

GROUP PERSONAL ACCIDENT

A **Tokio Marine & Nichido Fire Insurance** Company Policy

Introduction

Thank you for placing your business with **Tokio Marine & Nichido Fire Insurance** (the Company).

This policy is a legal contract and it is important that this document is checked to make sure that all the details stated in the Schedule (which are attached to and form an integral part of the Policy Wording) are correct and reflect the cover requested.

You (the Policyholder) must notify us or your Insurance Advisor as soon as is reasonably practicable:

- 1 if there is a discrepancy or omission in the insurance provided or if your insurance requirements change
- 2 of any fact(s) or change(s) that we would take into account in our assessment or acceptance of this insurance as failure to disclose all relevant facts or changes may invalidate the Policy or result in the Policy not operating fully.

The Policyholder should comply with all procedures stated in the Policy as failure to do so may be a bar to any claim.

Policy Contract

In consideration of the Policyholder having paid or agreed to pay the premium stated in the schedule the Company agrees to indemnify the Policyholder or otherwise to pay the benefits and compensations stated to the extent and in the manner specified in this policy provided that:

- 1 the Policyholder shall be subject to all the terms, conditions, limitations and/or exclusions contained in this Policy or by additional endorsements
- 2 the Company's liability shall not exceed the Sums Insured or the Limits of Liability expressed herein
- 3 the Schedule, General Claims Conditions, General Conditions, General Definitions, General Exclusions, General Protection Maintenance Conditions and Active Covers shall be read together as part of one contract and any word or expression to which a specific meaning has been attached shall have that meaning as indicated in the Policy.

Signed for an on behalf of

Tokio Marine & Nichido Fire Insurance Company

General Claims Conditions

The following General Claims Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

Admission of Liability	No admission of Liability or negotiation or settlement of any claim shall be made without the Company's written consent
Arbitration (If any difference shall arise as to the amount to be paid under any Section of this Policy (Liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions and the making of an award shall be a condition precedent to any right of action against the Company.
Claims – Rights of the Company	<p>The Company shall be entitled whether before or after indemnification of the Policyholder to conduct in the Policyholder's name the defence or settlement of any claim or to take action to seek recovery or secure indemnity from any third party in respect of any claim covered by this policy and shall have full discretion in the conduct of any such proceedings.</p> <p>The Policyholder shall allow the Company to access any Premises where Damage has occurred and to take and keep possession of or to deal with property in any reasonable manner. No property may be abandoned to the Company.</p>
Discharge of liability	The Company may pay to the Policyholder in the event of any one claim or series of claims arising out of one occurrence the specified Limit of liability or Sum Insured after deducting any sums already paid or any lesser amount for which the claim(s) can be settled and then be under no further liability in respect of such claim or series of claims except for the amount of any costs and expenses incurred prior to the date of the payment
Information and assistance	<p>All particulars information and assistance as may be reasonably required by the Company must be supplied by the Policyholder at their own expense.</p> <p>In the event of any claims made under this Policy the Policyholder shall at their own expense furnish to the Company such certificates information and evidence as the Company may reasonably require. The Company shall be allowed at their own expense upon reasonable notice to the Policyholder to have a medical examination or post-mortem examination of the Insured person(s).</p>
Mitigation	Following Damage immediate action must be taken by the Policyholder to minimise such Damage and avoid interruption or interference with the Business.
Notification to the Company	<p>Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.</p> <p>The Policyholder shall in the event of any Damage or bodily injury immediately notify the Company in writing and where the Company receives notification of any Loss this must be reported in writing as soon as reasonably possible to the Company.</p> <p>A detailed statement of any claim must be submitted within 30 days or such further time as the Company may in writing allow</p> <p>The Policyholder must forward to the Company a claim form and/or any other relevant correspondence/documents and/or any writ summons or other court or legal document issued against the Policyholder in consequence of the Loss.</p>

General Conditions

The following General Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

Adjustment	<p>If any part of the premium is shown in the Schedule as being adjustable the Policyholder shall within one month of the expiry of each Period of Insurance or such further periods as the Company may allow furnish such details as the Company may require and the premium for such period shall be adjusted accordingly subject to any minimum premium(s) that may be required.</p> <p>If any part of the premium is calculated on estimates provided by the Policyholder the Policyholder shall keep accurate records containing all particulars relating thereto and shall permit the Company or its representatives to inspect such records at any time.</p>
Applicable law	<p>In the absence of any written agreement to the contrary the law applicable to this contract will be United Arab Emirates law.</p>
Cancellation	<p>The Company may cancel this Policy or any Section thereof by giving 30 days' notice by registered letter to the Policyholder at their last known address in which event the Policyholder at the discretion of the Company may receive a pro rata return of premium for the unexpired Period of Insurance.</p>
Changes in facts	<p>This Policy shall be avoided with respect to any Item or Section if in regard to which after the commencement of this insurance</p> <ol style="list-style-type: none">1 there is any alteration in the Premises or Business or otherwise whereby the risk of Loss or Damage is increased2 there is any change of material facts3 the Policyholder's interest ceases except by will or operation of law <p>unless the Policyholder immediately they become aware shall give written notice to the Company and the Company agrees to continue this Insurance. The Policyholder shall pay an additional premium if required.</p>
Condition precedent to liability	<p>Each and every condition applied to this Policy whether as a General or Section Condition shall apply from the time the Condition attaches and continue to be in force during the whole currency of this Policy. Failure to comply with any such Condition shall be a bar to any claim.</p>
Fraud	<p>All benefit under this Policy shall be forfeited if any claim be in any respect fraudulent or intentionally exaggerated or if any Damage be occasioned by the wilful act or with the connivance of the Policyholder.</p>
Non-disclosure	<p>This Policy shall be voidable in the event of misrepresentation misdescription or non-disclosure of any material fact.</p>
Non-invalidation	<p>The insurance provided by this Policy shall not be prejudiced by any act or omission unknown to or beyond the control of the Policyholder whereby the risk of Damage or bodily injury is increased provided that the Policyholder immediately they become aware shall give notice in writing to the Company and pay an additional premium if required.</p>
Personal representatives	<p>In the event of the Policyholder's death the Company will pay such sums to the Policyholder's personal representatives as would have been payable under this Policy to the Policyholder but for the death provided that they comply with the terms and Conditions of this Policy in so far as they apply.</p>
Premium payment warranty	<p>It is a condition precedent to liability that the Policyholder undertakes to pay in full to the Company the premium amount within 60 days of inception of this Policy</p> <p>If the premium amount has not been paid to the Company within the specified time limits the Company shall have the right to cancel this Policy by notifying the Policyholder in writing.</p> <p>Cancellation shall be subject to</p> <ol style="list-style-type: none">(a) Premium amount paid in full in the event of a claim prior to the date of cancellation(b) a pro rata premium charge for the time that the Company has been on risk. <p>It is agreed that the Company shall give no less than 5 days prior notice of cancellation to the Policyholder.</p>

General Definitions

The following General Definitions shall apply to this Policy and wherever these words appear within the wording starting with a capital letter shall have the same meaning throughout the Policy other than where specifically amended

The following definitions shall mean:

Business	As stated in the schedule and no other for the purpose of this Policy.
Company	Tokio Marine & Nichido Fire Insurance Company and/or other Insurers as stated in the schedule for their indicated proportion.
Damage	accidental physical loss or destruction and/or damage
Deductible(s)	the first amount (stated in the specifications) of each and every valid claim for which the Policyholder is responsible
Period of Insurance	The dates stated in the Schedule and shall start from one minute past midnight (00:01am) and end at midnight (00:00pm)
Policy	The wordings schedule and specifications that form this document
Policyholder	the person (s) or corporate body named in the Schedule
Premises	those premises stated in the Schedule
Schedule/Specification(s)	those parts of the Policy that detail information provided to the Company that forms the basis of this contract showing the coverage and limits selected.
Section(s)	the part(s) of the Policy that detail(s) the insurance cover provided.
Terrorism	an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

General Exclusions

The following General Exclusions shall apply to all Sections of the Policy other than where indicated under relevant headings below or where specifically provided otherwise elsewhere in the Policy.

Deductible	The company shall not be liable for the amounts stated in the relevant Schedule in respect of each and every claim as ascertained after the application of all other terms and conditions of the Section including any condition of Average.
Terrorism	<p>The Policyholder shall effect no insurance in respect of any amount specified as a Deductible herein.</p> <p>1 This Policy does not cover</p> <ul style="list-style-type: none">(a) Damage to property(b) any business interruption loss(c) any liability(d) any bodily injury of whatsoever nature cost or expense resulting from or arising directly or indirectly from Terrorism. <p>2 If the Company alleges that by reason of this exclusion any loss damage cost expense or liability is not covered by this insurance the burden of proving the contrary shall be upon the Policyholder.</p> <p>3 In respect of Property and Business Interruption covers only:</p> <ul style="list-style-type: none">(a) This Policy does not cover Damage to property or any business interruption loss resulting therefrom of whatsoever nature directly or indirectly caused by occurring from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism(b) In the event that any portion of the Terrorism exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.

General Protection and Maintenance Conditions

The following General Protection and Maintenance Conditions shall apply to all Sections of the Policy other than where specifically provided elsewhere in the Policy.

Reasonable precautions

It is a condition precedent to liability that the Policyholder shall take all reasonable precautions to prevent or reduce all losses under this Policy

The Insured shall take all reasonable care

- 1 to prevent accidents and any injury or Damage
- 2 to observe and comply with statutory or local authority laws obligations and requirements
- 3 in the selection and supervision of employees
- 4 to maintain the Premises machinery and equipment and everything used in the Business in efficient and safe working order
- 5 to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.

Additional Definitions

The following Additional Definitions shall apply to the whole of this Section and that wherever these words appear within this Section starting with a capital letter shall bear the same meaning throughout this section.

The following definitions shall mean:

Accumulation limit	the maximum liability of the Company stated in the Schedule in respect of one or more Insured persons for all Compensation payable arising out of any one accident or series of accidents consequent upon one original cause and the individual benefits shall be reduced proportionately until the total does not exceed this limit.
Annual salary	salary at the time of the accident added to the average bonus and overtime payments received during the previous twelve months.
Bodily injury	physical injury including death occasioned by violent external and visible means.
Business journey	any trip in connection with the Business of the Policyholder which start from the time of leaving home or normal place of Business (whichever is left last) and continue until arrival back at home or normal place of Business (whichever is reached first) but not last for longer than six months. A Business journey may include non-business activities for up to ten consecutive days when incidental to a business trip. A Business journey does not include any trip within the United Arab Emirates for an Insured Person who is a United Arab Emirates resident unless the Insured person has pre-booked paid accommodation on a Business journey for at least one night or a flight on a commercial airline.
Compensation	the amount shown in the Schedule in respect of each Insured event.
Excluded activities	big game hunting BMX stunt riding bob sleighing boxing bungee jumping mountain climbing canyoning gliding go karting gymnastics hang gliding heli-skiing high diving (other than from a purpose built diving board over a man made swimming pool) horse riding hot air ballooning jousting kite surfing martial arts micro-lighting motorcycling motor rallies or competitions outdoor endurance outward bound courses racing of any kind paragliding para-sailing parasailing safaris (with guns) potholing or other underground activities racing of any kind (except for racing on foot) sailing offshore scuba/snuba diving (below 30 metres) show jumping skydiving/parachuting sky surfing snowboarding (without a leash) speed or endurance contests of any kind stunt events water ski jumping white water rafting winter sports wrestling.
Insured events	<ol style="list-style-type: none">1 Death2 Total and permanent loss of or loss of use of one or more limb(s)3 Total and irrecoverable loss of sight in one or both eyes or permanent total loss of hearing in one or both ears or permanent loss of speech4 Permanent total disablement occurring within twenty four months of the happening of the accidental Bodily injury5 Temporary total disablement.
Insured person(s)	those persons shown in the Schedule aged between 18 and 70.
Loss of hearing	Permanent and total loss of hearing in one or both ears
Loss of limbs	in the case of a lower limb loss by physical severance of each and every toe through or above the metatarso phalangeal joints or permanent total loss of use of an entire leg or foot
Loss of sight	<ol style="list-style-type: none">1 in the case of an upper limb loss by physical severance of the entire four fingers through or above the metacarpo phalangeal joints or permanent total loss of use of an entire arm or hand. permanent and total loss of sight having occurred <ol style="list-style-type: none">(a) in both eyes if the Insured person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist(b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at 32 feet what the Insured person should see at 60 feet)
Loss of speech	permanent and total loss of the power of speech.
Medical expenses	expenses necessarily incurred by the Insured person for medical hospital surgical manipulative massage therapeutic X-ray or nursing treatment including the cost of medical supplies and ambulance hire following accidental Bodily injury.
Operative time	either 1 or 2 below as stated in the Schedule: <ol style="list-style-type: none">1 at any time2 whilst on a Business journey.
Permanent	lasting not less than one year and then being beyond hope of improvement or disablement lasting less than one year which at the Company's discretion is beyond hope of improvement.
Permanent total disablement	disablement that entirely prevents the Insured person from attending to their usual business or occupation.
Temporary total disablement	disablement that temporarily prevents the Insured person from attending to their usual business or occupation.

Cover

In the event of the Insured person sustaining accidental Bodily injury which occurs within the Operative time during the Period of Insurance and which independently of any other cause results in Insured events 1, 2, 3 or 4 as stated in the Schedule the Company shall pay to the Policyholder the amount stated in the Schedule as Compensation. In addition the Company will pay Medical expenses incurred in connection with the accidental Bodily injury up to:

- (a) a limit of 15% of the total amount of any claim admitted under Insured events 1, 2, 3 and 4 but not exceeding a maximum amount of AED 15,000 in respect of any one Insured person
 - (b) a limit of 15% of the total amount of any claim admitted under Insured event 5
- subject to the terms Additional Exclusion and Conditions of this Section and the General Exclusions limitations and Conditions of the Policy.

Additional Exclusions

This Section does not cover:

1. Bodily injury consequent upon:
 - (a) the Insured person engaging in or taking part in naval military or air force service or operations
 - (b) flying as a member of a professional aircrew
 - (c) the Insured person being under the influence of intoxicating liquor or drugs unless taken under proper medical prescription and directions and not for the treatment of drug addiction
 - (d) suicide attempted suicide or intentional self injury or carrying out any criminal act
 - (e) the Insured person engaging in or practising for any of the Excluded activities
 - (f) the Insured person travelling other than by regular airlines or vessels or approved multi-engine charter flight
 - (g) exposure to danger except in an event to save human life
2. Compensation in respect of Insured event 5 for the initial period of disablement stated in the Schedule
3. sickness (physical or mental) disease or any naturally occurring condition or degenerative process
4. Bodily injury directly or indirectly caused by pregnancy or childbirth.

Additional Conditions

Compensation	Compensation as payable by the Company under Insured event 5 shall not exceed the average weekly wage/salary (including where applicable average bonuses and overtime payments) of the Insured person.
Further liability	Other than as mentioned in paragraph 1 of the Compensation condition no further liability to make any payment shall fall on the Company after a claim under any of Insured events 1 to 4 has been paid.
Information	All necessary information certificates and evidence required by the Company must be supplied at the Policyholder's expense and shall be in such form and of such nature as the Company shall prescribe.
Medical examinations	The Insured person must submit to medical examination at the Company's expense as required. In the event of the Insured person's death the Company will be entitled if it so desires to have a post-mortem examination at its own expense.
Weekly benefits	Weekly benefits shall not be payable for more than fifty two weeks from the date of commencement of disablement in respect of any one accident.

Additional Coverages

Additional Coverages shall be subject otherwise to the terms Additional Exclusions and Conditions of this Section and the General Exclusions limitations and Conditions of the Policy.

Disappearance	If an Insured person has been missing for a period of 180 consecutive days and there is sufficient evidence to support the conclusion that death has been caused by accidental Bodily injury that Insured person will be presumed to have died. In the event that the Insured person is subsequently found to be alive any Compensation already paid shall be repaid to the Company
Exposure	The Definition of Bodily injury is extended to include physical injury including death as a result of unavoidable exposure to the elements following an accident to a conveyance in which the Insured person is travelling.

Endorsements

The following shall be applicable if stated in the Schedule as operative and shall be subject otherwise to the terms Additional Exclusions and Conditions of this Section and the General Exclusions limitations and Conditions of the Policy.

Permanent partial Disablement

The Compensation amount relating to Insured events – 2, 3 & 4 shall be subject to the following Scale of Permanent partial disablement – Continental Scale

For forms of Permanent partial disablement not specified below the degree of disability will be assessed by comparison with the percentage shown in the Scale without taking into account the Insured person's occupation

Scale of Permanent partial disablement

Head

Loss of osseous substance of the skull in all its thickness	
Surface of at least 6 sq. cm	40%
Surface of 3 to 6 sq. cm	20%
Surface of less than 3 sq. cm	10%
Partial removal of the lower jaw rising section in its entirety or half of the maxillary bone	40%
Loss of one eye	40%
Complete deafness in one ear	30%

Upper limbs

See Note 1

(The following benefits are to be reversed if the Insured person is left handed)

	<u>Right</u>	<u>Left</u>
Loss of one arm or one hand	60%	50%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%	40%
Total paralysis of the upper limb (incurable lesion of the nerves)	65%	55%
Total paralysis of the circumflex nerve	20%	15%
Shoulder ankylosis	40%	30%
Elbow ankylosis		
In favourable position (15 degrees round the right angle)	25%	20%
In unfavourable position	40%	35%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	40%	30%
Total paralysis of the median nerve	45%	35%
Total paralysis of the radial nerve at the torsion cradle	40%	35%
Total paralysis of the forearm radial nerve	30%	25%
Total paralysis of the cubital nerve	30%	25%
Total paralysis of the hand radical nerve	20%	15%
Total paralysis of the cubital nerve	30%	25%
Ankylosis of the wrist in favourable position (flexion or strained extension or supine position)	30%	25%
Total loss of thumb	20%	15%
Partial loss of the thumb (ungula phalanx)	10%	5%
Total ankylosis of the thumb	20%	15%
Total amputation of a forefinger	15%	10%
Amputation of two phalanges of the forefinger	10%	8%
Simultaneous amputation of the thumb and the forefinger	15%	25%
Amputation of the thumb and a finger other than the forefinger	25%	20%
Amputation of two fingers other than the thumb and the forefinger	12%	8%
Amputation of three fingers other than the thumb and the forefinger	20%	15%
Amputation of four fingers including the thumb	40%	35%
Amputation of median finger	10%	8%
Amputation of a finger other than the thumb the forefinger and median	7%	3%

Lower limbs

Amputation of thigh (upper half)	60%
Amputation of thigh (lower half) and leg	50%
Total loss of foot (tibio-tarsal disarticulation)	45%
Partial loss of foot (sub-ankle-bone disarticulation)	40%
Partial loss of foot (medio-tarsal disarticulation)	35%
Partial loss of foot (tarso-metatarsal disarticulation)	30%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	30%
Complete paralysis of the internal popliteal sciatic nerve	20%
Complete paralysis of two nerves (internal and external popliteal sciatic nerve)	40%
Anchylosis of the hip	40%
Anchylosis of the knee	20%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	60%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	40%
Loss of osseous substance of the knee-pan while the movements are preserved	20%
Shortening of the lower limb by at least 5 cm	30%
Shortening of the lower limb by 3 to 5 cm	20%
Shortening of the lower limb by 1 to 3 cm	10%
Total amputation of all the toes	25%
Amputation of four toes including the big toe	20%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%
Anchylosis of the fingers (other than the thumb and the forefinger) and of the toes (other than the big toe) shall only entitle the Insured person to 50% of the Compensation which would be due for the loss of the said members.	

NOTE 1. If the Insured Person is left-handed AND PRIOR TO ANY ACCIDENT COVERED HEREUNDER HAS SPECIFICALLY MENTIONED THIS ON A WRITTEN DECLARATION ON FILE WITH UNDERWRITER OR THEIR REPRESENTATIVE, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

Terrorism

Notwithstanding anything contained within the General Exclusions to the contrary it is understood and agreed that the insurance hereby extends to cover accidental Bodily injury caused by Terrorism as stated in the General Definitions provided that the Company's limit of Compensation under this Section and the Limit of liability under the Business Travel Section (if insured) shall not exceed the amount stated in the Schedule for any one occurrence and in the aggregate during any one Period of Insurance in respect of this Section and the Business Travel Section (if insured) combined.