

PERSONAL ACCIDENT INSURANCE POLICY

Whereas the Insured described in the Schedule has made to the SUN INSURANCE COMPANY LIMITED (hereinafter called 'the Company') a Proposal and Declaration which shall be the basis of this Contract and which is deemed to be incorporated herein and has paid or agreed to pay the Premium stated in the Schedule hereto as considered for such insurance hereinafter contained.

NOW THIS POLICY WITNESSETH that if any time during the period of insurance stated in the Schedule hereto or during any further Period for which the Company may accept payment for the renewal of this Policy, the Insured Person shall suffer bodily injury caused by violent accidental external and visible means which injury shall solely and independently of any cause result in the Insured person's death or disablement or necessitate medical and surgical treatment as hereinafter defined, the Company will subject to the terms, provisos, exclusions and conditions of and endorsed on this Policy pay to the Insured or to his legal personal representatives the sums set forth in the Schedule.

Provided Always That :

1. No sum stated in the Schedule shall be payable
 - a. Under Benefit 1 or 2-7 unless the death or disablement as therein defined takes place within 365 days after the date of the bodily injury.
2. The maximum sum payable under one or more than one of the Benefits 1 or 2-7 in respect of one period of insurance shall not exceed the amount shown against Benefit 1.
3. Benefits shall not be payable under 2-7 where Benefit is payable under Permanent loss or where the Insured is entitled to 100% of Benefits under partial loss.
4. Upon payment of 100% of the Capital Sum, all insurance hereunder shall cease to be in force and the Company will be discharged from any further claims under this Policy.

All other losses less than 100% of the Capital Sum if having been paid shall reduce the coverage under Benefits 1 or 2-7 by that amount from the date of accident until expiration of the Policy.

5. Medical expenses can only be reimbursed if treatment is obtained from a legally qualified and registered medical practitioner. A medical practitioner, physician or surgeon shall mean a person qualified by degree and duly licensed or registered to practise Western medicine in the geographical area in which service was provided.

EXCLUSIONS

This Policy does not cover Death or Disablement or any other loss caused by or resulting from any one or more of the following :

- a. Insanity; intentionally self-inflicted injuries, suicide (whether felonious or not) or any attempt thereat, while sane or insane; provoked assault.
- b. Any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound; venereal disease or any disease; hernia however caused.

- c. Pregnancy, childbirth, miscarriage notwithstanding that such loss may have been accelerated or induced by accident.
- d.
 - i. Accident occurring while the Insured is in the service of or duty with the Police or Armed Forces of any country.
 - ii. While operating or riding a motorcycle (whether as rider or passenger) professional boxing or wrestling, racing of any kind other than on foot, polo, snow or ice sports (eg. ice skating and ski-ing) water ski-ing, mountaineering, parachuting hang-gliding, underwater activities involving use of underwater breathing apparatus, hunting, martial arts, football, while using wood working machinery driven by mechanical power or involving in timber or logging operations.
 - iii. While the Insured by mental unsoundness or by intoxicating liquor, narcotics or drugs is rendered less capable than usual of taking care of himself.
 - iv. While committing or attempting to commit any unlawful act.
- e. Declared or undeclared war or any act thereof, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion.
- f. While travelling in an aircraft as a member of the crew, except only as a fare paying passenger in an aircraft licensed for passenger service and operated by a regularly established airline. for the purpose of this exclusion the Insured would not be covered if he is involved in any technical operation or navigation whilst in the aircraft.
- g. Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this exclusion, combustion shall include self-sustaining process of nuclear fission; nuclear weapons material.
- h. Unless herein specifically allowed by endorsement this policy does not cover any person under the age of 16 years or over the age of 65 years.

CONDITIONS

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 specific meaning wherever it may appear.

No alteration in the terms of this Policy or any endorsement hereon will be valid unless the same is approved and the signature or initial of the authorised representative is endorsed hereon.

1. Payment Of Premium

The Company shall not be liable for any accident or injury occurring before the actual receipt of the premium for the period of insurance by the Company or its duly authorised representatives.

2. Notice Or Communication With The Company

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Head Office or any Branch Office of this Company.

3. Notice to Company of Change In Risk

The Insured shall give immediate notice to the Company of any other insurance effected against accident and/or incapacity or of any change in his business occupation habits ;pursuits or residence or of any disease injury or physical defect or infirmity with which he has become affected or of which he has become cognisant. No Claim under this Policy shall be payable unless this condition has been complied with.

4. Notification Of Claims

In the case of bodily injury to which this Policy relates :

- a. the Insured shall procure and act upon medical or surgical advice without delay
- b. written notice must be given to the Company within fourteen (14) days of the date of accident causing such injury with full particulars of the accident and injuries sustained.

5. Proofs Of Loss

All certificates information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Company at their own expense in respect of any alleged bodily injury. In case of death reasonable notice shall be given to the Company, before interment or cremation and the Company may require or be represented at a post mortem examination on the body of the Insured. The Company shall have the right and opportunity to make an autopsy at their own expense where it is not forbidden by law. Immediate notice of time and place shall be given to the Company of any inquest appointed. Time is the essence of this condition.

6. Notice For Renewal

It shall not be incumbent on the Company to give notice that any premium for renewal is due and such premium shall be due on the date on which the Policy expires unless the Company or the Insured shall have given notice that the insurance would not be renewed. The Company shall not be bound to accept any renewal and the Policy shall not be renewable after the year of insurance in which the Insured attains the age of sixty-five years.

7. Absolute Owner Of Policy

The Company shall treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the Policy.

8. Cancellation

The Company may cancel this Policy by giving seven days notice in writing by registered letter to the Insured's last known address returning on demand a proportion of the premium corresponding to the unexpired Period of Insurance. By like notice to the Company, the Insured may cancel this Policy, in which case the Company will retain the customary short period premium for the time the Policy has been in force provided that no claim has been made in the then current Period of Insurance.

9. Receipt & Discharge

Any receipt and/or discharge which the Insured or his legal personal representatives may grant to the Company for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability of the Company.

10. Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Insurers. The costs of and connected with the arbitration shall be in the discretion of the Arbitrators or Umpire. If the Insurers shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve calendar months from the date of such disclaimer have been referred to

arbitration under the provision herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Fulfilment Of Policy Terms & Misstatement In Proposal

The due observance and fulfilment of the terms, conditions and endorsements of this Policy by the Insured or by any claimant under this Policy in so far as they relate to anything to be done or complied with by the Insured or by any claimant under this Policy and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

12. Limitation

In no case shall the Company be liable for any claims after the expiration of twelve months from the occurrence of the bodily injury giving rise to it unless the claim has been admitted or is the subject of pending arbitration or legal action.

ENDORSEMENTS, VARIATIONS & EXTENSIONS

1. Motorcycling

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that this Policy is extended to cover the Insured whilst motorcycling for private or business purposes (whether as driver or passenger) provided always that the Company shall not be liable for any claim arising out of racing, pace making or participation by the Insured in any speed contests, reliability or other races.

2. Strike, Riot & Civil Commotion

Notwithstanding anything contained herein to the contrary, it is hereby declared and agreed that his Policy extends to cover Death or Disablement as within defined directly or indirectly caused by Strike, Riot & Civil Commotion, provided always that this extension shall not apply whilst the Insured is taking part in any such disturbance.

3. Specified Sporting Activities

Notwithstanding anything contained in Exception D(ii) to the contrary, the insurance provided by this Policy applies to accidental bodily injury as herein defined sustained by the Insured whilst.....

NB : Please read this Policy carefully and should it be found incorrect, return to the Company for alteration

SCHEDULE OF BENEFITS ATTACHING TO AND FORMING PART OF THE POLICY

<u>Events</u>	<u>Results</u>	<u>Benefits</u>
	1. Death	Amount F\$ Ratio of Benefit to Full Benefit as for Death
	2. The total and permanent loss of all sight of both eyes	100 %
	3. The total and permanent loss of the use of both hands	100. %
	4. The total and permanent loss of the use of both feet	100 %
	5. The total and permanent loss of the use of one and one foot	100 %
	6. Total and incurable disablement for all further work	100 %
	7. Total and incurable paralysis of all the limbs	100 %
	8. The total and permanent loss of the use of one arm or of the greater part of one arm	80 %

Bodily injury caused solely and directly by violent, accidental, external and visible means which injury shall independently of any other cause be the sole and direct cause of any of the Results 1 - 26	9.	The total and permanent loss of the use of one leg		75 %
	10.	The total and permanent loss of all sight of one eye together with the serious diminution of the sight of the other eye		75 %
	11.	The total and permanent loss of the use of one hand or of five fingers of one hand or the lower part of one arm		70 %
	12.	The total and permanent loss of the use of one foot or the lower part of one leg	Occurring within twelve calendar months of the happening of the Event	60 %
	13.	The total and permanent loss of hearing		50 %
	14.	The total and permanent loss of all sight of one eye		50 %
	15.	The total and permanent loss of one eye		30 %
	16.	The total and permanent loss of the use of one thumb		30 %
	17.	The total and permanent loss		20 %

	of the use of one forefinger	
18.	The total and permanent loss of the use of one joint of a thumb	15 %
19.	The total and permanent loss of the use of two joints of one forefinger	12.5 %
20.	The total and permanent loss of the use of one little finger	12 %
21.	The total and permanent loss of the use of one big toe	10 %
22.	The total and permanent deafness of one ear	10 %
23.	The total and permanent loss of the use of two joints of one little finger	8.5 %
24.	The total and permanent loss of the use of one middle finger or of one ring finger	8 %
25.	The total and permanent loss of the use of two joints of one middle or one ring finger	6.5 %

}	26.	The total and	}	5 %
}		permanent loss	}	
}		of the use of one	}	
}		one toe other	}	
}		than a big toe or	}	
}		of one joint of	}	
}		a finger	}	