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Group Accident Pro

Policy Conditions



Thank you for choosing CG United.

The Group Accident Pro offers financial protection for employees in the event of death or permanent disability due to accidents.

If you need further details or have any questions, your broker or local CG United branch will be delighted to help. Alternatively, help and guidance can be obtained by visiting our website, www.cg.insure.

Important
The insurance cover provided by this Policy may be varied by clauses attached to the Policy.

Please refer to Our Agreement on page 3 of the Policy Conditions and read all Policy documents to ensure that you have the insurance cover required.

Our Agreement

This insurance **policy** is insured by the insurer specified on the **Policy Schedule** and/or **Certificates of Insurance**, hereinafter referred to as the **Company**.

The Policy Conditions, **Policy Schedule**, **List of Benefits** and **Certificate of Insurance** shall be read together and form an enforceable agreement between **you** and the **Company**. This insurance **policy** covers the insured persons specified on the **Certificate of Insurance** for unexpected accidents that occur during the insured policy period.

Article 1 Definitions

1.1 Policy
The policy schedule, the list of benefits, the certificates of insurance, the policy conditions, the special conditions declared applicable, and the policy endorsements;

1.2 Company
The insurer mentioned in the policy;

1.3 Policyholder
The contracting party or employer in whose name the insurance **policy** is written and issued. The **Policyholder** owns the insurance **policy** and has the right to exercise all privileges under the contract of insurance, except where restricted. The **Policyholder** is also responsible for payment of the premium and must have a prior relationship with the insured persons separate from the subscription of the **Policy**.;

1.4 Insured
The insured person or member declared by the Policyholder online;

1.5 Accident

1.5.1. a sudden, unintentional and unexpected occurrence caused by external, visible means and resulting in physical injury or death of the insured. The cause of such accident is direct, external to the victim's own body and occurs beyond the victim's control. Accidents does not include diseases, illnesses, occupational illnesses, accidental gas escapes and fumes.

1.5.2 accident will also mean:

1.5.3 acute poisoning on account of suddenly and involuntarily swallowing gases, vapors, liquid or solid substances;

1.6 Permanent Disability
Irrecoverable complete- or partial loss, dismemberment or loss of function of limbs and/or organs;

Article 2 Beneficiaries

The benefit will be paid as follows, unless agreed differently:

2.1 Death
In the event of death to:
- the spouse of the insured person, if the insured person is married at the time of death;
- the partner of the insured person, as stated in the notarial cohabitation agreement or by virtue of the registered partnership in whom the insured person lives together out of wedlock at the time of death. If the insured person does not have a spouse or registered partner, the benefit will be paid to the heirs;

2.2 Permanent Disability
In the event of permanent disability to:
- the insured person.

2.3 Other beneficiary
In deviation from the provisions in paragraphs 2.1 and 2.2, the insured person can designate another party than those mentioned as beneficiary, in which case the designated party will be the beneficiary as of the time the insurance company has received notice of this designation.

Article 3 Exclusions and Special Conditions

3.1 Alcoholic beverage
Not insured are accidents suffered by the insured person during the time he was manifestly under the influence of an alcoholic beverage with a blood alcohol content of 0.8 per mille or more or a breath alcohol content of 350 micrograms or more.

3.2 Medicines and other substances
Not insured are accidents suffered by the insured person during the time he was manifestly under the influence of medicines, intoxicating substances, drugs, stimulants, or similar substances.

3.2.1 However, the following remain insured:

3.2.1.1 accidents suffered by the insured person if the use of the substances referred to in paragraph 3.2 is in conformity with the prescription of a physician and the insured person has observed the instructions for use.

3.3 Medical treatment
Not insured are accidents suffered by the insured person and caused by a medical treatment.

3.4 Intent, suicide and attempted suicide
Not insured are accidents caused with intention or due to gross negligence of the insured, death by suicide or injury caused by an attempted suicide or any other self-inflicting injury, while sane or insane.

3.5 Crime

Not insured are accidents suffered by the insured person while committing or participating in a crime or attempted crime.

3.6 Recklessness

Not insured are accidents suffered by the insured person during a risky venture or caused by recklessness of the insured person.

3.6.1 However, the following remain insured:

3.6.1.1 accidents with regard to which the risky venture or recklessness of the insured person was reasonably necessary for the proper practice of his profession;

3.6.1.2 accidents with regard to which the risky venture or recklessness of the insured person was necessary in rightful self-defense or necessary to save himself, others, animals, or objects.

3.7 Speed races and sports as a profession

Not insured are accidents suffered by the insured person during:

3.7.1 speed trials or racing by any animal or motorized vehicle or vessel

3.7.3 participation in sports as a profession.

3.8 Aviation and skydiving

Not insured are accidents suffered by the insured person during skydiving or air travel in a motor aircraft, other than as a passenger in a commercial aircraft.

3.9 Underwater

Submarines or sub-aqua activities involving underwater breathing apparatus, unless PADI/NAUI certified, or accompanied by a certified instructor at depths of less than 10 meters

3.10 Existing disease

3.10.1 Not insured are accidents suffered by the insured person if the accident has been caused by an existing disease, sickly condition, disorder or defect of the insured person, unless this circumstance is the consequence of a previous accident the insured person suffered during the term of validity of the insurance, for which the insurance company has granted or still has to grant a benefit.

3.10.2 If an existing disease, sickly condition, disorder or defect of the insured person only increases the consequences of an accident, no more will be paid than what would have been paid if the insured person would be completely able-bodied and healthy.

3.11 Act of war

Not insured are accidents suffered by the insured person, caused by or arising from armed conflict, civil war, insurrection, internal civil commotion, riots, or mutiny.

3.12 Nuclear reactions

3.12.1 Not insured are accidents suffered by the insured person, caused by, occurring with or arising from nuclear reactions, irrespective of how they have been caused.

3.12.2 However, the following remains insured:

3.12.2.1 damage caused by radioactive nuclides outside the nuclear plant and used or meant to be used for industrial, commercial, agricultural, medical, scientific, educational, or (non-military) security purposes, on the understanding that the license issued by the competent authority (as far as required) is in effect for manufacture, use, storage, and discarding of radioactive substances.

3.12.2.2 As far as a third party is liable for the damage by law or pursuant to any convention, the exclusion will fully remain in effect.

3.12.2.3 Law is meant to be the Nuclear Incidents (Third Party Liability) Act, being the special statutory regulations for liability with regard to nuclear power.

3.12.2.4 Nuclear plant means a nuclear plant in the sense of aforementioned Act.

3.13 Whiplash

Not insured are whiplash disorders due to an accident.

Article 4 Obligations in the event of an accident and forfeiture of rights

In the event of an accident that leads to a payment obligation for the insurance company, the following obligations will apply.

4.1 Obligations in general

4.1.1 As soon as the policyholder, the insured person, or the beneficiary is aware or should be aware of an accident that can lead to a payment obligation for the insurance company, he shall report the accident to the insurance company as soon as reasonably possible, and within a reasonable period provide any information or cause same to be provided that is important to the insurance company to assess its payment obligation.

4.1.2 The insured person shall seek medical treatment immediately and remain under treatment, if reasonably necessary, and shall act in a manner that promotes recovery by at least following the instructions of the attending physician.

4.1.3 If requested, the insured person shall –at the insurance company's expense– let himself be examined by a physician to be designated by the insurance company or be admitted to a hospital or other medical institution to be designated by the insurance company for examination.

4.1.4 The policyholder, the insured person, and the beneficiary shall give their full cooperation and omit anything that could prejudice the insurance company's interests.

4.2 Additional obligations in the event of death

4.2.1 In the event that the insured person dies, the policyholder and the beneficiary shall report it to the insurance company at least 48 hours before the funeral or cremation, and promptly mention all particulars they dispose of or will dispose of.

4.2.2 The beneficiary shall give permission for and give full cooperation to an investigation that the insurance company considers necessary to determine the cause of death.

4.3 Additional obligations in the event of permanent disability

In the event of permanent disability of the insured person, the policyholder and the insured person shall report the accident to the insurance company as soon as reasonably possible, but at least within 3 months after the accident.

4.4 Forfeiture of rights

4.4.1 No rights can be derived from this insurance if one or several aforementioned obligations in the event of an accident has or have not been observed, and the insurance company's interests have been prejudiced by same.

4.4.2 In deviation from the provision in paragraph 5.4.1, every right under this insurance will in any event be forfeited – irrespective of whether or not the insurance company's interests have been prejudiced by same– if:

4.4.2.1 the accident is reported more than 3 years after the date on which the insured person has suffered the accident;

4.4.2.2 at the time of the accident incorrect or misleading information has been provided meant to mislead the insurance company, except as far as this deception does not justify the forfeiture of the right to a benefit.

4.4.3 If, within 1 year after the date on which the insurance company has notified in writing not to have any obligations (anymore) on account of an accident and a legal claim has been filed against the insurance company, the right to a benefit on account of this accident will be forfeited.

Article 5 Benefits

The benefits described below shall be considered covered if said benefits are expressly stated in the policy's list of benefits with a specified insured amount. Benefits with no insured amount are considered excluded.

5.1 Accidental Death (A)

5.1.1 In the event of death arising from a covered accident, the amount covered under this section will be paid per insured person, however, with due observance of the insurance company's maximum liability.

5.1.2 If for the same accident a benefit on account of permanent disability has been granted, this paid benefit will be deducted from the benefit in the event of death. Conversely, if the benefit granted for permanent disability exceeds the benefit in the event of death, then the insurance company will not claim back the difference.

5.1.3 Costs of repatriation

In the event of an insured's death arising from a covered accident that occurs during a stay outside of the insured's country of residence, the costs of repatriation of the remains are covered up to the amount mentioned in the policy schedule for repatriation costs.

5.1.3.1 The costs referred to in paragraph 5.1.3 will only be paid if and as far as these costs are not paid under any other insurance or provision or could be paid under same if this insurance would not have existed.

5.2 Permanent Disability (B)

5.2.1 In the event of permanent disability as a direct and exclusive consequence of an accident, depending on the extent of permanent disability, the amount mentioned in the policy or part hereof will be paid per insured person, in accordance with the following percentages, however, with due observance of the insurance company's maximum liability.

5.2.1.1 In the event of complete loss or complete loss of function of:

mental capacity	100%
both arms or both hands	100%
both legs or both feet	100%
arm up to the shoulder joint	75%
arm up to in or above the elbow joint	75%
hand up to in or above the wrist joint	60%
thumb	25%
index finger	15%
middle finger	15%
ring finger or little finger	10%

leg up to in the hip joint	75%
leg up to in or above the knee joint	65%
foot up to or above the ankle joint	50%
big toe	10%
one of the other toes	5%
both eyes	100%
one eye	30%
the other eye, if a benefit has already been granted for one eye under this insurance	70%
hearing in both ears	60%
hearing in one ear	30%
hearing in the other ear, if a benefit has already been granted for one ear under this insurance	70%
taste and smell	10%
one kidney	10%
spleen	5%

5.2.1.2 In the event of partial permanent loss of function in aforementioned cases: a proportional part of the percentages mentioned.In the event of complete loss or complete loss of function of all fingers of one hand, no more will be paid than for loss or complete loss of function of that entire hand up to the wrist joint;

5.2.2 In all cases not mentioned in paragraphs 5.2.1.1 and 5.2.1.2, at the insured person's discretion, the percentage of the permanent disability will be determined:
- in accordance with the extent of permanent disability, irrespective of the insured person's profession, or
- in accordance with the extent of permanent inability to practice his profession or a different profession suitable considering the skills and social position of the insured person.

5.2.3 The percentage of permanent disability will be determined as soon as it can be reasonably determined that the condition of the insured person is almost constant, but no more than 3 years after the date of the accident.

5.2.3.1 The percentage of permanent disability shall be determined by a qualified medical professional in the territory where the policy was issued.

5.2.4 No benefit is due on account of permanent disability if the insured person dies of the accident within 1 year after the date of the accident. However, a benefit already granted will not be claimed back.

5.2.4.1 In the event of death – other than due to an accident – later than 1 year after the date of the accident, the amount that should reasonably have been paid if the insured person had not died will be paid.

5.2.5 If existing permanent disability is increased by an accident, the benefit will be reduced in proportion.

5.2.6 With regard to one or several accidents suffered by an insured person during the term of validity of the insurance, in the event of permanent disability no more than 100% of the insured amount mentioned in the policy will be paid for the insured person in question.

5.3 Temporary Disability (C)

Deleted. Not covered.

5.4 Medical Expenses (D)

Provided that medical expenses are not covered under another policy, direct medical expenses and emergency transportation costs arising from injuries caused by a covered accident are covered up to this section's insured limit. Unless the insured limit has not been exhausted to cover medical expenses, this section also covers the first purchasing costs of prosthetic limbs, a wheelchair, and a guide dog for the blind.

Article 6 Maximum Liability

In case of death or injury to a group of insureds arising from the same accident or while being transported in the same vehicle or common carrier, the company's obligation to pay is limited to the maximum liability limit specified on the policy schedule. In case the total claim amount for all affected insureds together exceeds the insurance company's maximum liability amount, then the payable amounts to the affected insureds shall be reduced proportionally.

Article 7 Premium payment and premium refund

7.1 Premium payment in general

For each period of insurance, the **policyholder** shall pay the premium before or on the payment due date. The **policy** is suspended automatically without cover if the premium is not paid within 30 days after the payment due date. If the **insured** pays the premium after the due date, coverage may commence again the day after the

amount has been received by the **Company** and has been accepted as such. The insurance company reserves the right to decline reinstatement of the **policy** or apply additional exclusions.

7.2 Premium refund

Refunds are only given for unused periods of insurance that have been pre-paid. No refunds are given if a claim has been made during the current insurance period or in the case of misrepresentation. Policies that have a monthly payment agreement are not eligible for refunds.

Article 8 Change in premium and/or conditions

If the insurance company revises its premium and/or conditions for similar (groups of) insurances, it can propose to also adjust this insurance to the changed premium and/or conditions as of the first premium due date after the implementation hereof. The insurance company shall make this proposal to the policyholder before this premium due date. The policyholder can refuse the adjustment within 30 days after this premium due date, unless:

- the change in the premium and/or conditions arises from statutory regulations or provisions;
- the change means a decrease in the premium with the same coverage;
- the change means an extension of the coverage without a premium increase.

If the policyholder refuses, the insurance will end on this premium due date or, in the event of later refusal, at the time of refusal. If the policyholder has not refused, he is considered to agree to the adjustment.

Article 9 Beginning and end of the insurance

9.1 Beginning of the insurance

The insurance begins on the starting date mentioned in the policy schedule.

9.2 End of the insurance

The insurance ends on the end date mentioned in the policy schedule at 11:59 pm AST.

9.3 Notice of termination by the policyholder to the insurance company

The policyholder can terminate the insurance in writing:

9.3.1 End of policy period
as of the final date mentioned in the policy schedule. Notice of termination shall be given to the insurance company at least 2 months before the final date;

9.3.2 Refusal adjustment premium and/or conditions
if the policyholder refuses adjustment of the insurance to the changed premium and/or conditions in conformity with Article 9;

9.3.3 Discontinuation of the business
if the business of the policyholder is discontinued;

9.3.4 Duty of disclosure
within 2 months after the insurance company has invoked the non-compliance with the duty of disclosure at the start of the insurance against the policyholder, as referred to in paragraph 9.4.4. The insurance ends on the date mentioned by the policyholder or, if the policyholder has not mentioned a date, on the date of the notice of termination.

9.4 Notice of termination by the insurance company to the policyholder

The insurance company can terminate the insurance in writing:

9.4.1 End of policy period
as of the final date mentioned in the policy. Notice of termination shall be given to the policyholder at least 2 months before the final date;

9.4.2 Misrepresentation
if incorrect or misleading information has deliberately been provided in connection with an accident;

9.4.3 No premium payment
if the policyholder has not paid the amount due within 30 days after the premium due date. The insurance ends on the date mentioned by the insurance company, without prejudice to the policyholder's obligation to pay the amount due in respect of the period from the premium due date until the date of termination mentioned;

9.4.4 Duty of disclosure
within 2 months after it has been discovered that the policyholder has failed to meet the duty of disclosure when the contract of insurance was concluded, and the policyholder has acted with the intent to mislead the insurance company or the insurance company would not have concluded the contract of insurance if it had known the true state of affairs. The insurance ends on the date mentioned by the insurance company.

9.5 Automatic termination of coverage

The coverage for an insured person will end automatically:

- at the end of the policy year in which the insured person in question has reached the age of 70;
- at the time the insured person dies;
- at the time the insured person in question does not have the same permanent domicile or country residence anymore, unless the insurance company has been notified hereof in advance and has agreed to it.

Article 10 Address

Notices by the insurance company will be considered to have been given validly to the policyholder if they have been sent to the policyholder's last address known to the insurance company or the address of the broker through whose brokerage activities this contract of insurance has been concluded. The policyholder shall notify the insurance company as soon as possible of his change of address.

Article 11 Applicable law, complaints, and disputes

11.1 Applicable law

Law of the territory where the policy was issued shall apply to this insurance.

11.2 Complaints

Complaints about the brokerage activities, realization, and implementation of this insurance shall first be submitted to the insurance company's management in writing.

11.3 Disputes

All disputes arising from this contract of insurance are subject to the opinion of the competent court in the territory where the policy was issued.

Disputes concerning the determination of the extent of permanent disability will be submitted to a medical adviser on the policyholder's request. This medical adviser will be appointed in mutual consultation. The costs attached hereto will be paid by the insurance company.