

## **SUPPLEMENTARY PROVISION TOTAL AND PERMANENT DISABILITY**

## **GROUP INSURANCE**

This SUPPLEMENTARY PROVISION, if the provision of Total and Permanent Disability coverage is contained in the application, shall be attached to and form a part of this policy.

If an insured person sustains Total and Permanent Disability due to sickness or accidental bodily injury, the Company will pay to such insured person the Sum Insured on receipt of due proof of such disability.

Disability shall mean the total and permanent inability of the insured person as a result of accident or sickness from ever again following **fitted** occupation, or any other for which he is reasonably suited by training, education or experience, for gain or profit. The assessment of Total and Permanent Disability will only be made after 6 months of continuous total disability. The total and irrecoverable loss of sight of both eyes, or the loss by severance of two or more limbs at or above wrists or ankles, or the total and irrecoverable loss of sight of one eye and loss by severance of one limb at or above wrist or ankle will be considered as Total and Permanent Disability.

Upon payment of the Sum Insured under this Supplementary Provision, the insured person insurance under this policy shall immediately be terminated.

## **EXCLUSIONS**

The insurance under this Section does not apply to any disability caused by:

- (1) war, invasion, act of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotions assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power or any act of any person acting on behalf of or in connection with any organization actively directed towards the overthrow by force of any Government or to the influencing of it by terrorism or violence;
- (2) insured person engaging in or taking part in any naval, military or air force operation;
- (3) attempted suicide or self-inflicted injury whilst sane or insane, or the misuse of drugs or alcohol;
- (4) aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognized air line or charter service;
- (5) participation in or training for any professional or hazardous sport or competition or riding or driving in any form of race of competition, or involvement in any underwater activity necessitating the use of artificial breathing apparatus;
- (6) any police action or participation in a brawl or felony;
- (7) actions not permitted by law (except traffic or pedestrian offenses);
- (8) injury caused by nuclear fission, nuclear fusion or radioactive contamination;
- (9) pregnancy, abortion or childbirth;
- (10) disease or medical impairment from which the Insured was suffering or had a serious past history at the commencement of this insurance;
- (11) Acquired Immune Deficiency Syndrome or AIDS Related Complex.

## **FURTHER PROVISIONS**

### **APPLICABILITY OF THIS SECTION**

Nothing contained in this Section shall alter or affect any of the terms of the policy other than as specifically set out in this Section. All the provisions of the policy not conflicting with the provisions of this Section shall be applicable to this Section.

### **NOTICE AND PROOF OF CLAIM**

Written notice of claim must be given to the Company within thirty days after the accident causing any loss covered by this Section. Notice given by or on behalf of the claimant to the Company at its Home Office or to any authorized agent of the Company with information sufficient to identify the Insured whose loss is the basis of claim shall be deemed notice to the Company. The Company, upon receipt of such notice, will furnish forms for filing proof of loss. If such forms are not furnished within fifteen days after the receipt of such notice, the claimant shall be deemed to have complied with the requirements of this Section as to proof of loss upon submitting written proof of such loss in accordance with the provisions of the next succeeding paragraph.

Written proof covering the occurrence, character and extent of the loss for which claim is made must be given to the Company within ninety days after the date of such loss. Failure to furnish notice or proof within the time fixed in this Section will not invalidate or reduce any claim if it shall be shown that it was not reasonably possible to furnish such notice or proof on time and that it was furnished as soon as was reasonably possible, but in no event, except in the absence of legal capacity, later than one year from the time such notice or proof is otherwise required.

**ACTION AGAINST THE COMPANY**

No action at law or in equity shall be brought to recover on this Section of the policy prior to the expiration of sixty days after proof of loss has been filed in accordance with the requirements of this Section, nor shall such action be brought at all unless brought within three years from the expiration of the time within which proof of loss is required by this Section.

**EXAMINATION**

The Company shall have the right and opportunity to have a physician it designates examines the Insured whose loss is the basis of claim when and so often as it may reasonably require during the pendency of claim hereunder.

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