



REQUEST INFORMATION TO PURCHASE SURVIVOR BENEFIT

Date:

Name:

LAST

FIRST

MI

Social Security No.:

xxx

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xx

-

LAST FOUR

Fire

Airport

Police

Harbor

Address:

City:

State:

Zip Code:

E-Mail:

Home Phone: ()

Mobile/Work Phone: ()

Spouse/Domestic
Partner Name:

Social Security
No.: - -

Spouse/Domestic Partner
Date of Birth:

Marriage/
Domestic Partner Date:

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Signature:

Date:

RETURN TO: Los Angeles Fire and Police Pensions
Attn: Retirement Services Section
701 E. 3rd Street, Suite 200
Los Angeles, CA 90013

For Questions: (844) 88-LAFPP (52377), Extension 93125
(213) 279-3125
RS@lafpp.com



CHARTER SECTION 1236. SURVIVOR BENEFIT PURCHASE PROGRAM FOR RETIREES.

A Retired Plan Member may elect, after retirement, to provide a survivor benefit to a spouse or domestic partner subject to the following:

(a) Member to Pay Full Cost. The Retired Plan Member shall pay the full actuarially determined cost of the survivor benefit through an actuarial reduction in his or her monthly pension benefit.

(b) Vesting Requirement. The right to benefits under this program shall not vest until the Retired Plan Member survives at least one year from the date he or she makes an election to provide this benefit, unless the Board shall determine by a preponderance of the evidence that the Retired Plan Member's death was accidental.

If the right to benefits has not vested before the date of the Retired Plan Member's death and the accidental death exception does not apply, then no survivor benefit shall be provided by the Plan and the amount by which the Retired Plan Member's monthly benefits were reduced after making this election shall be paid as a lump sum to the spouse or domestic partner, provided that if the spouse or domestic partner has predeceased the member, the lump sum shall be paid to the member's estate.

(c) Only One Election Allowed. In order to minimize administrative costs to the Plan, a Retired Plan Member may only exercise this election once. The Retired Plan Member's election shall not apply to any interest in his or her pension benefit awarded by the court to another person, but only to the interest retained by the Retired Plan Member. The election may only be made to provide a benefit for a spouse or domestic partner who is not already qualified to receive a benefit from the Plan upon the Retired Plan Member's death. For purposes of this section, a domestic partnership must either be filed with the Plan or the California Secretary of State or be recognized as a valid domestic partnership in this state based upon the provisions of Section 299.2 of the Family Code or any successor provisions.

(d) Irrevocable Election. Once an election is made, it is irrevocable. The Retired Plan Member's monthly pension benefits will be permanently reduced and will not increase if the spouse or domestic partner predeceases the Retired Plan Member or if their marriage or domestic partnership is otherwise terminated.

(e) Survivor Benefit. The benefit authorized by this section consists of a percentage continuation of the Retired Plan Member's monthly pension benefit payable to the surviving spouse or domestic partner of the Retired Plan Member for the survivor's lifetime. In order to be eligible to receive the survivor benefit provided by this section, the survivor must be either the spouse or domestic partner of the Retired Plan Member at the time he or she elected to provide this benefit and at the time of his or her death. A survivor receiving a benefit under this section shall not be eligible for a health subsidy from the Plan. The payment of a survivor benefit provided by this section does not impact the payment of other survivor benefits from the Plan.

**CHARTER SECTION 1236. SURVIVOR BENEFIT PURCHASE PROGRAM FOR RETIREES.
(CONT.)**

(f) Payment Options. The Retired Plan Member shall select the percentage of continuance that he or she desires to fund from the options provided by the Plan. These options shall be established by Board rule and shall provide a reasonable range of choices, subject to any limitations imposed by federal law. If no continuance is payable based on the provisions of sub-section (b), then the amount paid by the Retired Member as a reduction in his or her monthly retirement benefit shall be refunded as provided therein.

(g) Right to Review, Modify and Terminate the Program. The City's right to review the program, as provided below, may not be exercised until the program has been operative for at least five years and may not be exercised more often than every five years.

To initiate a review, the City Administrative Officer (CAO) shall request the Plan to provide data relevant to the program's costs. If the CAO so requests after reviewing the data provided, an actuarial report shall be obtained. As part of this review, the City Council shall have the authority, by ordinance, to enact modifications to the program necessary to maintain cost neutrality or to terminate the program if the program cannot be modified to maintain cost neutrality.

If the program is modified, the modifications shall not apply to Retired Plan Members who elected this benefit before the effective date of the modifications. If the program is terminated, the Plan shall continue to administer the program for all Retired Plan Members who elected benefits under the program prior to the termination date, but shall not allow Retired Plan Members to elect benefits under the program after the termination date.

(h) Board's Authority to Adopt Rules and Administer the Program. The Board shall administer this program and adopt any necessary rules. This includes the authority to establish any mortality assumptions required for the administration of the program.