

Policy Handbook

Personal Accident (Individual)



what you need to know
May 2010

رؤية جديدة / للتأمين التعاوني
redefining / cooperative insurance



In consideration of the Insured (described in the schedule) having paid or agreed to pay the premium, AXA Cooperative Insurance Company (hereinafter called the "Insurer / Company") will provide insurance in accordance with the terms of this Policy

COVER

If the Insured during the Period of Insurance sustains accidental bodily injury (excluding any sickness disease or medical disorder) which independently of any other cause results in death or disablement or incurs medical expenses in respect of accidental bodily injury

EXTENSIONS OF COVER

Cover shall include

1. Exposure

If following an accident an Insured Person is unavoidably exposed to the natural elements and as a direct result of such exposure suffers an injury as specified in the Schedule of Benefits such injury shall be considered as constituting a claim under this policy

2. Disappearance

If an Insured Person disappears and after a reasonable time has elapsed and the Company has examined all the evidence there is no reason to doubt that an accident has occurred and there are no suspicious circumstances of any sort surrounding the claim then it shall be considered that a claim under Benefit A1 of the Policy has occurred. If after payment the Insured is found to be living then any benefits paid shall be immediately refunded to the Company

3. Suffocation by Smoke Poisonous Fumes Gas and Drowning

Death or disablement sustained by an Insured Person as a result of suffocation by smoke poisonous fumes gas or drowning shall be deemed to be injury sustained by the Insured provided that such injury does not arise out of the Insured's wilful and intentional act

4. Motorcycling

Death or disablement sustained by an Insured Person as a result of motorcycling as a rider or passenger provided that this extension does not cover motorcycling whether as a rider or passenger whilst racing pace-making speed testing or taking part in reliability trials

5. Riot and Strikes

Death or disablement sustained by an Insured Person as a result of riots and strikes whilst an innocent bystander and not as a result of directly participating or engaging in such activities

6. Hijack, Assault

Death or disablement sustained by an Insured Person as a result of hijack or assault provided always that the Company shall not be liable for any claim arising out of or in connection with the Insured Person(s) own participation or provocation of any such act

7. Territorial Limits

This Policy is world-wide in its scope for the purposes of travel but shall be inoperative in respect of residence by the Insured permanently outside the Country/ Countries of domicile stated in the Schedule

EXCLUSIONS

The Policy excludes injury which is the result of or is contributed to by

1. Hazardous Pursuits or occupations

- a) any adventure, dangerous or hazardous sports or activities such as parachuting, mountaineering or rock climbing (with use of ropes or guides), potholing, winter sports (other than curling or skating), bungee jumping, diving with scuba apparatus, water skiing, hunting, showjumping, steeple chasing; the professional practice or participation in any sport; riding or driving in any kind of race or endurance test.
- b) aviation, gliding or any form of aerial flight other than as a passenger in a fully licensed passenger carrying aircraft, provided that the term "passenger", for the purpose of this Policy, shall not include any person who is a member of the crew of the aircraft or who is in such aircraft for the purpose of undertaking any technical operation therein.
- c) any police, para-military, naval, military or air force operation

2. Intoxicating Liquor or Drugs

alcoholism or drugs taken by the Insured other than drugs taken under medical supervision but not for the treatment of drug addiction

3. Self inflicted injury or sickness

suicide or attempted suicide intentional self injury or sickness

4. Pregnancy/Childbirth

pregnancy childbirth miscarriage or abortion

5. Pre-existing conditions

any physical defect infirmity medical condition chronic or recurring sickness which existed at or before the commencement of this policy unless it has been declared to and accepted by the Company

6. Venereal Disease

venereal or any other sexually transmitted diseases

7. HIV/AIDS

HIV (Human Immune-deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused

8. War & Terrorism Exclusion Endorsement

Directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

- a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- b) confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- c) any act of terrorism.

d) For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(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.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a), (b) and/or (c) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

9. Cyber Risk

Directly or indirectly from:

- i. the loss of, alteration of or damage to or
- ii. a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment

that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious and or damaging code, including but not limited to computer virus, worm, logic bomb, or Trojan Horse and which can be identified as the cause of loss do not in and of themselves constitute a claim under this policy.

10. Radioactivity and Nuclear risk

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (for the purpose of this Exception, combustion shall include any self-sustaining process of nuclear fission).
- b) accidental or deliberate spread or use of atomic, biological or chemical material including injury or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any event where Atomic, Biological and Chemical material is involved.

If the Company alleges that by any reason of this exclusion, any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured

CLAIMS CONDITIONS

1. Payment of Benefit

- a) Payments shall not be made under more than one of the Benefits 1 to 5 (Refer to Page 5) in the Schedule pertaining to the same accident or the same period of disablement for the same person except that payment may be made
 - i. under Benefits 3, 4 and 5
 - ii. under Benefits 4 and 5 for any period prior to benefit being paid under Benefits 1 or 2
- After a claim has been paid under one of Benefits 1 to 3 no further liability shall attach to the Company
- b) Payments under Benefit 3 shall be payable only on certification by a medical referee of permanent total disablement as defined and not before the expiry of 104 consecutive weeks disablement
- c) Payments under Benefit 4 and 5 shall be paid
 - i. when the total amount on termination of any one period of disablement has been agreed or
 - ii. at the Insured's request on completion of at least four weeks disablement subject to medical and other information required by the Company
- d) Payments under Benefits 4 and 5 shall be payable up to but not exceeding in all 104 weeks in respect of any period(s) of disablement resulting from any one accident

2. Fraudulent Claims

If any claim under this Policy be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any indemnity under this Policy all rights under this Policy shall be forfeited

3. Notice of Claims

On the happening of an event for which a claim is or may be made under this Policy the Insured shall give written notice to the Company without unnecessary delay but in any event within one calendar month of the injury or the commencement of any disease in respect of which a claim is to be made

4. Evidence

- i. All certificates information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representatives and shall be in such form and of such nature as the Company may prescribe
- ii. The Insured Person shall when required submit to medical examination at the Company's expense in respect of any alleged bodily injury or disease

- iii. The Company shall in the event of the death of the Insured Person be entitled to have a post-mortem examination at its own expense, in the absence of a police report confirming death as a result of an accident.
- iv. The Company shall not be liable unless after accidental injury the Insured Person shall procure and act on professional medical or surgical advice

5. Discharge of liability

Benefit shall be payable to the Insured whose receipt shall be a valid discharge of the liability of AXA Cooperative Insurance Company.

6. Arbitration

If any difference arises out of this Policy the Company shall immediately notify the Insured in writing of his right to refer the difference to arbitration. Such difference 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 meetings and the making of an Award shall be a condition precedent to any right of action against the Company if the Company shall disclaim liability for any claim hereunder and such claim shall not within twenty four calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

GENERAL CONDITIONS

1. Unity of Policy and Interpretation

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

2. Basis of Contract

The Proposal and declaration made by the Insured forms the basis of and is incorporated in this Contract

3. Material Facts and Duty of Utmost Good Faith

The statements and answers in the Proposal and any material information provided to the Company by the Insured are true and complete. In the event of misrepresentation misdescription or non-disclosure of such information this Policy shall be voidable

4. Age Limits

Cover will cease at the end of the period of insurance during which the Insured person's 70th birthday occurs

5. Cancellation

This Policy may be terminated at any time at the request of the Insured in writing in which case the Company will retain the customary short period rate for the time the Policy has been in force. This Policy may also be terminated at any time at the option of the Company, on thirty days notice to that effect being given to the Insured, in which case the Company shall be liable to repay a rateable proportion of the Premium for the unexpired term from the date of the cancellation

Short Period rate:

Policy cancelled on or before	Percentage of annual premium retained by the Company	Percentage of annual premium refunded to the Company insured / Policy holder
15 days	10%	90%
1 month	20%	80%
2 months	30%	70%
3 months	40%	60%
4 months	50%	50%
5 months	60%	40%
6 months	70%	30%
7 months	75%	25%
8 months	80%	20%
9 months	85%	15%

No refund if policy is cancelled after 9 months

Cancellation Conditions by the Company (any one or more)

- a) Non-payment of premium within prescribed time
- b) Misrepresentation of material facts
- c) Breach of General Condition 7 unless mutually agreed in writing by both the Insurer and Insured

6. Reasonable Care and Precautions

The Insured shall take all reasonable precautions to prevent accidents

7. Alterations of Risk

As soon as possible the Insured shall give notice in writing to the Company of any change in profession occupation pursuits or residence of any Insured Person and shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any physical defect infirmity medical condition or chronic or recurring illness by which any Insured Person has become affected or of which the Insured or Insured Person has become aware since the payment of the last premium

8. Alterations to Policy

No alteration in the terms of this Policy will be held valid unless the same is signed or initialled by an authorised Official of the Company

9. Jurisdiction

This policy applies only to judgements delivered or obtained from a Court of Competent Jurisdiction in the Kingdom of Saudi Arabia

10. Observance of Terms

The due observance and fulfillment of the Terms Limitations and Conditions of this Policy 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 to make any payment under this Policy

11. Excess

Excess is the amount that should borne by the Insured for each and every claim made under the policy. The Company shall deduct the excess amount stated in the policy / schedule from the adjusted loss before making the final payment

In accordance with its Article of Association, as a Saudi cooperative insurance company, AXA Cooperative Insurance Company shall distribute 10% of the net annual surplus arising from its insurance operations (if any) to the policyholders directly or in the form of reduction in contributions for the next year. The amount, time, manner of, and eligibility to such distribution are all subject to the prevailing rules and regulations of the Cooperative Insurance Companies Control Law of the Kingdom of Saudi Arabia; as well as the related approval of the Company's Board of Directors.

In case of any difference between English and Arabic text, the Arabic text will prevail.

SCHEDULE OF BENEFITS

Benefit	Event	Sum Insured
A.	Accidental bodily injury (excluding any sickness disease or medical disorder) causing	
	1. Death occurring within 24 months of the incident causing accidental bodily injury	As per schedule
	2. Full Permanent Disablement occurring within 24 months of the incident causing accidental bodily injury	The percentage of the sum Insured as per Schedule
	i. total and irrecoverable loss of all sight in one or both eyes rendering the Insured Person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment	100%
	ii. loss of one or both hands and/or one or both feet	100%
	iii. loss of all fingers and both thumbs	100%
	iv. loss of thumb	20%
	v. loss of index finger	15%
	vi. loss of any other finger	5%
	vii. loss of big toe	5%
	viii. loss of any other toe	3%
	ix. complete and incurable	
	a) paralysis	100%
	b) insanity	100%
	x. complete and irrecoverable loss of speech	100%
	xi. complete and irrecoverable loss of hearing	
	a) in both ears	100%
	b) in one ear	25%
PROVISOS applicable to Benefit A2 only		
	i. the complete and irrecoverable loss of use of any member or members specified above shall be deemed to be loss of such member or members	
	ii. in the event of partial loss of any member or members specified above a proportionately lower percentage of compensation shall be payable	
	iii. in the event of Permanent Disablement by physical loss or loss of use not specified above the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured	
	iv. when more than one permanent disablement arises from one accident the percentages are added together but cannot exceed 100% of the Maximum	
3.	Permanent Total Disablement (other than as provided by Benefits 1 and 2) entirely preventing the Insured from following own or suited occupation	As per Schedule
4.	Temporary Total Disablement: Bodily injury which shall totally disable and prevent the Insured Person from engaging in or attending to own or suited occupation	As per Schedule
5.	Reasonable Medical Expenses: necessarily incurred in connection with any admitted claim under Benefits 1 to 4 above	As per Schedule in respect of any one accident
6.	Reasonable expenses necessarily incurred by the insured for the repatriation of the body of the deceased insured person and/or seriously injured on the advice of competent medical authorities in consequence of any event by the insured	As per Schedule in respect of any one accident

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