



PERSONAL ACCIDENT
AND ILLNESS
DISABILITY INSURANCE

Including Accidental Death &
Dismemberment
(AD&D) Extended Scale

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

IMPORTANT NOTICE

Please note that separate insurance is provided under this Policy for **Bodily Injury** caused by an **Accident** and for **Illness**. This insurance only relates to the benefits of the Policy that are shown in the Schedule of Benefits as being included and for which premium has been paid.

The Insured Person must disclose to the Underwriter all facts, matters and circumstances material to this insurance, including, but not limited to whether the Insured Person engages in any occupation, sport or pastime or other activity of a hazardous nature.

The Underwriter hereby agrees with the Insured, to the extent and in the manner herein provided, that if the Insured Person:

- a) Sustains **Bodily Injury** caused by an **Accident**, or
- b) Suffers **Illness**;

The Underwriter will pay to the Insured, or to the Insured's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

Provided Always That:

- 1. No Monthly Benefit shall become payable until the total amount thereof has been ascertained and agreed. This amount should not exceed 70% of the Insured Person's Annual Income pro-rated as necessary for interim payments.
- 2. No Capital Sum Benefit shall become payable until the total amount has been ascertained and agreed.
- 3. No benefit shall be payable under PTD should Illness cause the Death of the Insured Person within twelve months of that Illness first manifesting itself.

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Definitions

1. **Accident** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Policy Period of Insurance and which causes unexpected **Bodily Injury** at the time it occurs, and which solely and independently of any other cause results in the Death, Dismemberment or **Total Disability** of the Insured Person within 365 days of its occurrence.
2. **Annual Income** means the gross salary and other remuneration of constant character received by the Insured Person (excluding any expenses that are reimbursed) during the 12-month period immediately preceding the date of the **Accident** or **Illness** as supported by a Confidential Financial Statement and verified by the Underwriter.
3. **Bodily Injury** means a specific identifiable physical injury which;
 - a) Is caused by an **Accident**, and
 - b) Results directly and independently of all other causes in Death, Dismemberment and/or **Total Disability**. It shall not include any injury arising from an accumulation or series of **Accidents** or traumas.
4. **Elimination Period** means the consecutive number of calendar months at the beginning of a period of **Total Disability**, for which no benefit is payable.
5. **Illness** means sickness or disease of the Insured Person which first manifests itself while this Policy is in force. It must result, directly and independently of all other causes, in **Total Disability** within 365 days from the date of such first manifestation.
6. **Loss of a Limb** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
7. **Loss of Sight** means total and irrecoverable loss of sight that lasts twelve months and at the end of that period is beyond hope of improvement.
8. **Loss of Speech** means that total loss of speech that lasts 12 months and at the end of that period is beyond hope of improvement.
9. **Loss of Hearing** means that total loss of hearing in one or both ears that lasts 12 months and at the end of that period is beyond hope of improvement.
10. **Own Occupation** means the occupation stated in the Face Page of this Policy.
11. **Permanent** means that the Insured Person has suffered continuous **Total Disability** for the **Maximum Benefit Period** stated in the Schedule of Benefits or 12 months whichever is the longer and will be wholly prevented for the remainder of his or her life from performing the major duties pertaining to his or her **Own Occupation** as stated in the Face Page of this Policy.
12. **Pre-Existing Condition** means a condition for which medical advice or treatment was recommended by or received from a medical practitioner at any time during the 36 consecutive month period preceding the inception date of this Policy, or symptoms were present at any time during the 36 month consecutive period preceding the inception date of this Policy, which symptoms would cause a reasonably prudent person to seek advice or treatment from a medical practitioner.

If the Underwriter accepts a **Pre-Existing Condition** under this Policy, the 36 month limitation is waived for the accepted condition only. Non-disclosed **Pre-Existing Conditions** are never covered under the Policy.
13. **Total Disability** means that the Insured Person is wholly and continually prevented from performing the major duties pertaining to his or her **Own Occupation** as stated in the Face Page of this Policy.

Exclusions

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

1. Death by natural causes;
2. Active participation in a war or in warlike operations (see item 14 – Terms & Conditions);
3. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
4. Nuclear reaction, nuclear radiation or radioactive contamination;
5. The Insured Person engaging in or taking part in armed forces service or operations;
6. Partial Disability;
7. The Insured Person engaging in flying of any kind other than as a fare-paying passenger in a commercial aircraft;
8. The Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
9. Any sexually-transmitted disease or any disease caused by or related to the Human Immuno-deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any related virus or illness, howsoever these have been acquired or may be named;
10. The Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);
11. The Insured Person's own criminal act;
12. The Insured Person being under the influence of alcohol or drugs;
13. Pregnancy or childbirth;
14. Neuroses, psychoneuroses, psychopathy or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type;
15. Regularly and/or extensively practiced hazardous sports, including but not limited to: hang-gliding, delta-wing gliding, para-gliding, motorized racing, deep sea diving, parachuting, bungee jumping, and all professional sports;
16. Any **Pre-Existing Condition**, as defined under this Policy, unless accepted by the Underwriter and noted on the Face Page of this Policy.

Hi-Jack/Kidnap Period Extension

If an Insured Person is the victim of a Hi-jack/Kidnap the coverage shall remain in force beyond the Policy End Date stated in the Face Page of this Policy, for a period of 12 months from the date of the Hi-jack/Kidnap or until the situation has been resolved, whichever is sooner.

Definitions applicable to the Extension:

- a) **Hi-jack** means the unlawful seizure or control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling.
- b) **Kidnap** means the wrongful abduction and detention of an Insured Person against their will by deception, by a person or group demanding payment by the Insured in exchange for the release of that Insured Person or a claim by a person or group demanding such payment, to have carried out such a wrongful abduction and detention.

Terms and Conditions

1. If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without first notifying the Underwriter and obtaining the Underwriter's written agreement to the inclusion under this Insurance, (subject to the payment of any additional premium as the Underwriter may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** or **Illness** arising from such activity.
2. Notice must be given to the Underwriter as soon as reasonably practicable of any **Accident** or **Illness** which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriter as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.
3. All medical records, notes and correspondence referring to the subject of a claim or a related **Pre-Existing Condition** shall be made available on request to any medical adviser appointed by or on behalf of the Underwriter and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.
4. Any fraud, concealment, or deliberate mis-statement either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance shall render this Insurance null and void and all claims hereunder shall be forfeited.
5. If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become null and void and all claims hereunder shall be forfeited.
6. The law and jurisdiction applicable to this Insurance contract are as stated in the Face Page of this Policy.
7. Claims paid in respect of Dismemberment will be deducted from any Accidental Death or **Permanent Total Disability** claim.
8. This Policy, including the endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this policy shall be valid until approved by the Underwriter and unless such approval be endorsed hereon or attached hereto. No agent has the authority to change this Policy or to waive any provisions.
9. The territory covered is Worldwide.
10. The Underwriter's obligations under contracts of insurance to which the Underwriter subscribes are several and not joint and are limited solely to the extent of the Underwriter's individual subscriptions. The Underwriter is not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
11. The Underwriter shall not be deemed to provide cover and the Underwriter shall not 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 the Underwriter 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.
12. Always provided that the Insured Person(s) are not active participants, it is agreed that this insurance, is to include any bodily injury directly or indirectly caused by, resulting from, or in connection with war and terrorism.

"Active participants" in warlike operations means an active member of the military forces e.g. Army, Navy, Air Force, Territorial Army or Police or any other special forces activated by Government or other public authorities to defend law and order in case of a warlike operation, or any other person who takes up arms in an active or defensive role.

War or warlike operations (whether war be declared or not):

"Warlike operations" mean: hostilities; invasion; mutiny; riot; civil commotion assuming the proportions of or amounting to an uprising; civil war; rebellion; revolution; insurrection; conspiracy; military or usurped power; martial law or state of siege; act of an enemy foreign to the nationality of the insured person or the country in or over which the act occurs; overthrow of the legally constituted government; explosions of war weapons; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not.

Terrorism:

An act or series of acts, 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear for such purposes.

This extends to any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. Always provided that bodily injury does not arise directly or indirectly, is contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion:

“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent.

“Chemical” agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological” agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Right to Examine

The Insured Person can cancel this Policy within 14 days of receiving it. If no claims have been made under this Policy, the Insurer will refund any premiums paid.

Renewal

1. The Insured Person has the option to annually renew the Policy:
 - a. Provided all premium payments are current, and
 - b. Provided notification to the Underwriter is made no later than the expiration date of the in-force Policy Period of Insurance.
2. The Underwriter retains the right to:
 - a. Increase rates for the renewal policy period,
 - b. Revise the terms of the Policy.
3. Medical evidence is not required on renewal unless one or more of the following occurs:
 - a. Change to a more hazardous occupation,
 - b. Relocation to a more dangerous geographical area,
 - c. Any request to increase benefits.
 - d. If the Insured has suffered **Total Disability** for a period of 90 consecutive days during the previous 12 month period.

Cessation of Coverage

Coverage ceases:

1. At the end of the Policy Period of Insurance following the attainment of the normal retirement age or age 65, whichever is sooner.
2. If premiums cease to be paid by the Insured within the 30 day grace period of the premium due date.
3. Death.

Claims and Appeals

To substantiate a claim for benefits covered by the terms of this Policy, the following initial documents must be submitted by the Insured within 30 days of claim-incurred event:

1. The completed claim form;
2. An official document proving the date of birth of the Insured;
3. Proof of employment at date of Disability/Death;
4. Proof of salary/income, at date of Disability/Death;
5. Income verification may include the following: employer payroll statements, taxable income documents, copies of bank statements, evidence of shareholdings, statements from offshore or out of country bank accounts, copies of bank loan applications including bank verification of application, commission earnings received outside the home country, and general lifestyle substantiation (home ownership, etc.);
6. A detailed medical report from the attending physician(s) on the onset, course and consequences of the **Bodily Injury**, disease or **Accident**, as well as the degree and probable duration of the disability. The Underwriter may request further proof of disability at any time and have the Insured examined by its own medical consultants;
7. During the continuance of a period of disability, updated medical reports from the attending physician(s) as often as the Underwriter may reasonably require;
8. **Accidental Death Claims:** Upon death of the Insured Person, the Underwriter shall be notified within 30 days. In addition, the following initial documents have to be submitted to the Underwriter:
 - i) An official certificate of death, indicating date of birth of the Insured Person;
 - ii) A detailed medical report on the onset and course of the **Bodily Injury** or **Accident**, which caused death. In the event of no medical treatment, a medical or official certificate stating the cause and circumstances of death;
 - iii) Confirmation that the Insured Person was actively at work at the effective date of this Policy.
9. The Underwriter will pay the benefit as soon as the validity of the claim for benefits has been reasonably satisfied. Expenses incurred in relation to the substantiation of a claim will be the responsibility of the Insured.

All documentation should be sent to: INTERNATIONAL CLAIMS SERVICES
Attn: Life and Disability Claims Department
27422 Portola Parkway, Suite 110
Foothill Ranch, CA 92610 USA

Submission of claims by Fax or Scan: Scan claims to: claims@gbg.com
Fax claims to: +1.949.470.2110

Releasing Necessary Information

The Insured Person agrees to let any Physician, Hospital, Pharmacy or Provider give the Underwriter all medical information determined by the Underwriter to be necessary, including a complete medical history and/or diagnosis. The Underwriter will keep this information confidential. In addition, by applying for coverage, the Insured and/or Insured Person authorizes the Underwriter to furnish any and all records respecting such Insured Person including complete diagnosis and medical information to an appropriate medical review board, utilization review board or organization and/or to any administrator or other insurance carrier for purposes of administration of this Policy. There may also be additional health information requests from the Insured Person.

Request for Reproduction of Records

The Underwriter reserves the right to charge a fee for reproductions of claims records requested by the Insured Person or his/her representative.

Time Limits

Requests for payment of benefits must be received in the Underwriter's claims administrator office no later than 90 days following the date on which the Insured Person became eligible for benefits. Claims received after this date will be excluded from coverage.

Claim Forms

Claims Forms are downloadable from www.gbg.com. GBG can also send Claims Forms by fax or e-mail, upon request.

Status of claims

Any Insureds/Insured Persons wishing to request the status of a claim or who have a question about a benefit received, please submit the status request form via our website at www.gbg.com or e-mail customer service at claims@gbg.com.

Claims Appeal

Appeals should be submitted within 60 days of receiving an Insured's/Insured Person's processed claim. Upon appeal, the Insured/Insured Person will pay any fees associated with the request of medical records. The GBG Appeals Committee will review the Insured's/Insured Person's information and provide a response within 30 business days or will request additional time, if additional information is needed.

Global Benefits Group, Inc.
Attention: Appeals Committee
27422 Portola Parkway, Suite 110
Foothill Ranch, California 92610 USA

Contestability

At any time, the Underwriter may contest the validity of the Policy. The contest will be based solely on statements made in the application for the Policy or reinstatement of the Policy, as applicable. The statements and contestability must be material to the risk accepted or the hazard assumed by the Underwriter.

Time limit for appealing a claim

In the event the Underwriter denies all or part of a claim, the Insured/Insured Person shall have 90 days from the date the notice of denial was sent to the last known address to file a written appeal.

Complaints Procedure

If an Insured/Insured Person has any questions or concerns about this contract of insurance or the handling of a claim, the Insured/Insured Person should in the first instance, contact;

Global Benefits Group, Inc.
Regulatory Compliance Officer
27422 Portola Parkway, Suite 110
Foothill Ranch, CA 92610 USA