



## Personal Accident Insurance Policy

Whereas the Insured named in the Schedule hereto has by a proposal and/or other particulars, which shall be the basis of this contract and is deemed to be incorporated herein applied to HNB General Insurance Ltd. (hereinafter called the "Company") for the Insurance hereinafter contained and has paid or agreed to pay the premium stated in the Schedule as consideration.

It is agreed that if during the Period of Insurance any Insured Person shall suffer bodily injury caused solely by violent, accidental, external and visible means which shall independently of any other cause result within twelve calendar months in Death, Disablement or Medical Expenses, the Insurer will subject to the terms, provisions, conditions, contained herein or endorsed hereon pay to the Insured the Compensation specified in the Schedule.

### EXCEPTIONS

This policy does not apply to Death, Disablement or Medical Expenses consequent upon:

1. The Insured Person engaged in motor cycling (as rider or passenger) racing of any kind (other than on foot) sports on snow or ice mountaineering with ropes and/or guides, any other sport or pastime involving exceptional risk of accident, or using wood-working machinery driven by mechanical power.
2. The Insured Person engaging in aviation other than as a passenger in a fully licensed passenger carrying aircraft but not as a member of the crew nor for the purpose of engaging in any trade or technical operation therein.
3. Pregnancy, child birth or any existing physical or mental defect or infirmity or complications related there-to.
4. Intentional self-injury or suicide or any attempt thereat or deliberate exposure to exceptional danger except in an effort to save human life.
5. The Insured Person being affected by alcohol, drugs or venereal disease.
6. Bodily injury to the Insured person who at the time of the accident is below the lower age limit or above the upper age limit.
7. Service with any Armed Force.
8. War invasion act of foreign enemy hostilities (where war be declared or not) civil war rebellion, revolution, insurrection or military or usurped power, riot or civil commotion.
9. Any event directly or indirectly caused by or arising from or contributed to by nuclear weapons material, ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any, self-sustaining process of nuclear fission.
10. Any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of any de jure or de facto government or to the influencing of it by terrorism or violence.
11. Claims arising in Naval, Military, Police or Air Force operations are excluded.

## PROVISIONS

1. Benefits shall only be payable provided death or loss occurs or disablement commences within 12 months of the date of injury.
2. The aggregate sum payable in respect of all benefits for any Insured Person shall not exceed Benefit 1 or 100% compensation payable under Benefit 2 caused by the same accident, but in any case not less than one year after the Injury.
3. Compensation for permanent total disablement under Benefit 2 shall be payable at the end of the period for which compensation is payable under Benefit 3 caused by the same accident, but in any case not less than one year after the injury.
4. Compensation payable under Benefit 3 shall be reduced by an amount equal to the payment received or receivable under any Workmen's Compensation enactment.
5. Compensation payable under Benefit 4 shall be reduced by an amount recoverable from any other source.
6. Temporary Disablement shall be deemed to have ceased when the wound or injury which brought about the incapability has healed or been cured as far as is reasonably possible notwithstanding the Permanent Disablement may remain.
7. "Annual Earnings" means the total remuneration paid by the principal to the employee during the twelve months immediately preceding the happening of the event or which would have been paid had the Insured Person been employed by the principal for the whole of such period.

"Average Weekly Earnings" means the average for a week of "Annual Earnings"

BENEFITS	
Item	Compensation
1. Death	The compensation specified in the Schedule.
2. Permanent Disablement	Such percentages as per Table of Permanent Disablement set out on this Policy of the Compensation Specified in the Schedule.
3. Temporary Disablement resulting in total and absolute incapacity from following usual employment for a longer period than one week.	Weekly compensation specified in the Schedule.
4. Medical, surgical and hospital treatment expenses necessarily incurred in connection with the injury.	Reimbursement up to the amount of expenses compensation specified in the Schedule in respect of any one event.

## CONDITIONS

The 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 the Policy or the Schedule shall bear specific meaning wherever it may appear.

- a) The due observance and fulfillment of the terms and conditions of this Policy shall be conditions precedent to any liability of the Company to make any payment under this Policy.

- b) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular. The Insured shall notify the Company as soon as possible of any alteration or increase in the risk(s) insured occurring during the currency of this Insurance.
- c) The Insured shall notify the Company of any change in the Insured Person's occupation and shall pay additional premium if required.
- d) Before renewing this policy the Insured shall give notice to the Company of any disease, physical or mental defects or infirmity with which the Insured Person has been or is affected.
- e) In case of injury to which this policy relates;
  - i. The Insured Person shall procure and act upon proper medical or surgical advice as soon as possible.
  - ii. Written notice shall be given to the Company as soon as possible but in any event within one calendar month of the injury.
- f) All certificates, accounts, receipts, information and evidence required by the Company shall be furnished at the expense of the Insured or any claimant hereunder and shall be in such form and of such nature, as the Company shall prescribe.
- g) Company shall not be bound to notice or be affected by any notice of trust charge lien, assignment or other dealing relating to this Policy.
- h) Compensation shall be payable to the Insured or to the Insured's legal personal representatives whose receipt shall effectually discharge the Company. Nothing in this Policy shall be construed as giving right of claim to any Person other than the Insured.
- i) If the premium for this Insurance or any part thereof has been provisionally calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at all times allow the Company to inspect such records. The Insured shall within one month from the expiry of each period of Insurance furnish to the Company such particulars and information as the Company may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be (subject to any minimum premium).
- j) All differences as to amount 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 to 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 meeting and the making of an award shall be a condition precedent to any right of action against the Company.
- k) In no case whatever shall the Company be liable under this Policy after the expiration of twelve months from the happening of the event unless the claim is the subject of pending Legal action or Arbitration.
- l) Cancellation of the Insurance  

This Insurance may be terminated at any time at the request of the Insured in which case the Company will retain the customary short period rate for the time the Policy has been in-force. This Insurance may also at any time be terminated at the option of the Company, on notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the Premium for the unexpired term from the date of cancellation.
- m) Time limit of Liability- The Company shall not be liable for any loss or damage after the expiration of twelve months from the happening of the loss or damage unless the claim is subject of pending action or arbitration.

## TABLE OF PERMANENT DISABLEMENT

### Schedule of Permanent Disability Benefits

	Result	Compensation as a Percentage of the Sum Insured
T1.	Total and Permanent Disablement from engaging in or attending to employment or occupations of any and every kind	100%
T2.	Total and Permanent loss of all sight in one or both eyes	
T3.	Total loss by physical severance or Total and Permanent loss of use of:	
	a. One or two limbs	
	b. One or two hands	
	c. Arm above the elbow	
	d. Arm at or below the elbow	
	e. Leg above the knee	
	f. Leg at or below the knee	
T4.	Total and Permanent loss of:	60%
	a. Sight in one eye except perception of light	
	b. Lens of one eye	
T5.	Total loss by physical severance or Total and Permanent loss of use of:	
	a. Thumb and four fingers of one hand	50%
	b. Four fingers of one hand	40%
	c. Thumb (both phalanges)	25%
	d. Thumb (one phalanx)	10%
	e. Index finger (three phalanges)	15%
	f. Index finger (two phalanges)	8%
	g. Index finger (one phalanx)	4%
	h. Middle finger (three phalanges)	10%
	i. Middle finger (two phalanges)	4%
	j. Middle finger (one phalanx)	2%
	k. Ring finger (three phalanges)	8%
	l. Ring finger (two phalanges)	4%
	m. Ring finger (one phalanx)	2%
	n. Little finger (three phalanges)	6%
	o. Little finger (two phalanges)	3%
	p. Little finger (one phalanges)	2%
	q. All toes of one foot	17%
	r. Great toe (two phalanges)	5%
	s. Great toe (one phalanx)	2%
	t. Any other toe	3%
T6.	Total and Permanent loss of:	
	a. Hearing in both ears	75%
	b. Hearing in one ear	15%
	c. Speech	60%

Not mentioned above : Compensation assessed in proportion to the degree of disability (without reference to the profession or occupation of the person Insured)