





7 TAUMOEPEAU BUILDING, NUKU'ALOFÁ  
 Ph: 21 105, Fax: 25 143, email: dominion@kalianet.to

## PERSONAL ACCIDENT POLICY

### POLICY TERMS AND CONDITIONS

#### WHAT YOU ARE INSURED FOR

Dominion Insurance Limited agrees (subject to the terms, exceptions, conditions and provisions contained herein endorsed or otherwise expressed herein) that if, during the period of insurance, any illness or accident shall happen to the Insured Person whose name and occupation are stated in the Policy and who shall suffer any of the Results described in the following schedule the Company shall pay to the insured or, in the case of his death, to his executors or administrators the benefits specified in the schedule.

EVENT	RESULT	BENEFIT ( For Events 2 to 26 the percentage of the sum insured for Event 1, death is specified )
1	Death.	As specified within the Policy Schedule
2	The total and permanent loss of all sight of both eyes.	100%
3	The total and permanent loss of the use of both hands.	100%
4	The total and permanent loss of the use of both feet.	100%
5	The total and permanent loss of the use of one hand and one foot.	100%
6	Total and incurable disablement for all further work.	100%
7	Total and incurable paralysis of all the limbs	100%
8	The total permanent loss of the use of one arm or of the greater part of one arm	80%
9	The total and permanent loss of the use of one leg.	75%
10	The total and permanent loss of all sight of the of one eye together with the series happening diminution of the sight of the other eye.	75%
11	The total and permanent loss of the use of one hand or of five fingers or one hand, or the lower part of one arm.	70%
12	The total and permanent loss of the use of one foot, or the lower part of one leg.	60%
13	The total and permanent loss of hearing.	50%
14	The total and permanent loss of all sight of one eye.	50%
15	The total and permanent loss of the lens of one eye.	30%
16	The total and permanent loss of the use of one thumb.	30%
17	The total and permanent loss of the use of one forefinger.	20%
18	The total and permanent loss of the use of one joint of a thumb.	15%
19	The total and permanent loss of the use of two joints of one forefinger.	12.5%
20	The total and permanent loss of the use of one little finger.	12%
21	The total and permanent loss of the use of one big toe.	10%
22	The total and permanent deafness of one ear.	10%
23	The total and permanent loss of the use of two joints of one little finger.	8.5%
24	The total and permanent loss of use of one middle or of one ring finger.	8%
25	The total and permanent loss of the use of two joints of one middle or of one ring finger	6.5%
26	The total and permanent loss of the use of one toe other than a big or of the joint of a finger.	5%
27	Total disablement from engaging in or attending to usual business or occupation	The weekly rate as shown on the policy schedule for an aggregate period not exceeding one hundred and four weeks from the happening of the Event
28	Temporary partial disablement from engaging in or attending to usual business or occupation	The weekly rate as shown on the policy schedule for an aggregate period not exceeding one

		hundred and four weeks from the happening of the Event
29	Total disablement from engaging in or attending to usual business or occupation for not less than fourteen consecutive days	The weekly rate as shown on the policy schedule for an aggregate period not exceeding fifty two weeks from fourteen days after the happening of the Event

**PROVIDED ALWAYS THAT:**

- 1 In respect to Events 1 to 28 the word Event refers to bodily injury caused solely and directly by violent accidental external and visible means which injury shall independently of any other cause be the sole and direct cause of any of the Results (1) to (28). Furthermore the Result must occur within twelve calendar months of the happening of the Event.
- 2 In respect of Event 29 the word Event refers to any illness which shall be the cause of Result 29
- 3 If the Insured becomes entitled to a Benefit under any of Results (1) to (26) all further liability of the Dominion under this Policy shall cease and:
  - (a) No Benefit shall be payable for any other result under this policy caused by the same Event
  - (b) Any sum which has been paid for any other Result caused by the same Event shall be deducted from or set off against the amount of benefit to which the Insured has become so entitled
  - (c) Liability for payment of any benefit in respect of a previous Event and the right of the Insured to receive the same shall be terminated except in respect of any Benefit under Results 27, 28, or 29 which may have accrued.
  - (d) No benefit shall be payable for any Result caused by a subsequent Event.
- 4 Benefits shall not be payable for:
  - (a) Either or both Results 27 and 28 or for the Result 29 until the total amount has been agreed.
  - (b) More than one of the Results 27, 28 and 29 in respect of the same period of time.
  - (c) Result 29 if the Event becomes manifest within 21 days of the commencement of this insurance.
- 5 No Benefit will be paid to any Insured Person who is over the age of sixty five years at the commencement date of this policy.

**EXCLUSIONS**

No Benefit shall be payable under the Policy in respect of:

- 1 Any illness or Accident consequent upon directly or indirectly, of any of the following occurrences:
  - (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, riot, military rising, rebellion, revolution, insurrection, terrorism, sabotage, military or usurped power.
  - (b) Nuclear weapons material or ionizing radiation or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel.
  - (c) Earthquake.
  - (d) Suicide or any attempt thereat.
- 2 The Insured Person engaging in:
 

Motor cycling, the use of motor scooters, football or mountaineering or skiing, tobogganing or other similar winter sports or polo or racing horseback or on wheels, profession boxing or professional wrestling or underwater activities involving the use of compressed air and/or oxygen breathing apparatus or hang gliding or sky diving or parachuting or any professional sports team.
- 3 Any illness or Accident happening to the Insured Person whilst.
  - (a) engaging in air travel other than as bona fide fare-paying or ticket holding passenger in an aircraft fully licensed for the Carriage of passengers
  - (b) engaging in air travel in any aircraft owned by the insured person's employer.
  - (c) Insane or under the influence of intoxicating liquor or a drug.
- 4 Any illness or accident attributable either wholly or in part to hernia, venereal disease, pregnancy, childbirth or menopause.
- 5 Any pre-existing disease, ailment or physical problem for which medical treatment ( including any prescribed drug ) was required or recommended during the three months before the date of Policy inception and/or which has been diagnosed by a medical practitioner as ongoing but in remission.

**CONDITIONS**

- 1 **Change of Activities:** The insured before each renewal of the insurance shall give written notice to the Company of any change in the Insured Person's business or occupation or of any illness or physical defect or infirmity with which the Insured Person has become affected or of which he has become cognisant.
- 2 **Other Insurance:** The insured shall give written notice to the Company of any other insurance effected by him against accident or illness, unless such other insurance be by Life Policy covering death, Domestic Contents Policy, Motor Vehicle Policy or any type of travel insurance.
- 3 **Territorial Limits:** The insured shall give written notice to the Company of any intention of the Insured Person to travel beyond the limits of Fiji, New Zealand, Commonwealth of Australia or any South Pacific Islands and the intervening seas and the Company shall be entitled to make any variation to the conditions of the policy deemed necessary.

- 4 Disappearance:** Accidental death shall not in any way be presumed by the disappearance of the Insured Person except in the event of the total loss of the ship or aircraft on which he was travelling or death being assumed by legal process.
- 5 Assignment:** No assignee shall be entitled to any benefit payable under this Policy unless the Company shall be agreed to such assignment by endorsement on the policy.
- 6 Fraud:** If any claim under this policy shall be false or fraudulent in any respect then this insurance shall be void, no benefits shall be paid, and any benefits already paid will be recoverable by the Dominion.
- 7 Claims:**
- A. The Insured and/or Insured Person shall:
1. Immediately notify the Dominion of any occurrence which may give rise to a claim.
  2. Take all reasonable steps to prevent further loss.
  3. After the happening of any event in respect of which a claim is to be made, procure and follow medical advice from a duly registered practitioner.
  4. Within 30 days submit in writing full particulars of the occurrence and/or claim in such a form or manner as may be reasonably required by the Dominion so that any claim is not prejudiced.
  5. As often as required shall submit to medical examination on behalf of the Company at its own expense.
- B. In the event of any claim the Dominion shall be entitled:
1. To take proceedings in the name of the insured to obtain relief from any third party and undertake the conduct, control or compromise of any such proceedings.
- 8 Cancellation and Variations:**
- (a) The Insured may cancel this policy at any time in which case the Dominion will refund 80% of the unused premium.
- (b) The Dominion may cancel this policy or amend the terms, exclusions and limitations after 4.00pm on the 14th day following dispatch or written notice to the Insured's last known address. The Insured shall be entitled to a return of premium proportionate to the unexpired period of the cancelled policy.
- 9 Jurisdiction:** Notwithstanding anything contained in this policy to the contrary the indemnity provided herein shall not be apply to:
1. Any matter where an action for damages is brought in a court of law outside Fiji and not subject to Fiji law or where an action is brought in Fiji to enforce a foreign judgment whether by way of reciprocal agreement or otherwise.
  2. Costs and expenses of litigation which are not incurred within Fiji.
- 10 Premium payment:** Unless alternative premium payment terms have been agreed in writing this policy will become null and void 30 days after the original inception date or any subsequent renewal date unless the full annual premium has been paid to the Dominion.
- 11 Proposal:** The truth of the statements and answers in the proposal form submitted by the Insured shall be a condition precedent to any liability of the Dominion to make any payment under this Policy.