

# Futura Policy Conditions – United Arab Emirates

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### 1. Introduction

These **Policy Conditions** and your **Policy Schedule** set out the conditions of your Futura **Policy**. Please keep them – along with the key features document, your personalised illustration and any other marketing material you have – safe. They are an important part of the contract of insurance between:

- you, the Policy Owner or Policy Owners named in the Policy Schedule; and
- us, Zurich International Life Limited.

Only we can change these **Policy Conditions** (see condition 33). Your financial adviser cannot agree any changes to your **Policy**.

# 2. Glossary of terms used in this document

Additional Benefit – Optional Benefits which can be added to the Policy subject to our acceptance and which are: Accidental Death Benefit, Dismemberment Benefit, Cancer Cover, Critical Illness Benefit, Permanent and Total Disability Benefit, Hospitalisation Benefit, Family Income Benefit and/or Waiver of Premium Benefit.

Anti-Money Laundering Regulations – a set of procedures, laws or regulations designed to stop the process by which criminals attempt to conceal the true origin and ownership of the proceeds of criminal activities.

**Appropriate Medical Specialist** – A medical specialist consulted by us in connection with a claim with medical qualifications which are relevant to the medical condition which is the subject of the claim, and who is registered as a specialist in the country in which the opinion is sought.

**Assign/Assigned** – To legally transfer the ownership of your **Policy** from one **Policy Owner** to another.

**Beneficiary** – A person or company that receives an amount from the **Policy** in the event of a claim.

**Benefit** – A risk covered by us within the **Policy** as detailed in your **Policy Schedule**.

Child/Children – In respect of children's critical illness benefit or children's cancer cover, a Child or Children means the natural or legally adopted Child of any Life Insured aged between one and 18 years of age at the time of a claim. The Child must be financially dependent on the Life Insured at the time of the claim.

**Claim Event** – Any event that occurs to the relevant **Life Insured** that meets the appropriate definition contained in this document, and which triggers the payment of a claim.

**Company Medical Officer** – A medical doctor appointed by us as a medical adviser.

**Fund** – A unitised portfolio of investments managed by a **Fund Manager**.

**Fund Manager** – the person or corporate entity responsible for a **Fund's** strategy and managing its day to day trading.

Lapse – This occurs when the Policy Value can no longer sustain the ongoing Policy Charges, or as a result of us cancelling the Policy in accordance with conditions 27 Termination right due to regulatory exposure, 29 Recalcitrant Policy Owner and conditional payment, 31 Sanctions and 33 General modification right. Once a Policy has lapsed, it comes to an end and all Benefits stop.

**Life Cover** – A compulsory **Benefit** applicable to all **Policies** that pays a lump sum in the event of the death of the relevant **Life Insured**.

**Life Insured** – The person(s) whose life is insured in your **Policy**.

Nil Allocation Period – For regular premium Policies only, this is an initial period of time specified in the Policy Schedule during which 100% of your regular premium is retained by us, but during which we will pay Benefit claims. A Nil Allocation Period applies to your initial regular premium amount and any subsequent increase in regular premiums.

**Paid Up** – A **Policy** with a positive **Policy Value** where no further premiums are expected to be paid. **Partial Payment** – For specific conditions within **Critical Illness Benefit** and **Cancer Cover**, we will pay the lower of USD 20,000 (or currency equivalent determined by us), or 12.5% of the **Benefit Sum Insured** as full settlement of the claim.

Policy – Your Futura Policy is made up of these Policy Conditions together with the application for your Policy (including any supplementary forms), your Policy Schedule and any subsequent endorsements to your Policy Schedule issued by us.

**Policy Basis** – the basis on which the **Policy** is issued, either as a single life, joint life first death, joint life both death or joint life last death **Policy**.

**Policy Charges** – the charges taken from your premium(s) and/or from your **Policy Value** by us for maintaining the **Policy** and the associated insurance risks.

**Policy Conditions** – this document, which explains how your **Policy** works.

**Policy Owner** – the person(s), who is/are the legal owner(s) of your **Policy**.

Policy Schedule – a document that provides a summary of your Policy, including (but not limited to) your Policy number, name of Policy Owner and Life Insured, premium amount, Additional Benefits and Policy Charges.

**Specified Country** – Payment under some conditions within **Critical Illness Benefit** ((ix) Coronary artery bypass grafts, (xx) HIV infection and (xxv) Major organ transplant) are limited by the country in which the **Claim Event** takes place, or in which the **Life Insured** is being treated. The **Specified Countries** referred to in this instance are:

Andorra, Australia, Austria, Bahrain, Belgium, Bulgaria, Canada, Channel Islands, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Isle of Man, Iceland, Italy, Japan, Kuwait, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Malaysia, Malta, Monaco, Netherlands, New Zealand, Norway, Oman, Poland, Portugal, Qatar, Republic of Ireland, Republic of Macedonia, Romania, San Marino, Saudi Arabia, Singapore, Slovakia, Slovenia, Spain, South Africa, Sweden, Switzerland, Turkey, United Arab Emirates, United Kingdom, United States of America.

Sum at Risk – The calculation of the Benefit charge for some Benefits – Life Cover, Critical Illness Benefit and Cancer Cover – are based on a variable Sum at Risk. This is the Benefit Sum Insured less the Policy Value at the time of calculating the Benefit charge. For example, if the Life Cover Sum Insured was USD 200,000 and the Policy Value was USD 200,000, the cost of Life Cover would be calculated on a Sum at Risk of USD 150,000 (USD 200,000 – USD 50,000). For joint life Policies the Policy Value is apportioned between each Life Insured as part of the charge calculation.

**Sum Insured** – The amount specified in the **Policy Schedule** that we will pay in the event of a claim for the appropriate **Benefit** (unless otherwise stated in this document), whilst the **Policy** and the appropriate **Benefit** is in force.

**Unit** – The equal portions into which a **Fund** is divided

# 3. Your Futura

#### 3.1 Policy Owner

The **Policy Owner** can be either one or two individuals aged 18 or more, the trustees of a trust, or a corporate entity.

The **Policy Owner** is shown in your **Policy Schedule**.

#### 3.2 Policy Basis

The **Policy** can be issued on a single life, a joint life first death, a joint life both death, or on a joint life last death basis.

The **Policy Basis** is shown in your **Policy Schedule** and cannot be changed.

### 4. Life Insured

There can be one or two Lives Insured on your **Policy** aged 18 or more.

A Life Insured does not have to be a **Policy Owner**. The **Policy** can be taken out on someone else's life, as long as:

- the Life Insured agrees, and
- the **Policy Owner** can show that they would suffer financially if the **Life Insured** died.

The Life Insured is shown in your Policy Schedule and once your Policy has started a Life Insured cannot be changed or removed.

### 5. Policy Term

The **Policy** is a whole of life **Policy** and has no termination date.

#### 6. Policy Commencement Date

This is the date on which your **Policy** begins and is shown in your **Policy Schedule**.

# 7. Risk Commencement Date

This is the date on which we assume the risk for the **Benefits** on your **Policy**, and is shown in your **Policy Schedule**.

### 8. Policy Currency

All premiums due, **Policy** deductions made, withdrawals, full surrenders and/or claim payments paid out will be expressed in the **Policy Currency** you chose when you applied for your **Policy** and shown in your **Policy Schedule**.

If we receive premiums in another currency, and/or are asked to make payments from the **Policy** in another currency, all currency conversions will be made at an exchange rate determined by us at the time.

#### 9. Benefits

This **Policy** will pay a lump sum payment on the death of the relevant **Life Insured**, or their diagnosis with a terminal illness.

Depending on the **Benefit** options chosen, the **Policy** may also pay in the event of serious illness, accidental injury or death, total disability or a period of hospitalisation.

All Policies include Life Cover.

All other **Benefits** available with the **Policy** are optional and/or limited by your choice of **Policy Basis**. Your **Policy Schedule** will show which **Benefits** apply to your **Policy**.

#### 9.1. Life Cover

Subject to condition 18 **Benefit Claims**, in the event of the death of the relevant **Life Insured** by any cause not excluded by the **Policy**, we will pay the **Life Cover Sum Insured**.

The Life Cover Sum Insured is shown in your Policy Schedule.

The Life Cover Sum Insured can be reduced or fully extinguished as a result of claims for Terminal Illness Benefit, Cancer Cover and/or Critical Illness Benefit. Where the **Policy** does not end as a result of a **Life Cover** claim, we reserve the right to deduct an amount from the **Policy Value** to contribute towards the claim payment.

Life Cover is a whole of life Benefit and has no termination date. The charge for Life Cover varies with age and is based on a variable Sum at Risk and will be deducted until the earlier of a claim, your Policy Value exceeds your Life Cover Sum Insured or until the Policy ends for whatever reason.

#### Single life Policies:

Only one Life Cover claim is payable, and on payment of the claim the Policy ends. If the Policy Value is higher than the Life Cover Sum Insured, we will pay the higher amount.

#### Joint life first death Policies

Only one Life Cover claim is payable, on the death of the first of the Lives Insured to die. On payment of the claim the Policy ends. If the Policy Value is higher than the Life Cover Sum Insured, we will pay the higher amount.

#### Joint life both death Policies

A Life Cover claim is payable separately on the death of each Life Insured. The Policy ends on the payment of a Life Cover claim. For the second death claim only, if the Policy Value is higher than the Life Cover Sum Insured, we will pay the higher amount.

#### Joint life last death Policies

Only one Life Cover claim is payable, on the death of the last of the Lives Insured to die. On payment of the claim the Policy ends. If the Policy Value is higher than the Life Cover Sum Insured, we will pay the higher amount.

#### 9.2. Terminal illness Benefit

This **Benefit** is not available to joint life last death **Policies**. For all other **Policies**, subject to condition 18 **Benefit Claims**, we will pay **Life Cover Sum Insured** if, in the opinion of an attending medical practitioner (acceptable to us) and the **Company Medical Officer**, the relevant **Life Insured** is diagnosed with a terminal illness which meets the following definition:

Terminal illness means an advanced or rapidly progressing incurable illness, where the **Life Insured**'s life expectancy is no more than 12 months. Where the **Policy** does not end as a result of a terminal illness claim, we reserve the right to deduct an amount from the **Policy Value** to contribute towards the claim payment.

Terminal illness Benefit is a whole of life Benefit and has no termination date. There is no explicit charge for Terminal Illness Benefit; it is included within the cost of Life Cover.

#### Single life Policies:

Only one terminal illness claim is payable. Where no Additional Benefits apply to the Policy, on payment of the claim the Policy ends.

If Additional Benefits apply to the Policy, the Policy can continue, but without Life Cover, without Terminal Illness Benefit and without any applicable Critical Illness Benefit or Cancer Cover.

#### Joint life first death Policies

Only one **Terminal Illness Benefit** claim is payable, on the diagnosis of the first of the **Lives Insured** with a terminal illness. Where no **Additional Benefits** apply to the **Policy**, on payment of the claim the **Policy** ends. If **Additional Benefits** apply to the **Policy**, the **Policy** can continue but without **Life Cover**, without **Terminal Illness Benefit** and without any applicable **Critical Illness Benefit** or **Cancer Cover** for either of the **Lives Insured**.

#### Joint life both death Policies

A terminal illness claim is payable separately on the diagnosis of each Life Insured with a terminal illness.

Where no Additional Benefits apply to the Policy, on payment of the second terminal illness claim, the Policy ends. If Additional Benefits apply to Life Insured, the Policy can continue but without Life Cover, without Terminal Illness Benefit and without any applicable Critical Illness Benefit or Cancer Cover.

#### 9.3. Aeroplane Cover

Subject to condition 18 Benefit Claims, we will pay the Aeroplane Cover Sum Insured if the relevant Life Insured dies:

directly, solely and independently of all other causes, from bodily injury due to external, visible and accidental means within 90 days of a fixed wing aircraft accident occurring, while the relevant Life Insured was a fare paying or ticket holding passenger travelling in a fully licensed aircraft of a registered and regulated airline or charter service. An **Aeroplane Cover** claim will only be considered in conjunction with an associated **Life Cover** claim.

Claims are paid in addition to any other **Benefits** under this **Policy** payable for the same **Claim Event**.

The Aeroplane Cover Sum Insured is shown in your Policy Schedule.

The Aeroplane Cover Sum Insured can be reduced or fully extinguished as a result of claims for Terminal Illness Benefit, Cancer Cover and/or Critical Illness Benefit.

Where there are multiple Zurich **Policies** for the same **Life Insured** that include this **Benefit**, the maximum amount payable under all **Policies** for the same **Claim Event** for this **Benefit** cannot exceed USD1 million, or currency equivalent determined by us at the time.

Where the **Policy** does not end as a result of an **Aeroplane Cover** claim, we reserve the right to deduct an amount from the **Policy Value** to contribute towards the claim payment.

Aeroplane Cover is a whole of life Benefit and has no termination date. There is no explicit charge for Aeroplane Cover; it is included within the cost of Life Cover.

#### Single life Policies:

Only one **Aeroplane Cover** claim is payable, and on payment of the claim the **Policy** ends.

#### Joint life first death Policies

Only one **Aeroplane Cover** claim is payable, on the death in an aircraft accident of the first of the **Lives Insured** to die as defined in condition 9.3 Aeroplane Cover above. On payment of the claim the **Policy** ends.

#### Joint life both death Policies

An Aeroplane Cover claim is payable separately on the death of each Life Insured in an aircraft accident as defined in condition 9.3 Aeroplane Cover above. The Policy ends on the payment of the second Aeroplane Cover claim.

#### Joint life last death Policies

Only one **Aeroplane Cover** claim is payable, on the death in an aircraft accident of the last of the **Lives Insured** to die as defined in condition 9.3 Aeroplane Cover above. On payment of the claim the **Policy** ends.

#### 9.4. Critical illness Benefit

This **Benefit** is not available to joint life last death **Policies**.

Claims under this **Benefit** will only be accepted where the **Claim Event** occurs 90 days or more after:

- the risk commencement date, or
- the date of reinstatement of the **Benefit**, or
- the date of any increase to the **Benefit** (this only applies to the increased **Benefit** amount), or
- the date the **Benefit** is added to the **Policy**.

Subject to condition 18 **Benefit Claims** and the 90 day qualifying period, we will pay the appropriate amount of the **Critical Illness Benefit Sum Insured** if the relevant **Life Insured** is diagnosed with a critical illness, or undergoes a medical procedure as set out in the critical illness definitions below. Critical illness means any one of the following:

# i) Aorta graft surgery – for disease and trauma

The undergoing of surgery for disease or following traumatic injury to the aorta with excision and surgical replacement of a portion of the diseased aorta with a graft.

The term aorta includes the thoracic and abdominal aorta but not its branches.

For the above definition, the following is not covered:

• any other surgical procedures for example the insertion of stents or endovascular repair.

#### ii) Aplastic anaemia – resulting in permanent symptoms

Bone marrow failure that results in permanent anaemia, neutropenia and thrombocytopenia requiring as a minimum one of the following treatments:

- marrow stimulating agents;
- bone marrow transplant;
- blood transfusion;
- immunosuppressive agents.

The diagnosis must be confirmed by a haematologist.

For the above definition the following are not covered:

- other forms of anaemia.
- iii) Bacterial meningitis resulting in permanent symptoms

The unequivocal diagnosis of bacterial meningitis resulting in permanent neurological deficit with persisting clinical symptoms or physical deficit.

For the above definition, the following are not covered:

• other forms of meningitis, including viral meningitis.

# iv) Benign brain tumour – resulting in permanent symptoms

A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

The requirement for permanent neurological deficit with persisting clinical symptoms will be waived if the benign brain tumour is surgically removed.

For the above definition, the following are not covered:

- Tumours in the pituitary gland;
- Angiomas.

#### v) Blindness – permanent and irreversible

Permanent and irreversible loss of sight to the extent that even when tested with the use of visual aids, vision is measured at 3/60 or worse in the better eye using a Snellen eye chart.

For the above definition, the following are not covered:

- deliberate injury to the Life Insured by a Policy Owner;
- intentional self-inflicted injury.
- vi) Cancer excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue. The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having either borderline malignancy: or
  - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least clinical TNM classification T2bN0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.
- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).
- All papillary thyroid tumours unless having progressed to at least tumour size T2 or histologically classified as having caused invasion in the lymph nodes or spread to distant organs.

#### vii) Cardiomyopathy

A definite diagnosis by a consultant cardiologist of cardiomyopathy causing permanent impaired ventricular function such that the ejection fraction is 35% or less for at least six months when stabilised on therapy advised by the consultant.

The diagnosis must also be;

• Evidenced by echocardiographic abnormalities consistent with the diagnosis of cardiomyopathy.

 Classified as Stage III under the New York Heart Association (NYHA) Functional Classification.

For the purposes of this condition NYHA Stage III (as classified means);

 a marked limitation of physical activity of the person covered due to symptoms of less than ordinary activity causes fatigue, palpitations, dyspnoea or anginal pain. The person covered is only comfortable at rest.

All other forms of heart disease, heart enlargement and myocarditis are specifically excluded.

# viii) Coma – resulting in permanent symptoms

A state of unconsciousness with no reaction to external stimuli or internal needs which:

- requires the use of life support systems for a continuous period of at least 96 hours; and
- results in permanent neurological deficit with persisting clinical symptoms; and
- is not an artificial (medically induced) coma for therapeutic reasons.

For the above definition the following is not covered:

• coma secondary to alcohol, drug or chemical abuse.

#### ix) Coronary artery bypass grafts – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with bypass grafts.

If you are included on an official waiting list in a **Specified Country**, solely for coronary artery bypass surgery, up to 20% of the **Critical Illness Sum Insured** can be advanced to enable the surgery to be performed. If you are included on an official waiting list in India solely for coronary artery bypass surgery, the lower of 20% of the **Critical Illness Sum Insured** or USD 15,000 (or currency equivalent determined by us) can be advanced to enable the surgery to be performed.

#### x) Creutzfeldt-Jakob disease – requiring continuous assistance

The unequivocal diagnosis of Creutzfeldt-Jakob disease, made by a consultant neurologist, evidenced by a significant reduction in mental and social functioning such that continuous supervision or assistance by a third party is required.

#### xi) Deafness – permanent and irreversible

Permanent and irreversible loss of hearing to the extent that the loss is greater than 95 decibels across all frequencies in the better ear using a pure tone audiogram.

For the above definition, the following are not covered:

- deliberate injury to the Life Insured by a Policy Owner;
- intentional self-inflicted injury.

#### xii) Dementia (including Alzheimer's disease) before age 65 – resulting in permanent symptoms

A definite diagnosis before age 65 of Dementia or Alzheimer's disease by a consultant neurologist.

The diagnosis must confirm permanent irreversible failure of brain function resulting in significant cognitive impairment for which no other recognisable cause has been identified. Significant cognitive impairment means a deterioration or loss of intellectual capacity including the ability to:

- remember;
- reason; and
- perceive, understand, express and give effect to ideas, that results in a requirement for continual supervision to protect the Life Insured or others.

For the above definition, the following is not covered:

• dementia relating to alcohol, drug abuse or AIDS.

#### xiii) Ductal Carcinoma in Situ of the Breast – with specific treatment (Partial Payment)

We will pay the lower of 12.5% of the **Critical Illness Sum Insured** shown in the **Policy Schedule** (or any subsequent endorsement), or USD20,000 (or currency equivalent determined by us), if the **Life Insured** is diagnosed with a Ductal Carcinoma in Situ (DCIS) of the breast, which is histologically confirmed, and as a result requires total mastectomy, segmentectomy or lumpectomy. The need for the procedure must be confirmed by an oncologist or a breast surgeon.

DCIS of the breast treated by other methods and lobular carcinoma in situ of the breast are specifically excluded.

This **Benefit** is only payable once in the **Policy** lifetime and after payment, the **Critical Illness Sum Insured** and **Life Cover Sum Insured** will be reduced by the amount of the payment.

# xiv) Encephalitis

A definite diagnosis of encephalitis by a consultant neurologist resulting in permanent neurological deficit with persisting clinical symptoms.

For the above definition, the following are not covered:

• chronic fatigue syndrome and myalgic encephalomyelitis.

### xv) Liver failure – end stage End stage liver failure due to cirrhosis and resulting in all of the

- permanent jaundice;
- Ascites;

following:

• Encephalopathy;

For the above definition the following is not covered:

• liver disease secondary to alcohol, drug or chemical abuse.

#### xvi) Lung disease – end stage/ respiratory failure – of specified severity

Confirmation by a consultant physician of severe lung disease which is evidenced by all of the following:

- the need for continuous daily oxygen therapy on a permanent basis;
- evidence that oxygen therapy has been required for a minimum period of six months;
- FEV1 being less than 40% of normal;
- vital capacity less than 50% of normal; and
- dyspnea at rest.

# xvii) Heart attack – of specified severity

Death of heart muscle, due to inadequate blood supply, that has resulted in all of the following evidence of acute myocardial infarction:

- the characteristic rise of cardiac enzymes or Troponins
- new characteristic electrocardiographic changes or other positive findings on diagnostic imaging tests.

The evidence must show a definite acute myocardial infarction.

For the above definition, the following is not covered:

- other acute coronary syndromes
- angina without myocardial infarction
- Angioplasty procedure.

#### xviii) Heart Failure

A definite diagnosis of congestive heart failure by a Consultant Cardiologist. There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities to at least Class III of the New York Heart Association (NYHA) classification of functional capacity. For the purposes of this condition, NYHA Class III is defined as:

a marked limitation of physical activity of the person covered due to symptoms of less than ordinary activity causes fatigue, palpitations, dyspnoea or anginal pain. The person covered is only comfortable at rest.

#### xix) Heart valve replacement or repair – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist to replace or repair one or more heart valves.

 HIV infection – caught in a Specified Country from a blood transfusion, a physical assault or work in an eligible occupation

Infection by Human Immunodeficiency Virus resulting from:

- a blood transfusion given as part of medical treatment;
- a physical assault; or
- an incident occurring during the course of performing normal duties of employment from the eligible occupations listed below after the risk commencement date and satisfying all of the following:
  - the incident must have been reported to appropriate State and professional authorities and have been investigated in accordance with the established procedures;
  - where HIV infection is caught through a physical assault or as a result of an incident occurring during the course of performing normal duties of employment, the incident must be supported by a negative HIV antibody test taken within 10 days following the date of the incident;
  - there must be a further HIV test within 12 months confirming the presence of HIV or antibodies to the virus;
  - the incident causing infection must have occurred in a Specified Country.

For the above definition, the following is not covered:

• HIV infection resulting from any other means, including sexual activity or drug abuse.

The eligible occupations are:

- a member of the medical or dental professions;
- a police, prison or fire officer;
- a pharmacist, laboratory assistant or an employee in a medical facility.

### xxi) Kidney failure – requiring dialysis

End stage kidney disease presenting as chronic irreversible failure of both kidneys to function. This must be evidenced by the undergoing of regular renal dialysis or undergoing a renal transplantation.

# xxii) Loss of independent existence – resulting in permanent symptoms

A condition which means that the **Life Insured** is, as a result of a disease, illness or accident, permanently, totally and irreversibly unable to perform the activities in four of the six following categories, without the assistance of someone else:

- Personal hygiene washing or bathing to the extent needed to maintain personal cleanliness.
- **Dressing** putting on and taking off all necessary clothes.
- Mobility moving from one room to another or getting in and out of a bed or chair.
- Eating and drinking eating and drinking once food and drink has been prepared and made available.
- Using the lavatory getting on and off the lavatory and maintaining personal hygiene.
- **Continence** controlling bowel and bladder functions.

### xxiii) Loss of hands or feet – permanent physical severance

Permanent physical severance of any combination of two or more hands or feet at or above the wrist or ankle joints.

For the above definition, the following are not covered:

- deliberate injury to the Life Insured by a Policy Owner;
- intentional self-inflicted injury.

### xxiv) Loss of speech – total, permanent and irreversible

Total, permanent and irreversible loss of the ability to speak as a result of physical injury or disease.

For the above definition, the following is not covered:

loss of speech arising from a psychiatric or psychological disorder.

# xxv) Major organ transplant

The undergoing as a recipient of a transplant, to replace a diseased or damaged organ, of bone marrow including human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation or of one of the following complete human organs: heart, kidney, liver, lung or pancreas or inclusion on an official waiting list in a **Specified Country**, solely for such a procedure.

For the above definition, the following are not covered:

- other than the above, stem cell transplants are excluded;
- transplant of parts of organs, tissues or cells or any other organs.

# xxvi) Motor neurone disease – resulting in permanent symptoms

A definite diagnosis of motor neurone disease by a consultant neurologist. There must be permanent clinical impairment of motor function and definitive evidence of appropriate and relevant clinical examination findings (e.g. Electromyography, Electroneurography, Nerve Conduction Velocity).

#### xxvii) Multiple sclerosis – with persisting symptoms

A definite diagnosis of multiple sclerosis by a consultant neurologist. There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least six months.

#### xxviii) Open heart surgery – with surgery to divide the breastbone

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a consultant cardiologist, to correct a structural abnormality of the heart.

For the above definition, the following is not covered:

• Congenital structural heart defects.

# xxix) Paralysis of limbs – total, permanent and irreversible

Total, permanent and irreversible loss of muscle function to the whole of any two limbs as a result of physical injury or disease.

For the above definition, the following is not covered:

• loss of function arising from a psychiatric or psychological disorder.

### xxx) Parkinson's disease before age 65 – resulting in permanent symptoms

A definite diagnosis of Parkinson's disease before age 65 by a consultant neurologist. There must be permanent clinical impairment of motor function with associated tremor, and muscle rigidity.

For the above definition, the following are not covered:

- Parkinson's disease secondary to drug, alcohol or chemical abuse;
- other Parkinsonian syndromes.

#### xxxi) Primary pulmonary arterial hypertension – resulting in permanent symptoms

Primary pulmonary arterial hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterisation, resulting in permanent irreversible physical impairment to the degree of at least Class III of the New York Heart Association Classification of cardiac impairment.

For the purposes of this condition, NYHA Class III is defined as:

a marked limitation of physical activity of the person covered due to symptoms of less than ordinary activity causes fatigue, palpitations, dyspnoea or anginal pain. The person covered is only comfortable at rest.

# xxxii) Stroke – with permanent symptoms

Death of brain tissue due to inadequate blood supply or haemorrhage within the skull resulting in permanent neurological deficit with persisting clinical symptoms. The diagnosis has to be confirmed by a Consultant Neurologist with the evidence of new changes on a CT or MRI scan or other reliable imaging techniques.

For the above definition, the following are not covered:

- traumatic injury to brain tissue or blood vessels;
- cerebral symptoms due to transient ischaemic attacks, reversible neurological deficit, migraine, cerebral injury resulting from trauma or hypoxia, disturbances of vision or balance due to disease of the eye, nerve or vestibular apparatus of the ear.

# xxxiii) Systemic lupus erythematosus – of specified severity

A definite diagnosis of systemic lupus erythematosus (SLE) by a consultant rheumatologist where either of the following are also present:

Severe kidney involvement with SLE as evidenced by:

 permanent impaired renal function with a glomerular filtration rate (GFR) below
 30 ml/min/1.73m2 and abnormal urinalysis showing proteinuria or haematuria, or

- Severe Central Nervous System (CNS) involvement with SLE as evidenced by:
  - permanent deficit of the neurological system as evidenced by at least any one of the following symptoms, which must be present on clinical examination and expected to last for the remainder of the claimant's life:
  - paralysis;
    - 1. localised weakness;
    - 2. dysarthria (difficulty with speech);
    - 3. aphasia (inability to speak);
    - 4. dysphagia (difficulty in swallowing);
    - 5. difficulty in walking, lack of coordination;
    - 6. severe dementia where the insured needs constant supervision;
    - 7. permanent coma.

For the purposes of this definition:

 seizures, headaches, fatigue, lethargy or any symptoms of psychological or psychiatric origin will not be accepted as evidence of permanent deficit of the neurological system. To avoid doubt, all other forms of SLE are specifically excluded.

#### xxxiv) Third-degree burns – covering 20% of the body's surface area or 50% of the face's surface area

Burns that involve damage or destruction of the skin to its full depth through to the underlying tissue and covering at least 20% of the body's surface area or covering 50% of the face's surface area.

For the above definition, the following are not covered:

- deliberate injury to the Life Insured by a Policy Owner;
- Intentional self-inflicted injury.

#### xxxv) Traumatic head injury – with permanent symptoms

Death of brain tissue due to traumatic injury caused by external means and confirmed by new changes on a CT or MRI scan, resulting in permanent neurological deficit with persisting clinical symptoms assessed and confirmed by a Consultant Neurologist no later than six weeks from the traumatic injury.

#### xxxvi) Children's Critical Illness

Your Children are also covered for the conditions listed below at no extra cost. Children's critical illness benefit applies from the each Child's first birthday and ends when they attain age 19, as long as the Policy is in force. This Policy does not cover congenital abnormalities, birth defects and conditions present prior to age 1 or prior to the date of adoption. The most we will pay for a Child is 10% of the current Critical Illness Benefit Sum Insured or USD 15,000 whichever is the lower. For joint life both death Policies where the Critical Illness Benefit Sum Insured varies for each Life Insured, we will calculate the children's critical illness benefit on the highest amount. We will only pay one claim for each **Child** and limit claims to a maximum of three claims under this condition. At the time of a claim, we will take account of all your Zurich policies that offer this Benefit and will only pay one claim amount per Child.

The conditions covered under children's critical illness benefit are as follows and share the same definition as **Critical Illness Benefit** unless specified below:

- AIDS/HIV caught in a Specified Country by blood or blood product transfusion;
- Aorta graft surgery for disease;
- Aplastic anaemia resulting in permanent symptoms;
- Bacterial meningitis -resulting in permanent symptoms;
- Benign brain tumour resulting in permanent symptoms;

- Cancer excluding less advanced cases;
- Coronary artery by-pass surgery to divide the breastbone (a payment is available to pay for surgery after being placed on a waiting list in a Specified Country.);
- Creutzfeldt-Jakob Disease (CJD) requiring continuous assistance;
- Heart attack of specified severity;
- Heart-valve replacement or repair

   with surgery to divide the breastbone;
- Kidney failure requiring dialysis;
- Liver failure end stage;
- Major organ transplant;
- Motor neurone disease resulting in permanent symptoms;
- Multiple sclerosis with persisting symptoms;
- Paralysis total and irreversible;
- Primary pulmonary arterial hypertension – resulting in permanent symptoms;
- Stroke with permanent symptoms;
- Terminal Illness as defined in Condition 9.2 **Terminal Illness Benefit**.

In the event of a critical illness claim we will pay either:

- 100% of the Critical Illness Sum Insured, (this applies to the majority of critical illness conditions); or
- A Partial Payment of a reduced amount of the Critical Illness Sum Insured, as defined within the specific condition. The only critical illness condition affected in this way is condition (xiii)Ductal Carcinoma in situ of the breast; or
- A fixed amount of the lower of 10% of the **Critical Illness Sum Insured** or USD15,000 in the event of a children's critical illness benefit claim under Condition (xxxvi) Children's Critical Illness

The **Critical Illness Benefit Sum Insured** is shown in your **Policy Schedule**.

All **Critical Illness Benefit** claims except children's critical illness benefit claims will reduce or extinguish the **Life Cover Sum Insured**. The **Aeroplane Cover** amount may also be extinguished or reduced to match any residual **Life Cover Sum Insured**.

Where the **Policy** does not end as a result of a **Critical Illness Benefit** claim, we reserve the right to deduct an amount from the **Policy Value** to contribute towards the claim payment.

Critical Illness Benefit is a whole of life Benefit and has no termination date. The charge for Critical Illness Benefit varies with age and is based on a variable Sum at Risk and will be deducted until the earlier of a claim or until the Policy ends for whatever reason.

#### Single life Policies:

#### **Partial Payment claims**

Only one **Critical Illness Benefit** claim is payable for each **Partial Payment** condition. Where a **Partial Payment Critical Illness Benefit** claim is paid, the **Critical Illness Benefit** and **Life Cover Sums Insured** are both reduced by the amount of the claim. The **Aeroplane Cover Sum Insured** may also be reduced to match a reduced **Life Cover Sum Insured**.

#### 100% Critical Illness Benefit Sum Insured claim

Only one claim of this type is payable. On payment of the claim, the **Critical Illness Benefit** ends and the **Life Cover** and **Aeroplane Cover Sums Insured** are either:

- reduced by the amount of the claim and the **Policy** continues with any **Additional Benefits** unchanged, or
- fully extinguished.
  - Where no Additional Benefits apply to the Policy, the Policy ends.
  - Where Additional Benefits apply to the Policy, the Policy can continue, but without Life Cover, without Terminal Illness Benefit and without Critical Illness Benefit.

#### Joint life first death Policies

#### **Partial Payment claims**

Only one Critical Illness Benefit claim is payable for each Partial Payment condition for the first of the Lives Insured to make a claim. Where a Partial Payment Critical Illness Benefit claim is paid, the Critical Illness Benefit and Life Cover Sums Insured are both reduced by the amount of the claim for both Lives Insured. The Aeroplane Cover Sum Insured may also be reduced to match a reduced Life Cover Sum Insured.

#### 100% Critical Illness Sum Insured claim

Only one claim of this type is payable for the first of the Lives Insured to make a claim. On payment of the claim, the Critical Illness Benefit ends for both Lives Insured and the Life Cover and Aeroplane Cover Sums Insured are either:

- reduced by the amount of the claim for both Lives Insured, and the Policy continues with any Additional Benefits unchanged, or
- fully extinguished for both Lives Insured.

Where no **Additional Benefits** apply to the **Policy**, the **Policy** ends.

Where Additional Benefits apply to the Policy, the Policy can continue, but without Life Cover, without Terminal Illness Benefit and without Critical Illness Benefit for both Lives Insured.

#### Joint life both death Policies

#### **Partial Payment claims**

For each Life Insured, only one Critical Illness Benefit claim is payable for each Partial Payment condition. Where a Partial Payment Critical Illness Benefit claim is paid, the Critical Illness Benefit and Life Cover Sums Insured are both reduced by the amount of the claim for the Life Insured making the claim. The Aeroplane Cover Sum Insured may also be reduced to match a reduced Life Cover Sum Insured.

**100% critical illness Sum Insured claim** For each Life Insured, only one claim of this type is payable. On payment of the claim, the Critical Illness Benefit ends for the Life Insured making the claim and the Life Cover and Aeroplane Cover Sums Insured are either:

- reduced by the amount of the claim but only for the Life Insured making the claim, the Policy continues with any Additional Benefits for both Lives Insured unchanged, or
- fully extinguished for the Life Insured making the claim.

Where no Additional Benefits apply to the Policy for the Life Insured making the claim, the Policy can continue for the Life Insured not making the claim.

Where Additional Benefits apply to the Policy, the Policy can continue, but without Life Cover, without Terminal Illness Benefit and without Critical Illness Benefit for the Life Insured making the claim.

#### **Children's Critical Illness Benefit claims**

On payment of a children's critical illness benefit claim, the **Policy** continues, the **Critical Illness Benefit Sum Insured** remains unchanged for all **Lives Insured** and no reduction to the **Policy Value** is made in relation to the claim.

Children's critical illness benefit is a whole of life **Benefit** and has no termination date, although claims are limited to a maximum age of 18 for each **Child**.

#### 9.5. Cancer cover

This **Benefit** is not available to joint life last death **Policies**.

Claims under this **Benefit** will only be accepted where the **Claim Event** occurs 90 days or more after:

- the risk commencement date, or
- the date of reinstatement of the Benefit, or
- the date of any increase to the Benefit (this only applies to the increased Benefit amount), or
- the date the **Benefit** is added to the **Policy**

Subject to condition 18 **Benefit Claims** and the 90 day qualifying period, we will pay the appropriate amount of the **Cancer Cover Sum Insured** if the relevant **Life Insured** is diagnosed with an illness, or undergoes a medical procedure as set out in the **Cancer Cover** definitions below. Cancer means any one of the following: i) Benign brain tumour – resulting in permanent symptoms

> A non-malignant tumour or cyst in the brain, cranial nerves or meninges within the skull, resulting in permanent neurological deficit with persisting clinical symptoms.

The requirement for permanent neurological deficit with persisting clinical symptoms will be waived if the benign brain tumour is surgically removed.

For the above definition, the following are not covered:

- Tumours in the pituitary gland;
- Angiomas.

#### ii) Cancer – excluding less advanced cases

Any malignant tumour positively diagnosed with histological confirmation and characterised by the uncontrolled growth of malignant cells and invasion of tissue.

The term malignant tumour includes leukaemia, sarcoma and lymphoma except cutaneous lymphoma (lymphoma confined to the skin).

For the above definition, the following are not covered:

- All cancers which are histologically classified as any of the following:
  - pre-malignant;
  - non-invasive;
  - cancer in situ;
  - having either borderline malignancy: or
  - having low malignant potential.
- All tumours of the prostate unless histologically classified as having a Gleason score of 7 or above or having progressed to at least clinical TNM classification T2bN0M0.
- Chronic lymphocytic leukaemia unless histologically classified as having progressed to at least Binet Stage A.

- Any skin cancer (including cutaneous lymphoma) other than malignant melanoma that has been histologically classified as having caused invasion beyond the epidermis (outer layer of skin).
- All papillary thyroid tumours unless having progressed to at least tumour size T2 or histologically classified as having caused invasion in the lymph nodes or spread to distant organs.
- iii) Ductal Carcinoma in Situ of the Breast – with specific treatment (Partial Payment)

We will pay the lower of 12.5% of the **Cancer Cover Sum Insured** shown in the **Policy Schedule** (or any subsequent endorsement), or USD 20,000 (or currency equivalent determined by us), if the **Life Insured** is diagnosed with a Ductal Carcinoma in Situ (DCIS) of the breast, which is histologically confirmed, and as a result requires total mastectomy, segmentectomy or lumpectomy. The need for the procedure must be confirmed by an oncologist or a breast surgeon.

DCIS of the breast treated by other methods and lobular carcinoma in situ of the breast are specifically excluded.

This **Benefit** is only payable once in the **Policy** lifetime and after payment, the **Cancer Cover Sum Insured** and **Life Cover Sum Insured** will be reduced by the amount of the payment.

#### iv) Children's Cancer Cover

Your **Children** are also covered for the conditions listed below at no extra cost. Children's cancer cover applies from each **Child's** first birthday and ends when they attain age 19, as long as the **Policy** is in force. This **Policy** does not cover congenital abnormalities, birth defects and conditions present prior to age 1 or prior to the date of adoption. The most we will pay for a **Child** is 10% of the current **Cancer Cover Sum Insured** or USD 15,000 whichever is the lower. For joint life both death **Policies** where the **Cancer Cover Sum Insured** varies for each **Life Insured**, we will calculate the children's cancer cover on the highest amount. We will only pay one claim for each **Child** and limit claims to a maximum of three claims under this condition. At the time of a claim, we will take account of all your Zurich policies that offer this **Benefit** and will only pay one claim amount per **Child**.

The conditions covered under children's cancer cover are as follows and share the same definition as **Cancer Cover** unless specified below:

- Benign brain tumour resulting in permanent symptoms;
- Cancer excluding less advanced cases;

In the event of a **Cancer Cover** claim we will pay either:

- 100% of the Cancer Cover Sum Insured, (this applies to the majority of cancer cover conditions); or
- A Partial Payment of a reduced amount of the Cancer Cover Sum Insured, as defined within the specific condition. The only Cancer Cover condition affected in this way is condition (iii)Ductal Carcinoma in situ of the breast; or
- A fixed amount of the lower of 10% of the Cancer Cover Sum Insured, or USD 15,000 in the event of a children's cancer cover claim under Condition (iv) Children's Cancer Cover.

The **Cancer Cover Sum Insured** is shown in your **Policy Schedule**.

All **Cancer Cover** claims except children's cancer cover claims, will reduce or extinguish the **Life Cover Sum Insured**. The **Aeroplane Cover** amount may also be extinguished or reduced to match any residual **Life Cover Sum Insured**.

Where the **Policy** does not end as a result of a **Cancer Cover** claim, we reserve the right to deduct an amount from the **Policy Value** to contribute towards the claim payment.

Cancer cover is a whole of life Benefit and has no termination date. The charge for Cancer Cover varies with age and is based on a variable Sum at Risk and will be deducted until the earlier of a claim, the Policy Value exceeds the Benefit Sum Insured or until the Policy ends for whatever reason.

# Single life Policies:

#### Partial Payment Cancer Cover Sum Insured claims

Only one Cancer Cover claim is payable for the Partial Payment condition. Where a Partial Payment Cancer Cover claim is paid, the Cancer Cover and Life Cover Sums Insured are both reduced by the amount of the claim. The Aeroplane Cover Sum Insured may also be reduced to match a reduced Life Cover Sum Insured.

**100% Cancer Cover Sum Insured claim** Only one claim of this type is payable. On payment of the claim, the **Cancer Cover** ends and the **Life Cover** and **Aeroplane Cover Sums Insured** are either:

- reduced by the amount of the claim and the Policy continues with any Additional Benefits unchanged, or
- fully extinguished.

Where no **Additional Benefits** apply to the **Policy**, the **Policy** ends.

Where Additional Benefits apply to the Policy, the Policy can continue, but without Life Cover, without Terminal Illness Benefit and without Cancer Cover.

#### Joint life first death Policies

#### Partial Payment Cancer Cover Sum Insured claims

Only one Cancer Cover claim is payable for the Partial Payment condition for the first of the Lives Insured to make a claim. Where a Partial Payment Cancer Cover claim is paid, the Cancer Cover and Life Cover Sums Insured are both reduced by the amount of the claim for both Lives Insured. The Aeroplane Cover Sum Insured may also be reduced to match a reduced Life Cover Sum Insured.

**100% Cancer Cover Sum Insured claim** Only one claim of this type is payable for the first of the **Lives Insured** to make a claim. On payment of the claim, the Cancer Cover ends for both Lives Insured and the Life Cover and Aeroplane Cover Sums Insured are either:

- reduced by the amount of the claim for both Lives Insured, and the Policy continues with any Additional Benefits unchanged, or
- fully extinguished for both Lives Insured.

Where no **Additional Benefits** apply to the **Policy**, the **Policy** ends.

Where Additional Benefits apply to the Policy, the Policy can continue, but without Life Cover, without Terminal Illness Benefit and without Cancer Cover for both Lives Insured.

#### Joint life both death Policies

#### Partial Payment Cancer Cover Sum Insured claims

For each Life Insured, only one Cancer Cover claim is payable for the Partial Payment condition. Where a Partial Payment Cancer Cover claim is paid, the Cancer Cover and Life Cover Sums Insured are both reduced by the amount of the claim for the Life Insured making the claim. The Aeroplane Cover Sum Insured may also be reduced to match a reduced Life Cover Sum Insured.

#### 100% Cancer Cover Sum Insured claim

For each Life Insured, only one claim of this type is payable. On payment of the claim, the Cancer Cover ends for the Life Insured making the claim and the Life Cover and Aeroplane Cover Sums Insured are either:

- reduced by the amount of the claim but only for the Life Insured making the claim, the Policy continues with any Additional Benefits for the both Lives Insured unchanged, or
- fully extinguished for the Life Insured making the claim.

Where no Additional Benefits apply to the Policy for the Life Insured making the claim, the Policy will continue for the Life Insured not making the claim.

Where Additional Benefits apply to the Policy, the Policy will continue, but without Life Cover, Aeroplane Cover, Terminal Illness Benefit and Cancer Cover for the Life Insured making the claim.

#### Children's Cancer Cover Sum Insured claims

On payment of a children's cancer cover claim, the **Policy** continues, the **Cancer Cover Sum Insured** remains unchanged for all **Lives Insured** and no reduction to the **Policy Value** is made in relation to the claim.

Children's cancer cover is a whole of life **Benefit** and has no termination date, although claims are limited to a maximum age of 18 for each **Child**. There is no explicit charge for children's cancer cover; it is included within the cost of **Cancer Cover**.

#### 9.6. Waiver of Premium Benefit

Subject to condition 18 Benefit Claims, if at any premium due date before the Life Insured's 70th birthday, the Life Insured becomes totally disabled (as described in this condition) for a continuous period of at least six months, and a Waiver of Premium Benefit claim is accepted by us, we will apply the Waiver of Premium Benefit Sum Insured to your Policy in lieu of your regular premiums for as long as the disability continues, or until the earlier of

- your request to remove the Benefit, or
- your regular premium payment period comes to an end, or
- your **Policy** is fully surrendered, or
- the Life Insured recovers from the disability, or disabilities described in this condition, or
- your **Policy** comes to an end because of a separate claim, such as a death claim or because it has **Lapsed**.

Totally disabled at the time of a **Waiver of Premium Benefit** claim means:

# Lives insured aged 70 or younger in gainful employment

A Life Insured shall be regarded as being totally disabled if they are unable to (for reward or otherwise) engage in their own occupation, profession or business as well as unable to engage in any other occupation to which they are fitted by education, training or experience, as a result of the disability.

# Lives insured aged 70 or younger not in gainful employment

A Life Insured shall be regarded as being totally disabled if they are unable to perform at least two activities of daily working, which are:

- Walking the ability to walk more than 200 metres on the flat without stopping or severe discomfort.
- Bending the ability to get into or out of a standard saloon car, or the ability to bend or kneel to pick up a light object from the floor and straighten up again.
- Communicating the ability to answer the telephone and take a message.
- Reading having the eyesight required to be able to read with corrective aids (if required).
- Writing having the physical ability to write legibly using a pen or pencil.

Only one **Waiver of Premium Benefit** claim is allowed at any one time.

Prior to age 70, this **Benefit** does not automatically end on payment of a claim. The **Benefit** continues and a subsequent **Claim Event** before age 70 would trigger a new claim.

The charge for **Waiver of Premium Benefit** varies with age and is based on the **Benefit Sum Insured.** Waiver of Premium **Benefit** and the accompanying charge will stop on the earlier of the **Life Insured** reaching age 70, or if regular premiums stop.

#### **All Policies**

Payment of the claim does not end the Policy and any other Benefits on the Policy can continue unchanged. On completion of a claim, Waiver of Premium Benefit can remain in place for the Life Insured, if required, as long as regular premiums continue to be paid.

9.7. Permanent and Total Disability Benefit This Benefit is not available to joint life last death Policies. For all other Policies, subject to condition 18 Benefit Claims, we will pay the Permanent and Total Disability Benefit Sum Insured as a single lump sum amount if the Life Insured is diagnosed as being permanently and totally disabled before the Life Insured's 70th birthday, and has been so disabled for a continuous period of at least 180 days.

Permanent and total disability at the time of a claim means:

# Lives insured aged 70 or younger in gainful employment

A Life Insured shall be regarded as having permanent and total disability if they are unable to (for reward or otherwise) engage in their own occupation, profession or business as well as unable to engage in any other occupation to which they are fitted by education, training or experience, as a result of the disability. Permanent in this instance means that, in the opinion of an Appropriate Medical Specialist, the disability is expected to remain with the Life Insured for the rest of their life.

# Lives insured aged 70 or younger not in gainful employment

A Life Insured shall be regarded as having permanent and total disability if they are unable to perform at least two activities of daily working, which are:

- Walking the ability to walk more than 200 metres on the flat without stopping or severe discomfort.
- Bending the ability to get into or out of a standard saloon car, or the ability to bend or kneel to pick up a light object from the floor and straighten up again.
- Communicating the ability to answer the telephone and take a message.
- Reading having the eyesight required to be able to read with corrective aids (if required).
- Writing having the physical ability to write legibly using a pen or pencil.

Permanent in this instance means that, in the opinion of an **Appropriate Medical Specialist**, the disability is expected to remain with the **Life Insured** for the rest of their life. The charge for Permanent and total disability **Benefit** varies with age and is based on the **Benefit Sum Insured**. Permanent and total disability **Benefit** and the accompanying charge will stop at the earlier of a claim or the **Life Insured** reaches age 70.

# Single life Policies:

Only one **Permanent and Total Disability Benefit** claim is payable. Payment of the claim does not end the **Policy** (unless there is no Life Cover remaining in force) and any other **Benefits** on the **Policy** can continue unchanged.

# Joint life first death Policies

Only one **Permanent and Total Disability Benefit** claim is payable, on the first diagnosis of permanent and total disability of either of the Lives Insured. On payment of the claim, Permanent and Total Disability Benefit ends for both lives, but the Policy does not end (unless there is no Life Cover remaining in force) and any other Benefits on the Policy can continue unchanged.

### Joint life both death Policies

Where both Lives Insured have chosen this Benefit, claims are payable separately on the diagnosis of permanent and total disability for each Life Insured. On payment of the claim, Permanent and Total Disability Benefit ends for the Life Insured making the claim, but the Policy does not end (unless there is no Life Cover remaining in force) and any other Benefits on the Policy can continue unchanged.

#### 9.8. Family Income Benefit

This **Benefit** is not available to joint life last death **Policies**. For all other **Policies**, subject to condition 18 **Benefit Claims**, in the event of the death of the relevant **Life Insured**, we will pay the **Family Income Benefit Sum Insured** as a series of annual payments for the remainder of the specified **Benefit** term.

Family Income Benefit claims are paid in addition to any other Benefits under this Policy payable for the same Claim Event.

A **Family Income Benefit** claim will only be considered in conjunction with an associated **Life Cover** claim.

The Family Income Benefit Sum Insured and the Benefit term are shown in your Policy Schedule.

The charge for Family Income **Benefit** varies with age and is based on the reducing **Benefit Sum Insured**. Family income **Benefit** and the accompanying charge will stop at the earlier of a claim or at the end of the **Benefit** term shown in the **Policy Schedule**.

#### Single life Policies:

Only one Family Income Benefit claim is payable. As a result of a claim, our obligation to pay a Benefit amount may continue for the remaining Benefit term, but the Policy ends when we admit the claim.

#### Joint life first death Policies

Only one Family Income Benefit claim is payable, on the death of the first of the Lives Insured to die. As a result of a claim, our obligation to pay a **Benefit** amount may continue the remaining **Benefit** term, but the **Policy** ends when we admit the claim.

#### Joint life both death Policies

A Family Income Benefit claim is payable separately on the death of each Life Insured. As a result of a claim, our obligation to pay a Benefit amount will continue for the remaining Benefit term, but the Policy ends when we admit the second Family Income Benefit claim.

#### 9.9. Accidental Death Benefit

This **Benefit** is not available to joint life last death **Policies**. For all other **Policies**, subject to condition 18 **Benefit Claims**, we will pay the Accidental Death **Benefit Sum Insured** if:

the relevant Life Insured dies as a direct result of an accident, provided that the death occurs within 30 days of the Claim Event and the Claim Event occurs before the Life Insured's 70th birthday.

An Accidental Death Benefit claim will only be considered in conjunction with an associated Life Cover claim. Accidental Death Benefit claims are paid in addition to any other Benefits under this Policy payable for the same Claim Event.

The Accidental Death Benefit Sum Insured is shown in your Policy Schedule.

The charge for Accidental Death Benefit does not vary by age and is based on the Benefit Sum Insured. Accidental Death Benefit and the accompanying charge will stop at the earlier of a claim or the Life Insured reaches age 70.

#### **Single life Policies:**

Only one Accidental Death Benefit claim is payable, and on payment of the claim the **Policy** ends.

#### Joint life first death Policies

Only one Accidental Death Benefit claim is payable, on the death by accidental means of the first of the Lives Insured to die, and on payment of the claim the Policy ends.

#### Joint life both death Policies

An Accidental Death Benefit claim is payable separately on the death by accidental means of each Life Insured. As a result of a claim, and on payment of the second claim the Policy ends.

#### 9.10. Dismemberment Benefit

This **Benefit** is not available to joint life last death **Policies**. For all other **Policies**, subject to condition 18 **Benefit Claims**, if:

the **Life Insured** sustains bodily injuries before age 70 solely, directly and independently of all other causes through external, violent, visible and accidental means and within 30 days of sustaining those injuries, suffers the loss of sight or limb as a direct result of those injuries, we will pay the following percentage of the dismemberment Sum Insured, as long as the Life Insured survives the injuries and is alive 30 days after the event that caused the injuries:

100% of the Dismemberment Sum Insured	50% of the Dismemberment Sum Insured
For loss of:	For loss of:
both hands, both feet, sight in both eyes, one hand and one foot, one foot and sight in one eye or one hand and sight in one eye.	one hand, one foot or sight in one eye.

Loss of hand or foot means the loss by physical severance at or above the wrist or ankle joints respectively and loss of sight means total and irrecoverable loss of sight.

The maximum amount payable, whether as a result of one claim or more, cannot exceed 100% of the **Dismemberment Benefit Sum Insured**.

The charge for Dismemberment **Benefit** does not vary by age and is based on the **Benefit Sum Insured. Dismemberment Benefit** and the accompanying charge will stop at the earlier of a claim or claims that result in the payment of 100% of the **Dismemberment Benefit Sum Insured**, or the Life Insured reaches age 70.

#### Single life Policies:

We will only pay a maximum of the Dismemberment Benefit Sum Insured in total, but this could be made up by more than one claim. In the event of a claim that pays 50% of the Dismemberment Benefit Sum Insured, the Dismemberment Benefit Sum Insured is reduced by the amount of the claim and the Policy can continue with all other **Benefits** that apply to the **Policy** unchanged.

Joint life first death Policies We will only pay a maximum of the Dismemberment Benefit Sum Insured in total, but this could be made up by more than one claim from either Life Insured. In the event of a first claim that pays 50% of the Dismemberment Benefit Sum Insured, the Dismemberment Benefit Sum Insured is reduced by the amount of the claim for both Lives Insured and the Policy can continue with all other Benefits that apply to the Policy unchanged.

# Joint life both death Policies

Both lives can claim a maximum of the **Dismemberment Benefit Sum Insured** attributable to them, but this could be made up by more than one claim from either Life Insured. In the event of a first claim that pays 50% of the **Dismemberment Benefit Sum Insured** for either Life Insured, the Dismemberment Benefit Sum Insured for the Life Insured making the claim is reduced by the amount of the claim. The **Dismemberment Benefit Sum Insured** for the Life Insured not making the claim is not affected and the Policy can continue with all other Benefits that apply to the Policy unchanged.

#### 9.11. Hospitalisation Benefit

This **Benefit** is not available to joint life last death **Policies**. Claims under this **Benefit** will only be accepted where the **Claim Event** occurs 90 days or more after:

- the risk commencement date, or
- the date of reinstatement of the **Benefit**, or
- the date of any increase to the Benefit (this only applies to the increased Benefit amount), or
- the date the **Benefit** is added to the **Policy**

Subject to condition 18 **Benefit Claims** and the 90 day qualifying period, we will pay the **Hospitalisation Benefit Sum Insured** if:

The relevant Life Insured is hospitalised for 4 or more consecutive days and up to a maximum of 365 consecutive days for the same Claim Event before the Life Insured's 70th birthday.

#### Hospitalisation means:

The **Life Insured** is admitted to any hospital for a surgical procedure on the recommendation and approval of a doctor, or confined to a hospital for treatment other than for a surgical procedure, for a continuous period of at least 4 days.

Claims will be paid as a single lump sum payment for the entire period of hospitalisation. The claim payment will be calculated as the **Hospitalisation Benefit Sum Insured** multiplied by the length of the hospital stay divided by seven, as long as the period of hospitalisation is 4 or more continuous days. Any period of hospitalisation (for any cause) commencing within 30 days of the end of a previous period of hospitalisation will be treated as a continuation of the previous hospitalisation period.

Prior to age 70, this **Benefit** does not automatically end on payment of a claim. The **Benefit** continues and any subsequent **Claim Event** before age 70 would trigger a new claim.

The charge for Hospitalisation **Benefit** varies with age and is based on the **Benefit Sum Insured. Hospitalisation Benefit** and the accompanying charge will stop when the **Life Insured** reaches age 70.

The Hospitalisation Benefit Sum Insured is shown in your Policy Schedule.

### **Single life Policies:**

In the event of a claim, the Hospitalisation Benefit Sum Insured and any other Benefit on the Policy, remain unchanged.

# Joint life first death Policies

In the event of a claim, the Hospitalisation Benefit Sum Insured and any other Benefit on the Policy for both lives, remain unchanged. Either Life Insured can claim separately or both Lives Insured can claim Hospitalisation Benefit at the same time.

### Joint life both death Policies

In the event of a claim, the Hospitalisation Benefit Sum Insured and any other Benefit on the Policy for both lives, remain unchanged. Either Life Insured can claim separately or both Lives Insured can claim Hospitalisation Benefit at the same time.

### 10. Life event increase option

This option will only apply if it is shown in your **Policy Schedule** as being applicable to you.

For the life events described below, you can increase your **Benefits** with no requirement for further underwriting.

You may use this option as many times as you like provided that:

- the total Sum Insured for all life event option increases for your Policy does not exceed the lower of 25% of the original Benefit Sum Insured or USD 100,000; and
- you must make use of the option before the Life Insured's 55th birthday (for a joint life Policy this would apply to the oldest life); and
- you have not made or are not eligible to make a claim on the **Policy**.
- the increase takes effect within 90 days of the life event occurring; and
- you send us the evidence of the life event that we need, as outlined below.

The maximum **Benefit** increase limit specified above applies to each **Policy**, not to each separate **Life Insured**.

We will use the **Benefit** rates applicable at the time of the request based on the **Life Insured**'s age at the time of making the application.

Life event	Evidence required
Marriage	Marriage certificate
Divorce	Decree Absolute, dissolution order or similar legally effective document
Birth or adoption of a child	Birth or adoption certificate
Buying a residential property (with a mortgage on the property)	Evidence of a mortgage on the property
Moving house	Evidence of a new mortgage or loan on the property
Home improvements	Evidence of a new mortgage or loan on the property

The life event increase option will be excluded from **Policies** that are reinstated from **Lapse**.

# 11. Changing the Benefits or Benefit sums insured

We have the right to reduce any of the **Benefit** sums insured on your **Policy** in accordance with these **Policy** conditions.

You can choose to reduce any of the **Benefit** sums insured or remove any **Additional Benefit** at any **Policy** anniversary or regular premium due date without us requiring any underwriting evidence.

You can ask us to increase any **Benefit Sum Insured** or add any **Additional Benefit** to the **Policy**, subject to any underwriting evidence we require and subject to any minimum or maximum **Benefit** amounts applicable at the time. We will assess the underwriting evidence and will either:

- accept the increase or addition at standard rates, or
- apply special terms to the increase or addition, or
- apply exclusions to the increase or addition, or
- decline the increase or addition.

Where accepted, an increase to a **Benefit** or the addition of a **Benefit** will take effect from the 1st of the month following our decision and any associated **Benefit** charges will increase or commence from this date.

# 12. The Funds and Units

The **Policy** is unit-linked, which means that we use your premiums to invest on your behalf in your chosen **Fund** or **Funds**. We retain ownership of the **Funds**.

We allocate **Units** to your **Policy** in your chosen **Fund** or **Funds** and the **Units** are used to calculate your ongoing **Policy Value**. Each time you pay a premium, we determine how many **Units** to allocate to your **Policy** using the following formula:

> (Net Premium\*) x (% Fund split specified by you)

(Next available **Fund** price following receipt of your premium)

\*The premium we receive from you, less any applicable premium charge

When deductions are made from the **Policy**, (for ongoing **Policy Charges**, any partial or full surrenders), we will calculate the number of **Units** deducted from the **Policy** proportionately from each of the **Funds** using the following formula:

(Amount of the deduction in the Fund Currency) x (% Fund split by value)

### (next available Fund price)

When calculating the number of **Units** in any transaction we will round to 3 decimal places and any rounding adjustments accrue to us.

You can change your choice of **Funds** at any time and you can apply a change of **Fund** choice to your **Policy Value** and/or your future premiums.

Full details of the **Funds** available can be found on our website **www.zurich.ae/en/ individuals/savings-and-investments** and are also shown in our current **Fund** information which may be obtained from us on request.

We may change the range of **Funds** that are available.

# 12.1. Fund Prices

The **Funds** are dealt and valued on a daily basis (providing it is a working day in both the Isle of Man and the jurisdiction of the Fund). **Fund** prices are calculated and provided by the **Fund Manager(s)** at the end of each day. These prices are then used to value the **Units** allocated to your **Policy**.

Fund prices are available on our Fund Centre at www.zurich.ae/en/individuals/ savings-and-investments.

12.2. **Deferral of selling and buying Units** We reserve the right to defer selling or buying **Units**. In the event of deferral under this condition, the transaction will take place using the next available **Fund** price at the time.

# 12.3. Deferral of payment

We reserve the right to defer any payment to you if payment to us by the **Fund Manager** has been deferred for any reason. In the event of deferral under this condition, we will make payment upon receipt of the full amount from the **Fund Manager**.

There will be no interest payable in respect of the deferred payment.

#### 12.4. Switching Funds

You can switch part or all of the **Funds** held within your **Policy** into other **Funds**.

Switches will take place using the next available **Fund** price, and we reserve the right to defer or refuse any switches.

# 13. Premiums and Policy status

#### 13.1. Payment of premiums

All premiums must be sent to us by an acceptable payment method, and you will bear any charges made by a financial institution for making the premium payments.

We reserve the right to refuse to accept your premium to avoid breaching any **Anti-Money Laundering Regulations** or any other applicable laws and regulations in the Isle of Man or any other relevant jurisdiction.

We expect all premium payments to be made in your **Policy Currency**. You can pay in a different currency, but this amount will be converted by us into your **Policy Currency** and you will bear the cost of any additional conversion charges made by a financial institution. All currency conversions will be subject to the exchange rates used by us at the time. Please see condition 15.6 Currency Exchange Charge for details on this.

Your **Policy Schedule** will show a premium due date for the first regular premium, the regular premium amount and currency, the regular premium frequency and the allocation rates that will apply to regular premiums over time. Subsequent regular premiums are due at intervals based on the premium frequency applicable to your Policy,

If you pay a single premium, your **Policy Schedule** will show the premium amount, the premium currency and the allocation rate applied to the single premium.

# 13.2. When and how your premiums are invested

On the receipt and acceptance by us, your premium will be used to buy **Units** in the **Fund** or **Funds** chosen by you when you apply for your **Policy**, or any other written instruction.

**Units** will be bought using the next available price.

The percentage of your premium that we invest into each **Fund** will be shown in your **Policy Schedule**.

You can change your choice of **Funds** at any time.

# 13.3. Differences in regular premiums received

If we receive an amount that does not equal the premium due, we may, at our discretion, accept the amount received as settlement of the amount due, but the amount we invest in your choice of **Funds** will be limited to the amount received.

#### 13.4. Increases to regular premiums

You can ask to increase your regular premium amount by contacting us directly, or through your financial adviser. Depending on the amount of the increase, there may be other requirements we need and we will let you know at the time.

Following receipt and acceptance by us of your request, the first increased premium will be due on the next premium due date.

A **Nil Allocation Period** will apply for any increased regular premium amount, from the premium due date of the first increased premium.

If **Waiver of Premium Benefit** applies to your **Policy**, the increase in the **Benefit** is subject to further evidence of health and insurability as specified by us. We will assess the evidence and at our discretion we will:

- add the **Benefit** at standard rates, or
- add the **Benefit** at special terms or
- postpone or decline the Benefit.

#### 13.5. Decreases in regular premium

You can ask to decrease your regular premium amount by contacting us directly, or through your financial adviser. Any decrease in premium is subject to the applicable minimum premium at the time, which can be obtained from us using our contact details in condition 40 How to contact us.

Following receipt and acceptance by us of the request, the first decreased premium will be due on the next premium due date.

If **Waiver of Premium Benefit** applies to your **Policy**, the **Benefit** and the charge will be decreased in line with the new premium amount.

#### 13.6. Additional single premiums

At our discretion, you can pay an additional single premium at any time, subject to these **Policy** conditions and any minimum premium requirements at the time.

### 13.7. Stopping regular premiums If you stop paying regular premiums and your Policy has no Policy Value, then your Policy will come to an end and all your Benefits will stop.

If you stop paying regular premiums and your **Policy** has a **Policy Value**, then, your **Policy** will become 'paid-up'. If your **Policy** includes **Waiver of Premium Benefit**, then this will cease to apply and the associated **Benefit** charge will no longer be deducted from the **Policy**. All other **Benefits** remain in place and all **Policy Charges** will continue to be deducted while the **Policy** is **Paid Up**. A **Paid Up Policy** will come to an end and all the **Benefits** will stop if the **Policy Value** falls to zero.

#### 13.8. Restarting regular premiums

You can restart regular premiums at any time by contacting us directly, or through your financial adviser. We may require some information from you, but we will let you know what is required at the time.

Following our acceptance of your request, the next regular premium will be due on the next premium due date. Any applicable **Nil Allocation Period** will recommence for the appropriate part of your regular premium.

You must repay all missed regular premiums. If you do this any **Fund Units** will be bought using the next available price.

If you previously had and want to re-instate Waiver of Premium Benefit, or wish to add Waiver of Premium Benefit to your Policy, we will require further evidence of health and other underwriting information which will need to supplied at your own expense. We will assess the evidence and at our discretion we will:

- add the Benefit at standard rates, or
- add the **Benefit** at special terms or
- postpone or decline the **Benefit**.

# 13.9. Lapsed Policy

Where a **Policy** can no longer sustain the cost of ongoing **Policy Charges** and the **Policy Value** falls to zero, the **Policy** will end.

### 13.10. Reinstating a Lapsed Policy

Within 12 months of the date of Lapse, you may ask us to reinstate your Policy by contacting us directly, or through your financial adviser. We will let you know at the time what further evidence of health or other underwriting information we require, which will need to supplied at your own expense. We will assess the evidence and at our discretion we will:

- Reinstate the Policy with some or all of the applicable Benefits at standard rates, or special terms, or decline or postpone specific Benefits, or apply exclusions to specific Benefits, or
- Decline to reinstate the Policy

Life Event Increase Option is not available for reinstated Policies.

A **Policy** will not be reinstated from **Lapse** more than once.

# 14. Loyalty bonus

From the 121st month after the **Policy** commencement date and each month thereafter, a loyalty bonus will be applied to the **Policy** at a rate of one twelfth of 0.5% of the **Policy Value** each month.

# 15. Policy Charges

# 15.1. Regular premium charge

We deduct an amount from each regular premium received and the amount we deduct is shown in the **Policy Schedule**. The charge is expressed as a percentage of the regular premium amount, and the percentage varies over time. At the start of the **Policy**, all of your regular premiums are retained by us and do not purchase any Units. This is the Nil Allocation Period. The Nil Allocation Period will end once the applicable number of regular premiums has been received, or waived in the event of a Waiver of Premium Benefit claim. The Policy will not Lapse during this initial Nil Allocation Period, as long as all regular premiums are paid when due for the amount specified in the Policy Schedule.

Subsequent Nil Allocation Periods will apply to any increase in the regular premium amount and will end once the applicable number of increased regular premiums has been received, or waived in the event of a Waiver of Premium Benefit claim.

#### 15.2 Single Premium Charge

We deduct an amount from each single premium received and the amount we deduct is shown in the **Policy Schedule**. The charge is expressed as a percentage of the single premium amount.

#### 15.3. Benefit Charges

All **Benefit** charges will be deducted on the first day of each month, by cancelling **Units** in proportion to the value of your chosen investment **Funds**. We will calculate the monthly cost of providing the **Benefits** applicable to your **Policy** using charge rates that we determine to be equitable, and to reflect the necessary mortality, morbidity and other relevant factors (including, when appropriate, the gender, occupation and smoker status of the **Life Insured**).

#### 15.4. Policy charge

This charge is shown in the **Policy Schedule** and will be deducted on the 1st of each month by cancellation of **Units** in proportion to the value of your chosen investment **Funds**.

#### 15.5. Fund Charges

### 15.5.1 Annual Fund Management Charge

An Annual Fund Management Charge is not an explicit Policy deduction; it is a deduction made by the Fund Manager from the underlying Fund assets before calculating the Fund price. The charge can vary by Fund and is expressed as a yearly percentage amount. The Annual Fund Management Charge for each of the available Funds is shown in our current Fund information and may be obtained from us on request.

#### 15.5.2 Mirror Fund Charge

Where the Zurich Mirror Funds are selected, an additional charge is deducted by us from the underlying **Fund** assets before calculating the **Fund** price. The amount of the charge is shown in the **Policy Schedule.** 

#### 15.6. Currency Exchange charge

A currency exchange charge will be made by us when

- we receive premiums in a different currency to the **Policy Currency**, or
- we buy or sell Units in a Fund(s) in a different currency to the Policy Currency, or
- we make payments from the **Policy** (including claims) in a different currency to the **Policy Currency**.

In these circumstances we will determine the exchange rate used at the time. A currency exchange charge is not an explicit **Policy** deduction; it is incorporated within the currency exchange rates we use for each transaction.

We do not deduct a currency exchange charge when deducting **Policy Charges**.

### 15.7. Currency switch charge

When **Units** are switched into or from **Funds** where the currency of each **Fund** is different, a charge will be made on the net amount moved between each different currency during the switch transaction. The amount of the charge is shown in the **Policy Schedule**.

The currency switch charge will be deducted from the **Policy** immediately after the switch has been processed.

In these circumstances we will determine the exchange rate used at the time.

We do not deduct a currency switch charge when deducting **Policy Charges**.

### 15.8. Changes to charges

We reserve the right to change your **Policy Charges**, or introduce new charges, to the extent reasonably required to cover:

#### i) Product and Fund charges:

- increases in administration and other costs, which we reasonably incur, and/or
- the cost of additional charges, levies or taxes which apply to your **Policy** or to us as a whole, and/or
- any additional costs associated with changes to legislative or regulatory requirements.

### ii) Benefit Charges:

- Changes in long term claims experience.
- Increases in any underlying expenses, including reinsurance charges.
- The impact of medical advances in the treatment and/or cure of applicable mortality and morbidity risks

We will give you at least three months' notice in writing of any change in the charges, or introduction of new charges, unless that is not reasonably possible in the circumstances.

Fund charges taken by the Fund Manager are not within our control and they are subject to change at the discretion of the Fund Manager.

# 16. Policy Value

The **Policy** may build up a **Policy Value**, which is payable on the full surrender of the **Policy**. The **Policy Value** will fluctuate over time, based on the premiums received, **Policy** deductions made by us, the performance of your chosen investment **Funds** and any withdrawals and/or claim payments made.

# 17. Full and partial Policy surrenders

# 17.1. Partial surrender

You can ask for a partial surrender as long as the **Policy** has a **Policy Value**.

The partial surrender amount will be subject to a minimum remaining **Policy Value** required by us at the time, which can be obtained from us using our contact details in condition 40 **How to contact us**.

We will reduce the Life Cover, Terminal Illness Benefit, Aeroplane Cover and where necessary Critical Illness Benefit or Cancer Cover sums insured by the amount of the partial surrender.

**Units** will be sold using the next available price following receipt of your instruction and any other requirements we may need.

You will be paid in your **Policy Currency**, unless you ask to be paid in a different currency.

# 17.2. Full surrender

You can ask for a full surrender at any time as long as the **Policy** has a **Policy Value**.

Following receipt of your instruction and any other requirements we may need, we will sell all the remaining **Units** in your chosen **Fund** or **Funds**. **Units** will be sold using the next available price.

The full surrender amount paid will be your **Policy Value**, and will be paid in your **Policy Currency**, unless you ask to be paid in a different currency.

After we have received and accepted your surrender request, your **Policy** will end.

# 18. Benefit claims

# 18.1. Making a claim

In the event of a claim, the claimant should contact us as soon as is reasonably practical after the **Claim Event**. Our contact details are in condition 40 **How to Contact Us**.

The longer it takes to notify us, the more difficult it may be for us to sufficiently investigate the claim circumstances. In all cases, the length of time between the Claim Event and the claimant notifying us of the claim must be in accordance with the laws and regulations of the Isle of Man. When we are notified of a claim, we will let the claimant know what information we need to be able to fully assess the claim.

#### 18.2 Funeral coverage

In the event of a death claim we can pay an immediate advance of the claim of up to USD 7,500 (or currency equivalent) towards the immediate funeral costs. Payment is at our discretion.

# 18.3. Claims exclusions – reasons why we will not pay a claim

# 18.3.1 Exclusions applying to all Benefits:

In all cases, we will not pay a claim if the **Policy** ended or the **Benefit** ended before the **Claim Event** took place.

We will not pay a claim if it is directly or indirectly attributable to:

- The Life Insured knowingly or recklessly failing to disclose or deliberately misrepresenting any fact when applying for the Policy, or an increase to the Policy, or for a reinstatement of the Policy or any Benefits on the Policy. The nondisclosure or misrepresentation is such that it would cause us to:
  - totally decline the Benefits applied for; or
  - accept the Benefits applied for in whole or in part with an additional premium payable and/or an exclusion clause on certain Benefits; or
  - accept Life Cover on some terms but to decline one or more Additional Benefits
- the Life Insured's active involvement in:
  - terrorism or conspiracy to commit terrorism which includes any activity that jeopardises the continuance of human life or causes damage to property;

- war or warlike operations (whether war is declared or not);
- invasion, hostilities, mutiny, riot, civil commotion, civil war, rebellion, insurrection or the usurping of government power;
- an act committed by a foreign enemy;
- any activity (military or otherwise) or conspiracy that causes or leads to the proclamation of martial law or a state of siege.
- the Life Insured committing suicide (whether sane or insane) within:
  - 12 months of the risk commencement date; or
  - 12 months of the date of re-instatement of the Policy; or
  - 12 months of an increase in the Life Cover or Family Income Benefit Sum Insured, or
  - 12 months of an addition of Family Income Benefit to the Policy.
- the Life Insured intentionally causing a self-inflicted injury or attempting suicide (whether sane or insane).
- a criminal act perpetrated by:
  - the Life Insured; or
  - the Policy Owner or any Beneficiary against the Life Insured.
- addiction to, abuse or misuse of alcohol or non-prescribed drugs;
- mental, nervous or psychiatric disorders, without demonstrable brain disease.

We will not pay a claim if the **Claim Event**:

- does not exactly meet the definition of the **Benefit** in this document, or
- occurred before the risk commencement date, or
- occurred before the **Benefit** was added to the **Policy**, or
- (for a Benefit increase), occurred before the date of the increase, or
- occurred before the **Policy** was reinstated, or
- occurred before the completion of a qualifying period relevant to the **Benefit** being claimed.

unless the medical condition was disclosed to, underwritten and accepted by us as part of the application, or an increase or in any reinstatement process.

18.3.2 Exclusions applicable to Permanent and Total Disability Benefit and/or Waiver of Premium Benefit

> We will not pay a **Permanent and Total Disability Benefit** and /or a **Waiver of Premium Benefit** claim if it is directly or indirectly attributable to:

> • the Life Insured being found to be infected by any Human Immunodeficiency Virus (HIV) or to be carrying any antibodies to such a virus;

#### 18.3.3 Exclusions applicable to Hospitalisation Benefit We will not pay a Hospitalisation Benefit claim in the event of:

- a Claim Event resulting from homeopathic or ayurvedic treatment;
- treatment for chronic alcoholism, drug addiction, allergy or nervous or mental disorders, venereal disease, infection by any Human

Immunodeficiency Virus (HIV) or the Life Insured carrying any antibodies to such a virus rest cures, sanatorium or custodial care or period of quarantine or isolation;

- cosmetic or plastic surgery, unless necessitated by an accidental injury occurring on or after the risk commencement date stated in the Policy Schedule;
- dental examinations, x-rays, extractions, fillings or general dental care;
- supply or fitting of eye glasses, lenses or hearing aids;
- pregnancy, including resulting childbirth, abortion or miscarriage;
- treatment not recommended to be undertaken by a physician or surgeon;
- routine or other medical examinations, or vaccinations or inoculations which are not required for the treatment of an illness or injury;
- injury or illness caused by nuclear fission, nuclear fusion, or radioactive contamination;
- participation in or training for any dangerous or hazardous sport or competition or riding or diving in any form of race or competition;
- aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognised airline or charter service;
- the Life Insured being found to be infected by any Human Immunodeficiency Virus (HIV) or to be carrying any antibodies to such a virus;

Additional **Policy** specific exclusion clauses may be listed in the **Policy Schedule**.

We will not pay an **Accidental Death Benefit** claim in the event of

- participation in or training for any dangerous or hazardous sport or competition or riding or diving in any form of race or competition;
- aviation, gliding or any other form of aerial flight other than as a fare paying passenger of a recognised airline or charter service;

### 19. When your Policy ends

Your **Policy** will end on the earlier of:

- A claim in the event of the death of the relevant Life Insured
- when you Surrender your **Policy** in full, or
- when your Policy Lapses

# 20. Nominating a Beneficiary

You can nominate a **Beneficiary** to receive **Benefits** payable in the event of the death of the relevant **Life Insured**, subject to our consent and subject to any information and evidence which we reasonably ask for at the time. This nomination can be cancelled at any time and you may also nominate a replacement **Beneficiary** prior to the death of the **Life Insured**.

The nomination of a **Beneficiary** will not affect the rights and obligations of you or us for your **Policy**, or these **Policy Conditions**.

Any existing **Beneficiary** nomination is invalidated when you **Assign** your **Policy**.

In the event of the death of the relevant Life Insured, we agree to pay the claim amount to the appointed Beneficiary, subject to the following:

- Where the **Beneficiary** is a minor, we will pay to their legal guardian.
- Where one or some of the primary Beneficiaries die before the Life Insured but other primary Beneficiaries survive, the claim amount will be shared equally amongst the surviving primary Beneficiaries.

- Contingent Beneficiaries will only benefit if no primary Beneficiaries remain. Where one or some of the contingent Beneficiaries die before the Life Insured but other contingent Beneficiaries survive, the claim amount will be shared equally amongst the surviving contingent Beneficiaries.
- If all **Beneficiaries** die before the **Life Insured** and no new **Beneficiary** appointment is made, the claim amount will revert back to the **Life Insured's** estate.

# 21. Assigning your Policy

If your **Policy** is transferred/**Assigned** to a new **Policy Owner** or a new **Policy Owner** is added to your **Policy** you must give us prior written notice of such change to your **Policy**.

Any **Assignment** will be subject to our consent and any information and evidence which we reasonably ask for at the time.

Each new or additional **Policy Owner** must promptly respond to our request for an accurate self-certification regarding the jurisdiction or jurisdictions in which the new/additional **Policy Owner** is a tax resident, and respond to our request for documentary evidence and a tax payer identification number or equivalent.

In addition to the actions described herein, failure to provide us with such notice, or provide us the full requested information may impair the rights of the new **Policy Owner** under the **Policy** or result in the termination of the **Policy**.

If you **Assign** your **Policy** it will invalidate any existing **Beneficiary** nomination.

# 22. Incorrect date of birth of the Life Insured

If the date of birth of a **Life Insured** stated in the **Policy Schedule** is not correct due to information provided when you applied for the **Policy** or on any other supporting documentation, we reserve the right to make an adjustment to the amount of any **Benefit** payable or premium charged. If we would not have offered terms for a **Benefit** based on the correct age, we will cancel the **Benefit** from the **Policy** from outset and refund any proportion of premiums for the **Benefit** paid, without interest.

If we would have offered Cover for a **Benefit** based on the correct age, we will alter either the **Benefit Sum Insured** or the premium chargeable for the correct age from the start of the **Policy**.

# 23. Law and Interpretation

The **Policy** is governed by, and shall be construed in accordance with, the laws of the United Arab Emirates and we will submit to the non-exclusive jurisdiction of any competent legal authority in the United Arab Emirates in respect of any litigation arising out of the **Policy**.

In the event of any conflict between the Arabic version of the **Policy Conditions** and the English version of the **Policy Conditions**, the Arabic version shall prevail as stipulated in United Arab Emirates laws.

Except to enable a **Beneficiary** to make a claim in respect of **Life Cover** and, where applicable, **Family Income Benefit** and/or **Accidental Death Benefit** and/or **Aeroplane Cover**, the **Policy** and these **Policy Conditions** shall not be enforceable by any person who is not a party to the **Policy**.

# 24. Notices to us

We will not accept any instruction request or notice from you until we receive the information and documentation we may reasonably require in a format acceptable by us at the time in order to administer the **Policy**. We will make our requirements clear to you at the time. 25. Information and terms and conditions relating to international automatic exchange of information for tax purposes and customer tax compliance

> In connection with legal and regulatory requirements regarding the international exchange of information for tax purposes, including the U.S. Foreign account Tax Compliance Act (FATCA) and laws and regulations related thereto, we are required to apply certain due diligence procedures to identify the tax residency or tax residencies of certain persons related to your **Policy**.

In order to comply with this obligation, you, and any person entitled to access the cash value, change the **Beneficiary** or perform certain other actions with respect to your **Policy** as described by law must at our request provide us with an accurate self-certification regarding the jurisdiction or jurisdictions in which you are tax resident and, if applicable, respond to our request for documentary evidence and a tax payer identification number or equivalent as is requested under the relevant regulation.

# 26. Reporting to tax authorities

In accordance with applicable law, we will periodically report certain information about **Policy Owners**, including name and address, date of birth, and financial details relating to your **Policy** to the appropriate tax authority/ies or other authority/ies designated by law.

# 27. Termination right due to regulatory exposure

If you move to another country and/or if your tax residency changes or differs from the information provided in a selfcertification of tax residency or in documentation provided in connection with your Policy, when you provide that self-certification or documentation you must give us written notice prior to such change but no later than within 30 days of such change. Please note that should you move to another country you may no longer be eligible to make payments into your Policy or to make investment decision relating to your Policy. The local laws and regulations of the jurisdiction to which you may move may affect our ability to continue to service your Policy in accordance with its terms and conditions. Therefore, we reserve all rights to take any steps that we deem appropriate, including the right to cancel your Policy with immediate effect.

### 28. Payment restrictions

We execute payments under your **Policy** such as partial or full surrenders to you or **Beneficiary** indicated in the relevant contractual document. These payments can only be made by wire transfer and to a bank account in your name or **Beneficiary** name and located in the same jurisdiction as your or **Beneficiary**'s (tax) residency.

An exception to these restrictions may be granted at our sole discretion and after evaluation of the facts and circumstances.

Under no circumstances will we execute any **Policy** related cash payments to US residents.

# 29. Recalcitrant Policy Owner and conditional payment

At our request and based upon an indication that the most recent selfcertification or tax residency is required respectively may no longer be reliable or accurate, **you must promptly provide a new self-certification** and other supporting documentation as requested by us.

We reserve all rights to take any steps that we deem appropriate, including the right not to execute payment instructions until we have received all information and documentation to our satisfaction, or to cancel the Policy with immediate effect, in the event that we discover that you and/or Beneficiary provided an incorrect self-certification, that any other information or documentation provided in connection with identification and due diligence procedures is inaccurate or incomplete or you did not provide us with a selfcertification or other information as requested by us within the response time set out in our request.

Failure to fully respond to our request within the time period allowed may result in the reporting of information about you to the appropriate tax authority or other authorities.

# 30. Taxation

We do not provide any tax advice. Any information relating to applicable tax laws and regulations is of a general nature only. This **Policy** is designed for **Policy Owners** who are resident in the United Arab Emirates. If you decide to live outside of the United Arab Emirates after this **Policy** has started, and if you have questions or wish to receive additional information with respect to any of the provisions set forth above we recommend you obtain independent advice.

We reject any responsibility or liability whatsoever for any adverse tax consequences that may arise in respect of your **Policy** and/or payments made under your **Policy** as a result of you changing the country of residency.

# 31. Sanctions

All financial transactions are subject to compliance and applicable trade or economic sanctions laws and regulations. We will not provide you with any services or **Benefits** including but not limited to acceptance of premium payments, claim payments and other reimbursements, if in doing so we violate applicable trade sanctions laws and regulations.

We may **terminate** your **Policy** if we consider you or your directors or officers as sanctioned persons, or you conduct an activity which is sanctioned, according to trade or economic sanctions laws and regulations.

### 32. Force majeure

No liability shall arise if we are prevented from fulfilling our obligations under your **Policy** by reason of any circumstances beyond our reasonable control which could be construed as a force majeure event.

These include (but are not limited to) an act of God, war, national emergency, fire, flood, earthquake, strike or industrial action, change of law or regulation, or other events of a similar or different kind. On the occurrence of a force majeure event, we shall be excused for a period equal to the delay resulting from the force majeure event and such additional period as may be reasonably necessary to allow us to resume performance.

# 33. General modification right

Your Policy has been issued based on the legal and regulatory requirements in force and applicable at the time of conclusion. Should the mandatory legal and regulatory requirements applicable to this Policy change, in particular if you change your country of residency, and as a consequence we are not able to continue performing the contract without potential material adverse effect to us, to meet the changed legal and regulatory requirements we are entitled to modify these Policy Conditions as we deem appropriate at our own discretion and without your consent, or to terminate your Policy.

We will inform you whenever reasonably possible in advance about the changes in the contractual terms and conditions. In the case of termination of your **Policy**, we will send you a termination notice and the contract will terminate in accordance with the termination notice.

# 34. Rights of third parties

Any **Beneficiary** who becomes entitled to payment of any **Benefit** shall have the right to enforce the terms of your **Policy** as a third party in accordance with the Isle of Man Contracts (Rights of Third Parties) Act 2001. The terms of your **Policy** may be amended or varied between you and us without the **Beneficiary**'s consent.

# 35. The Isle of Man Policyholders' Compensation Fund

The Isle of Man's Life Assurance (Compensation of Policyholders) Regulations 1991 ensure that, in the event that we are unable to meet our liabilities to our **Policy Owners**, and subject to the Regulations, the Isle of Man Financial Services Authority would pay to the **Policy Owner** a sum equal to 90% of the amount of our liability under the **Policy**, from the Policyholders' Compensation Fund.

The Policyholders' Compensation Fund operates globally, providing protection to **Policy Owners** no matter where they reside.

The Policyholders' Compensation Fund would only be created if an Isle of Man Life Assurance Company becomes insolvent, and would be funded by a levy on the assets of the remaining Isle of Man Life Assurance Companies. As a result, we reserve the right to deduct from your **Policy** an amount not exceeding in aggregate 2% of your **Policy Value**, at the time of the deduction, in order for us to be able to fund our contribution to The Policyholders' Compensation Fund, if it is ever required.

Further information is available on the Isle of Man Financial Services Authority website,

#### https://www.iomfsa.im/regulatedsectors/life-insurance/Policyholderprotection/

or from us.

# 36. Right to cancel

You have the right to cancel your **Policy** and obtain a refund of any premiums paid by giving written notice to us using the address in condition 40 **How to Contact Us**.

This notice must be received by us no more than 30 days from the date we sent your **Policy** documents to you.

If regular premiums have been paid into the **Policy**, and the **Policy Owner** exercises their right to cancel, we will refund the regular premiums paid.

If a Single Premium has been paid into the **Policy** and the **Policy Owner** decides to cancel, and there has been a fall in the **Policy Value** between the time the **Policy** was issued and when we received the request to cancel, this amount will be deducted from the refund.

# 37. Data protection and disclosure information

The personal information (including health information) that is supplied or is derived from relevant background checks may be held and used by us in the following ways:

- to process, evaluate and administer your **Policy**
- to prevent and detect fraud and financial crime
- to comply with any legal and / or regulatory obligations
- to disclose to any relevant tax authority or governmental, regulatory or other bodies as required by law, regulation, codes or guidelines
- to perform accounting, statistical and research activities.

In order to carry out the above we may need to pass the information, including personal sensitive data, to:

- Zurich Insurance Group companies, re-insurers, reference agencies, auditors, third parties who provide relevant services to us and financial professionals
- any appointed third party to your **Policy** such as trustee (including trust administrator)
- countries outside the Isle of Man (or our regional branches) that may not have equivalent levels of data protection; however we would be responsible for ensuring that equivalent levels of protection are maintained

• public bodies including the police, or insurers' database.

We shall not be liable for any loss or damage where we exercise our right to disclose or withhold information pursuant to lawful order or otherwise in accordance with the applicable regulations.

We will communicate as appropriate using the contact details that have been supplied. Where more than one form of contact details has been provided, the most appropriate method of communication will be used depending on the urgency and sensitivity of the information.

Telephone calls may be recorded or monitored in order to offer additional security, resolve complaints and for training, administrative and quality purposes.

Where third party personal information (including, but not limited to, account signatories), has been provided, prior authorisation must have been received from the third party to disclose such information to us, to consent on their behalf to the processing of their personal data, including sensitive data (where applicable) and, specifically, any overseas transfers of such data within and outside the European Economic Area, and also to receive any data protection notices on their behalf.

Individuals are entitled to receive (from our Data Protection Officer) a copy of their personal data held by us (and may be charged the statutory fee for this) and to have any errors corrected.

# 38. Disclaimer

We reject any responsibility or liability whatsoever from any cost incurred by, or liability imposed on you as a result of our good faith efforts to comply with requirements regarding the identification, due diligence or reporting of information relating to **Policy Owners** for tax purposes.

# 39. Complaints

If you need to complain about this product, please contact us by phone, email or write to us using the contact details in condition **40 How to Contact Us**. Details of our complaint handling process are available on our website www.zurich.ae/en/contact-us.

If you are not satisfied with our response, you also have the right to refer your complaint to the regulator below:

Insurance Authority, P.O. Box 113332, Abu Dhabi, United Arab Emirates.

Telephone: + 971 2 499 0111 Website: www.ia.gov.ae

Complaints that cannot be resolved can be referred to the Financial Service Ombudsman Scheme ("FSOS") for the Isle of Man. Complaining to the Ombudsman will not affect your legal rights.

You should note that companies and trusts are not eligible to refer a complaint to the Ombudsman, it is specifically aimed at individuals. The Ombudsman's contact details are:

The Financial Service Ombudsman Scheme, Isle of Man Office of Fair Trading, Thie Slieau Whallian, Foxdale Road, St John's, Isle of Man, IM4 3AS.

Telephone + 44 1624 686500 Email: ombudsman@omft.gov.im Website: www.gov.im/oft

### 40. How to contact us

Your financial adviser will normally be your first point of contact for any financial advice related to your **Policy**. If you wish to contact us for any queries, you can call us, email or write to us.

Phone: +971 4 363 4567. Sunday to Thursday between 8am and 5pm.

**Email:** helppoint.uae@zurich.com and benefit.claims@zurich.com for Benefit claims

#### Write to:

Zurich International Life Zurich HelpPoint P.O. Box 50389 Level 4 Building 3 Emaar Square Dubai United Arab Emirates

Website: zurich.ae

Calls may be recorded or monitored in order to offer additional security, resolve complaints and for training, administrative and quality purposes.

Zurich International Life Limited is registered (Registration No. 63) under UAE Federal Law Number 6 of 2007, and its activities in the UAE are governed by such law.

Zurich International Life Limited provides life assurance, investment and protection products and is authorised by the Isle of Man Financial Services Authority.

Registered in the Isle of Man number 20126C.

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