

Lloyd's

This insurance is underwritten by certain Underwriters at Lloyd's, London

Insured:

Certificate Number:

PROFESSIONAL ATHLETE PTD INSURANCE

We, Certain Underwriters at Lloyd's, agree to pay the benefits indicated on the Schedule of Benefits page of this Certificate and according to the Certificate provisions. **We** issued this Certificate to the **Owner** in consideration of: (1) The statements made in the application(s); and (2) Payment of the premium. A copy of the application(s) is attached to and made part of the Certificate.

As long as the **Owner** pays the premiums for this Certificate by the end of each grace period, **We** cannot change any part of this Certificate until the expiry date unless agreed by **You** and **Us**. Coverage under this Certificate will begin on the effective date at 12:01 A.M. Coverage will end on the expiry date at 12:01 A.M. All times will be the Local Standard Time at the address stated on the Declaration Page.

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 or occupation since the date of signing the application for this insurance. If there have been changes to any of the above mentioned items, the Certificate must be immediately returned to **Us** with a written description of such changes for **Our** review and consideration.

Read this Certificate carefully. It is a legal contract between the **Owner** and **Us**.

Words in bold print in this Certificate have special meaning, as defined in the DEFINITIONS section of this Certificate.

Executed By
Petersen International Underwriters
23929 Valencia Boulevard, Second Floor, Valencia, CA 91355
800-345-8816

DECLARATIONS

Certificate Number:

Name of Owner:

Address:

Name of Insured:

Occupation of Insured:

Loss Payee:

Geographical Location:

Effective Date:

Expiry Date:

Issue Date:

Application Date:

Premium:

ESL Tax:

Stamping Fee:

Processing Fee:

Total:

Payment Mode:

Binding Authority Number:

Unique Market Reference:

SCHEDULE OF BENEFITS

Disability Benefits Covering: Accident and Sickness OR Accident Only

Sum Insured: \$ _____

Elimination Period: _____

Rehabilitation Period: GAMES/EVENTS

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Forms and Endorsements that apply: Application; PTDPIU050116.

Executed by Petersen International Underwriters on:

Date: _____

By: _____

W. Harold Petersen

DEFINITIONS

For the purposes of this Insurance:

1. **Accident** shall mean a single sudden and unexpected event, which occurs at an identifiable time and place and which causes unexpected **Bodily Injury** at the time it occurs.
2. **Bodily Injury** shall mean a specific physical injury caused by an **Accident**, which occurs during the **Term of Insurance**.
3. **Elimination Period** shall mean the continuous period of time stated in the Schedule of Benefits during which **You** must be **Totally Disabled** before any claim for **Permanent Total Disablement** will be considered. No covered claim shall exist and no benefit shall be due or payable under this Certificate unless and until **You** have suffered a **Total Disablement** for the continuous period as stated in the Schedule of Benefits, culminating in **Permanent Total Disablement**.
4. **Loss Payee** is the person or entity named in the Declarations. If no **Loss Payee** is named, the **Owner** is the **Loss Payee**. All disability benefits under this Certificate will be paid to the **Loss Payee**.
5. **Manifest**, or **Manifestation** shall mean the date when a **Sickness or Disease** is reasonably capable of diagnosis by a **Physician**.
6. **Mental and/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, personality disorders, depression, or anxiety. Mental and Nervous Disorders do not include Alzheimer's Disease, Parkinson's Disease, Multiple Sclerosis or other progressive neurological diseases.
7. **Our, We, Us** refers to Certain Underwriters at Lloyd's.
8. **Owner** means the person or entity stated in the Declarations. The **Owner** must have an insurable interest. The **Owner** has all the rights and privileges under this Certificate, including the right to name a different **Owner** or **Loss Payee**, subject to **Our** agreement.
9. **Participate, Participation** or **Participating** shall mean that **You** are available and/or physically able to practice or perform in **Your** occupation as stated in the Declarations.
10. **Permanent Total Disablement** shall mean that **You** have suffered continuous **Total Disablement** for the **Elimination Period** stated in the Schedule of Benefits, and that as a result of the Accidental **Bodily Injury** or **Sickness or Disease** giving rise to the **Total Disablement**, **You** have no likely hope of improvement, based on current, prevailing medical standards, sufficient to **Participate** ever again in **Your** occupation as stated in the Declarations.

DEFINITIONS (continued)

11. **Physician** shall mean a health care practitioner (other than **You** or a member of **Your** immediate family) licensed to practice medicine, prescribe or administer drugs and perform surgery.
12. **Sickness or Disease** shall mean physical illness or malady.
13. **Term of Insurance** means the time period beginning with the effective date and ending with the expiry date stated in the Declarations.
14. **Total Disablement** shall mean **Your** complete and total physical inability to **Participate** in **Your** occupation as stated in the Declarations.
15. **You, Your, Yourself** means the Insured listed in the Declarations.

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INSURING AGREEMENT

In the event that **You** sustain a **Bodily Injury** caused in and of itself by an **Accident** occurring during the **Term of Insurance** and which, solely and independently of any other cause, results in the **Total Disablement** directly culminating in **Your Permanent Total Disablement** within twelve (12) months of the date of such **Accident**, then **We** agree to pay the Sum Insured as stated in the Schedule of Benefits to the **Loss Payee**.

In the event that **You** sustain any **Sickness or Disease** which first **manifests** itself during the **Term of Insurance** and which, solely and independently of any other cause, results in the **Total Disablement** directly culminating in **Your Permanent Total Disablement** within twelve (12) months of the date of such first **manifestation**, then **We** agree to pay the Sum Insured as stated in the Schedule of Benefits to the **Loss Payee**.

REHABILITATION:

If, after a period of **Total Disablement**, **You Participate** in **Your** occupation as shown in the Schedule and perform the duties thereof on a full-time basis for an aggregate of the Rehabilitation Period as stated in the Declarations, **You** shall be deemed conclusively to have been fully rehabilitated and no claim shall be payable hereunder.

EXCLUSIONS

This Certificate does not cover disability wholly or partially, directly or indirectly caused by, contributed to by or aggravated by:

1. war or any act of war, whether war is declared or not;
2. suicide, self-destruction, attempted suicide or self destruction, or intentionally self-inflicted injury, while sane or insane;
3. **Your** own criminal or felonious act as defined by the laws of the jurisdiction where the crime takes place, which results in **Your** conviction;
4. **Your** death, howsoever caused. No covered claim shall exist and no benefit shall be due or payable under this Certificate in the event of **Your** death whether or not such death is caused directly or indirectly by the Accidental **Bodily Injury** or **Sickness or Disease** and whether or not such death occurs during the **Elimination Period**. No claim shall be assumed nor payable under this Certificate in the event of **Your** disappearance;
5. **Your**;
 - (a) being under the influence of drugs or narcotics that are not lawfully available, unless prescribed for **You** by a qualified **Physician**;
 - (b) using any drugs or substances in violation of the rules or regulations of the governing body of the sport in which **You Participate**;
 - (c) using any performance enhancing anabolic steroids, stimulants and corticosteroids, unless prescribed for **You** by a qualified **Physician**;
6. **Mental and/or Nervous Disorders**;
7. osteoarthritis, arthritis or any other degenerative process of the joints, bones, tendons or ligaments.

CLAIM PROVISIONS

NOTICE OF ACCIDENTAL BODILY INJURY or SICKNESS or DISEASE: Notice of any Accidental **Bodily Injury** or **Sickness or Disease** which may give rise to a claim under this Certificate, together with full particulars, shall be given to Petersen International Underwriters within sixty (60) days after its occurrence.

CLAIM COOPERATION: The **Owner** and **You** shall provide, assist and cooperate with **Us** and **Our** authorized representatives in the administration of the claim. Failure to cooperate with **Us** in the administration of a claim may result in the termination of a claim. Such cooperation includes, but is not limited to providing any information or documents needed to determine whether benefits are payable.

RIGHT TO MEDICAL EXAMINATION: After initial notice of Accidental **Bodily Injury** or **Sickness or Disease** **We** shall be allowed to secure **Your** medical records, to monitor treatment and/or to send any medical examiner selected by **Us** to examine **You** and every facility shall be given for such examination.

TIME OF PAYMENT OF CLAIMS: Payment may be made under this Certificate only after **You** have submitted, through **Our** representatives, the completed claim form, a general medical release signed by **You**, any other materials requested by **Us**, or **Our** representatives, and only after **We** have completed an investigation of such incident or claim.

No benefits shall be payable under this Certificate if **You** refuses to undergo any reasonable and not inherently dangerous medical treatment, based on current, prevailing medical standards, to improve the condition giving rise to the claimed inability to perform.

NO ASSIGNMENT OF CERTIFICATE: No assignment of this Certificate, or any rights hereunder, shall be binding unless **We** agree to them in writing.

REFUND OF BENEFITS: In the event that **We** pay a claim under this Certificate and **You** subsequently recover sufficiently to resume the occupation stated in the Declarations, **You** agree to immediately refund **Us** all benefits paid to **You**.

PREMIUM PROVISIONS

PREMIUM: Premium is due at the Certificate effective date and the first day of each premium mode. If **You** die, **We** will refund that part of any premium which applies to the period after **Your** date of death.

GRACE PERIOD: A grace period of thirty-one (31) days applies 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 without the Certificate lapsing. If premium payments are not made by the end of the grace period, this Certificate will immediately cease to be in force as of the premium due date.

UNPAID PREMIUM: If unpaid premium exists at the time benefits are paid under this Certificate, the amount of the premium unpaid will be deducted from the benefits paid.

CANCELLATION: The **Owner** may cancel this Certificate at any time by notifying **Our** office in writing. It is understood that any paid premiums are fully earned by **Us**.

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GENERAL PROVISIONS

CHANGE IN CONTRACT STATUS: **You** need to notify **Us** if **Your** contract changes after the effective date as stated on the Declarations. Unless **We** agree to continue this certificate, it will end on the date of the change. No benefits shall be payable hereunder if **Your** contract for **Your** services in the occupation stated in the Declarations is terminated prior to **Your** contract's natural expiry, prior to a **Total Disablement** directly culminating in the **Permanent Total Disablement**. If **You** have signed a new contract or contract extension an exposure rated premium credit to Petersen International Underwriters will be available from the date that **We** are notified.

CORRESPONDENCE TO CERTIFICATE OWNER: Any form of communications from **Us** shall be to the Certificate **Owner**. Communications to the **Owner** shall be considered communications to **You**.

NON DISCLOSURE: Any material misstatement, non-disclosure or concealment, whether or not such are innocent or fraudulent, in relation to any matter affecting this Insurance shall render this Certificate voidable at **Our** option.

FRAUD, MISSTATEMENT OR CONCEALMENT: If **You**, the **Loss Payee**, the **Owner** or any person on **Your** behalf 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.

ENTIRE CONTRACT: This Certificate, including any Schedule, Endorsement, Rider and **Your** application(s), attached hereto, constitutes the entire contract of insurance. No change in this Certificate shall be valid until approved by **Us** in writing and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Certificate or to waive any of its provisions.

CONFORMITY WITH LAW: Any provision of this Certificate which, on its effective date is in conflict with the laws or statutes of the state/province/country governing this Certificate, is hereby amended to conform to the minimum requirements of such laws or statutes.

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 sixty (60) days following the claim or administrative decision, but in no case before such claim or administrative decision. **We** shall respond within a reasonable amount of time.

GENERAL PROVISIONS (continued)

- 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 ninety (90) days following an Informal Review. **We** 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 (1) year after the date of the original claim or administrative decision. Legal Action shall not take place prior to a Formal Review.

OUR REPRESENTATIVES

All communications including Notice of Accidental Bodily Injury or Sickness and Proof of Permanent Total Disablement regarding this Certificate shall be given to:

PETERSEN INTERNATIONAL UNDERWRITERS
23929 Valencia Boulevard, Second Floor, Valencia, CA 91355