

**Basic Life** and/or  
**Supplemental Term Life** and/or  
**Guarantee Issue for New Hires**

**STL**

**GROUP TERM LIFE AND  
DEPENDENT LIFE  
INSURANCE  
AND ACCIDENTAL DEATH  
& DISMEMBERMENT (AD&D)**

INSURANCE CERTIFICATE

POLICY NUMBER G-29307-0

**CCPOA**  
**Benefit Trust Fund**



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

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

Contact the Trust Fund Office if you have any questions.



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# **GROUP TERM LIFE AND DEPENDENT LIFE INSURANCE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE CERTIFICATE**

(CERTIFICATE)

**POLICYHOLDER CCPOA BENEFIT TRUST FUND**

**POLICY NUMBER G-29307-0 (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 EMPLOYEE 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.

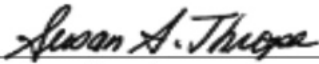
Highlights and other details of insurance appear in the Certificate Cover Letter. This page is attached to and made a part of the Certificate.

## Supplemental Term Life

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

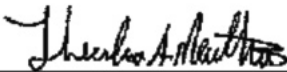
**Accelerated Death Benefit** The Death Benefit will be reduced by the amount of any Accelerated Death Benefit paid. CONTRIBUTIONS will remain unchanged. New York Life will send the INSURED EMPLOYEE a statement which will specify the effect the payment of the Accelerated Death Benefit will have on the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

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



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Secretary



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President

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

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**DEFINED TERMS ARE ALL CAPITALIZED.  
PLEASE REFER TO THE DEFINITIONS PAGES.**

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## IMPORTANT NOTICE

### **CERTIFICATE**

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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.

**FRAUD NOTICE** – For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

## **CLAIMS**

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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.

### **Claim Forms**

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

### **Proof Of Loss**

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

### **Claims Payment**

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

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

## **CONFORMITY WITH STATE LAWS AND/OR REGULATIONS**

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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**

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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**

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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**

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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.

## **MISSTATEMENTS**

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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

## Supplemental Term Life

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

### **Policy Changes**

The Policy can be changed: (a) at any time by written agreement between New York Life and the Policyholder; and (b) without the consent of any other person. Changes will be valid only if evidenced by an amendment to the Policy. Such amendment must be signed by the Policyholder and New York Life. The Policy may also be changed by New York Life by amendment to the Policy and without the consent of the Policyholder or any other person, if such amendment is signed by New York Life, and (a) results from the exercise of a right reserved to New York Life in the Policy; (b) is issued to conform to any law and/or regulation which 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 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.



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## 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.

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### FOR INSURANCE TO TAKE EFFECT

1. the EMPLOYER 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:**
    - (a) for any TRANSFER INSURANCE; or
    - (b) for insurance that is applied for during the first six months of hire and the amount of insurance is at or below the guarantee issue amount;
3. the required CONTRIBUTION must be received;
4. on an ELIGIBLE DEPENDENT, the ELIGIBLE EMPLOYEE must be an INSURED EMPLOYEE on the ELIGIBLE DEPENDENT'S EFFECTIVE DATE; and
5. New York Life must approve the insurance.

### 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 or the proposed INSURED DEPENDENT is either ACTIVELY-AT-WORK or performing the normal activities of a person in good health of like age on the EFFECTIVE DATE.

These requirements do not apply to TRANSFER INSURANCE or insurance for an ELIGIBLE CHILD. 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.

## Supplemental Term Life

**When Insurance Takes Effect** - Insurance for a proposed INSURED EMPLOYEE not ACTIVELY-AT-WORK will take effect on the day the proposed INSURED EMPLOYEE is ACTIVELY-AT-WORK.

With regard to the Policy's Basic Life Insurance, insurance for a proposed INSURED DEPENDENT who is not performing the regular duties of his or her occupation, if employed, on the date such insurance would otherwise have taken effect, will take effect on the day the proposed INSURED DEPENDENT is performing such regular duties on a full-time basis for at least one full week. If a proposed INSURED SPOUSE, who is not employed, is not performing the normal activities of a person in good health of like age on the date such insurance would otherwise have taken effect, such insurance will take effect on the day following 30 consecutive days of the INSURED SPOUSE performing such normal activities, if: (a) for DEPENDENT INSURANCE, the employee is an INSURED EMPLOYEE on that day; and (b) the proposed INSURED DEPENDENT is still eligible to obtain the insurance on that day.

With regard to the Policy's Supplemental Life Insurance, insurance for a proposed INSURED DEPENDENT of an INSURED EMPLOYEE who is not ACTIVELY-AT-WORK on the date such INSURED EMPLOYEE'S insurance would otherwise take effect, will take effect on the day the INSURED EMPLOYEE is ACTIVELY-AT-WORK, if: (a) for such DEPENDENT INSURANCE, the employee is an INSURED EMPLOYEE on that day; and (b) the proposed INSURED DEPENDENT is still eligible to obtain the insurance on that day.

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## **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.

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## **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.

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## **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.

### **Death Benefit**

Except as stated below, the Death Benefit payable is the amount of insurance in force for the COVERED PERSON on the date

## Supplemental Term Life

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**

Except for NON-CONTRIBUTORY insurance, 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 PREVIOUS POLICY for TRANSFER INSURANCE will also be used to determine if the two year period has elapsed.

## **BENEFICIARY**

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### **Accelerated Death Benefit**

The Accelerated Death Benefit will be paid to the INSURED EMPLOYEE, 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 EMPLOYEE: lawful married spouse or domestic partner; children equally; parents equally; or brothers and sisters equally;
2. for an INSURED SPOUSE: lawful married spouse or domestic partner; children equally; parents equally; or brothers and sisters equally; or
3. for an INSURED CHILD: parent, brothers and sisters equally; or children equally.

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

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

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

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

For an INSURED CHILD, the automatic beneficiary is the INSURED EMPLOYEE. 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. 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 EMPLOYEE, the benefit will be paid to the INSURED EMPLOYEE'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 PREVIOUS POLICY for TRANSFER INSURANCE will remain in effect under the Policy until changed.

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## AD&D INSURANCE

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

### COVERED LOSS

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A Covered Loss is a loss that:

1. an INSURED EMPLOYEE suffers, but only if such loss results from an accidental injury and such: (a) loss occurs within 90 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 an INSURED EMPLOYEE'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.
2. is listed on the Table Of Benefits on the Schedule page(s); and
3. is not excluded in the Exclusions section.

### EXCLUSIONS

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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 INSURED EMPLOYEE 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 INSURED EMPLOYEE'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/Infirmary**

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

**Drugs**

A loss that: (a) occurs during; (b) is due to; or (c) is related to; the INSURED EMPLOYEE'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 INSURED EMPLOYEE'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 INSURED EMPLOYEE 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 INSURED EMPLOYEE to benefits.

**War Conditions**

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

**For The Benefit To Be Paid**

For a Covered Loss to be paid: (a) New York Life must receive satisfactory proof of the INSURED EMPLOYEE'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) it must be determined 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 INSURED EMPLOYEE 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 payment is made.



New York Life will pay interest on the Death Benefit from the date of the INSURED EMPLOYEE'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 I (Proceeds at Interest) or the minimum required by state law.

## **BENEFICIARY**

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### **Covered Loss**

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

The benefit payable for an INSURED EMPLOYEE'S loss of life will be paid in accordance with the Death Benefit subsection of the Beneficiary section.

### **Death Benefit**

Except as stated below, the Death Benefit will be paid to the designated beneficiary(ies). However, if at the time of the INSURED EMPLOYEE'S death there is no surviving beneficiary for any designated share of the Death Benefit, such share will be paid to the INSURED EMPLOYEE'S surviving relative(s) in the following order of survival: lawful married spouse or domestic partner; children equally; parents equally; or brothers and sisters equally.

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

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

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

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

## Supplemental Term Life

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

### **Request Procedure**

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

## WHEN INSURANCE ENDS

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

1. except as stated below, for an INSURED EMPLOYEE, the last day of the INSURANCE PERIOD during which the INSURED EMPLOYEE is: (a) no longer a dues paying member of the CCPOA; or (b) no longer ACTIVELY-AT-WORK for the EMPLOYER in an eligible class.

### EXCEPTIONS:

1. An INSURED EMPLOYEE whose insurance ends due to retirement will receive noncontributory insurance under the Retired Term Life plan Group Number G-29308-0 if he or she continues their CCPOA membership in the CCPOA Retired Chapter; and/or
2. An INSURED EMPLOYEE whose insurance ends due to retirement may elect to continue the Supplemental Life Insurance for which he or she was covered on the day before such retirement (or if retirement is on or after April 1, 2012, up to 50% of such amount) under Group Number G-29310, if he or she:
  - (a) continues his/her CCPOA membership in the CCPOA Retired Chapter;
  - (b) pays the required CONTRIBUTION; and
  - (c) has not converted his amount of insurance as stated under this Policy's Conversion Rights provisions.

This amount is subject to the Reduction as shown on the Schedule pages of G-29310-0.

2. With respect to CONTRIBUTORY INSURANCE, 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;

## Supplemental Term Life

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 EMPLOYEE'S EMPLOYEE INSURANCE ends, except that: (a) the INSURED EMPLOYEE may choose to continue his or her DEPENDENT INSURANCE if such EMPLOYEE INSURANCE ended because payment of the Accelerated Death Benefit reduced the amount of his or her EMPLOYEE INSURANCE to zero or less; and (b) if an INSURED EMPLOYEE dies, the INSURED SPOUSE may elect to continue coverage under Group Number G-29310-0 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.
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 EMPLOYEE;
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 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
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.

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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

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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:

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).

### LAY-OFF OR LEAVE OF ABSENCE BENEFIT

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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

## Supplemental Term Life

the benefit, provided such termination is on a non-discriminatory 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.

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## 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, if insurance ends 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 (c) 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 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 employee'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 EMPLOYER will be deemed notice.



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## 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 per 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
2. 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.

**CONTRIBUTORY INSURANCE** means, if applicable, insurance for which the INSURED EMPLOYEE pays, in part or in full.

**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).

**EFFECTIVE DATE** means the date that insurance takes effect as follows: on the first day of the month immediately following the day the employee becomes an ELIGIBLE EMPLOYEE and the CONTRIBUTION, through payroll deduction, is received, except that, if insurance is subject to satisfactory medical evidence of insurability, the EFFECTIVE DATE is the first day of the month on or otherwise next following the date New York Life approves such insurance and the CONTRIBUTION, through payroll deduction, is received.

**ELIGIBLE DEPENDENT** means an ELIGIBLE EMPLOYEE'S:

1. 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. is not an INSURED EMPLOYEE; 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 employee for support and maintenance;
  - c. up to age 26; 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.

ELIGIBLE DEPENDENT does not include a person for whom DEPENDENT INSURANCE is requested under the Policy by reason of the employee's employment with the EMPLOYER, 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 employment.

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 individuals in the following Classes:

**CLASS 1:**

A person who is:

1. an active, dues paying CCPOA member; or an active dues paying member of CCPOA who has received a PERMANENT INTERMITTENT APPOINTMENT;
2. less than AGE 75; and
3. ACTIVELY-AT-WORK for the EMPLOYER; or

**CLASS 2:**

A person who is:

1. a staff member of the CCPOA or the CCPOA Benefit Trust Fund;
2. less than AGE 75; and
3. ACTIVELY-AT-WORK for the CCPOA or CCPOA Benefit Trust Fund; or

**CLASS 3:**

A person who:

1. qualifies as a CLASS 1 or CLASS 2 insured; and
2. has TRANSFER INSURANCE.

ELIGIBLE EMPLOYEE does not include a person who requests insurance under the Policy by reason of employment with the EMPLOYER, 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 employment.

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

## Supplemental Term Life

**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 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 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.)

**NON-CONTRIBUTORY INSURANCE** means, if applicable, insurance that is paid completely by the EMPLOYER.

**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 AGL-1180 issued to the Policyholder by the Hartford Life Insurance Company.

**TRANSFER DATE** means (1) September 1, 2009 if all liability under the PREVIOUS POLICY has ended for the TRANSFER INSURANCE for such ELIGIBLE EMPLOYEE on the day before such date; or (b) the day after liability under the PREVIOUS POLICY has ended for such ELIGIBLE EMPLOYEE, if all liability under the PREVIOUS POLICY for the insurance which is being transferred has not ended for such ELIGIBLE EMPLOYEE on the day before such date.

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

# SCHEDULE

## BASIC TERM LIFE INSURANCE ACTIVE PLAN

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### AMOUNT OF INSURANCE

#### CLASS 1:

#### DUES PAYING MEMBERS OF CCPOA

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and

#### CLASS 2:

#### EMPLOYEES OF THE CCPOA AND CCPOA BTF (NON-CONTRIBUTORY)

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Member of CCPOA.....	\$20,000
Spouse of a Member of CCPOA.....	\$10,000
Employee of CCPOA and CCPOA BTF.....	\$20,000
Spouse of an Employee of CCPOA BTF.....	\$10,000

This one-time Non-Contributory Life Insurance benefit is supplied for all dues paying members of CCPOA, employees of CCPOA, employees of CCPOA BTF, and their Spouses.

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### BASIC ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

#### ACTIVE PLAN

The Principal Sum available to each INSURED EMPLOYEE is as follows:

Class 1 & Class 2.....	\$20,000
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## BASIC TERM LIFE INSURANCE 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 limb	50%
Loss of sight of one eye	50%

Loss of sight means total and permanent loss.

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

### **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.

**SUPPLEMENTAL TERM LIFE  
INSURANCE PLAN  
(CONTRIBUTORY)**

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**AMOUNT OF INSURANCE \*\*\***

**CLASS 1:**

**DUES PAYING MEMBERS OF CCPOA**

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Minimum of.....\$25,000  
to a  
Maximum of..... \$500,000  
in \$25,000 increments

**GUARANTEED ISSUE AMOUNT:**.....\$125,000

**SPOUSE OF A DUES PAYING MEMBERS OF  
CCPOA \*\***

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Minimum of .....\$12,500  
to a  
Maximum of..... \$50,000  
in \$12,500 increments

**GUARANTEED ISSUE AMOUNT:** .....\$12,500

**INSURED CHILD(REN) OF A  
DUES PAYING MEMBER OF CCPOA**

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15 days but less than  
6 months of age: ..... \$ 750  
6 months and older: .....\$7,500

**GUARANTEED ISSUE AMOUNT:** .....Amounts shown.

**GUARANTEED ISSUE AMOUNT** means the maximum amount of life insurance available under the Policy that can be obtained without providing satisfactory proof of an insured's current health and medical history. The benefit applies only to Actively-At-Work, dues paying members of the CCPOA who are: AGE 55 or under and their Spouse who is AGE 55 or under, and apply for such insurance within six months of employment in Bargaining Unit 6.



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

\*\*\* TRANSFER INSURANCE on each COVERED PERSON and spouse amounts 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.

## **BASIC TERM LIFE INSURANCE ACTIVE PLAN**

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### **AMOUNT OF INSURANCE \*\***

#### **CLASS 2**

#### **EMPLOYEES OF THE CCPOA AND CCPOA BTF (CONTRIBUTORY)**

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Employee of CCPOA and CCPOA BTF .....	\$95,000
Spouse of an Employee of CCPOA or CCPOA BTF .....	\$22,500

#### **CHILD(REN) OF AN EMPLOYEE OF CCPOA OR CCPOA BTF:**

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15 days but less than 6 months of age: .....	\$ 750
6 months and older: .....	\$7,500

\*\* 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, maximum, or multiple restrictions. However, any changes are subject to the applicable Amounts of Insurance available.

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## **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:

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

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

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

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

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

## **STATE REGULATIONS DOMESTIC PARTNER ENDORSEMENT**

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

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

### **PURPOSE:**

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

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

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

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

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

Terms that mean or refer to the inception or dissolution of a marriage, such as “date of marriage,” “divorce decree,” “termination of marriage” and any other such terms shall also include the inception or termination of a domestic partnership.

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





**We've Got You Covered.**

**(916)779-6300**

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



**CCPOA**

**Benefit Trust Fund**

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

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



Effective April 2024