



Consolidated Hallmark Insurance Plc

Personal Accident Insurance

Policy Document



**CONSOLIDATED HALLMARK INSURANCE PLC
CONSOLIDATED HALLMARK HOUSE,
266, IKORODU ROAD
OBANIKORO - LAGOS.**

Web: www.consolidatedhallmark.com Email: info@consolidatedhallmark.com

IMPORTANT

It is important that you read the policy terms, provisions, exceptions and conditions and return the same for rectification within ten days. The Policy is not transferable from the insured to any other person unless the Company's written consent has been obtained.

This Policy is issued subject to the statutory provisions on premium payment (No advance payment of Premium No validity of Cover)

PERSONAL ACCIDENT INSURANCE - What We Cover

Depending on the terms and conditions contained in this policy, and after you have paid or agreed to pay us the premium, we will pay you or your legal representative against an accident or any liability incurred as described, during the period of insurance.

Benefits of cover available

The following table shows highlights of some of the major benefits available under the policy. Exclusions, limits and conditions apply so please refer to each Part for full details of coverage.

Tables of Benefits

DEATH	This is the amount payable in the event of Death of the Insured which is to be determined by the insured	₦0.00
PERMANENT DISABILITY	This is the amount payable in the event of Permanent Disability of the insured as a result of accident. The amount is to be determined by the insured which in most cases is usually same amount as the amount of the death benefit.	₦0.00
TEMPORARY TOTAL DISABILITY	This is the insured' s average weekly earnings for those that are engaged in employment. This amount is to be determined by the insured.	₦0.00
MEDICAL EXPENSES	This benefit is payable in the event of injury sustain by the insured whenever medical expenses is incurred as a result of accident. Amount to be determined by the insured.	₦0.00

THE SCHEDULE

POLICY NO:

THE COMPANY: CONSOLIDATED HALLMARK INSURANCE PLC

THE INSURED: XYZ

ADDRESS:

PERIOD OF INSURANCE: TO:

FIRST PREMIUM: ₦

SCHEDULE OF BENEFITS:

- (a) DEATH: ₦
- (b) PERMANENT DISABILITY: ₦
- (c) TEMPORARY DISABILITY ₦
- (d) MEDICAL EXPENSES: ₦

TABLE OF BENEFITS

Following an accident causing permanent disability injury or to an insured person, we will pay an amount calculated by applying the benefit percentage to the capital benefit sum insured shown in the schedule as follows:

<u>TOTAL PERMANENT DISABLEMENT</u>	<u>PERCENTAGE PAYABLE OF BASIC COMPENSATION</u>
Total paralysis .	100
Injuries resulting in being permanently bedridden .	100
Any other injury causing permanent total disablement from engaging in or giving attention to profession or occupation of any kind.	100
<u>PERMANENT PARTIAL DISABLEMENT</u>	
Loss of two limbs	100
Loss of both hands, or of all fingers and both thumbs	100
Total loss of sight of both eyes	100
Loss of leg-at hip	70
Between knee and hip	50

Below knee	35
Loss of toes - all	15
Great, both phalanges	5
Great, one phalanx	2
Other than great, if more than one toe lost, each...	1
Eye: loss of-whole eye	30
Sight of, except perception of light	30
Lens of	20
Loss of hearing - both ears	50
One ear	7
Loss of arm at shoulder	60
Loss of arm between elbow and shoulder	50
Loss of arm at elbow	47 1/2
Loss of arm between wrist and elbow	45
Loss of hand at wrist	42 1/2
Loss of four fingers and thumb of one hand	42 1/2
Loss of four fingers	35
Loss of thumb -both phalanges	25
one phalanx	10
Loss of index finger-three phalanges	10
two phalanges	8
one phalanx	4
Loss of middle finger-three phalanges	6
Two phalanges	4
One phalanges	2
Loss of ring finger-three phalanges	5

Two phalanges	4
One phalanx	2
Loss of little finger-three phalanges	4
Two phalanges	3
One phalanx	2
Loss of metacarpals - first or second(additional)	3
Third, fourth or fifth (additional)...	2

Furthermore...

- a) In the event of multiple injuries arising from one accident the total compensation for Partial Permanent Disability benefit shall not in the aggregate exceed the Basic Compensation under the Total Permanent Disability benefit.
- b) Permanent total loss of use of a member shall be treated as loss of that member only.
- c) Loss of sight of an eye means total and irrecoverable loss of all sight rendering the insured person absolutely blind in that eye beyond remedy by surgical or other treatment.
- d) Where any bodily injury not mentioned herein however small is sustained a percentage of permanent disability will be fixed which in the opinion of the Company is consistent with the above scale of fixed percentages.

EXCLUSIONS THAT APPLY TO ALL PARTS

These exclusions apply to all parts of this policy.

We will not pay an insured person or their estate any benefits if death, injury or disability arises from or is caused by:

1. Suicide
2. The insured person taking poisonous substances or drugs, unless these are taken or administered on medical advice;
3. The insured person driving a motor vehicle whilst having a percentage of alcohol in their breath or blood in excess of that permitted by law;
4. The insured person being in an aircraft, unless they are a passenger;
5. The insured person training or engaging in a sport from which they derive an income;
6. Any pre-existing medical condition, sickness or terminal disease;
7. Any sexually transmitted or transmissible disease;
8. Any illness;
9. War, hostilities whether war is declared or not, acts of foreign enemies, rebellion, revolution, civil war, invasion, insurrection or the use of military or usurped power;
10. Any order of any Government, Public or Local Authority involving the confiscation, nationalisation, requisition, damage or destruction of any property unless such destruction was undertaken to reduce the spread of fire;
11. Radioactivity or any radioactive substances; or nuclear fission or nuclear fusion
12. Death following or during pregnancy or childbirth

MEMORANDA ATTACHING TO AND FORMING PART OF PERSONAL ACCIDENT INSURANCE

MEMO 1: AGE LIMIT CLAUSE

Unless specifically stated to the contrary this insurance does not apply to persons who have attained the age of 65 years.

MEMO 3: DISAPPEARANCE CLAUSE

Notwithstanding anything herein contained to contrary, it is agreed that if after a period of 12 months have elapsed and the underwriters having examined all evidence available shall have no reason to suppose other than an accident has occurred the disappearance of a life insured shall be considered to constitute a claim under this policy.

It is further agreed that if at any time after payment has been made a life insured is found to be living any sums paid by the underwriters in settlement of claim shall be refunded to them.

MEMO 4: MEDICAL EXPENSES

In consideration of the payment of an additional premium, it is hereby declared and agreed that in the event of the Assured Persons incurring any medical, surgical, hospital, nursing home or massage expenses in connection with any bodily injury resulting solely and directly from an accident caused by violent, external and visible means the insurers shall refund to the Assured Persons such expenses necessarily incurred and paid up to but not exceeding the sum shown against each Assured Persons in respect of any such accident. It is a condition precedent to the Insurers liability for the payment of such expenses that detailed account of the medical attendant, surgeon, hospital nursing home or masseur shall be submitted to and approved by the insurers if the insurers so require.

MEMO 5: EXPOSURE CLAUSE

It is hereby agreed that subject otherwise to its terms, limitations and conditions, this insurance shall apply in case of bodily injury caused by exposure to the elements as a result of an accident covered by the policy.

MEMO 6: JURISDICTION CLAUSE

It is understood and agreed that this policy is governed by Nigerian law and any dispute arising out of any action shall be within the exclusive jurisdiction of the Nigerian courts.

Further, the company shall not be liable in respect of a judgement or order obtained in Nigeria for the enforcement of a judgement obtained in any other country.

DEFINITIONS



The following definitions shall apply to these words when used in your policy.

Death / Bodily injury

Death / bodily injury means death or bodily injury as “the direct result of an accidental, external, violent and visible cause.

Accident

Accident means a single event that results in bodily injury that is both unexpected and undesired by an insured person, provided that this shall not include any event that results in sickness or disease.

Permanent total disability

Permanent total disability arises where the insured is unable to engage in his/her usual employment or occupation for which they are suited by training, education, or experience as a result of accident.

Temporary total disability

Temporary total disability is an injury that does not result in death or permanent disability, but makes the injured person unable to perform regular duties or activities.

Amount Payable

This is the benefit payable to the insured in the event of a claim and the amount is usually stated in the policy schedule.

Complete fracture

Complete fracture means a fracture in which the bone is broken completely across and no connection is left between the pieces.

Endorsement

Endorsement means an individual document that we give you that attaches to and forms part of your policy. This document varies the terms and conditions of your policy.

Illness

Illness means any sickness or disease, which first becomes apparent during the period of insurance.

Insured

Insured means you, your or any person named as the Insured in your schedule.

Insured person

Insured person means any person shown in the schedule as an Insured Person.

Insured person' s occupation

Insured person' s occupation means the insured person' s usual business or occupation immediately prior to an accident.

Period of insurance

Period of insurance means the period of validity of your insurance, as shown in your schedule, subject to the policy terms and conditions.

Premium

Premium means the amount(s) shown in your schedule that you have to pay for the cover we provide.

Proposal

Proposal means the document you complete to apply for this insurance

Schedule

Schedule is the policy page which describes the insured person and the benefits payable in the event of accidental death or injury.

Simple fracture

Simple fracture means a fracture in which there is a basic and uncomplicated break in the bone and which in the opinion of a doctor requires minimal and uncomplicated medical treatment.

Weekly benefits

Weekly benefits means the amount specified in the schedule as Weekly Benefits.

Year

Year means a period of 365 consecutive days or 366 consecutive days in a leap year.

Estate

Estate means your survivors.

GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to your policy:

1. Alteration of risk

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage, injury, illness or liability.

2. Cancellation

- (a) You may cancel this policy at any time by notifying us in writing.
- (b) We may cancel this policy by notifying you in writing, if you are in breach of any of the terms or conditions, or for any other reason available at law.

Notice of cancellation has the effect of cancelling this policy at 4.00pm on the 30th business day, after the day on which notice was sent to you.

- (c) (i) After cancellation by you, we will be entitled to retain:
 - (1) the pro rata premium for the period during which the policy has been in force; and
 - (2) any tax or duty paid or owing for which we are unable to obtain a refund.
- (ii) After cancellation by us, you will be entitled to a refund on a pro rata basis in relation to the unexpired period of insurance.

You will not receive a refund if you have made a claim or you become entitled to make a claim under the policy which is greater than 65% of the premium paid.

3. Fraudulent claims

If you or any party covered by your policy makes a claim or arranges for some other party to make a claim that is in any way false, dishonest or fraudulent, then payment of the claim may be refused.

4. Medical examination

We shall be entitled at our expense to have any insured person medically examined or in the event of death, a post mortem examination carried out. We will give the insured person or their legal representative reasonable notice of the medical examination.

5. Notifications

All notices and communications to us must be made or confirmed in writing by you and sent to the office where your policy was issued or your intermediary. Other forms of communication will not be acted upon by us until confirmed in writing by you.

6. Other insurance and contribution

When you make a claim on your policy you must also supply us with written details of all other policies that may also pay or partially pay that claim.

7. Precautions

You must take all reasonable care to prevent or minimise loss, damage, injury, illness or liability, including your compliance with any law, by-law, ordinance or regulation that concerns the safety of persons or property.

HOW TO CLAIM

1. In the event of a claim

Following an accident causing injury or disability to an insured person, the insured person must promptly:

- (a) obtain and follow medical advice from a qualified medical practitioner; and

- (b) obtain a certificate from a qualified medical practitioner confirming the nature and extent of the injury or disability.

2. How to make a Claim

To make a claim under your policy, you must:

- (a) tell us what happened immediately. You can contact us on or contact your intermediary, as soon as practicable (but definitely within two 2 weeks);
- (b) complete our claim form and send it to us promptly if we request it; and
- (c) provide any other information or help which we may request to support your claim.

After you have made a claim under your policy, we have the sole right to act in your name and on your behalf to negotiate or settle any claim. If we do this, it will be at our expense.

You must give us all the help and information we need to pursue these claims.

3. After your claim is accepted

After we have paid a claim under your policy, either in total or in part, we have the right to take over any legal right of recovery which you have. If we do this, it will be for our benefit and at our expense (if you have been fully reimbursed). You must provide full cooperation