

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

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Certificate of Coverage

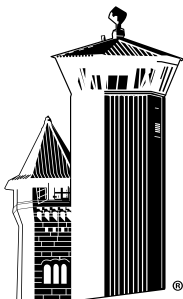
TRIADA: ACCIDENT ONLY / DISABILITY

For CCPOA Members formerly covered under
Combined Insurance's Accident Only/Disability
(DAP)

CCPOA
Benefit Trust Fund



Effective October 2020



CERTIFICATE OF COVERAGE

COVERAGE TYPE:
Accident Only Disability

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

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

CERTIFICATE TERMINATES AT AGE 75

10 DAY RIGHT TO EXAMINE CERTIFICATE

If this certificate is not satisfactory for any reason, within 10 days of the Issue Date you can return it to Triada or its agent. Any payment received 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 until the payment due date after your 75th birthday, at which time it will terminate, so long as the payment for this certificate is paid on or before the due date or within the grace period. Triada cannot change the fee for this certificate.

This certificate is issued in consideration of the statements contained in the application and 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 benefits for the plan selected on the application.

**SECTION A
TOTAL OR PARTIAL DISABILITY – ACCIDENT**

If because of injury and beginning within 90 days of the accident that caused the injury, you are continuously totally or partially disabled, Triada will pay you starting with the first day and for up to 30 days of such disability, a benefit equal to the monthly rate shown in the schedule under Section A.

No more than 30 days of benefits will be paid under this section for partial and total disability Triada per covered accident.

SECTION B CONTINUING TOTAL DISABILITY – ACCIDENT

If because of injury and beginning within 90 days of the accident that caused the injury or immediately following a period for which benefits are payable under Section A, you are continuously totally disabled, Triada will pay you for such disability, starting after 30 days of benefits have been paid under Section A and for up to a maximum of six months of total disability, a benefit equal to the monthly rate shown in the schedule under Section B.

Benefits for partial disability are not payable under this section.

SECTION C ACCIDENTAL DEATH – ACCIDENT

If you sustain an injury which within 180 days from the date of the injury is the cause of loss of your life, Triada will pay you the benefit shown in the schedule under Section C.

PAYABLE IN ADDITION TO OTHER INSURANCE

Benefits provided by this certificate are payable in addition to those provided by any other insurance certificate, workers' compensation, Social Security, or any government sponsored insurance program.

DEFINITIONS

“Partially disabled” or **“partial disability”** means the inability to perform one or more of the substantial and material duties of your business or occupation (usual activities if not employed). You must be under the care of a physician.

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

“Totally disabled” or **“total disability”** means the inability to perform all of the substantial and material duties of your business or occupation (usual activities if not employed). If you are able to perform any of the substantial and material duties of your business or occupation (usual activities if not employed), you are not totally disabled. You must be under the care of a physician.

UNIFORM PROVISIONS

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 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 received 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.

Any payments Triada accepts for a reinstatement will be applied to a period for which payments have not been paid. No payment will be applied to any period more than 60 days before the reinstatement date.

(4) NOTICE OF CLAIM: Written notice of claim must be given within 30 days after a covered loss starts or as soon

as reasonably possible. The notice can be given to Triada at its Home Office, 10713 West Sam Houston Parkway N, Suite 100 Houston, Texas 77064 or to Triada's agent. Notice should include the name of the Insured and the certificate number.

5. **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. Claim forms are available on www.triada.com.
6. **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.

7. **TIME OF PAYMENT OF CLAIMS:** After receiving 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.

8. **PAYMENT OF CLAIMS:** Benefits will be paid to the Insured. 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.
9. **PHYSICAL EXAMINATIONS:** Triada at its expense has the right to have the Insured examined as often as reasonably necessary while a claim is pending.
10. **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.

11. **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.
12. **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.

GENERAL PROVISIONS

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 in consideration of the first payment received 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.

APPEALS

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).

SCHEDULE OF BENEFITS

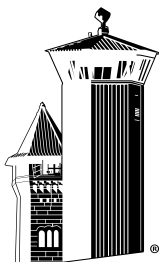
- 1 **Accident Only Coverage.** Policies of this category are designed to provide the person insured with coverage for losses resulting from a covered accident ONLY, subject to any limitations set forth in the certificate. Coverage is not provided for any loss due to sickness. Coverage is not provided for basic hospital, basic medical-surgical or major-medical expenses.
- 2 **Description of Benefits.** This is an Accident Only Certificate and Does Not Pay Benefits for Loss From Sickness.
- 3 **Exceptions.** No benefits are provided for loss resulting from sickness.
- 4 **Renewability.** You have the right to renew the certificate until you reach age 75. Triada cannot change the fee schedule.

Plan	Plan I	Plan II	Plan III
Section A Total or Partial Disability Monthly Rate	\$100	\$200	\$300
Section B Continuing Total Disability Monthly Rate	\$250	\$500	\$750
Section C Accidental Death Benefit	\$2,500	\$5,000	\$7,500

Plan	Plan I	Plan II	Plan III
Section A. Total or Partial Disability. Total or partial disability must begin within 90 days of the injury. Benefit paid from the first day and for up to 30 days of such disability.	Up to \$100 for each accident	Up to \$200 for each accident	Up to \$300 for each accident
Section B. Continuing Total Disability. Total disability must begin within 90 days of the injury or immediately following a period for which benefits are payable under Section A. Benefits paid starting after 30 days of benefits have been paid under Section A and continue for up to 6 months.	\$250 per month	\$500 per month	\$750 per month
Section C. Accidental Death. For loss of your life within 180 days from the date of injury.	\$2,500	\$5,000	\$7,500

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