Davies Life & Health, Inc., A Third Party Administrator for:
Certain Underwriters at Lloyd's, London
1500 Main Street, Suite 1400
PO Box 15189
Springfield, MA 01115-5189

Phone
(413) 747-0990
(800) 883-0596

Fax
(413) 747-1545

March 2, 2026

Nancy L. Cavey, Esq.
The Law Offices of Nancy L. Cavey
1700 66th Street N., Suite 504
St. Petersburg, FL 33710

Re: Jaswinder S. Grover, MD
Certificate Number: RC706116841
Claim Number: 17552

Dear Ms. Cavey:

We write regarding the February 9, 2026 report you provided from Dr. Grover's physician, Dr. Poelstra, and to provide you with a responsive report we recently received from our Independent Medical Examiner, Dr. Mehta.

In addition, we write to advise you that based on the information obtained to date Certain Underwriters at Lloyd's, London ("Underwriters") have determined that Dr. Grover has not demonstrated that he has received appropriate care for his disabling condition as required by the Certificate. Because Dr. Poelstra and Dr. Mehta have expressed opposing opinions on this subject, Underwriters have determined that the issue must be resolved in accordance with the **ARBITRATION CLAUSE** of the Certificate. The outcome of the arbitration process will determine whether the Permanent Total Disability benefit is payable for Dr. Grover's claim. The basis for this determination and details regarding the arbitration process are outlined below.

In response to your February 16, 2026 letter, please be advised that Underwriters and this office categorically reject all allegations of "bad faith" or any other unreasonable or wrongful conduct in the handling of this claim and Underwriters respectfully decline your demand to pay the Permanent Total Disability benefit at this time.

Please advise whether your client will agree to submit the above-referenced "appropriate care" dispute to binding arbitration as set forth in the Certificate.

Response to Dr. Poelstra's Report

In our January 15, 2026 letter we provided you with Dr. Mehta's written opinions concerning this claim and requested Dr. Poelstra's response to three questions regarding Dr. Grover's treatment to date. In his February 9, 2026 report, Dr. Poelstra responds to Question 1 ("Is surgery currently an appropriate treatment option for Dr. Grover's neck condition?") as follows:

> *I do believe that surgical intervention at this point in time might help to try to improve Dr. Grover's symptoms, although I do not feel that it is likely that surgical intervention now will result in his ability to regain the functional capacity to be able to return to performing invasive spinal surgery safely.*

In response to Question 2 ("Approximately when did surgical intervention first become an appropriate treatment option for Dr. Grover to pursue based on his complaints, clinical findings and course of treatment?"), Dr. Poelstra states:

> *I believe that spine surgical intervention became an appropriate step in treatment after completion and exhaustion of all reasonable and appropriate non-surgical conservative options of care.*
>
> *To be specific, I would not have felt comfortable offering surgical intervention after Dr. Grover tried physical therapy, oral anti-inflammatory medication and some type of analgesic medication, along with work/activity modifications and a trial of cervical traction with attempts of at least one cervical transforaminal steroid injection.*
>
> *Those treatments were completed in September 2023 with the hope that his symptoms of pain would improve.*

Finally, in response to Question 3 ("Do you have an opinion regarding the likelihood of an eventual return to work as a spine surgeon if Dr. Grover had elected to proceed with surgery before June 2023? If so, please explain."), Dr. Poelstra states:

> *I do not believe that Dr. Grover was a candidate for spinal surgery in or before June 2023.*

As explained in our January 15, 2026 letter, Dr. Mehta has opined that the appropriate course of treatment for Dr. Grover's cervical radiculopathy required completion of conservative treatment and surgical intervention at an earlier point in time, which likely would have resulted in a successful return to the regular duties of his occupation as a spine surgeon.

In his February 9, 2026 report, Dr. Poelstra does not address whether earlier surgical intervention would have been likely to facilitate a return to work. Instead, Dr. Poelstra states that surgery was not an appropriate treatment option before June 2023 because, in his opinion, Dr. Grover was not a surgical candidate until he had at least one cervical transforaminal steroid injection which did not occur until September 2023.

We recently provided Dr. Poelstra's February 9, 2026 report to Dr. Mehta for review with additional questions for him to address in connection with our evaluation. Dr. Mehta's February 22, 2026 response to these questions is lengthy, and is summarized below. Please see the enclosed February 22, 2026 report from Dr. Mehta for his complete response.

In his February 22, 2026 report, Dr. Mehta confirms that Dr. Poelstra's February 9, 2026 report does not alter his previously stated opinions regarding the appropriateness of Dr. Grover's treatment to date. In response to Questions 2 and 3, Dr. Mehta explains why Dr. Poelstra's opinion regarding Dr. Grover's surgical candidacy before June 2023 *"reflects a fundamental misunderstanding of the accepted clinical decision-making algorithm in spine surgery."*

In response to Question 4 regarding what outcome Dr. Grover could have reasonably expected had he progressed through the appropriate conservative management and opted for surgical intervention in a timely manner, Dr. Mehta explains, in part:

> *Had Dr. Grover proceeded with definitive surgical intervention within a reasonable timeframe, it is medically probable that he would have experienced significant improvement in his preoperative symptoms and neurological examination findings, and would likely have been able to return to the practice of spine surgery.*

In response to Question 5, Dr. Mehta states, in part:

> *Dr. Poelstra asserts that Dr. Grover could not have reasonably anticipated that his condition would substantially worsen following the cervical injection performed in September 2023, such that he would subsequently be unable to perform invasive spine surgery. This assertion is inconsistent with the clinical course documented in the medical record.*
>
> *The records indicate that Dr. Grover had already significantly reduced his operative caseload by the early fall of 2022 due to worsening symptoms attributable to cervical radiculopathy. Despite extensive trials of physical therapy and pharmacologic management, his symptoms continued to progress. In my opinion, Dr. Grover and his treating physicians should have recognized within six months of symptom onset that continued nonoperative management was unlikely to be successful and that further delay in definitive surgical intervention carried a substantial risk of ongoing and irreversible neurological decline.*

Request for Arbitration

For reasons summarized above and in previous correspondence, Dr. Mehta and Dr. Poelstra disagree over whether Dr. Grover has received appropriate care for his disabling condition (cervical radiculopathy).

Dr. Mehta has opined that appropriate care for Dr. Grover's condition should have included surgical intervention which, if completed within a reasonable timeframe, would have enabled Dr. Grover to return to his regular duties as a spine surgeon. Dr. Poelstra has opined that Dr. Grover was not a surgical candidate until after he received the transforaminal steroid injection in September 2023, and that the nature and timing of the treatment received to date has been appropriate and within the standard of care.

The Certificate's Benefit Coverage Insert provides as follows:

> ***PERMANENT TOTAL DISABILITY FOR ACCIDENT AND SICKNESS BENEFIT***
>
> *We will pay the Permanent Total Disability Benefit shown on the Schedule for a periodic loss of income if:*
>
> 1. *The Insured becomes Permanently and Totally Disabled as defined below as a direct result of:*

(a) an Injury which occurs when this benefit is in force and causes Permanent Total Disability due to the injury to begin within 730 days of a covered Accident; or
(b) a Sickness which first manifests itself while this benefit is in force and causes Permanent Total Disability to commence within 730 days of a covered Sickness; and

2. *The Insured satisfies the Elimination Period shown on the Schedule; and*

3. *The Insured is under the regular care of a Physician that is appropriate for the condition causing the disability.*

***"PERMANENTLY AND TOTALLY DISABLED"** means, as a result of a covered Injury or Sickness, the Insured is permanently and totally unable to perform the substantial and material duties of his or her regular occupation as shown on the Schedule for the entire Elimination Period and is not expected to recover for the remainder of his or her life. The Insured must also be under the regular care of a Physician that is appropriate for the condition causing the disability.*

No benefit will be paid prior to the completion of the Elimination Period. In no event will We pay more than the Aggregate Limit shown in the Schedule.

This provision is subject to all Certificate Term, conditions and limitations.

The requirement that Dr. Grover be *"under the regular care of a Physician that is appropriate for the condition causing the disability"* is one of three separately numbered provisions that must be satisfied before the Permanent Total Disability benefit is payable. The appropriate care requirement is also part of the Certificate's definition of *"Permanently and Totally Disabled"*.

According to Dr. Mehta, Dr. Grover should have completed conservative treatment and proceeded with surgical intervention in 2022 and, if he had, he likely would have been able to return to his regular duties as a spine surgeon. Dr. Poelstra did not respond to our question regarding the likelihood of a return to work if Dr. Grover had elected to proceed with surgery before June 2023. Instead, Dr. Poelstra states that Dr. Grover was not a candidate for spinal surgery in or before June 2023 because he had not yet received a transforaminal epidural steroid injection. However, Dr. Poelstra does not address the appropriateness of Dr. Grover's decision to defer steroid injections until September 2023, over nineteen (19) months after he first sought treatment for his condition.

Under the Certificate, Dr. Grover was required to receive medically appropriate treatment designed to reduce or eliminate the condition which was impacting his ability to perform the regular duties of his occupation as a spine surgeon and which posed a substantial risk of rendering him permanently and totally disabled from his occupation. Dr. Poelstra does not address whether the nature, extent or timing of the treatment Dr. Grover received since the onset of his symptoms in October 2021 was appropriately designed to restore his functional capacity to perform spine surgery. Dr. Mehta has concluded that Dr. Grover's delay in seeking surgical

intervention while pursuing prolonged conservative treatment despite progressive neurological decline was neither appropriate nor consistent with the standard of care.

Based on the available information, Underwriters have determined that Dr. Grover has not satisfied the appropriate care requirement of the Certificate because he failed to exhaust conservative treatment options (including injections) within a reasonable timeframe and he failed to avail himself of a medically appropriate and minimally invasive surgical procedure that, if reasonably and timely pursued, would likely have allowed him to resume the regular duties of his occupation. As a result, Dr. Grover has not demonstrated that he is *"Permanently and Totally Disabled"* as defined in the Certificate.

The Certificate contains an **ARBITRATION CLAUSE** which states in full:

> *As part of the proof of **Permanent Total Disability** there must be included a certification from a physician that the Insured Person has suffered **Permanent Total Disability** as defined in the Certificate. In the event that Underwriters determine that it has not been demonstrated the Insured Person is **Permanently Totally Disabled**, then the question of **Permanent Total Disability** will be subject to the approval of two independent referees.*
>
> *One referee shall be an independent legally qualified physician* or surgeon, chosen by the Underwriters and the second referee shall be an independent expert of recognised standing in the occupation (as stated in the Schedule) of the Insured Person, and shall be chosen by the Assured.*
>
> *The referees shall have the authority to decide solely whether the Insured Person's **Total Disability** is **Permanent** as defined in the Certificate. The referees are not to decide any other aspect concerning the validity of the claim. The decision of the two referees will be binding upon all parties.*
>
> *In the event that the two referees fail to agree, then they will appoint an Umpire (determined and agreed to by both parties prior to commencement of the arbitration procedure) whose decision will be final and binding upon all parties.*
>
> *Any physicians, medical advisors and/or use of referees and umpire shall be domiciled in the country where the certificate was issued.*
>
> *Each party shall be responsible for their own respective costs, except for those incurred as a result of the involvement of the final umpire where additional costs shall be shared equally.*
>
> **Physician means a legally qualified physician or surgeon other than a physician or surgeon who is related to the Insured Person by blood or marriage.*

For reasons stated above, Underwriters have determined that the Certificate's **ARBITRATION CLAUSE** applies and provides the exclusive process for determining whether that part of the definition of ***"PERMANENTLY AND TOTALLY DISABLED"*** which requires Dr. Grover to be *"under the regular care of a Physician that is appropriate for the condition causing the disability"* has been satisfied. As stated above, the decision of the two party-appointed referees

"will be binding upon all parties" and if the referees fail to agree an Umpire will be appointed by mutual agreement of the parties *"whose decision will be final and binding upon all parties."*

Please advise whether your client agrees to submit this disputed claim to binding arbitration in accordance with the Certificate. If so, please let us know how much time you may need to select an independent referee on behalf of your client and exchange proposed lists for the selection of an Umpire by mutual agreement.

Response to February 16, 2026 Letter

You state in your February 16, 2026 letter that our letter of February 6, 2026 (responding to your letter of January 22, 2026) was received in your office on February 13, 2026. Please note that our records indicate that we sent the letter to Krysti L. Monaco, Esq. of your office via both email and U.S. mail on February 6, 2026.

In your February 16, 2026 letter demanding immediate payment of this claim, you assert that Dr. Grover has satisfied all requirements of the Certificate and you characterize our recent inquiries into the appropriateness of Dr. Grover's treatment for his cervical radiculopathy as bad faith claim handling. For reasons stated below, Underwriters respectfully disagree with your position and reject your demand for payment of the Permanent Total Disability benefit at this time.

First, you state that the questions we have raised regarding the appropriateness and effectiveness of earlier surgical intervention for Dr. Grover's condition *"is nothing but a red herring"* and a *"delaying tactic."* We disagree. As explained above and in our January 15, 2026 letter, the Certificate requires Dr. Grover to receive appropriate care for his disabling condition and the opinions expressed by Dr. Mehta establish that this requirement has not been satisfied. Dr. Grover's noncompliance with this coverage requirement is certainly relevant to whether this claim is payable. Based on the conflicting opinions of Dr. Poelstra and Dr. Mehta on this issue, the claim must now be resolved through binding arbitration as provided in the Certificate.

Second, you state there is no genuine dispute over Dr. Grover's entitlement to the Permanent Total Disability benefit because all physicians agree that he is now permanently unable to safely perform invasive spine surgery. However, this assertion ignores the issue of Dr. Grover's noncompliance with the Certificate's appropriate care requirement. The importance of this coverage requirement is further highlighted by Dr. Mehta's opinion that if Dr. Grover had received appropriate care for his cervical radiculopathy, he would likely have been able to resume the regular duties of his occupation.

Third, you state there is no basis to assert noncompliance with the Certificate's "regular care" requirement because Dr. Grover has complied with all reasonable treatment recommendations. However, the basis for our inquiries and Underwriters' position as outlined in this letter is not the Certificate's "regular care" requirement but, rather, the Certificate's "appropriate care" requirement. For reasons summarized above, Dr. Grover has failed to satisfy this requirement.

Fourth, you maintain that it was *"improper and legally indefensible"* for our medical consultant to follow up with Dr. Mehta by telephone after receiving his initial written reports. We disagree. These communications were reduced to written summaries which were approved by Dr. Mehta himself. The summaries, which we provided to you with our January 15, 2026 letter, do not

reflect any attempts to *"rehabilitate or reshape"* any of Dr. Mehta's previously stated opinions, as you allege. The written summaries reflect that the purpose of the follow-up calls with Dr. Mehta was to understand the clinical basis for the opinions in his May 24, 2025 report that *"if earlier surgical intervention was performed, [Dr. Grover] more likely than not would have regained functional capacity to perform spine surgery"*, and that *"[e]arlier surgical intervention could have been considered approximately six months into his symptomatology."* Based on the Certificate terms, the available medical records and Dr. Mehta's initial written reports, it was not in any way improper or unreasonable to follow up with Dr. Mehta to obtain clarification regarding his opinion on the appropriateness of Dr. Grover's course of treatment to date.

Finally, you assert that the Certificate does not require Dr. Grover to undergo surgery as a condition of receiving the Permanent Total Disability benefit. Underwriters respectfully disagree. As referenced above, the Certificate requires Dr. Grover to be *"under the regular care of a Physician that is appropriate for the condition causing the disability."* As Dr. Mehta has concluded, the appropriate care for Dr. Grover's disabling condition should have included surgical intervention in the 2022-23 timeframe when such care would have reasonably provided meaningful symptomatic relief and enabled him to resume his regular duties as a spine surgeon. The Certificate does not limit the appropriate care requirement to non-surgical care. Your position as outlined in your February 16, 2026 letter applies a Certificate limitation which does not exist and which, according to Dr. Mehta, is contrary to the applicable medical standard of care for treating patients with Dr. Grover's condition.

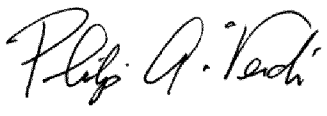
To the extent your February 16, 2026 letter alleges other unreasonable or wrongful conduct by Underwriters or our office, all such allegations are denied for reasons stated above and in prior correspondence.

Reservation of Rights

Please be advised that Underwriters reserve all rights under the terms and conditions of the Certificate. Nothing stated in this letter and no action taken by or on behalf of Underwriters should be construed as a waiver of any rights or defenses under the Certificate or applicable law. Underwriters expressly reserve all rights and defenses under the Certificate and applicable law, and further reserve their rights to supplement and/or amend this letter to assert rights or defenses which may be available now or at any time in the future.

We look forward to hearing from you regarding the above request for binding arbitration as provided in the Certificate. In the meantime, please feel free to call me toll-free at (800) 883-0596, extension 1064, or directly at (413) 523-1064, with any questions regarding this matter.

Sincerely,



Philip A. Verdi, FLHC, ACS, FLMI
Senior Claim Consultant