

## **INSURANCE POLICY PERSONAL ACCIDENT PLUS**

### **INTRODUCTION**

Whereas the Insured by a Proposal and Declaration which shall be the basis of this contract and is deemed to be incorporated herein as applied to **Ypera Insurance Co. Ltd** (hereinafter referred to as the company) for the insurance hereinafter contained and has paid or agreed to pay the Premium as consideration for such insurance.

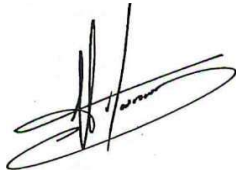
For the Sections of the Policy applicable to this Insurance refer to «Insurance Provided» in the Policy Schedule including any amending endorsement.

This Policy witnesses that in respect of events occurring during the Period of Insurance and subject to the terms exceptions and conditions contained herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy), provides cover as mentioned hereunder.

The policy and the schedule shall be considered as one document and any word or expression to which a specific meaning has been attached shall bear that meaning wherever it may appear.

For verification of the covered risk which apply in relation to insurance that refer to “The cover Provided” included in the Schedule of Benefits or any Endorsement attached there to.

Sign for and behalf of the company



Managing Director

### **DEFINITIONS**

#### **Policyholder**

The person or legal entity that signs a contractual agreement with the Company and is responsible for the payment of premiums, as defined in the policy Schedule.

#### **Insured**

Wherever used in this Policy shall mean the Proposed Insured as stated in the Application.

#### **Application**

Wherever used in the Policy means the Application and the Schedule of Benefits set forth thereon which is attached hereto and which forms a part of this Policy as fully as though if appeared over the signatures hereto affixed.

#### **Injury**

Wherever used in this form means accidental bodily injury occurring while this Policy is in force as to the Insured whose Injury is the basis of claim and resulting, directly and independently of all other causes, in loss covered by the Policy.

Injury means accidental bodily injury of the insured caused: (a) during the insurance period as specified in the contract table and/or in any given insurance period for which renewal premiums have been paid. (b) by accidental, violent, external and visible means which is the sole and immediate cause of death or disability of the insured.

**Physician**

Wherever used in this form means a person legally licensed to practice medicine and/or surgery other than the Insured or a member of the Insured's immediate family.

**Hospital**

Wherever used in this form means an establishment which meets all of the following requirements:

- holds a license as a hospital, if such license is required by the country or government jurisdiction;
- operates primarily for the reception, follow up observation, care and treatment of sick, ailing or injured persons as in-patients;
- provides 24-hour a day nursing service by registered or graduate nurses;
- has a staff of one or more physicians available at all times;
- provides organized facilities for diagnosis and major surgical procedures;
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; and
- maintains X-ray equipment and operating room facilities.

**In-Hospital Confinement**

Means that a person is registered as a bed patient for more than 24 hours in a hospital (as per hospital definition) and incurs a daily room and board charge.

**Reasonable and Customary**

Shall be deemed to refer to a charge for medical care which shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar disease or injury.

**Confined**

Wherever used in this form means confined in a hospital or legal residence during which time the Insured is under the continuous care of a Physician.

**Loss**

Wherever used in this document with reference to organ or means either anatomical or total and irrecoverable loss of this functionality.

**Total and Permanent Disability**

Wherever used in this form means that the Insured is unable to deal in any occupation or employment for remuneration or for profit for which the Insured is reasonably properly qualified by education, training or experience.

**Maximum Benefit**

Wherever used in this form means the amount stated in the Application and on the Schedule of Benefits.

**Waiting Period**

Wherever used in this document means the number of consecutive days as indicated in the Schedule of Benefits, starting from the first day that the Insured is an inpatient in a hospital or clinic or is totally disabled for which no benefit is payable.

**Elimination Period**

Wherever used in this form means the number of consecutive days as stated in the Schedule of Benefits, commencing with the first day the Insured is confined in a Hospital and/or is Totally Disabled, for which no benefits are payable.

**Weekly Benefit**

It means the amount of benefit that is payable in case of Temporary Total Disability of the Insured. The weekly benefit for Temporary Total Disability will not exceed 104 consecutive weeks from the date of an accident.

**Dread Disease Benefit**

Is the amount of benefit that is payable in case one of the Dread Diseases, which are mentioned in paragraph Benefit L (Dread Diseases) has arisen, been declared and diagnosed.

**Death Benefit**

Is the amount that is payable to the nominal beneficiaries of the insured or to the persons to be appointed in case of his/her death caused from one of Dread Diseases that are mentioned in paragraph Benefit L (Dread Diseases).

**Benefit**

Means the amount payable by the company as long as specified in the Policy Table that results in:

- a. Accidental Death (Benefit A)
- b. Permanent Total Disability (Benefit B)
- c. Permanent Partial Disability (Benefit C)
- d. Temporary Total Disability (Benefit D)
- e. Medical Expenses (Benefit E)
- f. Medical Devices (Benefit F)
- g. Home Modifications (Benefit G)
- h. Extended Coverage for Hazardous Sports (Benefit H)
- i. Transportation to and from abroad (Benefit I)
- j. Repatriation of Mortal Remains (Benefit J)
- k. Travel Cost of Accompany Family Member (Benefit K)
- l. Dread Diseases (Benefit L)
- m. Death Benefit (Benefit M)

**Benefit A - Death of the Insured**

When injury results in loss of life of the Insured, within three hundred and sixty-five (365) days after the date of the accident, the Company will pay the Principal Sum.

**Benefit B - Permanent Total Disability**

When, as the result of injury and commencing within three hundred and sixty-five (365) days after the date of the accident the Insured is Totally and Permanently Disabled and such disability has continued for a period of twelve (12) consecutive months and is total, continuous and permanent at the end of this period, the Company will pay the Principal Sum, less any other amount paid or payable under this form as a result of the same accident.

**Benefit C – Permanent Partial Disability**

When injury results in any of the following losses, within three hundred and sixty-five (365) days after the date of the accident, the Company will pay a percentage of the Principal Sum according to the following schedule:

	<b><u>Right</u></b>	<b><u>Left</u></b>
Loss of an upper limb over the elbow .....	70%	60%
Loss of the hand or of forearm .....	60%	50%
Loss of a lower limb over the Knee .....	60%	60%
Loss of a lower limb at the Knee or underneath the Knee .....	50%	50%
Loss of a foot .....	40%	40%
Loss of the thumb .....	18%	16%
Loss of the second finger .....	14%	12%
Loss of the fifth finger .....	12%	10%
Loss of the middle finger .....	8%	6%
Loss of the fourth finger .....	8%	6%
Loss of the big toe .....	5%	5%
Loss of any other toe .....	3%	3%
Complete deafness of one ear .....	10%	
Complete deafness of both ears .....	100%	
Complete loss of sight of one eye .....	50%	
Complete loss of sight of both eyes .....	100%	
Complete loss of speech .....	100%	
Complete paralysis of the body .....	100%	

In case that the Insured is left-handed and this has been stated in the proposal the percentages applying to losses pertaining to the left upper limb will be those under "Right" above and vice versa. Should the injury result in physical impairment, the above-mentioned percentages will be reduced in proportion to the loss of its function. In case of loss of several organs or limbs, the indemnity is established by adding the percentages corresponding to each single loss up to a maximum limit 100%. The indemnity for loss of the phalanx of the thumb is half the percentage established for the loss of the respective finger, the same is applied for loss of a phalanx of the big toe while for the loss of a phalanx of any other finger or toe one third of the percentage is applied. In case of anatomical loss or reduction in the function of an organ or limb already impaired the above-mentioned percentages are reduced according to the degree of pre-existing disability.

**Benefit D - Temporary Total Disability**

"Totally Disabled" wherever used in this form means the Insured is unable, due to injury, to be engaged in any occupation or employment for compensation or profit for which the Insured is reasonably qualified by education, training or experience.

When, as a result of injury and commencing within ninety (90) days after the date of the accident, the Insured is Totally Disabled the Company will pay periodically the Weekly Benefit stated in the Schedule of Benefits, for a maximum period of one hundred four (104) weeks or until the Insured attains seventy (70) years of age, whichever occurs first and during which time the Insured shall continue to be Totally Disabled commencing immediately following the Elimination Period (if any).

If the Insured is confined for a portion of a week, one seventh (1/7) of the Weekly Benefit shall be payable for each day the Insured is Totally Disabled, subject to the Elimination Period.

**Benefit E - Medical Expenses**

When, by reason of Injury, and commencing within thirty (30) days after the date of the accident, the Insured shall require treatment by a Physician, use of Hospital facilities, or the employment of a licensed or graduate nurse while at the Hospital, the Company will pay the reasonable, customary and necessary medical expenses incurred within fifty-two (52) weeks from the date of the accident for such Physician treatment Hospital charges and nurse fees which are in excess of the Deductible (if any) stated in the Schedule, but not to exceed the amount payable stated in the Schedule as the result of any one accident.

**Benefit F - Medical Devices**

The Contract extends to cover Medical Devices which are recommended and prescribed by a Doctor, to make life for the Insured easier.

**Benefit G - Home Modifications**

The Contract extends to cover necessary modifications at Insured's residence, in the event of paralysis in an event where the Insured is in need of a wheelchair after an Accident.

**Benefit H - Extended Coverage for Hazardous Sports**

The Contract extends to cover the Insured as on amateur for the following Sports Activities: Football, water polo, tennis, hiking, fishing, skiing on snow or water, basketball, horse riding, shooting, handball, hunting, wind surfing.

**Benefit I - Transportation to and from abroad**

The Contract extends to cover up to the annual maximum amount as specified on the Schedule of Benefits for emergency airambulane transportation after sudden medical emergency when the health of the Insured is serious and every second counts in saving his life.

**Benefit J - Repatriation of Mortal Remains**

The Contract extends to cover the Insured up to the annual maximum amount as specified on the Schedule of Benefits in the event of death from an Accident while traveling abroad, the Repatriation of Mortal remains from the place of Accident to the place of residence.

**Benefit K – Travel Cost of Accompany Family Member**

The contract extends to cover a round trip economy class ticket available to family member or close relative, if hospitalization of the Insured after an accident while traveling lasts more than ten (10) days. It also extends to cover accommodation for a relative with maximum amount as defined on Schedule of Benefits.

**Benefit L – Dread Diseases**

This policy is extended to cover the Insured up to the amount specified in the Schedule in case one of the following Dread Diseases has arisen, been declared and diagnosed three months after the inception of this policy. The amount will be payable only if the Insured is alive 30 days after the date from the date the Insurance event occurred. This benefit terminates upon a payment of a claim of one of the following Dread Diseases. If a payment is made under the Dread Diseases benefit then this benefit ceases to exist both in the current insurance period as well as in any renewal periods thereafter. It is understandable that the diagnosis of the Dread Disease shall be made by a registered active doctor.

## DEFINITIONS OF DREAD DISEASES

The following definitions are valid for the purpose of this coverage.

### 1. Major Cancers

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissue. This diagnosis must be supported by histological evidence of malignancy and confirmed by an oncologist or pathologist.

The following are excluded:

- a. Tumors showing the malignant changes of carcinoma-in-situ and tumors which are histologically described as pre-malignant or non-invasive, including but not limited to: Carcinoma-in-situ of the Breasts, Cervical Dysplasia CIN-1, CIN-2 and CIN-3.
- b. Hyperkeratosis, basal cell and squamous skin cancers and melanomas of less than 1.5 mm Breslow thickness, or less than Clark Level 3, unless there is evidence of metastases.
- c. Prostate cancers histologically described as TNM Classification T1a or T1b or Prostate cancers of another equivalent of lesser classification, T1N0M0 Papillary micro-carcinoma of the Thyroid less than 1 cm in diameter, Papillary micro-carcinoma of the Bladder and Chronic Lymphocytic Leukaemia less than RAI Stage3.
- d. All tumors in the presence of HTV infection.

### 2. Heart Attack

Death of a portion of the heart muscle arising from inadequate blood supply to the relevant area. This diagnosis must be supported simultaneously by three or more of the following five criteria which are consistent with a new heart attack:

- a. History of a typical chest pain.
- b. New electrocardiogram (ECG) changes proving infarction
- c. Diagnostic significant elevation of cardiac enzyme CK-MB.
- d. Diagnostic elevation of Troponin (T or I).
- e. Left ventricular ejection fraction less than 50% measured 3 months or more after the event.

### 3. Stroke

A cerebrovascular incident including infarction of brain tissue, cerebral and subarachnoid haemorrhage, cerebral embolism and cerebral thrombosis. This diagnosis must be supported by all of the following conditions:

- a. Evidence of permanent neurological damage confirmed by a neurologist at least six weeks after the event.
- b. Findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques consistent with the diagnosis of a new stroke.

The following are excluded:

- a. Transient Ischaemic Attacks.
- b. Brain damage due to an accident or injury, infection, vasculitis and inflammatory disease.
- c. Vascular disease affecting the eye or optic nerve.
- d. Ischaemic disorders of the vestibular system.

### 4. Coronary Artery By-Pass Surgery

The actual undergoing of open-chest surgery to correct the narrowing or blockage of one or more coronary arteries with by-pass grafts. This diagnosis must be supported by angiographic evidence of significant coronary artery obstruction and the procedure must be considered medically necessary by a consultant cardiologist. Angioplasty and all other intraarterial, catheter based techniques, "Keyhole" or laser procedures are excluded.

### 5. Kidney Failure

Chronic irreversible failure of both kidneys requiring either permanent renal dialysis or kidney transplantation.

## **6. Aplastic Anaemia**

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- a. Blood product transfusion.
- b. Marrow stimulating agents.
- c. Immunosuppressive agents or
- d. Bone marrow transplantation.

The diagnosis must be confirmed by a Haematologist.

## **7. Blindness (Loss of Sight)**

Total and irreversible loss of sight in both eyes as a result of illness or accident. The blindness must be confirmed by an Ophthalmologist.

## **8. End Stage Lung Disease**

End Stage lung disease, causing chronic respiratory failure. This diagnosis must be supported by evidence of all of the following:

- a. FEV1 test results which are consistently less than 1 litre.
- b. Permanent supplementary oxygen therapy for hypoxemia.
- c. Arterial blood gas analyses with partial oxygen pressures of 55 mm Hg or less.
- d. Dispnea at rest.

The diagnosis must be confirmed by a respiratory physician.

## **9. End Stage Liver Failure**

End stage liver failure as evidenced by all of the following:

- a. Permanent jaundice.
- b. Ascites and
- c. Hepatic encephalopathy.

Liver disease secondary to alcohol or drug abuse is excluded.

## **10. Coma**

A coma that persists for at least 96 hours. This diagnosis must be supported by evidence of all of the following:

- a. No response to external stimuli for at least 96 hours.
- b. Life support measures are necessary to sustain life.
- c. Brain damage resulting in permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

Coma resulting directly from alcohol or drug abuse is excluded.

## **11. Deafness (Loss of Hearing)**

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by audiometric and sound-threshold tests provided and certified by an Ear, Nose, and Throat (ENT) Specialist.

"Total" means the loss of at least 80 decibels in all frequencies of hearing.

## **12. Heart Valve Surgery**

The actual undergoing of open-heart surgery to replace or repair heart valve abnormalities. The diagnosis of heart valve abnormality must be supported by cardiac catheterization or echocardiogram and the procedure must be considered medically necessary by a consultant Cardiologist.

**13. Loss of Speech**

Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, and Throat (ENT) Specialist.  
All psychiatric related causes are excluded.

**14. Major Burns**

Third (3<sup>rd</sup>) degree (full thickness of the skin) burns covering at least 20% of the surface Life Assured's body.

**15. Major Organ/Bone Marrow Transplantation**

The receipt of a transplant of:

- a. Human bone marrow using haematopoietic stem cells preceded by total bone marrow ablation.
- b. One of the following human organs: heart, lung, pancreas, liver, kidney that resulted from irreversible and stage failure of the relevant organ.

Other stem cell transplants are excluded.

**16. Multiple Sclerosis**

The definite occurrence of Multiple Sclerosis. The diagnosis must be supported by all of the following:

- a. Investigations which unequivocally confirm the diagnosis to be Multiple Sclerosis.
- b. Multiple neurological deficits which occurred over a continuous period of at least 6 months.
- c. Well documented history of exacerbations and remissions of said symptoms or neurological deficits.

Other causes of neurological damage such as SLE and HIV are excluded.

**17. Paralysis (Loss of Use of Limbs)**

Total and irreversible loss of use of at least 2 entire limbs due to injury or disease. This condition must be confirmed by a consultant Neurologist.

Self-inflicted injuries are excluded.

**18. Parkinson's Disease**

The unequivocal diagnosis of idiopathic Parkinson's Disease by a consultant Neurologist. The diagnosis must be supported by all of the following conditions:

- a. The disease cannot be controlled with medication.
- b. Signs of progressive impairment.
- c. Inability of the Life Assured to perform (whether aided or unaided) at least 3 of the following 6 "Activities of Daily Living" for a continuous period of at least 6 months.

Activities of Daily Living:

- a. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
- b. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
- c. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa.
- d. Mobility: the ability to move indoors from room to room on level surfaces.
- e. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
- f. Feeding: the ability to feed oneself once food has been prepared and made available.

Drug-induced or toxic causes of Parkinsonism are excluded.

**19. Surgery of Aorta**

The actual undergoing of major surgery to repair or correct an aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

Surgery performed using only minimally invasive or intra-arterial techniques are excluded.

**20. Alzheimer's Disease / Severe Dementia (prior to age 60)**

Deterioration or loss of intellectual capacity as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease or irreversible organic disorders, resulting in significant reduction in mental and social functioning requiring the continuous supervision of the life assured. This diagnosis must be supported by the clinical confirmation of an appropriate consultant and supported by the Company's appointed doctor.

The following are excluded:

- a. Non-organic diseases such as neurosis and psychiatric illness.
- b. Alcohol related brain damage.

**20. Fulminant Hepatitis**

A sub massive to massive necrosis of the liver by the Hepatitis virus leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- a. Rapid decreasing of liver size.
- b. Necrosis involving entire lobules, leaving only a collapsed reticular framework.
- c. Rapid deterioration of liver function tests.
- d. Deepening jaundice.
- e. Hepatic encephalopathy.

**22. Primary Pulmonary Hypertension**

Primary Pulmonary Hypertension supported by at least three of the following criteria. The diagnosis must be confirmed by investigations including cardiac catheterization.

- a. Pulmonary artery pressure at least 30 mm HG or above.
- b. ECG signs of right heart hypertrophy (RV1 plus SV5 > 1,05mV).
- c. Reduced blood oxygen concentration at rest.
- d. Echocardiography: enlarged right ventricle diameter > 30mm.

**23. Terminal Illness**

The conclusive diagnosis of an illness that is expected to result in the death of the life assured within 12 months. This diagnosis must be supported by a specialist and confirmed by the Company's appointed doctor. Terminal illness in the presence of HTV infection is excluded.

**24. Benign Brain Tumor**

A benign tumor in the brain where all of the following conditions are met:

- a. It is life threatening.
- b. It has caused damage to the brain.
- c. It has undergone surgical removal or, if inoperable, has caused a permanent neurological deficit.
- d. Its presence must be confirmed by a Neurologist or Neurosurgeon and supported by findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques.

The following are excluded:

- a. Cysts.



- b. Granulomas.
- c. Vascular Malformations.
- d. Haematomas
- e. Tumors of the pituitary gland or spinal cord.

**25. Encephalitis**

Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a consultant Neurologist and the permanent neurological deficit must be documented for at least 6 weeks. Encephalitis caused by HIV infection is excluded.

**26. Poliomyelitis**

The occurrence of Poliomyelitis where the following conditions are met:

- a. Poliovirus is identified as the cause.
- b. Paralysis of the limb muscles or respiratory muscles must be present and persist for at least 3 months.

**27. Bacterial Meningitis**

Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 6 weeks. This diagnosis must be confirmed by:

- a. The presence of bacterial infection in cerebrospinal fluid by lumbar puncture.
- b. A consultant Neurologist.

Bacterial Meningitis in the presence of HIV infection is excluded.

**28. Major Head Trauma**

Accidental head injury resulting in permanent neurological deficit to be assessed no sooner than 6 weeks from the date of the accident. This diagnosis must be confirmed by a consultant Neurologist and supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques.

The accident must be caused solely and directly by accidental violent, external and visible means and independently of all other causes.

The following are excluded:

- a. Spinal cord injury.
- b. Head injury due to any other causes.

**29. Apallic Syndrome**

Universal necrosis of the brain cortex with the brainstem intact. This diagnosis must be definitely confirmed by a consultant Neurologist holding such an appointment at an approved hospital. This condition has to be medically documented for at least one month.

**30. Other Serious Coronary Artery Disease**

The narrowing of the lumen of at least one coronary artery by a minimum of 75% and of two others by a minimum of 60%, as proven by coronary arteriography, regardless of whether or not any form of coronary artery surgery has been performed.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery. Diagnosis must be supported by all of the following conditions:

- a. Limitation of physical activity:
- b. Stress ECG with ST segment depression of at least 2 mm in 2 leads.
- c. Movement impairment of at least two heart muscle segments imaged in a stress echo.

### **31. Progressive Scleroderma**

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following are excluded:

a. Localized scleroderma (linear scleroderma or morphea)

b. Eosinophilic fasciitis.

c. CREST syndrome.

### **32. Systemic Lupus Erythematosus with Lupus Nephritis**

A multi-system, multifactorial, autoimmune disorder characterized by the development of auto-antibodies directed against own renal tissue. In respect of this contract, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy and in accordance with the WHO classification).

The final diagnosis must be confirmed by a certified doctor specializing in Rheumatology, Immunology or Nephrology.

The WHO Classification of Lupus Nephritis:

Class I	:	Minimal Change Lupus Glomerulonephritis
Class II	:	Mesangial Lupus Glomerulonephritis
Class III	:	Focal Segmental Proliferative Lupus Glomerulonephritis
Class IV	:	Diffuse Proliferative Lupus Glomerulonephritis
Class V	:	Membranous Lupus Glomerulonephritis
Class VI	:	Advanced Sclerotic Glomerulonephritis

### **Benefit M – Death Benefit**

This policy is extended to cover the Insured, up to the amount specified in the Schedule for the following expenses in case the insured loses his life three months after the inception of this policy as a result of one or more dread diseases, mentioned in paragraph Benefit L (Dread Diseases), has arisen, been declared and diagnosed. It is understandable that the Death Benefit will be payable when the above mentioned Dread Disease has arisen, been declared and diagnosed during this policy. The Death Benefit will be payable to the nominal beneficiaries of the insured or to the persons to be appointed in case of his/her death and will cover the following benefits:

- a) Legal Advisor's
- b) Property Administrator
- c) Funeral
- d) Family
- e) Forensic Expenses

### **A. COVERAGE**

This policy covers the Insured against accidental bodily injury. In such case, the Company will pay to the Insured or in case of death, the legal personal representatives the sum or sums of money specified in the Schedule of Benefits, the relevant benefit or benefits.

### **B. THE BENEFITS**

The benefits Welfare of this Contract shall only be payable when presented testimonies that meets the Company requirements and in accordance with the following provisions:

- The total amount payable for permanent disability in each period of insurance shall not exceed the amount specified in the Benefit B.
- The total amount payable under Benefit B from injury to more than one part of the body or parts thereof shall not exceed the amount payable in connection with such injury to the entire body or part of.
- We will not pay for more than one benefit of A and B.
- Any amount payable under the Benefit A or B will be reduced by the total of any payments to be made pursuant to the Benefit C in the same period of insurance.
- In case of payment of Benefit A or the maximum amount for Benefit B, or the maximum amount for Benefit C and with effect from the date of the accident which resulted in such payment, the Company will be exempted from any requirement pursuant to the contract, except for expenses incurred in accordance with the Benefits E, G, H and arising from the same accident.
- In relation to Benefit D no payment will be made by the Company in excess of 104 consecutive weeks.
- The payment of Benefit L will be payable only once and once paid the Benefit will cease to apply.

- The payment of Benefit M will be payable if death has occurred from one or more Dread Diseases mentioned in paragraph Benefit L.

## **G. EXCEPTIONS**

This Policy does not cover any loss or expense caused by or resulting from:

- 1) intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane; nor
- 2) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, strike, civil war, rebellion, revolution, insurrections, conspiracy, military or usurped power, martial law, or state of siege, or any of the events or causes which determine the proclamation of or enforcement of martial law or state of siege, seizure, quarantine; or customs regulations; or nationalization by or under the order of any government or public or local authority; or any weapon or instrument employing atomic fission or radioactive force, whether in time of peace or war; nor
- 3) any period a Named Insured is serving in the Armed Forces of any country or international authority, whether in peace or war, and in such an event the Company, upon written notification by the Insured shall return the pro-rata premium for any such period or service; nor
- 4) loss sustained or contracted in consequence of a Insured being intoxicated or under the influence of any narcotic unless administered on the advice of a physician; nor
- 5) any loss of which a contributing cause was the Insured's attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Insured; nor
- 6) while entering or exiting any aircraft, except on aircraft performing regular flights or Charter flights for transporting passengers which the Insured is traveling as a passenger and not as a crew member or for the purpose of undertaking any work or technical manipulations therein; nor
- 7) congenital anomalies and conditions arising out of or resulting therefrom; nor
- 8) an opportunistic infection, a malignant neoplasm or suicide, if at the time of such death, disability and/or incurred medical expenses there is present in the subject Insured an "Acquire Immune Deficiency Syndrome".
  - For the purposes of this Endorsement the term "Acquired Immune Deficiency Syndrome" shall have the meanings assigned to it by the World Health Organization. A copy of the definitions is maintained in the Company's Head Office in the country of issue of the Policy.
  - "Opportunistic Infection" includes, but is not limited to, pneumocystic carinii pneumonia, organism of chronic enteritis, virus and/or disseminated funge infection.
  - Malignant neoplasm shall include, but not be limited to, Kaposi's sarcoma, central nervous system lymphoma, hairy-cell leukemia and/or other malignancies now known or which become known as immediate cause of death, disability and medical expenses incurment in the presence of Acquired Immune Deficiency.
  - Acquire Immune Deficiency Syndrome shall include H.I.V. (Human Immune Deficiency Virus) encephalopathy (dementia) and H.I.V. (Human Immune Deficiency Virus) Wasting Syndrome.
- 9) bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease; nor
- 10) pregnancy, resulting childbirth and miscarriage; nor
- 11) any mental or nervous disorders psychopathic disorders or real cures; nor
- 12) cosmetic or plastic surgery, except as a result of injury; nor
- 13) dental care or surgery except to sound natural teeth occasioned by injury covered with this Policy. X-ray submission is obligatory.
- 14) any physical injury that will result in hernia.
- 15) any pre-existing conditions.

The Insured shall, if so required and as a condition precedent to any liability of the Company, prove that the loss did not in any way arise under or through any of the above excepted circumstances or causes.

## **POSTPONEMENT OF EFFECTIVE DATE**

No Insurance provided by this Policy shall become effective as to the Insured if such the Insured is hospital confined disabled or receiving payment for a claim when such Insurance would otherwise take effect. The coverage on such person shall take effect thirty-one (31) days after such hospital confinement or disability terminates, or payment of claim ceases, whichever is the latter.

## **UNIFORM PROVISIONS**

### **Entire Contract – Changes**

This Policy, together with the Application, a copy of which is attached hereto and made a part hereof, as well as any forms, riders and endorsements hereto, constitutes the entire contract of Insurance.

No change in this Policy shall be valid until approved by an officer of the Company and unless such approval be endorsed hereon or attached hereto. No insurance advisor has authority to change this Policy or to waive any of the provisions of this Policy.

### **Consideration**

This Policy is issued in consideration of the payment in advance of the premium specified in the Schedule.

### **Effective Date**

This Policy takes effect on the Effective Date stated on the Application. After taking effect this Policy continues in effect until the Renewal Date and may continue in effect thereafter subject to the "Grace Period" and "Renewal Conditions" set forth herein. All periods of Insurance shall begin and end at 00:01 at the residence of the Insured.

### **Renewal Conditions**

This Policy may be renewed with the consent of the Company from term to term by the payment in advance of the total premium specified by the Company, which premium shall be at the Company's premium rate in force at the time of renewal, subject to the "Grace Period" and all other terms and conditions of this Policy. Unless renewed as per renewal conditions, this Policy shall terminate at the expiration of the period for which a premium has been paid subject to the "Grace Period" condition.

### **Grace Period**

A grace period of thirty-one (31) days will be granted to be for the payment of each premium falling due after the first premium, during which time the Policy shall continue in force, unless the Policy has been cancelled in accordance with "Cancellation Clause". However, if loss occurs within the Grace Period, any premium then due and unpaid will be deducted in settlement.

### **Notice of Claim**

Written notice of claim must be given to the Company within ten (10) days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is responsibly possible. In the event Accidental Death is covered by this Policy, immediate notice thereof must be given to the Company. Written notice of claim given by or on behalf of the Insured to the Home Office of the Company, or to any authorized official of the Company with information sufficient to identify the Insured shall be deemed as notice to the Company.

### **Claim Forms**

The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually required by the Company for filing proofs of loss.

### **Time for filing Claim Forms**

Completed claim forms and written proof of loss must be furnished to the home Office of the Company within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not possible to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

### **Time of Payment of Claim**

Benefits payable under this Policy for any loss other than loss for which this Policy provides any periodic payment will be paid immediately upon receipt of due written proof of such loss. Subject to due written proof of loss all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly and any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof.

**To Whom Indemnities are Payable**

Indemnity, if any, for loss of life of the Insured is payable to the Beneficiary for such Insured named in the Application provided such Beneficiary survives the Insured by thirty (30) days, otherwise to the estate of the Insured. All other indemnities of this Policy are payable to the Insured. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of the payment.

**Change of Beneficiary**

No change of beneficiary under this Policy shall bind the Company, unless consent thereto is formally endorsed thereon by an officer of the Company.

**Medical Examination**

The Company, at its own expense, shall have the right and opportunity to examine a Named Insured when and as often as the Company may reasonably require during the pendency of a claim hereunder, and also the right and opportunity to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions**

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. The claim of the insured person will be considered as abandoned and all the benefits will be deducted if the insured does not file a court action within three (3) months from the date his/her claim was rejected by the Insurance Company.

**Misstatement of Age**

If the age of any Insured has been misstated, all amounts payable under this Policy shall be such as the premium paid would have purchased at the correct age. In the event the age of the Insured has been misstated and if, according to the correct age of the Insured, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then the liability of the Company during the period the Insured is eligible for coverage shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.

**Assignment**

No assignment of interest under this Policy shall be binding upon the Company unless and until the written original or a duplicate thereof is filed at the Home Office of the Company. The Company does not assume any responsibility for the validity of any assignment.

**Cancellation**

The Company may cancel this Policy at any time by written notice delivered to the Owner and/or to the Insured, or mailed to the last address as shown by the records of the Company, stating when, not less than fifteen (15) days thereafter, such cancellation shall be effective. In the event of cancellation, the Company will return promptly the pro-rata unearned portion of any premium actually paid by the Owner and/or the Insured. Such cancellation shall be without prejudice to any claim originating prior thereto. In the event the Policy is cancelled by the Owner and/or the Insured, the earned premium shall be computed in accordance with the short rate table used by the Company at the time of cancellation.

**Change of Occupation (and/or duties)**

If the Insured sustains a loss after having changed occupation (and/or duties) to one classified by the Company as more hazardous than that stated in the Application or while doing, for compensation, anything pertaining to an occupation so classified, the Company will pay only such portion of the indemnities provided in this Policy as the premium paid would have purchased at the rates and within the limits fixed by the Company for such more hazardous occupation (and/or duties). If the Insured changes occupation (and/or duties) to one classified by the Company as less hazardous than that stated in the Application, the Company, upon receipt of proof of such change of occupation (and/or duties), will reduce the premium rate accordingly, and will return the excess pro-rata unearned premium from the date of change of occupation (and/or duties) or from the Policy anniversary date immediately preceding receipt of such proof whichever is the more recent. In applying this provision, the classification of occupation and the premium rates shall be such as have been last promulgated by the Company prior to the occurrence of the loss for which the Company is liable, or prior to the date of proof of change in occupation (and/or duties).

**Compliance with Policy Provisions**

Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder.

**Termination of Policy**

This Policy will terminate on the earliest of the following dates:

- the first premium due-date on which no person occupies the status of Insured
- the last day for which premium has been paid except as provided by "Grace Period"
- the latest date of expiration of coverage of all Insured(s) when applicable and
- following the 65<sup>th</sup> birthday of the insured.

### **Special Condition for Motorcycles**

This Policy covers losses that may result from driving motorcycles provided that the payment of the relevant extra premium will be made, for all motorcycles that have engine greater than seventy-five cubic centimeters (75cc). However, in the event that this extra premium is not paid, the Company will pay ninety per cent (90%) of the indemnities, provided by the benefits of the Policy.

### **Conformity with Statutes**

Any provision of this Policy which, on the Policy effective date, is in conflict with the statutes of the jurisdiction in which this Policy is delivered is hereby amended to conform to the minimum requirements of such statutes.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed, but this Policy shall not be valid unless countersigned by a duly authorized representative.

### **METHODOLOGY OF PERSONAL DATA PROCESSING (GDPR)**

The Company takes all necessary measures to protect the personal data of customers, claimants and other business associates.

#### 1. The Company

Ypera Insurance Co. Ltd

#### 2. The Subject of Processing may be

-Anyone who applied to the company for insurance contract coverage, receiving an insurance offer and / or anyone who provided information for the aforementioned purpose.

-Insured and / or Contractors and anyone named as recipient of insurance coverage.

-Anyone who can benefit or is directly involved in a claim (e.g. claimant, witness).

#### 3. How we Use Personal Data

-Provision of offer and insurance contract, provision of services related to insurance services to the insured for the correct compliance with the terms of the insurance policy.

-Establishment and defense of legal rights and provision of services regarding the claims of third parties.

-Legal and supervisory compliance including prevention and avoidance of financial crimes.

-For the better management of the company and the products offered by the Company.

-Sending information for the promotion of products and services after obtaining the necessary consent.

#### 4. Automated Processing, including profiling

Data processing may involve automated decision-making, including profiling, on risk assessment and contract management.

Any object is subject to automated processing has the right to object by contacting the Company's Data Processing Officer (DPO) either via phone or by e-mail.

#### 5. The types of personal data that may be collected

Personal data collected may include: identification and contact information, payment card number and bank account number, vehicle number, sensitive medical or health information and other personal data provided by you, depending on

the type of service you request as a subject and these are absolutely necessary for the company to decide whether or not to provide the required insurance service.

#### 6. Personal Data

It's the information that identifies or relates to the subject or other persons (i.e. its dependents). Personal data is collected and used - as described below - with the consent of the subject.

The provision of personal information of another person is done only by persons who are authorized to provide it for the use described below.

There is no obligation to promote personal data, however it may not be possible for the Company to provide insurance services and products without the aforementioned information.

The subject of the processing has the right to know the personal data that the Company keeps. It may also revoke the processing consent at any time by sending a written request to the Company's Data Processing Officer (DPO). The Company, upon written request and after verifying the identity of the applicant and evaluating the effects that this transaction may have, may take the appropriate actions in the circumstances.

#### 7. Exchange of Personal Data

For the above purposes, personal data may be passed on to agents, associates, intermediaries and other distributors of insurance products/services, insurance and reinsurance companies, credit or banking institutions, doctors and medical staff, lawyers, loss assessors and other service providers with whom our company cooperates. Personal data will be provided to other third parties (including government authorities) if required by law. Personal data (including injury details) may be recorded in claim registers and shared with other insurance companies.

These records may be searched to detect and prevent fraud or to establish the claim history of the subject or another person or property that may be involved in the insurance policy or claim.

Personal data may be shared with buyers and potential buyers and transferred through the sale of the Company or the transfer of the Company's business assets.

#### 8. International Transport

Due to the nature of the Company, personal data may be transferred to locations located in other countries, including the US and other countries that have different legal frameworks for data protection.

#### 9. Security and retention of personal data

Appropriate legal and security measures are taken to protect personal data. The Company ensures that all service providers themselves take appropriate protective measures and process the information in compliance with the regulation by signing a relevant certificate of commitment to the Company. Personal data will be retained only for the period required to fulfill the purposes described above or required by law or government authorities.

In addition, all service providers must, as well as themselves, take appropriate safeguards and process the data in accordance with the regulation.

#### 10. The Rights of the Subject

Any personal data processed by the Company may in writing:

- Request to terminate any form of processing.
- Receives a copy of his personal information held by the Company.
- Ask for them to be upgraded and / or corrected so as to ensure their accuracy.
- Request deleted items that are no longer needed.

Request that processing be prohibited for a specific group of information.

- File a complaint if he / she considers that his / her personal data is being abused.
- Revokes editing consent.

#### 11. Data Protection Officer – Ypera Insurance Co. Ltd

In case where the subject of data wished to exercised his/her rights, as they derived from the regulation, he/she can send a written request to the Data Protection Officer (DPO) via fax: 24 82 82 90 or email at [DPO@ypera.com.cy](mailto:DPO@ypera.com.cy) or to Ypera House, 2 Medousis Street, 6059 Larnaca by registered mail.

More details about the use and processing of personal data can be found in the Privacy Policy at <http://www.ypera.com.cy/gdpr.html> or by requesting a copy using the above contact details.