

PERSONAL ACCIDENT POLICY

Whereas the insured named in the Schedule of this Policy by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the ATLAS INSURANCE LIMITED (hereinafter called "the company") for the Insurance hereinafter contained and has paid or agreed to pay the First premium stated in the Schedule as consideration for such insurance.

Now this Policy Witnesseth that if at any time during any period of insurance any of the insurance Persons named in the Schedule shall sustain any bodily injury caused by accidental, violent, external and visible means which injury shall solely and independently of any other cause result in death or disablement as defined in the Schedule of Benefits then subject to the terms, provisions, exceptions and conditions contained herein or endorsed hereon the Company will pay to the injured or in the event of his death to his legal personal representatives compensation as provided in the Schedule of Benefits.

Provided Always that

1. Death, loss or permanent disablement takes place within twelve calendar months of the occurrence of the injury.
 - (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of consequences of the same accident (except for any compensation, payable hereunder or respect of temporary partial disablement preceding or following temporary total disablement).
 - (b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same accident or illness.
2. The total sum payable under this Policy in respect of any one or more claims shall not exceed in all in any one period of insurance the largest sum insured under any one of the items contained in the Schedule of compensation or added to this Policy by endorsement

DEFINITIONS

In this Policy:-

1. "BODILY INJURY" means bodily injury which.
 - (a) Is sustained by the Assured during the period of this policy.
 - (b) Is caused by an accident, and
 - (c) Solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by, such injury, occasions the death or disablement of the Assured within twelve calendar months from the date of the accident by which such injury is caused.
2. "ACCIDENT" includes exposures resulting from a mishap to an aircraft or vessel in which Assured is traveling.
3. "ILLNESS" means illness of the Assured which declares itself during the period of this Policy and occasions the total disablement of the Assured within twelve calendar months after declaring itself.
4. "TOTAL DISABLEMENT" means disablement which entirely prevents the Assured from attending to his business or occupation (of any and every kind) or if he has no business or occupation from attending to his usual duties.
5. "PARTIAL DISABLEMENT" means disablement which prevents the assured from attending to a substantial part of his business or occupation, or if he has no business or occupation from attending to a substantial part of his usual duties.
6. "PERMANENT" means lasting twelve calendar months and at the expiry of that period being beyond hope of improvement.
7. "LOSS OF LIMB" means loss of physical separation of a hand at or above the wrist of a foot at or above the ankle.
8. "AIR TRAVEL" means being in or on or boarding a conventional aircraft for the purpose of lying therein or alighting therefrom following a flight.

EXCEPTIONS

The Company shall not be liable under this Policy for death, loss or disablement directly or indirectly caused by arising or resulting from or traceable to.

1. Consequent on war, invasion or civil war.
2. Directly or indirectly consequent on the Assured engaging in air travel, except as a passenger in any properly licensed conventional aircraft being operated by a licensed airline in accordance with published schedules of flights or time tables or in a properly licensed multi-engined aircraft being operated by any licensed Air Line.
3. Resulting from suicide or attempted suicide or intentional self-injury or venereal disease, or from deliberate exposure to exceptional danger, (except in an attempt to save human life), or from the Assured's own criminal act, or sustained whilst the Assured is in a state of insanity.
4. Childbirth or pregnancy, in the case of women.
5. Big-game or other forms of hunting polo, steeplechasing, motor cycling (whether as driver or passenger) mountaineering, winter sports (on snow or ice) racing of any kind (except athletics) or the use of circular saw or wood-working machinery.

CONDITIONS

1. 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 this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

2. In the event of any accident or disablement by disease hereby insured against happening to an insured person notice thereof in writing shall be given to the Company within fourteen days of the occurrence of the accident or the commencement of the disease. The Insured or his legal personal representatives shall at his or their own expense, forward to the Company, within the space of seven days after demand, a written report from a medical attendant, who shall be a duly qualified and registered medical practitioner, approved by the Company, of the facts of the case and the nature and extent of the injuries received or of the disease, and generally all such information in support of the claim as the Company shall reasonably require, and in case of loss of sight or amputation occurring more than fourteen days after the accident, notice as aforesaid must be given within one calendar month of such loss of sight or amputation. In the case of a claim for death loss or permanent disablement unless otherwise stated all sums Payable hereunder shall be payable within one calendar month after, such personal injury and the cause and result thereof shall have been proved to the satisfaction of the Company and such information as is required by the Conditions of this Policy shall have been furnished, and in the case of a claim for temporary disablement, only upon the termination of such disablement, unless claimed within one year after it has become due.

3. If required by the Company, the Medical, Surgical, or other agent of the Company shall, in case of any accident to an Insured Person or any disease, be admitted at all reasonable times to see and examine the nature of the injury sustained by the Insured Person or of the disease whilst the Insured Person is suffering from the effects of the same, and in the event of death to make a postmortam.

4. The Insured shall, on tendering any premium for the renewal of this Policy, give notice in writing to the Company of any disease, physical defect or infirmity with which an Insured Person has become affected since the payment of the next preceding premium.

5. If an Insured person shall change his occupation for or engage in one more hazardous than that stated in the Schedule the Insured shall give immediate notice to the company and pay such extra premium as may be required in respect of such greater risk if the Company shall elect to accept the same, which they shall be under no obligation to do.

6. Any circumstances in relation to the Conditions coming to the knowledge of any local Agent or Manager, shall not be notice to, or be held to bind, or prejudicially affect the Company, notwithstanding the subsequent acceptance of any premium, nor will the Company be bound by any receipt, except it be on its printed office form for the time being.

7. The Company may at any time, notwithstanding the provision for Cumulative Bonus by notice in writing determine this policy. Provided that the Company shall in that case return to the Insured the then last premium paid by him less prorato part thereof for the portion of the current Insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed to the Insured, at the within-mentioned address, or at any later address, of which notice in writing shall have been given to the Company, and shall be deemed to have been received by him at the time when the same would be delivered in the ordinary course of post.

The Policy is not renewable beyond the period of insurance ending in the year stated in the Schedule except on such terms and conditions as may be agreed upon between the Company and the Insured.

8. The Company shall not be bound to notice or be affected by any notice of any trust, charge, or alteration relating to the Policy, but the receipt of the insured, or his legal personal representatives shall in any case affectually discharge the Company.

9. All notices required to be given by the insured shall be given to the Company at the Head Office, at one of its Branch Offices, or at the Offices of its authorized Agents.

10. All disputes arising under this policy shall, if required by the Company, be referred to arbitration, each party to nominate an arbitrator, and the arbitrators to nominate an umpire in the usual way, and in case the Company shall so require, and either party shall neglect or refuse, for the space of fourteen days after request in writing from the other to do so, to name an arbitrator, the arbitrator of the other party may proceed alone, and the award of such arbitrators, arbitrator or umpire shall be binding on all parties, and no action or suit shall be brought or prosecuted on this policy in respect of any matter referred to accept for the sum so awarded and the costs, if any. The costs of an connected with the arbitration shall in the decision of the arbitrators, arbitrator or umpire.

11. The policy and the Insurance hereby made shall be subject to the several conditions, stipulations and notices endorsed hereon in like manner as if the same were respectively repeated and incorporated herein, and such conditions in so far as they provide for anything to be done by the Insured are to be deemed conditions precedent to the right of the insured to sue or recover hereunder.

NOTICE TO BE INSURED

No alteration in the terms of this Policy and no endorsement hereon or addition hereto will be held valid unless the same is signed or initialed by an authorized official of the Company.

If such bodily injury as aforesaid shall be the sole and direct cause of : -

1.	Death	...	...	...	...	...	...	...	...	100%
2.	(a)	Permanent disablement:								
		Capital Sums in accordance with the following scale of percentage based on (1)								
		Permanent total loss or sight of both eyes	...	...	...	...	...	...	...	100%
		Total loss or permanent total loss of use of the limb.	...	...	...	...	...	...	...	100%
		Total loss or permanent total loss of use of the right arm.	...	...	...	...	...	...	...	75%
		Total loss or permanent total loss of use of the left arm.	...	...	...	...	...	...	...	60%
		Total loss or permanent total loss of use of the right forearm.	...	...	...	...	...	...	...	65%
		Total loss or permanent total loss of use of the left forearm.	...	...	...	...	...	...	...	55%
		Total loss or permanent total loss of use of the right hand.	...	...	...	...	...	...	...	60%
		Total loss or permanent total loss of use of the left hand.	...	...	...	...	...	...	...	50%
		Total loss or permanent total loss of use of the thigh.	...	...	...	...	...	...	...	60%
		Total loss or permanent total loss of use of leg at or below the knee	...	...	...	...	...	...	...	50%
		Total loss or permanent total loss of use of foot	...	...	...	...	...	...	...	40%
		Permanent total loss of sight of one eye	...	...	...	...	...	...	...	50%
		Permanent total deafness in two ears	...	...	...	...	...	...	...	50%
		Permanent total deafness in one ear	...	...	...	...	...	...	...	15%
		Total loss or permanent total loss of use of thumb on right hand	...	...	...	...	...	...	...	25%
		Total loss or permanent total loss of use of thumb on left hand	...	...	...	...	...	...	...	20%
		Total loss or permanent total loss of index finger on right hand	...	...	...	...	...	...	...	20%
		Total loss or permanent total loss of use of index finger on left hand	...	...	...	...	...	...	...	15%
		Total loss or permanent total loss of use of middle finger on right hand	...	...	...	...	...	...	...	12%
		Total loss or permanent total loss of use of middle finger on left hand	...	...	...	...	...	...	...	10%
		Total loss or permanent total loss of use of third (ring) finger on right hand	...	...	...	...	...	...	...	10%
		Total loss or permanent total loss of use of third (ring) finger on left hand	...	...	...	...	...	...	...	8%
		Total loss or permanent total loss of use of little finger on right hand	...	...	...	...	...	...	...	8%
		Total loss or permanent total loss of use of little finger on left hand	...	...	...	...	...	...	...	6%
		Total loss or permanent total loss of use of big toe	...	...	...	...	...	...	...	5%
		Total loss or permanent total loss of use of any other toe	...	...	...	...	...	...	...	3%

Any permanent disability not enumerated above will be paid for in proportion of the degree of permanent disability as compared with the cases enumerated above without taking in to account the occupation of the insured.

3.	Temporary total disablement	a weekly benefit of per week	} for a period not exceeding 52 weeks.
4.	Temporary total disablement	a weekly benefit of per week	