Summary Plan Description

The J. Paul Getty Trust

Flexible Spending Account Plan

The J. Paul Getty Trust
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Contents

Flexible Spending Account Basics

Flexible Spending Accounts (FSAs) offer you a way to pay for expenses not reimbursed by health care coverage and dependent care expenses on a before-tax basis. This document is the Summary Plan Description (SPD) for the J. Paul Getty Trust Flexible Spending Account Plan.

There are three types of flexible spending accounts (FSAs):

- Health Care FSA
- Limited Purpose Health Care FSA
- Dependent Care FSA

Participation in the FSAs is entirely voluntary. You may choose to participate in one Health Care FSA and a Dependent Care FSA. Money cannot be transferred between accounts. In certain situations, different rules may apply. At the end of the calendar year, you may be eligible for a carryover of $500 for the Health Care FSA or Limited Purpose Health Care FSA for a subsequent Plan Year. However, any money left in your Dependent Care FSA is forfeited in compliance with Internal Revenue Service regulations.

Based on your annual election, money is deducted from your paycheck each pay period on a before-tax basis and set aside into an FSA. This lowers your taxable income, which in turn puts more money in your pocket. See the "Tax Advantages" section in this document for more information.

There are two ways to use your FSAs:

FSA stored-value credit card - This convenient option allows you to pay for qualifying expenses using an FSA stored-value credit card.

You Pay First & File For Reimbursement Later - Pay for an eligible expense using cash or your personal debit/credit card and manually file for reimbursement later.

You should read this SPD carefully, discuss it with your family, and keep it with your other important documents for future reference. If you have any questions, contact Getty Human Resources at 310.440.6523 or send an email to Benefits@Getty.edu.

If there is any conflict between this SPD and the plan documents, plan documents, including insurance contracts, will govern. This SPD supersedes any previously issued SPDs or booklets describing the above mentioned plans. This document is not intended as a contract and should not be construed as creating contractual obligations. All benefits are subject to change solely at the discretion of the Getty.

Eligibility

You are eligible to participate in the FSAs if you are a regular, full-time employee regularly scheduled to work 60 or more hours in a two week period.

You are not eligible for the FSAs if you are:

- a limited-term employee,
- covered by a collective bargaining unit and the collective bargaining agreement does not provide for participation in the FSA, <u>or</u>
- regularly scheduled to work fewer than 60 hours in a two week period.

When To Enroll

You may enroll in the Plan during your Initial Eligibility Period which is the first 31 days following:

1. Your date of hire, if you are hired as a regular, full-time employee; <u>or</u>

2. The date your employment status changes to a regular, full-time employee.

To continue participation after your initial enrollment, **you must enroll each year during Open Enrollment**, which is usually mid-October through mid-November. See "Establishing & Using Your Account(s)" section for enrollment instructions.

When Participation Begins

If you enroll in an FSA, your participation begins the first pay period after the date you become eligible or on January 1 following Open Enrollment.

You continue to participate in the Plan until:

1. You elect not to participate in accordance with plan guidelines,

2. You no longer satisfy the eligibility requirements described above,

3. You terminate employment, <u>or</u>

4. The Plan is terminated.

The election that you make is effective for the calendar year and generally cannot be revoked during the calendar year unless you have a change in status.

When Participation Ends

If your employment ends or you otherwise cease to be eligible, your active participation in the Plan will automatically terminate as of that date.
You may elect to continue participation in a Health Care FSA by enrolling in COBRA. See "Health Care FSA Continuation" section for more information. If you are rehired within the same calendar year and are eligible for the Plan (or you become eligible again), you may make new elections, provided that you are rehired or become eligible again more than 30 days after you terminated employment or lost eligibility. If you are rehired or again become eligible within 30 days or less, your prior elections will be reinstated automatically and remain in effect for the remainder of the calendar year.

Payroll Deductions

The amount(s) you choose to deposit to the FSAs is deducted from your pay in equal installments each pay period *before* taxes are withheld.

Tax Advantages

You make deposits to your Health Care, Limited Purpose Health Care and Dependent Care FSAs with before-tax dollars. This means your deposits will be deducted from your pay before Federal income and Social Security taxes (and in most cases, state and local income taxes) are withheld. The result is that you pay less in taxes because you have a lower taxable income. When you reimburse yourself for eligible health care and dependent care expenses, that money is not taxable either. You should consult a tax advisor to find out if contributing to the FSAs is right for you.

Changing Your Participation

After you decide to enroll in an FSA, your decision must stay in effect for the entire calendar year. However, if you have a qualifying status change, you may change your contribution amount—or even start or stop contributing, depending on the change. If you have questions about whether you are eligible to make a change, contact Getty Human Resources. Any eligible changes must be made within 31 days of the status change. Changes are made in Employee Self Service as a Life Event.

You are considered to have a qualifying status change if:

- You marry, divorce or become legally separated;
- Your spouse or eligible dependent dies;
- You gain a dependent through birth or adoption, or through another event;
- You go on or return from an unpaid leave of absence;
- Your spouse begins or ends employment; <u>or</u>
- Your work hours are reduced, making you ineligible for this plan.

Any FSA change you make must be consistent with the change in status. For example, if you marry, you can begin or increase your contributions; if you divorce, you can stop or reduce your contributions to the accounts. To find out if your status change will allow you to make a change in your FSA, contact Getty Human Resources.

If, because of a status change, you decide to stop contributing to your account, you can still submit any expenses incurred before you stopped contributing.

Special Carryover Provision for the Health Care FSA & Limited Purpose Health Care FSA

Effective January 1, 2014, the Health Care FSA and Limited Purpose Health Care FSA added a "Carryover" provision. This allows you to roll over up to $500 of any unused Health Care FSA amounts for a Plan Year to a subsequent Plan Year.

You must be a participant in the Health Care FSA and Limited Purpose Health Care FSA as of the last day of the Plan Year to benefit from the carryover.   If you are otherwise eligible for the Health FSA or Limited Purpose Health Care FSA for a Plan Year but you do not make an election to participate, you may still use any carryover from the prior Plan Year for a subsequent Plan Year. Termination of employment and cessation of eligibility will generally result in a loss of carryover eligibility unless a COBRA election is made.

Under IRS rules, if you have a carryover balance of $500 or less in a Health Care FSA, you cannot contribute to the Health Savings Account ("HSA") during the following Plan Year. To avoid this restriction and allow you to participate in an HSA during the following Plan Year, your Health Care FSA carry over balance of $500 or less will be moved into a Limited Purpose FSA in the next calendar year.

Note that the carryover only applies to the Health Care FSA and Limited Purpose Health Care FSA and not the Dependent Care FSA.

Dependent Care FSA Unused Account Balances

If you have any money remaining in your Dependent Care FSA account after submitting all expenses incurred during the year, the IRS requires that you forfeit that money. There is no carryover provision for the Dependent Care FSA. Visit www.payflexdirect.com for information and tools on how to estimate eligible expenses.

Effects on FSAs While on a Leave of Absence

You will continue to be an active participant in the Plan while you are on a <u>paid</u> leave of absence. Your FSA contribution will continue to be deducted from each paycheck on a pre-tax basis.

Your benefits under the Plan will terminate on the date you begin an <u>unpaid</u> leave of absence unless you elect to continue participation by making contributions that would otherwise be deducted from your paycheck. With respect to your Health Care FSA Account, if you do not continue participation by making FSA contribution payments, you will be able to be reimbursed for expenses incurred while a participant prior to termination. For the Dependent Care FSA, if you do not continue participation by making FSA contribution payments, you will be able to submit claims for reimbursement under your Dependent Care FSA through the end of the calendar year provided the claims are incurred before year end.

You may elect to continue participation in the Health Care FSA, Limited Purpose Health Care and Dependent Care FSA while you are on an <u>unpaid</u> leave of absence. Because you are no longer receiving a paycheck, however, you must continue your contributions on an after-tax basis and you do not receive the same tax advantages as you do when your money is taken from your Getty paycheck on a before-tax basis. You submit your contribution by check during your leave to Getty Human Resources.

Upon commencement of an unpaid leave of absence, Human Resources will send you information on how to continue your participation.

Health Care FSA

You can use your Health Care FSA to pay for a wide range of health care expenses if:

- The expense is an eligible health care expense that is not reimbursed—or is only partially reimbursed—by any other medical, dental or vision plan, <u>and</u>

- You can substantiate the expense with appropriate documentation, such as an Explanation of Benefits (EOB) or receipt.

Eligible health care expenses are those which are incurred by you or your eligible dependents during the calendar year for medical care as defined in Section 213(d) of the Internal Revenue Code. Your eligible dependents include dependents eligible under your health care plan and anyone else you can claim as a dependent on your Federal income tax return.

Maximum Annual Contribution

The IRS determines the maximum amount you can contribute to a Health Care FSA in a calendar year. For information about the current contribution limit, visit gettybenefits.com.

Eligible Health Care Expenses

Eligible expenses include most medical, dental, vision and mental health expenses that are not eligible for reimbursement by any other plan. Examples of eligible expenses include:

- Any deductibles, coinsurance or co-payments under a medical, dental or vision plan in which you or your dependents are enrolled,
- Charges for services over your medical or dental coverage limits (for example, charges exceeding the limits on orthodontic care),
- Eye exams, eyeglasses and contact lenses (including solution and sterilizer) to the extent not covered under the Vision Plan,
- Hearing exams and hearing aids,
- Prescription drugs,
- Certain over-the-counter drugs used for the diagnosis, cure, treatment or prevention of disease; <u>and</u>
- Any other medically necessary health care service or supply that would qualify as a medical deduction under IRS rules.

Note: Payroll deductions for medical coverage are <u>not</u> eligible for reimbursement through the Health Care FSA.

For a complete list of eligible health care expenses, see IRS Publication 502, available at www.irs.ustreas.gov.

Reimbursement Amounts

You can submit a claim up to the full amount of your annual Health Care FSA contribution, less any amount already paid to you from the account, any time during the year. If you file a claim for an amount that is more than your current account balance your future payroll deductions will offset the balance of your claim. If your request is less than $10, it will be held for processing until other requests bring the total to at least $10.

Tax Considerations

When you use your Health Care FSA to pay for a health care expense, you cannot claim the same expense as a deduction on your income tax return. You should consult with a tax advisor to see if participation in the Health Care FSA is right for you.

In addition, you must pay income taxes on any reimbursement you receive for an ineligible expense. If you are not sure whether an expense qualifies for reimbursement from your Health Care FSA, refer to IRS Publication 502. A copy is available at www.irs.ustreas.gov.

Any expenses that can be reimbursed through another source are not eligible for the Health Care FSA. If the eligible expenses are for a plan other than the Getty's, you must submit a copy of that plan's Explanation of Benefits (EOB) with your claim to show the other plan did not pay the expenses. You will not receive a payment from your Health Care FSA if another source paid for the same expense or if you do not submit the EOB.

Health Care FSA Continuation

The J. Paul Getty Trust is required by the Consolidated Omnibus Reconciliation Act (COBRA) to allow you to continue making contributions to your Health Care FSA after you would otherwise have to stop because of certain events. The Healthcare FSA will be an underspent account and determined by the annual elected amount reduced by expenses reimbursed up to the time of the qualifying event.

- You or your spouse or dependent may elect to continue your Health Care Account coverage under COBRA for at least one of the following qualifying events:
    - Your death,
    - Your termination (other than for gross misconduct) or a change in employment status that results in a loss of eligibility for the Plan,
    - Your divorce or legal separation, or
    - Your dependent child ceases to be a dependent under the terms of the Plan.

- It is your responsibility, or that of an eligible family member, to inform the Plan Administrator of the occurrence of a qualifying event.

- When the Plan is notified that a qualifying event has occurred, a notice of the right to choose continuation of coverage will be provided to eligible person(s). The right to elect continuation of coverage under COBRA ends 60 days from the date the notice is provided or the date coverage ends, whichever is later. You pay the entire cost of your continuation coverage

- You pay the entire cost of your continuation coverage.

- Continuation will extend to the end of the current calendar year but may terminate sooner if the premium~~s~~ described above is not paid within 30 days of their due dates.

If you do not continue your Health Care FSA on an after-tax basis, your participation ends on your termination date or the date you are on an unpaid leave of absence. You can continue to submit claims for eligible health care expenses incurred before this date. You have until March 31 of the following year to submit all your health care claims.

If you continue your Health Care FSA, you are responsible for sending a check to the Getty each month in the amount of your after-tax contribution. Then, you can file claims for expenses incurred during the remainder of your participation period, which can extend through the end of the calendar year. You have until March 31 of the following year to file your claims. This deadline applies even if you must stop contributing because you have reached the maximum continuation period under COBRA.

The FSA stored-value credit card is not an option for those who elect to continue coverage through COBRA. The card will be deactivated on the date your coverage ends.

Understanding your COBRA rights is very important. For more information on coverage continuation, go to www.gettybenefits.com or contact Getty Human Resources at 310.440.6523 or benefits@getty.edu .

Limited Purpose Health Care FSA

You can use your Limited Purpose Health Care FSA to pay for a limited range of dental and vision expenses if:

- The expense is an eligible expense that is not reimbursed—or is only partially reimbursed—by any dental or vision plan, and
- You can substantiate the expense with appropriate documentation, such as an Explanation of Benefits (EOB) or receipt.

Eligible dental and vision expenses are those which are incurred by you or your eligible dependents during the calendar year as defined in Section 213(d) of the Internal Revenue Code. Your eligible dependents include dependents eligible under your health care plan and anyone else you can claim as a dependent on your Federal income tax return.

Maximum Annual Contribution

The maximum amount you can contribute to a Limited Purpose FSA in a calendar year is determined by the IRS. For information about the current contribution limit, visit gettybenefits.com.

Eligible Health Care Expenses

Eligible expenses include most dental and vision expenses that are not eligible for reimbursement by any other plan. Examples of eligible expenses include:

- Any deductibles, coinsurance or co-payments under a dental or vision plan in which you or your dependents are enrolled,
- Eye exams, eyeglasses and contact lenses (including solution and sterilizer) to the extent not covered under the Vision Plan,

Note: Payroll deductions for medical coverage are not eligible for reimbursement through the Limited Purpose Health Care FSA.

For a complete list of eligible health care expenses, see IRS Publication 502, available at www.irs.ustreas.gov.

Tax Considerations

When you use your Limited Purpose Health Care FSA to pay for a health care expense, you cannot claim the same expense as a deduction on your income tax return. You should consult with a tax advisor to see if participation in the Limited Purpose Health Care FSA is right for you.

In addition, you must pay income taxes on any reimbursement you receive for an ineligible expense. If you are not sure whether an expense qualifies for reimbursement from your Limited Purpose Health Care FSA, refer to IRS Publication 502. A copy is available at www.irs.ustreas.gov.

Any expenses that can be reimbursed through another source are not eligible for the Limited Purpose Health Care FSA. If the eligible expenses are for a plan other than the Getty's, you must submit a copy of that plan's Explanation of Benefits (EOB) with your claim to show the other plan did not pay the expenses. You will not receive a payment from your Limited Purpose Health Care FSA if another source paid for the same expense or if you do not submit the EOB.

Limited Purpose Health Care FSA Continuation

The J. Paul Getty Trust is required by the Consolidated Omnibus Reconciliation Act (COBRA) to allow you to continue making contributions to your Limited Purpose Health Care FSA after you would otherwise have to stop because of certain events.

- You or your spouse or dependent may elect to continue your Limited Purpose Health Care Reimbursement Account coverage under COBRA for at least one of the following qualifying events:
    - Your death,
    - Your termination (other than for gross misconduct) or a change in employment status that results in a loss of eligibility for the Plan,
    - Your divorce or legal separation, <u>or</u>
    - Your dependent child ceases to be a dependent under the terms of the Plan

- It is your responsibility, or that of an eligible family member, to inform the Plan Administrator of the occurrence of a qualifying event.

- When the Plan is notified that a qualifying event has occurred, a notice of the right to choose continuation of coverage will be provided to each eligible person(s). The right to elect continuation of coverage under COBRA ends 60 days from the date the notice is provided or the date coverage ends, whichever is later.

- You pay the entire cost of your continuation coverage

- Continuation will extend to the end of the current calendar year but may terminate sooner if the premium~~s~~ described above is not paid within 30 days of their due dates.

If you do not continue your Limited Purpose Health Care FSA on an after-tax basis, your participation ends on your termination date or the date you are on an unpaid leave of absence. You can continue to submit claims for eligible health care expenses incurred through this date. You have until March 31 of the following year to submit all your health care claims.

If you continue your Limited Purpose Health Care FSA, you are responsible for sending a check to the Getty each month in the amount of your after-tax contribution plus a 2% administrative fee. Then, you can file claims for expenses incurred during the remainder of your participation period, which can extend through the end of the calendar year. You have until March 31 of the following year to file your claims. This deadline applies even if you must stop contributing because you have reached the maximum continuation period under COBRA.

<u>The FSA stored-value credit card (see page 15) is not an option for those who elect to continue coverage through COBRA.</u> The card will be deactivated on the date your coverage ends.

Understanding your COBRA rights is very important. For more information on coverage continuation, go to www.gettybenefits.com or contact Human Resources at310.440.6523 or at benefits@getty.edu or 310.440.6523.

Dependent Care FSA

You can use your Dependent Care FSA to pay for dependent care services so that you (or you and your spouse) can work outside the home. As with the Health Care FSA, you deposit before-tax dollars into your Dependent Care FSA. Then you file claims for eligible expenses and receive reimbursement from the account.

Additional Eligibility Requirements

In addition to the eligibility requirements described in this document, you are eligible to participate in the Dependent Care FSA if:

1. You are single and pay dependent care expenses for an eligible dependent so you can work, or
2. You are married, and
    a. You must pay dependent care expenses so that you and your spouse can work, or
    b. You work and your spouse is a full-time student for at least five months in a calendar year, or
    c. You work and your spouse is disabled and unable to care for dependents.

Eligible Dependents

Eligible dependents include:

- A dependent younger than age 13 whom you can claim as an exemption on your Federal income tax return, and
- Your spouse, or any other dependent, such as a child or parent, who is unable to care for himself or herself, regularly spends at least eight hours a day in your home, and for whom you provide at least 50% financial support.

A dependent for these purposes is either a qualifying child or a qualifying individual. A qualifying child is your child or a descendant of your child. In addition, a qualifying child includes your brother, sister, stepbrother or stepsister or their descendants. To satisfy the definition of a qualifying child, the individual must be under 19 (or 24 if a student), have the same principal residence as you for more than 50% of the calendar year, and cannot have provided more than 50% of his or her own support for that calendar year.

Maximum Annual Contribution

Generally, the IRS allows each household to contribute $5,000 per year to a Dependent Care FSA. But certain restrictions may apply:

- If you are single, you can deposit up to $5,000 or your earned income, whichever is lower, or
- If you are married and filing a joint return, you and your spouse can deposit up to $5,000. However, if both you and your spouse work, your deposit cannot exceed your earned income or your spouse's (whichever is less). For example, if your spouse works part-time and earns $3,500 per year, $3,500 is the maximum your household can contribute to the Dependent Care FSA.

If you and your spouse have separate Dependent Care FSAs, together your total annual deposits cannot exceed the smallest of the following:

- $5,000,
- Your earned income for the year,
- Your spouse's earned income for the year. If your spouse is a full-time student, or is disabled, your spouse's earned income is assumed to be at least $250 a month if you have one person eligible for dependent care reimbursement, or $500 a month if you have two or more people eligible for dependent care reimbursement,
- If you are married and file separate Federal tax returns, you can deposit up to $2,500, or
- If your spouse also participates in a Dependent Care FSA where he or she works, the combined maximum you and your spouse can deposit to your separate FSAs is $5,000 a year.

Dependent Care Expenses

An expense must meet all of the following conditions for it to be an eligible dependent care expense:

1. The expense is incurred for services rendered on or after the effective date of your participation in the Plan and during the calendar year in which it applies.
2. Each dependent for whom you incur the expense is an eligible dependent. See the "Eligible Dependents" section in this document for more information.
3. The expense is incurred to enable you to be gainfully employed.
4. If the expense is incurred for services outside your home, your eligible dependent must spend at least 8 hours per day in your home.
5. If the expense is incurred for services provided by a dependent care center, the center must comply with all applicable state and local laws and regulations.

6. The expense is not paid to a child of yours who is under age 19 at the end of the year or to an individual who is a dependent for whom you or your spouse is entitled to a personal tax exemption as a dependent.
7. You must supply the taxpayer identification number for each dependent care service provider to the IRS with your annual tax return by completing IRS Form 2441.

If you are not sure whether an expense qualifies for reimbursement from your Dependent Care FSA, refer to IRS Publication 503, available at www.irs.ustreas.gov or contact your tax consultant.

Non-Eligible Expenses

Examples of non-eligible expenses include:

- Care while you are not working or looking for work,
- Care for a child for whom you have 50% or less physical custody,
- Care for a child age 13 or older who is not disabled,
- Overnight care or camps, or
- Instructional or sport specific camps.

If you are not sure whether an expense qualifies for reimbursement from your Dependent Care FSA, refer to IRS Publication 503, available at www.irs.ustreas.gov or contact a tax consultant.

Reimbursement Amounts

You can submit a claim against your account any time during the year for the amount of dependent care expenses. You will be reimbursed up to the amount of your current account balance. If the actual expense is more than your current account balance, you will be reimbursed the balance when sufficient deposits have been made to your account.

Using Your FSAs

There are two ways to use your FSA account(s). You can pay for eligible health care expenses using an FSA stored-value credit card or you can pay for the expense first and then file for reimbursement at a later time.

The advantage of using an FSA stored-value credit card is that it works like any other credit card. You don't have to use your cash and then file for reimbursement later. However, depending on the type and amount of the expense you incur, you may be requested to show proof that the expense paid was an eligible expense under the Plan. You must keep all receipts. Certain restrictions apply.

FSA Stored-Value Credit Card

The FSA stored-value credit card allows you to pay for eligible health care expenses at the time you incur the cost. Here's how it works:

1. When you enroll in an FSA, you agree to comply with the terms and conditions of the Employee Enrollment Agreement. You also certify that all expenses charged on the card will qualify as reimbursable under the Plan and will be incurred only by you or your eligible dependents and will not be reimbursed and are not reimbursable through any other means, including your dependent's insurance plans.

2. The card will be deactivated when employment or coverage ends. You may not use the card during any applicable COBRA continuation period.

3. You must certify proper use of the card as specified in the Employee Enrollment Agreement. Failure to abide by this certification will result in deactivation of the card.

4. You must obtain and retain a receipt each time you use the card. The receipt must include the following information:
   - The nature of the expense (i.e. type of service or treatment was provided),
   - The date the expense was incurred, <u>and</u>
   - The amount of the expense.

   You must retain the receipt for one year following the close of the calendar year in which the expense is incurred. Even though payment is made under the card arrangement, a receipt is required to be submitted (except as otherwise provided in the Employee Enrollment Agreement). You will receive a letter from the Claims Administrator to notify you when a receipt is needed along with instructions on how to submit the receipt. You must provide the receipt to the Claims Administrator within 45 days of the request.

5. There are situations where you may not be required to provide receipts to the Claims Administrator:

   - **Co-Payment Match**: If the FSA stored-value credit card payment matches a specific co-payment you have under the component medical plan. For example, under the PPO plan you have a $15 co-payment for a generic prescription. When you have the prescription filled and the $15 co-payment is paid to the pharmacy using your FSA stored-value credit card, you will not be required to provide the receipt to the Claims Administrator.

- **Previously Approved Claim Match**: A receipt is not required if the expense is the same as the amount, duration and provider as a previously approved expense. An example is scheduled coinsurance payments for orthodontics.

- **Provider Match Program**: A receipt is not required if the electronic payment is accompanied by an electronic or written confirmation from the health care provider that identifies the nature of your expense and verifies the amount.

Note: You should still always obtain the receipt when you incur the expense and swipe the card, even if you think it will not be needed, so that you will have it in the event the Claims Administrator does request it.

6. You must repay any improperly paid claims. If you are unable to provide adequate or timely substantiation as requested by the Claims Administrator, you must repay the Plan for the unsubstantiated expense. The deadline for repaying the Plan is set forth in the Cardholder Agreement that you receive with the card. If you do not repay the Plan within the applicable time period, the card will be deactivated and an amount equal to the unsubstantiated expense will be offset against future eligible claims under either the Health Care or the Dependent Care FSA.

How To File An FSA Claim

If you don't use the FSA stored-value credit card, you can file for reimbursement at any time during the year for eligible expenses incurred during that calendar year. You will be reimbursed for the expense after your request has been approved. However, there are different filing procedures as described below.

To file a claim online: Log on to www.payflexdirect.com and select Online Claim Submission.

You can also submit for reimbursement using PayFlex FSA Reimbursement Request Forms are available on www.payflexdirect.com, on www.gettybenefits.com or by contacting HR Benefits.

- Complete all applicable parts of the Reimbursement Request Form:

Part 1. List your name, your employer (The J. Paul Getty Trust) and your home address.
Part 2. List your expense(s) – patient name, type of service, date of service and amount. Attach a receipt to the form:

For a Health Care or Limited Purpose Heath Care FSA reimbursement, attach a bill or receipt, or if the service is covered by another plan, attach that plan's Explanation of Benefits (EOB). The Health Care FSA cannot pay you until the Claims Administrator receives this documentation.

For a Dependent Care FSA reimbursement, attach a receipt from your day care provider.

- Mail or fax the form and supporting documentation to the address/fax number on the claim form. If you have any questions about a reimbursement, contact - PayFlex.

When to File a Claim

For eligible expenses incurred during a given calendar year, you can file claims until March 31 of the following year. An expense is generally considered "incurred" when the service/product is provided, not when you are billed or when you pay for it.

Statement of Your Accounts

On a quarterly basis you will receive a statement showing your total contributions and reimbursements to date. However, to get an updated account status, you can call the Claims Administrator or log onto www.payflexdirect.com

If Your Claim is Denied

If your claim is denied, the Claims Administrator will provide the specific reasons for the denial, including reference to the Plan provisions on which the denial was based, within 90 days. You will also receive a description of the claims procedures, including the applicable time limits and your right to bring a civil action following the denial of an appeal under these procedures.

To get a full copy of the Getty's Claims Procedures, go to www.getty.edu/staff or you may request one from Getty Human Resources. Copies of the claims procedures will be provided at no charge.

Notice of Privacy Practices

The J. Paul Getty Trust (the "Getty") is committed to protecting the privacy of health information maintained by its Flexible Spending Plan and by the Plan's Business Associates who perform services for the Plan.

The Plan is required by law to protect the privacy of certain health information that may reveal your identity. Upon eligibility, you will receive a separate Privacy Notice outlining the Getty's Privacy Policy.

Other Important Information

Official Plan Name	The J. Paul Getty Trust Flexible Spending Account Plan
Plan Document	This booklet is a Summary Plan Description of the above named plan. You should refer to the official plan documents for more extensive information. If there is any conflict between the information summarized in this booklet and the official plan documents, the documents will govern.
Employer Identification Number	95-1790021
Plan Number	501
Plan Administrator	The J. Paul Getty Trust Attn: Director, Human Resources 1200 Getty Center Drive, Suite 400 Los Angeles, CA 90049-1681 310.440.6523 Benefits@getty.edu The administration of the Plan shall be under the supervision of the Plan Administrator. To the fullest extent permitted by law, the Plan Administrator shall have the discretion to determine all matters relating to eligibility, coverage and benefits under the plan, and the administrator shall have the discretion to determine all matters relating to the interpretation and operation of the plan. Any determination by the Plan Administrator shall be final and binding, in the absence of clear and convincing evidence that the Plan Administration acted arbitrarily and capriciously.
Funding	This program is self-insured.
Claims Administrator	PayFlex Systems USA, Inc. PO Box 4000 Richmond, KY 40476-4000
Requests for Information	If you have questions about your benefits, please email Human Resources at Benefits@getty.edu or call the Human Resources PhoneLine at 310.440.6523. All requests, appeals, elections and other communications should be in writing and should be hand delivered or sent by certified mail to the Plan Administrator.
Continuing the Plan	The Getty intends to continue the Flexible Spending Account Plan indefinitely, but reserves the right to change or end the plan at any time. If the plan ends, all coverage under it will be discontinued immediately. From time to time, the Getty may find that changes to the plan are necessary. After study of the situation by Human Resources, the Plan Administrator will implement the change.
Assignment of Benefits	For the protection of your interests and those of your dependents, your benefits under this plan cannot be assigned to someone else, with the exception of life insurance. To the extent permitted by law, your benefits are not subject to garnishment or attachment.

Your Rights as a Plan Member

As a participant in the J. Paul Getty Trust Health and Welfare Plan, you have certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provided 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, 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 Employee Benefits Security Administration.

- Obtain, upon written request to the Plan Administrator, copies of all plan documents governing the operation of the applicable 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 the 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 applicable employee benefit plan.

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

Continue Group Health Plan Coverage

You are entitled to group health care coverage for yourself, your spouse or your dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the Plan for more information about the rules governing your COBRA continuation coverage rights.

There is a reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan or health insurance issuer when you lose coverage under the group health plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a preexisting condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain free copies of documents relating to the decision, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the 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 which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a 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 the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee 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.