

# TERMS & CONDITIONS FOR INTERNATIONAL MAJOR MEDICAL INSURANCE (vers. Online.IMM.03.18.2013)

**This Insurance** is effected with certain Underwriters at Lloyd's of London (not incorporated).

**This Certificate** is issued in accordance with the limited authorization granted to the Coverholder by certain Underwriters at Lloyd's, London whose names and the proportions underwritten by them can be ascertained from the office of said Coverholder (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters do hereby bind themselves each for his own part, and not one for another, their heirs, executors and administrators.

**The Insured** is requested to read this Certificate, and if not correct, return it immediately to the Coverholder for appropriate alteration.

**The Coverholder** is Petersen International Underwriters.

## CERTIFICATE PROVISIONS

1. **Signature Required.** This certificate shall not be valid unless signed by the Coverholder.
2. **Coverholder Not Insurer.** The Coverholder is not an Insurer of the insurance described herein and neither is nor shall be liable for any loss of claim whatsoever. The insurers of such insurance are those individual Underwriters at Lloyd's, London whose names can be ascertained as hereinbefore set forth.
3. **Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of the Coverholder endorsed hereon.
4. **Attached Conditions Incorporated.** The insurance described in the certificate is subject to all provisions, conditions, and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance the placement of which is evidenced by this certificate.
5. The certificate is intended for use as evidence of the placement of the insurance described herein, in accordance with section 1764 of the California Insurance Code.

## DEFINITIONS

**Accident** means a sudden, unexpected event which occurs at an identifiable time and location during the Term of Insurance.

**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.

**Cancer Related Condition** means a condition which arises as a result of cancer, to include but not be limited to, carcinoma, leukemia, lymphoma and sarcoma.

**Cardiac Related Condition** means a condition which affects or is affected by the heart and/or circulatory system. This includes conditions which are directly related to the heart and circulatory system or are secondary complications as a result of another condition which then affects the heart and/or circulatory system.

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

**Coverholder** means Petersen International Underwriters, a licensed surplus line broker who is a coverholder to Lloyd's, with

limited authorization granted by Underwriters to place the insurance described in and to issue this Certificate.

**Custodial Care** means care provided primarily for the non-medical maintenance of a patient or which is designed to assist a patient in essential activities of daily living and which is not primarily provided for its therapeutic value. Activities of daily living include such things as bathing, feeding, dressing, walking and taking oral medicine.

**CPT** means the Current Procedural Terminology. The CPT utilizes codes to identify services performed by Providers.

**Deductible** means the amount of Eligible Expenses that must be incurred and paid by You prior to any amounts being reimbursed by Underwriters.

**Eligible Expenses** means Usual, Customary and Reasonable charges and paid by You for services and supplies which are Medically Necessary and for which coverage is provided under the insurance described in this Certificate.

**Geographic Area** means the country or countries specified in the Schedule of Coverage. It also includes any countries You travel through directly in route to the specified countries for a period of 48 hours.

**Hazardous Sports or Activities** are activities which are considered to be more than a standard risk. These activities include: professional or recreational mountaineering, snow skiing, snow boarding, scuba diving, whitewater rafting, hang gliding, sky diving or bungee jumping.

**Home Health Care** means part-time or intermittent home nursing care by a registered nurse or licensed vocational nurse in a place of residence, including medical supplies, drugs and medications prescribed by a Physician, and laboratory services, but only to the extent that they would have been covered when confined in a Hospital.

**Hospital** means a facility which is licensed under state and local laws and regulations to provide, on the order of a Physician, diagnostic and therapeutic services for the medical diagnosis, treatment and care of persons in need of acute inpatient hospital care. Hospital does NOT include health resorts, rest homes, nursing homes, Skilled Nursing Facilities, convalescent homes or other similar institutions.

**Immediate Family Member** means Your mother, father, spouse, brother, sister or children.

**Injury** means an Accidental bodily Injury which:

- a. is sustained by the Insured Person;
- b. is caused by an Accident, and
- c. is the direct cause of loss independent of Sickness, disease or bodily infirmity within twelve months from the date of the Accident

**Insured** means You, being the person or persons covered by the insurance described in this Certificate.

**Maximum Benefit** means the total amount of Eligible Expenses reimbursable during the Period of Insurance.

**Medically Necessary** means services which are required due to Sickness or Injury and which are appropriate for treatment of the patient according to standards of medical practice generally accepted and provided by the medical community.

**Medicaid** means the program of medical coverage set forth in the Health Insurance for the Aged Act, Subchapter XVIII of the Social Security Amendments of 1965, including any amendments now or later enacted.

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

**Period of Insurance** means the time period beginning with the Effective Date and ending with the Expiry Date.

**Physician** 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 a Sickness or Injury must be within the knowledge or expertise of the Physician.

**Preexisting Condition** means a condition, disease or Injury for which medical advice, diagnosis, care or treatment, including the use of prescription medication including but not limited to ongoing condition(s), was recommended by or received from a licensed health care practitioner, and/or any symptom(s) and/or any condition(s) which would have caused a reasonably prudent

person to seek medical attention during the 12 months immediately preceding the Effective Date of the insurance described in this Certificate, whether disclosed or not on Your application or online enrollment.

**Provider** means a Physician, Hospital, or other person or entity that provides health care services which is licensed under state and local laws and regulations to provide, on the order of a Physician, diagnostic and therapeutic services for the medical diagnosis, treatment and care of persons in need of such care.

**Sickness** means a Sickness or disease which causes a disability while this certificate is in force and is not a Pre-Existing Condition.

**Skilled Nursing Facility** means a facility which is licensed under state and local laws and regulations to operate as a Skilled Nursing Facility.

**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** refers to certain Underwriters at Lloyd's, London.

**Usual, Customary and Reasonable, UCR** means the following: The "usual" charge is that fee usually charged by the Provider for a given service or supply. A charge is "customary" when it is within the range of the usual fees charged by Providers of similar training and experience, for the same service or supply within the same Geographic Area as determined by Underwriters. The charge is "reasonable" when it meets the above two criteria or is justifiable as determined by Underwriters in consideration of the special circumstances of the particular case in question.

**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.

**We, Us** means Underwriters.

**You, Your** means each named Insured.

## **BENEFIT PROVISIONS**

The insurance described in this Certificate is short-term, major medical coverage intended for indemnification of Eligible Expenses incurred in the specified Geographic Area. Benefits are paid directly to You to reimburse You for Eligible Expenses incurred in the specified Geographic Area that have been paid by You.

The insurance described in this Certificate is secondary to medical benefits, services or reimbursements from any other source except Medicaid.

### **MEDICAL EXPENSES**

Underwriters will reimburse You for any Eligible Expenses listed below incurred within the Geographic Area when Medically Necessary for the diagnosis and treatment of an Illness or Injury, subject to the terms and limitations described in this Certificate. The insurance described in this Certificate contains a Deductible which must be satisfied before any benefits begin. After the Deductible is paid, Underwriters will reimburse You 100% of Eligible Expenses up to the Maximum Benefit as shown in the Schedule of Benefits.

Benefits are available for:

1. Hospital room and board limited to semi-private daily rate.
2. Hospital intensive care unit.
3. Other Medically Necessary Hospital services and supplies, such as emergency room care, outpatient surgery, diagnostic services, supplies and therapy.
4. Skilled Nursing Facility room and board, provided confinement begins within 30 days following a Medically Necessary Hospital confinement of three days or longer.
5. Home Health Care if hospitalization would have been required if Home Health Care were not provided and the care is

provided in accordance with a written plan established and approved by a Physician.

6. Physician services consisting of home, office, and hospital visits, and other medical care and treatment.
7. Ambulance service from Your temporary residence to and from a Hospital in the Geographic Area.
8. Diagnostic services, supplies and therapy.

### **REPATRIATION OF REMAINS**

In the case of death, We will reimburse the costs of delivery of Your remains to a mortuary near Your home.

### **COMMON ACCIDENT PROVISION**

In the event that two or more family members, who are Insured under this Certificate, suffer injuries from the same Accident, then only one (1) Deductible shall apply.

### **ACCIDENTAL DEATH**

If in the event that You suffer a fatal Injury We will pay to the beneficiary \$25,000.00. If the Injury was sustained while riding as a passenger on a Common Carrier, We will pay to the beneficiary \$50,000.00 (double indemnity). Limitations - Only one benefit is available per Insured Person. The loss must occur while this Certificate is in force and within 365 days of the date of the Accident. We will pay benefits if the loss was caused by exposure to 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. Exclusions – This provision does not cover a fatal Injury caused or contributed to by: war, declared or undeclared, or acts of terrorism (unless such coverage is applied for and the appropriate additional premium has been paid); intentional self inflicted Sickness or Injury; committing a criminal or felonious act; taking of illegal or non-prescribed drugs, or addiction or misuse of prescription drugs; or being under the influence of alcohol, as defined by the vehicle code of the state or province in which the Accident has occurred.

### **EMERGENCY RETURN HOME**

If, after You have departed, You learn of the death of an Immediate Family Member, or You learn of the substantial destruction of Your home by fire, wind, flood or earthquake, Underwriters shall reimburse You the cost of an economy one way air or ground transportation ticket for You to Your home, up to a maximum of \$5,000.00, less any amounts refundable from any other sources.

### **FOLLOW ME HOME COVERAGE**

We will reimburse You for Eligible Expenses which occur due to a Sickness or Injury while in the USA. Benefits are limited to a maximum of five (5) days for every month of coverage during the Term of Insurance. One eligible day of coverage will be deducted for each day you are in the United States during the Term of Insurance. Benefits shall be excess of any and all other valid Insurances.

### **GLOBAL MEDICAL TRANSPORTATION COVERAGE**

We will reimburse You for the costs of Medically Necessary transportation to return You to the facility nearest Your home in Your home country, which can provide appropriate care.

### **LOST LUGGAGE**

In the event that Your checked on luggage is completely and totally lost by the carrier, We shall pay replacement cost, to a maximum of \$500.00, excess of any and all other valid Insurances. To be eligible, You must submit a completed airlines reporting form, proof that the lost luggage was checked on with the airlines at the time of the reported incident and submit copies of any and all claim forms submitted to other sources including, but not limited to a)the airlines, b)credit card companies, and c)homeowner policies.

### **Rx COVERAGE**

We will reimburse You for the cost of outpatient prescription medication(s) prescribed by a Physician or surgeon for treatment

of an Injury or Sickness, within the Term of Insurance, not to exceed a maximum of \$500.00 in Eligible Expenses in the aggregate during the Term of Insurance, and for a maximum prescribed period of ninety (90) days for any one prescription. Benefits are not provided for Preexisting Conditions and are only for treatments for newly diagnosed Sicknesses or Injuries. We will not reimburse You for the replacement of lost, stolen, damaged, expired or otherwise compromised prescription medication(s).

### **TRIP CANCELLATION BENEFIT**

If within two weeks (14 days) prior to Your pre-paid ticketed or vouchered initial trip departure Your entire trip must be cancelled due to a) Your death, Sicknesses or Injury causing hospitalization or outpatient surgery, or b) the death of an Immediate Family Member, or c) the substantial destruction of Your home in Your Home Country due to fire, wind, flood or earthquake, any unused and non-refundable portion of expenses, shall be reimbursed up to a maximum of \$1,000.00, excess of \$100.00 each and every loss and excess of all other valid Insurances and any amounts refundable from any other sources. Excluding any condition or set of circumstances known to an Insured Person at the time the covered trip was booked or this Insurance was effected whichever is the later, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the Insured Person's covered trip.

### **TERMINATION OF BENEFITS**

The insurance described in this Certificate will terminate upon the Expiry Date of this Certificate. If on the Expiry Date, You are a patient confined in a Hospital in the specified Geographic Area, benefits will continue until the earlier of (i) the date You are discharged from the Hospital, or (ii) 30 days from the Expiry Date.

## **OPTIONAL COVERAGES**

The following are optional benefits available only if elected on the Application or online enrollment and the appropriate additional premium has been paid and the optional benefit is indicated on the Schedule or attached by an endorsement.

**Hazardous Sports or Activity Coverage.** Underwriters will reimburse You for Eligible Expenses which are incurred due to an Injury resulting from participation in a Hazardous Sport or Activity that is specifically named on the Schedule of Benefits. Benefits up to a maximum of \$250,000.00 or the maximum benefit as stated in the schedule, whichever is lesser.

**Limited War or Act of War Coverage.** Underwriters will reimburse You for Eligible Expenses which are incurred as a result of Injuries or Sicknesses sustained due to war or act of war.

**Limited Act of Terrorism Coverage.** Underwriters will reimburse You for Eligible Expenses which are incurred as a result of Injuries or Sicknesses sustained due to terrorism or act of terrorism. Injuries or Sicknesses due to Terrorism or act of Terrorism involving the use or release of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s) are not covered with this optional benefit.

## **LIMITATIONS AND EXCLUSIONS**

### **LIMITATIONS:**

1. Services and supplies for Cardiac Related Conditions and Cancer Related Conditions are limited to either (i) the medical costs of stabilizing Your condition and the transportation costs of returning You to Your home in Your home country or (ii) a maximum reimbursement for Eligible Expenses of \$25,000.00, at Our option.
2. The maximum Eligible Expense for Repatriation of Remains or Global Medical Transportation is \$100,000.00 in the aggregate during the Term of Insurance.
3. The maximum Eligible Expense room and board charge for an intensive care unit is three times the Provider's semi-private room and board charge.
4. The maximum Eligible Expense for outpatient prescription medication(s) is \$500.00 in the aggregate and during the Term of Insurance for a maximum prescribed period of ninety (90) days for any one prescription.

5. Insured age 70-74 are limited to \$250,000.00 maximum benefit, all other terms and conditions apply.
6. Insured age 75-79 are limited to \$100,000.00 maximum benefit, all other terms and conditions apply.
7. Insured age 80-84 are limited to \$50,000.00 maximum benefit, all other terms and conditions apply.

**EXCLUSIONS:**

1. Any expense which You are not legally obligated to pay.
2. Services which are not Medically Necessary or are not furnished by and under supervision of a Physician.
3. Expenses for services and supplies for which You are entitled to benefits, services or reimbursement through the Veterans' Administration, Workers' Compensation insurance, any private health plan or from any other source except Medicaid.
4. Expenses in excess of UCR.
5. Self-inflicted injuries while sane or insane.
6. Treatment for alcoholism, drug addiction, allergies, and/or Mental or Nervous Disorders.
7. Rest cures, quarantine or isolation.
8. Cosmetic surgery unless necessitated by an accidental Injury.
9. Dental exams, dental x-rays and general dental care except as a result of an accidental Injury.
10. Eye glasses or eye examinations.
11. Hearing aids or hearing examinations.
12. General or routine examinations.
13. Injuries sustained from participation in Hazardous Sports or Activities.\*
14. Pregnancy and pregnancy-related conditions including but not limited to fertility, pre-natal care, childbirth, miscarriage, abortion or postpartum conditions.
15. Injuries or Sicknesses due to War or any act of War whether declared or undeclared.\*
16. Injuries or Sicknesses due to Terrorism or any act of Terrorism whether declared or undeclared.\*
17. Injuries or Sicknesses due to an act of Terrorism involving the use or release of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).
18. Injuries or Sicknesses sustained while committing a criminal or felonious act.
19. Expenses incurred for or resulting from pain which is not supported by medical diagnosis.
20. Cataract surgery.
21. Any elective surgery, including but not limited to complications of previous elective or cosmetic surgeries.
22. Custodial Care.
23. Expenses for supplies and services that were not incurred with in the specified Geographic Area.
24. Pre-existing conditions.
25. Racing of any kind, all professional or semi-professional sports, and collegiate, sponsored, or interscholastic athletics.\*\*

\* This exclusion can be removed if the appropriate additional premium has been paid and the optional benefit is indicated on the Schedule or attached by an endorsement.

\*\* This exclusion can be removed if the appropriate additional premium has been paid and the optional benefit is indicated on the Schedule or attached by an endorsement. Please note this exclusion cannot be removed with the online enrollment.

## CLAIM PROVISIONS

**NOTICE OF CLAIM:** Written notice of a claim must be given to Us within 20 days after the date Eligible Expenses are incurred, or as soon after that as reasonably possible. Notice given by You or on Your behalf to the Coverholder indicated in this certificate at the following address that identifies You will be sufficient notice: **PETERSEN INTERNATIONAL UNDERWRITERS**, 23929 Valencia Blvd., Suite 215, Valencia, CA 91355.

**CLAIMS FORMS:** Underwriters will furnish forms for filing proof of loss upon receipt of notice of claim.

**PROOF OF LOSS:** Written proof of loss must be given to Underwriters within 90 days after the date Eligible Expenses are incurred. Failure to furnish written proof of loss within that time will not reduce the claim if it was not possible to give proof within the time required. However, proof may not be furnished later than 1 year 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 records.
3. Original receipts from Providers, or copies of canceled checks or credit card payments plus a copy of a Provider statement or bill. All receipts must contain legible information to determine the name and address the Provider; the diagnosis; the treatment rendered; the date of service; and the payment made to Provider. In addition, Underwriters reserve the right to verify Your proof of loss by obtaining any or all necessary medical records or other necessary information from other sources. This will be obtained at Underwriter's expense.

**TIME OF PAYMENT OF CLAIMS:** Underwriters will reimburse You for all benefits due upon receipt of written proof of loss and verification of loss.

**PAYMENT OF CLAIMS:** Benefits are paid directly to You to reimburse You for eligible medical expenses which have been paid by You unless Underwriters agree to pay the Providers directly.

**ACTS OF THIRD PARTIES:** In the event You are injured through the wrongful act, negligence or omission of another person, Underwriters will reimburse You under the insurance described in this Certificate. However, Underwriters will have the right to recover the amounts Underwriters pay that You collect from the liable third party. You agree, as a condition of coverage, to reimburse Underwriters immediately upon collection of damages, whether by action at law, settlement or otherwise, and to cooperate with Underwriters fully by furnishing information, forms, assignments or liens which will enable Underwriters to recover from the liable third party.

**RIGHT TO KNOW UCR:** You have the right to know the Usual, Customary and Reasonable (UCR) rates for all Eligible Expenses. To determine the UCR, You must provide Underwriters with the appropriate CPT code which can be obtained from Your Provider. Providing UCR information to You prior to Your incurring and paying this amount, does not waive Underwriter's rights to adjust, negotiate, or investigate Your claim. Underwriters reserve the right to negotiate settlements and/or contracts with Providers instead of paying UCR.

**PHYSICAL EXAMINATION:** Underwriters have the right to examine You at Underwriter's expense during the length of any claim and Underwriters may do so as often as Underwriters find necessary. Underwriters further reserve the right to have any claim monitored by a claims manager in cooperation with Your Physician.

**CLAIMS AFTER EXPIRY DATE:** Expenses incurred after the Expiry Date are not covered. If You are hospitalized on the Expiry Date, benefits will continue for a maximum of 30 days or until You are released from the Hospital, whichever is sooner.

## GENERAL PROVISIONS

**PREMIUMS:** Premiums must be paid in advance and are non-refundable.

**GRACE PERIOD:** After payment of the first premium installment, Underwriters will allow You a grace period of 31 days following a premium installment due date to pay subsequent premiums. During this grace period, the insurance described in this Certificate will remain in force. You will be liable for payment of premium for the Period the Insurance described in this

Certificate.

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

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

**TERMINATION FOR NONPAYMENT:** If any premium is not paid before the end of the grace period, the insurance described in this Certificate will terminate at the end of the month for which premiums were paid.

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

**ASSIGNMENT:** The insurance described in this Certificate may not be assigned, in whole or in part, without the prior written consent of Underwriters.

**NOTICES:** All notices, claims, proofs of loss and other communication must be sent to Underwriters in care of 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 OR MATERIAL MISSTATEMENT OR CONCEALMENT:** In issuing the insurance described in this Certificate, Underwriters are relying on the accuracy of the representations in Your application or online enrollment. Non-disclosed Preexisting Conditions may be grounds for rescission of the insurance described in this Certificate. A copy of Your application or online enrollment becomes a part of this Certificate. Material misstatement or concealment of health information made by You or by any person acting on Your behalf may render the insurance null and 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:** The insurance described in this Certificate or in any attached endorsements or other papers, and Your application or online enrollment make up the entire contract. No agent or broker is allowed to change the insurance 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. It is Your responsibility to attach any such endorsements which are mailed after the Coverage is issued.

**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.



## **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)

# **Petersen International Underwriters Privacy Policy Statement**

## **Petersen International Underwriters**

Petersen International Underwriters want you to understand how we protect the confidentiality of non-public personal information we collected about you.

### **Information We Collect**

We collect non-public information about you from numerous sources including, but not limited to:

- a. Information we receive from you on applications and other forms;
- b. Information about your transactions with our affiliates, others or us;
- c. Information we receive from consumer-reporting agencies; and
- d. Financial and medical sources.

### **Information We Disclose**

We do not disclose any non-public information about you to anyone except as is necessary in order to provide our products or services to you or otherwise as we are required or permitted by law (e.g. subpoena, fraud investigation, regulatory reporting, etc.).

### **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.

## Confidentiality and Security

We restrict access to non-public personal information about you to our employees, our affiliates' employees or others who need to know that information to service your account. We maintain physical, electronic and procedural safeguards to protect your non-public personal information.

## Contacting Us

If you have any further questions about this privacy statement or would like to learn more about how we protect your privacy, please contact the insurance producer who handled this case, or our offices at: 23929 Valencia Boulevard, Suite 215, Valencia, California 91355, (800)345-8816, e-mail: [piu@piu.org](mailto:piu@piu.org)

## 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

### **MENDES & MOUNT (if California)**

Union Bank Building  
445 South Figueroa Street, 38th Floor  
Los Angeles, CA 90071  
USA

### **LLOYD'S KENTUCKY, INC. (if Kentucky)**

314 West Main Street  
Frankfort, KY 40601-1808  
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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