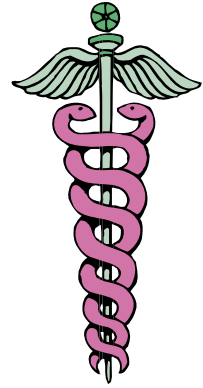


# **Love Canal**



# **Medical Trust Fund**

**Medical Benefits Plan**

**2026**

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# **MEDICAL BENEFITS PLAN**

## **SECTION I – INTRODUCTION**

### **Creation of the Love Canal Medical Trust Fund: Beneficiaries**

On December 20, 1983, the Supreme Court, State of New York, County of Niagara (hereinafter the "Court") approved a Settlement Agreement between the plaintiffs and the defendants in settlement of Urban et al. vs. Occidental Chemical Corporation et al. The Settlement Agreement called for the establishment of the Love Canal Medical Trust Fund for the benefit of the living plaintiffs to the lawsuit. The purpose of the Medical Trust Fund is to provide benefits to plaintiffs who incur medical expenses relating to medical conditions which reasonably could be associated with exposure to toxic chemicals emanating from a former landfill in Niagara Falls, New York known as the "Love Canal." Individuals who are eligible for benefits from the Love Canal Medical Trust Fund are limited to those one thousand three hundred and twenty-eight (1,328) named plaintiffs who entered into the Settlement Agreement (hereinafter, the "beneficiaries").

### **Creation of the Love Canal Medical Fund, Inc.: Love Canal Medical Fund Trust Fund Medical Benefits Plan**

On January 4, 1985, the Court ordered the establishment of a not-for-profit corporation to be named the "Love Canal Medical Fund, Inc." (hereinafter the "Fund") to administer the Love Canal Medical Trust Fund, subject to the Court's supervision. The Court ordered that the Fund receive from the settlement the amount of one million dollars (\$1,000,000) and directed that the Fund annually report to the Court concerning its activities. The Fund's Certificate of Incorporation was filed with the Secretary of State, State of New York on August 5, 1985.

The Board of Directors of the Fund was directed by the Court to develop and submit to the Court for approval, a medical benefits plan containing a procedure for the distribution of benefits to beneficiaries. The result of that directive has been the establishment of the "Love Canal Medical Trust Fund Medical Benefits Plan" (hereinafter, the "Plan").

*The Plan is not a health insurance policy.* It should not be relied upon by beneficiaries as their primary or sole source for reimbursement of medical expenses. It is not, nor should it be considered, a substitute for health insurance. The following is a description of the Plan.

## **Description of Terms**

Throughout these materials, the Love Canal Medical Trust Fund Medical Benefits Plan will be referred to as the "Plan." The Love Canal Medical Fund, Inc. will be referred to as the "Fund", "we", "our", or "us." The word "beneficiary", "you", "your" or "yours" refers to living plaintiffs who entered into the Settlement Agreement which created the Love Canal Medical Trust Fund to provide medical benefits to those individuals or their legal representatives.

## **SECTION II – COVERED MEDICAL EXPENSES**

Subject to the conditions, provisions, exclusions, and limitations set forth in this document, the Plan will cover and the Fund will pay for medical expenses incurred related to medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal.

The Fund will periodically review the covered medical benefits and any stated maximum dollar amounts (i.e, a “cap”) and modify or adjust them if needed to conform to available monetary resources of the Trust Fund.

The Fund may from time to time develop and maintain a list of those medical conditions that it has determined, on the basis of available scientific evidence, reasonably could be associated with exposure to toxic chemicals at Love Canal.

### **Diagnostic and Screening Tests are Covered**

The Plan also covers preventive and diagnostic or screening tests and procedures in order to detect early medical conditions reasonably associated with the exposure to toxic chemicals. These medical conditions could have been present at the time of residency in Love Canal, or they could be any of many other medical conditions that may have developed since moving from the area.

### **Routine Physical Examinations**

The Plan will pay each beneficiary for one routine physical examination per year. The annual physical is not subject to any deductible or to a minimum requirement. Covered expenses include health care provider and physician fees; laboratory work such as urine and blood tests; and any tests recommended by a physician or health care provider. Diagnostic tests such as a mammogram, blood tests, urinalyses, chest x-ray and prostate tests including a PSA and colonoscopy are considered part of the routine physical exam. These tests may be done over several months. There is no cap on the cost of your physical exam. The Plan pays a maximum benefit of ten thousand dollars (\$10,000) per beneficiary per calendar year.

Routine Physical Examination expenses can be submitted separately or together with Covered Medical expenses on the same form. If you combine these expenses together on the same form, you must check the box on the claim form marked Combined Covered Medical and Routine Physical Exam Expenses. If you submit only routine physical exam expenses,

then you must check the box on the claim form marked Routine Physical Exam Expenses Only. There is no minimum requirement for submitting routine physical exam expenses. If you have less than \$100 in routine physical exam expenses in a claim year and **NO OTHER** covered medical expenses, you may submit your routine physical exam expenses for reimbursement.

### **Maximum Benefit, Exclusions and Limitations**

The Plan pays a maximum benefit of ten thousand dollars (\$10,000) per beneficiary per calendar year, for approved covered medical expenses subject to the following exclusions, and/or limitations subject to modifications by the Board of Directors.

- A. Allergies. The Plan will pay for expenses incurred by you for or in connection with the testing and diagnosis of allergic disorders. Covered expenses include desensitization shots for treating the disorder.
  
- B. Ambulance Services. The Plan will cover emergency surface transportation by ambulance to a medical facility due to an illness that reasonably could be associated with exposure to toxic chemicals at Love Canal. Emergency transportation by ambulance due to an accident or other event unrelated to Love Canal is not covered by the Plan.
  
- C. Appliances Not Otherwise Covered By the Plan. Expenses incurred for the rental or purchase of appliances (such as devices to assist in walking [walkers, braces, crutches], hospital bed, etc.) if prescribed by a health care provider for a medical condition which reasonably could be associated with exposure to toxic chemicals at Love Canal will be covered up to a maximum of two thousand dollars (\$2,000) per beneficiary per year.
  
- D. Dental Care. The Plan will pay for expenses in connection with dental care if such care is related to a birth defect or

other medical condition diagnosed by a dentist or physician that reasonably could be associated with exposure to toxic chemicals at Love Canal. Routine dental care, such as cleanings, fillings, extractions, root canals, caps, crowns, and cosmetic dental work are not covered. If you submit a claim for dental work that you believe is related to Love Canal, you will need to have a dentist/doctor write a letter stating that he/she believes that the dental work you want done is caused by a birth defect that reasonably could be associated with exposure to toxic chemicals at Love Canal.

- E. *Eye Care*. The Plan will pay for expenses in connection to eye care if such care is related to a birth defect or other medical condition (such as Macular Degeneration) diagnosed by a physician or ophthalmologist that reasonably could be associated with exposure to toxic chemicals at Love Canal. The Plan will not pay for routine eye care, such as eye examinations, eye glasses, contact lenses or cornea transplants.
- F. *Fertility Services*. The Plan will pay for expenses for the diagnosis and treatment of infertility in either male or female beneficiaries, including necessary testing, that are related to a medical condition diagnosed by a physician that reasonably could be associated with exposure to toxic chemicals at Love Canal. There is a ***lifetime maximum benefit of ten thousand dollars (\$10,000) per beneficiary***. Any reimbursement for Fertility Services will be deemed part of the annual ten thousand dollars (\$10,000) benefit for the year in which the payment is made.
- G. *Foot Care*. The Plan will pay for expenses in connection to foot care if such care is related to a birth defect or other medical condition diagnosed by a physician that reasonably could be associated with exposure to toxic chemicals at Love Canal. The Plan will not pay for orthopedic shoes or expenses in connection with foot problems not related to Love Canal.

The Plan will not pay for any expenses in connection with corns, calluses, fallen arches, ingrown toenails, weak, flat or strained feet.

- H. Hearing Aids. The Plan will pay up to five thousand dollars (\$5,000) once every three (3) years from the date of purchase to the date of new purchase of hearing aids or other devices prescribed by a licensed audiologist. The licensed audiologist must provide documentation that the hearing loss is related to a birth defect or other medical condition which reasonably could be associated with exposure to toxic chemicals at Love Canal. This documentation only needs to be provided once. The Plan will cover office visits and diagnostic tests to determine if hearing loss is occurring. Beneficiaries who choose an in-ear hearing aid, such as the brand Lyric, which has no upfront costs, but requires regular in office maintenance, will be reimbursed for these costs up to \$5,000 over a three-year period. The Plan will also cover over-the-counter hearing aids which do not require a prescription by an audiologist, though documentation that the hearing loss reasonably could be associated with exposure to toxic chemicals at Love Canal is required. The Plan will not pay for expenses related to normal hearing loss due to aging or work-related hearing loss. Hearing aid replacement batteries and/or replacement chargers, filters, caps and other accessories are not covered by the Plan.
- I. Mental Health and Emotional Disorders. Expenses incurred for diagnosis and treatment of mental health and emotional disorders related to an illness or other condition that reasonably could be associated with exposure to toxic chemicals at Love Canal will be covered up to a maximum of two thousand dollars (\$2,000) per beneficiary per year.
- J. Pregnancy. The Plan will pay for expenses in connection with miscarriages and stillbirths of a female beneficiary that reasonably could be associated with exposure to toxic

chemicals at Love Canal. The Plan will pay for amniocentesis, sonograms, and other procedures to detect problems with the fetus of a female beneficiary. The Plan will not pay for expenses in connection with normal pregnancy, prenatal or maternity care.

- K. Prescriptions. The Plan will pay for prescription expenses related to medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal up to a maximum of \$3,000 per year. This cap is subject to annual review and change by the Love Canal Medical Fund Board of Directors.

**NOTE:**

A. Where there isn't sufficient documentation from your physician.

**OR**

B. Where there isn't clear evidence in your claims records of the medical condition being treated for, you will be notified by the LCMF Administrator that you must submit a letter from your prescribing physician indicating what medical condition you are being treated for and what prescription medication was prescribed to treat the medical condition.

- L. Chemotherapy Treatment. The Plan will also pay separately for prescription expenses incurred for chemotherapy treatment for cancer that reasonably could be associated with exposure to toxic chemicals at Love Canal up to a maximum of two thousand dollars (\$2,000) per beneficiary per year. All prescription medications included in the chemotherapy treatment protocol/regimen are covered by this Plan. This coverage is in addition to the general prescription coverage noted above.

- M. Reconstructive Surgery. The Plan will pay for expenses in connection with reconstructive surgery for a birth defect or a

permanent medical condition that reasonably could be associated with exposure to toxic chemicals at Love Canal. The Plan will not pay for cosmetic surgery under any circumstances.

- N. Specialty Services. Subject to the conditions, provisions, exclusions and limitations set forth elsewhere in this document, the Plan will pay for covered medical expenses for visiting nurses, hospice, residential health care facilities and rehabilitative care recommended by a physician not to exceed ***a lifetime total of ten thousand dollars (\$10,000)***. Any reimbursement for Specialty Services will be deemed part of the annual ten thousand dollars (\$10,000) benefit for the year in which the payment is made. The Plan will not pay expenses for services rendered by or at institutions, homes or other places primarily for convalescent, rest or custodial care; sanitariums; infirmaries; at educational institutions or camps; or homes for the aged.
- O. Accidents. The Plan will not pay for expenses arising from accidents of any type.
- P. Alcohol and Substance Abuse. The Plan will not pay for expenses in connection with alcohol, drug or substance abuse of any kind.
- Q. Experimental Procedures. The Plan will not pay for expenses for any procedure or service that is experimental in nature and not administered by a licensed medical provider.
- R. Organ Transplants. The Plan will not pay for expenses for, or in connection with, organ transplants.
- S. Sexually Transmitted Diseases. The Plan will not pay for expenses in connection with any sexually transmitted diseases.

- T. *Sterilization*. The Plan will not pay for expenses for voluntary sterilization or reversal of such.
- U. *Travel Expenses*. The Plan will not pay expenses for personal travel or transportation to or from places of medical care (See Ambulance Services).
- V. *Reasonable and Customary Expenses*. The Plan will pay benefits for covered expenses only to the extent that such expenses are reasonable and customary.
- W. *Care Not Medically Necessary*. The Plan will not pay for expenses for any procedure or service that was not necessary or appropriate for your proper medical care or treatment.

### **SECTION III – FURTHER LIMITATIONS AND PROVISIONS**

#### **Time Period**

The Plan will pay for out-of-pocket medical expenses for medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal at the time of residency, or that may have developed after January 5, 1985. Expenses that were incurred prior to January 5, 1985 were compensated for as part of the settlement agreement. Expenses for the on-going treatment of medical conditions even if they existed prior to January 5, 1985 as well as medical conditions that may have developed since January 5, 1985 are covered, but only for expenses incurred after January 5, 1985.

#### **Deductible and Minimum for Submitting Expenses for Reimbursement**

There is no deductible applied to covered medical and routine physical exam expenses submitted for reimbursement to the Love Canal Medical Trust Fund. However, you must submit a minimum \$100 in total medical expenses. Physical exam expenses are covered even if the costs are less than \$100 (see Section II, Routine Physical Examinations).

A deductible paid to a health insurance company is considered as a reimbursable expense to be paid by the Plan. For example, assume you have covered medical expenses of \$500. Further assume your insurance has a two-hundred-dollar (\$200) deductible and pays 80% of the balance. You subtract two hundred dollars (\$200) from five hundred dollars (\$500) leaving three hundred dollars (\$300) to be paid. Eighty percent (80%), or two hundred forty dollars (\$240) is paid by your insurance. This leaves two hundred sixty dollars (\$260) (\$60 co-pay plus the \$200 deductible) that you have to pay out of pocket. When you submit this claim to the Love Canal Medical Fund, your total unreimbursed expenses are two hundred sixty dollars (\$260). See the following explanation.

1. Health care cost minus your insurance deductible:  $\$500 - \$200 = \$300$
2. Insurance coverage paid at 80%:  $\$300 \times 80\% = \$240$  paid by insurance company
3. Amount paid by you that can be submitted to the Fund  
 $\$300 - \$240 = \$60 + \$200$  deductible = \$260
4. Amount you receive: Total out of pocket expenses: \$260

### **Beneficiaries Please Note:**

**If you are uncertain whether a medically necessary out-of-pocket expense is reimbursable, submit a claim and the Love Canal Medical Fund will make a determination.**

### **Funds Available for Payment: Pro-Rata Payment**

If, at some point in time, the dollar amount of submitted claims exceeds the dollar amount of available funds, these claims will be reimbursed on a pro-rata basis after all of the Fund's administrative expenses have been satisfied.

## **Coordination of Benefits**

The purpose of the Plan is to provide benefits to you for medical expenses that are not covered by health insurance or other medical benefits programs you may have. Coverage under the Plan is therefore coordinated with the coverage available to you under such other programs. Your claim for payment of covered medical expenses under this Plan will be reduced by the amount you are entitled to receive for such expenses under your health insurance or other medical benefits programs, if any, whether private or governmental.

In some cases, the Plan may have made payment even though you had coverage under your health insurance or another medical benefits program. Under these circumstances, it will be necessary for you to refund to the Fund the amount by which the Plan should have reduced the payment made by the Plan. The Plan reserves the right to recover any overpayment.

## **SECTION IV – CLAIM AND APPEAL PROCEDURES: PAYMENT OF BENEFITS**

### **Claim Forms**

Both covered medical expenses and routine physical examination expenses can be submitted together on the same form. If you have both of these expenses, you must check the box on the claim form marked Combined Covered Medical and Routine Physical Exam Expenses. If you are requesting reimbursement for only routine physical exam expenses that total less than \$100, then you must

check the box on the claim form marked Routine Physical Exam Expenses Only.

The claim form can be obtained in number of ways:

1. Download the form from the Love Canal Medical Fund (LCMF) website at [www.lcmf.org](http://www.lcmf.org).
2. Request a form by calling LCMF at 716-773-6376.
3. Request a form by emailing LCMF at [lovecanalfund@gmail.com](mailto:lovecanalfund@gmail.com).

### **Submitting a Claim**

In order to receive payment under this Plan, you must submit a claim on a form provided by the Fund along with documentation to support your claim. The documentation should include (1) copies of receipts of medical expenses from doctors, hospitals, and other medical providers and (2) if provided, the Explanation of Benefits (EOB) form from your insurance company.

**You do not have to prove that your medical condition was caused by exposure to toxic chemicals at Love Canal.** Your claim will be reviewed by the LCMF Administrator and the Board who will determine if your medical condition **reasonably could be associated with exposure to toxic chemicals at Love Canal.** A medical condition must be provided as the reason for a medical visit, diagnostic exam and/or prescription.

In some instances, such as dental defects, you may be required to submit a letter from your physician or other medical provider who has determined that your medical condition reasonably could be associated with exposure to toxic chemicals at Love Canal. For example, if you submit a claim for dental work that you believe is related to Love Canal, you will need to have a dentist/doctor write a letter stating that he/she believes that the

dental work you want done is caused by a birth defect that reasonably could be associated with exposure to toxic chemicals at Love Canal.

The total of your covered medical and routine physical exam expenses must be at least \$100. You cannot submit a claim if your total expenses are less than \$100, except for routine physical exam expenses. If the only medical expenses you have are for routine physical exam expenses and they total less than \$100, you may submit a claim. There is no minimum for submitting routine physical exam expenses. Be sure to check the box on Part C of the claim form, physical only. For example, if you have \$60 in out-of-pocket expenses for a routine physical in the claim year, you can submit that expense for reimbursement because it's the exception to the \$100 minimum requirement.

Routine Physical Exam expenses and Covered Medical expenses will be processed together and may be submitted using the same form. If you do this, you must check the box on the claim form marked Combined Medical and Routine Physical Exam Expenses.

Submit claim forms for medical expenses incurred between January 1 and December 31 (hereinafter referred to as the "claim year") to the LCMF Administrator by mail. You may either send all claims at once after year-end or submit a claim once you reach \$100 in expenses. If you have additional expenses later, each subsequent claim must also total at least \$100. Consider waiting until you've finalized all expenses for the year before submitting your claim.

Claims should be submitted to the LCMF Administrator whose name, address and telephone numbers are shown on the claim form.

Claims need to be submitted in a timely manner. We recognize that there may be times when this is not possible due to insurance

processing delays. **However, all medical bills must be submitted within 24 months of the date of service or within 12 months of the receipt of the “Explanation of Benefits” (EOB) form provided by your insurance company, whichever is later.**

If you have claims that were not submitted within this time period, a waiver may be granted by the Board of Directors. To request a waiver, write a short letter stating the reasons why you feel a waiver is warranted and submit that with your claim receipts to the LCMF. You will be notified in writing of the Board’s decision.

### **Processing and Payment of Claims**

The LCMF Administrator will notify you if any additional information or documentation is needed to process your claim for benefits.

The Fund pays benefits throughout the year. The Board of Directors of the Fund reviews all claims without identification of beneficiaries. Beneficiaries will be notified within 90 days of the decision regarding submitted claims. The Board of Directors of the Fund reserves the right to pay benefits as needed depending on the number of claims submitted for the claim year. When processing claims, the name of beneficiary will be removed and identification will be by a claim number assigned to the case by the LCMF Administrator.

### **Appeals Process**

If your claim for benefits under the Plan is denied in whole or in part, your letter of denial will contain the reason for denial and instructions regarding the appeals process. If you wish to appeal the Fund’s decision on your claim, you must submit a written letter of appeal to the LCMF Administrator postmarked within sixty (60) days after the date on the notice of denial of your claim. Failure to

submit a written appeal within such a 60-day period shall render the Fund's determination of denial final, binding, and conclusive. If you file an appeal, you may submit in writing whatever issues, comments and documents you feel are pertinent to a reconsideration of the Fund's decision.

All appeals of any decision to deny payment of a claim on the basis that the medical condition is not covered by this Plan because it could not reasonably be associated with exposure to toxic chemicals at Love Canal will be submitted for review to members of a Medical Appeals Board. The Medical Appeals Board shall consist of not less than three nor more than five members, at least one of whom shall be a toxicologist and at least one of whom shall be a medical doctor. Each member of the Medical Appeals Board considering the claim will re-examine all facts related to the appeal and make an individual determination as to whether the denial of benefits is justified or whether the claim should be paid in whole or in part. A majority decision rendered by the members of the Medical Appeals Board considering the claim, to affirm, reverse or modify the initial determination of denial, shall be final and binding.

The appeal of a decision to deny payment of a claim for reasons other than those involving questions of whether the medical condition reasonably could be associated with exposure to toxic chemicals at Love Canal will be forwarded by the LCMF Administrator to the Board of Directors of the Fund for re-examination. A majority decision rendered by members of the Board considering the claim, of whether the denial of claim is justified or should be paid in whole or in part, shall be final and binding. For any claims reviewed by the Board, the name of the beneficiary will be removed and identification will be by a claim number assigned to the case by the LCMF Administrator.

The LCMF Administrator will advise you of the appeal decision within sixty (60) days of receipt of your written appeal request, unless the Board extends the time for an additional 60 days. The

decision on appeal of a claim for benefits shall be rendered no later than 120 days after the appeal request is received.

If your claim on appeal is approved, it will be added to all claims approved in the year of the decision on your appeal for purposes of determining whether payment will be made in full or on a pro-rated basis as described in Section III above.

## **SECTION V – GENERAL PROVISIONS**

### **Health Insurance Portability and Accountability Act (HIPAA)**

Love Canal Medical Fund is compliant with the Health Insurance Portability and Accountability Act (HIPAA) that requires the Fund to implement policies and procedures to protect Personal Health Information. The Fund has established policies that protect all individually identifiable health information held or disclosed by the Fund, whether communicated electronically, on paper, or orally. The Fund and its business agents undergo training to comply with HIPAA regulations. The Fund's privacy policy and procedures manual is available upon request.

### **Disclosure of Records**

To process your claims under this Plan, we may need to obtain and use medical records and information about you from hospitals, doctors or other suppliers of medical services concerning diagnosis, advice, care or treatment provided to you. We may also need to obtain information from your employer, group policyholder, or medical benefits program administrator regarding your insurance coverage. When you submit a claim, you will be required to sign an authorization on the claim form giving the Fund permission to obtain and use such records and

information for the purpose of evaluating and processing your claim for benefits.

### **Changes in the Plan**

The Board of Directors of the Fund, in consultation with the Court, may change all or any part of this Plan at any time. The Fund will give you written notice of any change and post an announcement of the change on the Fund's website at [www.lcmf.org](http://www.lcmf.org).

### **Notice of Change of Address**

Any notice that we give you will be mailed to you at your address as it appears on our records. If there is a change in your name or address, it is *your* responsibility to give notice of such change to the Love Canal Medical Fund via our website <[www.lcmf.org](http://www.lcmf.org)> or via email at <[lovecanalfund@gmail.com](mailto:lovecanalfund@gmail.com)>.

### **Administration**

This Plan shall be administered in all respects by the Board of Directors of the Fund.

# BRIEF OUTLINE OF SELECTED COVERED MEDICAL EXPENSES

This chart provides a brief outline of selected covered and uncovered medical expenses and is not a complete explanation of such expenses. For a complete explanation, see the terms of the Medical Benefits Plan itself.

	<b>Covered</b>	<b>Not Covered</b>
<b>Covered Expenses for Medical Conditions Related to the Following:</b>	<b>Medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal and are reasonable and customary expenses. There is NO deductible, but there is a minimum of \$100 in total covered medical and routine physical expenses required to submit a claim.</b>	<b>Medical care clearly NOT related to Love Canal, such as being in a car accident.</b>
Routine Physical Examinations	One per calendar year per beneficiary. No deductible, no minimum required.	
Diagnostic Procedures	Mammograms, prostate testing, colon-rectal cancer testing, blood tests, urinalysis, hearing impairment tests etc.	
Allergies	Testing, diagnosis and desensitization shots.	
Ambulance Services	Emergency surface transportation by ambulance to a medical facility due to an illness that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Emergency transportation by ambulance due to an accident unrelated to Love Canal.

Appliances (wheelchair, walker, crutches, hospital bed)	Up to \$2,000 per year for rental or purchase of devices when prescribed by a health care provider for a condition that reasonably could be associated with exposure to toxic chemicals at Love Canal.	
Dental Care	If related to a birth defect or other medical condition diagnosed by a dentist or physician that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Routine dental care such as cleaning, fillings, extractions, root canals, crowns, and cosmetic dental work.
Eye Care	If related to a birth defect or other medical condition diagnosed by a physician or ophthalmologist that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Routine eye examinations, eye glasses, contact lenses, or cornea transplants.
Fertility Services	Up to a lifetime maximum of \$10,000 per beneficiary for the diagnosis and treatment of infertility in either male or female beneficiaries, if related to a medical condition diagnosed by a physician that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Treatment or testing for non-beneficiaries.
Foot Care	If related to a birth defect or other medical condition diagnosed by a physician that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Expenses related to corns, calluses, fallen arches, ingrown toenails, weak, flat or strained feet.

Hearing Aids	If related to a birth defect or other medical condition diagnosed by a licensed audiologist that reasonably could be associated with exposure to toxic chemicals at Love Canal. A maximum payment of \$5,000 once every three (3) years from the date of purchase to the date of new purchase.	Normal hearing loss due to aging or work-related hearing loss. Hearing aid replacement batteries and/or replacement chargers, filters, caps and other accessories are not covered by the Plan.
Mental Health and Emotional Disorders	Up to \$2,000 per year for testing and treatment for an illness or condition that reasonably could be associated with exposure to toxic chemicals at Love Canal.	
Pregnancy	Expenses in connection with miscarriages and stillbirths; amniocentesis, sonograms and other procedures to detect fetal problems.	Expenses for normal pregnancy, prenatal or maternity care.
Prescriptions – Other than Chemotherapy Treatment	Up to \$3,000 per year for prescription medication expenses related to medical conditions that reasonably could be associated with exposure to toxic chemicals at Love Canal. This cap is subject to annual review by the Board of Directors.	Over the counter and prescription medications for medical conditions not associated with exposure to toxic chemicals at Love Canal.
Prescriptions – Chemotherapy Treatment	Up to \$2,000 per year for chemotherapy treatment for cancer that reasonably could be associated with exposure to toxic chemicals at Love Canal. All prescription medications included in the chemo treatment protocol/regimen are covered.	Over the counter and prescription medications for medical conditions not associated with exposure to toxic chemicals at Love Canal.

Reconstructive Surgery	Reconstructive surgery for a birth defect or other medical condition that reasonably could be associated with exposure to toxic chemicals at Love Canal.	Cosmetic surgery.
Accidents		Not covered.
Alcohol/Substance Abuse		Not covered.
Experimental Procedures		Not covered.
Hair Transplantation, Toupees and Wigs		Not covered.
Organ Transplants		Not covered.
Sexually Transmitted Diseases		Not covered.
Sterilization		Not covered.
Travel Expenses		Travel expenses to and from health care providers.

**Updated March 2026**