

UNDERWRITERS AT LLOYD'S OF LONDON

BICYCLE PERSONAL ACCIDENT AND PROPERTY COVERAGE

SCHEDULE

This Schedule is a very brief summary of the benefits. Please read the entire Evidence of Insurance for a more complete description of the benefits outlined in this Schedule.

Item 1

Master Policyholder: Yield To Life

Item 2

Master Policy Number: T152253

Item 3

Participant Number: BI00000

Item 4

Participant Name: John Doe

Item 5

Participant Address: 123 Main Street, Small Town, OH 12345

Participant Effective Date: 06/01/2015 12:01AM, Standard Time at the address of the Participant.

Participant Expiration Date: 06/01/2016 12:01AM, Standard Time at the address of the Participant.

Additional Conditions and Limitations:

Premium Payment Mode	Annual
Age Limit (see General Provisions for more details)	AGE 70

Item 6

Bicycle Details:

Serial Number: AAAA1234568B

Make & Manufacturer: Bike Manufacturer, Bike2015

Date Purchased: 2015 New

Amounts of Insurance:

Coverage A and B

Accidental Death Benefit and Accidental Dismemberment Benefit:

- Coverage A - Accidental Death Lump Sum Benefit USD 5,000
- Coverage B - Accidental Dismemberment Benefit USD 5,000
- Maximum Any One Loss from Coverage A & B: USD 5,000
- Reporting Period: Claims must be reported within 90 days from date of accident

Accidental Dismemberment Benefit: If *injury* to the Participant results within 365 days of the date of the covered *accident* that caused the *injury*, in any one of the Losses specified below, *We* will pay the percentage of the Accidental Dismemberment Benefit shown in the following Schedules of Losses for that Loss.

Schedule of Accidental Dismemberment Benefits for Loss of:
Benefit

% of Accidental Dismemberment

Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
One Hand and the Sight of One Eye	100%
One Foot and the Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
One Hand or One Foot	50%
Speech	50%
The Sight of One Eye	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%

Schedule of Functional Loss of Use:
Dismemberment Benefit

% of Accidental

Permanent and Irrecoverable loss of:	
Use of 4 Limbs	100%
Use of 3 Limbs	75%
Use of 2 Limbs	50%
Use of 1 Limb	25%

If more than one Dismemberment or Functional Loss of Use results from any one accident, the benefit payable is the total of the percentages indicated above. However, the most we will pay for all loss resulting from one accident is 100% of the Accidental Dismemberment Benefit. **HOWEVER IN NO CASE WILL THE TOTAL PAYMENT FROM COVERAGES A & B EXCEED THE MAXIMUM ANY ONE LOSS AMOUNT SHOWN ABOVE.**

Coverage C.

Accident Medical Expense Benefits:

- Maximum Medical Benefit Each Participant Per Occurrence: USD 10,000.00
- *Medical Deductible* Each Participant Per Occurrence: USD 100.00
- Medical Reporting Period: Claims must be reported within: 90 days from the date of the accident
- Medical Incurral Period: Benefits are payable for: 52 weeks from the date of the accident
- First Expenses: Must be incurred within: 60 days from the date of the accident

Coverage D.

Bicycle Physical Damage Sum(s) Insured Limits:

- Maximum Sum Insured in respect of Bicycle Physical Damage Per Occurrence: USD 10,000.00
- Bicycle Physical Damage Deductible Per Occurrence: USD 100.00
- Maximum Sum Insured in respect of Bicycle Accessories Per Occurrence: USD 500.00

Draft: Certificate Language may vary by State

POLICY WORDING

INSURING AGREEMENT

In return for the premium payment and compliance with all applicable provisions of this policy and any endorsements, we agree to provide the insurance coverages as shown on the Schedule Page, which is part of this policy.

By accepting this policy, you agree that the statements on the Schedule Page and any application are your agreements and representations. This policy is issued in reliance upon the truth of your representations during the application process and it includes all agreements existing between you and us or any of your representatives. Any application, whether written or electronic, is a part of this policy.

DEFINITIONS

Throughout this policy most words and phrases that have special meanings appear in bold. Only the pronouns "we", "our", "us", "you" and "your" are defined but do not appear in bold. This section defines some of the more general terms used in this policy. Bold terms that are not listed in this appear.

1. You and your refer to the 'Participant' named on the Schedule Page.
2. The words we, us, and our, refer to Underwriters at Lloyd's of London, which is providing this insurance
3. **Accessories** means equipment added and fixed to the **bicycle** in addition to the manufacturer's original specifications and the value of which is included within the sum insured stated on the Schedule Page.
4. **Actual cash value** means the cost to repair or replace the lost or damaged property less depreciation.
5. **Bicycle** means any cycle powered by human pedaling and includes fixed **accessories** and removable parts
6. **Bodily Injury** means physical injury sustained by a person including death.
7. **Constructive total loss** means that the cost to recover and/or repair the **insured bicycle** will exceed the applicable limit of insurance less applicable salvage for the damaged unit.
8. **Participant** means you and any person, firm, corporation or legal entity that may be operating the **Insured bicycle** with your prior permission.
9. **Insured bicycle** means:
 - a. The **bicycle** shown on the Schedule Page; or
 - b. A **newly acquired bicycle**
10. Participant **Address** means the 'Participant Address' on the Schedule Page where the **insured bicycle** is usually kept.
11. **Motor Vehicle** means any vehicle that is self-propelled and is required to be registered under the laws of the state in which you reside at the time this policy is issued.
12. **Newly acquired bicycle** means any **bicycle** you acquire during the policy period, provided you pay additional premiums due. You must notify us within 30 days of acquiring the **bicycle** of your intention to have this policy apply to the **newly acquired bicycle** and pay any additional premiums due. Should a loss occur involving the **newly acquired bicycle** prior to you notifying us, the **newly acquired bicycle** will have the broadest coverage you have purchased for any **insured bicycle**.
13. **Occurrence** means a single event or an accident or series of accidents caused by a single event.
14. **Property Damage** means a single event or an accident or series of accidents caused by a single event.

GENERAL CONDITIONS

1. Use of the Insured Bicycle

If you violate the following condition, coverage will be suspended until you are no longer in violation: The **insured bicycle** is for private pleasure use only. Coverage is not provided for charter, hire lease or any other commercial use. Acting in the capacity of professional cyclist is not considered commercial use.

2. Policy Period / Territory

This policy only applies to loss which occurs during the policy period as shown on the Schedule Page and:

- a. On land within the United States of America and Canada; or
- b. While the **insured bicycle** is in transit by land or air from and to a location within the United States of America and Canada.

3. Misrepresentation or Fraud

All Insurance provided by this policy will be null and void if you, at any time, either internationally conceal or misrepresent any fact, regardless of materiality, or if you misrepresent or conceal any material fact regardless of intent. No action or inaction by us will be deemed a waiver of this provision.

4. Notice of Cancellation

You may cancel this policy by returning it to us or our authorised agent, or by advertising us or our authorized agent in writing, stating the future date you want the policy to be cancelled.

- a. Ten (10) days before the cancellation takes effect if:
 - i. The cancellation is for non premium payment; or
 - ii. This policy has been in effect for less than sixty (60) days and is not a renewal policy.
- b. Thirty (30) days before the cancellation takes effect in all other cases.

After this policy has been in effect for sixty (60) days, or if this is a renewal policy, we will cancel only:

- a. For nonpayment of premium due;
- b. For misrepresentation or fraud;
- c. For substantial breach of your duties under this policy;
- d. If the risk changed substantially since the policy was issued; or
- e. Failure to comply with our underwriting requirements within sixty (60) days of the term effective date.

Proof of mailing of this notice to you will be sufficient proof that notice of cancellation stated in the notice will become the end of the policy period.

This policy will terminate without any written notice and all premiums will be deemed fully earned by us when we pay for a total loss or a **constructive total loss**.

5. Return Premium

If this policy is cancelled, you may be entitled to a premium refund. If we cancel the policy, any return premium will be computed on a pro-rata basis. If you cancel the policy, any return premium will be computed on a 90% pro-rata basis. The return premium cancellation is subject to our minimum earned premium. Any return premium will be paid to you within a reasonable amount of time after the cancellation.

6. Conformity to Statute

Any Provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

7. Policy Changes

No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

When we broaden coverage during the policy period, without charge, the policy will automatically provide the broadened coverage when effective in your state.

8. Legal Action Against Us

No suit or action may be brought against us unless there has been full compliance with all terms of this policy.

- a. With respect to coverage provided under **PHYSICAL DAMAGE**, no suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss.
- b. Nothing in this policy gives any person or organisation the right to join us as defendants in a suit brought against you.

9. No Benefit to Others

No person or organisation, which has custody of the insured bicycle and is to be paid for services, will benefit from this insurance.

10. Transfer of Interest

We do not provide coverage under this policy if you sell, assign, transfer or pledge the insured property unless prior written consent has been obtained for this.

In the event of your death, this policy will remain in effect until the end of the policy period for:

- a. Persons covered under this policy at the time of your death;
- b. Your legal representative while acting within the scope of duties of a legal representative; or
- c. Any person having proper custody of the **insured bicycle** until a legal representative is appointed.

11. Right of Recovery

You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you. If you, or anyone acting on your behalf, take any action that impairs our right to recover, we may consider this policy void and without effect as to such loss.

12. Claim or Suit Against You

You must immediately notify us and send us and send every demand notice, summons or other legal papers received by you or your representative if a claim is made or a suit is brought against you for liability that is covered under this policy. We will pay the ensuing cost of the suit and have the sole right to control the defense of the suit. We also have the option of naming attorneys to represent you in the suit.

13. General Duties Following a Loss

You must report immediately to us or our authorised agent any accident, loss, damage or expense which may be covered under this policy. This report should give full details about when and where the loss occurred, how it happened and the name and address of all the people involved including all witnesses. You are required to immediately notify the authorities of any theft, vandalism or malicious damage to your insured property or if any injury is involved. You must also permit us to inspect any damage before repairs are made.

After requested by us, you must file within ninety (90) days thereof, with us or our authorised representative agent, a written statement about the details of the loss. This statement must be signed and sworn by you.

You, as often as we may reasonably require, will:

- a. Exhibit to any person we designate all that remains of any property that may be covered under this policy;
- b. Submit and subscribe to examinations under oath by any person named by us. If more than one person is examined, we have the right to examine and receive statements separately from each person and not in the presence of others; and
- c. Produce for examination and permit extracts and copies of books or account, bills, invoices, other vouchers and any other tangible items related to the claimed loss, or certified copies thereof if the originals are lost, at such reasonable time and place as may be designated by us or our representative.

You must cooperate with us in the investigation, defense or settlement of any loss.

If you do not comply with these general duties, no coverage for the loss will be provided.

14. Nonrenewal

If we decide not to renew your policy, we or our authorised representative will mail to the first named 'Insured', at the address shown on the Schedule Page, written notice of nonrenewal. The written notice will be mailed to the first named 'Insured' at least thirty (30) days before the end of the policy term. If we decide not to renew your policy, our mailing of notice to the address of the first named 'Insured' shown on the Schedules Page will be proof of notice of cancellation as of the date we mailed it.

GENERAL EXCLUSIONS

No coverage is provided under this policy for loss or damage, liabilities incurred by any person, injury or damages or expenses of any type of loss caused by, resulting from or arising out of;

1. Extended Radioactive Contamination
 - a. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - c. Any weapon or device employing atomic or nuclear fission and/or other like reaction or radioactive force or matter;
 - d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purpose.

However, if while the **insured bicycle** is within the policy territory, a fire arises directly or indirectly from one or more of the above clauses in item a., b., and d., then any loss or damage arising directly from that fire will, subject to the provisions of this policy, be covered. No coverage is provided for any loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

2. War or any warlike operation. This includes declared and undeclared wars, civil wars, revolutions or any civil unrest.
3. Delay, confiscation, nationalization or detention by Customs or other government or public authority.
4. Willful or intentional misconduct or criminal act on the part of any **insured** or during any illegal activity on the part of any **insured**. This exclusion includes loss, damage, injury or liability occurring while an **insured** is operating the **insured bicycle** with a blood or breath alcohol level equal to or in excess of the legal limit applicable for the operation of motor vehicles in the state where you reside.

PHYSICAL DAMAGE

Bicycle Physical Damage Coverage

Coverage

We will cover sudden, accidental direct and physical damage to the **insured bicycle**, subject to a claim being submitted and approved under Coverage A, B or C of the Policy.

What We Pay

We will pay for the amount necessary to repair or replace the **insured bicycle** with like kind and quality less the deductible shown on the Schedule Page for 'Bicycle Physical Damage'.

We will pay for repairs that are made in accordance with the manufacturer's specifications or accepted repair practices.

If the **insured bicycle** was damaged before the loss, we will not pay to repair the prior damage. In the event of a total loss or **constructive total loss**, the amount we will pay will be reduced by the cost that would have been incurred had the prior damage been repaired.

Exclusions

We will not pay for loss, damage or expense caused by, to, or resulting from:

1. Damage to the **insured bicycle** unless a claim has been made under Coverage A, B or C of the Policy.
2. Theft of any **insured bicycle**;
3. Any **insured bicycle** which is left in an organized competitive cycling event's starting or transition area awaiting use by an **insured** for more than 24 hours either prior to the commencement or following the conclusion of the event;
4. Wear and tear and wet or dry rot;
5. Your tires for road damage or failure;
6. Abandonment by you or anyone using the **insured bicycle** with your permission;
7. Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **insured bicycle**;
8. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in color or finish, dust, chemical action or reaction;
9. Mechanical breakdown;
10. Diminution of value;
11. Failure of use or maintain the **insured bicycle** in accordance with the manufacturer's instructions;
12. Faulty or defective design, materials or workmanship or latent defects in operation;
13. Repair or maintenance work.

Accessories

Coverage

We will cover sudden, accidental direct physical damage to **Accessories** for the **insured bicycle**.

What We Pay

We will pay the **actual cash value** for the **Accessories** up to USD 500 per **occurrence** and USD 1,000 total in any single policy period. No deductible will be applied against this coverage.

Exclusions

We will not pay for loss, damage or expense caused by, to, or resulting from:

1. Damage to the **Accessories** unless a claim has been made under Coverage A, B or C of the Policy.
2. Theft of any **Accessories**;
3. Any **Accessories** left in an organized competitive cycling event's starting or transition area awaiting use by an **insured** for more than 24 hours either prior to the commencement or following the conclusion of the event;
4. Wear and tear and wet or dry rot;
5. Your tires for road damage or failure;
6. Abandonment by you or anyone using the **Accessories** with your permission;
7. Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **Accessories**;
8. Corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in color or finish, dust, chemical action or reaction;
9. Mechanical breakdown;
10. Diminution of value;
11. Failure to use or maintain **Accessories** in accordance with the manufactures instructions;
12. Faulty or defective design, materials or workmanship or latent defect and defects in operation;
13. Repair or maintenance work.

Physical Damage Loss Conditions

Appraisal

If you dispute our evaluation of the amount of the loss under **PHYSICAL DAMAGE**, then you must submit a written request for appraisal within one year of the date of loss. You and we will then each appoint and pay for a competent and disinterested appraiser. If the two appraisers cannot agree on the amount of the loss, the appraisers or a judge of the local court of record will select an umpire who will decide any differences. The expense of the umpire and all other expenses of the appraisal will be shared equally by you and us. An award in writing by any two such persons will determine the amount of your loss. You and we will be bound by that amount.

Appraisal is not available where there is a dispute as to the existence of coverage. Nothing herein will prejudice or in any way impact our right to contest coverage and to bring suit in a court of competent jurisdiction.

Other Insurance

Coverage provided under **PHYSICAL DAMAGE** is primarily over any other valid and collectable insurance.

MEDICAL PAYMENTS

Coverage

We will cover the reasonable charges for necessary medical, surgery, x-ray, dental, ambulance, hospital and professional nursing services and funeral service expenses incurred within one year from the date of an accident causing **bodily injury** to an **insured** while operating or occupying an **insured bicycle**.

The injured person must submit to an examination by a physical selected by us when and as often as we reasonably require.

What We Pay

We will pay no more than the per person limit for 'Medical Payments' shown on the Schedule Page for any **occurrence**. This is the most we will pay regardless of the number of claims made or **bicycles** or premiums shown on the Schedule Page or the number of **bicycles** involved.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage provided by this policy.

Each person seeking payment under this coverage must:

1. provide us with written authorization for release to us copies of pertinent medical reports and records;
2. Submit valid proof of loss within one year of the incurred expenses; and
3. Provide information as required for compliance with Federal Medicare, Medicaid and SCHIP Extension Act of 2007 (MMESA)

Exclusions

Payments under this section will not be made to, or on behalf of, any person:

1. Injured while trespassing;
2. For whom liability is assumed under any contract or agreement other than a contract signed as an entry to any type of race;
3. Hired to work for or on behalf of the **insured**; or
4. For **bodily injury** or any other payment or obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, or any state or federal worker's compensation or workmen's compensation law or migrant or seasonal law.

Addition of Liability

Any payment under this section is not an admission of liability by you to us.

Other Insurance

Coverage provided under **MEDICAL PAYMENTS** is excess of any other collectible insurance providing payment for medical expenses.

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, 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, LLP, 750 Seventh Avenue, New York, New York 10019-6829, U S A 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 to give a written undertaking to the Insured 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 therefor, 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 any beneficiary hereunder arising out of this contract of insurance, 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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**NUCLEAR/RADIOACTIVE EXCLUSION CLAUSE
(for attachment to Personal Accident and/or Illness Policies)**

This Insurance does not cover claims in any way caused or contributed to by:

nuclear reaction, nuclear radiation or radioactive contamination.

12/03
LSW1210

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 that is 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.

06/03

LSW1135B

INSURERS' REPRESENTATIVES:

All communications other than Notice of **Accidental Bodily Injury** and Service of Suit regarding this Policy shall be given to:

Name: Oxford Insurance Brokers
Address: 6 Bevis Marks
London
EC3A 7BA

Notice of **Accidental Bodily Injury** to be given to:

Name: Oxford Insurance Brokers
Address: 6 Bevis Marks
London
EC3A 7BA

Service of Suit may be made upon:

Name: MENDES & MOUNT
750 Seventh Avenue
New York, New York 10019-6829
U S A

It is hereby declared and agreed that wherever the words Assured and Underwriters appear in this Policy, they shall be deemed to read Insured and Insurers respectively.

All other terms and conditions remain unaltered.

Draft: Certificate Language may vary by State

ADDITIONAL CLAUSES

PREMIUM PAYMENT CONDITION

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of non payment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 90 days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 90 day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 90 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, the contract shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

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

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

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 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 therefor, 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.

14/09/2005

LMA5020

Form approved by Lloyd's Market Association

IMPORTANT NOTICE REGARDING THE PATIENT PROTECTION AND AFFORDABLE CARE ACT:

This insurance is not subject to, and does not provide certain of the insurance benefits required by the United States Patient Protection and Affordable Care Act (ACA). This insurance does not provide and insurers may not intend to provide minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the policy.

ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA compliant coverage. You should consult your attorney or tax professional to determine if ACA's requirements are applicable to you. Should the coverage provided under this plan be altered by the insurer and subsequently be deemed to be exempt from the requirements of ACA we will notify you immediately.

Draft: Certificate Language may vary by State

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10 LMA3100

Draft: Certificate Language may vary by State