

PERSONAL ACCIDENT INSURANCE

WHEREAS the insured named in the Schedule hereto has by a proposal and declaration which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **Solarelle Insurance Private Limited** (hereinafter called “the Company”) for the insurance hereinafter contained and has paid or agreed to pay the Premium stated in the said Schedule as consideration for such insurance.

NOW THIS POLICY WITNESSETH that if during the Period of Insurance the insured shall sustain bodily injury caused by accidental means which injury shall solely and independently of any other cause result in the Insured’s death or disablement as hereinafter defined or necessitate medical and surgical treatment is hereinafter defined, the Company will subject to the terms, provisions, exclusions and conditions of and endorsed on this Policy pay to the insured or in the event of death to the Insured’s legal personal representative the sum or sums of money specified in the Schedule.

You are recommended to examine your policy to ensure that it has been prepared in accordance with your requirements.

COVERAGE

BODILY INJURY Caused by Accidental means which injury shall solely and independently of any other cause results in:-

Benefit A	Accidental Death and or Permanent Disablement occurring within Twelve (12) months of bodily Injury.	The Scale of compensation is stated in the Table of Benefits for accidental Death and Permanent Disablement
	A funeral and Cremation allowance at 10% of the Capital Sum Insured or MVR 5,000/- whichever is lower to be payable on accidental death of the insured	

Benefit B1	Temporary Total Disablement	} Refer the Policy Schedule
Benefit B2	Temporary Partial Disablement	
Benefit C	Accidental Hospital Income	
Benefit D	Traveling Allowance	
Benefit E	Accidental Medical Expense	

DEFINITIONS

1. ‘Bodily Injury’ shall mean injury suffered by the insured anywhere in the world caused solely and directly by accidental means and shall exclude bodily injury caused by sickness, disease or medical disorder.
2. ‘Temporary Total Disablement’ shall mean disablement which entirely prevents the insured from attending to all the normal duties of his or her usual occupation, Profession or business.
3. “Temporary Partial Disablement” shall mean disablement which prevents the insured from attending to a substantial portion of his or her usual occupation, profession or business.
4. The aggregate maximum period payable in respect of any one injury under items 2 and 3 shall not exceed 52 weeks from the commencement of the disablement.
5. “Accidental Hospital Income “shall mean the weekly amount payable for the period of confinement of the insured in a hospital as a registered in-patient for the treatment of bodily injury. The maximum period payable for this benefit is 52 weeks.

6. “Hospital” shall mean an establishment duly constituted and registered as a hospital for the care and treatment of sick and injured persons, and which;

- a. has organized facilities for diagnosis, treatments and major surgery ;
- b. provides twenty four hours a day nursing service by registered graduate nurses;
- c. is under the supervision of a physician; and
- d. is not primarily a clinic, a place for custodial care, alcoholics or drug addicts, a nursing or rest or convalescent home or home for the aged or similar establishment.

7. “Traveling Allowance” shall mean an amount of MVR 5000/- per week will be payable to the insured’s immediate family members for expenses incurred whilst traveling to and from hospital during the period the insured is hospitalized as a result of an accident. The maximum amount payable is limited to MVR 2,500/- (per accident).

8. “Accidental Medical Expenses” shall mean medical and surgical expenses (after deduction of any sums recovered or recoverable from all other sources) reasonably and necessarily incurred within twelve (12) months of bodily injury and paid by the insured to a legally qualified medical practitioner, dentist or hospital for treatment of bodily injury but excluding the cost of dental treatment unless such treatment is for injury to sound and natural teeth.

SPECIAL PROVISIONS

1. **Disappearance**

It will be presumed that death has occurred if the Insured has been missing for twelve (12) consecutive months and the Company has examined all available evidence provided to support the conclusion that death was caused by an accident covered by this Policy. If at any time after payment has been made by the Company for such claim, the Insured is found to be living; full refund shall be made to the Company.

2. **Exposure**

If as a result of an accident covered by this Policy, the Insured is unavoidably exposed to the natural elements and as a result of such exposure suffers any loss as specified in this Policy, such specific loss will be covered subject to the terms of this Policy.

EXCLUSIONS

The Company shall not be liable for claims directly or indirectly caused by or which results from:

1. The Insured engaging in or taking part in:-

- a. armed forces, naval or air force service or operations;
- b. professional sports, winter sports other than skating;
- c. rock climbing or mountaineering necessitating the use of ropes or guides, potholing, hang gliding, bungee jumping, parachuting or any kind of race other than on foot;
- d. flying or other aerial activity except as a passenger in a fully licensed aircraft operated by a licensed commercial air carrier or recognized Air Charter Company (the word “passenger” does not include any member of the aircrew or a technician working in or upon an aircraft);
- e. criminal act or any illegal activities.

2. The insured being effected by a drug unless the drug is taken under the direction of a legally qualified medical practitioner provided such direction is not for the treatment of drug addiction.
3. Provoked murder or assault, intentional self-injury, suicide or any attempt threat at while sane or insane.
4. Pregnancy, childbirth or pre-existing physical or mental defect or infirmity.
5. Deliberate exposure to exceptional danger (except in an attempt to save human life).
6. HIV (Human Immunodeficiency Syndrome) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) or AIDS Related Complex (ARC) however caused and/or any mutant derivatives, variations or treatment thereof however caused.
7. Direct participation in riot or civil commotion, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
8. An act (whether on behalf of any organization, body or persons or group of persons) calculated or directed towards the overthrow or influencing of the Government de jure or de facto or any provincial or local authority with force or by means of fear, terrorism or violence.
9. Ionizing, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.

**TABLE OF BENEFITS
DEATH AND PERMANENT DISABLEMENT**

- | | | | |
|----|-----------------------|---|--|
| 1. | Accidental Death | - | The Capital Sum as per Policy Schedule attached |
| 2. | Permanent Disablement | - | The following percentages of the Capital Sum as per the Policy Schedule attached |

Description of Disablement	Percentage of Capital Sum
Loss of two limbs	} 100%
Loss of both hands, or of all fingers and both thumbs	
Total Paralysis	
Total Insanity	
Injuries resulting in being permanently bedridden	
Any other injury causing permanent total disablement	
Loss of Arms at Shoulder	
Loss of Arm between Shoulder and Elbow	} 50%
Loss of Arm between Elbow and Wrist	
Loss of hand at Wrist	
Loss of leg - at hip between knee & hip	
- below knee	
Loss of eye - whole eye sight	
Loss of four fingers and thumb of one hand	
Loss of four fingers	40%
Loss of thumb	25%
	One phalanx 10%
Loss of index finger	10%
	three phalanges 8%
	two phalanges 4%
	one phalanx 6%
Loss of middle finger	6%
	three phalanges 4%
	two phalanges 2%
	one phalanx 5%
Loss of ring finger	5%
	three phalanges 4%
	two phalanges 2%
	one phalanx 4%
Loss of little finger	4%
	three phalanges 3%
	two phalanges 2%
	one phalanx 3%
Loss of metacarpals	3%
	first or second (additional) 2%
	Third, fourth or fifth (additional) 2%
Loss of toes	15%
	all

		great, both phalanges	5%
		great, one phalanx	2%
		other than great , if more than one	
		toe lost, each	1%
Loss of hearing	-	both ears	75%
		one ear	15%
Loss of Speech			50%

Where the injury is not specified the Company reserves the right to adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the Table of Benefits.

Permanent total loss of use of member shall be treated as loss of member. Loss of speech shall mean total permanent inability to communicate verbally.

The aggregate of all percentages payable in respect of any one accident shall not exceed 100%.

In the event of a total of 100% having been paid, all insurance hereunder shall immediately cease to be in force. All other losses smaller than 100%, if having been paid shall reduce the coverage under Benefit (A) by that amount from the date of accident until the expiration of the Policy.

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any words or expressions 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.

1. NOTICE

Every notice or communication to the Company shall be in writing and sent to the Company. No alterations in the terms of this Policy, nor any endorsement thereon, will be held valid unless the same is signed or initiated by an authorized representative of the Company.

2. CONDITION PRECEDENT TO LIABILITY

The due observance and the fulfillment of the terms, provisions and conditions of this Policy by the Insured and in so far as they relate to anything to be done or complied with by the insured shall be conditions precedent to any liability of the Company.

3. MISREPRESENTATION/FRAUD

If the proposal or declaration of the Insured is untrue in any respect or if any material fact affecting the risk be incorrectly stated herein or omitted therefrom, or if this insurance, or any renewal thereof shall have been obtained through any misstatement, misrepresentation or suppression, or if any claim made shall be fraudulent or exaggerated, or if any false declaration or statement shall be made in support thereof, than in any of these cases, this Policy shall be void.

4. CHANGE IN RISK

The Insured shall give immediate notice in writing to the Company of any change in his or her occupation, business, duties or pursuits and pay any additional premium that may be required by the Company.

Before each renewal of the Policy, the Insured must notify the Company in writing of any injury, disease, physical defect or infirmity of which the Insured has become aware or been affected.

5. CLAIMS PROCEDURE

In the event of an accident within the meaning of this policy, notice thereof in writing must be given as soon as possible to the Company. When notice is not received within 7 days after the occurrence of the accident a fair and reasonable explanation for the delay must be given, otherwise the claim will not be admitted. The Company shall under no circumstance be under any liability in respect of any accident unless notice thereof be given to the Company within three calendar months of its occurrence or commencement in the event of death immediate notice must be sent to the Company.

All Certificates, information and evidence required by the Company shall be furnished at the expense of the insured or any claimant hereunder and shall be such form and of such nature as the Company shall prescribe.

The Medical Officer or other representative of the company shall be allowed to see and examine the insured person/s at all reasonable times as often, and in such manner as he may require.

The Company shall in the case of the death of the Insured person/s be entitled to have a post mortem examination at its own expense. No compensation shall become payable unless the insured person/s shall have entered under the care of a qualified medical practitioner.

No Assignee of this policy shall be entitled to benefit hereunder except that payable in respect of death.

6. NON-ASSIGNMENT

This policy is non-assignable and the Company shall not recognize or be affected by any trust change lien or assignment relating to this Policy. Any receipt or discharge which the Insured or his/her legal personal representative 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 in respect of any and every injury or contingency (including death) resulting to the insured in consequence of the accident whether resulting before or after the date of such receipt or discharge.

7. CANCELLATION

The Company may by notice in writing to the insured under registered letter to his or her last known address given seven (7) days' notice of their intention to terminate this Policy shall be deemed a proportion of the Premium correspondence to the unexpired Period of Insurance. By like notice to the Company the Insured may, at any time cancel this Policy, in which case the Company will retain the customary short period premium for the time the Policy has been in force.

8. LEGAL PROCEEDINGS

No action at Law or in equity shall be brought to recover on this Policy prior to expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of one year after the time written proof of loss is required to be furnished.

9. 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 disinterested persons as arbitrators, of whom one shall be appointed in writing by each of the parties, within one calendar month after having been required so to do in writing by other party. In case either party shall refuse or fail to appoint an Arbitrator within one calendar month after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the arbitrators or umpire respectively and in the event of the death of an arbitrator or umpire, another shall in each case be appointed in his stead by the party or arbitrators (as the case may be) by whom the arbitrator, arbitrators or umpire making the award, and it is hereby expressly, stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire shall be first obtained. If the Company 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.

10. PREMIUM WARRANTY

It is a fundamental and absolute special condition of this contract of insurance that the premium due must be paid and received by the Company within Thirty (30) days from the inception date of this Policy/Endorsement/Renewal Certificate.

If this condition is not complied with then this contract is automatically cancelled and the Company shall be entitled to the pro-rata premium for the period, they have been on risk. Where the premium payable pursuant to this warranty is received by an authorized agent of the Company, the payment shall be deemed to be received by the Company for the purposes of this warranty and the onus of proving that the premium payable was received by a person, including an insurance agent, who was not authorized to receive such premium shall lie on the Company. Subject otherwise to the terms and conditions of this policy.

IMPORTANT

THE INSURED SHALL READ THIS POLICY CAREFULLY, AND IF ANY ERROR OR MISDESCRIPTION BE FOUND HEREIN, OR IF THE COVER BE NOT IN ACCORDANCE WITH THE WISHES OF THE INSURED, ADVICE SHOULD AT ONCE BE GIVEN TO THE COMPANY AND THE POLICY RETURNED FOR ATTENTION.