



(INCORPORATED IN GHANA WITH LIMITED LIABILITY)
HEAD OFFICE
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PERSONAL ACCIDENT POLICY

WHEREAS the Insured carrying on or engaged in the business described in the schedule and no other for the purpose 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 **Star Assurance Company Limited** (hereinafter called the Company) for the insurance hereinafter contained

NOW THEREFORE in consideration of the Insured paying the Premium and subject to the terms exceptions and conditions contained herein or endorsed hereto the Company will pay the Insured or his legal personal representatives, the sum or sums referred to below if during the Period of Insurance the Insured shall sustain bodily injury caused by violent, accidental, external and visible means resulting directly and independently of any other cause within twelve (12) calendar months in death disablement or medical expenses as hereinafter described.

| BENEFIT | COVER |
|--|---|
| <p>A. In case of Death</p> <p>B. In case of Permanent Disablement</p> <p>(i) by injury specified in the Permanent Disability Scale</p> <p>(ii) by injury not specified in the Permanent Disability Scale causing Permanent loss of, or reduction in the earning capacity of the Beneficiary in his business or occupation</p> <p>C. In case of Temporary Total Disablement of the beneficiary from attending to or following any business or occupation</p> <p>D. In case of Medical Expenses (including Operation fee, cost of surgical appliances and nursing home or hospital charges) necessarily incurred .</p> <p>Payment under the benefit shall be made at intervals in arrears during the disability period at the discretion of the Company or only until the total amount due to the Insured shall have been ascertained and Proved to the satisfaction of the Company.</p> | <p>BENEFIT A</p> <p>Such percentage of Benefit as specified in the Permanent Disability Scale</p> <p>Such percentage of Benefit B as is consistent with the percentage specified in the scale having regards to the degree of permanent disablement or occupation.</p> <p>Benefit C per week during such disablement for a for a maximum period of 52 weeks but not exceeding benefit A in the aggregate.</p> <p>Limit shall be 2% of the Sum Insured unless Extra Medical limits have been chosen.</p> |

Provided always that;

1. the total sum payable under clause (B) in respect of injury to more than one portion of a limb or member or part thereof shall not exceed the sum payable in respect of such injury to the whole of that limb or member or part thereof;
2. payment shall not be made under more than clauses (A) and (B);
3. any sum payable under clause (A) or (B) shall be reduced by the total of any payments made under clause (C) in respect of the same bodily injury.

PERMANENT DISABILITY SCALE

| INJURY | PERCENTAGE OF COMPENSATION | INJURY | PERCENTAGE OF COMPENSATION |
|---|----------------------------|--|----------------------------|
| 1. Total and permanent disablement from following any employment or occupation. | 100% | 10. Total and permanent loss of any other phalanx | 50% |
| 2. Total and permanent loss of thigh | 70% | 11. Total and permanent loss of speech | 50% |
| 3. Total and permanent loss of let or above the ankle | 50% | 12. Total and permanent loss of hearing in one ear | 7% |
| 4. Total and permanent loss of great Toe | 30% | 13. Total and irremediable blindness in one eye | 30% |
| 5. Total and permanent loss of any other toe | 5% | Any permanent disablement not specified above other than loss of sense of taste or smell such proportion to be assessed by the company as consistent with the foregoing and without regard to the insured's occupations. | |
| 6. Total and permanent loss of arm from shoulder | 60% | | |
| 7. Total and permanent loss of forearm | 45% | | |
| 8. Total and permanent loss of thumb (both phalanxes) | 20% | | |
| 9. Total and permanent loss of thumb (one phalanx | 10% | | |

Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.

EXCLUSIONS

The Company shall not be liable for any claim in respect of Bodily Injury:

- 1 Directly or indirectly consequent upon;
 - a) war and warlike situations whether war be declared or not.
 - b) any act of terrorism.
 - c) the Insured engaging in aviation, except as a passenger.
 - d) active service in the Armed Forces.
 - e) Insured committing, or attempting to commit suicide or intentional self-infliction injury.
 - f) the Insured suffering from sickness or disease not directly resulting from Bodily Injury.
 - g) the Insured Person from engaging in professional sport.
 - h) loss sustained while the Insured is under the influence of intoxicants or drugs or suffering from venereal disease or insanity.
 - i) Insured's wilful exposure to peril (except in an attempt to save human life) or criminal act.
 - j) medical or surgical treatment except where such treatment is rendered necessary by bodily injury within the scope of this policy.
 - k) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures.
 - l) aggravated by any physical defect or infirmity which existed prior to the accident.
2. Suffered after the expiry of the Period of Insurance during which the Insured person attains the age of 65 years.
3. Any consequential loss of any kind whatsoever.

GENERAL CONDITIONS

INTERPRETATION

Any word or expression to which specific meaning has been attached shall bear such meaning wherever it appears in this Policy.

The Schedule, Definitions, Provisions, Exclusions, Benefit, Schedules, Conditions and any endorsements incorporated herein are made a part of this policy and shall be read as one contract.

Words in the masculine gender shall be deemed to include the feminine.

CHANGE OF BUSINESS

The Insured shall, within a reasonable period of time, notify the Company of any change in their business, trade or profession.

INTEREST

No sum payable under this Policy shall carry interest.

CLAIM PROCEDURE

On the happening of any occurrence, likely to give rise to a claim under the Policy, the Insured shall notify the Company in writing as soon as possible and in any event within fourteen days of the date of the occurrence.

The Insured shall at his expense furnish the Company any certificates, information and evidence that may from time to time be required by the Company and in the form prescribed by the Company.

If any claim submitted under this Policy shall in any respect be false or fraudulent, the Company shall be under no obligation to make payment in respect of such claim.

CANCELLATION

This Policy may be terminated at the request of the Insured at any time, in which case the Insurers will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Insurers by (7) seven days' notice to that effect being given to the insured in which case the Insurers will be liable to repay on demand a rateable proportion of the premium for the unexpired terms from the date of cancellation less any reasonable inspection charges the Insurers may have incurred.

ARBITRATION

All differences arising out of this Policy shall in accordance with and subject to the provisions of the Arbitration Act, 1961 or any statutory modification or re-enactment thereof be referred to the arbitration of some person to be appointed by both parties or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators one to be appointed in writing by each party and in case of disagreement between the Arbitrators to be decision of an Umpire who shall have been appointed in writing by the Arbitrators before entering on the reference. If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within twelve (12) 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. The making of an Award shall be a condition precedent to any liability of the Company or any writing of action against the Company.

AGE LIMIT WARRANTY

It is hereby declared and agreed that it is a condition precedent to liability under this policy that all persons in respect of whom compensation is payable are between the ages of 18 and 65

DEFINITIONS

Bodily Injury

Shall mean injury which is caused by accidental means and which shall solely and independently of any other cause, result in the Insured Person's Death, Disablement or Permanent Disability within 52 weeks from the date of such accident.

Loss of limb or limbs

Shall mean the permanent and complete loss of a limb or limbs by physical separation at or above the wrist or ankle or the permanent and complete loss of use thereof.

Loss of Eye or Eyes

Shall mean the permanent and total loss of sight which shall be considered as having occurred

- (a) in both eyes if the Insured is so declared by a fully qualified ophthalmic specialist,
- (b) in one eye of the Insured is so declared by a fully qualified ophthalmic specialist.

Permanent Total Disablement

Shall mean disablement caused other than by Loss of Limb or Eye which prevents the Insured Person from engaging totally in his usual occupation for 52 consecutive weeks and is without expectation of recovery.

Temporary Total Disablement

Shall mean temporary disablement which entirely prevents the Insured Person from engaging in his usual occupation.

Medical Expenses

Medical expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.