

**Accidental Death &  
Dismemberment: Retired**

**ADD**

**GROUP ACCIDENTAL DEATH  
& DISMEMBERMENT (AD&D)  
INSURANCE CERTIFICATE**

INSURANCE CERTIFICATE

POLICY NUMBER G-29313-0

**CCPOA  
Benefit Trust Fund**







New York Life Insurance Company  
– A Mutual Company Founded in 1845 –  
51 Madison Avenue, New York, NY 10010

# **GROUP ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE CERTIFICATE**

**(“CERTIFICATE”)**

**POLICYHOLDER CCPOA BENEFIT TRUST FUND**

**POLICY NUMBER G-29313-0 (the “Policy”)**

**CONTRACT STATE CALIFORNIA**

NEW YORK LIFE certifies that, as stated on the When Insurance Takes Effect page(s), a person becomes an INSURED RETIRED MEMBER on the EFFECTIVE DATE stated on the Certificate Cover Letter.

Insurance is subject to: (a) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (b) New York Life’s underwriting requirements.

Renewal Insurance under the Policy will be renewed automatically on each Anniversary Date, if its terms and conditions are met. Insurance will be renewed automatically on each CONTRIBUTION DATE for an INSURANCE PERIOD if the terms and conditions of the Policy are met.

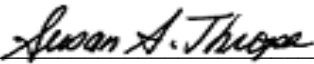
On all stated days and dates, insurance begins at 12:01 A.M. and insurance ends at midnight at the place the INSURED RETIRED MEMBER resides.

Highlights and other details of insurance appear in the Certificate Cover Letter. This page is attached to and made a part of the Certificate.

**Accidental Death & Dismemberment: Retired**

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to an INSURED RETIRED MEMBER under the Policy.

Right To Examine The Certificate Except for TRANSFER INSURANCE, an INSURED RETIRED MEMBER will have 30 days from the date of receipt to examine the initial Certificate. If the INSURED RETIRED MEMBER does not wish to keep the Certificate, it must be surrendered to the Policyholder within this period. Upon such surrender, the Policyholder will return any premium paid and insurance will be void from the start.



Secretary



President

**IMPORTANT CANCELLATION INFORMATION –  
PLEASE READ THE  
“WHEN INSURANCE ENDS” PAGE.**

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## IMPORTANT NOTICE

**Certificate** The Certificate is a summary of the provisions of the Policy. It should be kept in a safe place. It is not a contract of insurance. Any conflict between the terms of the Certificate and the Policy will be decided in favor of the Policy. A copy of the Policy is available at the Policyholder's office for inspection at any time during business hours. The INSURED RETIRED MEMBER should contact New York Life with questions regarding insurance.

**Claims** A claim should be submitted in accordance with the following:

**Notice Of Claim** The claimant must write to Policyholder about a claim within 30 days after the occurrence of any loss covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it can be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

## Accidental Death & Dismemberment: Retired

**Claim Forms** New York Life will send the claimant claim forms within 15 days after notice of claim is received. If New York Life does not send the forms within 15 days, the claimant can send written proof of claim. The claim form or proof must show the date, cause and extent of the loss.

**Proof Of Loss** New York Life must receive satisfactory proof of the loss within 90 days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it was not reasonably possible to furnish such proof within such time, provided such proof is furnished as soon as reasonably possible.

**Claims Payment** The benefit is payable within 30 days after receipt of satisfactory proof of the covered loss.

**Legal Action** The claimant cannot start any legal action: (a) within 60 days after a claim form or proof of loss is sent; or (b) more than three years after a claim form or proof of loss is due.

**Conformity With State Laws And/Or Regulations** Any provision of the Policy which is in conflict with any law and/or regulation of the Contract State or any extraterritorial law/or regulation of any other state in which an INSURED RETIRED MEMBER is a resident, is amended to conform to the minimum requirements of such law and/or regulation.

**Errors** Errors, or delays in keeping records, will: (a) not revoke insurance otherwise in force; (b) not continue insurance which otherwise would have ended; and (c) upon discovery, require fair adjustment of remittances and/or insurance to correct the error.

**Examination** New York Life, at its own expense, has the right and opportunity to:

1. have a person, for whom claim is made, examined: (a) physically; (b) psychologically; and/or (c) psychiatrically; to determine the existence and/or cause of any loss, other than loss of life. This right can be used as often as it is reasonably required while a claim is pending; and/or

2. in the event of loss of life: (a) reasonably request an autopsy where it is not forbidden by law or religious belief; and/or (b) examine the medical records of the deceased; to determine the cause of the loss.

## IMPORTANT NOTICE

**Incontestability** Except for nonpayment of CONTRIBUTIONS, New York Life cannot contest the validity of any insurance on a COVERED PERSON after it has been in force for two years prior to the contest under the Policy during such COVERED PERSON'S lifetime. To contest, New York Life will only rely upon: (a) written statements signed by the INSURED RETIRED MEMBER and/or his or her INSURED DEPENDENT in applying for such insurance: (1) under the Policy; and/or (2) under another policy, if such statements are used to allow insurance to take effect under or be transferred to the Policy; and/or (b) the provisions on the When Insurance Takes Effect page(s). A copy of all statements must be furnished to such person or to his or her beneficiary. Such statements are representations, not warranties.

The time insured under the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year contestable period has elapsed.

**Insured Employee's Individual Certificate** New York Life will issue to the Policyholder an individual certificate to be given to each INSURED RETIRED MEMBER. Such certificate will state: (a) the insurance to which the INSURED RETIRED MEMBER is entitled; (b) the essential features of the insurance; and (c) to whom benefits are payable. Any conflict between the terms of the individual certificate and the Policy will be decided in favor of the Policy.

**Misstatements** Subject to the Errors and Incontestability sections, if relevant statements of age were not accurate for any person, a fair adjustment of remittances and/or insurance will be made as follows:

1. if the age has been overstated: (a) the amount of remittance will be adjusted to reflect the difference between the remittance applicable at the correct age and the incorrect remittance previously paid; and (b) the Policyholder will refund the amount of any corresponding adjustment, except that: If insurance has been erroneously reduced because such person was thought to have reached a higher age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age; or



2. if the age has been understated: (a) the amount of insurance will be adjusted downward for any INSURANCE PERIOD in proportion to the ratio of the charges previously paid for such INSURANCE PERIOD to the prescribed charges at the correct age for such INSURANCE PERIOD; and (b) there will be no adjustment to any remittance previously paid, except that: If insurance was not reduced because such person was thought to have been in a lower age bracket, as stated on the Schedule page(s), the amount of insurance and remittance will be adjusted based on such person's correct age.

**Policy Changes** The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by New York Life, and: (a) results from the exercise of a right reserved to New York Life in the Policy; (b) is issued to conform to any law and/or regulation which, in New York Life's sole judgment, applies to the insurance under the Policy; or (c) results from the termination or change in an agreement between New York Life and a third party, if such agreement is separate and distinct from the Policy and provided the Policyholder is not a party to such agreement. No agent of New York Life can make or change the Policy or waive any of its provisions.

**Termination By The Policyholder** The Policyholder may terminate the Policy, only after the first Anniversary Date, by giving written notice to New York Life at least 60 days in advance. Termination will take effect on the later of: (a) the date New York Life receives such notice; and (b) the date stated in such notice.

**Termination By New York Life** New York Life can terminate the Policy by giving written notice to the Policyholder at least 60 days in advance.

# WHEN INSURANCE TAKES EFFECT

**Requests** An ELIGIBLE MEMBER can request to be insured for MEMBER INSURANCE or both MEMBER INSURANCE and DEPENDENT INSURANCE for each of his or her ELIGIBLE DEPENDENTS. TRANSFER INSURANCE on each INSURED RETIRED MEMBER or each INSURED RETIRED MEMBER and each of his or her ELIGIBLE DEPENDENTS will automatically be transferred to the Policy on the TRANSFER DATE.

## **For Insurance To Take Effect**

For insurance to take effect:

1. the Policyholder must receive a completed, written request for insurance on a form satisfactory to New York Life; and
2. on an ELIGIBLE DEPENDENT, the ELIGIBLE MEMBER must be an INSURED RETIRED MEMBER on the ELIGIBLE DEPENDENT'S EFFECTIVE DATE; and
3. the required CONTRIBUTION must be received;
4. New York Life must approve the insurance; and
5. the ELIGIBLE MEMBER must be a dues paying member of the CCPOA Retired Chapter in good standing.

Insurance takes effect on the EFFECTIVE DATE.

No benefits will be paid for any loss occurring before the EFFECTIVE DATE.

# AD&D INSURANCE

New York Life will pay a benefit for a COVERED PERSON'S Covered Loss in accordance with all of the following:

**Covered Loss** A Covered Loss is a loss that:

1. except as stated in the Exposure and Disappearance liberalizations, a COVERED PERSON suffers, but only if such loss results from an accidental injury and such:  
(a) loss occurs within 365 days of such injury; (b) injury occurs while he or she is insured under the Policy; and (c) injury is the direct result of the accident and is independent of all other causes. Termination of the Policy or of a COVERED PERSON'S insurance will not prejudice the payment of benefits for a Covered Loss which resulted from an accidental injury that occurred before the date of such termination.

**Exposure Benefit** -If a COVERED PERSON suffers a loss listed in the Table of Benefits as a result of exposure to the elements, such loss will be considered to be a Covered Loss resulting from an accidental injury.

**Disappearance Benefit** -If the COVERED PERSON is riding in a conveyance and such conveyance either disappears or sinks as the result of an accident and the COVERED PERSON'S body is not found one year after the accident, New York Life will presume the COVERED PERSON suffered a loss of life due to an accidental injury within 365 days of such accident;

2. is listed on the Table Of Benefits on the Schedule page(s); and
3. is not excluded in the Exclusions section.

## Accidental Death & Dismemberment: Retired

**Exclusions** The following losses are excluded:

**Air Travel** -A loss that occurs during or is a direct result of the COVERED PERSON'S travel in, travel on, fall from or descent from any aircraft while such aircraft is in flight, unless the COVERED PERSON is traveling solely as a passenger.

**Crime/Illegal Occupation/Illegal Activity** -A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED

PERSON'S participation in or incarceration resulting from any of the following in a role other than as a victim: (a) the commission of a felony; (b) an illegal occupation or activity; (c) an insurrection; (d) terrorist activity; or (e) a riot.

# AD&D INSURANCE

**Disease/Infirmary** -A loss that is due to or related to: (a) disease or bodily infirmity of mind or body; (b) medical or surgical treatment of such disease or bodily infirmity; or (c) bacterial infections, except infections which occur as the result of an: (1) accidental cut or wound; or (2) accidental ingestion of contaminated material.

**Drugs** -A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S: (a) use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents, unless such use is as prescribed by a doctor or accidentally administered; (b) illegal use of drugs, intoxicants, narcotics, barbiturates or hallucinogenic agents; or (c) legal intoxication.

**Military Service** -A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S duty in the military, naval or air services of any country.

**Self-Inflicted Injury/Suicide** -A loss that: (a) is due to or is related to: (1) suicide; (2) an attempt at suicide; or (3) an intentionally self-inflicted injury; (b) occurs during an attempt at suicide; or (c) occurs while intentionally injuring oneself; while the COVERED PERSON is sane or insane.

**Treatment** -A loss that: (a) occurs during; (b) is due to; or (c) is related to; any medical, dental or surgical treatment unrelated to the accident which would otherwise entitle the COVERED PERSON to benefits.

**War Conditions** -A loss that: (a) occurs during; (b) is due to; or (c) is related to; the COVERED PERSON'S engagement in any of the following in a role other than as a victim: (a) in war, (b) an act of war, or (c) an armed conflict which involves the armed forces of one or more countries.

**For The Benefit To Be Paid** For a Covered Loss to be paid, New York Life must: (a) receive satisfactory proof of the COVERED PERSON'S loss within 90 days after such loss. If it is not possible to give proof within such 90 day period, it must be given as soon as reasonably possible; and (b) determine that the loss is a Covered Loss.

## Accidental Death & Dismemberment: Retired

**What Benefit Is Payable** The benefit payable for a Covered Loss is the applicable percentage of the Principal Sum in force for the COVERED PERSON on the date of the Covered Loss, as stated in the Table Of Benefits on the Schedule page(s). The benefit is payable within 30 days after receipt of satisfactory proof. A single lump sum payment is made.

New York Life will pay interest on the Death Benefit from the date of the COVERED PERSON'S death until the date of payment. Interest will be paid at the greater of the annual interest rate declared by New York Life for policy proceeds left with New York Life under Option 1 (Proceeds at Interest) or the minimum required by state law.

In addition to the benefits payable for a Covered Loss, a COVERED PERSON may be entitled to the benefits outlined below.

**Spouse Education Benefit** -New York Life will pay an additional benefit if an INSURED RETIRED MEMBER'S death is a Covered Loss and such INSURED RETIRED MEMBER has an INSURED SPOUSE. After the INSURED RETIRED MEMBER'S death, the INSURED SPOUSE:

1. must enroll in an Occupational Training Program for the purpose of earning an independent income;
2. enrollment must occur within 12 months of INSURED RETIRED MEMBER'S death, and expenses must be incurred within two years of the death.

The benefit amount is the lesser of: (a) 5% of the INSURED RETIRED MEMBER'S Principal Sum; (b) expenses incurred for Occupational Training; or (c) the maximum amount of \$5,000.

If the Principal Sum is payable because of the INSURED RETIRED MEMBER'S death, and there is no surviving INSURED SPOUSE, New York Life will pay a flat benefit of \$1,000.

The benefit payable for an INSURED RETIRED MEMBER'S INSURED SPOUSE is payable to such INSURED SPOUSE.

“Occupational Training Program” means any education, professional or trade training which prepares a spouse for an occupation for which he or she would otherwise not qualify.

## AD&D INSURANCE

**Common Disaster Benefit** -New York Life will pay an additional benefit if: (1) an INSURED RETIRED MEMBER and his or her INSURED SPOUSE both suffer a Covered Loss from covered accidental injuries sustained in a Common Accident; and (2) the Covered Losses occur in a Common Accident. The INSURED SPOUSE'S Principal Sum will be increased to an amount equal to the lesser of: (a) the INSURED RETIRED MEMBER'S Principal Sum; (b) or an amount which, when added to the INSURED RETIRED MEMBER'S Principal Sum, equals \$200,000.

“Common Accident” means the same accident or separate accidents that occur within the same 24 hour period.

### **Beneficiary**

Covered Loss Except as stated below, the benefit payable for a COVERED PERSON'S Covered Loss, other than for his or her loss of life, will be paid to the COVERED PERSON.

The benefit payable for a COVERED PERSON'S loss of life will be paid in accordance with the Death Benefit subsection of the Beneficiary section.

**Death Benefit** Except as stated below, the Death Benefit will be paid to the designated beneficiary(ies). However, if at the time of the COVERED PERSON'S death there is no surviving beneficiary for any designated share of the Death Benefit, such share will be paid to the COVERED PERSON'S surviving relative(s) in the following order of survival:

1. for an INSURED EMPLOYEE: lawful married spouse or domestic partner; children equally; parents equally; or brothers and sisters equally;
2. for an INSURED SPOUSE: lawful married spouse or domestic partner; children equally; parents equally; or brothers and sisters equally; or
3. for an INSURED CHILD: parent, brothers and sisters equally; or children equally.

If there are no surviving relatives, or none can be found within 12 months after the COVERED PERSON'S death, the Death Benefit will be paid to the executor or administrator of the COVERED PERSON'S estate.



In addition, if a beneficiary dies within 15 days after the COVERED PERSON, New York Life will consider such beneficiary to have predeceased such COVERED PERSON, if payment has not already been made.

For MEMBER INSURANCE, the INSURED RETIRED MEMBER can designate a beneficiary or change his or her beneficiary designation.

For an INSURED DEPENDENT, the automatic beneficiary is the INSURED RETIRED MEMBER.

One or more beneficiaries can be designated. If more than one beneficiary is designated, they can be classified as Primary Beneficiary (“Primary Beneficiary” is the person(s) named to first receive the proceeds of the insurance), or Contingent Beneficiary (“Contingent Beneficiary” is the person(s) named to receive the proceeds of the insurance if no Primary Beneficiary survives). Each beneficiary’s share can be stated. If more than one beneficiary is designated and if their respective interests have not been stated, they will share alike. If such designated beneficiary is a minor, his or her share may be paid to: (a) an appointed legal guardian; or (b) if no legal guardian is appointed, a person who, at New York Life’s option and in its opinion is caring for and supporting the minor.

**Forfeiture Of Payment** -No payment will be made to any person(s) if such person(s) is the principal or an accomplice in willfully bringing about the death of the COVERED PERSON. Payment will be made in accordance with this section as though that person(s) had died before the COVERED PERSON.

**Request Procedure** To designate a beneficiary or change a beneficiary designation, New York Life must be given a completed, written request on a form satisfactory to it. Such request must be approved and recorded by or on behalf of New York Life. After such recording, the request will take effect as of the date it was signed, subject to any payment made or any other action taken by or on behalf of New York Life before the recording. Requests in effect under the PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

## WHEN INSURANCE ENDS

A COVERED PERSON'S insurance will end on the earliest of:

1. the last day of the Grace Period, stated below, that follows the end of the INSURANCE PERIOD for which the last CONTRIBUTION has been paid for the COVERED PERSON;

Grace Period – The COVERED PERSON is entitled to a Grace Period of 31 days for the payment of each CONTRIBUTION due except for the first. During the Grace Period, the COVERED PERSON'S insurance continues in force. If the CONTRIBUTION due is not paid before the end of the Grace Period, the COVERED PERSON'S insurance automatically ends on the last day of such Grace Period;

2. the first day of the INSURANCE PERIOD after which an INSURED RETIRED MEMBER is no longer a CCPOA Retired Chapter dues paying member;
3. for an INSURED SPOUSE, the last day of the INSURANCE PERIOD during which such INSURED SPOUSE ceases to be the lawful married spouse or domestic partner of the INSURED RETIRED MEMBER;
4. for an INSURED CHILD, the last day of the INSURANCE PERIOD during which such INSURED CHILD no longer satisfies the requirements of an ELIGIBLE CHILD;
5. the last day of that month if the COVERED PERSON'S written request to end insurance is received on or before the 3rd of the month; or the last day of the next following month if the COVERED PERSON'S written request is received after the 3rd of the month; or
6. the day before the day the Policy ends or is changed to end insurance for the group of insureds to which the COVERED PERSON belongs.

# CONTINUANCE

Insurance in force on each COVERED PERSON will continue, after the date it would otherwise have ended as stated on the When Insurance Ends page(s), in accordance with all of the following:

**Handicapped Child Benefit** Insurance in force will continue for an INSURED CHILD who has: (a) reached AGE 21; and (b) has a Handicap (“Handicap” means a physical or mental disability which: (1) renders the INSURED CHILD incapable of self-sustaining employment; and (2) requires dependency on the INSURED RETIRED MEMBER or other care provider(s) for support or, in the event of the INSURED RETIRED MEMBER’S death, on the family or other care provider(s) for support); if:

1. New York Life receives satisfactory proof of such Handicap within 31 days after the date such child’s insurance would otherwise have ended due to reaching the limiting eligibility age; and
2. the CONTRIBUTION is paid.

The benefit will end on the earliest of the following:

1. the last day of the INSURANCE PERIOD during which such child is no longer so Handicapped;
2. the date New York Life does not receive the required proof that such child remains Handicapped as required by New York Life but no more frequently than annually; or
3. the date insurance would otherwise end as stated on the When Insurance Ends page(s).

## DEFINITIONS

**AGE** means the attained age on the first day of any INSURANCE PERIOD. References to Age in any heading means “AGE”.

**CONTRIBUTION** means the applicable full periodic payment toward the premium, received by the Policyholder, which is necessary for insurance to take effect on the EFFECTIVE DATE and/or for insurance to continue in force under the Policy. CONTRIBUTION is determined by the Policyholder and is due on each CONTRIBUTION DATE.

**CONTRIBUTION DATE** means the following dates on or before which the CONTRIBUTION must be paid to the Policyholder:

1. initially: the EFFECTIVE DATE; and
2. thereafter, the applicable annual, semiannual, quarterly, monthly, or payroll deduction date based on the mode of contribution payment elected by the INSURED RETIRED MEMBER and accepted by the Policyholder.

**COVERED PERSON** means an INSURED RETIRED MEMBER or an INSURED DEPENDENT.

**DEPENDENT INSURANCE** means an INSURED RETIRED MEMBER’S insurance for his or her INSURED DEPENDENT(S).

**EFFECTIVE DATE** means the date that insurance takes effect as follows: (a) if the request for insurance is received before the third day of the current month, insurance will become effective on the first day of the month immediately following the pay period during which the first CONTRIBUTION is deducted from the ELIGIBLE MEMBER’S CalPERS retirement benefit; or (b) if the request is received after the third day of the current month, insurance will become effective on the first day of the month immediately following next.

“CalPERS” is the California Public Employee’s Retirement System, which manages retirement benefits for California’s public employees, retirees and their families.

**ELIGIBLE DEPENDENT** means a person who is an **ELIGIBLE MEMBER'S**:

1. lawful married spouse or domestic partner (“domestic partner means a person with whom an **ELIGIBLE MEMBER** maintains a Committed Relationship. “Committed Relationship” means a familial relationship between two individuals characterized by mutual caring and the sharing of a mutual residence”), who:
  - a. is identified on the request for group insurance;
  - b. with respect to a domestic partner, completes and submits the Declaration of Domestic Partnership;
  - c. has not exceeded the **MAXIMUM ELIGIBILITY AGE**; and
  - d. is not an **ELIGIBLE MEMBER**; or
  
2. natural child, stepchild, adopted child, foster child, or guardian child who:
  - a. is not married;
  - b. with respect to a stepchild, foster child, or guardian child, is primarily dependent upon the retired member for support and maintenance;
  - c. has not exceeded the **MAXIMUM ELIGIBILITY AGE**; and
  - d. is not an **ELIGIBLE MEMBER**.

If both parents of an **ELIGIBLE CHILD** are **INSURED RETIRED MEMBERS**, such child will be considered an **ELIGIBLE DEPENDENT** of only one parent.

References to an adopted child include a child who is in the custody of the employee, pursuant to an interim court order of adoption or placement of adoption, whichever comes first, which vests temporary care of the child with the employee regardless of whether a final order granting adoption is finally issued.

References to **ELIGIBLE SPOUSE** and **ELIGIBLE CHILD(REN)** mean the same as **ELIGIBLE DEPENDENT** spouse or domestic partner and **ELIGIBLE DEPENDENT** child(ren), respectively

## DEFINITIONS

**ELIGIBLE MEMBER** means a person who is:

1. a retired member of the Policyholder; and
2. a CCPOA Retired Chapter dues paying member.

**INSURANCE PERIOD** means the span of time from a CONTRIBUTION DATE through the day before the next CONTRIBUTION DATE, during which insurance continues, if the CONTRIBUTION for such span of time is paid.

**INSURED DEPENDENT** means a person who: (a) was an ELIGIBLE DEPENDENT on his or her first EFFECTIVE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

References to **INSURED SPOUSE and INSURED CHILD(REN)** mean the same as INSURED DEPENDENT spouse or domestic partner and INSURED DEPENDENT child(ren), respectively.

**INSURED RETIRED MEMBER** means a person who: (a) was an ELIGIBLE MEMBER on his or her first EFFECTIVE DATE; (b) became insured under the Policy, as approved by New York Life; and (c) remains insured under the Policy.

References to **INSURED RETIRED MEMBER** mean the Owner for the incidents of ownership. (“Owner” means the person who has the rights of ownership of the insurance.)

**MAXIMUM ELIGIBILITY AGE** means the oldest a person can be and still be initially eligible for insurance, as follows: ELIGIBLE SPOUSE, through age 74; or ELIGIBLE CHILD, through age 20, or through age 22 if a full-time student.

**MEMBER INSURANCE** means an INSURED RETIRED MEMBER’S insurance for himself or herself.

**PREVIOUS POLICY** means Group Policy Number ADD-7454 issued to CCPOA Benefit Trust Fund by Hartford Life and Accident Insurance Company.

**TRANSFER DATE** means September 1, 2009.

**TRANSFER INSURANCE** means the employee insurance or employee and dependent insurance in force on August 31, 2009, which is being transferred to the Policy on such **TRANSFER DATE**.

# SCHEDULE

The Principal Sum available to each COVERED PERSON is as follows:

## Insured Retired Member\* IN MULTIPLES OF \$25,000

Insured's Age	Maximum Amount of Insurance Available
Under Age 70	\$100,000
70 but before 75	\$65,000
75 but before 80	\$45,000
80 but before 85	\$ 30,000
85 and Over	\$ 15,000

## Table of Benefits

Covered Loss	Percentage of Principal Sum
loss of life	100%
loss of two limbs or sight of both eyes	100%
loss of one hand and one foot	100%
loss of one limb and the sight of one eye	100%
loss of speech and hearing	100%
loss of movement of both upper and lower limbs (quadriplegia)	100%
loss of movement of both lower limbs (paraplegia)	75%
loss of movement of both upper and lower limbs on one side of the body (hemiplegia)	50%
loss of one limb	50%
loss of sight of one eye	50%
loss of speech or hearing	50%
loss of thumb and index finger on one hand	25%



**Loss of sight, speech or hearing** means total and permanent loss.

**Loss of limb** means severance through or above the wrist or ankle.

**Loss of thumb and index finger** means severance through or above the metacarpophalangeal joints.

**Loss of movement of limbs** means total and permanent paralysis of such limbs.

### Each Insured Dependent \*

The following percentage of the  
Insured Retired Member's Principal Sum:

Insured Spouse Only	Insured Spouse and Insured Child(ren)	Insured Child(ren) Only
50%	Insured Spouse 40%	15%
	Insured Child(ren) 10%	

### Maximum

The maximum for each COVERED PERSON while he or she is insured under the Policy is as follows:

No more than one benefit, the largest benefit, is payable for all losses to the same limb due to or related to any one accident.

No more than the Principal Sum is payable for all losses due to or related to any accident, except as otherwise provided under the What Benefit Is Payable section on the AD&D Insurance page(s).

\* TRANSFER INSURANCE on each COVERED PERSON will equal the amount of insurance in effect on the day before the TRANSFER DATE without regard to the minimum or maximum restrictions.

# SCHEDULE

The Principal Sum will automatically reduce on the CONTRIBUTION DATE on or next following the date the INSURED EMPLOYEE reaches the age in the Reduction Schedule:

<b>Reduction Age</b>	<b>Percentage of Principal Sum</b>
70	65% of the amount in force on the day prior to reaching AGE 70
75	45% of the amount in force on the day prior to reaching AGE 70
80	35% of the amount in force on the day prior to reaching AGE 70
85	15% of the amount in force on the day prior to reaching AGE 70

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## **NOTICE TO CALIFORNIA INSUREDS**

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**We are the Plan Administrator for your insurance coverage  
with New York Life Insurance Company.**

If you need assistance, please contact us at:

**CCPOA Benefit Trust Fund  
2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235**

**Telephone No.: 800 468-6486**

The address and toll-free number for the  
Consumer Affairs Unit  
of the California Department of Insurance is:

**Consumer Services and Market Conduct Branch  
Consumer Services Division  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
Telephone No: 1-800-927-4357 (HELP)**

However, the Department of Insurance has requested  
that we inform you that they are to be contacted only if  
discussions with us have failed to produce a resolution to the  
problem that is satisfactory to you.

## **STATE REGULATIONS DOMESTIC PARTNER ENDORSEMENT**

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*The following applies to  
California, Nevada and Washington residents:*

For the purpose of providing the same benefits, protections and responsibilities to parties of a domestic partnership that are granted to spouses in a marriage, the following Endorsement is attached to the Policy and Certificate:

### **PURPOSE:**

This endorsement is part of the policy, contract, certificate and/or riders and endorsements to which it is attached and is intended to provide benefits to parties of a domestic partnership. State law requires that parties to a domestic partnership shall have the same benefits, protections, and responsibilities under law as are granted to spouses in a marriage. In order to receive benefits in accordance with this endorsement, the parties to a domestic partnership must have completed and filed a Declaration of Domestic Partnership/Certificate of Registered Domestic Partnership in accordance with the laws of their state of residence.

### **GENERAL DEFINITIONS, TERMS, CONDITIONS AND PROVISIONS:**

The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

Where terms are used that mean or refer to a spouse, such as “lawful married spouse,” “dependent spouse” or “spouse” the term “domestic partner” shall also be included.

The term “domestic partner” shall be defined within the Eligible Dependent section as “a person with whom an ELIGIBLE MEMBER maintains a Committed Relationship. A ‘Committed Relationship’ means a familial relationship between two individuals characterized by mutual caring and the sharing of a mutual residence.”

Terms that mean or refer to the inception or dissolution of a marriage, such as “date of marriage,” “divorce decree,”

“termination of marriage” and any other such terms shall also include the inception or termination of a domestic partnership.

“Child or covered child” means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a domestic partnership





**We've Got You Covered.**

**1-800-In-Unit-6**

**1-800-468-6486**



**CCPOA**

**Benefit Trust Fund**

2515 Venture Oaks Way, Suite 200

Sacramento, CA 95833-4235

**[www.ccpoabtf.org](http://www.ccpoabtf.org)**