

**INDIVIDUAL LONG TERM DISABILITY INSURANCE POLICY
GLOBAL 360**

POLICY FACE PAGE

Policy Number

Member ID

Insured

Policy Effective Date

Policy End Date

(Both days inclusive, any time zone)

Benefit

XX% of Salary, to a maximum of \$120,000

Annual Benefit Amount

Deferred Period

Country of Residence

Age Next Birthday

Policy Renewal No Later Than Age 65 (or normal retirement age, if sooner)

Currency

USD

Annual Premium

\$

Premium Payment Mode

Annual

Insurer

GBG Insurance Limited

Administrative Agent

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

Right to Examine the Policy: The Insured 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.

Policy Disclaimer: This GBG Insurance Limited Policy is an international insurance policy. As such, this Policy is subject to the laws of Guernsey, U.K., and the insured should be aware that 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.

COMMENCEMENT

This Insurance Policy begins on the Effective Date shown on the Policy Face Page and terminates on the Policy End Date.

ACTIVELY AT WORK

The Insured must be actively at work and mentally and physically capable of conducting the regular duties of their employment on the effective date of this insurance, provided not having been absent for more than 10 consecutive days in the preceding three months.

Unless medically underwritten and accepted, no benefit shall be payable if a claim is directly or indirectly related to the medical condition or complications thereof for which the Insured was absent from work on the proposed commencement date of the insurance or date of increase in benefit.

RESIDENCY

This Policy is not intended for citizens of the United States residing in the U.S. If the Insured 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 residency status (whether to the U. S. or any other country).

ANNUAL SALARY

Annual salary as used anywhere in this Policy means 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.

BENEFITS

Disability Benefits

In the event that the Insured becomes totally disabled as a result of illness, bodily injury or debility for which medical evidence must be provided, an income benefit based on a percentage of their annual salary, will become payable in arrears after a deferred period, until either recovery, death or attainment of normal retirement age, or age 65, whichever is sooner.

While the Insured is totally disabled according to the Policy, benefit shall be defined as Own Occupation, i.e. the extent that the Insured is totally unable to perform the essential duties of their own occupation, and the benefit is payable for the period outlined in the Policy.

Linked Claims: If, following a period of disability during which benefit is payable, the Insured returns to the service of their employer but within 26 weeks from the date of such return again becomes disabled from the same cause as the previous disability, the benefit will again be paid from the date of commencement of the further absence.

If, during a period of service with their employer, not exceeding twice the waiting period, the Insured suffers successive periods of disability from the same cause amounting in total to the waiting period, then the benefit shall commence to be payable. In determining the amount of benefit, reference shall be made to the Insured's salary at the commencement of the earliest such period of disability.

Alternative Occupation: If the Insured is accepted by the Insurer as being totally disabled but takes up an alternative and less remunerative occupation after a period of total disability for which a disability benefit has been accepted as being payable, the Insurer will pay a percentage of the difference between the basic salary received by the Insured on the last day of being actively at work and the basic salary currently received by the Insured performing their alternative occupation, but in no event to exceed 50% of the basic Salary last received while employed. Alternative Occupation means working in any gainful occupation other than the Insured's own previous occupation.

INTEREST

Disability by any cause.

ESCALATION/COST OF LIVING ADJUSTMENT

None (0%)

ANNUAL BENEFIT AMOUNT IS REDUCED BY:

- Any form of government disability benefit,
- Workers' Compensation benefits,
- State Cash Sickness benefits,
- Association disability income benefits,
- Sick pay,
- Benefits received under a formal wage or salary continuation plan.

PREMIUMS

The Insurer charges the premiums to the account of the Insured. To the total premium will be added the sum of any taxes, levies or stamp duties due by the present or future legislation. All premiums are payable no later than the premium due date.

CLAIMS

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

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;
4. Proof of salary, at date of disability;
5. 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 Insurer may request further proof of disability at any time and have the Insured examined by its own medical consultants;
6. During the continuance of a period of disability, updated medical reports from the attending physician(s) as often as the Insurer may reasonably require;

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 be the responsibility of the Insured.

The claim form and supporting documents should be sent to:

Global Benefits Group
Life and Disability Claims Department
27422 Portola Parkway, Suite 110
Foothill Ranch, California 92610 USA

INDEMNITY PERIOD

Up to the earlier of:

- Date of recovery of the Insured Person,
- Death of the Insured Person,
- Attainment of age 65,
- The Insured Person reaches normal retirement age,
- Failure to provide evidence of continued disability,
- Refusal to follow rehabilitation programs, medical advice, or treatment.

EXCLUSIONS

If the Insurer alleges that by reason of any exclusion as noted below, any loss is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

1. **Pre-existing medical conditions** defined as any medical condition for which the Insured person has received treatment, consultations, advice, or medical diagnosis within the 5 years previous to the effective date of the policy.
2. This insurance excludes loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - **War or warlike operations** (whether war be declared or not),
 - **Terrorist Activity**, including the use of armaments, the detonation of any form of 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. Active participation in a **war or in warlike operations**.
4. **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.
5. **Suicide, attempted suicide** and intentionally self-inflicted injuries, whether sane or insane, gross negligence and violation of the law.
6. Any loss caused directly, or indirectly, by **HIV/AIDS or related conditions**.
7. **Abuse of drugs, alcohol and medication** other than prescribed by a physician.
8. The Insured's **deliberate exposure to exceptional danger** (except in an attempt to save human life).
9. The Insured's own **criminal act**.
10. 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.
11. 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 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.

12. **Pregnancy** as such does not constitute a disability. However, if a pregnant woman is unable to perform her job due to medical complications related to pregnancy, or in order to avoid such complications, benefits will be paid after a waiting period of one month until she returns to work, the birth, or the interruption of the pregnancy. Medical evidence must be provided. Periods of maternity leave granted by the Insured's employer will not be considered for benefit hereunder. The benefits payable will be the benefits normally due to the Insured in case of disability less any state benefits, received by the Insured in connection with the pregnancy.
13. Any disability that results from a mental or nervous disorder of any type that continues after the first 24 months after the benefit commenced.

WORLD POLICY

The insurance is valid Worldwide.

JURISDICTION

This Policy shall be subject to the jurisdiction of the Bailiwick of Guernsey.

CESSATION OF COVERAGE

Coverage ceases:

- Upon attainment of the normal retirement age or age 65; whichever is sooner,
- If the Insured is no longer gainfully employed, coverage ceases on the Policy End Date;
- If premiums cease to be paid by the Insured;
- Death.

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.

CANCELLATION

The Insured may cancel this Policy by giving 31 days written notice to the Insurer. All unpaid premium through the date of cancellation is the obligation of the Insured. There are no refunds for Policy cancellation.

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.

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.

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.

DEFINITIONS

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.

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.

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.

Deferred period: This is the time between the beginning of a disability and the time when disability payments may commence.

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.

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.