

PERSONAL ACCIDENT INSURANCE POLICY

The Insured carrying on the Business described in the Schedule and no other for the purpose of this insurance by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to the MAPFRE Middlesea p.l.c., hereinafter called the Company, for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

If the Insured Person shall suffer Bodily Injury resulting solely and directly from accident caused by external, violent and visible means which shall directly and independently of any other cause result in Death or Disablement or Medical Expenses the Company will subject to the terms, exceptions and conditions contained herein or endorsed hereon pay Compensation to the Insured or with the written consent of the Insured to the Insured Person or his legal personal representatives according to the Scale of compensation.

On behalf of the Company



JAVIER MORENO GONZALEZ
PRESIDENT &
CHIEF EXECUTIVE OFFICER



OLIVIA DARMANIN
CHIEF OFFICER – TECHNICAL

Jurisdiction Clause

This Contract of Insurance shall for all effects and purposes be deemed to be a Maltese Contract and shall be governed by and according to Maltese Law and subject to the exclusive jurisdiction of the Maltese Courts.

The Indemnity provided herein shall apply only to judgements or orders that are delivered by or obtained from a court within the Maltese Islands. Furthermore, the indemnity shall not apply to a judgement or order obtained in Malta for the enforcement of a judgement obtained elsewhere or to costs and expenses of litigation recovered by any claimant from the Insured, which costs and expenses of litigation are not incurred in the Maltese Islands.

Limitations in Respect of Each Insured Person

- 1.0 This Policy shall cease to be in force immediately after the occurrence of any accident resulting in such Insured Person's loss of sight or limb or permanent total disablement.
- 2.0 Compensation will not be paid under more than one Item of the Scale of Compensation for the consequences of the same accident other than Compensation for:
 - i) temporary partial disablement (Item 6) preceding or following temporary total disablement (Item 5) or
 - ii) permanent total disablement (Item 4) following 104 weeks of temporary total disablement (Item 5).
- 3.0 Weekly compensation under Item 5 and/or 6 of the Scale of Compensation will not be paid for more than 104 weeks in all in respect of one or more accidents. Weekly compensation will be paid when the total amount thereof has been agreed or if requested by the Insured, at the end of each period of 4 consecutive weeks disablement.
- 4.0 Compensation will not be paid under Item No. 7 - Medical Expenses in respect of:
 - 4.1 the first € 23.30 of each and every claim
 - 4.2 expenses directly or indirectly consequent upon any physical defect, infirmity or medical condition for which medical advice or treatment has been received within 12 months immediately preceding an Insured Person's effective date of cover
 - 4.3 dental or optical expenses unless incurred as a result of Bodily Injury

Permanent Disability Scale

1.	Total and permanent disablement from attending to or following any occupation or employment.....	100%
2.	Loss of hearing or speech.....	50%
3.	Loss of hearing in one ear.....	15%
4.	Loss of arm at shoulder	75%
5.	Loss of arm below shoulder	65%
6.	Loss of leg at hip	75%
7.	Loss of leg below hip	65%
8.	Loss of thumb (both phalanxes)	25%
9.	Loss of thumb (one phalanx)	10%
10.	Loss of index finger (three phalanxes)	10%
11.	Loss of index finger (two phalanxes)	8%
12.	Loss of index finger (one phalanx)	4%
13.	Loss of finger other than thumb or index finger	5%
14.	Loss of great toe	5%
15.	Loss of any other toe	1%
16.	Any permanent partial disablement not specified above other than loss of sense of taste or smell	

such percentage to be assessed by the Company as in the opinion of the Company's medical advisers is not inconsistent with the foregoing without regard to the Insured Person's occupation

Exceptions

The Company shall not be liable in respect of Bodily Injury:-

- 1.0 occurring or arising as a consequence of
 - 1.1 the suicide, intentional self-injury, intoxication or insanity of or the influence of drugs on such Insured Person or wilful exposure to needless risks (except in an attempt to save human life)
 - 1.2 pregnancy or childbirth in the case of any female Insured Person
 - 1.3 war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, riot, strike or civil commotion
 - 1.4 any pre-existing physical defect or infirmity
- 2.0 sustained whilst or as a consequence of engaging in
 - 2.1 military, naval or air service or operations, motor cycling, hunting, winter sports, mountaineering or rock-climbing (necessitating the use of ropes and guides), pot-holing, skin diving, riding or driving in any kind of race or endurance test (or practice therefore) or aviation (other than as a fare-paying passenger in a fully licensed passenger carrying aircraft)
 - 2.2 any gainful occupation outside the Business or Occupation specified herein.

3.0 Nuclear Energy Risks

In no case shall this policy cover loss, damage, liability, bodily injury or expenses directly or indirectly caused by or contributed to by or arising from Nuclear Energy Risks:

For all purposes of this policy Nuclear Energy Risks shall mean:

- I. All Property on the site of a nuclear power station, Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- II. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - a) The generation of nuclear energy; or
 - b) The Production, Use or Storage of Nuclear Material
- III. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- IV. The supply of goods and services to any of the sites, described in (I) to (III) above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Definitions

"Nuclear Material" means:

- i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process fission outside a Nuclear Reactor, either alone or in combination with some other material; and
- ii) Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural or industrial purpose.

"Nuclear Installation" means:

- i) Any Nuclear Reactor;
- ii) Any factory using nuclear fuel for the production of Nuclear Material, any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

"Nuclear Reactor" means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all material of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- (i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store and
- (ii) For non-reactor Nuclear installations, any area where the level of radioactivity requires the provision of a biological shield.

4.0 Radioactive Contamination

In no case shall this policy cover loss, damage, liability, bodily injury or expense directly or indirectly caused by or contributed to or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- c) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

5.0 Intangible Property

Property damage covered under this policy shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently the following are excluded from this policy:

- A. Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage. Notwithstanding this exclusion, loss or damage to data or software which is the direct consequence of insured physical damage to the substance of the property shall be covered.
- B. Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

6.0 Atomic, Biological & Chemical Contamination

It is agreed that, regardless of any contributory causes, this insurance does not cover any loss, damage, cost or expenses directly or indirectly arising out of biological or chemical contamination due to any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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.

For the purpose of this endorsement contamination means the contamination, poisoning or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

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

7.0 Terrorism

Notwithstanding any provision to the contrary within this insurance or any endorsement thereby it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the 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.

This endorsement 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 any act of terrorism.

If the Company alleges 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 endorsement is found to be invalid or enforceable, the remainder shall remain in full force and effect.

Definitions

- 1.0 ACCIDENT shall mean bodily injury caused by external, violent and visible means which shall directly and independently of any other cause result in Death or Disablement or Medical Expenses within twelve calendar months from the date of the accident by which injury was caused.
- 2.0 LOSS OF SIGHT shall mean total loss of sight of an eye which has lasted 3 months of the Insured person's lifetime and is at the end of that period beyond hope of improvement.
- 3.0 LOSS OF LIMB shall mean loss by physical separation of a hand at or above the wrists or of a foot at or above the ankle which the Insured Person has survived for at least a month.
- 4.0 PERMANENT TOTAL DISABLEMENT shall mean a disablement which permanently, completely and continuously prevents the Insured Person from attending to business or occupation of any and every kind and which having lasted 104 weeks of the Insured Person's lifetime is at the end of that period beyond hope of improvement.
- 5.0 TEMPORARY TOTAL DISABLEMENT shall mean a disablement which completely and continuously prevents the Insured Person from attending to his usual occupation.
- 6.0 TEMPORARY PARTIAL DISABLEMENT shall mean a disablement which continuously prevents the Insured Person from attending to a substantial part of his usual occupation.
- 7.0 SALARY shall mean the total remuneration paid by the Insured to the Insured person during the twelve months immediately preceding the happening of the accident.
- 8.0 TRAVELLING shall mean travelling on the Insured's Business outside the Maltese Islands but excluding USA and Canada.

Conditions

1.0 Observance and Fulfilment

The due observance and fulfilment of the terms and conditions of this policy by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

2.0 Alteration

The Insured shall give immediate notice to the Company of any change in his business or in the duties of any of the Insured Persons and pay any additional premium that may be required.

3.0 Claims

3.1 in the event of any occurrence which may give rise to a claim under this Policy the Insured or the Insured Person concerned or his legal personal representative shall as soon as possible and in no case later than 30 days, notify the Company in writing and the Insured and such Insured Person or his legal personal representative shall when required by the Company and with all reasonable despatch furnish at their own expense such further particulars as the Company may require

3.2 as soon as possible after the occurrence of an accident the Insured Person must place himself under the care of a duly qualified medical practitioner whose advice he shall follow. The injured person shall submit to any medical examination made on behalf of the Company and in the event of death of the Insured Person the Company shall be entitled to make a post-mortem examination at its own expense.

4.0 Renewal

The Insured shall before any renewal of this Policy give notice to the Company of any sickness, physical defect or infirmity of the Insured Person of which the Insured has become aware during the preceding Period of Insurance and of any change of name and address.

5.0 Assignment

This Policy is not assignable and payment of any Benefit under this Policy shall only be made to the Insured or the Insured Person or legal representatives whose receipt shall be a discharge to the Company.

6.0 Adjustment

If any part of the Premium or Renewal Premium is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all relative particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance furnish such information as the Company may require. The premium or Renewal Premium shall thereupon be adjusted.

7.0 Cancellation

- a) The Insured may cancel this Policy at any time during its term. Any refund of premium will be worked out from the date we receive the Insured's cancellation instructions. Provided no claim or loss has arisen in the current period of insurance, the Company will return part of the premium calculated on the Company's cancellation rates for the unexpired period of insurance less any long-term discount on premiums granted.
- b) The Company shall not be bound to offer or accept any renewal of this Policy and may at any time give seven days notice of cancellation of cover to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition No. 6.0

8.0 Arbitration

If any difference shall arise as to the amount to be paid under this Policy, (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the Statutory Provisions in that behalf for the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the Company.

9.0 Definitions

This Policy and the Schedule shall be read together as one contract and any words or expressions to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever they may appear.

10.0 Communications

Every notice and other communication to the Company required by these Conditions must be written or printed.

Complaints Procedure

We are committed to providing good quality services. **We** recognise that a client may not be satisfied with the service provided. To deal with this **we** have a complaints procedure. For the sake of clarification, a complaint is broadly defined as being a written expression of dissatisfaction with services that **we** provide or actions **we** have taken that require a response.

How to complain

Step 1 – Contacting Us

The first step is to talk to a member of **our** personnel or of **your** intermediary if the **Policy** was arranged through one. This can be done informally either directly or by telephone.

Usually the best person to talk to will be the person who dealt with the matter **you** are concerned about as they will be in the best position to help **you** promptly and to put things right. If they are not available or **you** would prefer to approach someone else, then address the matter to the manager or senior person responsible. **We** will seek to resolve the problem immediately. If **we** cannot do this, then **we** will take a record of the concern and arrange the best way and time for getting back to **you**. This will normally be within two working days.

Step 2 – Taking the complaint further

If **you** are still unhappy the next step is to put the complaint in writing, addressing it to the Complaints Officer, setting out the details, explaining what **you** think went wrong and what **you** feel would put things right. If **you** are not happy about writing a letter, **you** can always ask a member of **our Company** to take notes of the complaint which **you** will be then asked to sign. **You** will be provided with a copy for **your** own reference. This record will be passed promptly to the Complaints Officer to deal with.

Once the Complaints Officer receives a written complaint, s/he will arrange for it to be fully investigated. The complaint will be acknowledged in writing within five working days of receiving it and the letter will state when **you** can expect a full response. This should normally be within fifteen working days unless the matter is very complicated such as where other organisations need to be contacted. Where this is the case **we** will still let **you** know what action is being taken and will inform **you** when **we** expect to provide a full response.

Taking your complaint elsewhere

If **you** are still not satisfied with the Complaints Officer's response, **you** can always seek advice elsewhere. **You** may contact:

Office of the Arbiter for Financial Services
First Floor
St Calcedonius Square
Floriana FRN1530
Malta
Telephone: 8007 2366 or 21249245
E-mail: complaint.info@financialarbiter.org.mt
Website: www.financialarbiter.org.mt

The Office of the Arbiter will expect that **you** have a final reply to **your** complaint from **us** before approaching them.

All communications and notices regarding the policy should quote policy number and renewal date and addressed to:

MAPFRE Middlesea p.l.c.
Middle Sea House
Floriana – Malta

E-mail: mapfre@middlesea.com Website: <http://www.middlesea.com>

PERSONAL ACCIDENT INSURANCE POLICY

Please read the conditions and examine the policy carefully and if it is incorrect or does not provide the cover required return the document immediately for alteration