# ACCIDENT CHAMPION Certificate of Coverage

VIT

Accident coverage that pays directly to CCPOA Members







Effective February 2024



# **CERTIFICATE OF COVERAGE**

**COVERAGE TYPE:** ACCIDENT CHAMPION

**PLAN ADMINISTRATOR** Vault Administrative Services

> Plan Updated: October, 2020

Vault Administrative Services - Certificate of Coverage

# TABLE OF CONTENTS

BENEFITS	7
DEFINITIONS	17
EXCLUSIONS	22
ELIGIBILITY, EFFECTIVE DATE, AND	
TERMINATION OF COVERAGE	23
CLAIM PROVISIONS	25
GENERAL PROVISIONS	27
SICKNESS - HOSPITAL CONFINEMENT BENEFIT RIDER	
TO CERTIFICATE FOR ACCIDENT INSURANCE -	
PREMIER PLAN ONLY	30
APPEALS	32

Vault Administrative Services - Certificate of Coverage

# **BENEFITS**

Refer to the Schedule of Benefits for benefit amounts and Maximum Benefit Periods. If the amount shown for a benefit is zero, such benefit is not covered under this Certificate. All covered benefits are paid only once per Covered Person per Covered Accident unless otherwise noted. Capitalized terms are defined in the Definitions section of this Certificate.

## HOSPITAL CARE

**Hospital Admission:** The per admission benefit amount shown on the Certificate Schedule if an Insured is Confined to a Hospital as the result of injuries received in a Covered Accident. The Insured must be Confined within six months after the Covered Accident. We will not pay this benefit for:

- 1. Emergency Room treatment.
- 2. outpatient treatment, or
- 3. a stay of less than 20 hours in an Observation Unit.

If an insured is Confined to a Hospital and is placed in a Hospital Intensive Care Unit within the first 24 hours of admission as the result of injuries received in a Covered Accident, the benefit amount for Hospital Admission will be double the amount shown on the Benefit Schedule for Hospital Admission.

We will pay this amount once per Covered Accident.

- 4. **Hospital Confinement:** The per day benefit amount shown on the Benefit Schedule for up to 365 days per Covered Accident if an Insured is Confined in a Hospital or a Hospital Sub-Acute Intensive Care Unit as the result of injuries received in a Covered Accident. The Insured must become Confined in a Hospital or a Hospital Sub-Acute Intensive Care Unit within six months after the Covered Accident. We will pay benefits for only one Hospital Confinement at a time even if it is caused by more than one Covered Accident. We will not pay this benefit for:
- 1. Emergency Room Treatment.
- 2. outpatient treatment, or
- 3. a stay of less than 20 hours in an Observation Unit.

We will not pay the Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit concurrently.

Hospital Intensive Care Unit Confinement: The per day benefit amount shown on the Benefit Schedule for up to 30 days per Covered Accident if an Insured is Confined to a Hospital Intensive Care Unit as the result of injuries received in a Covered Accident. The Confinement in a Hospital Intensive Care Unit must begin within 30 days after the Covered Accident.

If an Insured is Confined to a hospital intensive care unit that does not meet the definition in this Certificate of a Hospital Intensive Care Unit, we will pay the Hospital Confinement benefit. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently. If any Insured is Confined in a Hospital Intensive Care Unit for more than 30 days, the Hospital Confinement benefit will begin on the 31st day. The total amount payable per Covered Accident will not exceed 365 days for Hospital Confinement and 30 days for Hospital Intensive Care Unit Confinement.

**Lodging:** The per night benefit amount shown on the Benefit Schedule for one motel/hotel room for a companion to accompany an Insured for up to 30 days per Covered Accident. We will pay this benefit if an Insured is Confined in a Hospital as the result of a Covered Accident. This benefit is payable only for motel/hotel stays during the period of time an Insured is Confined to the Hospital and receiving the Hospital Confinement benefit. In order for this benefit to be payable, the h hospital must be more than 100 miles round trip from the residence of the Insured.

**Rehabilitation Unit:** The per day benefit amount shown on the Benefit Schedule if an Insured is confined in a Rehabilitation Unit for physical, occupational or speech therapy treatment of injuries received as the result of a Covered Accident. The rehabilitation unit confinement must be preceded by confinement in a hospital. This benefit is limited to a maximum of 30 days per Insured per Covered Accident. The Rehabilitation Unit benefit will not be paid if the Hospital Confinement benefit is paid for the same day; only the highest eligible benefit will be paid.

**Transportation:** The per round trip benefit amount shown on the Benefit Schedule if an Insured must travel more than 100 miles round trip to receive special treatment and Confinement in a Hospital for injuries received as the result of a Covered Accident. Treatment must be prescribed by a Physician and not available locally. This benefit is payable for up to three round trips per Covered Accident. This benefit is not payable for transportation by ambulance or air ambulance.

#### EMERGENCY CARE

Ambulance - Air: The benefit amount shown on the Benefit Schedule if a licensed professional air ambulance company transports an Insured to or from a Hospital or between medical facilities by air, where treatment for injuries is received as the result of a Covered Accident. The air ambulance transportation must be within 48 hours after the Covered Accident. We will pay this amount once per Covered Accident.

**Ambulance - Ground:** The benefit amount shown on the Benefit Schedule if a licensed professional ambulance company transports an Insured to or from a Hospital or between medical facilities by ground transportation, where treatment for injuries is received as the result of a Covered Accident. The ambulance transportation must be within 90 days after the Covered Accident. We will pay this amount once per Covered Accident.

**Appliance:** The benefit amount shown on the Benefit Schedule for Physician-prescribed use of a medical appliance as an aid in personal locomotion or mobility as the result of a Covered Accident. Crutches and wheelchairs are examples of medical appliances. The use of an appliance must begin within 90 days after the Covered Accident. We will pay this amount once per Covered Accident.

**Blood/Plasma/Platelets:** The benefit amount shown on the Benefit Schedule if an Insured requires the transfusion, administration, cross-matching, typing and processing of blood, blood plasma and platelets as the result of a Covered Accident. The blood, blood plasma and platelets must be administered within 90 days after the Covered Accident. We will pay this amount once per Covered Accident.

**Outpatient Surgery Facility Service:** The benefit amount shown on the Benefit Schedule if an Insured has one of the surgeries listed below on an outpatient basis at a surgical center for treatment of a Covered Accident:

- 1. Torn Knee Cartilage.
- 2. Ruptured Disc; or
- 3. Tendon/Ligament Rotator Cuff.

This does not cover surgery received in an Emergency Room or while confined in a Hospital. We will pay this amount only once per Covered Accident.

**Physician Office/Urgent Care - Initial Visit:** The benefit amount shown on the Benefit Schedule if an Insured receives initial treatment and/or advice by a Physician in a physician's office or Urgent Care Facility for injuries as the result of a Covered Accident. The treatment must be within 60 days of the Covered Accident and the services provided must be the result of a Covered Accident and not for routine examinations or preventive testing.

We will pay this amount once per Covered Accident. This benefit is not payable if the Emergency Room Treatment benefit is paid for the same Covered Accident.

**Surgery - Abdominal or Thoracic:** The benefit amount shown on the Benefit Schedule if an Insured undergoes open abdominal or thoracic surgery within 72 hours of a Covered Accident. The surgery may be exploratory or to repair internal injuries received as a result of a Covered Accident. We will pay this amount once per Covered Accident.

**Surgery - Hernia:** The benefit amount shown on the Benefit Schedule if an Insured undergoes surgery for a hernia which is diagnosed within 30 days of the Covered Accident. The hernia must be a result of the Covered Accident and surgery must be performed within 90 days of the Covered Accident. We will pay this amount once per Covered Accident.

# EMERGENCY ROOM

**Emergency Room Treatment:** The benefit amount shown on the Benefit Schedule if as the result of a Covered Accident, the Insured requires examination and treatment by a Physician in a Hospital Emergency Room within 72 hours after a Covered Accident. We will pay this amount once per Covered Accident.

# DIAGNOSTIC IMAGING

Medical Imaging: The benefit amount shown on the Benefit Schedule if an Insured receives one of the following exams for injuries received as the result of a Covered Accident:

- 1. CT (computerized tomography) scan.
- 2. MRI (magnetic resonance imaging); or
- 3. EEG (electroencephalogram).

These exams must be performed in a Hospital or a Physician's office. We will not pay the Concussion benefit if the Medical Imaging benefit is paid for the same Covered Accident. We will pay this amount once per Covered Accident.

**X-Rays:** The benefit amount shown on the Benefit Schedule if an Insured requires an X-ray for diagnosis and treatment of injuries received as the result of a Covered Accident. We will pay this amount once per Covered Accident.

#### CONTINUING CARE

**Epidural Pain Management:** The benefit amount shown on the Benefit Schedule if an Insured receives epidural injections for pain within 6 months after the Covered Accident. We will pay this amount only once per a 12-month period per Insured, regardless of the number of Covered Accidents.

**Physician Follow-Up Care:** The benefit amount shown on the Benefit Schedule if an Insured receives follow-up care that is recommended or advised by a Physician for injuries received as the result of a Covered Accident. We will pay for up to two follow-up care visits per Covered Accident.

Follow-up treatment must:

- 1. be within 180 days of the Covered Accident.
- occur after initial treatment in a Physician's office or Emergency Room; and
- 3. not be for routine examinations or preventive testing.

**Spinal Manipulation:** The benefit amount shown on the Benefit Schedule if an Insured is treated by a Physician or Chiropractor and receives spinal manipulation treatment as the result of a Covered Accident. This benefit is payable for 1 visit per day, up to a maximum of 5 visits per 12-month period, per Insured, regardless of the number of Covered Accidents. This benefit is only payable for visits within 6 months of the Covered Accident.

**Therapy Services:** The benefit amount shown on the Benefit Schedule for each day an Insured receives Occupational, Speech or Physical therapy as the result of a Covered Accident. We will pay up to a maximum of 10 visits per Covered Accident. The therapy must be completed within 2 years after the Covered Accident and while coverage under the Certificate is in force. All services must be prescribed by a Physician and rendered by an Occupational, Speech or Physical Therapist and performed in an office or on an outpatient basis. This benefit is not payable for the same visit that the Physician Follow-Up Care benefit is paid.

# SPECIFIC LOSS

**Burns:** The benefit amount shown on the Benefit Schedule if an Insured sustains burns as the result of a Covered Accident which are treated by a Physician within 72 hours after the Covered Accident. We will pay only one benefit amount per Covered Accident.

**Concussion:** The benefit amount shown on the Benefit Schedule if an Insured sustains a concussion as the result of a Covered Accident. Diagnosis by a Physician must occur within 72 hours from the sale of the Covered Accident using any type of medical imaging procedure such as an X-ray, CT (computerized tomography) · scan and/or MRI (magnetic resonance imaging). We will pay this amount once per Covered Accident. We will not pay the Concussion benefit if the Medical Imaging benefit is paid for the same Covered Accident.

**Dental Work - Emergency:** The benefit amount shown on the Benefit Schedule for dental work required by any Insured as the result of injuries received in a Covered Accident. We will pay this amount once per Covered Accident, regardless of the number of teeth involved.

**Eye Injury:** The benefit amount shown on the Benefit Schedule if an Insured sustains an eye Injury as the result of a Covered Accident. The Eye Injury must require surgery or the removal of a foreign object by a Physician within 90 days after the Covered Accident. We will pay this amount once per Covered Accident. An examination with anesthesia will not be considered surgery.

**Gunshot Wound:** The benefit amount shown on the Benefit Schedule if an Insured sustains a gunshot wound, receives treatment in a Hospital or by a Physician and the injury is the result of a Covered Accident. The gunshot wound must be from a conventional firearm which fires a bullet by gun powder or compressed gas. We will pay this amount only once per Covered Accident. If the gunshot wound results in the death of the Insured and the Accidental Death benefit is paid, this benefit is not payable.

**Laceration:** The benefit amount shown on the Benefit Schedule if an Insured sustains a laceration as the result of a Covered Accident. The laceration must be repaired by a Physician within 72 hours after the Covered Accident. The amount We will pay will be based on the total length of all lacerations received in any one Covered Accident which require repair. If the laceration is severe enough to require stitches but the Physician chooses to repair ii in another way, we will pay ii as a laceration repaired with stitches.

If an Insured sustains a laceration on a finger, toe, hand, foot, or eye and later loses that finger, toe, hand, foot or eye as the result of the same Covered Accident, We will subtract the amount We paid under the Laceration benefit from the Loss of Finger, Toe, Hand, Fool or Sight of an Eye benefit.

**Organized Sports:** We will pay an additional 25% of the total benefit paid for the Covered Accident, not to exceed the Maximum for this benefit shown on the Benefit Schedule, if the Insured's

Covered Accident was the result of injuries sustained while participating in a non-professional Organized Sport. This benefit is payable only once per 12-month period per Insured regardless of the number of Covered Accidents.

**Prosthetic Device/Artificial Limb:** The benefit amount shown on the Benefit Schedule for a Physician-prescribed prosthetic device/artificial limb for functional use when an Insured loses a hand, fool or sight of an eye due to a Covered Accident. The prosthetic device/artificial limb must be received within one year of the Covered Accident. We will pay this amount once per Covered Accident. We will not pay this benefit for:

- 1. hearing aids.
- 2. dental aids, including false teeth.
- 3. eyeglasses.
- 4. cosmetic prosthesis such as hair wigs; or
- 5. joint replacement such as an artificial hip or knee.

**Ruptured Disc:** The benefit amount shown on the Benefit Schedule if an Insured sustains a ruptured disc in his spine as the result of a Covered Accident. In order for this benefit lo be payable, all of the following must occur:

- 1. it must be treated by a Physician within 60 days after the Covered Accident: and
- 2. it must be repaired through surgery by a Physician within one year after the Covered Accident.

We will pay this amount once per Covered Accident.

**Skin Grafts:** We will pay 25% of the applicable Burn benefit if an Insured receives a skin graft for a burn for which a benefit was paid under the Burn benefit of this Benefit. We will pay this amount once per Covered Accident.

**Tendon/Ligament/Rotator Cuff:** The benefit amount shown on the Benefit Schedule if an Insured sustains an injured tendon/ligament rotator cuff as the result of a Covered Accident. It must be torn, ruptured or severed. It must be repaired through surgery by a Physician within 1 year after the Covered Accident.

If an Insured sustains a fracture or a dislocation and tears, ruptures or severs a tendon/ligament rotator cuff in the same Covered Accident, we will pay only one benefit. We will pay the larger of either the Tendon/Ligament Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit. **Torn Knee Cartilage:** The benefit amount shown on the Benefit Schedule if an Insured sustains a torn knee cartilage (meniscus) as the result of a Covered Accident. In order for this benefit to be payable, all of the following must occur:

- 1. it must be treated by a Physician within 60 days after the Covered Accident: and
- 2. it must be repaired through surgery by a Physician within 1 year after the Covered Accident.

If exploratory arthroscopic surgery is performed and no repair is done, or if the cartilage is shaved (debridement), We will pay the Exploratory surgery amount shown on the Benefit Schedule.

# MAJOR INJURY

Accidental Death: The benefit amount shown on the Benefit Schedule if an Insured sustains an Injury and dies as a result of, and within 90 days of, a Covered Accident.

Accidental Death - Common Carrier: The benefit amount shown on the Benefit Schedule if an Insured sustains an Injury while a fare paying passenger on a Common Carrier and dies as a result of, and within 90 days of, a Covered Accident. If We pay this benefit, we will not pay the Accidental Death benefit.

**Catastrophic Accident:** The benefit amount shown on the Benefit Schedule if an Insured:

- 1. sustains a Catastrophic Loss as the result of a Covered Accident.
- 2. is under the regular care of a Physician during the elimination period.
- remains alive at the end of the Elimination Period. Elimination Period means the period of 365 days after the date of a Covered Accident: and
- coverage remains in force at the end of the Elimination Period.

This benefit is payable at the end of the Elimination Period. The Catastrophic Accident benefit will be payable once per lifetime for any Insured. This benefit reduces by 50% at age 70.

**Coma:** The benefit amount shown on the Benefit Schedule if an Insured, as a result of a Covered Accident, is in a state of unconsciousness for 30 consecutive days with no reaction to external stimuli, no reaction to internal needs and is on life support systems. The diagnosis of coma must indicate that permanent neurological deficit is present. We will pay this amount once per Covered Accident.

**Dismemberment:** The benefit amount shown on the Benefit Schedule for an Insured for loss received as the result of a Covered Accident and which occurs within 90 days after the Covered Accident.

"Loss of a hand" means that the hand is cut off through or above the wrist joint or the use of the hand is permanently lost. "Loss of a foot" means that the foot is cut off through or above the ankle joint or the use of the foot is permanently lost. "Loss of a finger'' means that the finger is cut off at the joint proximate to the first interphalangeal joint where it is attached to the hand. "Loss of a toe" means that the toe is cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot. "Loss of sight of an eye" means that at least 80% of vision is permanently lost.

If an Insured loses a finger or toe and later loses a hand or foot within 90 days on the same side of the body as the result of the same Covered Accident, We will subtract the amount We paid for that loss of a finger or toe from the benefit We paid for the loss of a hand or foot.

Only the highest single benefit will be payable per Covered Accident. Benefits will be paid only once per Covered Accident. If death and Loss of Finger, Toe, Hand, Foot or Sight of an Eye result from the same Covered Accident, only the Accidental Death benefit will be paid.

# FRACTURES & DISLOCATIONS

**Dislocation (Separated Joint):** The benefit amount shown on the Benefit Schedule if an Insured sustains a dislocation as the result of a Covered Accident. A dislocation is a completely separated joint. In order for this benefit to be payable for the joint involved, all of the following must occur:

- it must be diagnosed as a dislocation by a Physician within 90 days after the Covered Accident.
- 2. the dislocation must require correction with anesthesia by a Physician; and
- it can be corrected by open (surgical) or closed (nonsurgical) reduction.

If an Insured sustains more than one dislocation in a Covered Accident, and requires open or closed reduction, we will pay for all dislocations. However, we will pay no more than two times the amount for the joint involved which has the highest benefit amount.

#### Vault Administrative Services - Certificate of Coverage

If the dislocation requires reduction without anesthesia by a Physician, we will pay 25% of the amount listed for a closed reduction of the joint involved. If a Physician diagnoses the dislocation as an incomplete dislocation, we will pay 25% of the amount listed for a closed reduction of the joint involved. An incomplete dislocation is a dislocation in which the joint is not completely separated.

If an Insured sustains a fracture and a dislocation in the same Covered Accident, we will pay for both. However, we will pay no more than two times the amount for the bone or joint involved which has the highest benefit amount. If an Insured sustains a fracture or a dislocation and tears, ruptures or severs a tendon/ligament/rotator cuff in the same Covered Accident, we will pay only one benefit. We will pay the larger of the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit. We will pay this benefit only for the first dislocation of a joint after the Certificate Effective Date. Subsequent dislocations of the same joint after the Certificate Effective Date will not be covered.

**Fracture (Broken Bone):** The benefit amount shown on the Benefit Schedule if an Insured sustains a fracture as the result of a Covered Accident. A fracture is a break in a bone which can be seen by X-ray. In order for this benefit to be payable for the bone involved, all of the following must occur:

- 1. it must be diagnosed as a fracture by a Physician within 90 days after the Covered Accident: and
- 2. the fracture must require open (surgical) or closed (nonsurgical) reduction by a Physician.

If an Insured sustains more than one fracture in a Covered Accident, and requires open or closed reduction, we will pay for all fractures. However, we will pay no more than two times the amount for the bone involved which has the highest benefit amount. If a Physician diagnoses the fracture as a chip fracture, we will pay 25% of the amount listed for the closed reduction for the bone involved. A chip fracture is a fracture in which a piece of the bone is broken off near a joint at a place where a ligament is usually attached.

If an Insured sustains a fracture and a dislocation in the same Covered Accident, we will pay for both. However, we will pay no more than two times the amount for the bone or joint involved which has the highest benefit amount. If an Insured receives a fracture or a dislocation and tears, ruptures or severs a tendon/ligament/rotator cuff in the same Covered Accident, we will pay only one benefit. We will pay the larger of either the Tendon/Ligament/Rotator Cuff benefit, the Fracture benefit or the Dislocation benefit.

# DEFINITIONS

Actively at Work: to be considered "Actively at Work", the Employee or Member must perform Full-time Work for a normal workday doing the regular duties of his/her employment at the regular place of business or at a location to which he/she may be required to travel to perform the regular duties of his/her employment.

**Calendar Year:** means the period of time that begins on January 1 and ends on December 31, of the same year.

**Catastrophic Loss:** means an Injury that within 365 days of the Covered Accident results in total and irrecoverable: (a) loss of both hands or both feet; (b) loss or loss of use of both arms or both legs; (c) loss of one hand or one foot; (d) loss or loss of use of one arm or one leg; (e) loss of the sight of both eyes; (f) loss of the hearing in both ears; or (g) loss of the ability to speak.

The "loss of use of an arm" means the loss of function of the entire arm from the shoulder to the hand. The "loss of use of a leg" means the loss of function of the entire leg from the hip to the foot. The "loss of sight" means both eyes are totally blind and that no sight can be restored. The "loss of hearing" means deafness in both ears, such that ii cannot be corrected lo any functional degree by any procedure, aid or device. The "loss of the ability to speak" means loss of audible communication, such that it cannot be corrected lo any functional degree by any procedure, aid or device.

**Certificate holder:** means an eligible Employee or Member who (a) applies for this coverage; (b) is issued a Certificate; and (c) for which payments are received.

**Certificate Application Date:** means the dale the Certificate holder signed the enrollment form for this coverage. Coverage is contingent upon issuance of the Certificate and the receiving payment.

**Certificate Schedule:** means the page included with each Certificate We issue which lists coverage information applicable to each Insured. Each Certificate holder will receive a Certificate which lists the coverage he/she has been issued. **Certificate Effective Date:** means the dale on which this coverage shall begin for each Certificate holder. Coverage begins at 11:59 P.M. on the Enrollment Dale provided We have approved the coverage applied for and have received the necessary payment s.

**Child/Children:** means all of the Certificate holder's children who are less than 26 years of age who are the Certificate holder's biological children, stepchildren, adopted children, foster children or any child or grandchild for whom he or she is required by a court or administrative order to provide health coverage. However, if any Child is incapable of self-sustaining employment due to mental incapacity or physical handicap and is dependent on a parent(s) for support, such age of 26 shall not apply. Proof of such incapacity and dependency must be furnished lo the Company within 31 days following such 26th birthday.

**Common Carrier:** means commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Taxis and privately chartered planes, boats and vehicles are not Common Carriers.

**Confined or Confinement:** means the assignment lo a bed as a resident inpatient in a Hospital or Confinement in an Observation Unit within a Hospital for a period of no less than 20 continuous hours. Confinement must be on the advice of a Physician.

**Controlled Substance:** means a drug classified as such by the Drug Enforcement Administration of the U.S. Department of Justice.

**Covered Accident:** means an unforeseen and reasonably unforeseeable occurrence resulting in Injury which: (a) occurs on or after the Certificate Effective Date for each Insured; (b) occurs while the Certificate is in force; and (c) is not excluded by name or specific description. For benefits lo be payable, the Certificate must be in force on the Date of Loss.

**Date of Loss:** means the date on which the treatment or service is provided. For Accidental Death, it is the date of death. For Catastrophic Accident, it is the 365th day following the date of the Covered Accident.

**Emergency Room:** means a specified area within a Hospital that is designated for the emergency care of accidental injuries. This area must: (a) be staffed and equipped to handle trauma; (b) be supervised and provide treatment by Physicians; and (c) provide care 7 days per week, 24 hours per day. An Urgent Care Facility is not considered an Emergency Room. **Member:** means an individual who meets the eligibility requirements to apply for this coverage.

**Enrollment Date:** means the date the Certificate holder signed the enrollment form and indicated the specific coverage and Rider(s) for which he/she is applying. Coverage is contingent upon issuance of the Certificate and the payment being received.

Full-time Work: means the Member is spending at least 20 hours per week performing his/her occupational duties.

**Hospital:** means a primary care Hospital operated pursuant to law. The Hospital has organized facilities to provide first level treatment of sick and injured persons on an inpatient basis for which a charge is made. Organized facilities include emergency services, admissions services, clinical laboratory, diagnostic X-ray and an operating room.

Treatment facilities for emergency, medical and surgical services must be provided within the Hospital. The Hospital must provide 24-hour nursing services by or under the supervision of an R.N. (graduate registered nurse) and be supervised by a staff of one or more Physicians. The Hospital also maintains on its premises the patient's written history and medical records.

Not included is a Hospital or institution or part of such Hospital or institution which is licensed or used principally as: (a) a hospice unit (including any beds designated as a hospice bed); (b) a swing bed; (c) a convalescent home; (d) a rest or nursing facility; (e) a skilled nursing facility; (f) a psychiatric unit; (g) a rehabilitation unit or facility; or (h) a facility primarily affording custodial care, educational care or care or treatment for persons suffering from mental diseases or disorders, or care for the aged, drug addicts or alcoholics.

**Hospital Intensive Care Unit:** means a place which: (a) is a specifically designated area of the Hospital called an intensive care unit that provides the highest level of medical care and is restricted to patients who are critically ill or injured and who require intensive comprehensive observation and care; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; (d) is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the intensive care unit on a 24 hour basis; and (e) has a Physician assigned to the intensive care unit on a full-time basis.

A Hospital Intensive Care Unit is not any of the following step down units: (a) a progressive care unit; (b) an intermediate care unit; (c) a private monitored room; (d) sub-acute intensive care unit; (e) an Observation Unit; or (f) any facility not meeting the definition of a Hospital Intensive Care Unit as defined in this Certificate.

**Hospital Sub-Acute Intensive Care Unit:** means a place which: (a) is a specifically designated area of the hospital that provides a level of medical care below intensive care, but above a regular private or semi-private room or ward; (b) is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement; (c) is permanently equipped with special lifesaving equipment for the care of the critically ill or injured; and (d) is under constant and continuous observation by a specially trained nursing staff.

A Hospital Sub-Acute Intensive Care Unit may be referred to by other names such as progressive care, intermediate care, or a stepdown unit, but it is not a regular private or semi-private room, or ward with or without monitoring equipment.

**Immediate Family:** means the spouse, father, mother, sons, daughters, brothers or sisters of an Insured.

**Injury:** means bodily harm caused by external force and unexpected means and not contributed to by any other cause. All injuries sustained in any one accident and all complications and re-occurrences of complications are considered to be a single Injury.

**Insured(s):** means eligible Employees or Members who apply for and are issued a Certificate of coverage and for which payments are made. Coverage for a Spouse, if applied for and issued, will be included in an attached Rider. Coverage for Children, if applied for and issued, will be included in an attached Rider. Rider coverage is shown on the Certificate Page.

**Mental or Nervous Disorder:** means all conditions classified as mental disorders by the International Classification of Diseases including, but not limited to, psychoses, neurotic disorders, personality disorders, non-psychotic mental disorders or mental retardation whether organic or non-organic, whether of biological, non-biological, chemical or non- chemical origin and irrespective of cause, basis or inducement.

**Observation Unit:** means a specified area within a Hospital, apart from the Emergency Room, where a patient can be monitored following outpatient surgery or treatment in the Emergency Room by a Physician and which: (a) is under the direct supervision of a Physician or registered nurse; (b) is staffed by nurses assigned specifically to that unit; and (c) provides care seven days per week, 24 hours per day.

**Organized Sport:** means a competition or organized practice for competition at the amateur level. The competition must be governed by a set of written rules, be officiated by someone certified to act in that capacity and overseen by a legal entity such as a public-school system or amateur sports league. The legal entity must have a set of by-laws and competition must be on a regulation playing surface. Organized Sport does not include professional sports and excludes sports for which the Insured is eligible to receive financial compensation for participation or performance.

**Physician:** means a Doctor of Medicine or an osteopath who is duly licensed by the state medical board. Such person must not be the Insured or an insured's Immediate Family and must be providing services within the scope of his or her license. Physician does not include practitioners of homeopathic, naturopathic, and related medicines.

**Benefit Schedule:** means the page labeled as Benefit Schedule included with this Certificate which outlines coverage information which is available to eligible Employees or Members.

**Certificate holder:** means the entity to which this Certificate is being made available.

**Rehabilitation Unit:** means a designated area of a hospital or a free-standing facility which is not part of a hospital which provides physical, occupational or speech therapy on a short-term basis.

**Rider Effective Date:** means the date on which coverage under any applicable Riders shall begin. The coverage applied for begins at 11:59 P.M. on the date the enrollment form is signed by the Certificate holder requesting Rider coverage, provided the Company has approved the issuance of the Rider and has received the required payment s.

**Sickness:** means any illness, infection, disease or any other abnormal physical condition which is not caused by an Injury.

**Spouse:** means the person recognized as the Insured's spouse under the laws of the state in which the Insured resides.

**Urgent Care Facility:** means a free-standing facility, which is not part of a Hospital, or Hospital Emergency Room, which provides care on an urgent basis.

We, Our or Us: means Vault Administrative Services Assurance.

# **EXCLUSIONS**

We will not pay benefits for losses that are caused or contributed to by, or are the result of:

practicing for or participating in any semi-professional or professional competitive athletic contests for which any type of compensation or remuneration is received.

any sickness or declining process caused by a sickness, including physical or mental infirmity. We also will not pay benefits to diagnose or treat the sickness. Sickness means any illness, infection, disease or any other abnormal physical condition which is not caused by any Injury. This exclusion does not apply to the Sickness Hospital Confinement Rider or the Health Screening Benefit Rider.

- intentionally self-inflicted Injury, suicide or attempted suicide, while sane or insane.
- war declared or undeclared or military conflicts, participation in an insurrection or riot, civil commotion or state of belligerence.
- active service in any of the armed forces, or unit's auxiliary thereto, including the National Guard or any Military Reserve.
- repetitive stress or motion disorders caused by overuse or degenerative changes.
- driving any taxi, limousine, bus or personal vehicle of any kind when used to transport fare-paying passengers.
- mental or nervous disorders.
- alcoholism or drug addiction.
- ingestion or use of any substance or drug unless taken as prescribed by a Physician. This does not apply to accidental ingestion of substances by Children under the age of 5.
- being under the influence of alcohol. Being under the influence of alcohol, for purposes of the Certificate, means a blood alcohol level of 0.08 or more.

- while incarcerated or detained in a penal institution of any kind, including house arrest and/or work furlough.
- the commission of or an attempt to commit a felony or any loss to which a contributing cause was being engaged in an illegal occupation.

# ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION OF COVERAGE

# ELIGIBILITY

An Employee or Member is eligible to enroll in this Certificate provided that the individual is:

- a Member of the Certificate Holder.
- Actively at Work on a Full-time Work basis; and
- included in the class of Members eligible for coverage as shown on the Application and defined in Section 9 Occupational Classification.

## EFFECTIVE DATE

The Effective Date of this Certificate is shown on the front page of this Certificate.

The Certificate Effective Date for a Certificate holder is as follows:

- A Certificate holder's insurance will be effective on the date shown on the Certificate Schedule provided the Certificate holder is then Actively at Work. Coverage starts at 11:59 P.M. Standard Time where the Certificate holder lives.
- 2. If a Certificate holder is not Actively at Work on the date coverage would otherwise become effective, the Effective Date of this coverage will be the date on which such Certificate holder is first thereafter Actively at Work.

The Certificate Effective Date for a Spouse and/or Children coverage is the date shown on the Certificate Schedule subject to the following:

- The date the Certificate holder's insurance is effective for a Spouse and/or Children who are eligible on that date, for whom coverage is applied for and payment received and who is not hospital confined. Coverage starts at 11:59P.M. Standard Time where the Certificate holder lives.
- 2. On the day a Spouse and/or Child is no longer hospital confined if the Spouse and/or Children were otherwise eligible for coverage on the date the Certificate holder's insurance became effective, for whom coverage was

applied for and payment received for the Spouse and/or Children. Coverage starts at 11:59 P.M. Standard Time where the Certificate holder lives.

- 3. For a Spouse and/or Children eligible on or first acquired after the Certificate holder's Effective Date, the Effective Date will be the date We assign after approving the enrollment form for such coverage. If approved, coverage starts at 11:59 P.M. Standard Time where the Certificate holder lives.
- 4. Coverage for Spouse and/or Children when applied for and issued will be reflected in Riders attached to the Certificate.
- 5. Children who are born or placed for adoption with the Certificate holder after this coverage has been issued are covered for 31 days from the moment of live birth or date of placement. If the Certificate holder does not have Children coverage at the time of birth or placement, the Certificate holder must notify Us within these 31 days. Additional payment received will apply. If the Certificate holder already has Children coverage, there is no additional notification required and there is no additional rate charge.

# TERMINATION OF THE CERTIFICATE

The Certificate will cease if the payment is not paid before the end of the grace period.

After the end of the first Certificate Year, we have the right to cancel the Certificate on the day prior to the date any payment is due by giving 31 days written notice. The Certificate will terminate when the number of participating Certificate holders is less than the number mutually agreed upon by the Certificate holder and the Company in writing.

In these events, this certificate and all benefit issued hereunder will terminate on such date at 12:01 A.M. Standard Time at the Certificate holder's address. This will be without prejudice to the rights of any Insured as respects any claim arising during the period the certificate is in force. The Certificate Holder has the sole responsibility to notify insured of such termination.

# TERMINATION OF A CERTIFICATEHOLDER'S INSURANCE

A Certificate holder's insurance will terminate on the earliest of:

- 1. the date the Certificate is terminated.
- 2. the 31st day after the payment due date if the required payment has not been paid; or

3. the payment due date following the date We receive the Certificate holder's written request to terminate coverage.

Insurance for an Insured Spouse under the Spouse Rider will terminate on the earliest of:

- 1. the payment due date following the date the Certificate is terminated.
- 2. the 31st day after the payment due date if the required payment has not been paid.
- 3. the payment due date following the date the Spouse ceases to meet the definition of Spouse as defined in this Certificate. It is the Certificate holder's responsibility to notify Us in the event of divorce or death of the Spouse.

# **CLAIM PROVISIONS**

**Notice of Claim:** Written notice of claim must be given within sixty (60) days after a covered loss starts, or as soon as reasonably possible. The notice must be received by Us at:

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

Notice should include the name of the Certificate holder, Insured and the Certificate number. Notice given by or on behalf of the Insured to any authorized agent of the Company within this state, with particulars sufficient to identify the Certificate, is considered notice to the Company.

**Claim Forms:** When We receive a notice of claim, we will send the claimant forms for filing proof of loss. If the forms are not given within 15 days, proof of loss requirements can be met by giving Us a written statement of the nature and extent of the loss within the time limit stated in the Proof of Loss provision. Claims forms are available on www.ccpoabtf.org.

**Proof of Loss:** Written Proof of Loss must be furnished to the Company within 90 days after the Date of Loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than two years from the time proof is otherwise required.

**Proof of Loss for Catastrophic Accident:** Written proof of loss must be given to Us within 90 days after the Catastrophic Accident elimination period ends. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time. However, such proof must be furnished as soon as reasonably possible and in no event (except in the absence of legal capacity) later than two years from the time proof is otherwise required.

**Notice of Our Claim Decisions:** We will send the Certificate holder written notice of Our claim decision within 30 days after We receive due proof of loss. If there are special circumstances that require more time (such as the need to hold a hearing), We will send the Certificate holder a written notice within this timeframe that an additional 30 days is needed. If more time is still needed to make a claim determination, we will send the Certificate holder written notice during this initial 30-day extension stating the special circumstances that require an additional 30 days. The Certificate holder will have 45 days to provide any additional information requested.

If the claim is wholly or partly denied, our notice will include:

- 1. reasons for such denial.
- 2. reference to specific certificate provisions, rules or guidelines on which the denial was based.
- 3. a description of the additional information needed to support the claim.
- 4. information concerning the Insured's right to request that We review Our decision; and
- 5. a description of Our review procedures, time limits and **notice of the Insured's right to bring civil action.**

**Time of Payment of Claims:** Benefits payable under this Certificate will be paid immediately upon receipt of acceptable proof of loss, but not later than 30 days after receipt of acceptable proof of loss.

**Payment of Claims:** All benefits will be payable to the Certificate holder. Any accrued benefit unpaid at the Insured's death may be paid to their estate. Any payment made by Us in good faith will fully discharge Us and release Us from all liability to the extent of such payment.

**Review of Denied Claims:** This request must be in writing and must be received by Us no more than 180 days after the Certificate

holder receives notice of Our claim decision. As part of this review, the Certificate holder may:

Send Us written comments.

- 1. send Us written comments.
- review any non-privileged information relating to the claim; or
- 3. provide Us with other information or proof in support of the claim.

We will review the claim promptly after receiving the request. We will advise the Certificate holder of the results of Our review within 60 days after We receive the request, or within 120 days if there are special circumstances that require more time (such as the need to hold a hearing). Our decision will be in writing and will include reference to specific certificate provisions, rules or guidelines on which the decision was based, and notice of the Certificate holder's right to bring a civil action.

# **GENERAL PROVISIONS**

**Questions or Comments:** We want to hear from you. If you have any questions about this Certificate, its benefits, the filing of claims, a complaint or a compliment, please call Us at the toll free number listed (or write to Us at the address listed) on the front of this Certificate.

**Entire Contract, Changes:** This Certificate together with the application, enrollment forms, amendments, endorsements, benefit agreements, Certificates and Riders, if any, is the Entire Contract of Insurance. In the absence of fraud, statements made by the Certificate holder or by an Insured are deemed representations and not warranties. No change to this Certificate shall be valid until approved in writing by an Executive Officer of the Company. Any change must be noted on or attached hereto. No agent may change this Certificate or waive any of its Provisions. Any Rider, endorsement or application that modifies, limits or excludes coverage under this Certificate must be signed by the Certificate holder to be valid.

**Physical Examination and Autopsy:** We, at Our expense, have the right to have an Insured examined as often as reasonably necessary while a claim is pending. In the case of death, we may also have any autopsy done unless prohibited by law.

**Legal Action:** 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 3 years from the time written Proof of Loss is required to be given.

**Time Limit on Certain Defenses:** (1) After two years from an Insured's effective date of coverage, no misstatements, except fraudulent misstatements, made by the applicant on the enrollment form shall be used to void the coverage or to deny a claim for loss incurred commencing after the expiration of such two-year period. (2) No claim for loss incurred commencing after two years from an Insured's Effective Date of coverage shall be reduced or denied on the grounds that a disease or physical condition, not excluded from coverage by name or specific description, had existed prior to such Effective Date. We may only void coverage if the misstatement is made in a written instrument signed by the Insured and a copy is given to the Insured or his representative.

**Change of Beneficiary:** The Beneficiary is named on the enrollment form or later endorsement as it applies to the Accidental Death benefit. The Certificate holder is the Beneficiary for the Spouse and Children if the optional Spouse Accident Insurance Rider and Children's Accident Insurance Rider are included. The Certificate holder may change the Beneficiary by written request. This change will take effect when We receive it. A payment by Us prior to receipt of such change will fully discharge Us to the extent of such payment.

**Clerical Error:** Clerical error by the Certificate holder will not end coverage or continue terminated coverage. In the event of such clerical error, a payment adjustment will be made.

**Conformity with State Statutes:** Any provision of this Certificate which, on its Effective Date, is in conflict with the statutes of the state in which the Certificate holder resides is hereby amended to conform to the minimum requirements of such statutes.

**Overpayments:** We have the right to recover any overpayments due to fraud or any error We make in processing a claim. The Certificate holder must reimburse Us in full. We will determine the method by which the repayment is to be made. We will not recover more money than the amount We have paid.

**Unpaid Payment:** Any unpaid payment due by the Certificate holder for coverage under this Certificate may be recovered by Us by offsetting against amounts otherwise payable to the Certificate holder, Beneficiary or legal representative under this Certificate.

**Certificates:** An individual Certificate will be issued for delivery to the Certificate holder. The Certificate will describe:

- 1. the benefits under the Certificate.
- 2. to whom benefits will be paid; and
- 3. the limitations and terms of the Certificate.

If there is a conflict between the Certificate and the Certificate, the Certificate will control.

**New Entrants:** New Employees or Members of the Certificate holder and their Spouse or Children will be added to the applicable class originally eligible under the Certificate provided they apply for such coverage and meet the requirements for eligibility as stated in the Certificate.

**Examination of the Certificate:** This Certificate, together with any application in connection herewith, shall be made available for inspection at the Certificate holder's office during regular business hours.

# SICKNESS - HOSPITAL CONFINEMENT BENEFIT RIDER TO CERTIFICATE FOR ACCIDENT INSURANCE - PREMIER PLAN ONLY

This Rider is a part of the Certificate to which it is attached. We have issued this Rider to You because (1) You paid the additional rate for this Rider; and (2) We relied on the information You provided at the time of enrollment. This Rider is effective as of the Rider Effective Date. Unless amended by this Rider, Certificate definitions and other provisions and terms apply to this Rider.

## BENEFITS

We will pay the daily hospital confinement benefit shown on the Certificate Schedule for each day an Insured is Confined in a Hospital as the result of a Covered Sickness. This benefit is not payable for Covered Accidents and will not be paid concurrently with the Hospital Confinement Benefit or the Hospital Intensive Care Unit Confinement Benefit in the Certificate.

Benefits are limited to 30 days for each period of Hospital Confinement. We will pay benefits for only one Hospital Confinement at a time even if it is caused by more than one Covered Sickness. We will not pay this benefit for Emergency Room treatment, for outpatient treatment or for a stay of less than 20 hours in an Observation Unit.

If We pay this benefit for a Hospital Confinement and the Insured becomes Confined to a Hospital again within 90 days because of the same or related Covered Sickness, We will treat this Confinement as a continuation of the prior Confinement, subject to the 30 day maximum.

If more than 90 days have passed between the periods of Hospital Confinement, We will treat this Confinement as a new Confinement.

## DEFINITIONS

The terms used in this Rider are as defined in the Certificate. In addition, the following definition applies to this Rider.

Covered Sickness: means an illness, infection, disease or any other abnormal physical condition which is not caused by an Injury and:

- a occurs after the Rider Effective Date;
- b occurs while this Rider is in force;
- c is not excluded by name or specific description in this Rider.

## **EXCLUSIONS & LIMITATIONS**

The Exclusions contained in the Certificate apply to this Rider with the exception of Exclusion (2). In addition, the following Exclusions are added:

We will not pay benefits for a Hospital Confinement that is caused by or occurs as the result of an Insured's:

- 1. Injury;
- 2. treatment for dental care or dental care procedures; or
- elective procedures and/or cosmetic surgery or reconstructive surgery unless it is a result of infection, or other diseases.

We will not pay for any Hospital Confinement for a newborn child following birth unless the child has a Covered Sickness.

Pre-Existing Conditions-Limitations for Certain Conditions: The benefits of this Rider will not be payable for any pre existing conditions during the first 12 months this Rider is in force. After this 12-month period, however, We will pay benefits for any preexisting condition not specifically excluded from coverage if the covered Confinement began more than 12 months after the Rider Effective Date. This 12-month period is measured from the Rider Effective Date for each Insured. A pre-existing condition means a sickness or physical condition for which an Insured was treated, received medical advice or had taken medication within 12 months before the Rider Effective Date.

## **GENERAL PROVISIONS**

This Rider is part of the Certificate. This Rider is subject to all of the terms of the Certificate to which it is attached.

# 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 Vault Administrative Services You must file your written appeal no later than 60 days following receipt of the adverse decision from Vault Administrative Services. The appeal will be conducted by Vault Administrative Services. No other appeals are permitted. Vault Administrative Services, 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. Vault Administrative Services 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, Vault Administrative Services 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 Vault Administrative Services 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 Vault Administrative Services 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. (916) 779-6300

1-800-468-6486



# CCPOA Benefit Trust Fund

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

# www.ccpoabtf.org



2-16-1601-00 VLT-AccidentChampion.v1\_2024 Q324R01

TWO TOWERS logo is a registered trademark of CCPOA Benefit Trust Fund