

**HIGH LIMIT ACCIDENT DECLARATION OF INSURANCE**

Owner:

Certificate Number:

Address:



Contract Number:

Insured:

Premium:

ESL Tax:

Processing Fee:

Total:

Payment Mode:

Employer's Name:

Effective Date:

Occupation:

Expiry Date:

Beneficiary:

Issue Date:

Geographical Location:

Application Date:

We, Certain Underwriters at Lloyd's, in consideration of the statements made in Your application for this insurance and the timely payment of premiums, agree to insure You against the perils shown in the Schedule of Benefits, subject to the terms and provisions of this certificate, from the effective date to the expiry date. We will, subject to the terms of this certificate, pay the benefits shown in the Schedule of Benefits. This certificate is a legal contract between You and us.

Coverage under this certificate will begin on the effective date at 12:01 AM. Coverage will end on the expiry date at 12:01 AM. All times will be the Local Standard Time at Your home address stated above.

To become effective, this certificate must have been issued, the initial premium must have been paid and there must not have been any material changes in Your health, occupation or income as described on the application for this certificate.

If there have been any material changes in Your health, occupation or income since the date of signing the application for this insurance, this certificate must be immediately returned to us with a written description of such changes for our review and consideration.

We issue this certificate based upon Your occupation and duties on the effective date as described on Your application. If You change Your occupation You must give us notice of that change. Unless We agree to continue this certificate, it will end on the date of the change, unless We agree to continue this certificate after the change. We may charge an additional premium if the new occupation is considered more hazardous than the previous occupation.

We reserve the right to not pay benefits, otherwise payable, if You change Your occupation and do not obtain our agreement to insure You in Your new occupation. In the event that We refuse to agree to insure You in Your new occupation We will return any unearned premiums from the date of change on a pro-rata basis.

## SCHEDULE OF BENEFITS

**Accident Benefits Covering:**  24 Hour; or  Common Carrier; or  Air Travel Only;  
or  Other:

If as a result of the same Accident You suffer a covered loss, the total amount payable shall not exceed the largest single benefit for which You are eligible.

**Accidental Death (AD) (each person)**

Principal Sum \_\_\_\_\_

Optional Coverages:      Acts of Terrorism \_\_\_\_\_  
                                    War, declared or undeclared \_\_\_\_\_  
                                    Sudden Cardiac Arrest \_\_\_\_\_

**Accidental Death & Dismemberment (AD&D)**

(each person)

Principal Sum \_\_\_\_\_

Optional Coverages:      Acts of Terrorism \_\_\_\_\_  
                                    War, declared or undeclared \_\_\_\_\_  
                                    Sudden Cardiac Arrest \_\_\_\_\_

Forms and Endorsements that apply: , Application; Acc120105.

Executed by Coverholder Petersen International Underwriters, Lloyd's Correspondent on:

Date: \_\_\_\_\_

By:

SPECIMEN

## DEFINITIONS

### THE TERMS:

**Accident, Injury** means accidental bodily Injury sustained by the Insured which is the direct cause of loss, independent of disease or bodily infirmity.

**Accidental Death** means an accidental bodily Injury that results in death.

**Air Travel Only** means while traveling in, including boarding and alighting from, a certified passenger aircraft provided by a commercial airline and operated by a properly certified pilot.

**Beneficiary** means the person(s) or entity named on the schedule page. If no Beneficiary is named, then the Insured's estate will be recognized as the Beneficiary. If more than one person or entity is named and not specified as to a percentage or specific benefit amount for that person or entity, then the benefit will be divided equally amongst those named. All death benefits under this certificate will be paid to the Beneficiary.

**Common Carrier** means any form of transportation certified for hire to carry passengers.

**Dismemberment** means an accidental bodily Injury that results in a loss of a Member as described in Benefit Provisions.

**Elimination Period** means the number of consecutive days You are Totally Disabled before a benefit is payable. The Elimination Period begins on the first day You are attended by a Physician who determines You to be Totally Disabled.

**Insured** means the person named on the schedule page.

**Material Duties** means the duties which produce the majority of Your income within the occupation described on Your application for this insurance.

**Mental or Nervous Disorders** means any condition which includes any form of neurotic or psychotic condition or behavioral disorder due to any cause. Conditions may include, but are not limited to: psychiatric disorders, manic disorders, paranoia, schizophrenia, dementia, personality disorders, depression, anxiety, or any form of chemical imbalance affecting the brain.

**Owner** means the Insured unless an Owner other than the Insured is shown on the application. The Owner may be changed by written notice to Us at any time while the Insured is living. The Owner has all the rights and privileges under this certificate, including the right to name a Loss Payee, subject to Our prior agreement.

**Physician, Competent Medical Authority** means an individual who is qualified to perform or prescribe surgical or manipulative treatment. A Physician must be recognized (licensed and chartered) by the state or country in which he or she is practicing, cannot be a relative of the Insured and must practice within the scope of his or her license. Treatment of an Accident must be within the knowledge or expertise of the Physician.

## DEFINITIONS (Continued)

**Pre-Existing Conditions** are physical, mental or chemical conditions which arise from any Accident which was:

- 1) not disclosed on the application, and
- 2) for which You sought any medical advice or treatment prior to the effective date of this insurance or which caused symptoms for which an ordinarily prudent person would have sought medical advice.

**Principal Sum** means the lump sum benefit payable in the event of a loss that stipulates a Principal Sum amount.

**Regular Care** means direct advice or direct supervision of treatment or therapy by a Physician who is competent to advise or supervise Your disability.

**Subjective Pain** means an alleged pain for which there is no detectable cause and is not supported by medical findings, physiological abnormality, trauma or Injury, disease, or viral invasion as a cause thereof.

**Substantial Duties** means the duties that consume most of Your work time as described on Your application for this insurance.

**Sudden Cardiac Arrest** means a sudden cardiac arrest leading to death within seventy two (72) hours of the incident.

**Term of Insurance** means the time period beginning with the effective date and ending with the expiry date stated in the Schedule page.

**Terrorism or Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including intention to influence any government and/or to put the public, or any section of the public, in fear.

**Underwriters, Our, We, Us** refers to Certain Underwriters at Lloyd's of London.

**War** means war, declared or undeclared, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power, martial law or confiscation by order of any government or public authority.

**You, Your, Yourself** means the Insured.

## BENEFIT PROVISIONS

### DESCRIPTION OF BENEFITS

We will pay the benefits listed below and as shown in the Schedule of Benefits subject to the terms and limits of this certificate. If as a result of the same Accident You suffer a covered loss, the total amount payable shall not exceed the largest single benefit for which You are eligible.

### *ACCIDENTAL DEATH COVERAGE*

We will pay to Your designated beneficiary the Principal Sum benefit shown in the Schedule of Benefits in the event of Your Accidental Death. The loss must occur while this certificate is in force and within 365 days of the Accident.

### **Exposure and Disappearance:**

We will pay benefits if the loss was caused by exposure to the weather as a result of an Accident. If You are riding in a conveyance which is involved in an accident which results in the disappearance or sinking of the conveyance and Your body is not found within 365 days of the accident then We will pay benefits as if the loss occurred within 365 days after the date of the accident.

### *ACCIDENTAL DISMEMBERMENT COVERAGE*

#### **Loss of Member or Sight or Speech or Hearing Benefit:**

We will pay You the Principal Sum shown in the Schedule of Benefits based on the schedule of losses below if You suffer a loss resulting from an Injury. The loss must occur while this certificate is in force and within 365 days of the Accident. We will pay only one sum for any one Accident. The total amount payable to You is limited to the largest Principal Sum amount for which You are eligible.

### SCHEDULE OF LOSSES

Loss of or loss of use of two or more members	The Principal Sum
Loss of sight of both eyes	The Principal Sum
Loss of or loss of use of one member	One Half of The Principal Sum
Loss of sight of one eye	One Half of The Principal Sum
Loss of speech	One Half of The Principal Sum
Loss of hearing of both ears	One Half of The Principal Sum

### **Definitions:**

**Member** means hand, foot.

**Loss of hand** means:

- a) the severance at or above the wrist; or
- b) the total and irrecoverable loss of the use of the hand or arm.

**Loss of foot** means:

- a) the severance at or above the ankle; or
- b) the total and irrecoverable loss of the use of the foot or leg.

**Loss of sight, hearing or speech** must be total and irrecoverable.

## EXCLUSIONS

No benefits will be paid due to Injury or death caused by, contributed to by or related to the following and/or their treatments and/or complications thereof (unless deleted by endorsement):

1. sickness;
2. suicide or intentional self-inflicted Injury or poisoning;
3. War, declared or undeclared;
4. Act of Terrorism;
5. while committing or attempting to commit a crime;
6. taking of illegal or non-prescribed drugs, or addiction or misuse of prescription drugs;
7. alcohol abuse or addiction, or being under the influence of alcohol, as defined by the vehicle code of the state or province in which the Accident has occurred;
8. Mental or Nervous Disorders;
9. Pre-Existing Conditions;
10. any symptoms of Subjective Pain unless supported by objective medical findings;
11. pregnancy and pregnancy-related conditions including but not limited to fertility, pre-natal care, childbirth, miscarriage, abortion or postpartum conditions.
12. nuclear, biological or chemical exposure as a result of War, declared or undeclared or Act of Terrorism.

## CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of a claim must be given to Us within twenty (20) days after the date of death or other potential qualifying loss, or as soon after that as is reasonably possible. Notice given to the Coverholder indicated in this certificate which is sufficient to identify You will be deemed sufficient notice.

**CLAIM FORMS:** When We receive notice of a claim, We will furnish forms for filing a proof of loss. If We do not furnish these forms within fifteen (15) days of notice, the person making the claim will have complied with the requirements of this certificate for filing such proof upon sending Us written proof covering the event, the character, and the extent of the loss.

**PROOF OF LOSS:** Written proof of loss must be given to us within ninety (90) days after the loss occurs. Failure to furnish written proof within that time will not reduce the claim if it was not reasonably possible to give proof within the time required. However, proof may not be furnished later than six (6) months from the time proof is normally required, except in the case of legal incapacity. Written proof of loss includes, but is not limited to:

1. Completed claim form.
2. Signed authorization for release of medical or other necessary medical, financial, or occupational records.
3. Copies of signed tax returns as needed.
4. Death Certificate (if applicable).

In addition, Underwriters reserve the right to verify Your proof of loss by obtaining any and all necessary records from other sources. Costs associated with verification will be paid by Underwriters.

**TIME OF PAYMENT OF CLAIMS:** We will pay benefits when benefits are due, or as soon thereafter as is reasonable if proof of loss has not been verified before such time.

**PAYMENT OF CLAIMS:** Unless otherwise stated on the application, all benefits will be paid to You. All death benefits shall be payable to Your named Beneficiary.

**ASSIGNMENT:** This certificate may not be assigned without the prior written consent of Underwriters.

**PHYSICAL EXAMINATION:** We have the right to examine You at Our expense during the length of the claim. We may do so as often as We find necessary during the pendency of a claim.

## GENERAL PROVISIONS

**PREMIUMS:** Premiums must be paid in advance and are fully earned to the expiry date of this certificate. You are responsible for the full premium payment due between the effective date and the expiry date. If the premium is being paid in any mode other than as a single premium, premium payments are subject to a grace period when due.

**GRACE PERIOD:** A grace period may apply to any premium payments made in any mode other than a single premium. Premium payments after the initial premium payment may be paid within the grace period. The grace period will last for 31 days after the due date of the premium payment. During this time, the certificate will remain in force. If premium payments are not made by the end of the grace period, this certificate will immediately cease to be in force.

**UNPAID PREMIUM:** If unpaid premiums exist at the time benefits are paid under this certificate the amount of premium unpaid will be deducted from the benefits paid.

**SHORT RATE CANCELLATIONS:** Short Rate Cancellations are not applicable to this coverage.

**NEW TERM OF INSURANCE:** A new Term of Insurance may be offered subject to underwriting. A new Term of Insurance may contain new terms, new premium and/or other modifications, or be declined. No new Term of Insurance will be offered if there are any open claims. Underwriters reserve the right to not make any offers for a new Term of Insurance for any reason.

**NOTICES:** All notices, proofs and other communication must be sent to the coverholder:

**PETERSEN INTERNATIONAL UNDERWRITERS**  
23929 Valencia Blvd., Suite 215 ● Valencia, CA 91355

**CORRESPONDENCE TO INSURED(S):** Any form of communications from Us, shall be to one representative of the Insured(s). Communications to this representative shall be considered communications to all Insured(s) named on this contract.

**FRAUD, MISSTATEMENT OR CONCEALMENT:** If You or any person for You commits fraud, a misstatement or concealment either in the application or by any other statement this certificate may become void and no benefits will be payable.

**MISSTATEMENT OF AGE:** If Your age is incorrectly stated, We will adjust the benefits stated in the certificate to what the premiums would have purchased if the correct age had been given.

**ENTIRE CONTRACT CHANGES:** This certificate, any attached endorsements or other papers make up the entire contract. No agent is allowed to change this certificate in any way. Changes will not be valid unless approved by Underwriters and recorded in writing to be attached to and form part of this certificate.

## **GENERAL PROVISIONS (continued)**

**UNDERWRITERS LIABILITY:** You or Your representative can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder indicated in this certificate. In the event of a loss, each Underwriter (and their executors and administrators) is only liable for their own share of the loss.

**GRIEVANCE PROCEDURES:** Should You be dissatisfied with any claim or administration issue, the following steps apply. Notwithstanding any other item set forth herein, the parties hereby agree that any dispute which arises shall follow these procedures:

- 1. General Inquiry:** At any time You have the right to communicate with Us, either directly or through a representative, to seek clarification and assistance on any issue.
- 2. Informal Review:** Should You not be satisfied with the response from Your General Inquiry, You have the right to request an Informal Review. This Informal Review should be requested in writing, but may be verbally requested. The Informal Review should be requested within 60 days following the claim or administrative decision, but in no case before such claim or administrative decision. Underwriters shall respond within a reasonable amount of time.
- 3. Formal Review.** Should You still not be satisfied with the response You received through an Informal Review, then You have the right to request a Formal Review. Please provide a written summary of the issue and any items which may be useful for Us to review. A Formal Review must be requested no more than 90 days following an Informal Review. Underwriters shall respond to Your request within a reasonable amount of time.
- 4. Legal Action.** No legal action may be brought to recover under the insurance described in this certificate until after the response of a Formal Review. No action may be brought more than one year after the date of the original claim or administrative decision. Legal Action shall not take place prior to a Formal Review.

**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 Insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

## **LLOYD'S PRIVACY POLICY STATEMENT UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- \* Information contained in applications or other forms that you submit to us, such as name, address and social security number;
- \* Information about your transactions with our affiliates or other third-parties, such as balances and payment history;
- \* Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history.

### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

You have a right to request access to or correction of your personal information in our possession.

### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

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## **SERVICE OF SUIT CLAUSE (U.S.A.)**

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon

**MENDES & MOUNT**  
750 Seventh Avenue  
New York NY 10019-6829  
USA

(or)

**MENDES & MOUNT**  
725 South Figueroa Street  
Los Angeles, California 90017  
USA

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

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## **APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.).

LMA5021  
14/09/2005  
Form approved by Lloyd's Market Association

## **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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LSW1001 (Insurance)