

personal accident insurance

Policy Handbook Group Personal Accident



what you need to know

رؤية جديدة / للتأمين
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1. Welcome to AXA Insurance Gulf B.S.C (c)

Thank you for choosing AXA – the number 1 global insurance brand. With over 103 million satisfied customers around the world, more than 161,000 employees and presence in this region for 65 years, you can rest assured that you and your business are in good hands.

This booklet tells you what is covered and what is not, as well as the terms and conditions which apply to your policy.

On receipt of your Policy

To ensure that your policy gives you the protection you need, we recommend you read it carefully in conjunction with the attached schedule, and return the schedule immediately if any details are not correct.

Operation of Cover

The proposal form submitted by you forms the basis of this contract. The policy, proposal form and schedule should be read together.

We will provide You with insurance according to the terms of the policy for the period specified in the schedule and any subsequent period by mutual agreement.

Keeping us informed

It is important that you let us know immediately of any material changes in the information you have given us, for example, any changes in the use or nature of your property or a significant change in the amount of business you undertake.

2. Definitions

Accident

Accidental bodily injury which independently of any other cause results in death or disablement (excluding any sickness, disease or medical disorder).

Death

means death which occurs within 24 Months and resulting from accident.

Loss of eyes

means total and irrecoverable loss of all sight in one or both eyes rendering a person absolutely blind in the eye or eyes beyond remedy by surgical or other treatment, resulting from accident.

Loss of Limbs

means total loss by physical severance or complete and irrecoverable loss of use of either or both hands and/or one or both feet, resulting from accident.

PTD

means permanent total disablement other than by loss of eyes or limbs entirely Preventing the person from following any occupation, certified as such by a medical referee after the expiry of 104 consecutive week's disablement, resulting from accident. By permanent, it is understood that the disablement lasts 365 days and, at the expiry of that period, is beyond hope of improvement.

PPD

means permanent partial disablement as a result of an Accident which prevents the Insured Person from attending to a substantial part of his/her occupation or any other occupation for which he/she is suited by reason of education, training or experience. By permanent, it is understood that the disablement lasts 365 days and, at the expiry of that period, is beyond hope of improvement.

TTD

means temporary total disablement entirely preventing the person from engaging in or giving attention to his/her usual occupation, resulting from accident.

TPD

means temporary disablement partially preventing the insured from engaging in or Paying attention to his/her usual occupation, resulting from accident; this benefit must not exceed [40-50] % of TTD benefit, when both benefits are offered.

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 organization(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.

War

means a conflict between different countries, involving the engagement of armed forces.

Warlike Operations

means violent riots, mutinies and hostilities, insurrections, rebellions, military or usurped power, invasion by foreign enemies, revolutions, civil wars, civil commotions, conspiracies.

3. Cover

In consideration of the Insured having paid or agreed to pay the Premium the Insurer named in the Schedule (hereinafter called “the Company”) will provide Insurance in accordance with the terms of this Policy

COVER

If any Insured Person described in the Schedule 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 Fume 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

4. 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), pot-holing, winter sports (other than curling or skating), bungee jumping, diving with scuba apparatus, water skiing, hunting, show-jumping, 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.

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. Date Related Computer Failure

- a. Directly or indirectly caused by or consisting of or arising from or
- b. Any legal liability directly or indirectly caused by or contributed to by or arising from the inability or failure of any computer data processing equipment or media microchip integrated circuit or similar device or any computer software whether the property of the Insured or not and whether occurring before during or after the year 2000
 - i. Correctly to recognise any date as its true calendar date or
 - ii. To capture save or retain and/or correctly to manipulate interpret or process any data information command or instruction as a result of treating any date otherwise than as its true calendar date or
 - iii. To capture save or retain and/or correctly to manipulate interpret or process any data or information as a result of the operation of any command which has been programmed into any computer software which causes loss of data or information or the inability to capture save retain or correctly to process such data or information on or after any date

But this does not exclude subsequent loss destruction or damage arising therefrom as insured and not otherwise excluded by the policy which itself results from any of the following named perils which are insured by the Cover under which the loss arises

Named perils

Fire lightning explosion aircraft aerial devices or articles falling from them riot civil commotion strikers locked out workers persons taking part in labour disturbances malicious persons thieves robbers earthquake storm flood escape of water from any tank apparatus or pipe impact by a road vehicle or animal or subsidence

10. Cyber Risk

Directly or indirectly from:

- a. the loss of, alteration of or damage to or
- b. 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.

11. 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.

12. Professional Pilots and Air Crew

Any loss or liability to professional pilots and air crew is excluded unless otherwise agreed and noted in the policy schedule.

13. Mining

Any loss or liability arising from mining risks both open-cut and underground.

5. Claims Conditions

1. Payment of Benefit

- i. Payments shall not be made under more than one of the Benefits 1 to 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

- a. under Benefits 3, 4 and 5
- b. 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

- ii. 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

- iii. Payments under Benefit 4 and 5 shall be paid

- a. when the total amount on termination of any one period of disablement has been agreed or
- b. at the Insured's request on completion of at least four weeks disablement subject to medical and other information required by the Company

- iv. Payments under Benefits 4,5 and 6 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. Aircraft or Conveyance Limit

In the event of more than one Insured Person travelling in the same aircraft or conveyance at the same time the Company's liability shall not exceed the amount stated in the Schedule

3. 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

4. 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

5. 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 as often as 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

- iv. The Company shall not be liable unless after accidental injury the Insured Person shall procure and act up on professional medical or surgical advice

6. Discharge of liability

Benefit shall be payable to the Insured whose receipt shall be a valid discharge of the Insurer's liability

7. 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

6. 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 on demand a rateable proportion of the Premium for the unexpired term from the date of the cancellation.

6. Reasonable Care and Precautions

The Insured shall take all reasonable precautions to prevent accidents

7. Alterations of Risk

The Insured shall give immediate 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 by or obtained from a Court of Competent

Jurisdiction of the country(ies) stated in the schedule

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

7. Schedule of Benefits

Benefit	Event	% Sum Insured
A.	Accidental bodily injury (exceeding 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 Benefit stated in the Schedule of Benefits

	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. Temporary Partial Disablement Bodily injury which shall partially disable and prevent the Insured Person from engaging in or attending to own or suited occupation	As per schedule
	6. Reasonable Medical Expenses necessarily incurred in connection with any admitted claim under Benefits 1 to 5 above	As per schedule in respect of any one accident
	7. 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 even by the insured	As per schedule in respect of any one accident

8. Complaints Procedure

How and where to complain

We are committed to providing You with an exceptional level of service and customer care. We do realise that things can sometimes go wrong, and when this happens, We would like to hear about it.

Our promise to You

- c. We will acknowledge complaints promptly.
- d. We will investigate quickly and thoroughly.
- e. We will keep You informed of progress.
- f. We will do everything possible to resolve Your complaint.
- g. We will learn from Our mistakes.
- h. We will use the information from complaints to continuously improve Our service.

Telephone calls may be recorded for training and monitoring purposes.

If it is about Your Policy or Claim or any other matter, please call Your insurance adviser or, if none has been appointed by You, please contact Us directly.

To help us assist You, We request that You:

- Attach relevant supporting documents if you deem it necessary;
- Ask the questions You would like us to answer; and
- Tell us what You think would be a reasonable response to Your complaint.

Support and assistance is available for the process of making complaints and/or interpreting the complaints procedure. Our internal complaints management policy and procedure include the provision of remedies that reflect what is fair and reasonable in the circumstances.

We would like to assure You that all matters are dealt with seriously, impartially and in a confidential manner.

Your complaint can be made in any of the following ways:

- Visit our Website www.axa-gulf.com - select the Country where your insurance policy was issued and select 'Complaints' under 'AXA & You' (at the bottom of the webpage) and register your complaint. An auto email will be received by You providing the reference number which should be quoted in all future communications.

Alternatively, should you not have an email address or access to the internet:-

- Send a letter to the management; or
- Transmit a fax; or
- Telephone Us and request our Customer Service Staff to register Your complaint; or
- Walk into Our office and request Our Customer Service Staff to register Your complaint.

In these situations, and on Your behalf, the complaint will be registered by Our Staff and a Reference Number generated and provided to You which please quote in all future communications.

Whilst all efforts will be made to revert back within 7 working days, if our final response will be delayed beyond 15 working days or if more time is needed for investigation, we will inform you when we will be able to contact you again about the complaint.

If you are dissatisfied with our final response or dissatisfied with the delay in our response (beyond 15 working days) you may refer the complaint to the Insurance Regulator whose contact details are provided on our website.

Your Agent AXA

With more than 102 million customers around the globe, AXA is one of the world's largest insurance providers. We offer a wide range of insurance products to meet your personal and business needs.

life insurance
fire insurance
art insurance
crime insurance
motor insurance
health insurance
liability insurance
marine insurance
engineering insurance
business travel insurance
personal accident insurance

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