

PERSONAL ACCIDENT INSURANCE POLICY

This policy witnesses that **VICTOIRE s.a.l** (herein called “THE COMPANY”), has granted the insurance described hereinafter, and agrees to pay the Benefits shown in the SCHEDULE hereof subject to the Terms and Provisions of this Policy which must then be in force.

This Policy, issued in consideration of the proposed thereof, shall take effect on the inception date as stated in the Schedule provided the corresponding annual premium is duly paid in advance.

The Provisions, Exclusions and Benefits set forth hereinafter and the proposal referred to in the Schedule together with all statements made and signed by the insured shall constitute the basis of this Contract.

OBJECT AND EXTENT OF THE INSURANCE

Article 1:

The Company will pay the Benefits set out in the Schedule herein if at any time during the period of this contract the insured shall sustain a bodily injury unintentional on his part and resulting from the sudden action of an external cause which shall within twelve calendar months from the date of the accident causing such injury occasion death, Disablement and/or Medical Expenses.

Article 2:

The Company shall not be required to pay compensation under more than one of the Benefits provided in the Schedule in respect of the consequences of one accident, except for the Medical Expenses incurred in connection therewith which shall be payable, within the limit stated in the Schedule, in addition to any other Benefit.

However, if the insured dies within one year as a result of the same accident, after the Company has paid for Permanent Disablement, his designated Beneficiary (ies) will receive the Principal Sum provided for in case of Death less the amount already paid for the Permanent Disablement.

Article 3:

The Company will pay the Weekly Benefit provided in the Schedule herein in the case of an accident covered under this Policy occasioning Temporary Total Disablement which entirely prevents the Insured from attending to his business or Occupation.

Such Weekly Benefit shall commence from the day following the Elimination Period, if any and so long as such Total Disablement continues but not exceeding the maximum Weekly Benefit Term out in the Schedule

However there is no obligation on the Company to pay the Weekly Benefit until the Total amount has been ascertained and agreed. If nevertheless payments on accounts are made by the Company in this connection and the Company subsequently becomes likeable to pay and indemnity under any other benefit of the Schedule the amount already paid in respect of the Weekly Benefit shall be deducted therefrom.

Article 4:

The Total sum payable under this Policy in respect of any or more Claims in respect of any Insured shall not exceed in all in any one period of Insurance the largest Benefit applicable in respect of that Insured. It remains however understood and agreed that the Medical Expenses will always be covered in addition thereto.

EXCLUSIONS

Article 5:

This Policy does not cover Death, Disablement (whether Permanent or Temporary) or Medical Expenses:

- a. Resulting from self-inflicted injury, suicide or attempted suicide while sane or insane.
- b. Resulting from aviation, except as passenger
- c. Consequent on the Insured engaging in:
 - i. Motor Vehicle riding and/or Competitions
 - ii. Motorcycling (Except for light motorcycle not exceeding 125 ccs)
 - iii. Winter Sports

- iv. Skin diving involving the aid of breathing apparatus
- v. Rock climbing or mountaineering normally involving the use of ropes or guides, pot-holing.
- d. Consequent on the Insured being under the influence of Alcohol or Drugs.
- e. Resulting from illness, medical or surgical treatment, miscarriage of abortion, slipped disc, hernia, or muscular strain (except if it is consequent upon an accident or external shock covered under this Policy), congelation, congestions and insolation.
- f. Invasion, foreign Wars, Hostilities or War Like Operations (whether War declared or Not), Civil War, Mutiny, Rebellion, Revolutions, Insurrection, Political or Military usurped Power, Martial Law or State of Siege, General Mobilization, Act of Terrorism or Sabotage, Strikes, Riots, Civil Commotions, Plundering, Any kind of Explosions involving Booby-Trapped Bodies or Vehicles, Bullets, Bombs, Shells, Rockets or other Military Devices or Acts or Misdeeds of Armed Persons affiliated or not to Political military or Parliamentary organizations or Parties falling under the Jurisdiction of “DE FACTO” or “DE JURE” Authorities acting for their own or on behalf of the organizations or Authorities towards whom they are responsible.
- g. Consequent on the Insured carrying out his “National Service” for a period of more than 30 days at any one time, the effect of this Policy then be suspended.
- h. Resulting from ionizing radiations or contamination by radioactivity.

This Policy Does not Cover

- a. All persons over 65 years of age
- b. Death intentionally caused by the beneficiary named in this Policy

TERMS AND PROVISIONS

Article 6: TO WHOM INDEMNITIES ARE PAYABLE

All Benefits will be payable to the Insured if living, otherwise to his designated Beneficiary (ies).

Article 7: REPORTING AND SETTLEMENT OF LOSSES

In case of any Accident likely to give rise to a Claim, notice must be given to the Company within Eight Days counting from the time when the insured or his legal representatives or Beneficiary(ies) have knowledge of it (except for fortuitous circumstances or in case of “Force Majeure”)

In the event of non-fatal injury the Insured shall from time to time when required by the Company submit himself to be examined by a Medical referee appointed by the Company and in the event of the Death of the Insured the Company shall have the right to require a post-mortem examination.

Any fraud, misstatement or concealment of facts made on the Proposal Form by or on behalf of the Insured that could have affected the issue of the Policy, or any fraudulent Claim made hereunder, shall make this Insurance null and void and Invalidate all Claims hereunder.

Article 8:

If the consequences of an accident shall be aggravated by any physical disability or condition of the victim which existed before the accident occurred or by the care of treatment resulting from the negligence of the victim or by empirical treatment, the amount of any compensation payable under this insurance in respect of the consequences of the accident shall be the amount which is reasonably considered would have been payable if such consequences had not been aggravated.

Article 9:

The Company is subrogated up to the amounts of indemnity it has paid under the cover provided under medical expenses to the rights and actions of the insured or his beneficiaries against those responsible for the accident.

DURATION OF POLICY, AUTOMATIC RENEWAL, AUTOMATIC TERMINATION

Article 10:

The Policy is written for the period stipulated in the Schedule. At the expiry date, it will be renewed automatically from year to year, unless cancelled by either party by registered letter, one month at least before the expiry of the current period.

Failing payment of the Premium at the renewal date, the Company shall proceed to Terminate this Policy in accordance with the Law in force.

If in the event of war or “Force Majeure” the Company has no means of notifying the Insured of its intention to cancel the Policy as from the expiry date stated in the Schedule, then this Policy shall be deemed to have been terminated automatically at the said expiry date.

Article 11:

The guarantee provided shall automatically cease when the Insured attains 65 years of age.

Article 12: OBLIGATIONS OF THE INSURED DURING THE CURRENCY OF THE POLICY

In the course of the Policy the Insured must declare the Company by registered letter any change of his profession or occupation when the new profession or occupation carries greater risks than that declared at the commencement of the Insurance.

Such declaration must be made within 15 days from the time the change took place and the Company has the right to cancel the Policy or to propose a new rate of Premium.

Failing compliance with the Provisions of this article all Claims arising from the new occupation or profession shall be fortified.

Article 13: ELECTION OF DOMICILE

Any communication made by the Company to the Insured at the address shown in the Schedule shall be held binding upon him.

Article 14: JURISDICTION

The Policy shall be governed by the Laws of the Country where it has been issued.

Article 15: LIMITATION

All actions having their origins in this Policy shall be time-barred after two years from the date of the happening giving rise to them.

Article 16:

No agent has the Authority to change this Policy or waive any of its Terms and Provisions. Any endorsement made shall not be valid unless approved by an executive officer of the Company and such approval be endorsed hereon.

SCALE OF DISABILITIES

PERMANENT TOTAL DISABLEMENT

Total incurable insanity	100%
Total loss of sight of both eyes	100%
Complete deafness of both ears, of traumatic origin	100%
Removal of lower jaw	100%
Total Loss of Speech	100%
Total Loss of both Arms or both Hands	100%
Total Loss of one Arm and one Leg	100%
Total Loss of one Arm and one Foot	100%
Total Loss of one Hand and one Leg	100%
Total Loss of one Arm and one Leg	100%
Total Loss of one Arm and one Foot	100%
Total Loss of both Legs	100%
Total Loss of both Feet	100%

PERMANENT PARTIAL DISABLEMENT HEAD

Loss Of osseous substance of the skull in all its thickness	100%
Loss of one eye	100%
Complete deafness of one ear	100%
Partial removal of lower jaw	100%

UPPER LIMBS

Loss of one Arm or one Hand	60%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	50%
Total loss of Thumb	20%
Partial loss of Thumb	10%
Total amputation of any finger	8%
Amputation of four fingers including thumb	45%
Amputation of a Phalanx of any finger	3%

LOWER LIMBS

Ankylosis of the hip	40%
Total Loss of one leg	60%
Ankylosis of the knee	20%
Total loss of one foot	45%
Shortening of the lower limb by at least 5cm	30%
Shortening of the lower limbs of 1 to 5 cm	10%
Total amputation of all the toes	25%
Amputation of four toes including the big toe	20%
Amputation of the big toe	10%
Amputation of one toe other than the big toe	3%

- Ankylosis of the finger (other than thumb and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the Benefits which would be due for the loss of the said members.
- Permanent Disabilities not mentioned above shall be compensated in accordance with their seriousness as compared to those listed.
- The Term "TOTAL LOSS" of a limb or organ as used above shall mean "TOTAL LOSS BY PHYSICAL SEVERANCE" or the "TOTAL FUNCTIONAL LOSS" of such limb or organ.
- The Total Benefits payable in respect of several disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed the principal sum set out in the first Schedule.
- If the loss of a limb or organ is partial, the indemnity provided for total loss will be decreased proportionally.
- The total loss of a limb or organ which is already out of use before the accident shall not give rise to an indemnity under this policy.
- Injury to a limb or organ already disabled will be compensated only for the difference between its condition before and after the accident.