

**TRIADA: LEGACY PLAN**  
**CLOSED TO NEW ENROLLMENT**  
**NOVEMBER 30, 2015**

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## **Certificate of Coverage**

### **TRIADA: ACCIDENT ONLY**

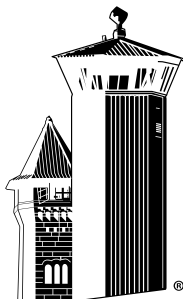
For CCPOA Members formerly covered under  
Combined Insurance's Accident Only  
(ADP)

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



Effective October 2020





# **CERTIFICATE OF COVERAGE**

**COVERAGE TYPE:**  
**Accident Only Coverage**

**PLAN ADMINISTRATOR**

TRIADA ASSURANCE  
10713 W SAM HOUSTON PKWY N, SUITE 100  
HOUSTON, TX 77064

PHONE: 1-877-3TRIADA  
FAX: 1-281-741-1830

Updated:  
**October, 2020**



All benefits payable under this certificate shall be calculated based on the scheduled benefits for the Certificate Anniversary Year in which the accident occurred. Benefits are not payable based on any other date. In the event your certificate lapses due to non-payment, you may reinstate your certificate in accordance with the Reinstatement provision and the calculation of your Certificate Anniversary Year will be subject to the definition of Certificate Anniversary Year.

**ACCIDENT ONLY COVERAGE**  
**THIS IS AN ACCIDENT ONLY**  
**CERTIFICATE AND DOES NOT PAY**  
**BENEFITS FOR LOSS FROM SICKNESS**

Benefits will be paid for the following losses resulting, directly and independently of all other causes, from accidental bodily injuries incurred while this certificate is in force and which loss or injuries are in no way caused by disease (Herein referred to as "Injury"). Benefits will be paid in accordance with the Schedule of Payments and Benefits (herein also referred to as "Schedule") for the plan selected and the appropriate Certificate Anniversary Year. Both payments and benefits will increase each Certificate Anniversary Year in accordance with the Schedule and subject to the Payment and Benefit Increases Section.

Payments and benefits will increase each year, for the first ten years, as scheduled in the Schedule of Payments and Benefits.

**30 DAY RIGHT TO EXAMINE CERTIFICATE**

If this certificate is not satisfactory for any reason, within 30 days of delivery you can return it to Triada. Any payment will be refunded, and this certificate will be void from its beginning.

**NON-CANCELLABLE AND GUARANTEED RENEWABLE**

Triada guarantees your right to renew this certificate for your lifetime so long as the scheduled payment for the appropriate Certificate Anniversary Year is paid on or before the due date or within the grace period. For the first ten years the certificate is in force the payments and

benefits will increase each Certificate Anniversary Year in accordance with the Schedule of Payments and Benefits for the plan selected on the application. Triada cannot change the payment shown in the Schedule of Payments and Benefits.

### **CONSIDERATION**

This certificate is issued in consideration of the statements contained in the application and payment of the first payment. Triada agrees to pay you, the Insured named in the application, subject to the terms and limitations of this certificate. Benefits will be paid for the following losses resulting, directly and independently of all other causes, from accidental bodily injuries incurred while this certificate is in force and which loss or injuries are in no way caused by disease (Herein referred to as "Injury"). Benefits will be paid in accordance with the Schedule of Payments and Benefits (herein also referred to as "Schedule") for the plan selected and the appropriate Certificate Anniversary Year. Both payments and benefits will increase each Certificate Anniversary Year in accordance with the Schedule and subject to the Payment and Benefit Increases Section.

# BENEFITS

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## SECTION A ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

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If you sustain an Injury which, within 180 days from the date of the accident that caused the Injury, is the cause of loss of your life, sight or limbs, Triada will pay the Principal Sum for loss of life, loss of multiple limbs or loss of sight in both eyes and one-half of the Principal Sum for loss of one limb or loss of sight of one eye. The Principal Sum is shown in the Schedule under Section A

Only one of the benefit amounts, the greater, will be paid for Injury resulting from one accident. Loss of limbs shall mean the loss by actual and complete severance at or above the wrist or ankle. Loss of sight of an eye shall mean the total and irrecoverable loss of the entire sight.

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## SECTION B EMERGENCY ROOM CARE - ACCIDENT

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If because of Injury and within 48 hours of the accident that caused the Injury, you require emergency treatment at a Hospital emergency room, a Hospital affiliated Emergency Care Facility or 24 hour Emergency Care Facility, Triada will pay the benefit amount shown in the Schedule for this Section B for any one accident.

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## SECTION C PHYSICIAN CARE - ACCIDENT

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If because of Injury and within 90 days of the accident that caused the Injury, you require treatment from a Physician, Triada will pay the benefit amount shown in the Schedule for this Section C for any one accident.

## **SECTION D INTENSIVE CARE - ACCIDENT**

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If because of Injury you are confined in an Intensive Care Unit during a period for which benefits are payable under Section E, Triada will pay in addition to Section E, the benefit amount shown in the Schedule for this Section D, for any one accident.

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## **SECTION E HOSPITAL CARE - ACCIDENT**

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If because of Injury and beginning within 180 days of the accident that caused the Injury, you are confined overnight as an Inpatient in a Hospital, Triada will pay for each day of such confinement starting with the first day, and for up to your lifetime, the benefit amount shown in the Schedule for this Section E.

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## **SECTION F RECOVERY CARE FOLLOWING HOSPITAL CONFINEMENT, FRACTURES, OUTPATIENT SURGERY - ACCIDENT**

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If because of Injury you are continuously Totally Disabled beginning within 30 days following: 1) a period of confinement in a Hospital for which benefits are payable under Section E; 2) treatment for Fractures; or 3) Outpatient Surgery; Triada will pay, while you remain Totally Disabled for up to a maximum of 6 consecutive months, the benefit amount shown in the Schedule for this Section F.

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## **PAYMENT AND BENEFIT INCREASES**

For the first ten years this coverage is in force, the payments and benefits will increase each Anniversary Year shown in the Schedule of Payments and Benefits for the plan selected. All benefits payable under this certificate shall be calculated based on the scheduled benefits for the Certificate Anniversary Year in which the accident occurred. Benefits are not payable based on any other date.



In the event your certificate lapses due to non-payment of payment, you may reinstate your certificate in accordance with the Reinstatement provision and the calculation of your Certificate Anniversary Year will be subject to the definition of Certificate Anniversary Year.

### **PAYABLE IN ADDITION TO OTHER INSURANCE**

Benefits provided by this certificate are payable in addition to those provided by any other insurance certificate.

### **WHAT CERTAIN TERMS MEAN**

**Ambulatory Surgical Center** means a public or private institution which complies with all the following:

1. employs a medical staff of Physicians.
2. consists of permanent facilities equipped and operated primarily for performing surgical procedures;
3. offers continuous Physician and registered nursing services when a patient is in the facility;
4. does not provide services or accommodations for patients to stay overnight; and (5) operates pursuant to law.

**Emergency Care Facility** is an institution which meets the following requirements: (1) operates pursuant to law; (2) has a staff of at least one licensed Physician and one registered nurse available at all times; and (3) has facilities for diagnosis and treatment of Injury-related emergencies.

**Fractures** means the breaking of an arm, leg, hip, or any other bone of the body.

**Hospital** is an institution located in the United States or Canada which meets all of the following requirements: (a) operates as a Hospital pursuant to state or provincial law; (b) operates primarily for the care and treatment of sick or injured persons as Inpatients; (c) provides 24 hour nursing service; (d) has facilities available for diagnosis and surgery either on its own premises or in facilities available to the Hospital on a pre-arranged basis; (e) has a staff of at least one licensed Physician available at all times. Hospital does not include a nursing home or convalescent care facility, including such facility associated with a Hospital.

**Inpatient** means Hospital confinement which the Hospital classifies as Inpatient. It does not mean confinement on an outpatient basis.

**Intensive Care Unit** means that part of a Hospital (other than a patient's room, operating room or recovery room) where patients receive continual nursing care, and which is commonly known as the intensive care or cardiac care unit.

**Outpatient Surgery** includes any outpatient medical procedure performed by a Physician due to an accident in a Hospital operating room as an outpatient, an Ambulatory Surgical Center, Emergency Care Facility, emergency room, Physician's office or clinic which the Physician has classified as "surgery" or has identified using a CPT surgical code.

**Physician** means a licensed practitioner of the healing arts acting within the scope of his or her license in treating an Injury. It does not include the Insured or a member of his or her family.

**Anniversary Year** means each continuous 12-month period the certificate is in force beginning from the issue date of the certificate. Any amount of time accrued between the last Anniversary Year and the reinstatement date which does not equal a continuous 12-month period the coverage is in force will not be taken into account in the calculation of a Anniversary Year.

**Totally Disabled** or **Total Disability** means a disability that renders one unable with reasonable continuity to perform the substantial and material acts necessary to pursue his/her occupation in the usual and customary way. You must be under the care of a Physician.

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## UNIFORM PROVISIONS

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1. **ENTIRE CONTRACT; CHANGES:** This certificate with the application and attached papers, if any, is the entire contract between the Insured and Triada. No change in this certificate will be effective until approved by an executive officer of Triada. This approval must be noted on or attached to this certificate. No agent may change this certificate or waive any of its provisions.
2. **TIME LIMIT ON CERTAIN DEFENSES:** After 2 years from the issue date, only fraudulent misstatements in the application may be used to void the certificate or deny any claim for loss incurred or disability that starts after the 2-year period.
3. **GRACE PERIOD:** This certificate has a 31-day grace period. This means that if a renewal payment is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the certificate will stay in force.
4. **REINSTATEMENT:** If the renewal payment is not paid before the grace period ends, the certificate will lapse. Later acceptance of the payment by Triada (or by an agent authorized to accept payment) without requiring an application for reinstatement will reinstate this certificate.

If Triada or its agent requires an application, the Insured will be given a conditional receipt for the payment. If the application is approved, the certificate will be reinstated as of the approval date. Lacking such approval, the certificate will be reinstated on the 45th day after the date of the conditional receipt unless Triada has previously written the Insured of its disapproval.

The reinstated certificate will cover only loss that results from an accident that starts after the date of reinstatement. In all other respects the rights of the Insured and Triada will remain the same, subject to any provisions noted on or attached to the reinstated certificate.

On your reinstatement date you will begin a new Certificate Anniversary Year. Any amount of time accrued prior to reinstatement which does not equal a continuous 12-month period the certificate is in force, will not be taken into account in the calculation of a Certificate Anniversary Year.

5. **NOTICE OF CLAIM:** Written notice of claim must be given within 30 days after a covered loss starts or as soon as reasonably possible. Notice given by or on behalf of the insured or the beneficiary to the insurer at its Administrative Office located at 10713 West Sam Houston Parkway N Suite 100 Houston, TX 77064, or to telephone number 1-877-387-4232 or to any authorized agent of the insurer, with information sufficient to identify the insured, shall be deemed notice to the insurer.
  
6. **CLAIM FORMS:** When Triada receives the notice of claim, it will send the claimant forms for filing proof of loss. If these forms are not given to the claimant within 15 days, the claimant will meet the proof of loss requirements by giving Triada a written statement of the nature and extent of the loss within the time limit stated in the Proofs of Loss Section. Claims forms are available online at [www.triada.com](http://www.triada.com).
  
7. **PROOFS OF LOSS:** If the certificate provides for periodic payment for a continuing loss, written proof of loss must be given to Triada within 90 days after the end of each period for which Triada is liable. For any other loss, written proof must be given within 90 days after such loss.

If it was not reasonably possible to give written proof in the time required, Triada shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than 1 year from the time specified unless the claimant was legally incapacitated.

5. **TIME OF PAYMENT OF CLAIMS:** After receiving proper written proof of loss, Triada will pay monthly all benefits then due the Insured for disability.

Benefits for any other loss covered by this certificate will be paid as soon as Triada receives proper written proof.

6. **PAYMENT OF CLAIMS:** Benefits will be paid to the Insured and shall be calculated based on the scheduled benefits for the Certificate Anniversary Year in which the accident occurred. Benefits are not payable based on any other date. Loss of life benefits

are payable in accordance with the beneficiary designation in effect at the time of payment. If none is then in effect, the benefits will be paid to the Insured's estate. Any other benefits unpaid at death may be paid, at Triada's option, either to the Insured's beneficiary or estate.

8. **PHYSICAL EXAMINATIONS:** Triada at its expense has the right to have the Insured examined as often as reasonably necessary while a claim is pending.
9. **LEGAL ACTIONS:** No legal action may be brought to recover on this certificate within 60 days after written proof of loss has been given as required by this certificate. No such action may be brought after the expiration of 3 years from the time written proof of loss is required to be given.
10. **CONFORMITY WITH STATE STATUTES:** Any provision of this certificate which, on its effective date, is in conflict with the laws of the state in which the Insured resides on that date is amended to conform to the minimum requirements of such laws.
11. **CHANGE OF BENEFICIARY:** The Insured can change the beneficiary at any time by giving Triada written notice satisfactory to Triada which is received by Triada at its home office during the Insured's lifetime. Unless irrevocably designated, the beneficiary's consent is not required.

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## GENERAL PROVISIONS

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This certificate becomes effective on the date issued. It begins and ends at 12:01 A.M., Standard Time, at the place where you reside. This certificate is issued for your lifetime. It continues in force so long as the applicable scheduled payment is made on or before the due date or within the grace period.

This certificate is issued in consideration of the first payment in advance. If payment is made by check, draft or credit card debit not honored, the certificate shall be void.

This certificate is issued by TRIADA ASSURANCE. It shall not be binding on Triada unless a copy of the application has been countersigned by our authorized agent.

## SCHEDULE OF PAYMENTS AND BENEFITS PLAN 1 - HALF UNIT

			SECTION A	SECTION B
Certificate Anniversary Year	Semi- Annual Payment	Monthly Payment	Accidental Death and Dismemberment (Principal Sum)	Emergency Room Care (Per Accident)
At Issue	\$86.00	\$13.00	\$25,000.00	\$75.00
1	\$90.30	\$13.65	\$26,250.00	\$78.75
2	\$94.60	\$14.30	\$27,500.00	\$82.50
3	\$98.90	\$14.95	\$28,750.00	\$86.25
4	\$103.20	\$15.60	\$30,000.00	\$90.00
5	\$107.50	\$16.25	\$31,250.00	\$93.75
6	\$111.80	\$16.90	\$32,500.00	\$97.50
7	\$116.10	\$17.55	\$33,750.00	\$101.25
8	\$120.40	\$18.20	\$35,000.00	\$105.00
9	\$124.70	\$18.85	\$36,250.00	\$108.75
10 and over	\$129.00	\$19.50	\$37,500.00	\$112.50

<b>SECTION C</b>	<b>SECTION D</b>	<b>SECTION E</b>	<b>SECTION F</b>
<b>Physician Care (Per Accident)</b>	<b>Intensive Care (Per Accident)</b>	<b>Hospital Care (Daily Benefit) (Lifetime Maximum)</b>	<b>Recovery Care Following Hospital Confinement, Fractures or Outpatient Surgery (Daily Benefit) (6 Month Maximum)</b>
\$25.00	\$750.00	\$50.00	\$25.00
\$26.25	\$787.50	\$52.50	\$26.25
\$27.50	\$825.00	\$55.00	\$27.50
\$28.75	\$862.50	\$57.50	\$28.75
\$30.00	\$900.00	\$60.00	\$30.00
\$31.25	\$937.50	\$62.50	\$31.25
\$32.50	\$975.00	\$65.00	\$32.50
\$33.75	\$1,012.50	\$67.50	\$33.75
\$35.00	\$1,050.50	\$70.00	\$35.00
\$36.25	\$1,087.50	\$72.50	\$36.25
\$37.50	\$1,125.00	\$75.00	\$37.50

## SCHEDULE OF PAYMENTS AND BENEFITS PLAN 1 - FULL UNIT

			SECTION A	SECTION B
Certificate Anniversary Year	Semi- Annual Payment	Monthly Payment	Accidental Death and Dismemberment (Principal Sum)	Emergency Room Care (Per Accident)
At Issue	\$172.00	\$26.00	\$50,000.00	\$150.00
1	\$180.60	\$27.30	\$52,500.00	\$157.50
2	\$189.20	\$28.60	\$55,000.00	\$165.00
3	\$197.80	\$29.90	\$57,500.00	\$172.50
4	\$206.40	\$31.20	\$60,000.00	\$180.00
5	\$215.00	\$32.50	\$62,500.00	\$187.50
6	\$223.60	\$33.80	\$65,000.00	\$195.00
7	\$232.20	\$35.10	\$67,500.00	\$202.50
8	\$240.80	\$36.40	\$70,000.00	\$210.00
9	\$249.40	\$37.70	\$72,500.00	\$217.50
10 and over	\$258.00	\$39.00	\$75,000.00	\$225.00



<b>SECTION C</b>	<b>SECTION D</b>	<b>SECTION E</b>	<b>SECTION F</b>
<b>Physician Care (Per Accident)</b>	<b>Intensive Care (Per Accident)</b>	<b>Hospital Care (Daily Benefit) (Lifetime Maximum)</b>	<b>Recovery Care Following Hospital Confinement, Fractures or Outpatient Surgery (Daily Benefit) (6 Month Maximum)</b>
\$50.00	\$1,500.00	\$100.00	\$50.00
\$52.50	\$1,575.00	\$105.00	\$52.50
\$55.00	\$1,650.00	\$110.00	\$55.00
\$57.50	\$1,725.00	\$115.00	\$57.50
\$60.00	\$1,800.00	\$120.00	\$60.00
\$62.50	\$1,875.00	\$125.00	\$62.50
\$65.00	\$1,950.00	\$130.00	\$65.00
\$67.50	\$2,025.00	\$135.00	\$67.50
\$70.00	\$2,100.00	\$140.00	\$70.00
\$72.50	\$2,175.00	\$145.00	\$72.50
\$75.00	\$2,250.00	\$150.00	\$75.00

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## **APPEALS**

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### **Right to File an Appeal of a Denied Claim**

If you apply for and are denied Plan benefits, or believe you did not receive the full amount of benefits to which you are entitled, you have the right to appeal the matter to Triada. You must file your written appeal no later than 60 days following receipt of the adverse decision from Triada. The appeal will be conducted by Triada. No other appeals are permitted. Triada, and not the Board of Trustees of the CCPOA Benefit Trust Fund, has the sole and complete discretion for determining benefits and paying all benefits.

### **Appeal Procedures.**

(a) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits. Triada will review such comments, documents, records and other information regardless of whether such information was submitted or considered in the initial benefit determination.

### **Decision on Appeal.**

Following its review, Triada will issue a written notice within a reasonable period of time, but not later than 60 days after receipt of its receipt of your request for review by the plan, unless it determines that special circumstances require an extension of time for processing the appeal. If Triada determines that an extension of time for processing is required, written notice of the extension shall be furnished to you prior to the termination of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which Triada expects to render the determination on review. 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 Plan provisions on which the denial is based. The written decision will also include:

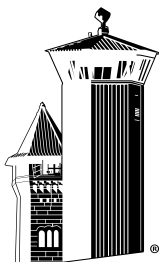
A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim for benefits.

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



**We've Got You Covered.**  
**1-800-In-Unit-6**

**1-800-468-6486**



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

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

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