

# Supplemental Term Life: Retiree Rollover

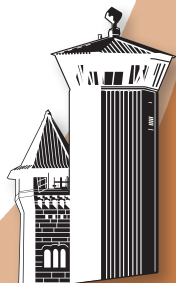
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## **GROUP TERM LIFE AND DEPENDENT LIFE INSURANCE CERTIFICATE**

INSURANCE CERTIFICATE

POLICY NUMBER G-29310-0

**CCPOA  
Benefit Trust Fund**







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

# **GROUP TERM LIFE AND DEPENDENT LIFE INSURANCE CERTIFICATE**

**(CERTIFICATE)**

**POLICYHOLDER CCPOA BENEFIT TRUST FUND**

**POLICY NUMBER G-29310-0 (the “Policy”)**

**CONTRACT STATE CALIFORNIA**

**NEW YORK LIFE** certifies that, as stated on the When Insurance Takes Effect page(s), a person becomes a **COVERED PERSON** on the **EFFECTIVE DATE** stated on the Certificate Cover Letter.

Insurance is subject to: (a) the suicide limitation; (b) any exclusions and limitations of the Policy and all other terms and conditions of the Policy; and (c) 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 for an **INSURED MEMBER** 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 MEMBER** resides.

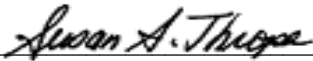
Highlights and other details of insurance appear in the Certificate Cover Letter. This page is attached to and made part of the Certificate.

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

**Accelerated Death Benefit** The Death Benefit will be reduced by the amount of any Accelerated Death Benefit paid. CONTRIBUTIONS will remain unchanged. New York Life will send the INSURED MEMBER a statement which will specify the effect the payment of the Accelerated Death Benefit will have on the Death Benefit and CONTRIBUTIONS.

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

**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.

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**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.

**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 TRANSFER POLICY or the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year contestable period has elapsed, if the INSURED RETIRED MEMBER under the TRANSFER POLICY or the PREVIOUS POLICY elects to enroll as an ELIGIBLE RETIRED MEMBER for insurance under this Policy: (a) at least 30 days prior to the date her or she retires; or (b) within 90 days of becoming eligible for membership in the CCPOA Retired Chapter.

**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, with 30 days notice: (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.

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**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 may terminate the Policy or any coverage included under the Policy only after the first Anniversary Date, by giving written notice to the Policyholder at least 60 days in advance.



# WHEN INSURANCE TAKES EFFECT

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

## **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;
2. New York Life must receive satisfactory medical evidence of insurability for any proposed COVERED PERSON, if such evidence is required;

Such evidence is not required for:

(a) any TRANSFER INSURANCE amount up to the amount insured for under the TRANSFER POLICY or the PREVIOUS POLICY; or

(b) MEMBER and SPOUSE INSURANCE that is applied for during: (1) the 30 day period immediately prior to the date of retirement, or (2) the first 90 days after retirement; if the INSURED RETIRED MEMBER is a dues paying member of the CCPOA Retired Chapter;

(c) insurance on an INSURED CHILD; or

(d) TRANSFER INSURANCE on a SURVIVOR SPOUSE.

3. the required CONTRIBUTION must be received;
4. on an ELIGIBLE DEPENDENT, the ELIGIBLE RETIRED MEMBER must be an INSURED RETIRED MEMBER on the ELIGIBLE DEPENDENT'S EFFECTIVE DATE; and
5. New York Life must approve the insurance.

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**Subsequent Child** – If the INSURED RETIRED MEMBER 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** Except as stated below, insurance takes effect on the EFFECTIVE DATE, if the proposed COVERED PERSON is performing the normal activities of a person in good health of like age on that date.

A COVERED PERSON who is not performing the normal activities of a person in good health of like age on the date such insurance would have taken effect, will take effect on the day the COVERED PERSON is performing such normal activities, if: (a) such day is within three months of the date insurance would otherwise have taken effect; (b) for DEPENDENT INSURANCE, the COVERED MEMBER is an INSURED RETIRED MEMBER on that day; and (c) the proposed COVERED PERSON is still eligible to obtain the insurance on that day.

# LIFE AND DEPENDENT LIFE INSURANCE

New York Life will pay a benefit for a COVERED PERSON'S: (a) Terminal Illness; or (b) death; in accordance with all of the following:

**Accelerated Death Benefit** The Accelerated Death Benefit is available to a COVERED PERSON who has a Terminal Illness ("Terminal Illness" is a medical condition where the patient has a life expectancy of 12 months or less).

**Death Benefit** The Death Benefit is the benefit payable for a COVERED PERSON'S death.

## **For The Benefit To Be Paid**

**Accelerated Death Benefit** For the Accelerated Death Benefit to be paid: (1) the Policyholder must receive a completed, written request for the benefit on a form satisfactory to New York Life; and (2) New York Life must receive satisfactory medical proof, in writing, that the COVERED PERSON has a Terminal Illness.

**Death Benefit** For the Death Benefit to be paid, New York Life must receive satisfactory proof of the COVERED PERSON'S death.

**What Benefit Is Payable** The benefit payable is as follows:

**Accelerated Death Benefit** The Accelerated Death Benefit payable is 50% of the amount of insurance in force on the COVERED PERSON'S life, up to a maximum of \$100,000, on the date New York Life approves the request for the Accelerated Death Benefit, except that: If a reduction of insurance due to age is scheduled within one year of the date New York Life approves such request, the benefit payable will be 50% of such reduced amount of insurance. The benefit will be paid in a lump sum. The benefit is payable once while the COVERED PERSON is insured under the Policy, whether insurance is continuous or interrupted.

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**Death Benefit** Except as stated below, the Death Benefit payable is the amount of insurance in force for the COVERED PERSON on the date of his or her death, less the amount paid on his or her behalf under the Accelerated Death Benefit. A single 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.

**Suicide** – A COVERED PERSON'S death is excluded if it: (a) is due to or related to and/or occurs during suicide, an attempt at suicide or intentionally injuring himself or herself; and (b) occurs within two years from an EFFECTIVE DATE; whether such COVERED PERSON is sane or insane. The only amount payable is a return of the applicable CONTRIBUTIONS. The time insured under the TRANSFER POLICY or PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year period has elapsed, if the INSURED RETIRED MEMBER under the TRANSFER POLICY or PREVIOUS POLICY elects to enroll for insurance as an ELIGIBLE RETIRED MEMBER under this Policy: (a) at least 30 days prior to the date her or she retires; or (b) within 90 days of becoming eligible for membership in the CCPOA Retired Chapter.

### **Beneficiary**

**Accelerated Death Benefit** The Accelerated Death Benefit will be paid to the INSURED RETIRED MEMBER, except that: If New York Life has received satisfactory proof of the COVERED PERSON'S death before such payment is made, payment will be made 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 RETIRED MEMBER: 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.

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

For an INSURED SPOUSE, the automatic beneficiary is the INSURED RETIRED MEMBER. However, the INSURED RETIRED MEMBER can designate a beneficiary or change his or her beneficiary designation.

For an INSURED CHILD, the automatic beneficiary is the INSURED RETIRED MEMBER. Such designation cannot be changed.

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.

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Payment will be made in accordance with this section as though that person(s) had died before the COVERED PERSON.

**Individual Policy** – Unless otherwise stated by the INSURED RETIRED MEMBER, the benefit will be paid to the INSURED RETIRED MEMBER'S beneficiary last recorded under an individual policy, if: (a) application for the individual policy was made under a conversion right; (b) the benefit is not payable under the individual policy; (c) the individual policy, if issued, is surrendered to New York Life; and (d) the benefit is paid under the Policy.

**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 TRANSFER POLICY or PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

## WHEN INSURANCE ENDS

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

1. the last day of the INSURANCE PERIOD during which the INSURED RETIRED MEMBER is no longer a dues paying member of the CCPOA Retired Chapter;
2. 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 60 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;

3. the day before the day the amount of insurance in force on a COVERED PERSON, less the amount of any Accelerated Death Benefit paid on such COVERED PERSON'S behalf, equals zero or less;
4. for an INSURED DEPENDENT, the date the INSURED RETIRED MEMBER'S MEMBER INSURANCE ends, except that, (a) the INSURED RETIRED MEMBER may choose to continue his or her DEPENDENT INSURANCE if such MEMBER INSURANCE ended because payment of the Accelerated Death Benefit reduced the amount of his or her MEMBER INSURANCE to zero or less; and (b) if an INSURED RETIRED MEMBER dies, the INSURED SPOUSE may elect to continue coverage subject to the following maximum amounts of insurance: 50% of his/her insurance or the lesser of \$50,000 if under age 60; 25% of his/her insurance or the lesser of \$25,000 if between ages 60 and 69; and 12.5% of his/her insurance or the lesser of \$12,500 if age 70 or over.

## Supplemental Term Life: Retiree Rollover

5. 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;
6. 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;
7. 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 third day of that month; or the last day of the next following month if the COVERED PERSON'S written request is received after the third of any month; or
8. 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 AGE 21; 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).

## CONVERSION RIGHTS

A COVERED PERSON can convert life insurance that ends or reduces to an individual policy, without giving New York Life medical evidence of insurability, in accordance with all of the following:

**When A Conversion Right Is Available** A conversion right is available to each COVERED PERSON for whom insurance ends or reduces, if insurance ends or reduces for any reason other than: (a) nonpayment of the CONTRIBUTION; (b) the amount of insurance reduces to zero or less as a result of payment of an Accelerated Death Benefit; or (b) the COVERED PERSON requests to end such insurance.

However, if insurance ends because the Policy terminates or changes for the group of insureds to which the COVERED PERSON belongs, a conversion right is only available if the COVERED PERSON has been continuously insured under the Policy for at least five years.

Time insured under the TRANSFER POLICY or the PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the five year requirement has been met.

**Conversion Period Benefit** The maximum amount of insurance the COVERED PERSON is eligible to convert will continue without payment of the CONTRIBUTION during the Conversion Period (“Conversion Period” is the 31 day period, immediately after the date insurance would otherwise end or is reduced, during which a COVERED PERSON can exercise a conversion right). If the COVERED PERSON dies during the Conversion Period, the amount of insurance he or she would have been able to convert will be the Death Benefit payable for such COVERED PERSON’S death, whether or not application for the individual policy or the payment of the first premium has been made.

**What Amount Can Be Converted** The COVERED PERSON can convert all or any part of the insurance that ends or reduces. However, if insurance ends or reduces because the Policy terminates or changes to end insurance for the group of insureds to which the COVERED PERSON belongs, the COVERED PERSON can convert all or any part of the insurance that ends or reduces, less the amount of any replacement insurance

which he or she can obtain within the Conversion Period, up to a maximum amount of insurance of \$10,000.

**Individual Policy** The individual policy requirements are as follows: (a) a completed, written application for the individual policy must be given to New York Life, within the Conversion Period, on a form satisfactory to New York Life; (b) the first premium for the individual policy must be paid within the Conversion Period; (c) the premium for the individual policy will be based upon the member's class of risk and age; (d) the individual policy will be on one of the forms currently offered by New York Life, except term insurance, and will be issued without disability or other supplementary benefits; and (e) the individual policy will take effect on the day after the Conversion Period Benefit ends. The individual policy may provide less coverage at a higher premium than that provided for under the group Policy.

**Notice Of Conversion Right** If a COVERED PERSON has not been given notice of his or her conversion right before the 15th day of the Conversion Period, he or she will have an additional period within which he or she can exercise a conversion right. The additional period will: (a) not extend insurance beyond the end of the 31 day Conversion Period; and (b) end on the earlier of the: (1) 25th day after such COVERED PERSON is given such notice; or (2) 60th day after the end of the 31 day Conversion Period. Written notice presented to the COVERED PERSON or mailed to his or her last known address by New York Life or the Policyholder will be deemed notice.

## 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.

**CONTRIBUTORY INSURANCE** means insurance for which the INSURED RETIRED MEMBER pays, in part or in full.

**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:

1. For insurance that is not subject to any satisfactory medical evidence of insurability:

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 RETIRED MEMBER'S CalPERS retirement benefit.

If the request for insurance is received after the third day of the current month, insurance will become effective on the first day of the month immediately following next.

2. For insurance that is subject to satisfactory medical evidence of insurability, the EFFECTIVE DATE means the date that insurance takes effect as follows:

If New York Life's approval for such 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 RETIRED MEMBER'S CalPERS retirement benefit for the approved insurance.

If New York Life's approval for such insurance 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.

## DEFINITIONS

**ELIGIBLE DEPENDENT** means an **ELIGIBLE RETIRED MEMBER'S**:

1. lawful married spouse or domestic partner (“domestic partner” means a person with whom an **ELIGIBLE RETIRED 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 is not an **INSURED RETIRED 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 **ELIGIBLE RETIRED MEMBER** for support and maintenance;
  - c is less than age 21, or up to age 23 if a full-time student; and
  - d is not an **ELIGIBLE RETIRED MEMBER**; or

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 member, pursuant to an interim court order of adoption or placement of adoption, whichever comes first, which vests temporary care of the child with the member regardless of whether a final order granting adoption is finally issued.

ELIGIBLE DEPENDENT does not include a person for whom DEPENDENT INSURANCE is requested under the Policy by reason of the member's membership in the CCPOA, if the dependent is currently insured under an individual policy obtained by exercise of a conversion right which was available under the Policy or any other policy issued to the Policyholder by New York Life upon termination of such membership.

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 RETIRED MEMBER** means individuals in the following Classes:

Class 1:

A person who is a dues paying member of the CCPOA Retired Chapter less than AGE 75; or

Class 2:

A person who:

1. is a dues paying member of the CCPOA Retired Chapter;
2. is less than AGE 75; and
3. has TRANSFER INSURANCE.

ELIGIBLE RETIRED MEMBER does not include a person who requests insurance under the Policy by reason of membership in the CCPOA, if such person is currently insured under an individual policy obtained by exercise of the conversion right which was available under the Policy or any other policy issued to the Policyholder by New York Life upon termination of such membership.

**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.

## DEFINITIONS

**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 RETIRED 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.)

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

**PREVIOUS POLICY** means Group Policy Number G-29307-0, issued to the Policyholder by New York Life Insurance Company.

**SURVIVOR SPOUSE** means an INSURED SPOUSE of a deceased member who was insured under G-29307-0 or this Policy. A SURVIVOR SPOUSE may not increase his or her amount of insurance.

**TRANSFER DATE** means for the purposes of this Policy: (1) September 1, 2009 for those who were insured under TRANSFER POLICY AGL-1838; and (2) the EFFECTIVE DATE coinciding with or otherwise next following the date a person insured under PREVIOUS POLICY G-29307-0 becomes insured under this Policy



**TRANSFER INSURANCE** means the insurance in force under the TRANSFER POLICY or PREVIOUS POLICY on the day before the TRANSFER DATE, stated above, which is being transferred to the Policy on such TRANSFER DATE.

**TRANSFER POLICY** means: Group Policy Number AGL-1838, issued to the Policyholder by the Hartford Life Insurance Company.

# SCHEDULE

## SUPPLEMENTAL TERM LIFE INSURANCE PLAN RETIRED PLAN

(CONTRIBUTORY INSURANCE)

### AMOUNT OF INSURANCE \*\*

<b>Dues Paying Members of CCPOA Retired Chapter</b>	
<b>Insured Retired Member's Age</b>	<b>In \$25,000 increments Maximum Amount of Insurance</b>
Under 60	\$ 250,000
60 but before 70	\$ 125,000
70 to 75	\$ 50,000
<b>Spouse of a Dues Paying Members of CCPOA Retired Chapter*</b>	
Minimum of \$12,500 to a maximum of \$50,000 in \$12,500 increments GUARANTEED ISSUE AMOUNT: \$12,500	
<b>Insured Child(ren) of a Dues Paying Member of CCPOA Retired Chapter</b>	
15 days but less than 6 months of age	\$750
6 months and older	\$7,500

### Reduction in the Amounts of Insurance for Insured Retired Members and Insured Spouses:

On the CONTRIBUTION DATE corresponding with or otherwise next following the date the INSURED RETIRED MEMBER attains the AGE stated below, Amounts of Insurance for both the INSURED RETIRED MEMBER and his or her INSURED SPOUSE will be reduced in accordance with the following formula:

1. upon the INSURED RETIRED MEMBER'S or SURVIVOR SPOUSE'S attainment of AGE 60, his or her Amount of Insurance and that of his or her INSURED SPOUSE will reduce to 50% of the Amounts of Insurance in force on the day before his or her attainment of AGE 60; and

2. upon the INSURED RETIRED MEMBER'S or SURVIVOR SPOUSE'S attainment of AGE 70, his or her Amount of Insurance and that of his or her INSURED SPOUSE will reduce to the lesser of: (1) 50% of the Amount of Insurance in force on the day before his or her attainment of AGE 70; and (2) \$50,000.

All reductions in Amounts of Insurance will occur with appropriate adjustments in CONTRIBUTION.

\* The INSURED SPOUSE of an INSURED RETIRED MEMBER cannot be insured for an Amount of Insurance which exceeds 50% of the amount for which the INSURED RETIRED MEMBER is insured under the Policy.

\*\* TRANSFER INSURANCE on each COVERED PERSON and amounts of insurance before April 1, 2012 will equal the amount of insurance in effect on the day before the TRANSFER DATE or before April 1, 2012, respectively, without regard to the minimum, maximum, or multiple restrictions. However, any changes are subject to the applicable Amounts of Insurance available.

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## **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

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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)**

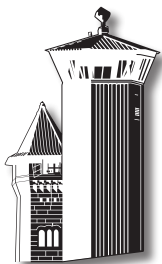
However, the Department of Insurance has requested  
that we inform you that they are to be contacted only if  
discussions with us have failed to produce a resolution to the  
problem that is satisfactory to you.



**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)**