

# **International** Long-Term Disability

## INDIVIDUAL INSURANCE POLICY

Insured By:  
GBG INSURANCE LIMITED



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## 1.0 GENERAL PROVISIONS

### 1.1 Parties to the Policy

The individual, whose name is indicated on the Policy Face Page as “**Policyholder**”, herein shall be referred to as the “**Policyholder**”, domiciled for the execution of the present Policy at the address indicated on the Policy Face Page.

**Insurer**, the Second party, **GBG Insurance Limited**, hereinafter shall be referred to, sometimes collectively, as the “Insurer”, “We”, “Us”, “Our”, or “Company”.

The declarations of the Policyholder in the application serve as the basis for the Policy. If any information is incorrect or incomplete, or if any information has been omitted, the Policy may be rescinded, cancelled, or modified. Any references in this Policy to the Policyholder that are expressed in the masculine gender shall be interpreted as including the feminine gender whenever appropriate.

### 1.2 Entire Policy and Changes

This Policy, Policy Face Page, Schedule of Benefits, the Policyholder application, and riders (if any) comprise the entire contract between the parties.

No change may be made to this Policy unless it is approved by an Officer of the Insurer. A change will be valid only if made by a Policy endorsement 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 waive any of its provisions.

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 agreed to by the Insurer as shown on the Policy Face Page.

This GBG Insurance Limited Policy is an international insurance Policy. This insurance shall be governed by the Laws of England and Wales and subject to the exclusive Jurisdiction of the courts of the England and Wales, and the Insured Person 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. GBG Insurance Limited is an insurance company incorporated in Guernsey with the registration number 42729 and licensed by the Guernsey Financial Services Commission to conduct insurance business under the Insurance Business (Bailiwick of Guernsey) Law, 2002 as amended.

### 1.3 Right to Examine

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.

### 1.4 Administrative Agent

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

## 2.0 ELIGIBILITY AND CONDITIONS OF COVERAGE

### 2.1 Eligibility

The following eligibility criteria must be met:

- The Insured Person must reside in the Home Country listed on the application. The Insurer must be notified of any change in residency.
- The Insured Person must be a minimum age of 18 and have not attained age 60 at the time of application. Coverage terms at the end of the Policy Period following the attainment of age 65.
- The Insured Person must be Actively-at-Work.

### 2.2 Actively-at-Work

The Insured Person 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 of 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 Person was absent from work on the proposed commencement date of the insurance or date of increase in benefit.

### 2.3 Pre-Existing Conditions

There is no coverage under this Policy for Pre-Existing Conditions for a period of five years from the Effective Date of the Policy. Pre-Existing Conditions are defined as any medical condition for which the Insured Person has received treatment, consultations, advice, or medical diagnosis within the five years previous to the Effective Date of the Policy.

### 2.4 Residency

The Home Country or permanent residence of the Insured Person is assumed to be the location provided on the application. If the Insured Person has a change to their residence to a different country, the Company must be notified in writing of their full-time residence immediately.

**Home Country** is defined as:

1. Where the Insured Person resides the majority of any calendar year or Policy Period, or
2. Where the Insured Person has resided more than 180 days during any 12 month period while the Policy is in effect.

This Policy does not cover permanent full-time residents of the United States. If the Insured Person changes permanent residency to the U.S., this Policy will be terminated.

### 2.5 Policy Termination

The Policy terminates:

- Upon attainment of the normal retirement age or age 65, or
- If premiums cease to be paid by the Insured Person, or
- Upon death of the Insured Person.

### 2.6 Policy and Rate Modifications

The Policy term begins on the Effective Date as shown on the Policy Face Page. Policy terms and rates shall be guaranteed for one year.

## 2.7 Compliance with the Policy Terms

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

## 2.8 Privacy

The confidentiality of information is of paramount concern to GBG Insurance Limited, Global Benefits Group, Inc., and their affiliates (“GBG Family of Companies”). GBG Family of Companies complies with Data Protection Legislation, Medical Confidentiality Guidelines, and Privacy Shield. The Insurer does not share information unless it pertains to the administration of insurance benefits for Insured Persons. For more detailed information, Our privacy policy can be viewed on Our website at: <https://www.gbg.com/#/AboutGBG/PrivacyPolicy>.

## 2.9 Waiver

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

## 2.10 Area of Coverage

This Policy is issued on a Worldwide basis.

## 3.0 BENEFITS

### 3.1 Long Term Disability Insurance Benefit

In the event that an Insured Person 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 the Annual Salary will become payable in arrears, after a Deferred Period until either recovery, death or attainment of retirement age. Refer to the Policy Face Page regarding the specific details of the disability benefit effective under this Policy.

While an Insured Person is totally disabled according to the Policy, disability shall be defined as:

- The Insured Person is totally unable to perform the essential duties of their **Own** previous occupation. After two years of continuous disability benefit, disability shall be defined as incapable by reason of Illness or injury of following **Any** gainful occupation for remuneration, profit, or reward.

**Disability due to Maternity Complications:** If a pregnant woman is unable to perform her job duties due to medical complications related to pregnancy, or in order to avoid such complications, benefits will be paid after a waiting period of 30 days until such time as she returns to work, the birth of the child, or the interruption of the pregnancy. Periods of maternity leave granted by the employer will not be considered for benefits. The benefits payable will be the benefits normally due to the Insured Person in case of disability less any state benefits received in connection with the pregnancy.

### 3.2 Annual Benefit Amount Deduction

Benefits are reduced by income from any of the following sources:

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

### **3.3 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 an Insured Person on the last day of being Actively-at-Work preceding any Illness, bodily injury, or debility covered by the terms of this Policy.

### **3.4 Indemnity Period**

Indemnity Period refers to the length of time for which benefits are payable under this Policy. Benefits will be payable up to the earlier of:

- Date of recovery of the Insured Person, or
- Death of the Insured Person, or
- Attainment of age 65, or
- The Insured Person reaches normal retirement age.

**Mental health:** Benefits for mental health related disability are limited to two years.

### **3.5 Linked Claims**

If, following a period of disability during which benefit is payable, the Insured Person returns to the service of the Policyholder 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 the Policyholder not exceeding twice the Deferred Period, an Insured Person suffers successive periods of disability from the same cause amounting in total to the Deferred Period, then the benefit shall commence to be payable. In determining the amount of benefit, references shall be made to the Insured Person's salary at the commencement of the earliest such period of disability.

### **3.6 Alternative Occupation**

If an Insured Person is accepted by the Insurer as being totally disabled according to the terms of this Policy, but takes up an alternative occupation with less earning potential 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 Person on the last day of being Actively-at-Work and the basic salary currently received by the Insured Person performing an alternative occupation, but in no event to exceed 50% of the basic salary last received.

For the purpose of this article, 'alternative occupation' means working in any gainful occupation other than the Insured Person's own previous occupation.

### **3.7 Sports and other Activities**

The Policy covers **leisure sports and activities** meaning such activities that are for relaxation or fun, do not require any special training, and do not heighten the risk of Injury or death to an individual. Examples of

such covered activities include but are not limited to: kayaking, snorkeling, paddle boarding, sailing, and white water rafting levels 1-3.

This Policy does not cover **hazardous or extreme sports and activities** meaning any activity requiring an increased skill set and higher level of training to safely participate, and that if not properly executed could result in risk of Injury or death. Examples of such excluded activities include but are not limited to: bungee jumping, base jumping, parachuting, scuba diving, race car driving, off piste skiing, and rock climbing.

This Policy does not cover **professional sports and activities** meaning any activity where a participant receives compensation for their performance.

GBG is available to provide clarification if a specific sport or activity would be covered under the Policy and should be contacted prior to engagement.

## 4.0 PREMIUM AND CANCELLATION PROVISION

### 4.1 Premium Payment

Premium payment is due upon receipt of the invoice sent by the Insurer. The Insurer may allow for premium to be paid on an approved payment cycle, as reflected on the Policy Face Page. Payment must be in the currency approved and any other forms of currency shall not be accepted and will be considered as non-payment of premium. All coverage under this Policy is subject to the timely payment of premium. All premiums are payable before coverage is effective under this Policy.

### 4.2 Late Payment Period

A period of 30 days will be allowed for payment of any premium due, after the initial premium payment. The Insurer will suspend coverage during this 30 day period if premium is not received. A notice of premium delinquency will be sent. If premium is received during the timeframe outlined in the notice of delinquency, coverage will resume without interruption in coverage. If the premium is due is not paid, the Insurer will cancel the Policy as of the date through which premiums are paid.

All unpaid premium through the date of cancellation is the obligation of the Policyholder and any other premium adjustments assessed as a result of cancellation. 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.

### 4.3 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 has at any time:

- Misled the Insurer by misstatement or concealment, or
- Knowingly claimed benefits for any purpose other than are provided for under this Policy, or

- Agreed to any attempt by a third party to obtain an unreasonable pecuniary advantage to the Insurer's detriment, or
- 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. Termination of the Policy shall cease all mutual obligations except benefits in payment and claims incurred but not yet reported, or premium adjustments due.

#### **4.4 Renewal of Coverage**

The Insured Person 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, and
- Revise the terms of the Policy.

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

## **5.0 CLAIMS**

### **5.1 Settlement of Claims**

Upon disability of an Insured Person, the Policyholder shall notify the Insurer within 30 days. In addition, the following initial documents must be submitted to the Insurer for consideration of benefit payment:

- Proof of employment at date of disability, and
- Proof of salary, at date of disability, and
- An official document proving the date of birth, and
- A detailed medical report on the onset and course of the disease, bodily injury or Accident, as well as the degree and probable duration of the disability. The Insurer may initiate further inquiries at any time and have the Insured Person examined by its own medical consultants, and
- During the continuance of a period of disability, up to date medical reports from the attending physician as often as the Insurer may require, and
- A completed claim form.

The Insurer is entitled to obtain further information, if deemed necessary by them and will pay the insured benefit as soon as it has satisfied itself of the validity of the claim based on its assessment of the required documents that have been received. Expenses incurred in relation to the substantiation of a claim are the responsibility of the claimant.

## **6.0 CLAIMS APPEAL**

### **6.1 Level One Appeal**

If you are not satisfied with an administrative, eligibility, rescission of coverage, denial or reduction of benefit you or your appointed representative has the right to file an appeal within 90 days. Your appeal will be reviewed and the decision made by a member of the claims staff who was not included in the original decision. We will respond within 30 calendar days. If more time or information is needed to make the



decision, GBG will notify you to request an extension of up to 15 calendar days and to specify any additional information needed to complete the review.

## **6.2 Level Two Appeal**

If you are dissatisfied with the Level One appeal decision, you may request a Level Two Appeal. To start, follow the same process required for a Level One appeal. Most requests for a second review will be conducted by the appeals committee, which consists of at least three people. Anyone involved in the prior decisions may not vote on the committee.

For Level Two appeals we will notify you that we have received your request and schedule a committee review. The committee review will be completed within 30 calendar days. If more time or information is needed to make the determination, we will notify you in writing to request an extension of up to 15 days and to specify any additional time needed by the committee to complete the review. You will be notified in writing of the decision within five working days of the meeting, and within the committee review time frames.

## **6.3 Time Limit for Appealing a Claim**

In the event the underwriter denies all or part of a claim, the Insured Person shall have 90 days from the date of the notice of denial to file a written appeal.

## **6.4 Complaints Procedure**

If you are not satisfied with the outcome of the appeals process as described above, you may file a formal complaint. The complaints procedures are listed at GBG's website:  
<https://www.gbg.com/#/AboutGBG/ComplaintsProcedures>.

## **6.5 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.

## **6.6 Fraudulent/Unfounded Claims**

If any claim under this Policy is in any respect fraudulent or unfounded, all benefits paid and/or payable in relation to that claim shall be forfeited and, if appropriate, recoverable.

## **7.0 EXCLUSIONS AND LIMITATIONS**

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.

- 1. Armed Forces:** Any loss resulting from engagement as an Active Participant.
- 2. AIDS/HIV+:** Any loss caused directly, or indirectly, by HIV/AIDS or related conditions
- 3. Criminal Act:** Any loss sustained while committing a criminal act.
- 4. Exceptional Danger:** Any loss directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with self-exposure to peril or bodily injury, except in an endeavour to save human life.

- 5. Extortion, Kidnap:** Any loss caused directly or indirectly from extortion, kidnap or wrongful detention of the Insured Person or hijacking of any aircraft, motor vehicle, train or waterborne vessel on which the Insured Person is travelling.
- 6. Flying:** Any loss resulting from engagement in flying of any kind other than as a fare paying passenger in a scheduled aircraft.
- 7. Maternity Leave:** Pregnancy does not constitute a disability and as such, a period of maternity leave granted by the employer is not considered under the Policy.
- 8. Mental Health:** Any disability that results from a mental or nervous disorder of any type that continues after the first two years from the commencement of the benefit.
- 9. Occupational/ Professional License:** Loss of professional or occupational license.
- 10. Pre-Existing Condition:** Any medical condition for which the Insured Person has received treatment, consultations, advice, or medical diagnosis within the five years previous to the Effective Date of the Policy.
- 11. Professional Sports and Hazardous Activities:** Injury sustained while participating in a hazardous activity or training for any professional sport or activity.
- 12. Sanction:** Notwithstanding any other terms under this Policy, We shall not provide coverage nor will We make any payments or provide any service or benefit to any Insured Person, beneficiary, or third party who may have any rights under this Policy to the extent that such cover, payment, service, benefit, or any business or activity of the Insured Person would violate any applicable trade or economic sanctions law or regulation.
- 13. Self-Inflicted Illness or Injuries:** Any loss as a result of self-inflicted injuries, suicide or attempted suicide, while sane or insane.
- 14. Substance Abuse:** Any loss resulting from alcohol, illegal drug abuse, other addiction, or any drugs or medicines that are not taken in the dosage or for the purposed prescribed.
- 15. War and Terrorism:** **a)** Any loss sustained while participating in, or training for, or as a consequence of war (declared or not), or warlike operations, **b)** 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. **c)** 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.

## 8.0 DEFINITIONS

**Accident:** Any sudden and unforeseen occurrence during, the Policy year period, resulting in bodily injury, the cause or one of the causes of which is external to the Insured Person's own body and beyond the Insured Person's control.

**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:** Annual Salary as used anywhere in this Policy means the basic salary (excluding any allowances and bonuses, unless otherwise agreed), currently being paid to an Insured Person 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.

**Any Occupation:** The Insured Person is not engaged in any gainful occupation for remuneration, profit, or reward.

**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:** This means the Home Country.

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

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

**Expatriate:** A person who resides outside of their Home Country.

**HIV:** All diseases caused by and/or related to the HIV virus including Acquired Immune Deficiency Syndrome (AIDS).

**Illness:** A physical sickness, disease and complications of pregnancy of an Insured Person.

**Insured Person:** The individual named on the Policy Face Page, as the Policyholder enrolled in and entitled to coverage under this Policy, for whom the required Premium has been paid.

**Own Occupation:** The Insured Person is unable to perform the essential duties of their previous occupation

**Policy Effective Date:** The date that this Policy is first implemented, without regard to renewals thereafter.

**Policyholder:** The person that has applied for coverage and is named as the Policyholder on the Face Page of this Policy.

**Policy:** The agreement between the Insurer and the Policyholder. The Policy includes this document, the application, any medical questionnaires, and any riders made in accordance with the Policy.

**Pre-Existing Condition:** Any medical condition for which the Insured Person has received treatment, consultations, advice, or medical diagnosis within the five years previous to the Effective Date of the Policy.

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

**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 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.

**Insured By:**  
GBG Insurance Limited



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