



PERSONAL ACCIDENT AND ILLNESS

DISABILITY INSURANCE
Including AD&D

INDIVIDUAL POLICY

Insured By:

GBG INSURANCE LIMITED

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 as being included and for which premium has been paid.

The Insured must disclose to the underwriters 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.

We the Underwriters hereby agree 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**;

We 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 weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. This amount should not exceed 70% of an individual's net gross salary.
2. No lump 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.

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

Table of Contents

IMPORTANT NOTICE.....	2
DEFINITIONS	4
EXCLUSIONS	5
HI-JACK/KIDNAP PERIOD EXTENSION.....	5
CONDITIONS.....	5
RENEWAL	6
CANCELLATION CLAUSE	6
CESSATION OF COVERAGE	7
CLAIMS.....	7
CONTESTABILITY.....	7
TIME LIMIT FOR APPEALING A CLAIM	7

DEFINITIONS

1. **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 Insurer. See Claims, item #5
2. **'ACCIDENT'** means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
Accident shall also include disappearance. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.
3. **'BODILY INJURY'** means 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 Person within twelve months from the date of the **Accident**.
4. **'DEFERRED PERIOD'** means the waiting period between the first day not at Own occupation and the start of Benefit entitlement hereon.
5. **'ILLNESS'** means sickness or disease of the Insured Person which first manifests itself during the Period of Insurance and occasions the total disablement of the Insured Person within the deferred period after manifesting itself.
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. **OWN OCCUPATION** means the extent to which the Insured is unable to perform the duties of their previous occupation.
9. **'PERMANENT TOTAL DISABLEMENT'** means disablement which entirely prevents the Insured Person from performing the essential duties of their Own previous occupation and which lasts twelve months and at the end of that period is beyond hope of improvement.
10. **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.
11. **TEMPORARY TOTAL DISABLEMENT'** means disablement that entirely prevents the Insured Person from attending to their Own occupation.

EXCLUSIONS

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

1. Death by natural causes;
2. War, whether war be declared or not, hostilities or any act of war or civil war;
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. Venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) 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, psychopathies 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 Policy Face Page.

HI-JACK/KIDNAP PERIOD EXTENSION

If an Insured Person is the victim of a Hi-jack/Kidnap the coverage shall remain in force until a period of 12 months from the date of the Hi-jack/Kidnap.

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.

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 Underwriters and obtaining their written agreement to the inclusion under this Insurance, (subject to the payment of any additional premium as the Underwriters 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 Underwriters 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 Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.

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 Underwriters 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.

3. 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 or in connection with the making of any claim hereunder shall render this Insurance null and void and all claims hereunder shall be forfeited.
4. The law and jurisdiction applicable to this insurance contract are as stated in the Face Page.
5. In the event of a claim for weekly benefits, the Insured will be required to provide substantiation of annual salary. Annual salary means the basic salary (excluding any allowances and bonuses, unless otherwise agreed in writing), 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 Insurance. Weekly benefits will not exceed an amount greater than 70% of annual salary divided by 52 weeks.
6. If a disability will continue beyond the Temporary Total Disablement benefits indemnity period and a Permanent Total Disablement claim is admitted following medical assessment, then any claims paid in respect of Temporary Total Disablement payments are deducted from the approved Permanent Total Disablement claim.
1. Claims paid in respect of Dismemberment will be deducted from any Accidental Death or Permanent Total Disablement claim.

RENEWAL

The Insured Person has the option to annually renew the Policy:

- Provided all premium payments are current, and
- Provided notification to the Underwriter is made no later than the expiration date of the in-force policy period.

The Underwriter retains the right to:

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

Medical evidence is not required on renewal provided the following does not occur:

- Change to a more hazardous occupation,
- Relocation to a more dangerous geographical area,
- Any request to increase benefits.

Renewal rates are developed based upon the Global 360 block of business. Pending claims or claims incurred throughout the Policy period will not impact the rate development for an Insured Person's Policy.

CANCELLATION CLAUSE

This Insurance may be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured, by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 30 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by or on behalf of the Underwriters, or if this Insurance is cancelled by the Insured Person, the Underwriters shall retain the pro rata proportion of the premium hereon (short rate cancellation calculation if cancelled by the Insured Person), except that if this Insurance is on an adjustable basis the Underwriters shall receive the Earned Premium hereon or the pro rata proportion of any Minimum Premium stipulated herein whichever is the greater.

Payment or tender of any Unearned Premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

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.

CLAIMS

To substantiate a claim for benefits covered by the terms of this Policy, the following initial documents must be submitted by the Insured within 90 days of claim-incurred event:

1. The completed claim form;
2. An official document proving the date of birth of the Insured and official certificate of death, in event of accidental death;
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 Insurer 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 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

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.

TIME LIMIT FOR APPEALING A CLAIM

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