PERSONAL ACCIDENT COVER

For persons insured by the GOLD, HOSPITALISATION and LUXURY TOP-UP options of the AMARIZ SANTE policy aged less than 65 on membership and 75 at the most

ARTICLE 1 – INTRODUCTION

Insurer:
HDI Global Specialty SE, Podbielskistraße 396, 30659 Hannover, Germany.
BROKER: Artex Insurance Brokers (Europe) PCC Limited - Amariz Cell, The Landmark Level 1 Suite 2, Triq l-Iljun, Qormi, QRM 3800, Malta.
Administrator:
AMARIZ LIMITED, Imperial House, 1 Harley Place, Bristol, BS8 3JT, United Kingdom.
Insured:
All persons insured by the GOLD, HOSPITALISATION and LUXURY TOP-UP options of the AMARIZ SANTE health insurance contract, as well as their spouse and dependent children belonging to the same fiscal family and carrying on a profession defined hereafter:
Accepted professions:
Class 1: personnel of the tertiary sector, predominantly administrative professions, few business trips and no manual work;
Class 2: personnel who travel frequently, non-dangerous manual work;
Class 3: personnel who travel very frequently, non-dangerous manual work;
Unless accepted by the Insurer, professions listed in Classes 4 and 5 are excluded:
Class 4: personnel carrying out dangerous manual work: roofer, oil rig worker, etc.
Class 5: specific professions, racing driver, airline pilot, professional sportspersons, etc.
Age limits:
• The maximum age on joining is 65.
• The maximum age for cover is 75. This contract therefore expires for any insured person at the end of the calendar year following his/her seventy-fifth birthday.
Beneficiairies:
For all cover other than death, the beneficiary is the Insured. In the event of death, benefits are paid to his/her spouse, failing this to his/her living or represented children, and failing this to his/her heirs.
Contractual Benefit Limit:
In the event of a claim, the total amount of benefits payable under this contract can under no circumstances exceed, for all cover combined, the Contractual Benefit Limit hereafter:

- Per peron 65,000 €
- Per event 6,000,000 €
- Per year of insurance 6,000,000 €

Duration of the Contract:
This contract is subscribed from the date of inception of cover and is renewable tacitly on the 1st January for a further one-year period, unless either of the parties cancels it in accordance with the conditions of the contract, giving 1 month's notice before the renewal date.
Territorial Limits:
All accidents are covered throughout the whole world (excluding Iran, Democratic Peoples' Republic of Korea, Russia, Syrian Arab Republic and Ukraine), with the exception of the exclusions listed hereafter.

ARTICLE 2 – BENEFITS AND SUB-LIMITS

Cover is valid **outside work 24 hours a day as well as while at work**. Benefits payable by the Insurer will not exceed the amounts indicated above per claim and per year, nor the amounts per person listed hereafter, after deducting the excesses indicated below:

Benefit	Capital
Accidental Death (not an Act of Terrorism)	**30,000 €**
Permanent Disability following an accident (not an Act of Terrorism)	**30,000 €**
Accidental Death caused by an Act of Terrorism	**60,000 €**
Permanent Disability caused by an Act of Terrorism	**60,000 €**
Funeral Expenses following Accidental Death	**5,000 €**

Excesses:
The excess applies per person resulting from any one insured event. The Permanent Disability excesses are relative excesses, for the other cover the excesses are absolute.

Benefit	Excess
Permanent Disability	**10%**

Declarations – Obligations:
If the Insured has not informed the Insurer and obtained their acceptance regarding a disability or an illness which he/she suffered from or could have known about before cover incepted, no benefits will be paid if the Insured sought advice, was diagnosed, had received treatment, had consulted or had been nursed before the date of inception of cover. No benefits will be due beyond the normal period for a disability or an injury if the Insured's recovery is impeded due to the aforementioned disability or illness, nor for an accident or a disability which could have resulted therefrom.

ARTICLE 3 – GLOSSARY

Accident: Any bodily injury resulting from a sudden and unforeseen action from an external cause and not resulting from an intentional act on the part of the Insured or of the beneficiary, diagnosed by a qualified medical doctor, consultant or specialist and preventing the Insured from working. This definition is extended to include illnesses which result from this injury. **The following are excluded:** *Illnesses, sunstroke or congestion, bodily injuries resulting from illnesses such as epilepsy, aneurysms, attacks of apoplexy, paralysis or delirium tremens, mental insanity, diseases of the brain and the spinal cord, deafness and blindness, cardio-vascular accidents, pulmonary affections, choking on food, insect bites and stings.*

Year of Insurance: Period of twelve consecutive months between two annual renewal dates of the contract.

Insurer: HDI Global Specialty SE, Podbielskistraße 396, 30659 Hannover, Germany.

Beneficiary: The person to whom the benefits are paid in the event of a claim.

Partner: The non-divorced or non-separated wife or husband of the deceased, the common-law spouse of the Insured or partner, or a person able to prove that he/she was living with the Insured for a minimum of 6 months prior to the insured event.

Consolidation: The stabilisation of an injury leaving residual after-effects.

Exclusion: What is not covered by the contract of insurance.

Absolute excess: Amount, calculated in accordance with the terms and conditions of the contract, always deducted when calculating the benefits payable.

Relative excess: The excess applies if the amount of the claim is less than the excess. On the other hand, if the amount of the claim is higher, the Insurer pays 100% of the claim.

Temporary inability to work: Complete and temporary inability to work following an accident.

Functional impairment: The impairment of an anatomical or physiological function.

Disability: The residual state diagnosed on the consolidation of the functional impairment(s).

Benefit: Payment made by the Insurers following a claim in performance of the contract. According to the type of cover, the benefit is paid either to the Insured or to the beneficiaries.

Illness: Any deterioration in health diagnosed by a qualified medical doctor, consultant or specialist, preventing the Insured from working, and necessitating a medical prescription. **The following are excluded:** *incidents linked to pregnancy as well as abortions, sexually-transmitted diseases and illnesses linked to the HIV virus.*

Nullity of the contract: The contract is considered to never have existed. Following a misrepresentation or an intentional omission on the part of the Insured, the Insurer can consider the contract nul and void and has the right to keep the premium by way of damages.

Limitation: Expiration of the right, as much for the Insurers as for the Insured, to take legal proceedings in respect of all actions deriving from the insurance contract once two-year period of time has passed.

Claim: All the losses suffered as a consequence of the same generating event, which can invoke the Insurer's cover.

ARTICLE 4 – COVERED RISKS

1. In the event of death following an Accident
If the Insured dies within 12 months of the accident, the Insurer will pay the capital sum to the beneficiary. If the Insured is under 16 years of age, the capital sum following an accident will be converted into funeral expenses.
2. In the event of permanent disability following an Accident
If, as a result of an accident, the Insured is permanently disabled following consolidation of his/her injuries, the Insurer will pay him/her a benefit based on the figure contained in the scale of disabilities in the event of total permanent disability, or a reduced amount in the event of partial permanent disability, in accordance with the scale of disabilities. No benefit will be paid if the level of total permanent disability is less than the 10% excess.
Assessment of the level of disability:

TOTAL PERMANENT DISABILITY

Total loss of both eyes	100 %
Total and incurable mental insanity	100 %
Loss of both arms or of both hands	100 %
Complete deafness in both ears, caused by injury	100 %
Removal of the lower jaw	100 %
Loss of speech	100 %
Loss of an arm and a leg	100 %
Loss of an arm and a foot	100 %
Loss of a hand and a leg	100 %
Loss of a hand and a foot	100 %
Loss of both legs	100 %
Loss of both feet	100 %

PARTIAL PERMANENT DISABILITY

Head

Loss of osseous matter to the skull (entire thickness):	
- area larger than 6 centimetres square	40 %
- area between 3 and 6 centimetres square	20 %
- area smaller than 3 centimetres square	10 %
Partial removal of the lower jaw or all or half of the front of the upper jaw	40 %
Loss of one eye	40 %
Complete deafness in one ear	30 %

Upper .Limbs

	right	left
Loss of one arm or one hand	60 %	50 %
Extensive loss of osseous matter to the arm (permanent and incurable injury)	50 %	40 %
Total paralysis of upper limb (incurable injury to nerves)	65 %	55 %
Total paralysis of the circumflex nerve	20 %	15 %
Ankylosis of the shoulder	40 %	30 %
Ankylosis of the elbow		
- in a favourable position (within 15 degrees of the right angle)	25 %	20 %
- in an unfavourable position	40 %	35 %
Extensive loss of osseous matter to the two bones of the forearm (permanent and incurable injury)	40 %	30 %
Total paralysis of the median nerve	45 %	35 %
Total paralysis of the radial nerve (torsion splint)	40 %	35 %
Total paralysis of the radial nerve (to the forearm)	30 %	25 %
Total paralysis of the radial nerve (to the hand)	20 %	15 %
Total paralysis of the ulnar nerve	30 %	25 %
Ankylosis of the wrist in a favourable position (in straightness and in pronation)	20 %	15 %
Ankylosis of the wrist in an unfavourable position (forced flexion or extension or in supination)	30 %	25 %
Total loss of the thumb	20 %	15 %
Partial loss of the thumb (ungual phalanx)	10 %	5 %
Total ankylosis of the thumb	20 %	15 %
Complete amputation of the index finger	15 %	10 %
Amputation of the two phalanxes of the index finger	10 %	8 %
Amputation of the ungual phalanx of the index finger	5 %	3 %
Simultaneous amputation of the thumb and the index finger	35 %	25 %
Amputation of the thumb and a finger other than the index finger	25 %	20 %
Amputation of two fingers other than the thumb and the index finger	12 %	8 %
Amputation of three fingers other than the thumb and the index finger	20 %	15 %
Amputation of four fingers including the thumb	45 %	40 %
Amputation of four fingers, excluding the thumb	40 %	35 %
Amputation of the middle finger	10 %	8 %
Amputation of a finger other than the thumb, the index finger and the middle finger	7 %	3 %

Lower Limbs

Amputation of the thigh (upper half)	60 %
Amputation of the thigh (lower half) or of the leg below the knee	50 %
Total loss of the foot (tibial-tarsal disarticulation)	45 %
Partial loss of the foot (disarticulation under the talus)	40 %
Partial loss of the foot (medial-tarsal disarticulation)	35 %
Partial loss of the foot (tarsal-metatarsal disarticulation)	30 %
Total paralysis of the lower limb (incurable injury to nerves)	60 %
Total paralysis of the external popliteal sciatic nerve	30 %
Total paralysis of the internal popliteal sciatic nerve	20 %
Total paralysis of the two nerves (external and internal popliteal sciatic)	40 %
Ankylosis of the hip	40 %
Ankylosis of the knee	20 %
Extensive loss of osseous matter to the thigh or to the two bones of the leg, incurable state	60 %
Extensive loss of osseous matter to the patella with significant diastasis of the fragments and considerable difficulty in extending the leg on the thigh	40 %
Loss of osseous matter to the patella (movement unaffected)	20 %
Shortening of the leg – over 5 cm	30 %
Shortening of the leg – between 3 and 5 cm	20 %
Shortening of the leg - 1 to 3 cm	10 %
Complete amputation of all toes	25 %
Amputation of four toes including the big toe	20 %
Amputation of four toes	10 %
Ankylosis of the big toe	10 %
Amputation of two toes	5 %
Amputation of one toe (other than the big toe)	3 %

Ankylosis of the fingers other than the thumb and the index finger and of the toes (other than the big toe) will only give rise to 50% of the benefit indicated for the loss of the said organs.
For permanent disabilities not listed above, benefits will be paid according to the severity of the condition in comparison to the cases listed, without taking the Insured's profession into account.
Complete or partial functional impairment of a limb or of an organ which is not specifically referred to in the scale of permanent disabilities is assimilated to the partial or total loss of the said limb or organ.
The total benefit payable for several disabilities resulting from the same accident is obtained by addition, without exceeding the total sum insured in the event of Total Permanent Disability. If several lesions affect the same limb or organ, the corresponding benefits are added up, however the benefit which would be paid for the total loss of the limb or the organ will not be exceeded.
If the Insured is left-handed, and if he/she has specified this on the proposal form, the percentages indicated above for the different disabilities of the right upper limb and the left upper limb will be transposed.

Simultaneous Payment of Benefits:
An accident never gives rise to the simultaneous payment of the benefits provided for in the event of death and in the event of permanent disability. If the Insured has already received benefits in respect of permanent disability and he/she dies as a result of the same accident within 12 months, the beneficiary will receive the capital sum less the benefits already paid. The beneficiaries will not have to reimburse the Insurer if the amount of the capital sum is lower than that of the permanent disability benefits paid to the Insured.

Suspension:
The cover provided by the contract is suspended automatically while the Insured is doing military service or undertaking a period of military reserves training of over one month.

Disappearance Clause:
If the Insured's body has not been found following an aviation accident, a shipwreck, the destruction of a means of public transport or the disappearance of the means of public transport used, and if no news has been received of the Insured, the other passengers or the crew/staff within two years, it will be presumed that the Insured will have died as a result of this event.
The capital sum can be paid at the end of this two-year period on presentation of an adjudication of death.

ARTICLE 5 – EXCLUSIONS

The Insurer does not cover the consequences of certain events in the interests of law and order: these are absolute exclusions. Other events are not covered: these are relative exclusions.

1 – Absolute Exclusions

1.1. – accidents and illnesses caused intentionally by the Insured or by the beneficiary of the contract.
1.2 – suicide or attempted suicide on the part of the Insured, accidents and illnesses caused by his/her use of narcotics or drugs which are not medically prescribed.
1.3 – accidents and illnesses resulting from a state of drunkenness on the part of the Insured in excess of 1.2 grams of alcohol per litre of blood, reduced to 0.5 grams of alcohol per litre of blood when the Insured is driving a vehicle.
1.4 – accidents and illnesses resulting from the active participation of the Insured in a fight, unless in legitimate defence, in an intentional crime or offence, in a riot, in a mass movement, in an act of terrorism or of sabotage.
1.5 – accidents and illnesses resulting from earthquakes, volcanic eruptions, floods, avalanches and other cataclysms.
1.6 – accidents and illnesses resulting from any consequences of the disintegration of the atomic nucleus, whether they be direct or indirect.
1.7 – accidents and illnesses resulting from a nuclear, biological or chemical contamination following an act of terrorism.
1.8 – the consequences of a medical or surgical act, unless proof is provided that the loss resulted from faulty equipment or from an error on the part of the medical personnel which prevented the act being carried out normally, or if death occurs during an operation which is directly necessitated by the consequences of an accident which occurred less than 12 months previously.
1.9 – accidents and illnesses resulting from the Insured handling a firearm.
1.10 - nervous or mental illnesses such as nervous breakdowns, neurasthenia, neurosis, psychosis, overwork and epilepsy.
1.11 - medical and surgical expenses incurred for cosmetic purposes.
1.12 - expenses relating to hydrotherapy, heliotherapy, vaccinations, prosthesis, devices, glasses and contact lenses.
1.13 – sexually-transmitted illnesses, venereal diseases or acquired immunodeficiency syndrome (AIDS), as well as all of the symptoms linked to these illnesses (aids related complex) or human immunodeficiency virus (HIV) and all other names, however they were transmitted.

2 – Relative Exclusions

2.1 – accidents and illnesses caused by foreign war (the onus is on the Insured to prove that the loss is not caused by war), by civil war (the onus is on the Insurer to prove that the loss results from this).
2.2. – the use of a motorcycle or sidecar of 125 cc or more.
2.3 – participation in competitions involving the use of motor vehicles as a hobby as well as preparatory trials thereto.
2.4 – the practice of any sport in a professional capacity.
2.5 – the practice of the following sports as a hobby: boxing, karate and all combat sports, rugby, hockey, climbing, hunting and diving using breathing equipment, alpine or water ski-jumping, jumping from a springboard, aerial sports.
2.6 – the practice of aerial navigation unless the Insured is a passenger on a plane or helicopter from an air transport company authorised for the public transport of travellers.
2.7 – no benefits will be paid to the beneficiaries in the event of a loss originating from a degenerative pathology, following mechanical wear or overwork of a muscular, tendinous, cartilaginous, ligamentous or capsular origin generally, and particularly any vertebral pathology (lumbar, dorsal and cervical).

ARTICLE 6 – OBLIGATIONS OF THE INSURED

Declarations on Conclusion of the Contrat and during the Course of the Contract:

I. On conclusion of the contrat

The Insured must:
1 give precise answers to the questions posed by the Insurers, particularly on the application form where he/she is asked to provide information which will enable the Insurer to assess the risks they are taking on.
2 declare the existence of other contracts taken out with other insurers covering the same risks for a same interest (simultaneous insurance).
3 the Insured must declare all information known to him/her which will enable the Insurer to assess the risks they are taking on, in particular: the Insured's occupation, the dangerous activities he/she carries out, the sports that he/she participates in, any permanent disability he/she may be suffering from and the resulting degree of disability notified by a qualified medical doctor, consultant or specialist.

II. During the course of the contract

The Insured must:
1 inform the Insurer if he takes out any other contracts covering the same risks for a same interest with other insurers (simultaneous insurance), and immediately give each insurer details of the other insurers.
2 declare to Insurers the recovery or winding up of the Insured by the decision of the court, within two weeks of the date of the ruling.

ARTICLE 7 – CANCELLATION OF THE CONTRACT:

Circumstances under which the contract can be cancelled:
The contract can be cancelled before its normal date of expiry under the circumstances listed hereafter and in accordance with the conditions stipulated by current legislation.

By the Insurers:
In the event of non-payment of premiums
The Insurer has the right to cancel ten days after the thirty-day period referred to in Article 8 hereafter.
After a claim
The cancellation of the contract, by all or some of the insurers, takes effect one month after the Insured has been notified.
Automatically
A. At the annual renewal date following the Insured's seventy-fifth birthday.
B. In the event of one of the Insurers losing their licence or being wound up, for their personal participation in the contract.

Notification of cancellation
The party wishing to exercise their right to cancel the contract can do so as follows:

Cancellation by the Insured, the heir or the purchaser:
When the Insured, the heir or the purchaser are entitled to cancel the contract, they have the choice of doing so by recorded delivery letter, by statement made against receipt at the Insurer's head office or their regional representative, by extrajudicial deed, or by any other means indicated in the contract.

Cancellation by the Insurers:
Under all the circumstances that the Insurer is entitled to cancel the contract, notification of cancellation should be made to the Insured by recorded delivery letter sent to his/her last known address.

Premium refunds - cancellation
In the event of cancellation during the course of the contract, the Insurers must reimburse to the Insured the portion of the premium corresponding to the time not on risk, to be calculated from the date of cancellation, except in the event of cancellation following a claim, where the Insurer is entitled to keep all of the premium. Where the Insurers cancel the contract for non-payment of the premium, they are entitled to keep the remainder of the annual premium after the date of cancellation.

ARTICLE 8 – PREMIUMS

Non-payment of premiums
If a premium, or part of a premium, is not paid within ten days of its due date, the Insurers (irrespective of their right to pursue the matter in the courts) can send a recorded delivery letter to the Insured or the person responsible for paying the premiums to his/her last known address, with advice of delivery if this address is outside metropolitan France. If the premium or part-premium due is not paid within thirty days of the date of posting of the recorded delivery letter, or for letters sent to an address outside metropolitan France within thirty days of the date of delivery indicated on the advice of delivery, cover is automatically suspended. After a further ten-day period has passed, the Insurers have the right to cancel the contract. If the outstanding premium or part-premium is subsequently paid, the suspension ends and cover is reinstated at midday the day following the date of payment.

Review of premiums
If the Insurer modifies the rating schedule applicable to the risks covered by this contract, the premium will be adjusted accordingly at the renewal date. The Insured thus has the option, in the event of a premium increase, to cancel the contract within two weeks of the date on which he/she became aware of the new premium; the cancellation will be effective one month after the date of posting of the recorded delivery letter or after declaration made to the Insurer against receipt.

ARTICLE 9 - CLAIMS

Obligations in the event of a claim
In the event of a claim, the contracting party, the Insured or the beneficiary must:
- make a claim to the Insurer. This claim must be made within one week of his/her knowledge of the loss, on pain of forfeiture if the Insurer establishes that the delay in the making of the claim has been to their detriment, except for acts of God. It should include the surname, first name, age and address of the Insured, the date, the place and the circumstances of the accident.
- prove that the loss declared did indeed result from an accident covered by the contract.
- provide documentary evidence from a qualified medical doctor, consultant or specialist and, more particularly:
  - in the event of death: the medical certificate indicating the causes of death, the official death certificate,
  - in the event of disability: the medical certificate diagnosing the disability with a description of the injuries and their probable consequences, the medical certificate indicating consolidation,
  - in the event of temporary disability: the initial medical certificate prescribing leave from work with a description of the injuries and their probable consequences, any medical certificates extending the leave from work and the medical certificate indicating the return to work.
- grant the Insurer's designated doctor free access to the Insured and allow his/her condition to be checked, unless justifiably opposed.

In the event of a disagreement, the dispute is submitted to an expert for investigation.

Sanctions
Even if they would have had no effect on the claim:
• any concealment or intentional misrepresentation is sanctioned by nullity of the contract
• any inaccuracy in the statements in the event of a claim, made in good faith by the Insured, is sanctioned by a reduction in the amount of the claim payment, in proportion to the premiums paid compared to the premiums which would have been payable if the risks had been declared correctly and completely.

Expert appraisal
In the event of a medical dispute, an informal expert appraisal is always compulsory subject to the parties' respective rights. Each of the parties chooses an expert. If the experts thus chosen are not in agreement, they appoint a third expert. The three experts work jointly and the majority of votes decides. If one of the parties fails to nominate an expert, or if the two experts cannot agree on the choice of the third, the appointment is made by the President of the Crown Court or of the Commercial Court within the jurisdiction of which the loss occurred. This appointment occurs by simple request from the most vigilant party made at the earliest two weeks after sending the other party a recorded delivery letter with advice of delivery. Each party pays their expert's expenses and fees and, if necessary, half of the third expert's fees and the expenses relating to his/her appointment.

Payment of benefits
In the event of a claim, the Insurer is obliged to pay the contractual benefit capital within thirty days of either the informal agreement or the receipt of documentary evidence, or of the enforceable court decision. In the event of objection, this time period runs from the date of withdrawal.

Inopposability of forfeitures:
Any forfeiture caused by the Insured's failure to meet his/her obligations after the claim is not opposable to the injured party or to their claimants. The Insurers reserve the right however to take legal action against the Insured in order to obtain reimbursement of all the monies they have paid in his/her place.

Limitation:
Rights in respect of all actions deriving from this contract expire after two years. This time period starts on the day of the event which gives rise to this action. The time period is increased to ten years for beneficiaries who are the Insured's dependants, and can be interrupted by one of the ordinary causes of interruption, as well as under the following circumstances:
• appointment of an expert following a claim,
• the sending a recorded delivery letter with advice of delivery by the Insurer to the Insured regarding the payment of the premium, or by the Insured to the Insurer regarding the payment of benefits,
• court summons even if emergency interim,
• notice of summons or seizure given to the party that one wishes to prevent from exceeding the given time period.

ARTICLE 10 – VARIOUS

Coinsurance:
If there are several insurers, each insurer only covers the Insured to the extent of their subscription, and is not responsible for the subscription of any coinsurer, whether it be a question of:
• payment of benefits due,
• any matter concerning the administration of the contract.

Personal Information:
In accordance with the GDPR the Insured can ask the Insurer to provide him/her with a copy of the personal information held in any file used by them and have it corrected as necessary. This also applies to the information held by the Insurer's representatives and the relevant professional organisations.

Complaints:
If the Insured has any questions or concerns about this Policy or the handling of a claim, in the first instance they must contact the Administrator: Amariz Limited, Imperial House, 1 Harley Place, Bristol, BS8 3JT, United Kingdom. Tel. 0117 974 5770, Email: info@amariz.co.uk.
Should you remain dissatisfied with the response you may escalate your complaint to your insurer by emailing complaints@hdi-specialty.com, or by writing to our Head Office Address: HDI Global Specialty SE, Registered office: Podbielskistraße 396, 30659 Hannover, Germany.

Notice to the Insured:
The construction of the terms and conditions of this Policy, and any dispute arising from it, shall be determined by the laws and the courts of Germany. The **Insured Person** may alternatively choose the law and the courts of the country in which the **Insured Person** is habitually domiciled.
HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin).