



# Worldwide Medical Trust Professional Disability Insurance

## Schedule of Benefits

### MONTHLY DISABILITY BENEFITS

Monthly Disability Benefits will be paid by the Underwriters to an Assured Person when an Assured Person is continuously Disabled after the Assured Person has satisfied the Waiting Period and the Elimination Period of **ninety (90) days**. Monthly Disability Benefits will not exceed the maximum Monthly Disability Benefits shown in the Certificate of Coverage and such payments will not exceed the Maximum Benefit Period of **thirty-six (36) months**. Monthly Disability Benefits are not in addition to Monthly Loss of Use Benefits

### MONTHLY LOSS OF USE BENEFIT

Monthly Loss of Use Benefits will be paid by the Underwriters to an Assured Person when the Assured Person has satisfied the Waiting Period and the Elimination Period of **ninety (90) days**. Monthly Loss of Use Benefits will not exceed the maximum Monthly Loss of Use Benefits shown in the Certificate of Coverage and such payments will not exceed the Maximum Benefit Period of **thirty-six (36) months** if Accidental Injury caused an Assured Person to experience any of the following within three-hundred and sixty-five (365) days after the Accident:

**Loss of Use of:**

1) One Hand, or 2) One Foot, or 3) One Arm, 4) One Leg, or 5) Sight of Both Eyes.

Monthly Loss of Use Benefits are **not** in addition to Monthly Disability Benefits and are payable only once per Assured during the time that this certificate is in force.

### LUMP SUM DISABILITY BENEFITS

If the Underwriters have paid to the Assured Person either the Monthly Disability Benefit or the Monthly Loss of Use Benefit, not both, for the Maximum Benefit Period and at the expiration of such Maximum Benefit Period the Assured Person is still Disabled as a result of the same Accident or Illness, the certificate will then pay to the Assured Person a Lump Sum Benefit equal to:

100 times the Monthly Disability Benefit chosen by the Assured Person on the application for coverage; (Example: If the Monthly Disability Benefit chosen by the Assured Person is \$5,000, then after being continuously Disabled for 36 months this certificate will pay a Lump Sum Benefit of \$500,000); or

30 times the Monthly Loss of Use Benefit chosen by the Assured Person on the application for coverage; (Example: If the Monthly Loss of Use Benefit chosen by the Assured Person is \$5,000, then after being continuously Disabled for 36 months this certificate will pay a Lump Sum Benefit of \$150,000). The Loss of Use Lump Sum Benefit is payable only once per Assured during the time that this certificate is in force.

**Only one (1) Lump Sum Benefit is collectable following either Monthly Disability Benefits or Monthly Loss of Use Benefits.**

## **INSURING AGREEMENT**

The Underwriters promises to pay You, the Assured, the benefits provided by this insurance providing that the Assured has a) sustained a Bodily Injury or b) suffers Illness. All benefits are subject to the Certificate of Coverage, Schedule of Benefits, Certificate Provisions, Certificate Definitions, General Conditions, General Exclusions, Specific Exclusions, Endorsements and Amendments.

## **CONSIDERATION**

This certificate is issued in consideration of the application and payment of the initial premium. Premiums must be paid in U. S. dollars. The initial premium does not constitute the automatic acceptance of the application nor the admission into the insurance plan. The acceptance of an applicant is based on the Underwriters underwriting criteria. In the event an application is declined, the Underwriters responsibility is limited to written notification to the applicant, and the total reimbursement of the initial premium.

## **COMMENCEMENT OF COVERAGE**

Insurance coverage is provided after the application has been reviewed and accepted, the certificate issued, the premium has been paid to the Administrator in accordance with the mode of payment specified on the Certificate of Coverage page, and the Assured's have satisfied the Active Provision.

## **TEN DAY RIGHT TO RETURN CERTIFICATE**

If for any reason You are not satisfied with this certificate, You may return it to the Administrator within ten (10) days after You receive it. You must return it to the Administrator by mail or to the broker who sold it to You. The Administrator will then refund any premium paid and the certificate will be deemed void, just as though no certificate had been issued.

## **EFFECTIVE DATE**

This certificate begins at 12:01 a.m. Standard Time at Your residence on the certificate Effective Date shown in the Certificate of Coverage. It ends at 12:01 a.m. on the date any renewal premium is due.

## **IMPORTANT NOTICE ABOUT STATEMENTS IN THE APPLICATION**

Please read the copy of the application which is a part of this certificate. Check to see if any medical history has been omitted. Write to the Administrator within ten (10) days if any information shown is incorrect or incomplete. This certificate is issued on the basis that the answers to all questions are correct and complete. Any omissions or incorrect statements could cause the Underwriters to deny benefits, to endorse, to amend, or to rescind the Assured's coverage.

# Certificate Provisions

## CERTIFICATE ADMINISTRATION

The Certificate of Coverage, Schedule of Benefits, application for coverage, Certificate Provisions, Certificate Definitions, General Conditions, General Exclusions, Specific Exclusions, and any Amendments or Endorsements attached to the contract constitute the Entire Contract between the parties. The English version shall be the official version and the terms of the English language version shall control. The Underwriters may change the administrative procedures by written notice.

## AUTHORITY

No agent, broker, or any other person has authority to change the certificate or to waive any of its Provisions. No change in the certificate shall be valid unless approved in writing by an officer of the Administrator and such approval be endorsed on the certificate or by amendment signed by an officer of the Administrator.

## PAYMENT OF CLAIMS

The Underwriters will make all payments of claims directly to the Assured. Submission of a fraudulent claim will be grounds for cancellation of the policy by the Underwriters.

## FILING A CLAIM

Notice of a claim must be given within twenty-one (21) days from the onset of a Disability by telephone, email, facsimile or in writing to the Underwriters at the address of its Administrator, **Morgan-White Administrators International, Inc.**, (address, telephone number, facsimile number and email address can be found on page 11 of this certificate) or to a claims office in Your local area appointed by the Underwriters. **Failure to provide notice of claim within twenty-one (21) days from the onset of Disability shall serve to invalidate Your claim.** (See Specific Exclusion 15) Upon notice from You of such Disablement the Administrator will provide You with a claim form for filing proof of loss. The claim form must be completed and returned to the Administrator, within twenty-one (21) days from the date it was sent to You. Benefits payable under this certificate for any loss will be paid to You at such time as the Underwriters has substantiated the loss and will be paid in U.S. Dollars.

## SUBROGATION

In the event You suffer a loss as a result of negligence, wrongdoing or other liability of a third party, the Underwriters have a right to recover and be reimbursed for any claim payments it has made on Your behalf, to the extent that You have received partial or full recovery from any liable third party for such loss. This right is known as subrogation. The Underwriters have the right to proceed at their own expense in the name of the Assured, against third parties who may be responsible for causing a claim under this certificate, or who may be responsible for providing indemnity or benefits similar to this insurance. The Underwriters have full rights of subrogation

## PHYSICAL EXAMINATIONS

The Underwriters, at their own expense, shall have the right and opportunity to have a Physician examine any Assured whose Bodily Injury or Illness is the basis of claim when and as often as it may be reasonably required while a claim is pending. The Assured shall make available to the Underwriters all medical reports and records, and when required, shall sign all authorization forms necessary to give the Underwriters a full and complete medical history. The refusal of Your Doctor or Hospital to make all medical reports and records available to the Underwriters could cause an otherwise valid claim to be denied or the claim to be closed due to no or insufficient reply from the Assured's medical providers.

## DISPUTES AND LEGAL ACTIONS

The parties heron agree that any and all disputes, claims, or controversies arising out of or relating to this certificate, or its alleged breach, that are not resolved by the parties hereon, shall be submitted to final and binding arbitration. Such arbitration shall be conducted in the City of Jackson, Mississippi, U.S.A., in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgement on any award rendered in such arbitration may be entered in any state or federal court in such City. Such arbitration shall be the sole remedy for any disputes, claims or controversies on this certificate. Notices in connection with such arbitration and process in any judicial proceeding in connection herewith may be served by personal delivery or registered mail or via courier to the Underwriters at the address of it's Administrator and to the Assured at the most current address appearing on the records of the Underwriters, with the same effect as if personally served, sent by registered mail or via courier in such city. The Assured must file the request for arbitration to the Underwriters within one hundred and eighty (180) days of the event which brought about the dispute, claim or controversy between the parties hereon. **Failure of the Assured to give such notice to the Underwriters within the one hundred and eighty (180) day period will relieve the Underwriters of any and all liability for the dispute, claim or controversy.** (See Specific Exclusion 16) The Underwriters liability in any such arbitration shall be limited to such amounts that are specified under this certificate, with such interest thereon and such costs of the arbitration proceeding, if any, as the arbitrators may direct. In no event shall the Underwriters be liable for any extra-contractual damages, whether characterized, without limitation, as consequential, exemplary, punitive or tort damages, for any disputes, claims or controversies arising out of or relating to this certificate.

## ELIGIBILITY

To be eligible for this insurance You must:

- 1) be less than 61 years old as a new Applicant,
- 2) not be a permanent resident or de facto permanent resident of the U.S.A.,
- 3) meet the Active Provision and Effective Date requirement of this certificate.
- 4) must be less than 65 years old.

This certificate is not available to any resident of the United States of the America and has not been filed with or approved by any insurance regulatory authority in the United States of America.

## MONTHLY DISABILITY BENEFITS

The Monthly Disability Benefit amounts payable under this insurance are shown in the application for coverage and, Certificate of Coverage page. Monthly Disability Benefits are subject to the Certificate Provisions, Certificate Definitions General Conditions, General Exclusions, and Specific Exclusions of this certificate.

## SUCCESSIVE PERIODS OF DISABILITY

During a period of Disability, the Underwriters will consider such Disablement continuous, if other Accidents or Illnesses caused it to continue. A continuous period of Disability concludes when the Assured is no longer considered Disabled. Successive periods of Disability will be considered as one period of Disability unless they are due to unrelated causes or separated by a time when the Assured is able to perform four or more of the Activities of Daily Living. A separate Elimination Period will apply for each separate period of Disability.

## LUMP SUM DISABILITY BENEFITS

If the Underwriters has paid to the Assured, the Monthly Disability Benefit for the Maximum Benefit Period and at the expiration of such Maximum Benefit Period the Assured is still Disabled as a result of the same Accident or Illness, this insurance will then pay to the Assured a Lump Sum Benefit equal to one hundred (100) times the Monthly Disability Benefit chosen by the Assured on the application for coverage. (Example: If the Monthly Disability Benefit chosen by the Insured Person is \$5,000, then after being continuously disabled for thirty six (36) months this insurance will pay a Lump Sum Benefit of \$500,000). See Termination of Disability Monthly Benefits due to the Insured Person becoming age 65.

## TERMINATION OF MONTHLY DISABILITY/ LOSS OF USE BENEFITS

Monthly Disability Benefits will cease for an Assured on the earliest of:

- 1) the date on which the Assured is no longer Disabled,
- 2) the date on which an Assured may die,
- 3) the Maximum Benefit Period has been exhausted,
- 4) the Underwriters determine a misrepresentation has been made.
- 5) the premium is not paid.
- 6) **the anniversary date of the certificate after the Assured becomes 65 years old.** (See Specific Exclusion 18)

**If a Disabled Assured person becomes 65 years old and the Monthly Disability Benefits are terminated prior to thirty-six (36) consecutive Monthly Disability Benefits being paid, then the Lump Sum Benefit will not be paid.**

## ACTIVE PROVISION

The Assured must be active on the scheduled Effective Date of coverage. If the Assured does not meet the Active Provision of the certificate, the coverage will not become effective until such time as the Assured is actually active.

## GOVERNING LAW

Any matters relating to interpretation of this certificate including any matters relating to the representations of the Assured in connection with the application for coverage or issuance of this insurance shall be resolved in accordance with the laws of the State of Mississippi.

## SEVERABILITY

If any Provision of this certificate is found to be unenforceable, such Provision shall be considered severed from the remaining Provisions of this certificate and such remaining Provisions shall be and remain in full force and effect.

## RENEWAL CONDITIONS

This certificate is an annual contract which, until terminated, may be renewed on the anniversary date as provided below:

- (1) If no notice of cancellation has been given by either party at least one month prior to renewal,
- (2) the premium due has been paid prior to the expiration date, and
- (3) no condition of this certificate has been breached by the Assured.

The Underwriters through an appointed broker shall offer to renew this certificate at rates and on the terms prevailing at the time for the Class of the Assured.

Such offer may be accepted by payment of the renewal premium within thirty (30) days of the renewal date. Upon payment for each renewal a new Certificate of Coverage will be issued as evidence that insurance is in force. If these conditions are not met, the certificate is terminated.

The Underwriters agree that no individual Assured shall be independently penalized by cancellation of the certificate or rate increase due to a poor claims record. Any certificate cancellations or rate increases will only be made by Class of Assured not by individual Assured.

## REINSTATEMENT PROVISIONS

If this certificate terminates because a premium is not paid by the end of the Grace Period, You may apply to reinstate this certificate at any time until the first unpaid premium is ninety (90) days past due. In order to reinstate this certificate, three requirements must be met:

1. You must submit a Reinstatement application with evidence of Your insurability; and
2. Underwriters must approve the Reinstatement application; and
3. You must submit the full amount of the overdue premium.

If Underwriters approve the Reinstatement application, this certificate will be reinstated on the approval date but the certificate will not cover:

1. Illness which first manifests itself within thirty (30) days from date of Reinstatement; and
2. Any condition which is excluded by name or description. In all other respects, You and Underwriters shall have the same rights thereunder as You and Underwriters had under the certificate immediately before the due date of the defaulted premium, subject to any Provisions endorsed hereon or attached hereto in connection with the Reinstatement.

## PAYMENT OF LOSS OF USE BENEFITS

**Accidental Loss of Use Monthly Benefits will be paid as follows:**

The Accidental Loss of Use Benefit amounts payable under this certificate will be equal to the Monthly Disability Benefits chosen in the application for coverage and which is shown on the Certificate of Coverage. Monthly Disability Benefits and Monthly Loss of Use Benefits are subject to the Terms, Conditions, Certificate Provisions, Definitions and Exclusions of the certificate.

Monthly Loss of Use Benefits under this certificate will be paid by the Underwriters when an Assured Person has experienced a Loss of Use as defined. The Monthly Loss of Use Benefit is payable after an Assured Person has satisfied the Waiting Period and the Elimination Period of ninety (90) days. Monthly Loss of Use Benefits will not exceed the Maximum Monthly Disability Benefits shown on the Certificate of Coverage and such payments will not exceed the Maximum Loss of Use Benefit Period of thirty-six (36) months. Under no circumstance will the Monthly Loss of Use Benefits exceed US\$5,000, even if the Monthly Disability Benefit chosen for the certificate and shown on the Certificate of Coverage is greater than US\$5,000. **(Example:** If an Assured Person chooses the US\$7,000 Monthly Disability Benefit the Maximum Monthly Loss of Use Benefit can be only US\$5,000).

# Certificate Definitions

The following Provisions and Definitions apply to this certificate:

1. **ACCIDENT/ACCIDENTAL** means any sudden and unforeseen event occurring during the certificate period resulting in Bodily Injury independent of disease or bodily infirmity, the cause or one of the causes of which is external to the victim's own body and occurs beyond the victim's control.
2. **ACTIVE PROVISION** means the Assured is able to perform all of the Activities of Daily Living.
3. **ACTIVITIES OF DAILY LIVING** mean activities, used in measuring levels of personal functioning capacity. These activities are performed without Assistance from another individual, allowing personal independence in everyday living. The six Activities of Daily Living are:
  - a) **Continance:** the ability to voluntarily control bowel and bladder function, or, in the event of incontinence, the ability to maintain a reasonable level of control;
  - b) **Transferring:** the ability to move in and out of a chair or bed with or without equipment such as walkers, crutches, or grab bars or other support devices;
  - c) **Dressing:** putting on, taking off, fastening, and unfastening garments and undergarments and special devices such as artificial limbs or splints;
  - d) **Toileting:** getting on or off and to and from the toilet or commode, to maintain a reasonable level of personal hygiene and to care for clothing;
  - f) **Eating:** the ability to get nourishment into the body by any means once it has been prepared and made available to You;
  - g) **Bathing:** the ability to wash Yourself, either in the tub or shower or by sponge bath, without equipment or adaptive devices.
4. **APPLICANT** means the individual who executed the application for coverage.
5. **ANNIVERSARY DATE** means the renewal date of the certificate.
6. **ASSISTANCE** means You require the presence of another human being to ensure that all or part of the Activities of Daily Living may be completed or to ensure Your safety.
7. **ASSURED(S)** means the individual for whom an application has been completed or in the case of Dependents, those individuals whose names have been declared on the application form, and for whom commencement of coverage has been confirmed by the Underwriters on the Certificate of Coverage and who have been issued a certificate and for whom the premium has been paid.
8. **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 Disablement of the Assured within twelve (12) months from the date of the Accident.
9. **CLASS** means characterizations of all certificates of the same type, including but not limited to: deductible's, certificate origination date, age, group, geographical area, plans, or a combination of the above.
10. **COUNTRY of RESIDENCE** means the de facto Country of Residence of the Assured. The Country of Residence must be declared on the application form. If the Assured changes their Country of Residence, the Assured must immediately notify the Administrator about the new Country of Residence. Failure to do so may result in the invalidation or termination of coverage.
11. **CURRENCY:** All payments related to this insurance are in U.S. Dollars unless otherwise stated.
12. **DE FACTO COUNTRY of RESIDENCE** means the country stated in the application, but if an Assured is present, in another country for one hundred and eighty (180) or more days consecutively, the most recent such country shall become their de facto Country of Residence. This certificate shall terminate if the de facto Country of Residence of any Assured becomes the United States of America, and coverage of any Dependent shall terminate if the de facto Country of Residence of such Dependent becomes the United States of America.
13. **DEPENDENT(S)** means the following persons:
  - a. The primary Assured's spouse.
  - b. Any of the following qualify as the primary Assured's Dependent(s):
    1. unmarried children
    2. unmarried stepchildren;
    3. unmarried adopted children of the primary Assured or the primary Assured's spouse;
    4. or unmarried children for whom the primary Assured or the primary Assured's spouse has legal guardianship.

14. **DISABLEMENT/DISABLED/DISABILITY** means Disablement, which entirely prevents the Assured from being able to conduct any three (3) of the six (6) **Activities of Daily Living**.
15. **ELIMINATION PERIOD** means a period of consecutive days that an Assured is continuously Disabled before any Monthly Disability Benefit is payable. No Monthly Disability Benefit is payable during the Elimination Period. The duration of the Elimination Period is shown in the Schedule of Benefits. The Elimination Period begins on the first day of Disability occurring after the Effective Date of this certificate and if the Waiting Period has been satisfied if applicable.
16. **ENTIRE CONTRACT** means the actual document, including the application for coverage, the Certificate of Coverage, Schedule of Benefits, Certificate Provisions, Certificate Definitions, General Conditions, General Exclusions, Specific Exclusions, and any Amendments or Endorsements.
17. **EVIDENCE OF INSURABILITY** means the Assured must have signed an application regarding their medical history, that includes authorization for the Underwriters to obtain information about the health of the Assured.
18. **GRACE PERIOD:** Means that period of time after the certificate has lapsed due to non-payment of premium during which time the Assured may continue coverage upon receipt by the Administrator of payment in full of the premium due. The Underwriters will allow a thirty-day (30) Grace Period for annually and semi-annually paid premiums and ten (10) days for monthly paid premiums.
19. **HAZARDOUS ACTIVITIES OR HAZARDOUS SPORTS** means any activity or sport requiring skill or physical prowess, often of a competitive nature, that exposes the participant to any unavoidable danger or risk with the lack of predictability, even though the danger or risk is often foreseeable. Examples of hazardous activities or sports include but are not limited to: sky diving, mountain climbing, rock climbing, rodeo, bullfighting, any type of aviation sport, caving and pot-holing, rafting or canoeing involving white water rapids in excess of grade 5, parachuting, paragliding, hang-gliding, para-cending, test of velocity, motorcycle racing, motor sports or competition, scuba diving at a depth of more than 30 meters, boxing, jockeying, bungee jumping, polo, participation in any extreme sport or participation in any sport for compensation or as a professional.
20. **ILLNESS** means sickness or disease of the Assured which first manifests itself during the period the certificate is in force and is responsible for the Disablement of the Assured within twelve months (12) after first manifesting itself.
21. **INJURY** means Bodily injury, which is not self inflicted, is caused by an Accident and which occurs after the certificate is in force.
22. **LUMP SUM DISABILITY BENEFIT** means the amount of benefit paid to the Assured following the exhaustion of Monthly Disability Benefits which have been paid to the Assured. This benefit is equal to one hundred (100) times the MONTHLY DISABILITY BENEFIT stated on the Certificate of Coverage.

23. **LOSS OF USE** means the total and irrecoverable Loss of Use of a Hand, Foot, Arm or Leg of an Assured person and such loss is considered to be permanent and due to an Accidental Injury. With reference to the Eyes means the irrecoverable loss of an Assured person's sight in both Eyes and such loss is considered to be permanent due to an Accidental injury.
24. **MONTHLY DISABILITY BENEFIT** means the amount of benefit paid monthly to a Disabled Assured who has met the Elimination and Waiting Periods and is stated for each Assured on the Certificate of Coverage. The maximum number of Monthly Disability Benefits to be paid is thirty-six (36).
25. **MAXIMUM BENEFIT PERIOD** means the longest period for which a Monthly Disability Benefit is payable for any one period of Disability, whether from one or more causes. The Maximum Benefit Period begins at the end of the Waiting Period, if applicable, and Elimination Period. No Monthly Disability Benefits are ever payable after the end of The Maximum Benefit Period even if the Assured is still Disabled.
26. **PAYMENT DUE DATE** means the day the certificate payment is due, as stated on the Certificate of Coverage.
27. **PHYSICIAN or DOCTOR** means a person who is licensed to practice medicine and surgery as a Doctor of medicine while acting within the scope of his practice and to the extent that benefits are provided.
28. **CERTIFICATE YEAR** means a period of twelve (12) consecutive months beginning on the certificate Effective Date.
29. **PRE-EXISTING CONDITIONS** means any condition or consequence related to a medical condition, which (1) manifests itself prior to the Effective Date of the certificate or its Reinstatement, which was diagnosed by a Physician prior to the Effective Date of the certificate or its Reinstatement; or (2) for which medical advice or treatment was recommended by or received from a Physician prior to the Effective Date of the certificate; or (3) any obvious symptom which, if presented to a Physician would have resulted in a diagnosis.
- There are two types of Pre-Existing Conditions:
- (a) **DISCLOSED AT THE TIME OF THE APPLICATION:** Disclosed Pre-Existing Conditions, unless specifically excluded by endorsement or an amendment to the certificate are covered after 24 months of continuous coverage under this certificate or the period of time declared on the Schedule of Benefits page of this certificate, whichever is longer. (See Specific Exclusion 5.)
- (b) **UN-DISCLOSED AT THE TIME OF APPLICATION:** The Underwriters reserve the right to insure persons considered to be in good health and good moral risk. Un-disclosed Pre-Existing Conditions prevent the Underwriters from making the proper evaluation of the risk. Consequently, non-disclosed Pre-Existing Conditions are not covered and could result in the denial of any claim and/or the cancellation or rescinding of this certificate. (See Specific Exclusion 6)
30. **UNDERWRITERS** means Lloyd's of London Underwriters.
31. **WAITING PERIOD** means the time beginning at the certificate Effective Date and ending ninety (90) days thereafter. No claim will be paid for Illness, which first manifests itself and causes Disablement of an Assured during this time. (see Specific Exclusion 11)
32. **YOU, YOUR OR YOURSELF** means the Assured, or Dependent(s).

# General Conditions

1. This certificate, including the Certificate of Coverage, Schedule of Benefits, Certificate Provisions, Certificate Definitions, General Conditions, General Exclusions, Specific Exclusions, Amendments or Endorsements, and the written application for coverage make up the Entire Contract and shall be read together as one contract. Any word or expression to which a specific meaning has been attached in any part of this certificate shall bear such specific meaning, wherever it may appear.
2. The Assured, including any person to whom this insurance applies, shall at all times take reasonable precautions to prevent Accidents, loss or injury.
3. If the circumstances in which the insurance was entered into shall be materially changed, this certificate shall be voidable.
4. The due observance and fulfillment of the terms, conditions and limitations of this certificate insofar as they relate to anything to be done or complied with by the Assured, and the truth of the statements and answers in the said application, shall be conditions precedent to any liability of the Underwriters to make any payment under this certificate.
5. If any claim under this certificate shall be in any respect fraudulent or if any fraudulent means or devices are used by the Assured or anyone acting on behalf of the Assured under this certificate, all benefits thereunder shall be forfeited. If any past provider of medical services or medications refuses to provide an Assured's past medical records, after being presented the Assured's authorization to inspect those records, all benefits under this certificate shall be forfeited and the certificate shall be voidable.
6. The certificate will become null and void unless the Administrator is notified of any change in the de facto Country of Residence of the Assured within thirty (30) days of the change. All terms and conditions are subject to revision upon a change in the de facto Country of Residence.
7. The legal representative of an Assured shall have the right to act for an Assured who is incapacitated or deceased.
8. In the event the Underwriters cancel or otherwise invalidate this certificate due to the Assured's failure to disclose past medical history or Pre-Existing Conditions, the Underwriters reserve the right to recover from the Assured all costs and fees incurred in reasonably investigating those matters not fully disclosed. Recovery may be accomplished in any lawful manner including deduction of those costs and fees from any unearned premiums otherwise due the Assured.
9. Any Assured covered under this certificate cannot collect benefits from both the Monthly Disability Benefit and/or the Monthly Loss of Use Benefit, these benefits are **NOT** cumulative. The maximum monthly benefit payable under this certificate is the amount stated on the Certificate of Coverage. (Example: If an Assured selected a US\$7,000 Monthly Disability Benefit, the Accidental Monthly Loss of Use Benefit will be limited to US\$5,000. If an Assured suffered an Accident and lost the use of his legs he would qualify for the Monthly Disability Benefit and therefore would receive US\$7,000 per month after satisfying the Elimination Period. However, if the Assured lost the use of one hand he would not qualify for the Monthly Disability Benefit and therefore would receive the Monthly Loss of Use Benefit of US\$5,000 per month after satisfying the Elimination Period.

## General Exclusions

The Underwriters shall not be liable for any claim or benefit or any consequence whether directly or indirectly, proximately or remotely, occasioned by, contributed to, by or traceable to, or arising in connection with:

- (I) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war.
- (II) Mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power.
- (III) Any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.
- (IV) Martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege
- (V) Committing or attempting to commit a criminal offense, or provoking an assault.
- (VI) Any act of terrorism.
- (VII) Any radioactive contamination.
- (VIII) Nuclear/Chemical/Biological

The Underwriters and the Assured agrees that regardless of any contributory cause(s) this insurance does not cover any claim(s) in any way caused or contributed to by an act of war or terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of these exclusions an act of terrorism means an act, 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 or reasons including the intention to influence any government and/or to put, or any section of the public at fear.

Any consequent happening or arising during the existence of abnormal conditions (whether physical or otherwise) whether directly or indirectly, proximately or remotely, occasioned by or contributed to, traceable to or arising in connection with any of the said occurrences shall be deemed to be a consequence for which the Underwriters shall not be liable under this certificate except to the extent that the Assured shall prove that such consequence happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Underwriters alleged that by reason of these exclusions any consequence is not covered by this certificate, the burden of proving that such consequence is covered shall be upon the Assured.

# Specific Exclusions

Any claim or benefit related to the following or the consequences thereof are not covered under this certificate:

1. Treatment of mental illnesses, psychiatric, psychological or behavioral disorders of any and every kind and maintenance in a mental home.
2. All Hazardous Activities and Hazardous Sports. This does not include normal vacation sports such as skiing or snorkeling (up to a depth of 30 meters). However, based on the "Prudent Man Rule", Underwriters will deny claims when Underwriters determine that risk or negligence was a factor. Other sports will also be excluded where they involve a higher risk due to inexperience, lack of care, or knowledge of overly dangerous conditions.
3. Bodily Injury sustained while under the influence of or Disablement due wholly or partly to the effects of intoxicating liquor or drugs (other than taken in accordance with treatment prescribed by a Physician but not for treatment for drug addiction) or the Assured has a blood alcohol level of 100mg percent or more or the Assured is above the legal limit for alcohol consumption within the country of jurisdiction where the event occurs or the Assured is diagnosed as being alcoholic.
4. Claim related to a willfully self-inflicted injury or suicide.
5. Any disclosed Pre-Existing Condition, physical defect, infirmity, medical condition, or chronic or recurring Illness which existed at or within two (2) years of the date of entry of an Assured into this insurance.
6. Any claim relating to undisclosed Pre-Existing Conditions are not covered for the life of this certificate.
7. Any claim arising directly or indirectly from any death, Bodily Injury, Illness, expense or other liability attributable to Human Immunodeficiency Virus (HIV) and/or HIV illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof, however caused.
8. Any claims after the expiration date of the certificate, resulting from any Accident or Illness which occurred during the certificate period.
9. Any claim arising from the Assured's treatment of any Bodily Injury or Illness for which the person for whom the claim is being presented is not under the regular care of a Physician or which are not authorized or prescribed by a Physician.
10. An Assured being treated or under the care of a family member.
11. Any Illness which first manifests itself during the first ninety (90) days after the inclusion of any Assured into this insurance are not covered for the life of the certificate.
12. The Assured engaging in Air Travel except as a passenger in a multi-engine fixed-wing aircraft.
13. Any claim related to any Illness, Accident, Bodily Injury, or the inability to perform three (3) of the six (6) Activities of Daily Living caused by or contributed to being overweight or the condition known as obesity.
14. The Assured engaging in or taking part in armed forces services or operations.
15. Any claim that is not advised to Underwriters within twenty-one (21) days from the onset of Disablement.
16. Any dispute, claim or controversy which the Assured has not filed a request for arbitration within one-hundred and eighty (180) days from the date of the event which caused the dispute, claim or controversy.
17. Any claim related to any Illness, Accident or Bodily Injury which causes Disablement after a period of twelve (12) months from the date of Accident or Bodily Injury or when an Illness first manifested itself.
18. Any claim for benefits, (either Monthly Disability Benefits or Lump Sum Benefits), after the anniversary date of the policy following the Assured's sixty-fifth (65th) birthday.

## Notification of Claims

**In the event of an Assured becoming Disabled, notification must be given to the Morgan-White Administrators International Inc., office within 21 days.**

**FOR CLAIMS INFORMATION: Write, call, fax or email**

**Morgan-White Administrators International, Inc.  
3191 Coral Way, Suite 704  
Miami, Fl. 33145**

**Telephone: (305) 442-0899  
Fax: (305) 442-0961**

**Email: [intlclaims@morganwhite.com](mailto:intlclaims@morganwhite.com)**

**NUMBERS FOR WEEKENDS, HOLIDAYS OR IF  
OUT OF U.S.A. CALL:**

**Morgan-White Administrators International, Inc.**

**Monday-Friday 8:30 a.m. to 5:00 p.m Eastern U.S. Time  
Telephone: (305) 442-0899**

**For After Hours and on Weekends Call:**

**Telephone: (305) 476-0022  
Fax: (305) 442-0961**