

3. Immediate notice in writing must be sent to the Underwriters of any accident to the trainee and the trainee must as early as possible place himself under the care of a duly qualified Medical Practitioner. When notice is not received by the Underwriters within seven days after the occurrence of the accident, a fair and reasonable explanation for the delay must be given, otherwise the claim will not be admitted. In the event of death immediate notice must be sent to the Underwriters. In no case will the Underwriters be liable to make payment to the trainee or to his representatives unless the medical or other officer of the Underwriters appointed by them for the purpose shall be allowed to make any Medical or Surgical examination of the trainee on the occasion of any alleged injury within the meaning of this Policy, and so often as the same may be required on behalf of the Underwriters, and in the event of death to make any post-mortem examination of the body of the trainee as the Underwriters are advised is necessary for the purpose of ascertaining the extent of the alleged injuries and disablement, or the true cause of death, and no surgical examination of the body of the trainee shall be made at the instance of the representative of the trainee without due notice having been first given to the Underwriters so as to enable the Underwriters to have their medical officer present at the same time.
  4. No payment shall be due in respect of any claim for weekly sums under this policy, until such claim shall have been settled and adjusted to the satisfaction of the Underwriters; any payment to made or adjusted in respect of weekly sums shall be deducted from any lump sum thereafter becoming claimable in respect of the same accident, under Item 1 of the Schedule of Compensation the balance only of such lump sum then being payable.
  5. No further liability shall attach to the Underwriters in respect of any one specified trainee under this Policy after the happening of any bodily injury which results in a claim for Death or Disablement as defined in Item 1 in the Schedule of Compensation, Provided also that the total sum payable to any one specified trainee under this policy in respect of any one or more accidents occurring during the period of Insurance shall not exceed in all the largest sum insured under benefit 1 in the Schedule of Compensation.
  6. It is agreed that this insurance may not be cancelled by Underwriters unless the group certificate of which this insurance is a part is cancelled. If the group certificate is so terminated the City shall not be liable for any further premium payments.
  7. It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction, and service of process in such suit may be made upon SURPLUS LINE ADJUSTING COMPANY and/or MENDES AND MOUNT, 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.
- SURPLUS LINE ADJUSTING COMPANY and/or MENDES AND MOUNT are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the trainee or of his legal representative to give a written undertaking to the trainee or to his legal personal representative that they will enter a general appearance upon Underwriters behalf in the event such a suit shall be instituted.
- All payments in respect of claims will be made to the Assured or his authorized representative at his address in the United States.
8. Any fraud, misstatement or concealment in relation to any matter affecting this insurance or the making by the Assured and/or trainee or by the Assureds and/or trainees legal personal representative of any claims hereunder shall be forfeited.

ACCIDENT INSURANCE

By

R. E. YOGT

315 Mercantile Commerce Building

Dallas, Texas

IMPORTANT NOTICE

In case of accident or sickness for which claim is to be made under this certificate, certificate holders are requested to give immediate notice direct to—

SWEET & CRAWFORD

Dallas, Texas

who adjust claims under this form of certificate.