

Loss of Services Insurance (Switzerland)
(Permanent Total Disablement - Any physical cause)

In consideration of the proposal and of the payment of premiums as provided herein and subject to the terms, conditions and limitations herein contained. Underwriters, hereinafter called "the Insurer", agree with the Holder, named in the schedule attached hereto, to insure the person or persons as identified in the Schedule hereinafter called "the Insured Person". against any disability resulting from any physical cause occurring during the policy period within 12 months from the date of such occurrence resulting in the commencement of the permanent total disablement, as herein defined, of the Insured Person and thereby prevent him from continuing his occupation as stated in the Schedule.

Part I - Agreements

1. Any claim made under this Policy shall be subject to the approval of two independent medical referees, one to be appointed by the holder and one by the Insurer. In the event the aforesaid independent medical referees are unable to concur in their opinion that an Insured Person is permanently and totally disabled, a third independent medical referee will be appointed by the Swiss Medical Association and/or his nominee, and any decision of such third referee shall be final and binding upon all parties hereto.
2. No benefit will be payable under this Policy unless the Insured Person shall be continuously and totally disabled for a period of 12 months during which the Insured Person is prevented from continuing his occupation as stated in the Schedule at any time during such period and unless at the expiration of such 12 months period the Insured Person is deemed, in the opinion of the aforesaid medical referees, to be completely unable to engage in such occupation without hope of improvement.
3. In the event of a claim within the meaning of this Policy, the sum insured as stated in the Schedule will be payable to the Holder beginning from the date on which the claim of the permanent total disablement of the Insured Person is fully substantiated under the Policy but in no event shall any payment be made hereunder prior to the expiration of 12 months from the commencement of such permanent total disablement. The sum insured payable hereunder shall be that sum insured stated in the Schedule which is applicable to the date of the commencement of such Permanent Total Disablement.
4. This Policy, including the endorsements, riders and proposal or application forms attached hereto, if any, constitutes the entire Contract of Insurance. No change in this Policy shall be valid until approved by the Insurer in writing and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.
5. Any provision of this policy which, on its effective date, is in conflict with the statutes of the state or province in which the Holder resides on such date is hereby amended to conform to the minimum requirements of such statutes

Definition

Permanent total disablement as referred to herein shall mean the Insured Person's complete and total physical inability, to engage in his occupation as stated in the schedule for 12 continuous months. Provided that at the end of such 12 months the Insured Person is

adjudged in accordance with the provisions of paragraph 1 of Part 1 - Agreements of this Policy to be completely unable ever again to engage in such stated occupation.

Part II - Territorial Limits

This Policy covers the Insured Person while anywhere in the world.

Part III - Exclusions

This Policy does not cover losses directly or indirectly caused or contributed by:

- a) War:
- b) Any attempt at suicide or intentional self-injury:
- c) Medical or surgical treatment except where such treatment is rendered necessary by the disability covered within the scope of the Policy:
- d) The insured persons own criminal or felonious act:
- e) The death of the Insured Person:
- f) Conditions of Psychotic. Psychoneurotic or Epileptic origin;
- g) The insured being in a state of intoxication while suffering from alcoholism or being under the influence of drugs or narcotics that are not lawfully available unless prescribed by a qualified medical practitioner:
- h) The operation, learning to operate or serving as a member of a crew of an aircraft.

Part IV - Conditions

- 1. A claim hereunder shall not be presumed solely by reason of the disappearance of the insured Person.
- 2. If the Insured Person shall engage in any occupation in which greater risk may be incurred than the occupation stated in the Schedule without first giving notice in writing to the Insurer and obtaining their permission in writing and paying such premium as the Insurer may require as the condition of giving such permission, then no claim shall be payable in respect of any bodily injury arising out of or in the course of such occupation.
- 3. Notice of any disability, likely to give rise to a claim under this Policy, with full particulars shall be given to the Insurer, through their representatives as stated in the Schedule, within ninety (90) days after its occurrence, or as soon thereafter as is reasonably possible, so as to enable the Insurer to send any medical officer or other agent to examine the Insured Person, and every facility shall be given for such examination.
- 4. Any fraud, misstatement or concealment in relation to any matter affecting this insurance or the making by the Holder of any fraudulent claims shall render this Policy null and void and all claims hereunder shall be forfeited.
- 5. All aforesaid words which are used in the masculine gender shall be understood to be the feminine where necessary.

6. In respect of all periods of insurance the term premium must be stated together with the annual rate of disbursement of same (if allowed). It further being a condition of the Policy that (a) the Policy shall automatically lapse unless such stated annual is paid within 15 days of the annual anniversary (b) that the term premium is under all circumstances always fully due unless specially agreed by Insurers to the contrary.
7. After three years from the date of issue of this Policy no misstatements, except fraudulent misstatement, made by the applicant in the application for such Policy shall be used to void the Policy or to deny a claim for Permanent Total Disablement (as defined in the Policy) commencing after the expiration of such three year period.
8. No action at law or in equity shall be brought to recover under this Policy prior to the expiration of 12 months from the commencement of the permanent total disablement as herein defined. No such action shall be brought after the expiration of three years from the commencement of such permanent total disablement

THE ACCIDENTAL DEATH OVERRIDER CLAUSE

IT IS HEREBY UNDERSTOOD AND AGREED that this Policy extends to include Accidental Bodily Injury arising from an accident during the policy period, which shall solely and independently of any other cause occasion the death of the Insured Person within twelve calendar months from the date of the accident.

IT IS FURTHER UNDERSTOOD AND AGREED that in no event can the above extension be construed as to meaning that any benefit under this Rider will be paid in addition to any benefit payable in respect of disablement and furthermore the total amount payable under this Policy will not exceed the Sum Insured set forth in the Policy Schedule.