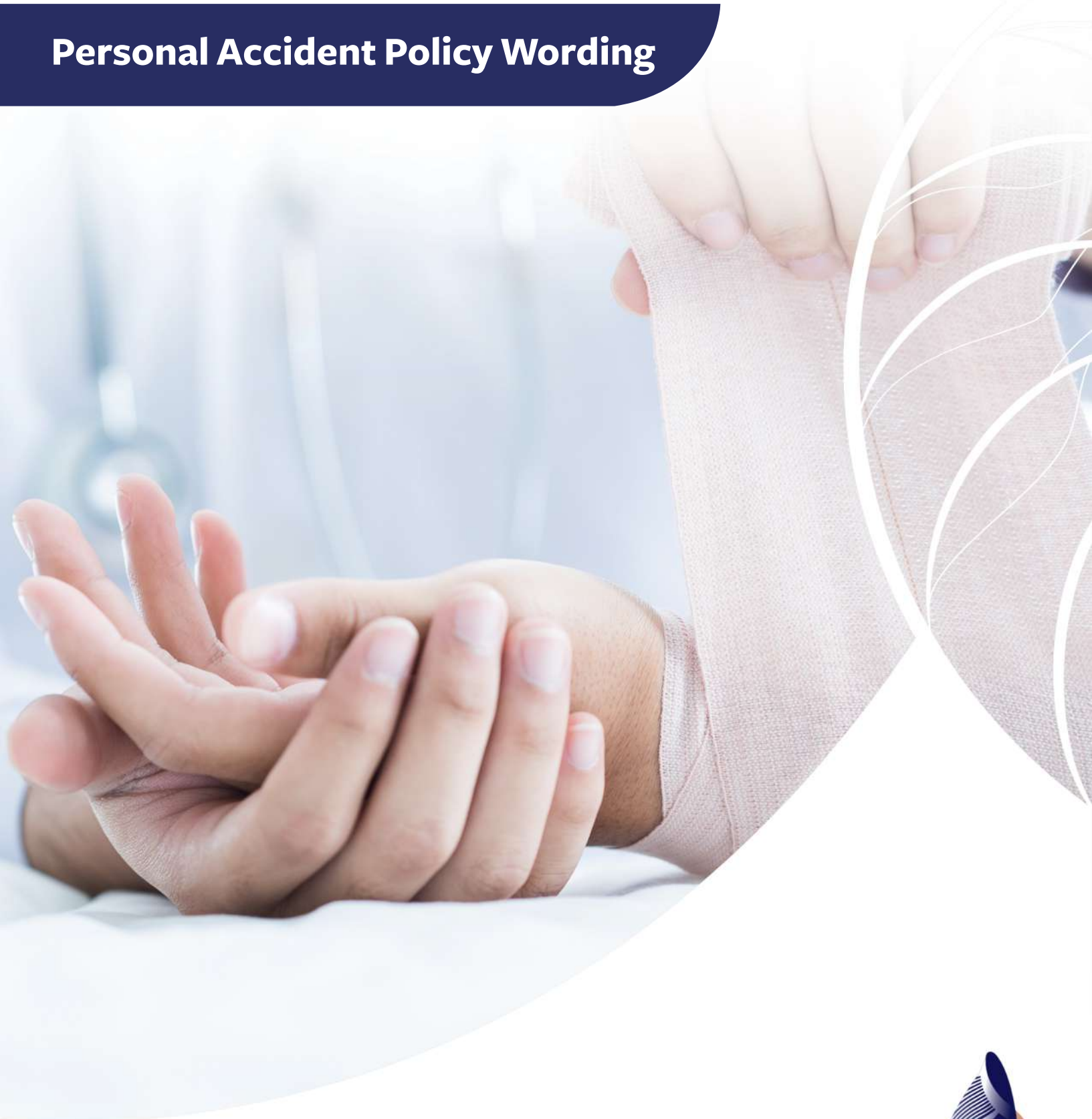


Personal Accident Policy Wording



PERSONAL ACCIDENT POLICY

Whereas the Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the Company for the Insurance hereinafter contained and has paid or agreed to pay the first Premium as consideration for such Insurance.

Now this Policy witnesseth that if during the Period of Insurance the Insured shall by violent external and visible means sustain any accidental bodily injury as defined under Items (1) to (5) of the Schedule then the Company shall pay to the Insured or to his legal personal representative the sum stated under such Items as payable in respect thereof.

Provided that

- (a) either of the capital sums specified in Items (1) and (2) shall be payable only on delivery of this Policy cancelled and discharged
- (b) no sum shall be payable under more than one of Items (1) to (5) or sub-sections thereof in respect of injuries arising out of the same occurrence except in the event of:-
 - (i) successive temporary total and partial disablement as referred to in Items (3) and (4) in which event nevertheless the weekly compensation cannot be claimed (a) cumulatively in respect of the same period or (b) under either or both of the said Items for a period exceeding in the aggregate 52 successive weeks or
 - (ii) successive temporary total and permanent total disablement as referred to in Items (3) and (5)
- (c) no weekly compensation shall become payable until the total amount shall have been ascertained and agreed
- (d) if the Insured be at any time during the continuance of this Policy insured against injury by accident whether fatal or otherwise under any other Insurance (except coupon Insurance or where the personal accident cover is merely ancillary to some other class of Insurance) without the permission of the Company then the Company shall have no liability under this Policy.

EXCEPTIONS

The Company shall not be liable in respect of

- (1) injury occasioned or contributed to by earthquake, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, strike, riot or civil commotion, sabotage, acts of terrorism or due to intentional self injury whether criminal or not
- (2) injury sustained whilst the Insured is under the influence of intoxicants or is suffering from insanity
- (3) death or disablement or total or partial loss of sight arising wholly or in part directly or indirectly from alcoholism or venereal disease
- (4) injury sustained by the Insured while in entering into or descending from or as a result of falling from an aircraft other than a regular airline or multi-engined charter aircraft operating over a scheduled route of which he is a passenger
- (5) injury sustained whilst the Insured is engaged in hunting steeple chasing racing of any kind (other than on foot) rugby football polo motor cycling mountaineering or winter sports except and insofar as the Company has by endorsement agreed to extend this Insurance

This Insurance shall be subject to the terms, provisions, definitions, exceptions and conditions contained or endorsed or otherwise expressed hereon which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder.

CONDITIONS

1. Any word or expression to which a specific meaning has been attached in any part of this Policy including the Schedule hereof shall bear such specific meaning wherever it may appear.
 2. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Head Office or any Branch Office or Agency of the Company.
 3. The Company shall not be liable (i) if there be any misstatement or if material fact be omitted from the proposal (ii) unless in case of accident to which this Policy relates the Insured shall procure and act upon proper medical or surgical advice as soon as practicable.
 4. Written notice of any accident shall be given to the Company as soon as possible but in any event within twenty-one days of the injury in respect of which a claim is to be made.
 5. The Insured shall give immediate notice to the Company of any change in his name, residence, business or occupation and shall also give notice before any renewal of this Policy of any injury, disease, physical defect or infirmity by which he has become affected or of which he has become cognizant.
 6. All certificates, information and evidence required by the Company shall be furnished at the expense of the Insured or his legal personal representative and shall be in such form and of such nature as the Company may prescribe. The Insured as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged bodily injury. In case of death reasonable notice shall be given to the Company before interment or cremation and the Company may require or be represented at a post mortem examination on the body of the Insured. Immediate notice stating time and place shall be given to the Company of any inquest appointed Time is of the essence of this Condition.
 7. Any receipt or discharge which the Insured or his 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.
 8. The Company may at any time give notice to the Insured to determine the Policy as from the date when the Insured should receive such notice in the ordinary course of post subject and without prejudice to any right of the Insured in respect of any prior accident and in such event the Insured shall be entitled to receive any premium paid by him after deducting a proportionate part thereof for the part of the year during which the Policy has been in force.
 9. It shall not be incumbent on the Company to give notice that any premium for renewal is due and such premium shall be deemed to be due on the date on which the Policy expires and must be paid within 14 days thereafter but during such 14 days the Company shall remain liable there under if by the last of such days the premium is actually paid unless the Company or the Insured shall have given notice that the Insurance would not be renewed. The Company shall not be bound to accept any renewal and the Policy shall not be renewed after the year of Insurance in which the Insured attains the age of 65 years.
 10. The Company shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognize any equitable or other claim to or interest in the Policy.
 11. 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 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. The costs of and connected with the arbitration shall be in the discretion of the Arbitrator, Arbitrators or Umpire.
- If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within eighteen 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.
12. It is hereby understood and agreed that this Insurance shall be governed by Kuwaiti law and that the Kuwaiti Courts alone shall have jurisdiction in any dispute arising hereunder.

CONTINENTAL SCALE CLAUSE

SCALE OF BENEFITS

The percentage of the Sum Insured under Personal Accident Insurance Policy in respect of :

Permanent total disablement		
Total loss of sight of both eyes		100%
Total incurable insanity		100%
Loss of both arms or both hands		100%
Complete deafness of both ears, of traumatic origin		100%
Removal of the lower jaw		100%
Loss of speech		100%
Loss of one arm and one leg		100%
Loss of one arm and one foot		100%
Loss of one hand and one foot		100%
Loss of one hand and one leg		100%
Loss of both legs		100%
Loss of both feet		100%
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 of one ear		30%
Upper Limbs		
	Right	Left
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 hand radial nerve	20%	15%
Total paralysis of the cubital nerve	30%	25%
Anchylosis of the wrist in favourable position (straight and in pronation)	20%	15%
Anchylosis of the wrist in unfavourable 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 anchyloses of thumb	20%	15%
Total amputation of forefinger	15%	10%
Amputation of two phalanges of forefinger	10%	8%
Amputation of the ungula phalanx of forefinger	5%	3%
Simultaneous amputation of thumb and forefinger	35%	25%
Amputation of thumb and a finger other than forefinger	25%	20%
Amputation of two fingers other than thumb and forefinger	12%	8%
Amputation of three fingers other than thumb and forefinger	20%	15%
Amputation of four fingers including thumb	45%	40%
Amputation of four fingers excluding thumb	40%	35%
Amputation of the median finger	10%	8%
Amputation of a finger other than thumb, 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 (tibia-tarsal disarticulation)		45%
Partial loss of foot (sub-ankle-bone disarticulation)		40%
Partial loss of foot (Medio-tarsal disarticulation)		35%
Partial loss of foot (taros-metatarsal disarticulation)		30%
Total paralysis of lower limb (incurable nerve lesion)		60%
Complete paralysis of the external politic sciatic nerve		30%
Complete paralysis of the internal politic sciatic nerve		20%
Complete paralysis of two nerves (politic sciatic external and internal)		40%
Anchyloses of the hip		40%
Anchyloses of the knee		20%
Loss of osseous substance from 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 big toe	20%
Amputation of four toes	10%
Anchyloses of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than the big toe	3%

Anchyloses of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the compensation which would be due for the loss of the said members.

Permanent disabilities by accident not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the Insured Person not being taken into consideration, but on the decision of a Medical Committee.

The partial or total "functional" disablement, not specifically dealt with in the Schedule of Permanent Disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablement due to the same accident is arrived at by adding together the various sums, but shall not exceed the total sum insured.

If the Insured Person is left-handed and has specifically mentioned this on the Proposal Form, the percentages set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

Subject otherwise to the terms, conditions and limitations of the said policy.

التميز أساسنا From Origin to Excellence

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