

# & DISMEMBERMENT (AD&D) INSURANCE CERTIFICATE

**INSURANCE CERTIFICATE** 

POLICY NUMBER G-29312-0

### CCPOA Benefit Trust Fund



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

("CERTIFICATE")

POLICYHOLDER CCPOA BENEFIT TRUST FUND
POLICY NUMBER G-29312-0 (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 EMPLOYEE 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 EMPLOYEE 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.

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

Right To Examine The Certificate Except for TRANSFER INSURANCE, an INSURED EMPLOYEE will have 30 days from the date of receipt to examine the initial Certificate. If the INSURED EMPLOYEE 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.

G-29312-0/CERT

8/1/09

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#### Table Of Contents

IMPORTANT NOTICE	3
WHEN INSURANCE TAKES EFFECT	7
AD&D INSURANCE	8
AD&D INSURANCE	11
WHEN INSURANCE ENDS	17
CONTINUANCE	18
DEFINITIONS	19
SCHEDULE	24
CERTIFICATE COVER LETTER	

G-29312-0

**GMR-ER-C-TABLE** 

#### 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 EMPLOYEE should contact New York Life with questions regarding insurance.

<u>Claims</u> 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.

<u>Claim Forms</u> 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.

<u>Proof Of Loss</u> 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.

<u>Claims Payment</u> 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 four 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 EMPLOYEE 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.

<u>Examination</u> New York Life, at its own expense, has the right and opportunity to:

- 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
- 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.

G-29312-0 - 2

GMR-ER-C-NOTICE As Amended By GMR-C-NOTICE

#### 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 EMPLOYEE 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.

<u>Misstatements</u> 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:

- 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 Change**s 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.

G-29312-0 - 3

GMR-ER-C-NOTICE As Amended By GMR-C-NOTICE

#### WHEN INSURANCE TAKES EFFECT

**Requests** An ELIGIBLE EMPLOYEE can request to be insured for EMPLOYEE INSURANCE or both EMPLOYEE INSURANCE and DEPENDENT INSURANCE for each of his or her ELIGIBLE DEPENDENTS.

#### For Insurance To Take Effect

For insurance to take effect:

- the EMPLOYER must receive a completed, written request for insurance on a form satisfactory to New York Life; and
- on an ELIGIBLE DEPENDENT, the ELIGIBLE EMPLOYEE
  must be an INSURED EMPLOYEE on the ELIGIBLE
  DEPENDENT'S EFFECTIVE DATE; and
- 3. the required CONTRIBUTION must be received; and
- 4. New York Life must approve the insurance; and
- the INSURED EMPLOYEE must be a dues paying CCPOA member in good standing.

When Insurance Takes Effect Except as stated below, insurance takes effect on the EFFECTIVE DATE, if the proposed INSURED EMPLOYEE is ACTIVELY-AT-WORK on the EFFECTIVE DATE.

These requirements do not apply to TRANSFER INSURANCE. No benefits will be paid for any loss or disability occurring before the EFFECTIVE DATE.

**Subsequent Child** -If the INSURED EMPLOYEE has DEPENDENT INSURANCE in force for children, any child he or she later acquires will become insured on the day such child first becomes an ELIGIBLE CHILD.

When Insurance Takes Effect -Insurance for a proposed INSURED EMPLOYEE not ACTIVELY-AT-WORK on the date such insurance would otherwise have taken effect, will take effect on the day the proposed INSURED EMPLOYEE is ACTIVELY-AT-WORK.

G-29312-0

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#### 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:

 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.

G-29312-0 - 4

GMR-ER-C-ADD

#### AD&D INSURANCE

**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.

**Disease/Infirmity** -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.

<u>For The Benefit To Be Paid</u> 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.

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.

**Day Care Benefit** -New York Life will pay an additional benefit if an INSURED EMPLOYEE'S death is a Covered Loss and:

- at the time of such INSURED EMPLOYEE'S death, his or her child is under age 13 and enrolled in a DAY CARE PROGRAM; and
- satisfactory proof of enrollment, as described below, is provided to New York Life prior to the last day of the 12th month on or next following the INSURED EMPLOYEE'S death. If it is not possible to give proof within such period, it must be given as soon as reasonably possible.

The benefit is paid each year for each child who qualifies for the Day Care Benefit, except that no more than four Day Care Benefits will be paid for each such child.

The benefit will be paid to the child's legal representative.

G-29312-0 - 5

GMR-ER-C-ADD

#### AD&D INSURANCE

Proof of the child's enrollment in an approved DAY CARE PROGRAM may include, but not be limited to, the following:

- a copy of the child's approved enrollment application in an approved DAY CARE PROGRAM;
- canceled check(s) which prove payment to an approved DAY CARE PROGRAM; and
- correspondence from the DAY CARE PROGRAM
   confirming that the child is attending the program or has
   been enrolled in the program and will be attending such
   program within 365 days of the INSURED EMPLOYEE'S
   death.

The maximum benefit amount is the lesser of: (a) 5% of the INSURED EMPLOYEE'S Principal Sum; or (b) \$10,000.

If the INSURED EMPLOYEE does not have a child eligible for this benefit at the time of the INSURED EMPLOYEE'S death, New York Life will pay a flat benefit of \$1,000.

#### "DAY CARE PROGRAM" is a child care program which:

- is operated in a private home, school or other facility; and
- 2. provides and charges a fee for the care of children; and
- 3. is licensed as a Day Care Center or is operated by a licensed Day Care Provider, if such licensing is required by the state or jurisdiction in which it is located; or if licensing is not required, provides childcare on a daily basis for 12 months a year; and
- 4. is not provided by an immediate relative of the child receiving the care. An immediate relative is a sibling, parent, stepparent, grandparent, aunt or uncle.

**Student Education Benefit** -New York Life will pay an additional benefit if an INSURED EMPLOYEE'S death is a Covered Loss and such INSURED EMPLOYEE has INSURED CHILD(REN) under age 23, who at the time of such INSURED EMPLOYEE'S death:

- is a student attending an accredited post-secondary educational institution, including but not limited to a college or a vocational or technical school on a full-time basis as determined by such institution; or
- 2. is within 12 months of attending such institution and provides proof of enrollment in such institution.

The benefit amount is the lesser of: (a) 5% of the INSURED EMPLOYEE'S Principal Sum; or (b) \$10,000. The benefit is payable each year for up to four consecutive years, except that: The benefit will end for such student if he or she ceases to qualify as a student as stated above.

If the INSURED EMPLOYEE does not have a dependent eligible for this benefit at the time of the INSURED EMPLOYEE'S death, New York Life will pay a flat benefit of \$1.000.

The benefit payable for an INSURED EMPLOYEE'S INSURED CHILD(REN) is payable to such INSURED CHILD(REN), except that if such INSURED CHILD(REN) is a minor, the benefit will be paid to an INSURED EMPLOYEE'S INSURED CHILD(REN)'S legal representative.

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

- must enroll in an Occupational Training Program for the purpose of earning an independent income;
- enrollment must occur within 12 months of INSURED EMPLOYEE'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 EMPLOYEE'S Principal Sum; (b) expenses incurred for Occupational Training; or (c) \$5,000.

If the Principal Sum is payable because of the INSURED EMPLOYEE'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 EMPLOYEE'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.

G-29312-0 - 6

GMR-ER-C-ADD

#### AD&D INSURANCE

Repatriation Benefit -If a COVERED PERSON'S death occurs outside the territorial limits of the state or country of his or her permanent residence, and is a Covered Loss, New York Life will pay a Repatriation Benefit. The benefit is the lesser of: (a) 5% of the Principal Sum; (b) \$5,000; or (c) the actual cost of cremation or preparing the body for burial and transportation of the body to the burial or cremation site. The Repatriation Benefit is limited to the: (a) preparation of the body for burial or cremation; and (b) transportation of the body to the place of burial or cremation.

Seat Belt Benefit -New York Life will pay an additional benefit if a COVERED PERSON'S death is a Covered Loss and such COVERED PERSON dies as a result of injuries sustained in an accident, provided the death occurs within 180 days of the accident, while: (a) traveling in a Private Passenger Car; (b) the seatbelt was in proper use by the COVERED PERSON at the time of the accident as certified in the accident report or by the investigating officer; and (c) the driver of the Private Passenger Car was a licensed driver and was not intoxicated, impaired or under the influence of alcohol or drugs.

A copy of the accident report made out by the police must be submitted to New York Life.

The benefit amount is an additional 10% of the COVERED PERSON'S Principal Sum, to a maximum of \$10,000.

Air Bag Benefit - If the Seat Belt Benefit is payable as stated above, New York Life will pay an additional benefit if the COVERED PERSON was positioned in a seat protected by a properly functioning, original, factory-installed airbag system that inflates on impact when the accident occurred.

The benefit amount is an additional 10% of the COVERED PERSON'S Principal Sum to a maximum of \$10,000.

Coma Benefit -New York Life will pay an additional benefit provided 100% of the COVERED PERSON'S Principal Sum has not been paid, if: (1) a COVERED PERSON lapses into a Coma as a result of an accidental injury; (2) the Coma occurs within 31 days of the accidental injury; and (3) the Coma has lasted for a minimum of 31 days. The benefit will be equal to 1% of the Comatose Maximum Benefit Amount. This benefit will be paid monthly until the earliest of the following: (1) the date the COVERED PERSON is no longer in a Coma; (2) the date of the COVERED PERSON'S death; or (3) the Comatose Maximum Benefit Amount has been paid.

"Comatose Maximum Benefit Amount" equals the Principal Sum less all other payments under the Accidental Death and Dismemberment Benefit for the Injury.

"Coma" means a state of profound unconsciousness with no evidence of appropriate responses to stimulation. The COVERED PERSON must be confined in a medical facility and diagnosed as comatose by a licensed physician.

Common Disaster Benefit -New York Life will pay an additional benefit if: (1) an INSURED EMPLOYEE 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 EMPLOYEE'S Principal Sum; (b) or an amount which, when added to the INSURED EMPLOYEE'S Principal Sum, equals \$300,000, up to a maximum benefit of \$200,000.

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

**At Work Accidental Death** -New York Life will pay an additional \$25,000 benefit if an INSURED SPOUSE'S death is a Covered Loss resulting from an accidental injury that occurred while at full-time work.

**Line of Duty Benefit** -New York Life will pay an additional \$125,000 benefit if an INSURED EMPLOYEE'S death is a Covered Loss and occurs while he or she is performing the duties of his or her occupation.

Adaptive Home and Vehicle -If a COVERED PERSON suffers a loss other than death and a Principal Sum is payable, New York Life will pay the lesser of: a) 2.5% of the COVERED PERSON'S Principal Sum; b) the actual cost; or c) \$2,500; for the one-time cost of alterations incurred within two years from the date of the accident to the COVERED PERSON'S; principal residence, and/or PRIVATE PASSENGER CAR; to make the residence accessible or the PRIVATE PASSENGER CAR drivable for the COVERED PERSON.

This benefit will be payable only if: a) such home alterations are made by a person or persons with experience in such alterations and recommended by a recognized organization associated with the injury; and/or b) such vehicle modifications are carried out by a person or persons with experience in such matters and approved by the Motor Vehicle Department.

G-29312-0 - 7

GMR-ER-C-ADD

#### AD&D INSURANCE

#### **Beneficiary**

<u>Covered Loss</u> 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.

<u>Death Benefit</u> 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:

- for an INSURED EMPLOYEE: lawful married spouse or domestic partner; children equally; parents equally; or brothers and sisters equally;
- 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.

The INSURED EMPLOYEE can designate a beneficiary or change his or her beneficiary designation.

For an INSURED DEPENDENT, the automatic beneficiary is the INSURED EMPLOYEE.

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.

G-29312-0 - 8

GMR-ER-C-ADD

#### WHEN INSURANCE ENDS

Except as stated on the Continuance page(s), a COVERED PERSON'S insurance will end on the earliest of:

- 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;
- the last day of the INSURANCE PERIOD during which the INSURED EMPLOYEE is no longer ACTIVELY-ATWORK for the EMPLOYER; except that, if the INSURED EMPLOYEE is retiring, he or she may elect to continue his or her insurance under Group Policy G-29313-0 issued to the Policyholder by New York Life;
- the last day of the INSURANCE PERIOD during which an INSURED EMPLOYEE is no longer a dues paying member of the CCPOA;
- 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 EMPLOYEE;
- 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;
- 6. the last day of the month in which the COVERED PERSON'S written request to end insurance is received, if the request is received on or before the tenth day of that month; or the last day of the next following month if the COVERED PERSON'S written request is received after the tenth of any month; or
- 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.

G-29312-0

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#### 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 EMPLOYEE or other care provider(s) for support or, in the event of the INSURED EMPLOYEE'S death, on the family or other care provider(s) for support); if:

- 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:

- the last day of the INSURANCE PERIOD during which such child is no longer so Handicapped;
- 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).

G-29312-0 - 9

GMR-L/ADD C

#### CONTINUANCE

Lay-Off or Leave of Absence Benefit Insurance will continue beyond the date insurance would otherwise end for the INSURED EMPLOYEE if such employee ceases to be ACTIVELY-AT-WORK due to lay-off or leave of absence, other than for sickness or injury. The EMPLOYER may consider the INSURED EMPLOYEE to be an active employee with regard to his or her coverages under the Policy as long as premium payments continue. The EMPLOYER must apply any such continuance on a uniform basis which precludes individual selection.

The insurance will end on the earliest of: (a) the last day of the month following the month in which the Lay Off or Leave of Absence began; (b) the date the EMPLOYER elects to terminate the benefit, provided such termination is on a nondiscriminatory basis; or (c) the date insurance would otherwise end as stated on the When Insurance Ends page of the Policy.

Leave of Absence will include a leave granted due to active duty in the Armed Services.

G-29312-0

GMR-L/ADD C

#### **DEFINITIONS**

ACTIVELY-AT-WORK means an INSURED EMPLOYEE is performing all the usual and customary duties of his occupation at the EMPLOYER'S place of business or at some other site where the EMPLOYER requires him/her to be. The employee must work at least 30 hours each week or he/she must have received a PERMANENT INTERMITTENT APPOINTMENT. An employee is deemed ACTIVELY-AT-WORK on a scheduled non-working day if he or she was ACTIVELY-AT-WORK on the immediately preceding scheduled working day.

Work or duties performed while confined at home, in a hospital or other medical institution may not be used to meet this requirement.

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 EMPLOYER, 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 EMPLOYER and is due on each CONTRIBUTION DATE.

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

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

**COVERED PERSON** means an INSURED EMPLOYEE or an INSURED DEPENDENT.

**DEPENDENT INSURANCE** means an INSURED EMPLOYEE'S insurance for his or her INSURED DEPENDENT(S).

G-29312-0 - 10

GMR-ER-C-DEF As Amended By GMR-DEF

#### **DEFINITIONS**

**EFFECTIVE DATE** means the date that insurance takes effect as follows: the first day of the calendar month immediately following the month during which a payroll deduction is made for the AD&D premium, provided that: (a) the person is an ELIGIBLE EMPLOYEE; and (b) New York Life and the Policyholder approve such insurance.

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

- lawful married spouse or domestic partner ("domestic partner means a person with whom an ELIGIBLE EMPLOYEE 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 EMPLOYEE; or
- 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 employee for support and maintenance;
  - c. has not exceeded the MAXIMUM ELIGIBILITY AGE; and
  - d. is not an ELIGIBLE EMPLOYEE.

If both parents of an ELIGIBLE CHILD are INSURED EMPLOYEES, 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

#### **ELIGIBLE EMPLOYEE** means a person who is:

- 1. ACTIVELY-AT-WORK for the EMPLOYER as:
  - a. a full-time employee; or

b. an active full-time member of the Policyholder who has received a PERMANENT INTERMITTENT APPOINTMENT, and

2. a CCPOA dues paying member.

**EMPLOYEE INSURANCE** means an INSURED EMPLOYEE'S insurance for himself or herself.

**EMPLOYER** means the California Correctional Peace Officer Association (CCPOA), the California Correctional Peace Officer Association Benefit Trust Fund (CCPOA BTF) or the California Department of Corrections and Rehabilitation ("CDCR").

**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 INSURANCE 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.

G-29312-0 - 11

GMR-ER-C-DEF As Amended By GMR-DEF

#### **DEFINITIONS**

**INSURED EMPLOYEE** means a person who: (a) was an ELIGIBLE EMPLOYEE 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 EMPLOYEE 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 69; or ELIGIBLE CHILD, through age 20, or through age 22 if a full-time student.

**PERMANENT INTERMITTENT APPOINTMENT** means an appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. An employee who has received a Permanent Intermittent Appointment is referred to as a Permanent Intermittent Employee (PIE).

"Permanent Intermittent Employee" (PIE) is defined by the EMPLOYER.

**PREVIOUS POLICY** means Group Policy Number ADD-7451 issued to CCPOA Benefit Trust Fund by Hartford Life and Accident Insurance Company.

**PRIVATE PASSENGER CAR** means a validly registered four-wheeled privately owned or Employer-owned car, jeep, pickup truck or van, including a sport utility vehicle (SUV) that is not licensed commercially or being used for racing, or acrobatic or stunt driving.

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.

G-29312-0 - 12

GMR-ER-C-DEF As Amended By GMR-DEF

#### **SCHEDULE**

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

### Insured Employee\* In multiples of \$25,000

Insured's Age	Maximum Amount of Insurance Available	
Under Age 70	\$250,000	
70 but before 75	\$162,500	
75 but before 80	\$112,500	
80 but before 85	\$ 87,500	
85 and Over	\$ 37,500	

#### **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 Employee's Principal Sum:

Insured Spouse Only	Insured Spouse and Insured Child(ren)	Insured Child(ren) Only	
60%	Insured Spouse 50%	20%	
	Insured Child(ren) 15%		

#### 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.

G-29312-0

8/1/09

GMR-ER-P-ADD

#### **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:

Reduction Age	Percentage of Principal Sum
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

Sum	mary of C	Covered Losses		
Common Disaster Benefit		Coma Benefit		
Common \$300,000 Disaster Limit:		Waiting Period: 31 Days 1% of the comatose benefit per month		
Line of Duty Bene	fit:	At Work Accidental Death:		
	\$125,000		\$ 25,000	
Seat Belt Benefit		Air Bag Benefit		
Maximum Amount:	\$ 10,000	Maximum Amount:	\$ 10,000	
Percentage of Principal Sum:	10%	Percentage of Principal Sum:	10%	
Student Education	n Benefit	Spouse Education Benefit		
Maximum Amount:	\$ 10,000	Maximum Amount:	\$ 5,000	
Percentage of Principal Sum:	5%	Percentage of Principal Sum:	5%	
Minimum Amount:	\$ 1,000	Minimum Amount	\$ 1,000	
Day Care Benefit		Adaptive Home and Vehicle Benefit		
Maximum Amount:	\$ 10,000	Maximum Amount:	\$ 2,500	
Percentage of Principal Sum:	5%	Percentage of Principal Sum:	2.5%	
Minimum Amount:	\$ 1,000			
Repatriation Benefit				
Maximum Amount:	\$ 5,000			
Percentage of Principal Sum:	5%			

G-29312-0

8/1/09

GMR-ER-P-ADD

#### NOTICE TO CALIFORNIA INSUREDS

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

If you need assistance, please contact us at:

California Correctional Peace Officers Association 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.

### We've Got You Covered.

1-800-In-Unit-6



#### CCPOA Benefit Trust Fund

2515 Venture Oaks Way, Suite 200 Sacramento, CA 95833-4235

www.ccpoabtf.org