PERSONAL ACCIDENT STANDARD INSURANCE POLICY

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PERSONAL ACCIDENT STANDARD POLICY

WHEREAS the Insured named in the Policy Schedule by a written application or proposal and declaration (which documents together with the correspondence relating thereto shall be the basis of this contract and be deemed to be incorporated herein) has applied to Jubilee Allianz General Insurance Limited (hereinafter called "the Company") for this insurance and has paid or agreed to pay the Premium as consideration for such insurance.

THE COMPANY AGREES that subject to the terms, conditions and exclusions contained herein or endorsed hereon if during the Period of Insurance mentioned in the Policy Schedule or during any subsequent period for which the Company shall accept a renewal premium the Insured Event covered under this Policy shall happen to the Insured Person(s) and the Insured Person(s) shall thereby suffer any of the Results described in the Table of Compensation the Company will pay to the Insured or in the event of his Accidental Death to the Beneficiaries named in the Policy Schedule the Benefits up to the limits specified in the Policy Schedule.

DEFINITIONS

Accidental Medical Expenses
Operation fees, costs of medicine or surgical appliances, dental, ophthalmic or home nursing charges and travelling expenses reasonably and necessarily incurred by or on behalf of the Insured Person(s) relative thereto.

Accidental Permanent Total Disablement
Total and absolute disablement (other than losses more specifically covered under items 3 to 15 of the Table of Compensation) by virtue of the Insured Person(s) being paralyzed or permanently confined to a wheelchair.

Accidental Temporary Total Disablement
Disablement wholly preventing the Insured Person(s) from engaging in or giving attention to usual occupation.

Cost of Artificial Appliances
The cost of appliances given or prescribed by a qualified and registered member of the medical profession. The Company has the right of obtaining a second opinion on the need, and if required, the cost of the Artificial Appliances from a doctor of its choice.

Deferment Period
The initial period of 2 days temporary disablement during which Benefit under Accidental Temporary Total Disablement is not payable.

Dependant
The child or children of the Insured aged from 3 to 18 years (or under 25 years of age if a full-time student) unmarried and primarily dependent on the Insured for support and who are named in the Policy Schedule.

Grace Period
The period in which the Policy shall remain in force pending receipt of premium. This will be limited to 31 days from the date when the premium falls due.

Insured
The Person who has taken out this Policy on his own behalf and that of any other Insured Person(s) named in the Policy Schedule.

Insured Event
Bodily injury caused solely by violent, accidental, external and visible means which injury shall independently of any other cause be the direct and sole cause of any of the Results suffered by the Insured Person(s) as described in the Table of Compensation.

Insured Person(s)
Person(s) covered under this Policy.

'Loss'
Used in reference to hand, foot, thumb, finger or toe physical severance or the total and permanent loss of use of the said part.

EXCEPTIONS

This Policy does not cover any loss or expense caused by or resulting from:

1. The Insured Person(s) intentional self-injury, disease, suicide or any attempt thereat, insanity (temporary or otherwise) or dueling or fighting (except in bona fide self-defense).

2. Any loss sustained or contracted in consequence of the Insured Person(s) being intoxicated or under the influence of any narcotic or drug (unless administered on the advice of a physician), or the Insured Person(s) own criminal act or provoked assault.

3. The Insured Person(s) being in or on or entering into or alighting or descending from or falling from aircraft of any kind other than aircraft operated by an Air Transport Organization, providing regular air services in which the Insured Person(s) is traveling as a ticket holding passenger. The expression "aircraft" shall include any vessel or craft designed to travel through the air.

4. Any period the Insured Person(s) is serving in the armed forces of any country or international authority, whether in peace or war, and in such an event the Company, upon written notification by the Insured, shall return the pro rata premium for any such period of service.

5. Any loss of which a contributing cause was the Insured Person(s) attempted commission of, willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Insured Person(s).

6. Congenital anomalies and conditions arising out of or resulting therefrom, hernia or dental treatment except to sound natural teeth as occasioned by the Insured Event.

7. Bacterial infections except pyogenic infections which are caused by an accidental wound.

8. Driving or riding as a passenger in or on:
    a. Any vehicle engaged in any race, speed test or endurance test, or
    b. Any vehicle being used for acrobatic or stunt driving, or
    c. For smashing, such as in "demolition derby", or
    d. For any other purposes except transportation.

9. Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:
    a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, labour disturbance, lock-out, riot or strike.
    b. Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalization, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
    c. Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or

any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

d. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (a), (b), and (c) above.
e. Any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf or in connection with any organization or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

CONDITIONS

1. This Policy and the Policy Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Policy Schedule shall bear that specific meaning wherever it may appear.

2. This Policy is not assignable. Compensation shall be payable only to the Insured or in case of Accidental Death of the Insured Person(s) to the Beneficiaries named in the Policy Schedule whose receipt shall effectually discharge the Company.

3. This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by or on behalf of the Insured in any particular material to this insurance.

4. The Insured shall give notice to the Company within a reasonable time of any material change in the Business or an Insured Person(s) occupation and shall pay an additional premium that may be required by the Company in consequence hereof.

5. The Insured Person(s) shall take all reasonable precautions to prevent accidents and to comply with all statutory regulations.

6. Notice must be given to the Company in writing within 30 days of any occurrence which may give rise to a claim under this Policy but notice of Accidental Death must be given forthwith and the Company shall have the right to have a post mortem examination on the body.

All certificates, information and evidence required by the Company shall be furnished in the form prescribed and without expense to the Company. The Insured Person(s) shall submit to medical examination on behalf of and at the expense of the Company as often as shall be required in connection with any claim.

Qualified medical advice shall be sought and followed promptly on the occurrence of any bodily injury and the Company shall not be liable for that part of any claim which in the opinion of its medical adviser arises from the unreasonable or willful neglect or failure of an Insured Person(s) to seek and remain under the care of a qualified medical practitioner.

In the event of the Company disclaiming liability in respect of any claim and an action or suit or arbitration not being commenced within twelve months after such disclaimer, all benefits under this Policy in respect of such claim shall be forfeited.

7. The Company shall at any time, by giving seven days' notice to the Insured by Registered Letter at the Insured's address or place of abode as last known to the Company, cancel this Policy, provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired Period of Insurance.

When this Policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium and reinstatement of the Policy by the Company and at the Company's option shall only cover loss resulting from injury sustained commencing after the date of such reinstatement.

8. If any difference shall arise as to the amount to be paid under this Policy after liability has been admitted, such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by this condition referred to arbitration the making of an award shall be a condition precedent to any right of action against the Company.

9. The due observance and fulfillment of the terms and conditions contained herein or endorsed hereon in so far as they relate to anything to be done or complied with by the Insured Person(s), and the truth of the statements and answers in any proposal form or application for this insurance or correspondence with the Company relating thereto shall be conditions precedent to any liability of the Company to make any payment under this Policy.

10. A Grace Period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium, during which time the Policy shall be continued in force, unless the Policy has been cancelled in accordance with Condition 7 above. However, if loss occurs within the Grace Period, any premium then due and unpaid will be deducted in settlement.

11. If the age of the Insured Person(s) has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured Person(s) has been misstated, and if according to the correct age of the Insured Person(s), the coverage provided by the Policy would not become effective, or would have ceased prior to

the acceptance of such premium or premiums, then the liability of the Company during the period the Insured Person(s) is not eligible for coverage shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

TABLE OF COMPENSATION

The following percentages of the limits of cover under the respective Bands in the Policy Schedule shall be payable to the Insured in the event of accidental bodily injury happening and the Insured Person(s) suffering the following results:

ITEM	RESULTS	% COMPENSATION
1.	Accidental Death	100%
2.	Accidental Permanent Total Disablement	150%
3.	Loss of either one or both hands and/or one or both feet	100%
4.	Complete and irrecoverable loss of sight in one or both eyes	100%
5.	Complete and irrecoverable loss of speech	100%
6.	Complete and incurable paralysis	100%
7.	Complete and incurable insanity	100%
8.	Complete and irrecoverable loss of hearing in	
a.	Both ears	75%
b.	One ear	10%
9.	Loss of four fingers and thumb of either hand	70%
10.	Loss of four fingers of either hand	40%
11.	Loss of one thumb of either hand	
a.	Both joints	30%
b.	One joint	15%
12.	Loss of a finger of either hand	
a)	Three joints	10%
b)	Two joints	7.5%
c)	One joint	5%
13.	Loss of toes of either foot	
a.	All toes on one foot	15%
b.	Big toe – both joints	5%
c.	Big toe – one joint	3%
d.	Any other toe	1%
14.	Fracture of leg or patella with established non-union	10%
15.	Shortening of leg by at least 5 cm	7.5%
16.	Permanent disability not otherwise provided for under items 3 – 15 inclusive, up to a maximum of	75%
17.	Accidental Temporary Total Disablement	The amount specified in the Policy Schedule
18.	Medical Expenses	The amount specified in the Policy Schedule
19.	Hospital Cash	The amount specified in the Policy Schedule
20.	Artificial Appliances	The amount specified in the Policy Schedule
21.	Funeral Expenses	The amount specified in the Policy Schedule
22.	Repatriation Expenses (International)	The amount specified in the Policy Schedule

PROVISIONS

a. Benefit shall not be payable to the Insured in respect of the following:
   i. Under more than one of Items 1 to 7;
   ii. Under Item 2 except on proof satisfactory to the Company that the disablement in all probability will continue for the remainder of an Insured Person(s) life;
   iii. Under Item 17 for more than 104 weeks in respect of any one accident;
   iv. More than the percentage of compensation in the Policy under Item 2 of the Table of Compensation when more than one injury occurs arising out of the same accident;
   v. Under items 1 and 17 in respect of children. The cover in respect of children is restricted from ages 3 to 25 (both ages inclusive) as per the definition of Dependant.

b. Benefit payable under Item 16 of the Table of Compensation shall be at the complete discretion of the Company, taking into consideration the nature of the injury in conjunction with the stated compensation percentages for more specific accidents shown in the said Table.

c. Upon payment of a claim under Items 1 to 7 this Policy shall be terminated in respect of the Insured Person(s) for whom such payment is made.

d. No sum payable under this Policy shall carry any interest.

e. All cover in respect of an Insured Person(s) shall cease on the renewal date following such Insured Person(s) 70th birthday in respect of adults and 25th birthday in respect of children.

f. Funeral Expenses shall became payable to the Insured Person(s) Beneficiaries named in the Policy Schedule upon full proof of any documentary evidence (i.e. death certificate) of the Accidental Death of the Insured Person(s).

g. In the event of the Insured Person(s) being hospitalized for a period in excess of the Deferment Period, the Company will pay the Hospital Cash Benefit up to the amount stated in the Policy Schedule.

In the event of the Insured Person(s) being involved in any accident whilst outside the country, the cover provided under this Policy extends to cover expenses necessarily incurred in transporting the Insured Person(s) back to his/her normal country of residence from the Insured Person(s) temporary country of residence. The maximum amount payable is shown against Item 22 of the Table of Compensation.

CLAUSES

(These clauses apply only if they are listed in the Policy

Schedule)

1. **DISAPPEARANCE CLAUSE**
   It is hereby declared and agreed that if the Insured Person(s) disappears during the Period of Insurance and the body is not found within 12 months after the disappearance and sufficient evidence is produced to the Company which leads the Company to the inevitable conclusion that the Insured Person(s) has sustained bodily injury and that such bodily injury has resulted in Accidental Death, then the Company shall forthwith pay the Accidental Death Benefit under the insurance provided that the party to whom the Accidental Death Benefit is paid shall sign an undertaking to refund such sum on demand should the Insured Person(s) subsequently be found to be living.

2. **EXPOSURE CLAUSE**
   This Policy extends to cover the Insured Event in accordance with the Table of Compensation resulting from exposure as a direct or indirect result of misfortune to any aircraft provided the Insured Person(s) is not travelling as a pilot or member of the crew or for the purpose of undertaking any trade or technical operation therein or thereon or other conveyance in which travel is permitted.

3. **PAYMENT ON ACCOUNT**
   Payment on account will be made to the Insured monthly during the Period of Insurance if desired but in no case shall such payment exceed the insured total liability for the Results described in the Table of Compensation and any such payment will be subject to the Company being satisfied with the medical evidence in respect of the claim for any Insured Event covered by this Policy.

4. **BENEFICIARY CLAUSE**
   It is hereby understood and agreed that at the request of the Insured the sums in respect of Item 1 (Accidental Death) shall be payable to the Beneficiary named in the Policy Schedule, whose receipt shall be a sufficient discharge to the Company.

5. **RIOT & STRIKE & CIVIL COMMOTION**
   This Policy covers Accidental Death or Accidental Permanent Disablement in consequent of STRIKE, RIOT AND CIVIL COMMOTION, which for the purpose of this Policy shall mean:

   i. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock out or not) not being an excluded peril contained in the exceptions to this Policy.

   ii. The wilful or malicious act of any striker or locked out worker or person taking part in labour disturbances done in furtherance of a strike or in resistance to a lock out.

   iii. The action of any lawfully constituted authority in suppressing or preventing or attempting to suppress or prevent any disturbance or action of minimising the consequence of any disturbance or action as referred to in (i) and (ii).

Special Exclusion

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any act, including but not limited to labour disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of plundering, looting, war pillage in connection with civil commotion or any of the activities referred to above.

For the purpose of this exclusion, any loss or damage occasioned directly by a labour disturbance, lock-out, riot or strike in order to bring about any social or economic change which is not politically motivated shall not be excluded.