



## PERSONAL ACCIDENT INSURANCE

### GENERAL PROVISIONS

1. The Insured or the Policyholder is requested to read this Policy carefully and to advise the Company immediately if there are any errors or if any alterations or clarifications are required. Alterations will not be agreed to be effective retroactively if advised after occurrence of an event giving rise to a claim and if relevant to such claim.
2. This Policy the Schedule and any Memoranda or Endorsements thereon shall be read together and considered as one document and any word or expression to which a specific meaning has been given in any of them shall bear such meaning wherever it may appear.

### AGREEMENT

The Insured and the Company agree that -

1. This Policy shall be evidence of the contract between them.
2. The Proposal shall be incorporated in and be the basis of the contract.
3. The Insured will pay the Premium in accordance with the Premium Payment Terms.
4. The Company will provide the Insurance specified herein subject to the Terms of this Policy.
5. The following shall be conditions precedent to any liability of the Company to make any payment under this Policy:
  - a) Observance of the Terms of this Policy relating to anything to be done or complied with by the Insured.
  - b) The truth of the statements and answers in the Proposal.

### INSURANCE

1. If during the Operative Time, in any Period of Insurance and within the Territorial Limits, the Insured Person shall sustain accidental bodily injury which shall independently of any other cause, result within two years, in the death, disablement, or incurring of Medical Expenses, the Company will pay to the Insured the appropriate Amount of Benefit in respect of the Benefit/s claimed, subject to the provisions of the Conveyance Accumulation Limit Clause in the Schedule.
2. Death, Disablement or Medical Expenses as the direct result of accidental exposure of the Insured Person to the elements, shall be deemed to have been caused by accidental bodily injury.



## EXCEPTIONS

The Company shall not be liable in respect of -

1. bodily injury,  
sustained by any person before such person attains the Lower Age Limit, or after the expiry of the Period of Insurance during which such person attains the Upper Age Limit.
2. bodily injury resulting from,
  - a) the Insured Person engaging in, (or practicing for, or taking part in training peculiar to) any of the excluded activities specified below.
  - b) the Insured Person committing or attempting to commit suicide, or willfully exposing himself to needless peril except in an attempt to save human life.
3. bodily injury or death, disablement or medical expenses resulting from,
  - a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war.
  - b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by terrorism or by any violent means.  
For the purpose of this Exception 'terrorism' means the use of violence for political ends and includes the use of violence for the purpose of putting the public or any section of the public in fear.
  - c) nuclear energy risks, nuclear weapons materials, nuclear fission, nuclear fusion or contamination by radioactivity.
4. bodily injury or death, disablement or Medical Expenses, resulting from or contributed to by the Insured Person,
  - a) having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction.
  - b) suffering from pre-existing physical or mental defect or infirmity which had not been declared to and accepted in writing by the Company.
5. death, disablement or Medical Expenses resulting from or contributed to by,
  - a) the pregnancy (including childbirth, miscarriage or abortion) of the Insured Person.
  - b) the Insured Person suffering from sickness or disease not resulting from accidental bodily injury, or sustaining bodily injury which is the result of a gradually operating cause.
  - c) exposure to
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
    - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
    - iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

## EXCLUDED ACTIVITIES

1. Diving necessitating the use of breathing equipment (aqua-lung diving).
2. Flying or other aerial activity, other than flying in a fully licensed passenger carrying aircraft, but not -
  - i) as a member of the crew, nor
  - ii) for the purpose of engaging in any trade or technical operation therein.
3. Participation in sporting activities as a professional
4. Motor competitions.
5. 

i) Mountaineering,	}	necessitating the use of ropes or guides
ii) rock or cliff climbing,		
6. Pot-holing.
7. Power-boating, meaning the use of any combination of boat and engine capable of traveling faster than 30 knots.
8. Water ski-jumping and tricks.



## TABLE OF BENEFITS

The Permanent Disablement Benefit shall be a percentage of the Amount of Benefit for Permanent Disablement, equivalent to the degree of disablement. The following scale states the percentages appropriate to the forms of Permanent Disablement specified therein. For Permanent Disablement not specified, the degree of disablement shall be assessed by comparison with the percentages shown in this scale, without taking into account the occupation of the Insured Person.

If Benefit is payable in respect of the same Insured Person for more than one form of Permanent Disablement as the result of the same accident, the total of the percentages so payable shall not exceed 100% of the Amount of Benefit for Permanent Disablement. If Benefit is payable for loss or loss of use of a whole member of the body, the Benefits for parts of that member cannot also be claimed.

	Percentage of Amount of Benefit	
i) Loss of two or more Limbs, or both Eyes, or one of each.	100%	
ii) Loss of one Limb or Eye.	100%	
iii) Permanent Total Disablement other than by Loss of Limb or Eye, from gainful employment of any and every kind.	100%	
iv) Permanent total loss of hearing,		
- in both ears.	75%	
- in one ear.	15%	
v) Loss by physical severance or permanent total loss of use of		
- one big toe (both phalanges.)	10%	
- one big toe (one phalanx).	5%	
- any other toe.	5%	
vi) Removal of the lower jaw by surgical operation	30%	
vii) Loss by physical severance or permanent total loss of use of (Right / Left to be reversed if Insured Person is left handed).	<b>Right</b>	<b>Left</b>
one thumb		
- both phalanges.	25%	20%
- one phalanx.	10%	8%
one forefinger		
- all phalanges.	20%	15%
- two phalanges	15%	10%
- one phalanx	10%	5%
any other finger		
- all phalanges	10%	8%
- two phalanges	8%	5%
- one phalanx	5%	3%
Permanent total loss of use of		
- shoulder or elbow	25%	20%
- wrist	20%	15%
- hip or knee or ankle	20%	20%



## DEFINITIONS

For the purposes of this Policy

1. Proposal shall mean any proposal form and declaration signed by or on behalf of the Insured or the Insured Person, including any correspondence or information in connection with this insurance, supplied by or on behalf of the Insured or the Insured Person, either in addition to or in substitution for the proposal form.
2. Terms of this Policy shall mean all terms, limitations, definitions, provisions, exceptions, warranties and conditions incorporated in this Policy either at the time of its issue, or subsequently by signed Memoranda or Endorsements thereon.
3. Loss of Limb shall mean
  - a) in the case of a lower limb, loss by physical severance at or above the ankle, or permanent and total loss of use of a complete leg or foot.
  - b) in the case of an upper limb, loss by physical severance of the four fingers at or, above the meta carpo phalangeal joints (where the fingers join the palm of the hand), or permanent and total loss of use of a complete arm or hand.
4. Loss of Eye shall include total and permanent loss of sight.
5. Partial Disablement shall mean disablement from a substantial part of the Insured Person's usual occupation.
6. Medical Expenses shall mean the cost of medical, surgical, or other remedial attention, treatment, or appliances given or prescribed by a qualified member of the medical profession and all hospital, nursing home and ambulance charges.
7. Permanent Disablement shall mean as described under Table of Benefits.

## CONDITIONS

1. **Notification of Change**

If after acceptance of this Insurance by the Company, there be any material change in the Business or any Insured Person's occupation or activities, the Insured shall give notice thereof to the Company within a reasonable time and shall pay any additional premium required by the Company in consequence thereof.
2. **Claims Procedure**

Upon the happening of any accident which may give rise to a claim under this Policy, the Insured (or, the Insured Person, where relevant) shall,

  - a) give written notice to the Company as soon as practicable and in any case within 30 days, stating all particulars then known to the Insured and/or the Insured Person.
  - b) supply all medical, hospital or other certificates, information and evidence reasonably required by the Company free of expense to and in the form prescribed by the Company.
  - c) agree and allow the Insured Person to be subjected to medical examination as often as may reasonably be required, on behalf of and at the expense of the Company, in connection with any claim.
3. **Claims Payment Conditions**
  - a) Benefit shall not be payable in respect of any one Insured Person under more than one of Benefits 1 and 2 in connection with the same accident.
  - b) On the happening of an accident giving rise to a claim under either of Benefits 1 and 2, this Policy shall thereafter cease to apply to the Insured Person concerned.
  - c) Permanent Total Disablement shall have lasted for 104 weeks before Benefit (iii) under Standard Scale or Extended Scale becomes payable.
  - d) If no death Benefit is included in respect of the Insured Person, no Benefit shall be payable for Permanent Disablement, until at least thirteen weeks after the date of the accident and such Benefit shall then only be payable if the death Benefit would not, if included, have become payable during that thirteen weeks as a result of the accident. If a death Benefit is included but is less than the appropriate Amount of Benefit for Permanent Disablement, the amount payable for Permanent Disablement shall not exceed the death Benefit until thirteen weeks have elapsed from the date of the accident and the balance shall then only be payable if the death Benefit has not in the meantime become payable as a result of the accident.



- e) No sum payable under this Policy shall carry interest.
- f) No Benefit shall be payable due solely to inability to take part in sports or pastimes.
- g) The Insured's or the Insured's personal representatives' receipt shall discharge the Company. The Insured Person or the Insured Person's personal representatives shall have no right to claim from or sue the Company. If the Insured comprises more than one party having an interest in the Insured Person, the Benefit shall represent the total amount payable in respect of that Insured Person for all interests covered by this Policy.

**4. Assignment or Lien**

The Company shall not be bound to accept or be affected by any notice of any trust, charge, lien, assignment, or other dealing with or relating to this Policy.

**5. Premium Adjustment**

If any part of the Premium or Renewal Premium is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance, furnish such information as the Company may require. The Premium or Renewal Premium shall thereupon be adjusted and the difference paid by, or allowed to, the Insured.

**6. Forfeiture**

If any claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured, the Insured Person, or anyone acting on the Insured's behalf, to obtain benefit under this Policy, all benefit hereunder shall be forfeited.

**7. Termination**

This Policy may be cancelled at any time at the request of the Insured in which case the Company will retain the Premium at short period rates appearing below for the time the Policy has been in force. This Policy may also be cancelled at the option of the Company on thirty days written notice to that effect being given to the Insured in which case the Company shall be liable to repay on demand a rateable proportion of the Premium for the unexpired term from the date of the cancellation.

<b>Period of Insurance</b>	<b>Minimum proportion of Premium to be retained</b>
Not exceeding one week	12.5%
Not exceeding one month	25.0%
Not exceeding two months	37.5%
Not exceeding three months	50.0%
Not exceeding four months	62.5%
Not exceeding six months	75.0%
Not exceeding eight months	87.5%
Exceeding eight months	100.0%

**8. Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such differences shall be referred to a Committee appointed in accordance with the provisions of Article 20 of the Cooperative Insurance Companies Act. Where any difference is by this Condition to be referred to the Committee the making of an award shall be a condition precedent to any right of action against the Company.

**9. Cooperative Insurance**

In accordance with the Company's Articles of Association as a Cooperative Insurance Company, the Company may from time to time decide to distribute to the Insured all or part of any annual surplus arising from the insurance operations. The amount, time and manner of and eligibility to such distribution are subject to the rules and regulations as laid down by the Company's Board of Directors and in accordance with the procedural Laws and Regulations in this respect.



# MEMORANDA

## Attaching to and forming a part of Personal Accident Insurance Policy

### 1. IT CLARIFICATION CLAUSE

Property damage covered under this Clause shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded under this Clause:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

### 2. TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this reinsurance agreement or any endorsements thereto, this agreement does not cover any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the reinsurer alleges that by reason of this definition a loss, damage, cost or expense is not covered by this reinsurance agreement, the burden of proving that such loss, damage, cost or expense is covered shall be upon the reinsured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 3. CYBER RISKS EXCLUSION CLAUSE

- 1 Subject only to clause 2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 2 Where this clause is endorsed on politics covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.



#### 4. **SEEPAGE, POLLUTION AND CONTAMINATION EXCLUSION CLAUSE**

This Policy does not cover any liability in respect of:

- a) Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise indemnifiable sudden, unintended and unexpected happening during the Period of Insurance.
- b) The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is a consequence of an otherwise indemnifiable sudden, unintended or unexpected happening during the Period of Insurance.
- c) Fines, penalties, punitive or exemplary damages.

Furthermore it is agreed that the Company is only liable for such claims which have been reported to the Company within twelve months from the occurrence of the otherwise indemnifiable happening.

This Clause shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Clause not been attached.

#### 5. **NUCLEAR ENERGY RISKS EXCLUSION CLAUSE**

1. This Agreement excludes nuclear energy risks whether written directly or by way of reinsurance or via pools or associations. Under this Agreement the term “nuclear energy risks” means any first or third party insurance (other than workers’ compensation or employers’ liability) in respect of:
  - i) nuclear reactors and nuclear power stations or plant;
  - ii) any other premises or facilities concerned with
    - a) the production of nuclear energy or
    - b) the production of storage or handling of nuclear fuels or nuclear waste;
  - iii) any other premises or facilities eligible for insurance by any local nuclear pool or association but only to the extent of the requirements of the local pool or association;
  - iv) nuclear or radioactive fuel, or nuclear or radioactive waste.
2. However, this exclusion shall not apply
  - (a) to any insurance or reinsurance in respect of the construction, erection or installation of buildings, plant and other property (including contractor’s plant and equipment used in connection therewith):
    - (i) for the storage of nuclear fuel – prior to the commencement of storage
    - (ii) as regards reactor installations – prior to the commencement of loading of nuclear fuel into the reactor, or prior to the initial criticality, depending on the commencement of the insurance or reinsurance of the relevant local nuclear pool or association;
  - (b) to any machinery breakdown or other engineering insurance or reinsurance not coming within the scope of (a) above, nor affording coverage in the “high radioactivity” zone;
  - (c) to any insurance or reinsurance in respect of the hulls of ships, aircraft or other conveyances;
  - (d) to any insurance or reinsurance in respect of loss of or damage to (including any expenses incurred therewith) nuclear or radioactive fuel or nuclear or radioactive waste while in transit or storage as cargo, other than while being processed or while in storage at the reactor installation or any other final destination concerned with production, storage or handling of nuclear fuel or nuclear waste.



6. **RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE**

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
5. any chemical, biological, bio-chemical or electromagnetic weapon.

7. **SANCTIONS EXCLUSION CLAUSE**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or pay any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolution or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, or any of its states.

8. **TOTAL ASBESTOS EXCLUSION**

It is hereby understood and agreed that this Agreement shall not apply to and does not cover any loss or damage or actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos, in whatever form or quantity.

**Subject otherwise to the terms, conditions and limitations of the Policy.**