



# Personal Accident Insurance

Your Policy - It is essential for you to read your Policy thoroughly, to familiarise yourself with its terms, conditions, limitations and exclusions and to return it to us immediately if you find it to be incorrect in any way.

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout

## THE INSURED AND THE COMPANY AGREE

1. The Proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will provide the Insurance subject to the terms of this Policy
4. The following shall be conditions precedent to any liability of the Company
  - a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured or the Insured Person
  - b) The truth of the Proposal meaning any signed Proposal Form and declaration and any information supplied by or on behalf of the Insured or the Insured Person in addition thereto or in substitution therefor

**INSURANCE** If during the Operative Time in any Period of Insurance the Insured Person shall within the Territorial Limits suffer accidental bodily injury which shall solely and independently of any other cause result within twelve calendar months in the Death Disablement or incurring of Medical Expenses for which the Benefit is claimed the Company will pay to the Insured the appropriate Benefit stated in the Schedule

Signed for and on behalf of the Company

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**CLARIFICATIONS** It is hereby clarified and agreed that subject always to the Terms, Conditions, Exclusions, Warranties and other Clauses of this Policy that

- (i) Hernia, Episodes of Sciatica or Spinal or Disc problems howsoever caused shall not be deemed Accidental Bodily Injury for the purpose of this Insurance
- (ii) bodily injury caused directly or indirectly or resulting from or occasioned by an accident to an aircraft or to any water borne craft in which the Insured Person is traveling or whilst the Insured Person is embarking or disembarking therefrom shall be deemed to be Accidental Bodily Injury for the purpose of this insurance
- (iii) Passive Participation in the Excluded Activities as indicated herein shall be clarified to mean whilst the Insured Person is a passenger to any vessel craft or any other carrying vessel which is being used in any of the Excluded Activities mentioned therein.

**EXCLUSIONS** 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
  - i) the Insured Person engaging in (or practising for or taking part in training peculiar to) any of the Excluded Activities or in active duties in the Armed Forces of any Nation
  - ii) the Insured Person committing or attempting to commit suicide or wilfully injuring or exposing himself to needless peril except in an attempt to save human life
  - iii) the Insured Person committing or attempting to commit and/or to participate in any criminal act
- 3) Bodily Injury or Death Disablement or Medical Expenses resulting from or contributed to and/or exacerbated by the Insured Person
  - i) having taken a drug unless it is taken on proper medical advice and is not for the treatment of drug addiction
  - ii) suffering from pre-existing or hereditary physical or mental defect or infirmity, or recurring conditions
  - iii) engaged in producing, treating, carrying, storing, moving, handling or dealing with explosives of any nature including but not limited to fireworks
- 4) Bodily Injury relating to pre-existing or hereditary physical or mental defect or infirmity or recurring conditions
- 5) Death Disablement or Medical Expenses resulting from or contributed to by
  - i) pregnancy (including childbirth) of the Insured Person
  - ii) the Insured Person sustaining Bodily Injury which is the result of a gradually operating cause
  - iii) acquired immune deficiency syndrome (AIDS)
- 6) Medical Expenses incurred in U.S.A. and/or Canada, unless for Emergency Treatment.

- 7) Bodily Injury or Death Disablement or Medical Expenses directly, or indirectly caused by, resulting from, happening through, arising out of, or in connection with any of the following regardless of any other cause or event contributing thereto concurrently or in any other sequence.
- i)
    - a) War, invasion, acts of foreign enemies, hostilities, sabotage or warlike operations (whether war be declared or not), civil war
    - b) Mutiny, rebellion, revolution, insurrection, strikes, riots, civil commotion assuming the proportions of or amounting to an uprising, military rising, martial law, military or usurped power or attempt at usurpation of power
    - c) Confiscation, nationalisation, commandeering or requisition by or under the order of any Government or any lawfully constituted authority
  - ii) Any act of "terrorism"  
 for the purposes of this exclusion "terrorism" means an act including but not limited to the use of force or violence or sabotage and/or the threat thereof by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political religious ideological ethnic economic financial or other similar purposes or reasons including but not limited to the intention or effect to influence any government and/or to put the public or any section thereof in fear
  - iii)
    - a) Any nuclear weapons material, any missile or weapon of War or Terrorism described in (i) and (ii) above employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or any atomic biological and/or chemical or other hazardous or deleterious matter harmful to human life, tangible or intangible property or infrastructure
    - b) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission
    - c) Contamination by biological and/or chemical substances  
 "Contamination" means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of biological and/or chemical substances
  - iv) Any action taken in controlling, preventing, suppressing attempted or threatened or in any way relating to (i), (ii) and/or (iii) above.

If the Company alleges that by reason of the above exclusions any Bodily Injury or Death Disablement or Medical Expenses is/are not covered by this insurance, the burden of proving that such is/are covered shall be upon the insured.

## EXCLUDED ACTIVITIES

The actual or Passive Participation by the Insured Person in:

- a) Professional sport
- b) Diving and other underwater activities necessitating the use of breathing equipment
- c) Flying parachuting or other aerial activity other than flying as a passenger 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 or thereon
- d) Football Hunting Ice Hockey Polo playing Pot-holing Speleology Steeplechasing or any sport on horseback
- e) Motor Competitions
- f) Motocycling as a rider or passenger
- g) Mountaineering or rock or cliff climbing necessitating the use of ropes or guides
- h) Racing other than racing on foot or swimming or in dinghies
- i) Using Woodworking Machinery driven by mechanical or electrical power, but not including portable tools applied by hand
- j) water-skiing, jet-skiing, paragliding or any other similar activities
- k) Winter sports of whatsoever nature
- l) Wrestling boxing judo karate or any form of unarmed combat
- m) Power-boating meaning the use of any combination of boat and engine capable of travelling faster than 17 knots and yachting beyond 5 kilometres of a coastline

## BENEFIT DEFINITIONS

1. **Loss of Limb** includes the permanent total loss of use of limb.
2. **Permanent Total Disablement** means the total disablement from attending to the Insured Person's usual occupation which disablement after lasting for 52 weeks will then permanently and totally disable the Insured Person from following any gainful occupation
3. **Temporary Total Disablement** means disablement which entirely prevents the Insured Person from attending to his usual occupation.
4. **Temporary Partial Disablement** means disablement which prevents the Insured Person from attending to a substantial part of his usual occupation.
5. **Medical Expenses** means 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.

## GENERAL DEFINITION

Bodily Injury means Bodily Injury caused by violent accidental external and visible means solely and independently of any other cause.



## CONDITIONS

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|------------------------------|----------|---|
| <b>Change of Occupation</b>  | <b>1</b> | In the event of any alteration in the Business of the Insured or the Occupation or the Activities of any Insured Person the Insured shall give immediate written notice to the Company and if the Company agrees in writing to continue the cover applicable under the Policy, then the Insured shall pay additional premium if required by the Company and shall adhere to any additional terms or conditions.   |
| <b>Renewal Procedure</b>     | <b>2</b> | Before renewing this Policy the Insured shall give written notice to the Company of any material fact affecting this insurance which has come to the Insured's notice during the preceding Period of Insurance.   |
| <b>Policy not Assignable</b> | <b>3</b> | This Policy is not assignable and the Company shall not be affected by notice of any trust charge lien assignment or other dealing with this Policy.  |
| <b>Discharge</b>             | <b>4</b> | The receipt of the Insured or of his legal personal representatives shall in all cases be an effectual discharge to 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.   |
| <b>Claims Notice</b>         | <b>5</b> | Written notice shall be given to the Company as soon as reasonably possible but in any case within three weeks after the occurrence of any bodily injury which may give rise to a claim under this Policy.  |
| <b>Claims Procedure</b>      | <b>6</b> | All certificates information and evidence required by the Company shall be supplied free of expense to the Company in the form prescribed by the Company. The Insured Person shall as often as required submit to medical examination on behalf of and at the expense of the Company in connection with any claim.  |
| <b>Cancellation</b>          | <b>7</b> | The Company or the Insured may cancel this Policy by giving seven days' notice in writing to the other party at its last known address. If the Company gives such notice the Insured shall thereupon become entitled to a proportionate return of premium otherwise the Insured shall only be entitled to a return of premium in accordance with the Company's usual short period scale provided that no claim has been made in the then current Period of Insurance.   |
| <b>Premium Adjustment</b>    | <b>8</b> | 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.  |
| <b>Arbitration</b>           | <b>9</b> | All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. |



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INSURANCE COMPANY LTD