ACTIVE & SUPERVISOR MEMBERS

Accidental Death Basic Program

Program Document
and
Summary Program Description

Powered by the
Benefit Trust Fund

ACCIDENTAL DEATH BASIC INSURANCE CERTIFICATE

CCPOA
Benefit Trust Fund

Effective: October, 2016

ACCIDENTAL DEATH PROGRAM

of the

California Correctional
Peace Officers Association
Benefit Trust Fund

SUMMARY PROGRAM DESCRIPTION AND PROGRAM DOCUMENT

Restated Effective:
September 1, 2002

Updated:
October 1, 2016

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TO THOSE WHO WALK THE TOUGHEST BEAT IN THE STATE:

The Board of Trustees of the CCPOA Benefit Trust Fund is pleased to provide this Accidental Death Program (the "Program") for you.

This booklet contains a description of the Program benefits provided for accidental death under the CCPOA Benefit Trust Fund Health and Welfare Plan. It acts as the plan document and summary program description for those benefits. KEEP A COPY OF THIS BOOKLET FOR YOUR REFERENCE.

If you have any questions about this Program or desire further information, please contact the CCPOA Benefit Trust Fund's Administrator at:

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

Telephone: (916) 779-6300 (Sacramento)
Toll-free: (800) IN-UNIT-6

Respectfully,
Board of Trustees, CCPOA Benefit Trust Fund

A listing of the Trust Administration, Board Members and Legal Contacts can be found on our website:
www.ccpoabtf.org

Contact the Trust Fund Office if you have any questions.

ACCIDENTAL DEATH PROGRAM OF THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION BENEFIT TRUST FUND

INTRODUCTION

In 1987, the California Correctional Peace Officers Association established a trust (the "Trust") for the purpose of providing health and welfare benefits for employees of the State of California Bargaining Unit 6 and their supervisors and managers employed with the State of California Department of Corrections and Rehabilitation, and Department of Mental Health, and granted administration of the trust to a Board of Trustees pursuant to a Trust Fund Agreement and Declaration of Trust (the "Trust Agreement"). Effective September 1, 2002, the Board of Trustees created the Accidental Death Program (the "Program). This Program is a part of the CCPOA Benefit Trust Fund Health and Welfare Plan. The provisions of this Program Document govern all provisions of benefits under this Program on and after September 1, 2002.

SECTION 1 DEFINITIONS

Where the following words and phrases appear capitalized in this Program Document, they will have the meaning set forth in this Section 1, unless the context clearly indicates otherwise.

Any reference to "you" or "yours" in this document means the Participant, as that term is defined in Section 1.16, below.

1.1 "Accidental Death" means your death incurred while you are in Active Employment, but not if excluded under Section 4.3.

1.2 "Active Employment" means that you are actively employed by the California Department of Corrections and Rehabilitation (or its successor), the Department of Mental Health (or its successor). Active employment includes your

being on an approved leave of absence (whether paid or not), such as sick leave, vacation leave, industrial disability leave, non-industrial leave, union-paid leave, or release time bank leave, but does not include education leave.

1.3 "Beneficiary(ies)" means the person(s) you designate in writing on a form prescribed by the Trust (which must be signed by you) to receive any death benefits that may become payable under this Program if your spouse, domestic partner or children predecease you. You may change your Beneficiary designation at any time in writing on a form prescribed by the Trust (which must be signed by you). Once the Trust office receives your Beneficiary designation or change form, your Beneficiary designation or change will become effective on the date you signed the form. If your Beneficiary dies before you, that Beneficiary's rights and interests under the Program will end. See Section 3.2 of this Program Document for more information about survivor benefits.

1.4 "Board of Trustees" or "Trustees" means the Board of Trustees created pursuant to the Trust Agreement.

1.5 "CCPOA" means the California Correctional Peace Officers Association.

1.6 "CCPOA Memorandum of Understanding" means the current "Agreement Between State of California and California Correctional Peace Officers Association Covering Bargaining Unit 6 Corrections" as negotiated by the California Department of Personnel Administration and CCPOA.

1.7 "Children" collectively means any and all of your natural child, lawfully adopted child, step child, or child placed in your home for adoption.

1.8 "Domestic Partner" means a person who is your lawful domestic partner (within the meaning of California Family Code § 297, as amended) on the date of your death, having registered with the State of California pursuant to California Family Code § 298, as amended. In order for the Trust to recognize a Domestic Partner for purposes of the Survivor benefits under the Program, you or your Domestic Partner must provide the Trust office with a copy of the "Declaration of Domestic Partnership" on file with the California Secretary of State.

1.9 "Effective Date" means the date your coverage under the Program commences as set forth in Section 2.2 of this Program Document.

1.10 "Eligible Employee" means any of the following who meet the eligibility requirements of Section 2.1.1: (i) an active employee of the State of California represented by Unit 6 who is a member in good standing of CCPOA.

1.11 "Enrollment" means a qualified Eligible Employee for which the Trust has been notified of active employment by State of California.

1.12 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any regulations adopted pursuant thereto.

1.13 "Participant" means an Eligible Employee who, in accordance with the provisions of Section 2 of this Program Document, successfully completes Enrollment in the Program.

1.14 "Permanent Intermittent Employee" or "PIE" means a permanent intermittent employee as this term is used in the CCPOA Memorandum of Understanding.

1.15 "Plan" means the CCPOA Benefit Trust Fund Health and Welfare Plan, of which this Program is a part.

1.16 "Program" means this Accidental Death Program, a program of the CCPOA Benefit Trust Fund Health and Welfare Plan.

1.17 "Program Document" means this Summary Program Description and Program Document of the Accidental Death Program of the Plan, which constitutes your Summary Plan Description for this Program.

1.18 "Spouse" means your lawful spouse to whom you are married on the date of your death.

1.19 "Summary Plan Description" means a summary plan description as that term is defined in ERISA.

1.20 "Surviving Dependent" means a person who is your Spouse, Domestic Partner or any of your Children at the time of your death.

1.21 "Trust" means the CCPOA Benefit Trust Fund.

1.22 "Trust's Administrator" means the person or entity appointed by the Trustees to perform all functions necessary to discharge the orders and policies of the Trustees with respect to the day-to-day responsibilities of the Trust. These

functions include, but are not limited to, initial decisions on benefit claims about which he or she exercises his or her discretion. The Trust's Administrator has the discretion to deny participation in the Program, subject to your right to appeal such decision as set forth in Section 3.6 of this Program Document. The Board of Trustees, and not the Trust's Administrator, is the "plan administrator" of the Program, as that term is defined by ERISA.

1.23 "Trust Agreement" means the CCPOA Benefit Trust Fund Agreement and Declaration of Trust establishing the CCPOA Benefit Trust Fund, effective April 12, 1987, and any modification, amendment, restatement, extension or renewal thereof.

1.24 "Trustee(s)" means any natural person(s) designated as Trustee(s) pursuant to the Trust Agreement.

1.25 "Unit 6" means the bargaining unit which encompasses all State of California rank-and-file (R06), supervisory (S06), confidential (C06), and managerial (M06) employees.

SECTION 2
ENTITLEMENT TO BENEFITS

2.1 ELIGIBILITY

2.1.1 Employment
Permanent Full-time Employees, Permanent Intermittent Employees or Part-time Employees of Unit 6 who are members in good standing of the CCPOA are eligible to participate in the Program after Enrollment, subject to the Effective Date of Coverage provisions described in Section 2.2 of this Program Document.

2.1.2 No Medical Status/Pre-existing Conditions
Enrollment in the Program may not be denied based on an Eligible Employee's previous medical history.

2.1.3 Application
No application is required. Coverage is effective upon CCPOA enrollment deductions.

Once you are enrolled in this Program, a person(s) claiming to be your authorized beneficiary(ies) must follow the benefit claim procedures described in Section 3.5.1 of this Program Document to be entitled to death benefits. Falsification of information will be sufficient cause for the Trustees (or their designee) to deny your benefits and/or participation in this Program (see Section 4.1 of this Program Document for more information).

2.1.4 Loss of Employment—Challenge

If you are an Eligible Employee (see Section 1.13) and your coverage under this Program would otherwise cease due to a suspension, termination or medical demotion, you may continue to participate in the Program for up to 36 months, as long as you provide evidence to the Trust office that you continue to diligently challenge, by appeal or litigation, such change of employment status causing your loss of eligibility.

2.2 Effective Date of Coverage

CCPOA Members. Coverage is effective for an Eligible Employee based CCPOA enrollment deductions, and reliance that the Eligible Employee is in Active Employment on that date. If not, coverage commences on the date the Eligible Employee resumes Active Employment as an Eligible Employee.

2.3 Termination of Your Participation in the Program

Except as otherwise provided in this Program Document, your participation in, and all benefits under, the Program will automatically terminate on the earliest of:

a. The date on which you retire; or

b. The date on which you otherwise cease to meet the Program's eligibility requirements; or

c. The date on which your benefits and/or participation in this Program is denied, suspended, or discontinued as determined by the Trustees (or their designee) for falsification of information on a claim form; or

d. When there are inadequate Program resources for the payment of Program benefits; or

e. The date the Board of Trustees terminates this Program or the Trust.

SECTION 3
BENEFITS

3.1 Description of Benefit
The Benefit Amount is Five Thousand Dollars ($5,000) for Accidental Death occurring on or after September 1, 2004.*1*

3.1.1 No Coordination of Benefits
The program provides the benefit amount in addition to other insurance or ERISA benefits which may be payable upon your Accidental Death.

3.2 Designation of Beneficiary
The Benefit Amount will be paid to the first surviving class of the following classes, in the following order:

(i) Your designated Beneficiary(ies). A beneficiary change form may be submitted to the Trust by the Eligible Employee in order to change the listed beneficiary; or

(ii) Your Spouse or your Domestic Partner; or

(iii) Your Children, in equal shares.

If you have no Surviving Dependent(s), and you did not name a Beneficiary or if your Beneficiary is not living or existing (including by operation of law) when you die, no benefits will be payable under this Program.

3.3 Commencement of Benefits
Your beneficiary(ies) may be entitled to benefits under this Program if:

a. You meet the eligibility requirements of Section 2 of this Program Document at the time of your Accidental Death; and

b. Any other requested documentation has been provided to the Trust within the time limits provided in this Program Document.

3.4 Termination of Benefits
The benefits under this Program shall terminate on the date the Board of Trustees terminates this Program.

1 For the period beginning September 1, 2002 and ending August 31, 2004, the Benefit Amount was One Thousand Dollars ($1,000.00). The Benefit Amount was increased by the Trustees from $1,000 to $5,000, effective on September 1, 2004.

3.5 BENEFIT CLAIM PROCEDURE

3.5.1 Claim for Program Benefits

a. To make a claim for Accidental Death benefits, the person(s) claiming to be your beneficiary must obtain a claim packet (including a claim form) from the Trust office at:

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

   The completed claim form is to be filed with the Trust within 365 days of your death.

b. Proof of Accidental Death (including a copy of the death certificate) must also be provided to the Trust.

c. If the Trustees (or their designee) request additional information, the person claiming to be your beneficiary must provide it before that person will receive any benefit. Failure to provide information within 60 days from the date requested, or falsification of information in the claim form, will be sufficient cause for the Trustees (or their designee) to deny the Accidental Death benefit to that person.

d. Prior to issuing payment, the Trustees (or their designee) will review the claim form and determine whether to grant or deny coverage under the Program.

e. The Trust may deduct from the Accidental Death benefit payable to your beneficiary(ies) any amounts owed by you to the Trust from your participation in one of the other benefit programs run by the Trust, any overpayments, interest thereon and any reasonable expenses, and/or attorneys' fees incurred in obtaining such recoveries. Refer to Section 4.2 of this Program Document for more information.

f. If the Trust denies benefits, the person claiming to be your beneficiary may appeal the adverse benefit determination under Section 5 of this Program Document. (Claim and appeal procedures for eligibility determinations under the Program are described in Section 3.6 of this Program Document.)

3.5.2 Notification of Beneficiary Claim Denial

As the ERISA claims regulations mandate, if your beneficiary's claim is denied in whole or in part, that person will be notified in writing and given an opportunity for review. The written denial will state:

a. The specific reasons for the denial.

b. Specific reference to pertinent Program provisions on which the denial is based.

c. (A description of any additional material or information necessary for that person to perfect the claim and an explanation of why such material or information is necessary.

d. An explanation of the Program's claim review procedure, including a statement of that person's right to bring a civil action under ERISA § 502(a).

e. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of the same will be provided free of charge to the person applying for the benefit upon request.

3.5.3 Timing of Benefit Denial

a. **Notice.** The Trust will notify the applicant of an adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim. This period may be extended for up to 30 days (to a total of 75 days) if the Trust determines that an extension of time for making the determination is necessary due to matters beyond the control of the Trust, and notifies the applicant prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Trust expects to render a decision. If the Trust determines that an additional extension of time for making the benefit determination is necessary due to matters beyond the control of the Trust, and notifies the applicant prior to the expiration of the first 30-day extension period of the circumstances requiring the extension of time and the date by which the Trust expects to render a decision, then the period for making a benefit determination may be extended by the Trust for an additional 30 days (to a total of 105 days). If an extension of time is due to the applicant's failure to submit the information necessary to decide

the claim, the applicant will be afforded at least 45 days within which to provide the specified information. The period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the applicant, until the earlier of the date on which the applicant responds to the request for additional information or the date the Trust required a response from the applicant.

b. **Explanation of Extension.** If an extension is necessary to consider a claim, the notification of the extension will specifically provide: (i) An explanation of the matters beyond the control of the Trust that gives rise to the need for an extension; and (ii) An explanation of the standards on which entitlement to a benefit is based; and (iii) The unresolved issues that prevent a decision on the claim; and (iv) The additional information needed to resolve the issues.

c. **Failure to Provide Denial Within Time Limits**. If the applicant's claim for benefits is not acted on within the time period provided by this Section 3.5.3, the applicant may proceed to the appeal procedures in Section 5 of this Program Document as if the claim has been denied.

3.6 Eligibility Claims and Appeals

If you have a question regarding your eligibility for the Program, you should contact the Trust office by telephone or in writing. The Trust will make an initial determination of your eligibility within 30 days after your request is received. If your request regarding eligibility is denied, you can appeal that decision to the Board of Trustees. The appeal must be in writing and sent to the Trust office. The Trustees will review the eligibility appeal within a reasonable period of time. The Trust will notify you of its decision on appeal no later than 120 days after receiving your appeal. The procedures specified in this Section 3.6 shall be the sole and exclusive procedures available to a person dissatisfied with an eligibility determination by the Trustees.

SECTION 4
LIMITATIONS AND EXCLUSIONS

4.1 Termination of Coverage for False Representations
Notwithstanding any other provision of the Program, if you make a false representation to the Trust, your coverage and benefits under this Program may be immediately and permanently terminated by the Trustees (or their designee) in their sole discretion. The Trust reserves the right to seek financial damages resulting from such false representation, and may pursue legal action against you. For purposes of the Program, "false representation" includes, but is not limited to, falsifying or intentionally withholding information or submitting falsified claims.

4.2 Reimbursement to Trust
In the case of any prospective payable Accidental Death benefit, the Trust will be required to deduct from the benefit owed, thus reimbursing the Trust, up to the full amount of another Trust program benefits owed by you to the Trust for:

a. Any other Trust program benefit overpayments; and
b. Any benefits paid in error by the Trust.

4.3 EXCLUSIONS AND LIMITATIONS

4.3.1 Benefits will not be paid for an accidental death that is caused by or occurs as a result of your:

a. Participation in any activity or event, including the operation of a vehicle, while under the influence of a controlled substance (unless administered on the advice of a physician) or while intoxicated; or
b. Participation in racing any type of vehicle, boat or airplane in an organized event.

4.3.2 This Program does not pay benefits for a death that results from any of the following circumstances or causes:

a. Intentionally self-inflicted injuries, suicide, or attempted suicide, while sane or insane; or
b. Participation in the commission or attempted commission of an illegal activity that is defined as a misdemeanor or felony, as defined by the law of the jurisdiction in which the activity takes place; or
c. Participation in any activity or event, including the operation of a vehicle, while intoxicated or under the influence of alcohol or drugs (unless administered on

the advice of a physician); or

d. An act of terrorism or war, whether declared or not, insurrection or rebellion; or

e. Participation in a riot or civil commotion that is not related to your employment; or

f. Earthquake, flood or other natural disasters; or

g. Service in the armed forces of any country; or

h. Accidental injury due to alcohol or drug abuse; or

i. Illegal use of drugs; or

j. Undergoing non-medically necessary surgery or procedures (including, but not limited to, cosmetic surgery or procedures, or any surgery or procedures involved with a donation of your organ (unless the donation is performed on a charitable basis)) and any illness, injury, disease, disorder or condition resulting therefrom; or

k. Death which occurs while you are not in Active Employment.

SECTION 5
BENEFIT CLAIM APPEAL PROCEDURES

5.1 Duty To Notify Trust Office of Claim

Your Survivor(s) is required to notify the Trust office of his or her claim for benefits pursuant to Section 3.5 of this Program Document before he or she is entitled to either receive benefits under this Program or appeal the Trust office's decision denying his or her request for benefits.

5.2 Request for a Hearing

If your Survivor(s) applies for and is denied Program benefits by the Trustees (or their designee), or believes he or she did not receive the full amount of benefits to which he or she is entitled, that person has the right to appeal the matter to the Board of Trustees, provided that a timely written notice of appeal is filed with the Trust office and provided further that the Trust shall not consider applications for appeal which are submitted without a HIPAA authorization for release of health care information (provided in the claim form packet, and available from the Trust office) relevant to the denied claim. The appellant must file a written notice of appeal no later than 180 days following receipt of the adverse decision

from the Trust. The appeal will be conducted by the Board of Trustees.

5.3 Scheduling of Appeal
The Trustees will review a properly filed appeal at the next regularly scheduled meeting of the Board of Trustees, unless the request for review is received by the Trustees within 30 days preceding the date of such meeting. In such case, the appeal may be reviewed no later than the date of the second meeting following the Trustees' receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third meeting of the Board of Trustees following the Trustees' receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as a request for a hearing on the appeal, then prior to the commencement of the extension, the Trust will notify your Survivor(s) in writing of the extension, describe the special circumstances and the date as of which the benefit determination will be made.

5.4 APPEAL PROCEDURES

5.4.1 The appellant is entitled to present his or her position and any evidence in support thereof at an appeal hearing. The appellant may be represented by an attorney or by any other representative of his or her choosing at his or her own expense. The appellant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim for benefits.

5.4.2 The appellant must introduce sufficient credible evidence on appeal to establish, prima facie (on its face), entitlement to the relief from the decision from which the appeal is taken. The appellant shall have the burden of proving his or her right to relief from the decision or action appealed, by a preponderance of evidence. The Trustees will review all comments, documents, records and other information submitted by the appellant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. The Trustees will not afford deference to the initial adverse benefit determination.

5.5 DECISION AFTER APPEAL HEARING

As the ERISA claims regulations mandate, the Trust will issue a written decision on review as soon as possible, but not later than 5 days following the conclusion of the hearing. In the case of an adverse benefit determination, the written denial will indicate the specific reasons for the adverse benefit determination and a specific reference to pertinent Program provisions on which the denial is based. The written decision will also include:

5.5.1 A statement that the appellant is entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claim for benefits.

5.5.2 A statement of the right to bring a civil action under ERISA § 502(a).

5.5.3 If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of the same will be provided free of charge upon request.

5.6 No Further Right of Appeal

Following issuance of the written decision of the Trustees on an appeal of a claim for benefits, there is no further right of appeal to the Trustees. Instead the appellant may bring a civil action under ERISA § 502(a).

5.7 Sole and Exclusive Procedures

The procedures specified herein shall be the sole and exclusive procedures available to a person filing a claim for benefits who is dissatisfied with a benefit award by action of the Trustees.

SECTION 6
MISCELLANEOUS

6.1 Limitation of Rights
Neither the establishment of the Program and the Trust, nor any modifications thereof, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving you or any other person any legal or equitable right of action, or any recourse against CCPOA or its employees, the Trust or its employees, or the Trustees, except as provided in this Program Document and the Trust Agreement.

6.2 Applicable Laws and Regulations
Reference in this Program Document to any particular sections of any local, state or federal statute includes any regulation pertinent to such sections and any subsequent amendments to such sections or regulations. Except where this Program is subject to California law, this Program and the Trust shall be guided by ERISA.

6.3 Trustee Authority.
The Trustees shall have the authority and discretion to determine all questions relating to eligibility to participate in and the benefits payable under the Program. The Trustees shall have the exclusive and discretionary right to interpret and construe the Trust Document and the Program Document and to decide any and all matters arising thereunder, including the right to interpret Program terms and or remedy possible ambiguities and inconsistencies as well as to determine factual matters or omissions. All interpretations and decisions of the Trustees with respect to any matter hereunder shall be final, conclusive and binding on all parties affected thereby. The Trustees shall also have the authority to delegate any and all administrative functions under the Program.

6.4 INCOMPETENCE OR INCAPACITY OF BENEFICIARY

6.4.1 Payment of Benefits
In the event the Trust determines that your Beneficiary or Surviving Dependent is incompetent or incapable of executing a valid receipt of benefits and no guardian has been appointed, or, in the event they have not provided the Trust with an address at which they can be located for payment, the Trust may pay any benefit otherwise payable to one or more of the following of your surviving relatives: your Spouse, Domestic Partner, Children; or to your Beneficiary, as the Board of

Trustees in its sole discretion may designate. Any payment in accordance with this provision shall fully discharge the obligation of the Trust under this Program to the extent of such payment.

6.4.2 Filing Claims and Appeals

In the event the Trust determines that your Beneficiary or Surviving Dependent is incompetent or incapable of filing a claim and/or appeal on their own behalf and you have not designated an individual as your authorized representative (in accordance with Section 6.5 of this Program Document), another individual may file a claim and/or appeal on their behalf.

6.5 Authorization of Representative

In the event that your Beneficiary or Surviving Dependent is unable to file a claim or an appeal pursuant to Sections 3 and 5 of this Program Document on their own behalf or if they desire to have someone else act on their behalf with respect to such claim or appeal, they may authorize another individual including, but not limited to, your Spouse or Domestic Partner, a CCPOA official, or attorney, to act as their authorized representative. Such representative must comply with the claims and appeals procedures described in Sections 3 and 5 of this Program Document. Your Beneficiary or Surviving Dependent may designate an individual as their authorized representative by filing an Authorization of Representative form with the Trust. Except as otherwise required by applicable law, the Trust will not treat anyone as their authorized representative unless such form has been completed and filed with the Trust.

6.6 Amendment and Termination

The Board of Trustees of the CCPOA Benefit Trust Fund reserves the right to amend, delete or add to the terms of the Program and to terminate the Program, in whole or in part, at any time, without advance notice to any person. There is no guarantee that the Program will last forever.

6.7 Benefits Upon Termination

In the event of termination or partial termination of the Plan, the assets then remaining after providing for the expenses of the Plan and for the payment of any benefits theretofore approved, could be distributed among the Participants or transferred to a plan operated by an Internal Revenue Code § 501(c)(9) trust providing similar benefits.

SECTION 7
INFORMATION REQUIRED BY ERISA

7.1 Plan Name
The name of the plan of which this Program is a part is the CCPOA Benefit Trust Fund Health and Welfare Plan (the "Plan").

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

Enforce Your Rights
If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such case, the court may require the plan administrator to provide the materials and pay you up to $110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions
If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security

Administration, U.S. Department of Labor, listed in your telephone directory.

You may also contact:
Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

NOTES

We've Got You Covered.

(916) 779-6300

1-800-468-6486

CCPOA
Benefit Trust Fund

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