

GROUP PERSONAL ACCIDENT POLICY

WHEREAS the Insured by a Proposal which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the insurance hereinafter expressed.

NOW THEREFORE in consideration of the payment of the Premium and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as "the Terms of this Policy") the Company will pay to the Insured or his legal personal representatives (hereinafter called "his Representatives") the sum or sums referred to below if during the Period of Insurance the Insured, being a person between the ages of 15 and 70 years shall sustain bodily injury caused by violent accidental external and visible means to any principal, partner, director or employee of the insured(hereinafter in this section referred to as such person) resulting directly and independently of any other cause within twenty four (24) calendar months in death disablement or expenses as hereinafter described.

Definitions

PERMANENT DISABILITY shall mean

Injury	Per-centage	Injury	Per-centage
(a) Loss by physical separation at or above the wrist or ankle of one or more limbs	100		
(b) Permanent and Total Loss of Whole eye	100	(i) Loss of middle finger three phalanges	6
Sight of eye	75	Two phalanges	4
Sight of eye except perception of light		One phalanx	2
(c) Permanent and total loss of hearing	100	(j) Loss of ring finger Three phalanges	5
Both ears	25	Two phalanges	4
One ear		One phalanx	2
(d) Permanent and total loss of speech	100	(k) Loss of little finger- Three phalanges	4
(e) Injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100	Two phalanges	3
(f) Loss of four fingers	70	One phalanx	2
(g) Loss of thumb- Both phalanges	25	(l) Loss of metacarpals- First or second (additional)	
One phalanx	10	Third, fourth or fifth (additional)	3
(h) Loss of index finger three phalanges	10	(m) Loss of toes All on one foot Great, both phalanges	30
Two phalanges	8	Great, one phalan	5
one phalanx	4	Other than great, if more than one toe lost, each	2

Memoranda

- (a) Where the injury is not specified, the company will pay such sum as, in their opinion, is consistent with the above
- (b) Permanent total loss of use of part of the body shall be treated as loss of such part.
- (c) 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person

Temporary Total Disability shall mean total and absolute incapacity from following usual business or occupation.

Medical Expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

Business Limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

Provisos

It is declared and agreed that

- The company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (which ever is the higher) plus any compensation payable for temporary total disability and medical expense;
- The compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain:
- Unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years;
- After suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this condition is complied with to its satisfaction;

Extensions

1) Exposure

Bodily injury shall be deemed to include injury caused by starvation, thirst and /or exposure to the elements, directly or indirectly resulting from mishap.

2) Disappearance

In the event of the disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this section applies and that such injury has resulted in the death of such person, the company will, for purposes of the insurance afforded by this section., presume his death provided that if, after the company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured the company.

3) Burns Disfigurement (If stated in the scheduled to be covered)

Subject to the exclusion shown below, the following item is added to the "Permanent disability definition"

Permanent disfigurement resulting from accidental external burns to the combined surface area of the	Percentage of Compensation
I Face and neck 100% surface area disfigurement	50
Less than 100% surface area disfigurement	The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement
ii Remaining part of the body other than the face and neck 100% surface area disfigurement	25
Less than 100% surface area disfigurement	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged

4) Life support system

Notwithstanding anything contained in the defined events, the 24 month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

EXCEPTIONS

The Company shall not be liable to make any payment for death, disability or medical expenses for such person.

(1) Sustained while the Insured is under the influence of intoxicants or drugs unless administered by or prescribed by and taken in accordance with the instructions of a member of a medical profession (other than himself) or suffering from venereal disease or insanity.

(2) Consequent upon

(a) such person's wilful exposure to peril (except in attempt to save human life) or criminal act.

(b) * mountaineering necessitating the use of ropes or guides pot-holing parachuting skin-diving winter sports racing of any kind other than on foot hunting other than on foot steeplechasing professional football polo or other hazardous pursuits

* the use of a motor cycle motor scooter moped or mechanically assisted pedal cycle (whether as a driver or passenger) other than on the business of the insured.

(c) medical or surgical treatment except where such treatment is rendered necessary by bodily injury within the scope of this policy.

(d) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;

(e) In the case of a female (**pregnancy or childbirth**) directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequel thereof:

(f) War invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power, riot or civil commotion.

(3) Caused solely by any physical defect or infirmity, which existed prior to the accident.

(4) By his suicide or intentional self injury;

CONDITIONS

1. The due observance and fulfilment of the Terms of this Policy in so far as they relate to anything to be done or complied with by the Insured or his Representatives and the truth of the statements and answers in the Proposal shall be conditions precedent to any liability of the Company to make any payment under this policy.
2. This policy and the 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 Schedule shall bear such meaning wherever it may appear.
3. The Insured shall before any renewal of this Policy give notice to the Company of any sickness or physical defect or infirmity of which he has become aware during the preceding Period of Insurance and of any change of name or address.
4. Notice in writing must be given to the Company of any bodily injury which may give rise to a claim under this Policy together with full particulars of both the occurrences and the injury immediately in the case of death or within twenty-one days of the occurrence if the injury be non-fatal.

All reports certification and information required by the Company shall be furnished without expense of the Company.

The Insured shall from time to time submit himself to medical examination at the expense of the Company as may be required in connection with any claim.

In the case of death where any reasonable doubt exists as to the cause thereof a qualified medical practitioner appointed by the Company shall be allowed to make a post-mortem examination of the body of the Insured.

5. The Company shall not be affected by any notice of any trust charge lien assignment or other dealing with this Policy and the receipt of the Insured or of his Representatives for any payment hereunder shall in all cases be an effectual discharge to the Company.
6. This policy shall cease to be in force if there be any alteration in the Business or Occupation of the Insured unless the company by endorsement declares the insurance to be continued.
7. The Company may cancel this Policy by sending seven days' notice by registered letter to

the Insured at his last known address and in such event the Insured shall become entitled to the return of a proportionate part of the Premium corresponding to the unexpired portion of the Period of Insurance.

8. All differences arising out of this Policy shall in accordance with and subject to the provisions of the Arbitration Act, 1961 or any statutory modification or re-enactment therefore be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each party and in case of disagreement between the Arbitrators to the decision of an umpire who shall have been appointed in writing by the Arbitrators before entering on the reference. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. The making of an Award shall be a condition precedent to any liability of the Company or any writing of action against the Company.

If any such difference shall relate to the degree of permanent disablement for the purpose of this Policy the arbitrator or arbitrators and umpire shall be qualified medical practitioners.