Group Life Insurance and Accidental Death & Dismemberment Insurance Plan for the California Correctional Peace Officers Association Benefit Trust Fund

NEW YORK LIFE PLAN DOCUMENT AND SUMMARY PLAN DESCRIPTION

CCPOA
Benefit Trust Fund

NEW YORK LIFE

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CONTENTS

INTRODUCTORY INFORMATION

The CCPOA Benefit Trust Fund is pleased to provide this information to you regarding life and accidental death and dismemberment insurance benefits provided through the CCPOA Benefit Trust Fund by the New York Life Insurance Company. The following information, together with the information contained in the New York Life Insurance Company Insurance Certificates (the "Certificates") and the CCPOA California Correctional Peace Officers Association Benefit Trust Fund Summary Plan Description and Plan Document, is the Summary Plan Description of the Group Life Insurance and Accidental Death & Dismemberment Insurance Plan for the California Correctional Peace Officers Association Benefit Trust Fund (the "Plan") as required by the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

NAME OF PLAN:

The name of the Plan is the Group Life Insurance and Accidental Death & Dismemberment Insurance Plan for the California Correctional Peace Officers Association Benefit Trust Fund.

This Plan is also commonly known as the CCPOA Benefit Trust Fund Life and AD&D Insurance Plan.

NAME AND ADDRESS OF PLAN SPONSOR AND PLAN ADMINISTRATOR:

Board of Trustees of the
CCPOA Benefit Trust Fund
2515 Venture Oaks Way, Suite 200
Sacramento, CA 95833-4235
(800) 468-6486 or (916) 779-6300

NAME AND ADDRESS OF TRUSTEES:

See Appendix A.

PLAN SPONSOR IDENTIFICATION NUMBER:

The EIN of the CCPOA Benefit Trust Fund is 94-6459649.

PLAN NUMBER:

The three-digit number assigned to the Plan is 501.

NAME AND ADDRESS OF CLAIMS ADMINISTRATOR:

New York Life Insurance Company
5505 West Cypress Street
Tampa, FL 33607

PLAN BENEFITS

The Plan is a welfare benefit plan providing life insurance and accidental death and dismemberment insurance as described here and in the Certificates.

The benefits offered through the Plan are provided pursuant to group insurance policies numbered G-29307, G-29308, G-29309, G-29310, G-20312, and G-29313 (collectively, "Policy") issued by the New York Life Insurance Company ("New York Life") and are subject to the Policy's terms and conditions. The Policy's terms and conditions are summarized in the Certificates. The Certificates contain information about how one becomes and remains a Plan participant and describe the Plan's benefits, including any limitations or exclusions that may affect your right to benefits. If you do not already have a copy of the Certificate(s) for the policy in which you are enrolled, you may contact the Trust Office at (800) 468-6486 to request a copy of the Certificate(s) in which you are interested.

ADMINISTRATION

The Board of Trustees of the CCPOA Benefit Trust Fund (the "Board of Trustees") is the official administrator of the Plan (the "Plan Administrator") and is the named fiduciary as provided under ERISA. The Board of Trustees makes the rules under which the Plan operates and has the maximum discretionary authority permitted by law to interpret, construe, and administer the Plan. The Board of Trustees may delegate to any agent, including an insurance carrier, the authority to act on behalf of the Board of Trustees, including the authority to make determinations regarding Plan participation, enrollment, and eligibility for benefits; to grant or deny benefits; and to resolve ambiguities in this Summary Plan Description. The decisions of the CCPOA Benefit Trust Fund and its delegates will be final, conclusive, and binding on all persons, and will be given the maximum deference permitted by law.

The Board of Trustees has appointed New York Life as the claims administrator for the Plan and has delegated full fiduciary discretion and authority to New York Life to determine eligibility for benefits under the Plan and to construe and interpret all terms and provisions of the Policy.

AGENT FOR SERVICE OF LEGAL PROCESS

Service of legal process on the Plan may be made upon the Benefit Trust Fund's Administrator, any Trustee, or on the Plan Administrator at the address for the Trust office:

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

ELIGIBILITY AND PARTICIPATION

The eligibility requirements or limitations are described in the Certificates. The Certificates also include the eligibility requirements for dependents, including the requirements applicable to dependents who are disabled or who are full-time students. You may not be eligible to enroll yourself or your dependents in all of the benefits provided under the Plan – eligibility to participate in the Plan may depend on certain variables, such as whether you are an active employee or a retiree.

Participation in the Plan is generally available to the following groups of individuals and their eligible dependents as described in further detail in the applicable Certificate(s):

Full-time permanent employees and Permanent Intermittent Employees of the State of California Bargaining Unit 6 who are members in good standing of the California Correctional Peace Officers Association ("CCPOA");

Employees of CCPOA;

Employees of CCPOA Benefit Trust Fund; and

Members in good standing of the Retired Chapter of the CCPOA.

SOURCE OF CONTRIBUTIONS

The money necessary to finance the Plan's benefits, which are provided through the Policy by New York Life, are derived from insurance premiums. Participant contributions and interest accrued on investments of those funds comprise the contributions that are necessary to defray administrative expenses of the Benefit Trust Fund and fund most of the premiums for the various levels of coverage under the Policy. Deductions of dues paid to the CCPOA Retiree Chapter fund the premiums for policy G-29308. Premiums for policy G-29307 may be from participant contributions or employer contributions. The rates of contributions are subject to change at any time at the sole discretion of the Board of Trustees.

Any refunds, rebates, dividends, experience adjustment, or other similar payment pursuant to the Policy are Plan assets and, pursuant to the Board of Trustees' sole discretion, will be used to pay for any combination of additional benefits, Plan expenses, or insurance premiums. No participant has a vested right to receive any portion of these funds.

FUNDING

The benefits under this Plan are funded by group insurance policies numbered G-29307, G-29308, G-29309, G-29310, G-20312, and G-29313 with the insurer:

New York Life Insurance Company
51 Madison Avenue
New York, NY 10010

All contributions are deposited and held in the CCPOA Benefit Trust Fund which is maintained by the Board of Trustees. Premiums for the Policy with New York Life are paid by the Board of Trustees from the CCPOA Benefit Trust Fund. Claims for benefits are sent by the Plan Administrator to New York Life pursuant to the Policy. New York Life (not the Benefit Trust Fund) is responsible for making claim and appeal determinations and is financially responsible for the payment of claims.

PLAN YEAR

The Plan year is April 1 to March 31.

PLAN RECORDS

Plan records are maintained on a fiscal year basis.

Date of the end of the year for maintaining the Plan's fiscal records: March 31

AMENDMENT AND TERMINATION

There is no guarantee that the Plan will last forever. Although there is no present intention of doing so, the Board of Trustees reserves the right, in its absolute and unlimited discretion, to amend or terminate the Plan or to eliminate any benefits, at any time and for any reason, without advance notice to any person by a written instrument signed by the Board of Trustees. The Board of Trustees may amend the Plan by changing the insurer or the applicable policy or contract. Any amendment to or termination of the Plan will not reduce the benefits to which a participant may be entitled for a claim that is incurred prior to the effective date of such amendment or termination.

CLAIM PROCEDURES

The Plan has designated and named New York Life as the claims fiduciary for benefits provided under the Policy. The Plan has granted New York Life full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy.

a. Claims for Benefits Requiring a Determination of Disability

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents and such claim requires a determination of whether you or your dependents are disabled, you or your authorized representative must notify the Plan Administrator (which is the Board of Trustees of the CCPOA Benefit Trust Fund) in writing within 30 days after the occurrence of any loss covered by the Policy to obtain a claim form(s). The applicable sections of the claim form(s) or proof must be completed by (1) you, (2) the Plan Administrator and (3) if required, the attending physician or hospital. New York Life must receive the claim form(s) or proof containing satisfactory proof of the covered loss within 90 days after the occurrence of any loss covered by the Policy. If New York Life or the Plan Administrator does not send you claim forms within 15 days of your request for the forms, you can send written proof of claim showing the date, cause and extent of the loss to New York Life or the Plan Administrator. Following completion, the claim form(s) or proof must be submitted to the Plan Administrator, who will forward the form(s) or proof to New York Life, or you may submit the claim

form(s) or proof to New York Life directly to New York Life Insurance Company, 5505 West Cypress Street, Tampa, FL 33607. New York Life will evaluate your claim and determine if benefits are payable.

New York Life will make a decision no more than 30 days after receiving satisfactory proof from you of a covered loss. Any adverse benefit determination will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary, 4) a description of the review procedures and time limits applicable to such procedures, 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal the decision and after you receive a written denial on appeal, and 6) (A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the denial, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the denial and that a copy will be provided free of charge to you upon request, or (B) if denial is based on medical judgment, either (i) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request.

b. Appealing Denials of Claims for Benefits Requiring a Determination of Disability

On any wholly or partially denied claim that required a determination of whether you or your dependents are disabled, you or your representative may appeal to New York Life for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by New York Life no later than the expiration of 180 days from the date you received your claim denial. As part of your appeal:

- You may request, free of charge, copies of all documents, records, any other information relevant to your claim; and

- You may submit written comments, documents, records and other information relating to your claim.

New York Life's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

New York Life will make a final decision no more than 45 days after it receives your timely appeal. The time for final decision may be extended for one additional 45 day period provided that, prior to the extension, New York Life notifies you in writing that an extension is necessary due to special circumstances, identifies those circumstances and gives the date by which it expects to render its decision. If your claim is extended due to your failure to submit information necessary to decide your claim on appeal, the time for decision shall be tolled from the date on which the notification of the extension is sent to you until the date your response to the request is received.

The individual reviewing your appeal shall give no deference to the initial benefit decision and shall be an individual who is neither the individual who made the initial benefit decision, nor the subordinate of such individual. The review process provides for the identification of any medical or vocational experts whose advice was obtained in connection with an initial adverse decision, without regard to whether that advice was relied upon in making that decision. When deciding an appeal that is based in whole or part on medical judgment, we will consult with a medical professional having the appropriate training and experience in the field of medicine involved in the medical judgment and who is neither an individual consulted in connection with the initial benefit decision, nor a subordinate of such individual. If New York Life grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

Any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision, 2) specific references to the Policy provisions on which the decision is based, 3) a statement that you have the right to bring a civil action under section 502(a) of ERISA, 4) a statement that you may request, free of charge, copies of all documents, records, and other information relevant to your claim; 5)(A) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the decision on appeal, either (i) the specific rule, guideline, protocol or other similar criterion, or (ii) a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the decision on appeal and that a copy will be provided free of charge to you upon request, or (B) if the decision on appeal is based on

medical judgment, either (i) an explanation of the scientific or clinical judgment for the decision on appeal, applying the terms of the Policy to your medical circumstances, or (ii) a statement that such explanation will be provided to you free of charge upon request, and 6) any other notice(s), statement(s) or information required by applicable law.

c. Claims for Benefits Requiring a Determination of Disability

If you or your authorized representative would like to file a claim for benefits for yourself or your insured dependents and such claim does not require a determination that you or your dependents are disabled, you or your authorized representative must contact the Plan Administrator (which is the Board of Trustees of the CCPOA Benefit Trust Fund) to obtain a claim form(s). The applicable sections of the claim form(s) or proof must be completed by (1) you, (2) the Plan Administrator and (3) if required, the attending physician or hospital. Following completion, the claim form(s) or proof must be submitted to the Plan Administrator, who will forward the form(s) or proof to New York Life, or you may submit the claim form(s) or proof to New York Life directly to New York Life Insurance Company, 5505 West Cypress Street, Tampa, FL 33607. New York Life will evaluate your claim and determine if benefits are payable.

New York Life will make a decision no more than 90 days after receipt of your properly filed claim. However, if New York Life determines that special circumstances require an extension, the time for its decision will be extended for an additional 90 days, provided that, prior to the beginning of the extension period, New York Life notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 180 days after your claim was received. If New York Life approves your claim, the decision will contain information sufficient to reasonably inform you of that decision.

However, any adverse benefit determination will be in writing and include: 1) specific reasons for the decision; 2) specific references to Policy provisions on which the decision is based; 3) a description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information necessary; 4) a description of the review procedures and time limits applicable to such, and 5) a statement that you have the right to bring a civil action under section 502(a) of ERISA after you appeal the decision and after you receive a written denial on appeal.

d. Appealing Denials of Claims for Benefits Not Requiring a Determination of Disability

On any wholly or partially denied claim that did not require a determination that you or your dependents are disabled, you or your representative may appeal to New York Life for a full and fair review. You must complete this claim appeal process before you file an action in court. Your appeal request must be in writing and be received by New York Life no later than the expiration of 60 days from the date you received your claim denial. As part of your appeal:

- You may request, free of charge, copies of all documents, records, and other information relevant to your claim; and
- You may submit written comments, documents, records and other information relating to your claim.

New York Life's review on appeal shall take into account all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

New York Life will make a final decision no more than 60 days after it receives your timely appeal. However, if New York Life determines that special circumstances require an extension, the time for its decision will be extended for an additional 60 days, provided that, prior to the beginning of the extension period, New York Life notifies you in writing of the special circumstances and gives the date by which it expects to render its decision. If extended, a decision shall be made no more than 120 days after your appeal was received. If New York Life grants your claim appeal, the decision will contain information sufficient to reasonably inform you of that decision.

Any final adverse benefit determination on review will be in writing and include: 1) specific reasons for the decision and specific references to the Policy provisions on which the decision is based, 2) a statement that you are 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, 3) a statement of your right to bring a civil action under section 502(a) of ERISA, and 4) any other notice(s), statement(s) or information required by applicable law.

STATEMENT OF ERISA RIGHTS

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, copies of the latest annual report (Form 5500 Series), and updated summary plan descriptions. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions By Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the 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, 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.

Enforcing Your Rights

If your claim for a group insurance benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents related to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan

documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which was 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 the 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 Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the Plan Administrator or the nearest regional office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 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.

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The Board of Trustees is pleased to provide you with this document which provides information about your CCPOA Benefit Trust Fund benefits and hopes that you find it helpful. If you have any questions, please call the Trust Office at (916) 779-6300 or toll free at (800) 468-6486.

APPENDIX A

CONTACT

Contact information for CCPOA Benefit Trust Board Members, Providers, Staff, and current Documents can be found at our website: **www.ccpoabtf.org**

CCPOA Benefit Trust Fund
2515 Venture Oaks Way, Suite 200
Sacramento, CA 95833-4235.
Telephone: (916) 779-6300

We've Got You Covered.

(916) 779-6300

1-800-468-6486

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