# PERSONAL ACCIDENT INSURANCE POLICY

### **PREAMBLE**

WHEREAS the *Policyholder* named in the Schedule has applied to HDFC Chubb General Insurance Company Limited (hereinafter called "the *Company*") for the insurance herein contained, the *Company* agrees subject to:

- 1. any proposal or other information supplied by or on behalf of the *Insured Person*:
  - 1.1. disclosing all facts and circumstances known to the *Insured Person* that are material to the assessment of the risks insured hereby, and
  - 1.2. forming the basis of this insurance, and
- 2. the Insured having paid the premium on or before the due date thereof

to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

Signed for and on behalf of the *Company* 

HDFC Chubb General Insurance Company Limited 5<sup>th</sup> Floor Express Towers Nariman Point Mumbai 400021 India

Tel. (+91 22) 56383600

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# **SECTION 2**

### **GENERAL CONDITIONS**

- 1) This Policy shall be governed by the laws of India and, except as otherwise provided in Section 4(8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- 2) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the *Insured Person* of any material particular.
- 3) **Insured Persons** shall take all reasonable precautions to prevent **Accidents** and to avoid **Sickness** and shall comply with all statutory requirements, as a condition precedent to the **Company's** liability hereunder.
- 4) Where the *Insured Person* is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the *Company's* liability hereunder.
- 5) Insurance in respect of an *Insured Person* will begin under this Policy from 00.00 a.m. on the *Day* after (or a future date that has been agreed upon by the *Insured Person* and the *Company*) of the month after the date all of the following are true:
  - a) the *Primary Insured Person* is eligible to be insured;
  - b) the required premium has been paid to the *Company*; and
  - c) the *Company* has approved the *Primary Insured Person's* proposal for this insurance.
- 6) This Policy may be cancelled at the request of the *Policyholder* by thirty (30) *Days* notice given in writing to the *Company* and the premium paid shall be adjusted on the basis of the *Company* retaining a minimum of twenty-five percent (25%) of the annual premium or earned premium calculated pro-rata, whichever is the higher. No refund will be made for such *Insured Person* for whom a claim has been paid or admitted by the *Company*. This Policy may also be cancelled by the *Company* by thirty (30) *Days* notice given in writing to the *Policyholder* at their last known address and the premium paid shall be adjusted on the basis of the *Company* retaining earned premium calculated pro-rata.
- 7) Insurance in respect of an *Insured Person* shall immediately terminate on the earliest of the following dates:
  - a) the date that the Policy is terminated;
  - the date that the Total *Sum Insured* is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) or any of the Hospital Cash sections of the Policy; or
  - c) in respect of *Immediate Family*, the date that such *Insured Person* ceases to be the *Insured Person's Immediate Family Member*.
  - In the event that the initial premium payable is not paid and realised, this Policy shall be deemed to be void from the intended Policy Effective Date stated in the Schedule. If one or more premiums payable under this Policy has been paid, then the non-payment or non-realisation of any subsequent premium shall terminate this Policy as of the due date of such unpaid or unrealised premium.
- 8) The *Policyholder* and *Insured Person* understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto, are material to the *Company's* decision to provide this insurance. *Policyholder* and *Insured Person* further understand that the *Company* has issued this Policy in reliance upon the truth of such statements and particulars.

### FRAUD WARNING:

ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE **COMPANY** OR OTHER PERSON, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE **COMPANY**'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.

IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR IF ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

- 9) The titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate
- 10) The *Policyholder* shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date shown in Item 2 of the Schedule and, in the case of a multi-year Policy, on or before the annual anniversary of such Policy Effective Date. Timely payment of all premium due in full is a condition precedent to the *Company's* liability under this Policy.
- 11) Notices: Notices to the *Company* under this Policy shall be given in writing addressed to the address shown in the preamble of this Policy. Such notices shall be effective on the date of receipt by the *Company* at such address.
- 12) Valuation and Foreign Currency: All premiums, benefit amounts, loss, *Sums Insured* and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, *Sum Insured* or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, *Sum Insured* or element of loss is due, respectively.
- 13) Subject to the terms and conditions of this Policy, payment of the renewal premium when due, will automatically renew this Policy. Renewal documents will not be issued as the existing Policy is evidence of cover, unless otherwise notified or terminated.
- 14) Any general increase or decrease in premium will be advised by providing 30 days notification to the *Insured Person's* last known address.



# SECTION 3 DEFINITIONS GENERALLY APPLICABLE

As used in this Policy, unless otherwise noted, the singular of any definition includes the plural, and the plural of any definition includes the singular.

- Accident or Accidental means a sudden, unforeseen and unexpected event happening by chance.
- 2) Accumulation Limit means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons involved in such Accident. In the event that an Accident occurs which results in insurable losses under this Policy and which ordinarily would mean that the Accumulation Limit is exceeded, the Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons, taking into account the maximum Sums Insured per Benefit and per Insured Person.
- 3) **Beneficiary**: In case of death of the **Insured Person**, the **Beneficiary** means, unless stipulated otherwise by the **Insured Person**, the surviving **Spouse** of the **Insured Person**, mentally capable and not divorced, followed by the children recognised or adopted followed by the **Insured Person's** legal heirs. For all other benefits, the **Beneficiary** means the **Insured Person** himself unless stipulated otherwise.
- 4) **Bodily Injury** means physical, external, **Accidental** bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the **Period of Insurance**.
- 5) **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law.
- 6) Close Business Associate means:
  - a) a business associate not a fellow employee of the *Insured Person* where the business relationship with the *Insured Person* is continuous and reliant on each other for the *Insured Person's* business, or
  - b) a business companion who travels with the *Insured Person* for the same business purpose, and whose presence is necessary for the *Insured Person's* business, or
  - c) a fellow employee of the *Insured Person*.
- 7) **Common Carrier** means any land, sea or air conveyance operated under a licence issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
- 8) **Company** means HDFC Chubb General Insurance Company Limited.
- 9) **Compensation** means **Sum Insured**, Total **Sum Insured** or percentage of the **Sum Insured**, as appropriate.
- 10) Daily Activities means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
- 11) **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is in **Hospital** as an in-patient up to the maximum number of **Days** stated in the Schedule.
- 12) **Daily Home Allowance** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is instructed by a **Physician** to complete his/her recovery at home following a payment of the **Daily Benefit**.

### 13) Date of Loss:

- a) for Accident means the date of the Accident.
- b) for all other benefits means the date the event happened that leads to an alleged claim.
- c) for Sickness means the first date of diagnosis or the date the Insured Person first became aware of the Sickness
- 14) Day means a continuous period of twenty-four (24) hours.
- 15) **Deductible** means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the **Compensation** for a specific benefit, or a period of time for which the **Company** will not pay any benefit.
- 16) **Dependent Child** means an unmarried dependent child ordinarily residing with the **Insured Person** between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of the **Date of Loss**, including legally adopted and step-children, of an **Insured Person** or the **Spouse** of an **Insured Person**.
- 17) Family Accumulation Limit means the maximum amount payable by the Company in respect of any one Accident, irrespective of the number of Insured Persons from the same Immediate Family involved in such Accident. In the event that an Accident occurs which results in insurable losses under the Policy and which ordinarily would mean that the Family Accumulation Limit is exceeded, the Family Accumulation Limit amount will be distributed on a proportional basis to all Insured Persons from the same Immediate Family, taking into account the maximum Sums Insured per Benefit and per Insured Person.
- 18) Foreign War means armed opposition, whether declared or not between two countries.
- 19) Franchise means an amount stated in the Schedule as a percentage or a fixed amount for which the Company will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the Company will not be responsible unless the period of time has expired.
- 20) Hospital means an establishment which:
  - a) is registered as such with a local authority; and
  - b) operates for the reception, care and treatment of sick ailing or injured persons as inpatients; and
  - provides organised facilities for diagnosis and medical and surgical treatment at all times;
  - d) is not primarily a **Day** clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts, and
  - e) provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times.
- 21) *Immediate Family / Immediate Family Member* means an *Insured Person's Spouse;* children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the *Insured Person*.
- 22) Insured Person means anyone over the age of three (3) months and aged seventy (70) years old or younger, except when the Company, at its sole discretion, accepts anyone over 70 years old, for whom premium has been paid and who is identified in Item 7 of the Schedule as an Insured Person.

- 23) Medical Expenses means costs necessarily incurred within the territorial limits stated in the Schedule for surgical, anaesthetic and other medical treatment in Hospital or prescribed by a Physician.
- 24) *Medical Treatment* means a *Physician's* medical advice, treatment, consultations, and prescribed or remedial attention.
- 25) **Nominated Account** means the account nominated by the **Policyholder** in the Proposal Form, or as subsequently instructed by the **Policyholder** in writing, to which premiums for this Policy are to be debited/ charged.
- 26) Operative Time means the time that the insurance is effective as stated on the Schedule.
- 27) **Period of Insurance** means the **Operative Time** stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 28) Permanent Total Disablement means disablement, as the result of a Bodily Injury, which:
  - a) continues for a period of twelve (12) consecutive months, and
  - b) is confirmed as total, continuous and permanent by a *Physician* after the twelve (12) consecutive months, and
  - c) entirely prevents a *Insured Person* from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 29) **Physician** means a person currently legally licensed and registered to practise medicine in the jurisdiction of loss, other than
  - a) an *Insured Person* under this Policy;
  - b) an Insured Person's employer or business partner; or
  - c) an *Immediate Family* of the *Insured Person*. For purposes of this definition only, the term *Immediate Family Member* shall not be limited to natural persons resident in the same country as the *Insured Person*.
- 30) *Policyholder* means the entity or person named as such in the Schedule.
- 31) **Primary Insured Person** means the **Insured Person** who elects insurance under the Policy and pays all the required premium for the insurance elected.
- 32) **Serious Injury or Serious Sickness** means **Bodily Injury** or **Sickness** certified as being dangerous to life by a **Physician**.
- 33) **Sickness** means any fortuitous somatic illness or disease but excluding any disease or illness which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the **Period of Insurance**.
- 34) **Spouse** means an **Insured Person's** husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
- 35) **Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total **Sum Insured**, or limited to the specific insurance details in any Section of this Policy.

The amounts shown in the Item 9 of the Schedule are the Total *Sums Insured* for each *Insured Person* for the particular benefit shown, subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.

The Total **Sum Insured** is a sublimit of liability. It is part of, and not in addition to the **Family Accumulation Limit** stated in Item 3 (b) of the Schedule, if any. If further reduces, and does not increase, the **Family Accumulation Limit** stated in Item 3 (b) of the Schedule.

- 36) *Terrorism* means activities against persons, organisations or property of any nature:
  - 1) that involve the following or preparation for the following:
    - a) use or threat of force or violence; or
    - b) commission or threat of a dangerous act; or
    - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - 2) when one or both of the following applies:
    - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express opposition to) a philosophy or ideology.

# **SECTION 4**

### **GENERAL CLAIMS PROVISIONS**

- 1) Written notice of any occurrence which may give rise to a claim under this Policy must be given to the *Company* as soon as practicable and in any case within thirty (30) *Days* after such occurrence. Written Notice of Claim must be given to the *Company* immediately in the case of death, or within thirty (30) *Days* after the *Date of Loss* in all other cases.
- 2) All certificates, information and evidence required by the *Company* shall be furnished at no expense to the *Company* and shall be in such form and of such nature as the *Company* may prescribe. When required by the *Company*, at its own expense, the *Insured Person* shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.
- 3) Complete, written proof of loss must be given to the *Company* within sixty (60) *Days* after the *Date of Loss*, or as soon as reasonably possible. Such proof of loss must contain:
  - i) the Policy Number, and
  - ii) the preliminary medical report describing the nature and extent of all injuries or *Sicknesses*, and providing a precise diagnosis, and
  - iii) all invoices, bills, prescriptions, *Hospital* certificates which will permit the *Company* to accurately determine the total amount of *Medical Expenses* (if applicable) incurred by the *Insured Person*, and
  - iv) in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
  - v) in the case of death, an official death certificate, succession certificate pursuant to the Indian <u>Succession Act</u> 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
  - vi) proof of age, where applicable, and
  - vii) such other information as the *Company* may require to handle the claim.
  - a) If an Accident:
    - i) detailed circumstances of the Accident and the names of any witnesses, and
    - ii) any police reports concerning the Accident, and



- iii) the date a *Physician* was seen due to the *Bodily Injury*, and
- iv) the *Physician*'s contact details, or
- b) If a **Sickness**:
  - i) the date symptoms of the Sickness began, and
  - ii) the date a *Physician* was seen due to the *Sickness*, and
  - iii) the Physician's contact details.

The *Company* shall base its assessment of the claim on the complete, written proof of loss.

- 4) The *Company* at its own expense shall have the right and opportunity to examine the *Insured Person* whose *Bodily Injury* or *Sickness* is the basis of a claim and as often as it may be reasonably required during the pendancy of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 5) In respect of any disablement claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a *Physician* appointed by the *Company*.
- 6) Medical advice of a *Physician* shall be sought and followed promptly on the occurrence of any *Bodily Injury* or *Sickness* and the *Company* shall not be liable for any part of any claim which in the opinion of a *Physician* appointed by the *Company* arises from the unreasonable or wilful neglect or failure of an *Insured Person* to seek and remain under the care of a *Physician*.
- 7) No claim may be brought under this Policy, nor may any legal action be brought against the *Company* to recover under such claim:
  - 1) in cases of *Accidental* death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
  - 2) in all other cases, more than three (3) years after the **Date of Loss** or date the claim is denied in whole or in part, whichever is later.

No such legal action may be brought against the *Company* unless there has been full compliance with all the terms and conditions of this Policy. In the event of any failure to timely submit any claim or commence legal action with respect to any claim, all benefits under this Policy in respect of such claim shall be forfeited.

- 8) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the *Company* to make any payment under this Policy.
- 9) The *Company* will effect payment of covered claims subject to: i) the *Company* having received complete, written proof of loss and such other information as the *Company* may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the *Company* shall effect payment within 7 days.
- 10) No benefit shall be payable in respect of an *Insured Person* under more than one of the following insurances: *Accidental* death or *Accidental* disablement.
- 11) No sum payable under this Policy shall carry interest.
- 12) Where amounts recoverable from the *Company* are delayed pending finalisation of any claim, payments on account may be made to the *Insured Person* at the *Company's* discretion, on receipt by the *Company* of certification by a *Physician* appointed by the *Company*.

13) An *Insured Person* has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the *Company*. by the *Policyholder*, and provided to the *Company* at the time of claim and such other time as the *Company* may require.

The *Insured Person*, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary. The *Insured Person* does not need the consent of anyone to do so. Changes must be in writing, filed with the *Company* by the *Policyholder* and provided to the *Company* at the time of claim and such other time as the *Company* may require. The *Company* does not assume any responsibility for the validity of these changes.

The *Insured Person's* rights under this Policy may be assigned by giving the *Company* prior written notice. The assignment may be made irrevocable. However, the *Company* will only recognise an assignment if the *Insured Person* has given the *Company* prior written notice and has the *Company's* written acknowledgement of the assignment. The *Company* does not assume any responsibility for the validity of an assignment.

Benefit shall be payable only to the *Insured Person*, his or her *Beneficiary*, or the *Insured Person's* legal personal representatives, or assignee if applicable, whose receipt shall effectively discharge the *Company* 

- 14) In the event of a claim under this Policy, the *Policyholder*, the *Insured Person* and the *Beneficiary*, if applicable, must fully cooperate with the *Company* in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full cooperation with all physical examinations and autopsies that the *Company* may require.
- 15) The *Company* shall not be bound or be affected by any notice of any trust, charge, lien, or other dealing with or in relation to this Policy.

## **SECTION 5**

#### GENERAL EXCLUSIONS

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person*:

- 1) for **Bodily Injury** or **Sickness** occasioned by **Civil War** or **Foreign War**.
- 2) for **Bodily Injury** or **Sickness** caused or provoked intentionally by the **Insured Person**.
- 3) for Bodily Injury or Sickness due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of non-adherence to medical advice.
- 4) for *Bodily Injury* or *Sickness* sustained or suffered whilst the *Insured Person* is or as a result of the *Insured Person* being under the influence of alcohol or drugs or narcotics unless professionally administered by a *Physician* or unless professionally prescribed by and taken in accordance with the directions of a *Physician*.
- 5) for **Bodily Injury** due to a gradually operating cause.
- 6) for **Bodily Injury** sustained whilst or as a result of participating in any sport as a professional player.
- 7) for **Bodily Injury** sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
- 8) for **Bodily Injury** sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
- 9) for **Bodily Injury** whilst the **Insured Person** is travelling by air other than paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.

- 10) for Bodily Injury sustained whilst or as a result of participating in any criminal act.
- 11) for **Bodily Injury** or **Sickness** resulting from pregnancy within twenty-six (26) weeks of the expected date of birth
- 12) for *Bodily Injury* or *Sickness* caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related illness or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the *Insured Person* to show that *Bodily Injury* or *Sickness* was not caused by or did not arise through AIDS or HIV.
- 13) for **Bodily Injury** or **Sickness** caused by or arising from or due to venereal or venereal related disease.
- 14) for **Bodily Injury** sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
- 15) for **Bodily Injury** sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the **Bodily Injury** occurred whilst the **Insured Person** was on leave or not in uniform.
- 16) for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 17) any pathological fracture.
- 18) for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
- 19) for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 20) for **Bodily Injury** sustained whilst or as a result of engaging in, practising for or taking part in training peculiar to any kind of hazardous sport such as parachuting, hangliding, parasailing, *off-piste* skiing or bungee jumping.
- 21) for **Bodily Injury** caused by or arising from or as a result of **Terrorism**.

### **SECTION 6**

### **ACCIDENTAL DEATH**

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person's Beneficiary** or legal representative the **Compensation** stated in the Schedule.

### Specific Extensions

- Disappearance: In the event of the disappearance of the *Insured Person*, following a forced landing, stranding, sinking or wrecking of a conveyance in which such *Insured Person* was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such *Insured Person* shall have died as the result of an *Accident*. If at any time, after the payment of the *Accidental* death benefit, it is discovered that the *Insured Person* is still alive, all payments shall be reimbursed in full to the *Company*.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily** Injury.

### Specific Conditions

 If applicable and if payment has been made under the Permanent Disablement Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

# SECTION 7 PERMANENT DISABLEMENT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in disablement within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Extensions

1) Exposure: Permanent disablement as a direct result of exposure to the elements shall be deemed to be *Bodily Injury*.

### Specific Provisions

- 1) Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the *Compensation* payable for the loss of the said members.
- 2) Any benefit payable under item 23 of Table (C) shall be at the complete discretion of the *Company* taking into consideration the nature of the *Bodily Injury* in conjunction with the stated *Compensation* percentages for more specific injuries shown in the Table of Benefits.

## Specific Conditions

- 1) The insurance shall terminate for an *Insured Person* under this Section upon payment of a benefit equal to the Total *Sum Insured*.
- 2) The total amount payable in respect of more than one disablement due to the same **Accident** is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total **Sum Insured**.
- 3) The **Deductible** or **Franchise**, if applicable, shall apply to the total amount payable, irrespective of the number of benefits an **Insured Person** is entitled to.
- 4) If an *Insured Person* dies as the result of the *Bodily Injury* any amount claimed and paid to an *Insured Person* under the Permanent Disablement Section will be deducted from any payment under the *Accidental* Death Section.

#### Specific Definitions for all Tables of Benefits

- 1) **Limb** means the hand above the wrist joint or foot above the ankle joint.
- 2) **Loss of Hearing** means the total and irrecoverable **Loss of Hearing**.
- 3) Loss of Mastication means the total and irrecoverable loss of ability to chew food.
- 4) Loss of Sight means the total and irrecoverable Loss of Sight. This is considered to have occurred if the degree of sight remaining after correction is 3 / 60 or less on the Snellen Scale.
- 5) Loss of Speech means the total and irrecoverable Loss of Speech.

### Specific Definitions for Table (A)

1) **Loss** used with reference to **Limb** means the loss by physical several

# Specific Definitions for Table (B)

1) **Loss** used with reference to **Limb** means the loss by physical severance or the total and permanent loss of use of such **Limb**.

# Specific Definitions for Table (C) and (D)

1) **Loss** used with reference to **Limb** and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

# **TABLE OF BENEFITS – TABLE (A)**

| The | e Disablement   | Compensation Expressed as a Percentage of Total Sum Insured |
|-----|---|---|
| 1)  | Permanent Total Disablement   | 100%  |
| 2)  | Permanent and incurable insanity                                    | 100%  |
| 3)  | Permanent Total Loss of two <i>Limbs</i>                            | 100%  |
| 4)  | Permanent Total <i>Loss of Sight</i> in both eyes                   | 100%  |
| 5)  | Permanent Total Loss of Sight of one eye and one                    | 100%  |
|     | Limb  |   |
| 6)  | Permanent Total <b>Loss of Speech</b>                               | 100%  |
| 7)  | Complete removal of the lower jaw                                   | 100%  |
| 8)  | Permanent Total <i>Loss of Mastication</i>                          | 100%  |
| 9)  | Permanent Total Loss of the central nervous system or               | 100%  |
|     | the thorax and all abdominal organs resulting in the                |   |
|     | complete inability to engage in any job and the inability           |   |
|     | to carry out <i>Daily Activities</i> essential to life without full |   |
|     | time assistance   |   |
| 10) | Permanent Total <i>Loss of Hearing</i> in both ears                 | 75%   |
| 11) | Permanent Total Loss of one <i>Limb</i>                             | 50%   |
| 12) | Permanent Total <i>Loss of Sight</i> of one eye                     | 50%   |

# **TABLE OF BENEFITS – TABLE (B)**

| The | e Disablement   | Compensation Expressed as a Percentage of Total Sum Insured |
|-----|---|---|
| 1)  | Permanent Total Disablement   | 100%  |
| 2)  | Permanent and incurable insanity  | 100%  |
| 3)  | Permanent Total Loss of two <i>Limbs</i>  | 100%  |
| 4)  | Permanent Total <i>Loss of Sight</i> in both eyes   | 100%  |
| 5)  | Permanent Total Loss of Sight of one eye and one  | 100%  |
|     | Limb  |   |
| 6)  | Permanent Total Loss of Speech  | 100%  |
| 7)  | Complete removal of the lower jaw   | 100%  |
| 8)  | Permanent Total Loss of Mastication   | 100%  |
| 9)  | Permanent Total Loss of the central nervous system or   | 100%  |
|     | the thorax and all abdominal organs resulting in the  |   |
|     | complete inability to engage in any job and the inability to carry out <i>Daily Activities</i> essential to life without full |   |
|     | time assistance   |   |
|     | little assistatioe  |   |

| 10) Permanent Total <i>Loss of Hearing</i> in both ears | 75% |
|---|-----|
| 11) Permanent Total Loss of one <i>Limb</i>             | 50% |
| 12) Permanent Total <b>Loss of Sight</b> of one eye     | 50% |

# TABLE OF BENEFITS – TABLE (C)

|             | Compensation Expressed as a  |                         |
|-------------|--|-------------------------|
| The         | e Disablement  | Percentage of Total Sum |
|             |  | Insured                 |
| 1)          | Permanent Total Disablement  | 100%                    |
| 2)          | Permanent and incurable insanity   | 100%                    |
| 3)          | Permanent Total Loss of two <i>Limbs</i>   | 100%                    |
| 4)          | Permanent Total <i>Loss of Sight</i> in both eyes                                      | 100%                    |
| 5)          | Permanent Total Loss of Sight of one eye and one                                       | 100%                    |
| ,           | Limb   |                         |
| 6)          | Permanent Total Loss of Speech   | 100%                    |
| 7)          | Complete removal of the lower jaw  | 100%                    |
| 8)          | Permanent Total Loss of Mastication  | 100%                    |
| 9)          | Permanent Total Loss of the central nervous system or                                  | 100%                    |
| ,           | the thorax and all abdominal organs resulting in the                                   |                         |
|             | complete inability to engage in any job and the inability                              |                         |
|             | to carry out <i>Daily Activities</i> essential to life without full                    |                         |
|             | time assistance  |                         |
| 10)         | Permanent Total <i>Loss of Hearing</i> in both ears                                    | 75%                     |
| 11)         | Permanent Total Loss of one <i>Limb</i>  | 50%                     |
| 12)         | Permanent Total <i>Loss of Sight</i> of one eye  | 50%                     |
| 13)         | Permanent Total <i>Loss of Hearing</i> in one ear                                      | 15%                     |
| 14)         | Permanent Total Loss of the lens in one eye  | 25%                     |
| 15)         | Permanent Total Loss of use of four fingers and  | 40%                     |
|             | thumb of either hand   |                         |
| 16)         | Permanent Total Loss of use of four fingers of either                                  | 20%                     |
|             | hand   |                         |
| 17)         | Permanent Total Loss of use of one thumb of either                                     |                         |
|             | hand:  | 20%                     |
|             | a) Both joints   | 10%                     |
| \           | b) One joint   |                         |
| 18)         | Permanent Total Loss of one finger of either hand:                                     |                         |
|             | a) Three joints  | 5%                      |
|             | b) Two joints  | 3.5%                    |
| 40)         | c) One joint   | 2%                      |
| 19)         | Permanent Total Loss of use of toes:   | 150/                    |
|             | a) All – one foot  | 15%                     |
|             | <ul><li>b) Big – both joints</li><li>c) Big – one joint</li></ul>                      | 5%                      |
|             |  | 2%<br>2%                |
| 3U)         | -, <del>g</del>  | 10%                     |
|             | Established non-union of fractured leg or kneecap Shortening of leg by at least 5 cms. | 7.50%                   |
|             | Ankylosis of the elbow, hip or knee  | 20%                     |
|             | Permanent disablement not otherwise provided for                                       | 75%                     |
| <b>∠</b> 3) | under Items 2-22 inclusive up to a maximum of  | MUMP.                   |
|             | <u> </u>   | 5 MUMB.                 |

# TABLE OF BENEFITS – TABLE (D)

| The | e Disablement   | Compensation Expressed as a Percentage of Total Sum |
|-----|---|---|
| 41  | Dawnson and Tatal Disablass and   | Insured   |
| 1)  | Permanent Total Disablement   | 100%  |
| 2)  | Permanent and incurable insanity  | 100%  |
| 3)  | Permanent Total Loss of two <i>Limbs</i>  | 100%  |
| 4)  | Permanent Total <i>Loss of Sight</i> in both eyes   | 100%  |
| 5)  | Permanent Total <i>Loss of Sight</i> of one eye and one <i>Limb</i>   | 100%  |
| 6)  | Permanent Total <i>Loss of Speech</i>   | 100%  |
| 7)  | Complete removal of the lower jaw   | 100%  |
| 8)  | Permanent Total <i>Loss of Mastication</i>  | 100%  |
| 9)  | Permanent Total Loss of the central nervous system or   | 100%  |
|     | the thorax and all abdominal organs resulting in the  |   |
|     | complete inability to engage in any job and the inability   |   |
|     | to carry out <i>Daily Activities</i> essential to life without full   |   |
|     | time assistance   |   |
|     | Permanent Total <i>Loss of Hearing</i> in both ears   | 75%   |
|     | Permanent Total Loss of one <i>Limb</i>   | 50%   |
|     | Permanent Total <i>Loss of Sight</i> of one eye   | 50%   |
|     | Permanent Total <i>Loss of Hearing</i> in one ear   | 15%   |
|     | Permanent Total Loss of the lens in one eye   | 25%   |
| 15) | Permanent Total Loss of use of four fingers and thumb of either hand  | 40%   |
| 16) | Permanent Total Loss of use of four fingers of either hand  | 20%   |
| 17) | Permanent Total Loss of use of one thumb of either hand: a) Both joints b) One joint  | 20%<br>10%  |
| 18) | Permanent Total Loss of one finger of either hand: <ul><li>a) Three joints</li><li>b) Two joints</li><li>c) One joint</li></ul> | 5%<br>3.5%<br>2%                                    |
| 19) | Permanent Total Loss of use of toes:  |   |
|     | a) All – one foot   | 15%   |
|     | b) Big – both joints  | 5%  |
|     | c) Big – one joint  | 2%  |
|     | d) Other than Big – each toe  | 2%  |
|     | Established non-union of fractured leg or kneecap   | 10%   |
|     | Shortening of leg by at least 5 cms.  | 7.50%   |
| 22) | Ankylosis of the elbow, hip or knee   | 20%   |



# SECTION 8 IN-HOSPITAL MEDICAL EXPENSES – ACCIDENT ONLY

If, during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** and is hospitalised as an in-patient for twenty-four (24) continuous hours or more, then the **Company** will reimburse the **Insured Person** the necessary **Usual and Reasonable In-Hospital Medical Expenses**, incurred within twelve (12) months from the **Date of Loss** up to the Total **Sum Insured** stated in the Schedule, subject to the Terms and Conditions of this Policy. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Conditions

- Usual and Reasonable In-Hospital Medical Expenses shall include and be limited to the following services:
  - a) charges for semi-private Hospital room and board, use of the operating room, emergency room, and Ambulatory Medical Centre
  - b) fees of Physicians.
  - c) charges for laboratory tests, ambulance service (to or from the *Hospital*), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial *Limbs* or eyes (excluding repair or replacement of these items), xrays, prosthetic appliances.
  - d) charges for a registered nurse (R.N).
- 2) if an *Insured Person* has other insurance against a loss covered by this Section, then the *Company* shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

### Specific Definitions

- 1) **Ambulatory Medical Centre** means a licensed facility providing ambulatory surgical or medical treatment, other than a **Hospital**, clinic or **Physician**'s office.
- 2) Usual and Reasonable In-Hospital Medical Expenses means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

### Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for:

- 1) any Usual and Reasonable In-Hospital Medical Expenses before the Period of Insurance.
- 2) any dental work.
- 3) any claim caused by or arising from or due to **Sickness** of any and every kind.

# **SECTION 9**

### **EMERGENCY MEDICAL EXPENSES – ACCIDENT ONLY**

If, during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury**, then the **Company** will reimburse the **Insured Person** the necessary **Usual and Reasonable Medical Expenses**, incurred within twelve (12) months from the **Date of Loss** up to the **som Insured** stated in the Schedule, subject to the Terms and Conditions of this Policy. The **Seductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Conditions

- 1) *Medical Expenses* shall include and be limited to the following services:
  - a) charges for semi-private *Hospital* room and board, use of the operating room, emergency room, and *Ambulatory Medical Centre*.
  - b) fees of *Physicians*.
  - c) **Medical Expenses**, in or out of **Hospital**, including: laboratory tests, ambulance service (to or from the **Hospital**), prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial **Limbs** or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
  - d) charges for a registered nurse (R.N).
- 2) If an *Insured Person* has other insurance against a loss covered by this Section, then the *Company* shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

### Specific Definitions

- 1) **Ambulatory Medical Centre** means a licensed facility providing ambulatory surgical or medical treatment, other than a **Hospital**, clinic or **Physician**'s office.
- 2) Usual and Reasonable Medical Expenses means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

### Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for:

- 1) any *Medical Expenses* incurred where an *Insured Journey* is undertaken against the advice of a qualified licensed medical practitioner.
- 2) any *Medical Expenses* incurred when the specific purpose of a journey is to receive medical treatment or advice.
- 3) any *Medical Expenses* incurred within the territorial limits that are not stated in the Schedule.
- any medical treatment, drugs or medicines, prescribed or applied, before the **Period of Insurance**.
- 5) any dental work.
- 6) any claim caused by or arising from or due to **Sickness** of any and every kind.

# **SECTION 10**

# **EMERGENCY MEDICAL EXPENSES**

If, during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** or sudden unexpected **Sickness**, then the **Company** will reimburse the **Insured Person** the necessary **Usual and Reasonable Medical Expenses**, incurred within twelve (12) months from the **Date of Loss** up to the **Sum Insured** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Conditions

- 1) *Medical Expenses* shall include and be limited to the following services:
  - a) charges for semi-private *Hospital* room and board, use of the operating room, emergency room, and *Ambulatory Medical Centre*.
  - b) fees of *Physician*s.
  - c) Medical Expenses, in or out of Hospital, including: laboratory tests, ambulance service (to or from the Hospital), prescription medicines or drugs, therapeutics, anaesthetic (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances.
  - d) charges for a registered nurse (R.N).

2) If an *Insured Person* has other insurance against a loss covered by this Section, then the *Company* shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

### Specific Definitions

- 1) **Ambulatory Medical Centre** means a licensed facility providing ambulatory surgical or medical treatment, other than a **Hospital**, clinic or **Physician**'s office.
- 2) Usual and Reasonable Medical Expenses means fees and prices generally charged in the locality where performed for medically necessary services and supplies required for treatment of cases of comparable severity and nature, but not to include charges that would not have been made if no insurance existed.

### Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for:

- 1) any *Medical Expenses* incurred where an *Insured Journey* is undertaken against the advice of a qualified licensed medical practitioner.
- 2) any *Medical Expenses* incurred when the specific purpose of a journey is to receive medical treatment or advice.
- 3) any *Medical Expenses* incurred within the territorial limits that are not stated in the Schedule.
- any medical treatment, drugs or medicines, prescribed or applied, before the **Period of** Insurance.
- 5) any dental work.

# **SECTION 11**

### **HOSPITAL CASH – ACCIDENT ONLY**

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** as an inpatient within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Daily Benefit** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Provisions

 In case of successive *Hospital* stays with less than sixty (60) *Days* between each one for a same cause, the *Deductible* or *Franchise* will only apply once, as the *Hospital* stays will be deemed as one event.

# Special Conditions

1) Once the *Company* has paid the *Daily Benefit* up to the maximum number of *Days* stated in the Schedule, cover under this Section will cease for such *Insured Person*.

# SECTION 12 HOSPITAL CASH & HOME CONVALESCENCE – ACCIDENT ONLY

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** as an inpatient within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Daily Benefit** stated in the Schedule. In addition, if the **Insured Person** 

is instructed by a *Physician* to complete his/her recovery at home, then the *Company* will pay the *Daily Home Allowance* stated in the Schedule. The *Deductible* or *Franchise*, if applicable, shall be deducted from the *Compensation* payable.

### Specific Provisions

 In case of successive *Hospital* stays with less than sixty (60) *Days* between each one for a same cause, the *Deductible* or *Franchise* will only apply once, as the *Hospital* stays will be deemed as one event.

### Specific Conditions

- The *Daily Home Allowance* will be limited to the maximum number of *Days* an *Insured Person* was in *Hospital* as an in-patient or the maximum number of *Days* stated in the Schedule, whichever is the lesser.
- Once the *Company* has paid the *Daily Benefit* and *Daily Home Allowance* up to the maximum number of *Days* stated in the Schedule, cover under this Section will cease for such *Insured Person*.

# SECTION 13 HOSPITAL CASH – ACCIDENT & SICKNESS

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** as an in-patient within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Daily Benefit** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Provisions

 In case of successive Hospital stays with less than sixty (60) Days between each one for a same cause, the Deductible or Franchise will only apply once, as the Hospital stays will be deemed as one event.

### Specific Conditions

1) Once the *Company* has paid the daily benefit up to the maximum number of *Days* stated in the Schedule, cover under this Section will ease for such *Insured Person*.

### **SECTION 14**

### **HOSPITAL CASH & HOME CONVALESCENCE – ACCIDENT & SICKNESS**

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** as an in-patient within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Daily Benefit** stated in the Schedule. In addition, if the **Insured Person** is instructed by a **Physician** to complete his/her recovery at home, then the **Company** will pay the **Daily Home Allowance** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Provisions

 In case of successive *Hospital* stays with less than sixty (60) *Days* between each one for a same cause, the *Deductible* or *Franchise* will only apply once, as the *Hospital* stays will be deemed as one event.

### Specific Conditions

- The Daily Home Allowance will be limited to the maximum number of Days an Insured Person was in Hospital as an in-patient or the maximum number of Days stated in the Schedule, whichever is the lesser.
- 2) Once the *Company* has paid the *Daily Benefit* and *Daily Home Allowance* up to the maximum number of days stated in the Schedule, cover under this Section will cease for such *Insured Person*.

# SECTION 15 BROKEN BONES

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in a broken bone as specified in this Section, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Table of Benefits up to the Total **Sum Insured** in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

# **TABLE OF BENEFITS**

|    | Fracture  | % of Sum Insured |
|----|---|------------------|
| 1) | Fractures of the Skull:                                       | 100              |
|    | a) Compound fracture with damage to the brain tissue          | 100              |
|    | b) Compound fracture without damage to the brain tissue       | 75               |
|    | c) All other fractures  | 50               |
| 2) | Fractures of hip or pelvis (excluding thigh or coccyx):       |                  |
|    | a) Multiple fractures (at least one compound & one complete)  |                  |
|    | b) All other compound fractures                               | 100              |
|    | c) Multiple fractures, at least one complete                  | 50               |
|    | d) All other fractures  | 30               |
|    |   | 20               |
| 3) | Fracture of thigh or heel:                                    |                  |
|    | a) Multiple fractures (at least one compound & one complete)  |                  |
|    | b) All other compound fractures                               | 50               |
|    | c) Multiple fractures, at least one complete                  | 40               |
|    | d) All other fractures  | 30               |
|    |   | 20               |
| 4) | Fracture of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower |                  |
|    | Arm (including wrist, but excluding Colles-type fracture):    |                  |
|    | a) Multiple fractures (at least one compound & one complete)  | 40               |
|    | b) All other compound fractures                               | 30               |
|    | c) Multiple fractures, at least one complete                  | 20               |
|    | d) All other fractures  | 12               |
| 5) | Fractures of Lower Jaw:                                       |                  |
|    | a) Multiple fractures (at least one compound & one complete)  | 30               |
|    | b) All other compound fractures                               | 20               |
|    | c) Multiple fractures, at least one complete                  | 16               |
|    | d) All other fractures  | 8                |

| 6) | Fractures of Shoulder Blade, Kneecap, Sternum, Hand (excluding fingers and wrist), Foot (excluding toes and heel):  a) All compound fractures b) All other fractures   | 20<br>10           |
|----|--|--------------------|
| 7) | Colles type fracture to the Lower Arm:  a) Compound  b) Other  | 20<br>10           |
| 8) | Fractures of Spinal Column (Vertebrae but excluding coccyx):  a) All compression fractures  b) All spinous, transverse process or pedicle fractures  c) All other vertebral fractures  | 20<br>20<br>10     |
| 9) | Fractures of Rib or Ribs, Cheekbone, Coccyx, Upper Jaw, Nose, Toe and toes, finger or fingers:  a) Multiple fractures (at least one compound & one complete) b) All other compound fractures c) Multiple fractures, at least one complete d) All other fractures | 16<br>12<br>8<br>4 |

## Specific Conditions

- 1) No benefit will be paid before any fracture is recognised medically and a *Physician* has established the extent and nature of the fracture.
- 2) The total amount payable under this Section, in respect of more than one fracture due to the same *Bodily Injury*, will be calculated by adding the various benefits together, but shall not exceed the Total *Sum Insured*.
- 3) In the event that an *Insured Person* has received a benefit under this Section, and the same *Bodily Injury* results in permanent disablement, any benefits paid under this Section will be deducted from the Permanent Disablement benefit

# SECTION 16 BURNS

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** whilst on a **Common Carrier** which directly and independently of all other causes results in second or third degree burns, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Table of Benefits up to the Total **Sum Insured** in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### TABLE OF BENEFITS

|    |      | Description  | Percenta<br>Total<br>Insured | age of<br>Sum |
|----|------|--|------------------------------|---------------|
| 1) | Head | a) Third degree burns of 8% or more of the total head surface  |                              |               |
|    |      | area   | 100%                         |               |
|    |      | b) Second degree burns of 8% or more of the total head surface |                              |               |
|    |      | area   | 50%                          |               |
|    |      | c) Third degree burns of 5% or more, but less than 8% of the   | //                           |               |
|    |      | total head surface area  | 80%                          |               |
|    |      | d) Second degree burns of 5% or more, but less that 8% of the  | //                           |               |
|    |      | total head surface area  | 40%                          |               |

|    |              | e) | Third degree burns of 2% or more, but less than 5% of the total head surface area    | 60%  |
|----|--------------|----|--|------|
|    |              | f) | Second degree burns of 2% or more, but less than 5% of the total head surface area   | 30%  |
| 2) | Rest of Body | a) | Third degree burns of 20% or more of the total body surface area                     | 100% |
|    |              | b) | Second degree burns of 20% or more of the total body surface area                    | 50%  |
|    |              | ပ် | Third degree burns of 15% or more, but less than 20% of the total body surface area  | 80%  |
|    |              | d) | Second degree burns of 15% or more, but less than 20% of the total body surface area | 40%  |
|    |              | e) | Third degree burns of 10% or more, but less than 15% of the total body surface area  | 60%  |
|    |              | f) | Second degree burns of 10% or more, but less than 15% of the total body surface area | 30%  |
|    |              | g) | Third degree burns of 5% or more, but less than 10% of the total body surface area   | 20%  |
|    |              | h) | Second degree burns of 5% or more, but less than 10% of the total body surface area  | 10%  |

## Specific Conditions

- 1) If the **Bodily Injury** results in more than one of the Descriptions above, then the **Company** shall be liable for the largest Description only.
- 2) If an *Insured Person* dies or is permanently disabled as the result of the *Bodily Injury*, then any amount claimed and paid to an *Insured Person* under this Section will be deducted from any payment made under *Accidental* Death or Permanent Disablement.

# SECTION 17 LAST RITES COSTS – ACCIDENT & SICKNESS

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results within one (1) calendar month of the **Date of Loss** in death, then the **Company** agrees to pay to the **Insured Person's Beneficiary** or legal representative the **Compensation** stated in the Schedule towards the cost of the last rites of the **Insured Person**.

# SECTION 18 IN HOSPITAL SURGERY BENEFIT

If during the **Period of Insurance** an **Insured Person** is hospitalised as the result of **Bodily Injury** or **Sickness** and is charged for a surgical procedure, performed by a **Physician**, then the **Company** agrees to pay an amount equal to the costs of the surgical procedure or the amount stated in the Table of Benefits as a percentage of the Total **Sum Insured** stated in the Schedule, whichever is the lesser. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Conditions

1) Should there be more than one surgical procedure performed during the same operative sessions, the *Company* shall be liable for the largest procedure only.

2) Any surgical procedure not mentioned in the Table of Benefits shall be compensated at the complete discretion of the *Company* taking into consideration the nature of the surgical procedure in conjunction with the stated *Compensation* percentages for more specific surgical procedures shown in the Table of Benefits.

### Specific Definitions

- 1) *In-Patient* means a person who is confined in a *Hospital* as a resident patient and who is charged at least one (1) *Day's* room and board in the *Hospital*.
- 2) *Invasive Surgery* means any surgery that involves entering the specific body cavity shown in the Table of Benefits.

## Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for:

- 1) congenital anomalies and conditions arising therefrom.
- 2) pregnancy, childbirth, miscarriage or abortion or any female organs disease.
- any *Hospital*, surgical treatment or surgical procedure as the result of *Sickness* within ninety (90) *Days* of the Policy Effective Date.
- 4) cosmetic or plastic surgery, except as the result of an Accident.
- 5) any infection occurring during *In-Patient* care.
- 6) any *Hospital*, surgical treatment or surgical procedure on adenoids or tonsils within one hundred eighty (180) *Days* of the Policy Effective Date.

### TABLE OF BENEFITS

| De | scription of surgical procedure  | The Benefit Expressed as a % of Sum Insured |
|----|--|---|
| 1) | ABDOMEN  |   |
|    | a) Two or more surgical procedures performed through the same  |   |
|    | abdominal incision will be considered as one operation.  |   |
|    | i) Appendectomy  | 50  |
|    | ii) resection of bowel   | 70  |
|    | iii) resection of stomach  | 70  |
|    | iv) gastro-enterostomy   | 60  |
|    | v) removal of gall-bladder   | 70  |
|    | vi) Laparotomy for diagnostic or treatment purposes or the removal of one or more organs, unless herein provided | 50  |
|    | vii) Laparoscopy for diagnostic or treatment purposes  | 50  |
| 2) | ABSCESS  |   |
|    | a) incision of superficial abscess, boil or furuncle, one or more  | 50  |
|    | b) treatment of carbuncle or abscess requiring a <i>Hospital</i> stay, one or more                               | 10  |
| 3) | AMPUTATION OF  |   |
|    | a) one finger or one toe   | 10  |
|    | b) hand, forearm or foot at ankle  | 20  |
|    | c) leg, arm or thigh   | 40  |
|    | d) thigh at hip  | O noral ha                                  |
| 4) | BREAST   | 3   |
| ,  | a) mastectomy of one or both, radical with resection into axilla   | STOMUMBAL SS                                |
|    | b) mastectomy one or both, partial   | (4) ~ / °//                                 |
|    | , ,  | 19.0  |

| 5)       | СН              | EST  |     |
|----------|-----------------|--|-----|
| -,       | a)              | complete thoracoplasty   | 100 |
|          | b)              | removal of lung or portion of lung   | 70  |
|          | c)              | thoracoscopy for diagnostic, or treatment purposes   | 20  |
|          | d)              | bronchoscopy – diagnostic  | 10  |
|          | e)              | bronchoscopy - operative, excluding biopsy   | 20  |
|          | f)              | cardiac surgery involving valvular replacement   | 100 |
|          | g)              | cardiac surgery involving by pass surgery  | 75  |
|          | h)              | cardiac surgery involving angioplasty  | 50  |
| 6)       | EA              |  |     |
| <u> </u> | a)              | Myringotomy  | 5   |
|          |                 | mastoidectomy – radical – one side   | 50  |
|          | c)              |  | 60  |
|          |                 | fenestration, one or both sides  | 100 |
| 7)       |                 | OPHAGUS  | 100 |
| ',       |                 | operation for stricture  | 40  |
|          |                 | gastroscopy  | 10  |
| 8)       | EY              |  | 10  |
| u)       | a)              | detached retina – multiple fusions   | 100 |
|          | <u>a)</u><br>b) | cataract   | 50  |
|          |                 | glaucoma   | 30  |
|          | c)<br>d)        | removal of eyeball   | 30  |
|          | - /             | removal of pterygium   | 20  |
|          | f)              |  | 5   |
| ٥١       |                 | incision of sty or chalazion   | J . |
| 9)       |                 | ACTURES treatment of simple  For compound fractures the benefit is increased by 50%, but will not                                    |     |
|          | a)              | exceed the Total <i>Sum Insured</i> in the Schedule.   |     |
|          | b)              | For fractures requiring an open operation including bone grafting or bone  |     |
|          | D)              | splicing, the benefit is increased by 100%, but will not exceed the Total  |     |
|          |                 | Sum Insured in the Schedule.   |     |
|          |                 | i) collar bone, shoulder blade, or forearm, one bone   | 15  |
|          |                 | ii) coccyx, tarsals, metatarsals or Talar bone   | 10  |
|          |                 | iii) thigh   | 40  |
|          |                 | iv) upper arm or leg   | 25  |
|          |                 | v) fingers or toes, each, or rib   | 5   |
|          |                 | vi) forearm – two bones, knee cap, or pelvis not requiring traction  | 20  |
|          |                 | vii) leg, two bones  | 30  |
|          |                 | viii) jaw, lower   | 20  |
|          |                 | ix) carpals, metacarpals, nose, ribs (two or more) or Sternum  | 10  |
|          |                 | x) pelvis, requiring traction  | 30  |
|          |                 |  | 5   |
|          |                 |  | 40  |
|          |                 | xii) vertebrae, compression fracture, one or more  | 10  |
| 10\      | CE              | xiii) wrist  | ΙU  |
| 10)      |                 | NITO – URINARY TRACT   | 70  |
|          | <u>a)</u>       | removal of kidney  | 70  |
|          | <u>p)</u>       | fixation of kidney   | 70  |
|          | c)              | laparotomy for diagnostic or treatment purposes of tumours or stones in kidney, urethra, or bladder by <i>Invasive Surgery</i>       | 60  |
|          | d)              | laparotomy for diagnostic or treatment purposes or the removal of tumours or stones in kidney, urethra, or bladder by cauterisation, | 20  |
|          | ٠,١             | endoscopic means or lithotripsy  | 00  |
|          | e)              | stricture or urethra – open operation  | 30  |

| h)        | other cutting operations on rectum  | 20  |
|-----------|---|-----|
| g)        | colonoscopy with or without biopsy  | 15  |
| f)        | rectoscopy with or without biopsy   | 10  |
| <u>e)</u> | fissure in ano  | 5   |
| <u>d)</u> | fistula in ano  | 15  |
|           | rectum, total for excision or complete injection treatment                    |     |
| c)        | haemorrhoids internal or internal and external including prolapsed            | 20  |
| <u>b)</u> | haemorrhoids, external only, excision – complete procedure                    | 10  |
| <u>a)</u> | radical resection for malignancy, all stages including colostomy              | 100 |
| 16) RE    | CTUM and RECTOSCOPY   |     |
| c)        | ear drum, hydrocele, joints or spine  | 5   |
| <u>b)</u> | ,   | 5   |
| <u>a)</u> |   | 10  |
| 15) PA    | RACENTESIS tapping of:  |     |
|           | turbinectomy  | 10  |
| d)        | submucous resection   | 25  |
| c)        | polyps, removal one or more   | 5   |
| b)        | extra nasal sinus operation   | 35  |
| a)        | intranasal sinus operation  | 15  |
| 14) NO    |   |     |
|           | ix) dislocation of knee cap   | 5   |
|           | viii) dislocation of hip or knee, knee cap excepted                           | 20  |
|           | vii) dislocation of lower jaw   | 5   |
|           | vi) dislocation of shoulder or elbow, wrist or ankle                          | 15  |
|           | v) dislocation of fingers or toes, each                                       | 5   |
|           | wrist or ankle  |     |
|           | iv) excision, open fixation, disarticulation or arthoplasty on knee, elbow,   | 35  |
|           | or spine  |     |
|           | iii) excision, open fixation, disarticulation or arthoplasty on shoulder, hip | 75  |
|           | ii) arthroscopy of shoulder, elbow, hip or knee joint, tapping excepted       | 40  |
|           | provided and except tapping   |     |
|           | i) incision into joint for disease or disorder, except as herein otherwise    | 15  |
| u)        | 100%, but will not exceed the Total <i>Sum Insured</i> in the Schedule.       |     |
|           | For dislocations requiring an open operation the benefit is increased by      |     |
|           | INTS AND DISLOCATIONS   |     |
| d)        | Radical operation, including injection treatment for cure of double hernia    | 50  |
| c)        | Radical operation, including injection treatment for cure of single hernia    | 40  |
| a)b)      | Invasive Surgery – Single Hernia Invasive Surgery – double hernia             | 25  |
| a)        | Invasive Surgery – single hernia  | 20  |
| 12) HE    | procedure RNIA  |     |
| a)        | ,                                       | 70  |
| 11) TH    |   | 70  |
| l)        | removal of fibroid tumours, without abdominal approach                        | 20  |
| k)        | hydrocele or variocele  | 10  |
| j)        | orchidectomy or epididymectomy  | 25  |
| i)        | Prostrate by other cutting operation  | 50  |
| <u>h)</u> | Prostrate partial removal – by endoscopic means                               | 25  |
| <u>g)</u> | Prostrate entire removal of open operation – complete procedure               | 70  |
|           | intra-urethral by <i>Invasive Surgery</i>                                     | 15  |

| 17) SKULL                          |  |     |  |
|------------------------------------|--|-----|--|
| a)                                 | craniotomy for urgent removal of hematoma  | 100 |  |
| b)                                 | craniotomy involving vascular surgery  | 75  |  |
| c)                                 | craniotomy for removal of tumours  | 75  |  |
| 18) THROAT                         |  |     |  |
| a)                                 | tonsillectomy or tonsillectomy and adenoidectomy for adults and children 15 years of age and older     | 15  |  |
| b)                                 | tonsillectomy or tonsillectomy and adenoidectomy for children under 15 years of age                    | 10  |  |
| c)                                 | use of laryngoscope for diagnosis  | 5   |  |
| 19) TUMOURS – surgical removal of: |  |     |  |
| a)                                 | malignant tumours except those of the mucous membrane, skin and subcutaneous tissue                    | 50  |  |
| b)                                 | malignant tumours of the mucous membrane, skin and subcutaneous tissue                                 | 25  |  |
| c)                                 | pilonidal sinus or cyst, cutting operation   | 25  |  |
| d)                                 | benign tumours of the testicle or breast   | 20  |  |
| e)                                 | ganglion   | 5   |  |
| f)                                 | benign tumours, one or more, except as otherwise herein provided                                       | 10  |  |
| g)                                 | varicose – complete procedure on all veins whether cutting operation or injection treatment – one leg  | 20  |  |
| h)                                 | varicose – complete procedure on all veins whether cutting operation or injection treatment – two legs | 30  |  |

# SECTION 19 TEMPORARY TOTAL DISABLEMENT – ACCIDENT ONLY

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results (starting during the **Period of Insurance**) in **Temporary Total Disablement**, then the **Company** agrees to pay to the **Insured Person** the amount stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Conditions

- 1) If Bodily Injury is sustained to or suffered in relation to the spine and its muscular girdle, ligamentous system, cartilage, nervous system and blood supply to the spine which is not detectable by means of radiological scanning, imaging, or neurological fallout testing, then the Company shall only be liable in respect of this Section for a maximum period of five (5) weeks, in excess of the Deductible or Franchise if applicable.
- 2) In the event of a dispute arising as to when *Temporary Total Disablement* ceased, the date shall be finally determined by a *Physician* commissioned by the *Company* who certifies:
  - a) the date upon which the *Insured Person* recovered; or
  - b) the date upon which the *Insured Person* recovered as far as he/she ever will; or
  - c) the date from which the *Insured Person* is declared to have suffered *Permanent Total Disablement*;
- 3) The benefit shall not in any event exceed the Total **Sum Insured** or the Maximum Number of Weeks as stated in the Schedule.
- 4) If an *Insured Person* has other insurance against a loss covered by this Section, then the *Company* shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

### Specific Definitions

 Temporary Total Disablement means disablement which temporarily and entirely prevents an Insured Person from engaging in or giving attention to the Insured Person's usual occupation.

### Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for any claim caused by or arising from or due to *Sickness* of any and every kind.

# SECTION 20 TEMPORARY TOTAL DISABLEMENT – ACCIDENT AND SICKNESS

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** (starting during the **Period of Insurance**) which directly and independently of all other causes results in **Temporary Total Disablement**, then the **Company** agrees to pay to the **Insured Person** the amount stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Conditions

- 1) If Bodily Injury or Sickness is sustained to or suffered in relation to the spine and its muscular girdle, ligamentous system, cartilage, nervous system and blood supply to the spine which is not detectable by means of radiological scanning, imaging, or neurological fallout testing, then the Company shall only be liable in respect of this Section for a maximum period of five (5) weeks, in excess of the Deductible or Franchise if applicable.
- 2) In the event of a dispute arising as to when *Temporary Total Disablement* ceased, the date shall be finally determined by a *Physician* commissioned by the *Company* who certifies:
  - a) the date upon which the *Insured Person* recovered; or
  - b) the date upon which the *Insured Person* recovered as far as he/she ever will; or
  - the date from which the Insured Person is declared to have suffered *Permanent Total Disablement*.
- 3) The benefit shall not in any event exceed the Total *Sum Insured* or the Maximum Number of Weeks as stated in the Schedule.
- 4) If an *Insured Person* has other insurance against a loss covered by this Section, then the *Company* shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

### Specific Definitions

 Temporary Total Disablement means disablement which temporarily and entirely prevents an Insured Person from engaging in or giving attention to the Insured Person's usual occupation.

# SECTION 21 HOSTAGE RELEASE FEES

If during the **Period of Insurance** an **Insured Person** is **Kidnapped**, then the **Company** agrees to pay the fees incurred for a professional negotiation organisation appointed by the **Company** to secure the release of the **Insured Person** up to the Total **Sum Insured** stated in the Schedule:

### Specific Conditions

- The *Insured Person* agrees to reimburse the *Company* for any payments made by the *Company* which are ultimately determined not to be insured because of the application of the Specific Exclusions.
- 2) If an *Insured Person* has other insurance against a loss covered by this Section, then the *Company* shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

### Specific Definitions

- Informant means any person providing information solely in return for monetary payment paid or promised by the *Policyholder*.
- 2) *Insured Person*: Specific to this Section and in addition to the *Insured Person(s)* stated in the Schedule, an *Insured Person* shall also include:
  - a) Immediate Family Member of an Insured Person.
  - b) a person legally resident in the household of an *Insured Person*.
  - c) accompanying travel companion of the *Insured Person*.
- 3) **Kidnap or Kidnapped** means the wrongful abduction and holding under duress or by fraudulent means of any **Insured Persons** by any person or group making a **Ransom** demand or series of **Ransom** demands for the release of such **Insured Persons**.
- 4) **Ransom** means the amount demanded by any person or group who have **Kidnapped** the **Insured Person**, or the amount paid to a person or group for the release of the **Insured Person**.

### Specific Exclusions

The *Company* will not be liable for:

- 1) any *Ransom* amount.
- 2) any amount paid to an *Informant* or *Informant*s.
- 3) any fraudulent, dishonest, or criminal acts of the *Insured Person*.
- 4) an *Insured Person* being *Kidnapped* by an *Immediate Family Member*.
- 5) any *Kidnap* occurring in South America, Mexico or the Philippines.

# SECTION 22 ASSAULT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** that results in death or permanent disablement, as a result of or arising from **Assault**, then the **Company** agrees to pay to the **Insured Person** or the **Insured Person**'s **Beneficiary** or legal representatives the increased percentage of the **Accidental** death or permanent disablement Total **Sum Insured** stated under this Section in the Schedule.

### Specific Conditions

All Specific Extensions, Specific Provisions, Specific Conditions, Specific Definitions, Specific Claims Provisions and Specific Exclusions shall also apply to this Section for each benefit to which it attaches.

### Specific Definitions

Assault means any wilful or unlawful use of force inflicted upon an Insured Person that is a
criminal offence in the jurisdiction in which it occurs and which results in Bodily Injury to an
Insured Person.

### Specific Exclusions

1) The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for an act of *Assault* by an *Immediate Family Member*.

# SECTION 23 MOBILITY EXTENSION

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in **Permanent Total Disablement** of such a nature that such **Insured Person** needs and can operate:

- 1) a self-powered, climbing wheelchair; and/or
- 2) his/her motor vehicle with the controls suitably adjusted; and/or
- 3) a lift, necessary ramps, railings and holds to usual place of residence, then the *Company* agrees to pay for 95% of the costs of such equipment and the installation thereof up to the Total *Sum Insured* stated in the Schedule.

# SECTION 24 AMBULANCE COSTS

If during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** which is life threatening, then the **Company** agrees to pay the actual ground ambulance costs incurred by the **Insured Person** up to the Total **Sum Insured** stated in the Schedule, for transportation to the nearest **Hospital** where adequate care can be provided.

# SECTION 25 CONCUSSION EXTENSION

If during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** and is hospitalised as the result of concussion, then the **Company** agrees to pay to the **Insured Person** the following percentages of the Total **Sum Insured** stated in the Schedule:

|   | Compensation Expressed as a     |  |
|---|---------------------------------|--|
| Length of Hospital stay   | Percentage of Total Sum Insured |  |
| Percentage of <b>Sum Insured</b> payable for 0 to 4 <b>Days</b> | 0%                              |  |
| Percentage of <b>Sum Insured</b> payable after 5 <b>Days</b>    | 25%                             |  |
| Percentage of <b>Sum Insured</b> payable after 8 <b>Days</b>    | Additional 25%                  |  |
| Percentage of <b>Sum Insured</b> payable after 11 <b>Days</b>   | Additional 25%                  |  |
| Percentage of <b>Sum Insured</b> payable after 13 <b>Days</b>   | Additional 25%                  |  |



# **SECTION 26**

### ANIMAL ATTACK EXTENSION

If during the **Period of Insurance**, an **Insured Person** sustains **Bodily Injury** as the result of an attack by an **Animal** and is hospitalised for seventy-two (72) continuous hours, then the **Company** agrees to pay to the **Insured Person** the Total **Sum Insured** stated in the Schedule.

### Specific Definition

1) Animal means any four (4) limbed animal that is not an insect or reptile.

# SECTION 27 CHAUFFEUR PLAN BENEFIT

If during the **Period of Insurance** an **Insured Person** is partially incapacitated and unable to attend to a substantial part of his / her business commitments as a result of **Bodily Injury**, then the **Company** agrees to pay the daily amount up to the Total **Sum Insured** stated in the Schedule for the hire of a taxi or chauffeur driven car or other necessarily incurred extra costs to maintain the **Insured Person's** mobility to meet his / her business commitments. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person*:

1) if the *Insured Person* does not follow proper medical advice from a *Physician* after sustaining the *Bodily Injury*.

# SECTION 28 SPOUSE OR DEPENDENT CHILD CONSOLATION BENEFIT

If during the **Period of Insurance** an **Insured Person's Spouse** or **Dependent Child** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule. The **Spouse** or **Dependent Child** must be insured under this Policy for this benefit to be paid.

### Specific Extensions

Disappearance: In the event of the disappearance of the *Insured Person's Spouse* or *Dependent Child*, following a forced landing, stranding, sinking or wrecking of a conveyance in which such *Insured Person's Spouse* or *Dependent Child* was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such *Insured Person's Spouse* or *Dependent Child* shall have died as the result of an *Accident*. If at any time, after the payment of a benefit under this Section, it is discovered that the *Insured Person's Spouse* or *Dependent Child* is still alive, then all payments shall be reimbursed in full to the *Company*.

Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

## **SECTION 29**

### INSURED PERSON'S COUNSELLING BENEFIT

If during the **Period of Insurance** an **Insured Person's Spouse** or **Dependent Child** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay the actual costs for professional counselling for the **Insured Person** up to the **Compensation** stated in the Schedule.

### Specific Extensions

- Disappearance: In the event of the disappearance of the *Insured Person's Spouse* or *Dependent Child*, following a forced landing, stranding, sinking or wrecking of a conveyance in which such *Insured Person's Spouse* or *Dependent Child* was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such *Insured Person's Spouse* or *Dependent Child* shall have died as the result of an *Accident*. If at any time, after the payment of a benefit under this Section, it is discovered that the *Insured Person's Spouse* or *Dependent Child* is still alive, then all payments shall be reimbursed in full to the *Company*.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily** Injury.

### Specific Conditions

1) Solely with respect to the insurance provided in this Section, Item 16 of Section 5, General Exclusions, is deleted in its entirety.

# SECTION 30 FAMILY COUNSELLING BENEFIT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay the actual costs for professional counselling for the **Insured Person's Spouse** and **Dependent Child** up to the **Compensation** stated in the Schedule.

### Specific Extensions

- Disappearance: In the event of the disappearance of the *Insured Person*, following a forced landing, stranding, sinking or wrecking of a conveyance in which such *Insured Person* was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such *Insured Person* shall have died as the result of an *Accident*. If at any time, after the payment of a benefit under this Section, it is discovered that the *Insured Person* is still alive, then all payments shall be reimbursed in full to the *Company*.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily** Injury.

## Specific Conditions

 The total Sum Insured is the total amount payable for the Spouse and Dependent Child combined, not per person.

Solely with respect to the insurance provided in this Section, Item 16 of Section 5
 Exclusions, is deleted in its entirety.

# SECTION 31 COMMON ACCIDENT

If during the **Period of Insurance** an **Insured Person** and his or her **Spouse** sustain **Bodily Injury** in the same **Accident** which, directly and independently of all other causes, results in the death of both the **Insured Person** and the **Spouse** within twelve (12) months after the **Date of Loss**, then the Total **Sum Insured** payable for each of the **Insured Person** and **Spouse** shall be either the **Accidental** Death Total **Sum Insured** applicable to the **Insured Person** or the **Accidental** Death Total **Sum Insured** applicable to the **Spouse**, whichever is greater. This benefit shall in no event exceed the Common **Accident** maximum amount shown in the Schedule.

This benefit applies only if:

- 1) the *Insured Person* has elected insurance under the Policy for a *Spouse*; and
- 2) such insurance is in effect on the date of the **Accident**.

## Specific Extensions

- Disappearance: In the event of the disappearance of the *Insured Person*, following a forced landing, stranding, sinking or wrecking of a conveyance in which such *Insured Person* was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such *Insured Persons* shall have died as the result of an *Accident*. If at any time, after the payment of a benefit under this Section, it is discovered that an *Insured Person* is still alive, all payments shall be reimbursed in full to the *Company*.
- 2) Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

# SECTION 32 EVACUATION BENEFIT

If during the **Period of Insurance** an **Insured Person** is **Evacuating** from the building that is the **Primary Insured Person's** place of employment and sustains **Bodily Injury** in the **Evacuation** which directly and independently of all other causes results in death or disablement within twelve (12) months of the **Evacuation**, then the **Company** agrees to pay the **Compensation** stated in the Schedule.

### Specific Definitions

 Evacuating / Evacuation means an emergency exit due to a fire, a fire alarm, a bomb scare (whether there is a bomb or not), or an armed attack on the building or the people in the building.

### **SECTION 33**

## MEDICAL INSURANCE PREMIUM INDEMNITY

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directindependently of all other causes results in death within twelve (12) months of the **Date** of

then the *Company* agrees to pay the actual costs of the medical insurance premiums for the *Insured Person's* surviving *Spouse* and *Dependent Child* up to the amount stated in the Schedule per year up to the number of years stated in the Schedule.

### Specific Extensions

- Disappearance: In the event of the disappearance of an *Insured Person*, following a forced landing, stranding, sinking or wrecking of a conveyance in which such *Insured Person* was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such *Insured Person* shall have died as the result of an *Accident*. If at any time, after the payment of a benefit under this Section, it is discovered that an *Insured Person* is still alive, all payments shall be reimbursed in full to the *Company*.
- 2) Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

## Specific Conditions

1) The total **Sum Insured** is the total amount payable for the **Spouse** and **Dependent Child** combined, not per person.

# SECTION 34 DEPENDENT CHILD EDUCATION BENEFIT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay the education fees for the **Insured Person's** surviving **Dependent Child** up to the amount stated in the Schedule per year up to the number of years stated in the Schedule.

#### Specific Conditions

- 1) To receive benefits under this Section, the **Dependent Child** must be in full time education at an accredited tertiary educational institution.
- The Total Sum Insured is the total amount payable for all Dependent Children combined, not per person.

### Specific Extensions

- Disappearance: In the event of the disappearance of an *Insured Person*, following a forced landing, stranding, sinking or wrecking of a conveyance in which such *Insured Person* was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such *Insured Person* shall have died as the result of an *Accident*. If at any time, after the payment of a benefit under this Section, it is discovered that an *Insured Person* is still alive, all payments shall be reimbursed in full to the *Company*.
- Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily** Injury.

# SECTION 35 COMATOSE BENEFIT – ACCIDENT ONLY

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which independently of all other causes results in the **Insured Person** being in a **He** 

**Comatose State**, within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Provisions

 In case of successive *Comatose State* with less than ten (10) *Day*s between each one for a same cause, the *Deductible* or *Franchise* will only apply once, as the *Comatose State* will be deemed as one.

## Specific Conditions

- 1) The *Insured Person* must be in the *Hospital* Intensive Care Unit for the duration of the *Comatose State* for any benefits to be payable.
- 2) The Comatose State must be for three (3) months or more for any benefits to be payable.

## Specific Definitions

1) *Comatose State* means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

# SECTION 36 COMATOSE BENEFIT – ACCIDENT & SICKNESS

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or **Sickness** which directly and independently of all other causes results in the **Insured Person** being in a **Hospital** in a **Comatose State**, within one (1) calendar month of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Provisions

 In case of successive *Comatose State* with less than ten (10) *Days* between each one for a same cause, the *Deductible* or *Franchise* will only apply once, as the *Comatose State* will be deemed as one.

### Specific Conditions

- 1) The *Insured Person* must be in the *Hospital* Intensive Care Unit for the duration of the *Comatose State* for any benefits to be payable.
- 2) The *Comatose State* must be for three (3) months or more for any benefits to be payable.

# Specific Definitions

**Comatose State** means a state of profound unconsciousness, characterised by the absence of spontaneous eye openings, response to painful stimuli, and vocalisation.

# SECTION 37 HOME TUITION BENEFIT

If during the **Period of Insurance** an insured **Dependent Child** sustains **Bodily Injury** (starting during the **Period of Insurance**) which directly and independently of all other causes results in **Temporary Total Disablement**, then the **Company** agrees to pay **Home Tuition Fees** per **Day** up to the amount stated in the Schedule, for up to the maximum number of weeks stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Conditions

- 1) In the event of a dispute arising as to when *Temporary Total Disablement* ceased, the date shall be finally determined by a *Physician* commissioned by the *Company* who certifies:
  - a) the date upon which the *Insured Person* recovered; or
  - b) the date upon which the *Insured Person* recovered as far as he/she ever will; or
  - c) the date from which the *Insured Person* is declared to have suffered *Permanent Total Disablement*;
- 2) The benefit shall not in any event exceed the Total *Sum Insured* or the Maximum Number of Weeks as stated in the Schedule.
- 3) If an *Insured Person* has other insurance against a loss covered by this Section, then the *Company* shall not be liable for a greater proportion of the loss than the applicable benefit under this Section bears to the total applicable benefit under all such insurance.

### Specific Definitions

- 1) **Temporary Total Disablement** means disablement which temporarily and entirely prevents an **Insured Person** from attending full time education at an accredited tertiary educational institution
- Home Tuition Fees means the costs for a fully registered and licensed teacher to continue the education of the *Insured Person* at home during *Temporary Total Disablement*.

### Specific Exclusions

1) The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for any claim caused by or arising from or due to *Sickness* of any and every kind.

# SECTION 38 REHABILITATION BENEFIT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which requires Rehabilitation within three (3) weeks of the **Date of Loss**, then the **Company** agrees to pay the actual costs of such treatment up to the amount stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

#### Specific Definitions

### Rehabilitation means:

- 1. treatment by a therapist licensed, registered, or certified to provide such treatment;
- 2. treatment in an institution which is licensed to provide such treatment,

when the treatment is intended to prepare the *Insured Person* for work in any gainful including the *Insured Person's* regular occupation.

### Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for any treatment not performed by a fully registered and licensed Physiotherapist.

### **SECTION 39**

# RECONSTRUCTIVE SURGERY BENEFIT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which requires **Reconstructive Surgery** within six (6) months of the **Date of Loss**, then the **Company** agrees to pay the actual costs of such **Reconstructive Surgery** up to the amount stated in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

### Specific Definitions

1) **Reconstructive Surgery** means surgery to reconstruct cutaneous or underlying tissue, prescribed as necessary by a **Physician**.

## Specific Exclusions

The *Company* shall not be liable to pay any benefit in respect of any *Insured Person* for

- any Reconstructive Surgery not performed by a fully registered and licensed Cosmetic Surgeon.
- 2) Any *Reconstructive Surgery* an *Insured Person* elects to have.

# SECTION 40 PARENTAL CARE BENEFIT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay the **Compensation** shown in the Schedule in equal shares to each **Dependent Parent** of the **Insured Person**.

### Specific Definitions

Dependent Parent means the parents or grandparents of the Insured Person or the Insured
 Person's Spouse. A Dependent Parent is eligible for this benefit if he or she, at the time of
 the Bodily Injury, is receiving support and care provided by the Insured Person or Spouse.

# **SECTION 41**

### DEPENDENT CHILD WEDDING BENEFIT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which streetly independently of all other causes results in Death within twelve (12) months of the **Date of L** then the **Company** agrees to pay the **Compensation** shown in the Schedule in equal share each **Dependent Child** of the **Insured Person**.