your eligibility or right to a benefit under this Plan is not a guarantee of employment.

Ineligible Classifications
You will not be eligible for matching contributions if you fall into one of the following ineligible
classifications; student, resident, fellow, a Lakewood employee accruing benefits under the Public Employees
Retirement System or a member of a collective bargaining unit whose agreement does not provide for
participation in the Plan.
Plan Limitations
This booklet summarizes the benefits available to you under the Plan. However, there could be circumstances under which benefits may be less than expected or not paid at all. Following are some of those possible circumstances.

- If you fail to meet the eligibility requirements for participation, you will not be permitted to contribute to the Plan or receive matching contributions from Cleveland Clinic.
- The actual amount paid from the Plan may be more or less than you anticipated because payments are determined by the market value of the fund investments, which may increase or decrease.
- If contributions from you and Cleveland Clinic exceed the maximum amounts permitted by law, those contributions will be reduced.

Qualified Domestic Relations Orders
You may not assign or transfer to anyone else, or use as collateral for a loan, any amount credited to your accounts. However, under a “qualified domestic relations order” (“QDRO”), Cleveland Clinic may be required to pay all or part of your interest in the Plan to your spouse, former spouse, child or other dependent as a result of a divorce, child support order or other domestic relations matter. The Plan Administrator must review and approve a QDRO. You will be advised if the Plan receives a QDRO regarding your accounts.

No PBGC Insurance
This Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is an individual account plan.

Claims Procedures
Application
A claim for a benefit is made whenever you or your beneficiary submits a written application for the benefit to the Plan Administrator. If you wish to file a claim for benefits under the Plan, all the forms necessary for the proper filing of your claim are available from the Plan Administrator.

Notice of the Decision on Claim
If a claim is wholly or partially denied, the Plan Administrator will send the claimant (either you or your beneficiary, whoever has made the claim) written notification of the denial within 90 days (45 days for a claim for a benefit because of disability) of the date on which the claim has been filed. The Plan Administrator can extend the 90 day period for claims (other than for disability benefits) for up to an additional 90 days by sending written notice of the extension to the claimant before the initial period elapses. The Plan Administrator can extend the 45 day period for a claim for disability benefits for up to an additional 30 days by sending written notice of the extension to the claimant before the initial period elapses, and the first 30 day extension period may be extended for an additional 30 days. Any notice of extension will state the reason for the extension and the date by which a final decision may be expected. The written notification of a denial of a claim should contain the following information:

1. The specific reason or reasons for the denial;
2. Reference to specific Plan provisions upon which the denial is based;
3. A description of additional material or information (if any) that would be necessary for the claim to be approved and an explanation of why the material or information is necessary; and
4. An explanation of the claim review procedure, including a statement of the claimant’s right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, following an adverse benefit determination on review.

If the claimant does not receive notice of the decision on the claim within the initial decision period following the filing of the claim, or within the additional period if the response time has been extended, the claimant should consider the claim denied as of the end of the pertinent period. The denial will be final and binding unless the claimant invokes the claim review procedure in accordance with the following terms.
Claim Review Procedure
If a claim has been denied in whole or in part, the claimant or his or her authorized representative can submit a written request for a full and fair review of the denial of the claim. The completed written request for review must be submitted to the Plan Administrator within 60 days (180 days for a claim for disability benefits) of the date on which the claimant is notified that the claim has been denied. The request must contain the following information:

• The date on which the claimant’s request for review is filed with the Plan Administrator; provided that the date on which the claimant’s request for review is in fact filed with the Plan Administrator shall control in the event the date of the actual filing is later than the date stated by the claimant;
• The specific portions of the denial of the claim that the claimant requests the Plan Administrator to review;
• A statement of the claimant setting forth the basis upon which he or she believes the Plan Administrator should reverse its previous denial of the claim and accept the claim as made; and
• Any written material (offered as exhibits) that the claimant requests the Plan Administrator to examine in its consideration of the claimant’s position.

The claimant or the claimant’s authorized representative may review pertinent Plan documents and request copies of them, free of charge, within the 60 day period (180 day period for a claim for disability benefits). The Plan Administrator will consider the written request for review in light of any additional information or comments that have been presented. Within 30 days after filing the written request for review, the claimant may also request a hearing before a representative of the Plan Administrator, which the claimant or his or her authorized representative may attend. The Plan Administrator will usually issue a decision within 60 days (45 days for review of a disability benefit claim) of the date on which the written request for review is filed; but the review period may be extended by the Plan Administrator for up to an additional 60 days (45 days for review of a disability benefit claim) by written notice to the claimant before the initial review period elapses. If the claimant has not received notice of the decision within the initial review period, or within the additional review period if the response time has been extended, the claimant should consider the claim denied. If the claim is denied on review, the decision will cite the specific reasons and the Plan provisions on which the denial is based. The decision will also state that the claimant or the claimant’s authorized representative may review pertinent Plan documents and request copies of them, free of charge. The decision of the Plan Administrator will be final and binding on all affected parties, except that the claimant will have a right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended, following an adverse benefit determination on review.

A Statement of Your Rights Under ERISA
As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended. 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 work sites, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefits Administration.
• Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
• Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
**Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. However, this Plan is intended to constitute a plan described in Section 404(c) of ERISA and Title 29 of the Code of Federal Regulations Section 2550.404(c)-1. Therefore, the fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment instruction given by a participant or beneficiary. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

**Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim was 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 Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits 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 Pension and Welfare Benefits Administration.
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