



GGA  
INTERNATIONAL  
TERM LIFE  
INSURANCE  
Individual Insurance Policy



**GGA** International **Term Life**

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## GENERAL PROVISIONS

Name of Policyholder, the covered person, whose name is indicated on the Policy Face Page as “Policyholder”, hereinafter shall be referred to as the “Policyholder”, The Policyholder may also be referred to at the Insured or Insured Person.

Insurer, the second party, GBG Insurance Limited, hereinafter shall be referred to, sometimes collectively, as the Insurer, We or Us, or Company.

The declarations of the Policyholder serve as the basis for the Policy. Any references in this Policy that are expressed in the masculine gender shall be interpreted as including the feminine gender whenever appropriate.

### Entire Policy and Changes

This Policy, Policy Face Page, Schedule of Benefits, the Policyholder application, and any riders make up the entire Contract between the parties.

No change may be made to this Policy unless an Officer of the Insurer approves it. A change will be valid only if made by a Policy Rider signed by an Officer of the Insurer, or an amendment of the Policy in its entirety issued by the Insurer. No agent or other person may change this Policy or waiver any of its provisions.

### Right to Examine the Policy

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

### Administrative Agent

Global Benefits Group  
27422 Portola Parkway, Suite 110  
Foothill Ranch, CA 92610 USA

### Policy Disclaimer

This GBG Insurance Limited Policy is an international insurance policy. As such, this Policy is subject to the laws of Guernsey, Channel Islands, and the insured should be aware that the laws governing the terms, conditions, benefits and limitations in insurance policies issued and delivered in other countries including the United States are not applicable to this Policy. If any dispute arises as to the interpretation of this document, the English version shall be deemed to be conclusive and taking precedence over any other language version of this document.

## ADMINISTRATION

### Eligibility and Conditions of Coverage

This Policy covers the Policyholder only. It does not cover additional persons such as a dependent spouse or child. To be eligible for coverage:

- You must be age 18 or older and under age 65 at the time of initial application
- You must be working in Benin, Burkina Faso, Ivory Coast, Cape Verde, Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Mauritania, Niger, Nigeria, Senegal, Sierra Leone or Togo.
- Reside outside of the United States.

### Residency

This Policy is not intended for citizens or permanent residents of the United States residing in the U.S. If the Insured Person changes permanent residency to the U.S., the Insurer retains the right to modify the benefits or cancel this Policy. The Insurer must be notified within 31 days of any change in country of residency status, whether to the U.S. or any other country.

### Pre-Existing Conditions

Pre-existing conditions are defined as any illness or injury, physical or mental condition, for which an Insured Person received any diagnosis, medical advice or treatment, or had taken any prescribed drug, or where distinct symptoms were evident within the 24 months previous to the effective date of the Policy.

## **BENEFITS**

The life insurance pays a benefit for death by any cause (i.e. Illness or accident). The benefit becomes due in the event of the Insured Persons' death and continuing to meet the eligibility criteria and any other terms and conditions of the Policy. Refer to the Policy Face Page to determine the sum insured of the benefit covered by this Policy.

## **PREMIUM AND CANCELLATION PROVISIONS**

### **Premium Payment**

This Policy is written on an annual basis and all premiums are payable before coverage under this Policy is provided. The Insurer may allow for premium to be paid on an approved payment cycle, as reflected on the Policy Face Page. All coverage under this Policy is subject to the timely payment of premium.

The Policyholder understands and agrees that the Policy purchased is written on an annual basis, and premium is due for the Policy Period, regardless of the Premium Payment mode shown on the Policy Face Page.

### **Late Payment Provision**

A period of 30 days will be allowed for payment of any premium, after the premium payment due date. The Insurer will suspend coverage during this period if the premium is not received. If the premium is received during the 30-day period, the coverage will resume without any interruption in coverage. If the premium due is not paid, the Insurer will cancel the Policy as of the premium due date.

All unpaid premium through the date of cancellation and any other premium adjustments assessed as a result of cancellation are the obligation of the Policyholder. There will be a service fee for any checks returned for insufficient funds, closed accounts, or for stop payments on checks. Returned checks will be treated as non-payment of premiums.

### **Cancellation**

The Insurer reserves the right to cancel the Policy for non-payment of premium and will provide 30 days' notice of such cancellation to the Policyholder. If any premium due from the Policyholder remains unpaid, the Insurer may in addition, defer or cancel payment of all or any claims for expenditures incurred during the period it remains unpaid.

While the Insurer shall not cancel this Policy because of eligible claims made by an Insured Person, it may at any time terminate an Insured Person, or modify coverage to different terms, if the Insured Person or the Policyholder has at any time:

- Mised the Insurer by misstatement or concealment;
- Knowingly claimed benefits for any purpose other than are provided for under this Policy;
- Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the Insurer's detriment;
- Failed to observe the terms and conditions of this Policy, or failed to act with utmost good faith.

If the Policyholder cancels the Policy after it has been issued, reinstated, or renewed, the Insurer will not refund the unearned portion of the Premium.

### **Policy and Rate Modifications**

The Policy term begins on the Effective Date of the Policy as shown on the Policy Face Page and ends at midnight, 365 days later. The Policy terms and rates shall be guaranteed for one year. The Insurer has the right to change the Policy terms or premium on the renewal date. The Insurer will notify the Policyholder of any such change to Policy terms or rates, at least 30 days before the change is made.

### **Other Premium Changes**

Premium changes due to the following will occur automatically and will be charged from the date the change occurs:

Any mutually agreed upon change in benefits provided under the Policy;

Increases or decreases of an Insured Persons amount of insurance.

Any such change will be prorated to the Premium payment period of the Policyholder and reflected on the Policyholder's next billing statement. Continued payment of the appropriate Premium (including payment at changed rates) shall be confirmation of

the Insured's acceptance of the Policy or Premium change and will result in the continuation of coverage, as modified, without interruption.

Any other changes relating to the Insured Person (such as change of address, rank, or type of aircraft flown) or of any other material changes that affect information given in connection with the application for coverage under this Policy must be disclosed. The Company reserves the right to alter the Policy terms or cancel coverage for an Insured Person following a change of risk.

### BENEFICIARY AND CLAIMS

The designation of a beneficiary in the Policy or in any declaration in writing by the Insured shall create a trust in favor of the beneficiary for the proceeds of the Policy, if and when the proceeds of the Policy become payable upon the death of the Insured. Beneficiaries may be in two classes; primary or secondary (contingent). Beneficiaries in the same class will share equally in any Death Benefit payable to them, unless a designation from the Insured states otherwise.

The nomination of a Beneficiary will fail if any of the following circumstances occur.

- If the Beneficiary predeceases the Insured, or
- Through failure of the Insured to notify the Underwriter of any reappointment of a Beneficiary following the cancellation of an assignment, or
- Through failure of the Insured to notify the Underwriter of any changes to the designation or appointment of Beneficiaries.
- The Death Benefit will be paid to:
  - Any primary Beneficiaries who are alive when the Insured dies, or
  - If no primary Beneficiary is then alive, to any secondary (contingent) beneficiaries who are then alive, or
  - If no designated Beneficiary is then alive when the Insured dies, the Insured's estate will be the Beneficiary.

### Claims

To substantiate a claim for benefits covered by the terms of this Policy, the following initial documents must be submitted:

1. An official certificate of death, indicating date of birth of the Insured;
2. Proof of employment at date of death,
3. Proof of salary, at date of death;
4. A detailed medical report at the onset and course of the disease, bodily injury or accident that resulted in the death. In the event of no medical treatment, a medical or official certificate stating the cause and circumstances of death;
5. Notification of the Insured's usual place of work at date of death;
6. Confirmation that the Insured was actively at work at the effective date of this Policy.

The Insurer 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 not be the responsibility of the Insurer.

### Time Limit for Appealing a Claim

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

### EXCLUSIONS

This insurance excludes loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

1. **War or warlike operations** (whether war be declared or not),
2. **Terrorist Activity**, including the user of armaments, the detonation or any form or explosive or nuclear devices, the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent, including the poisoning via the air or water supplies or food products and deliberate destruction of buildings and transportation. This exclusion extends to any action taken in controlling, preventing, suppressing or in any way relating to any terrorist activity.

3. **Ionizing radiations** or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. The malicious use of **Nuclear, Chemical, or Biological weapons or warfare**.
5. Travel to any **war zones**.
6. The Insured engaging in or taking part in **armed forces services or operations**.
7. **Suicide, attempted suicide** and intentionally self-inflicted injuries, whether sane or insane, gross negligence and violation of the law.
8. Any loss caused directly, or indirectly, by **HIV/AIDS or related conditions**.
9. **Abuse of drugs, alcohol and medication** other than prescribed by a physician.
10. The Insured's **deliberate exposure to exceptional danger** (except in an attempt to save human life).
11. The Insured's own **criminal act**.
12. Any loss caused directly or indirectly from **extortion, kidnap & ransom** or wrongful detention of the Insured or hijacking of any aircraft, motor vehicle, train or waterborne vessel on which the insured is traveling.
13. Benefits will not be paid under this Policy, if the bodily injury occurs, either directly or indirectly, voluntarily or involuntarily, from any regularly and/or **extensively practiced hazardous activities or sports**, including but not limited to; boxing, climbing/mountaineering requiring ropes or guides or free-climbing; flying except as a fare-paying passenger in a scheduled aircraft or in an employer owned or hired jet or helicopter for transportation of employees; all professional sports; hang-gliding, delta-wing-gliding and paragliding; motorized racing of any form; deep sea diving; parachuting; bungee jumping; show jumping, steeple chasing, eventing or flat racing with a horse.

## POLICY TERMS AND CONDITIONS

### Alterations

The Company may alter any of the terms of this Policy at any renewal date. A copy of the current Policy terms will be sent to the Policyholder and Insured Persons at that time.

### Area of Coverage

The insurance is valid Worldwide.

### Cessation of Coverage

Coverage ceases:

- Upon attainment of the normal retirement age or age 65; whichever is sooner,
- If premiums cease to be paid by the Insured;
- Death.

### Compliance with the Policy Terms

Our liability under this Policy will be conditional upon each Insured Person complying with its terms and conditions.

### Contestability

At any time, the Insurer 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 Insurer.

### Final Dispositions

Termination of the Policy shall cease all mutual obligations except benefits-in-payment and claims incurred but not yet reported, or premium adjustments due.

### Fraud or Misrepresentation

The Insurer will not pay any claim under this Policy, and may seek to recover any amounts paid, if any fraud, concealment or misrepresentation is made in relation to a claim by the Insured Person. In addition, the Insurer may elect to declare this Policy

void or cancelled, or alternatively may declare Cover in respect of the Insured Person void or cancelled.

## Notices

All notices including but not limited to premium invoices and reminders shall be addressed to the Insured. If, by written instruction of the Insured notices are to be sent to a third party, then such notices are deemed to have been also received by the Insured.

## Release of Liability

The receipt by the Insurer of a release from the Insured Person and/or a duly authorized legal representative shall constitute an absolute discharge to the Insurer in respect of payments payable under this Policy.

## Renewal

The Insured has the option to renew the Policy:

- Provided all premium payments are current, and
- Provided notification to the Insurer is made no later than the expiration date of the in-force policy period.
- Provided the Insured Person continues to meet the Eligibility Criteria.

The Insurer retains the right to:

- Increase rates for the new policy period,
- Revise the terms of the Policy.

Health evidence is not required on renewal provided the same or a lesser Benefit Amount is requested.

## Waiver

Waiver by the Company of any term or condition of this Policy will not prevent us from relying on such term or condition thereafter.

## DEFINITIONS

**Accident:** Any bodily injury involuntarily sustained by the Insured as a consequence of a sudden and unpredictable intervention of external forces, which occurs at an identifiable time and place during the Policy period.

**Active participant:** 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.

**Annual salary:** The basic salary (excluding any allowances and bonuses, unless otherwise agreed), currently being paid to the Insured on the last day of being actively at work preceding any illness, bodily injury, debility or other eventuality covered by the terms of this Policy

**Biological agent:** 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.

**Bodily injury:** An identifiable physical injury which; a) is caused by an Accident, and b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured within 12 months from the date of Accident.

**Chemical agent:** Any compound that, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

**Country of residence:** Where the Insured resides the majority of any calendar or policy year, or where the Insured has resided more than 180 days during any 12-month period while the Policy is in effect.

**Eligibility:** The requirements that an Insured Person must meet at all times in order to be covered under this Policy.

**Hazardous Activity:** Activities that might heighten the risk of disease or death to an individual.

**Loss of a Limb:** 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.

**Normal retirement age:** The age at which a person can receive social security or retirement like benefits upon leaving the work force. This age may vary by country.

**Policy Period:** The date the Policy becomes effective as shown on the Policy Face Page, and ends 365 days later.

**Premium(s):** The consideration owed by the Policyholder to the Insurer in order to secure benefits for its Eligible Employees under this Policy.

**Premium Payment Mode:** The recurring cycle specified in the application upon which the Premium for this Policy is due.

**Sum Insured:** The amount payable by Underwriters in the event of a claim.

**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.

**Warlike operations:** 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 Assured 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 Assured whether war be declared with that state or not.