

MOTOR 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	<p>Following Damage immediate action must be taken by the Policyholder to minimise such Damage and avoid interruption or interference with the Business.</p> <p>Following notification of a Loss immediate action must be taken by the Policyholder to minimize further Damage or bodily injury.</p>
Notification to the Company	<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



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(b) a pro rata premium charge for the time that the Company has been on risk.

It is agreed that the Company shall give no less than 5 days prior notice of cancellation to the Policyholder.

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 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	<p>It is a condition precedent to liability that the Policyholder shall take all reasonable precautions to prevent or reduce all losses under this Policy</p> <p>The Insured shall take all reasonable care</p> <ol style="list-style-type: none"> 1 to prevent accidents and any injury or Damage 2 to observe and comply with statutory or local authority laws obligations and requirements 3 to make good or remedy any defect or danger which becomes apparent and take such additional precautions as the circumstances may require.
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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.
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 parascending 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 Death 2 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 speech 4 Permanent total disablement occurring within twenty four months of the happening of the accidental Bodily injury
Loss of hearing	Permanent and total loss of hearing in one or both ears
Loss of limbs	<p>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</p> <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.
Loss of sight	<p>Permanent and total loss of sight having occurred</p> <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.
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

As per Endorsement No. 1 Attached

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.

Date Recognition

The Company shall not be liable under this Policy for any

- 1 claim resulting from Damage directly or indirectly caused by or consisting of or arising
 - 2 liability of whatsoever nature directly or indirectly caused by or contributed to by or arising
 - 3 proceedings that result directly or indirectly
 - 4 additional expenditure arising directly or indirectly
 - from the failure of any computer or data processing equipment or media or microchip or integrated circuit or similar device or any computer software whether the property of the Policyholder or not to
- (a) correctly recognise any date as its true calendar date
 - (b) capture save or retain and/or correctly to manipulate interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date
 - (c) capture save or retain and/or correctly to process the data as a result of the operation of any command which has been programmed into any computer software being a command which causes the loss of data or the inability to capture save or retain and/or correctly to process such data on or after any date

but this shall not exclude (other than in respect of liability and/or proceedings as stated above) claims resulting from subsequent Damage not otherwise excluded which itself results from a Defined peril as stated in relevant Sections.

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.

Electronic data

The Policyholder shall effect no insurance in respect of any amount specified as a Deductible herein This Policy does not cover Damage distortion erasure corruption or alteration of Electronic data from any cause whatsoever (including but not limited to Computer virus) or loss of use reduction in functionality cost expense of whatsoever nature resulting therefrom regardless of any other cause or event contributing concurrently or in any other sequence to the claim

However in the event that a fire and/or explosion results from any of the matters described above this Policy subject to all its terms Conditions and Exclusions will cover Damage occurring during the Period of Insurance to property insured by this Policy.

Pollution

This Policy does not cover Damage caused by

- (a) Pollution to Property Insured other than caused by Pollution which itself results from a Defined peril
- (b) any Defined peril which itself results from Pollution

Radioactivity:

This Policy does not cover Damage to any property whatsoever or any claim or expense resulting or arising from any consequential loss or from any legal liability directly or indirectly caused by or contributed to by or arising from



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- 1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

Sonic Bang(s)

This Policy does not cover Damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Terrorism

- 1 This Policy does not cover
 - (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.
- 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.
- 3 In respect of Property and Business Interruption covers only:
 - (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.

War & kindred risks

This Policy does not cover Damage or bodily injury directly or indirectly occasioned by or in consequence of or arising out of war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power or nationalisation confiscation requisition seizure or destruction by order of the Government or any Public Authority except destruction by the order of any Public Authority at the time of and for the purpose of preventing the spread of fire or explosion.

Endorsement No. 1

Subject to the payment of the premium specified by the Company, the Company will pay compensation on the scale provided below for bodily injury as hereinafter defined sustained by any person including drivers on the pay-roll of the Company (other than externally hired drivers or attendant) whilst mounting into or dismounting from or traveling in the Insured vehicle and caused by violent accident external and visible means which independently of any other cause (excepting medical or surgical treatment consequent upon such injury) shall within three calendar months of the occurrence of such injury result in as per Appendix 1 (Scale of Compensation for Personal Accident Benefits).

However, the company's indemnification in this endorsement shall be limited to the amount stated in the Policy Schedule in aggregate for any one person during the policy period provided such person is not less than 18 or more than 65 years of age at the time of such injury. The company agrees to pay for the following age groups but on a reduced basis as shown below:

1. From 6 to 17 years of age or from 66 to 70 years of age50%
2. From 0 to 5 years of age or 71 years of age or more.....25%

Compensation shall be payable only with the approval of the Insured and directly to the Injured person or to his legal representatives or to the Insured by verifying POA (Power of Attorney) documents, and upon payment of such compensation the Company shall be discharged from any further compensation in respect of injury or death to such person.

If the number of persons (including the driver or the attendant) in the vehicle at the time of occurrence exceeds the number stated as per the seating capacity in the Schedule to this Policy, the Company shall be liable only for a pro – rata proportion of the compensation which would otherwise be payable.

On payment of an additional premium, cover in this endorsement applies to the person driving (Paid Driver) and the passengers and / or the number of passengers as per the Schedule to this Policy whilst traveling in the Insured vehicle.

This endorsement is applicable only if it is specified in the policy schedule.

Exclusions:

Notwithstanding the above, the Company shall not indemnify for the following:

- Any part compensation or payment on account until the total amount shall have been ascertained and agreed.
- Death or injury caused by suicide or attempted suicide.
- Death or injury by anyone driving the Insured Vehicle under the influence of alcohol or drugs.

Subject otherwise to the Terms, Exceptions and Conditions of the Policy.



Scale of Compensation

Sl No.	Description	Scale of Compensation (% of Capital Sum Insured)
1	Death	100%
2	Eyes	
a	Loss of sight of both eyes	100%
b	Loss of sight of one eyes	60%
c	Decrease of the corrected visual power of one to 0.60 or less	5%
d	Contraction of Visual field of one eye	5%
3	Ears	
a	Permanent total loss of hearing power of both ears	80%
b	Permanent total loss of hearing power of one ears	30%
c	Inability of one ear to catch an ordinary voice at a distance of 50 centimeters or more	5%
4	Nose	
a	Remarkable disturbance in function of the nose	20%
5	Mastication or speech	
a	Permanent total loss of function of mastication or speech	100%
b	Remarkable disturbance in function of mastication or speech	35%
c	Disturbance in function of mastication or speech	15%
d	Impairment of five or more teeth	5%
6	Disfigurement of Outward Appearance (Face, Head or Neck)	
a	Remarkable of outward appearance	15%
b	Disfigurement of Outward (e.g. a scar measuring two centimeters in diameter or three centimeters in length on face)	3%
7	Spinal Column	
a	Remarkable deformity or remarkable motor disturbance in spinal column	40%
b	Motor disturbance in spinal column	30%
c	Deformity in spinal column	15%
8	Arms (At or Above Wrist Join) or Legs (At or above Ankle Joint)	
a	Loss of one arm or one leg	60%
b	Permanent total loss of function of more than one of three major joints of one arm or leg	50%
c	Permanent total loss of function of one of three major joints of one arm or leg	35%
d	Disturbance in function of one arm or one leg	5%



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9	Fingers	
a	Loss of thumb of one hand above knuckle	20%
b	Remarkable disturbance in function of thumb of one hand	15%
c	Loss of one finger other than thumb at or above knuckle	8%
d	Remarkable disturbance in function of one finger other than thumb	5%
10	Toes	
a	Loss of big toe of one foot at or above toe joint	10%
b	Remarkable disturbance in function of big toe of one foot	8%
c	Loss of one toe other than big toe at or above second toe joint	5%
d	Remarkable disturbance in function of one toe other than big toe	3%
11	Permanent Total disability to attend Personal needs	
	caused by remarkable physical disturbance	100%