#### BRIDGE MAJOR MEDICAL SCHEDULE

Insured Person(s):	Certificate Number:
Address:	Premium: ESL Tax: Processing Fee:
	Total: Payment Mode:
Application Date:	Effective Date:
Issue Date:	Expiry Date:
Geographic Area of Coverage:	
SCHEDULE OF BENEFITS	
Deductible:	\$
Maximum Benefit:	\$
Coverage provided includes:	O Part A only O Part B only O Part A and Part B

#### **DECLARATION OF INSURANCE**

We, Certain Underwriters at Lloyd's of London, declare that in consideration of the statements made in your application for this insurance and your timely payment of the premiums, agree to insure you against the described perils in this certificate and in the amounts shown in the above Schedule of Benefits, from the Effective Date to the Expiry Date, subject to the terms set out in this certificate. This certificate is a legal contract between 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 above.

For this certificate to be effective, the following conditions must be met:

1) The full applicable premium must have been paid.

2) There must not have been any material changes in your health as described on the application you completed for coverage between the date you signed the application and the effective date of this certificate. If there have been any material changes in your health during this time period, this certificate must be immediately returned with a written description of such changes for our review and consideration as to issuance of coverage.

**Notice of Nonrenewability:** This insurance is not renewable except at the option of the Underwriters and then only upon submission of a satisfactory renewal application.

The insurance described in this Certificate has coverage limitations and exclusions. Please review the Limitations and Exclusions section.

Forms and Endorsements that apply: Application, Bridge031513.

Executed by Petersen International Underwriters on:

Date

By:\_\_\_\_

## **DEFINITIONS**

## THE TERMS:

Accident means accidental bodily injuries sustained by the insured person which are the direct cause of loss, independent of disease or bodily infirmity and occurring while the insurance is in force.

**Coinsurance** means the amount of eligible expenses incurred after the deductible which is shared on a percentage basis by you and by us up to the specified stop loss amount.

**Deductible** means the amount of eligible expenses incurred and paid by you prior to any benefits being paid by us.

**Eligible Expenses** are expenses incurred by you which are medically necessary, within the scope of medical standards, and are usual, customary, and reasonable charges.

**Home Health Care** is a program of medically necessary care recommended by a Physician for you. This includes:

- 1) Your Home;
- 2) A private home;
- 3) An institution which provides residential or custodial care.

**Hospice Facility** is a facility which provides a hospice program, is separate from any other facility, and provides care for terminally ill persons with a prognosis of six months or less in which to live.

**Hospital** means a lawfully operated institution which:

1) Has resident facilities for sick and injured patients; and has 24-hour nursing service by or under the supervision of a graduate registered nurse (RN); and has at least one physician on staff who is on call at all times; and mainly provides diagnostic, medical and surgical treatment for a fee; or

2) Does not meet the above requirements but is accredited by the Joint Commission on Accreditation of Hospitals or the American Osteopathic Association.

**Medically Necessary** means services of a physician which are required due to an accident or sickness as defined.

**Medicare** is as defined under the Health Insurance for the Aged Act, Subchapter XVIII of the Social Security Amendments of 1965 as then constituted or later amended (42 U.S.C. 1395 <u>et seq.</u>)

**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.

## **DEFINITIONS** (Continued)

**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 a sickness or accident must be within the knowledge or expertise of the physician.

**Pre-existing Condition** means a physical, mental or chemical condition which arose from any Accident or Sickness for which you sought medical advice or treatment within twelve (12) months prior to the effective date of this certificate or which caused symptoms for which an ordinarily prudent person would have sought medical advice within that twelve (12) months.

**Sickness** means a sickness or disease of an insured person which first manifests itself after the effective date of insurance and while the insurance is in force.

**Skilled Nursing Facility** is an institution which recognizes and utilizes professional methods, and is under the direction and supervision of a licensed Registered Nurse with care provided by a licensed Registered Nurse (RN), Licensed Practical Nurse (LPN), or a Licensed Vocational Nurse (LVN) on a 24-hour basis. Custodial care is not covered.

**Stop Loss** means the total dollar amount of eligible expenses shared on a percentage basis by you and by us after the deductible.

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

**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.

Usual, Customary and Reasonable expenses are the average of the normal charges for either service or supply in the absence of insurance. It is limited to the prevailing charge in the area for a like service or supply.

**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 each named insured.

## THE BRIDGE BENEFIT PROVISIONS

## **DESCRIPTION OF BENEFITS**

We will reimburse benefits listed below and as shown in the Schedule of Benefits, subject to the terms and limitations of this certificate.

The plan contains a deductible which must be satisfied before any benefits begin. After the deductible, eligible expenses will be paid at 80% for the next \$10,000. After the deductible and coinsurance have been satisfied, benefits shall be paid at 100% of eligible expenses to the plan maximum as described in the Schedule of Benefits.

## PART A-HOSPITALIZATION BENEFITS

Covered expenses under Part A include: Semi-private room and board charges, general nursing, miscellaneous hospital services and supplies, drugs, x-rays, laboratory tests and operating room expenses. Benefits are applicable to the following facilities and as described:

#### **Hospital Facilities**

Benefits include standard hospitalization and emergency treatments.

#### **Hospice Facilities**

A physician must certify the need of such care. Eligible expenses include out-patient treatment. **Skilled Nursing Facilities** 

Qualification requires a medically necessary hospital confinement of three days or longer, must begin within thirty days following hospital confinement, and must be recommended and authorized by a treating physician.

#### **Home Health Care Services**

Skilled care at home is covered if such care is deemed medically necessary.

## PART B-PHYSICIAN AND SURGEONS BENEFITS

The costs of physicians and surgeons are covered on either an in-patient or out-patient basis. Supplies, therapy and ambulance services are covered if prescribed as medically necessary.

#### **Conditions and Understandings**

1) Benefits are paid directly to you to reimburse you for eligible medical expenses which have been paid by you, unless we agree to pay the provider directly. Unless and until we agree, this is a reimbursement certificate.

2) This certificate is issued on the basis of information given in the Application. A copy of the Application becomes a part of the certificate.

3) Material misstatement or concealment of health information made by or on behalf of you may render the insurance null and void.

4) Notice of claim is to be given at the earliest possible date.

5) This certificate is renewable at the option of the Underwriters.

6) Benefits shall be paid for all eligible expenses which are necessarily incurred due to an illness manifesting itself or an accidental bodily injury occurring during the period of insurance.7) These benefits are available only if there is no other source of funding available through any government insurance or private programs.

## THE BRIDGE BENEFIT PROVISIONS (Continued)

## LIMITATIONS AND EXCLUSIONS

#### Expenses which have limitations include:

Alzheimers is limited to a lifetime maximum benefit of \$25,000.

Cardiac and/or Cancer related conditions are limited to a maximum benefit of \$25,000 the first 180 days after inception of the first Certificate. After 180 days, benefits will be paid as for any other condition.

Cataract surgery and procedures are limited to a maximum benefit of \$2,000.

## Expenses which are not covered include:

Any expense which you are not legally obligated to pay; services which are not medically necessary or are not furnished by and under supervision of a physician; any elective surgery; any type of expense for which payment was made by Medicare or any other private or public program; expenses incurred in excess of usual, customary, and reasonable charges in the same area; Pre-existing Conditions; outpatient drugs; self-inflicted injuries while sane; treatment for alcoholism, drug addiction, allergies, and Mental or Nervous Disorders; rest cures, quarantine or isolation; cosmetic surgery unless necessitated by an accidental injury; dental exam; dental x-rays, and general dental care, except as a result of an accidental injury; eye glasses; hearing aids; general or routine exams; injuries sustained from participation in hazardous sport (mountaineering, hang gliding, scuba diving, etc.); coverage outside of the United States boundaries; injuries due to War or any act of War whether declared or undeclared; injuries 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); while committing a criminal or felonious act; or expenses for or resulting from Subjective Pain.

This certificate will automatically cease upon your eligibility for the United States Medicare System. It is your responsibility to enroll in Medicare when you are first eligible.

## **CLAIM PROVISIONS**

**NOTICE OF CLAIM:** Written notice of a claim must be given to Us within twenty (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 Boulevard, Second Floor, 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 ninety (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 one (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 thirty (30) days or until You are released from the Hospital, whichever is sooner.

## **GENERAL PROVISIONS**

**PREMIUMS:** Premiums must be paid in advance and are fully earned to the Expiry Date.

**GRACE PERIOD:** After payment of the first premium installment, Underwriters will allow You a grace period of thirty-one (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 Boulevard, Second Floor, Valencia, CA 91355.

**CORRESPONDENCE TO INSURED(S):** Any form of communication 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. Non-disclosed Preexisting Conditions may be grounds for rescission of the insurance described in this Certificate. A copy of Your application 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.

## **GENERAL PROVISIONS (Continued)**

**ENTIRE CONTRACT**: The insurance described in this Certificate or in any attached endorsements or other papers, and Your application 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.

**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 sixty (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 ninety (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.

08/94 LSW1001 (Insurance)