

GENERAL CONDITION OF PERSONAL ACCIDENTS

INSURANCE CONTRACT

The object of the contract

1.1 This contract is a binding agreement between the Insurer and the Insured to what follows:

The Insured has the obligation to pay the premiums to the Insurer, according to the insurance conditions specified in this contract or amended to it with regard to the premium payments; whereas the Insurer has the obligation to pay to the Insured, the benefits due, in the amount and manner specified in this contract, if certified one of the insured events as below:

- 1.1.1 Accidental Death of the Insured Person
- 1.1.2 Total Permanent Disability of the Insured Person
- 1.1.3 Partial Permanent Disability of the Insured Person
- 1.1.4 Total Temporary Disability of the Insured Person
- 1.1.5 Repatriation Expenses

Article -1 Definitions

The following definitions apply throughout these terms and conditions:

- 1.1. The general conditions of this contract, the Insurance policy and the documentation amended to them, here and in what follows, are named **“Insurance Contracts”**
- 1.2. The general conditions of this contract, here and in what follows, are named **“Insurance Conditions”**.
- 1.3. The physical person, whose life is the subject of the insurance contracts, here and in what follows, are named **“The Insured”**.
- 1.4. The Insurance Company – Sigma InterAlbanian s.c, here and in what follows, is named **“The Insurer”**.
- 1.5. The juridical and physical person that signs the insurance contract, here and in what follows, is named **“The Contractor”**.
- 1.6. The insurance document issue by the Insurer, to confirm the conclusion of the insurance contract, here and in what follows, is named **“The Insurance Policy”**.
- 1.7. The insurance document issue by the Insurer to the Insured, here and in what follows, is named **“The Insurance Certificate”**.
- 1.8. The juridical or physical person, to whom the contract is issued, based on free will expressed by the insured in this policy, here and in what follows, are named **“The Beneficiary”**.

- 1.9. The amount of money that the Insured or Policyholder is obliged to pay to the Insurer, here and in what follows, are named **“The Insurance Premium”**.
- 1.10. The maximum amount of monetary, payable by the Insurer to the Insured or Beneficiary, upon the occurrence of the insured event, here and what follows will be named **“Sum Assured”**.
- 1.11. The amount payable by the Insurer to the Insured or the Beneficiary, upon the occurrence of the insured event, here and what follows will be named **“Benefit”**.
- 1.12. Employ who pay total or partial the insurance premium to the Insurer, here and what follows will be named **“Policyholder”**.
- 1.13. The death and all disabilities of the Insured, occurring due to casual, violent, apparent, and external causes, which are independent of the Insured’s own will here and what follows will be named **“Insured Event”**.
- 1.14. The events result due to casual, violent, apparent, and external causes, which are independent of the Insured’s own will, here and in what follows will be named **“Accident”**.
- 1.15. **Accidental Death** is the death of the Insured as result of an accident, and no later than 12 months from the date of the accident. This insurance does not cover the Insured death as result of an illness. Also in case when the death is result of an accident but it is favored by the pre-existing medical conditions, than this accidental death is not covered.
- 1.16. The Insured will be considered disappeared in cases when for him has not information for more than 2 years, and it was declared missing by the court at the request of any interested person, here and in what follows will be named **“Disappearance of the Insured”**.
- 1.17. The total inability of the insured, caused by accident, to perform his duties in his profession or at any other profession, certified as such by the competent medical authority, after the termination of the 52 weeks period from the start of disability, here and in what follows will be named **“Total Permanent Disability”**.
- 1.18. The anatomic loss or functional damage, as the result of an accident of one or some organs or limbs of the Insured, which result in physical damage or limitation of work capabilities, here and in what follows will be named **“Partial Permanent Disability”**.
- 1.19. The incapability of the Insured, caused by an accident, to temporarily fulfill the professional duties of the Insured, here and in what follows will be named **“Total Temporary Disability”**.
- 1.20. The expenses made for hospital treatment and surgical interventions, expenses for purchasing medicines recommended by the doctor, x-rays treatment, expenses for the transportation of the Insured to the hospital (in cases when such a transportation requires specific conditions and is undertaken by the public health service), as well as the expenses for the special medical consultation born by the accident, here and in what follows will be named **“Medical Expenses”**.
- 1.21. Physical or functional loss, as the result of an accident, of one hand to the elbow, or of one foot to the knee, here and in what follows will be named **“Loss of a Limb”**.

1.22. The maximum limit amount of monetary means, payable by the Insurer, upon the occurrence of the insured event, here and what follows will be named, **“Aggregate Liability”**.

1.23. The period, during which the insurance contract is in force, here and in what follows will be named **“Insurance Period”**.

Article 2. The eligibility of being insured

Have the right to be included in the Insured group, the persons that are up to 65 years old, who enjoy normal health and do not need permanent medical care. The insured, which reach the age limit, when the insurance contract is in force, will be covered till the end of the insurance contract.

Article 3 Payable Benefits

3.1 Benefit from accidental death or Disappearance- is paid to 100% of the sum insured.

In the benefit for death or disappears are included all other payable benefits from Insurer when insurer even has occur.

3.2 Benefit for total permanent disability – is payable to 100 % of the sum insured. As such will be considered:

- * Total and unrecoverable loss of sight of both eyes.
- * Total loss of physical or functional mutilation of two or more limbs altogether.
- * Total loss of sight of one eye and loss of a limb altogether.

In all above-mentioned benefits the one for temporary disability is also included.

3.3 Benefit for partial permanent disability- is calculated in percentage on the sum insured according to the following rates and criteria:

Total anatomic or functional loss of:	Right	Left (%)
a limb to the elbow	70	60
a hand or fore-arm	60	50
immobility of the wrist	40	30
the thumb	18	16
the forefinger	14	12
the middle/ring finger	8	6
the little finger or toe	12	10
the thumb bone	9	8
finger bones	1/3 of the respective finger	
loss of an eye	40	
of a foot below the knee	40	
of a lower leg up the knee	60	
of a lower leg to or below the knee	50	
total immobility of the thigh up to the hip	40	
total immobility of a leg up to an ankle	30	

a large toe	5	
other toes	3	
bone of the large toe	2.5	
bone of other toes		1
deafness of one ear	10	
deafness of both ears	40	
spleen	10	
kidney	30	
loss of voice	30	
nasal constriction	15	
sprain of neck vertebrae	10	
spinal column	7	
12 th vertebral column	12	
five Ls	12	
breaking of the loins and painful deforming of L1	5	

The Insurer pays indemnity for the direct and exclusive consequences caused by an accident. If in the event of an accident the Insured is not fit and healthy, only the consequences verified as if the accident occurred to a person fit and healthy, will be indemnified.

If in the event of an anatomic loss or functional reduction of an organ or injured limb before the accident, the percentages show above will be deducted, taken in the consideration the precedent invalidity rate.

In case when the Insured is left-handed, the percentages above related to right limbs would apply for the left ones and vice-versa.

If there is reduction but not total loss as a result of an accident, the percentages show above will be reduced in proportion to the rate of anatomic or functional loss.

In cases of permanent disability unforeseen in the above table, the benefit will be determined according to the percentages shown above, taken the degree of loss of the normal mental and physical capacities of the Insured.

In the event the Insured suffers different anatomic or functional losses (unincorporated to each other) the Insurer pay the benefit equal to the sum of disability percentages for each loss, but no more than 100% of the sum insured.

3.4. Benefit for total temporary disability- is paid to 0.10% of the sum insured, but no more than 1.500 leks for each day.

Benefits for total temporary disability will be paid for a maximum of 52 weeks even also at interrupted sequences, without included the disability of the Insured at the holidays.

3.5. Benefit for medical expenses – is paid by the Insurer as additional benefit up to 5% of the sum insured

3.6 Repatriation expenses, including air ambulance or the special use of air transport, to return the insured to Albania provided it is medically necessary and a prior approval is granted by the insurer, are covered under this contract.

Article 4. The data must be given to the Insurer.

Contractor and/ or policyholder must handle to the Insurer the identity list for the whole group.

These data are handled to the Insurer in:

4.1 the beginnings date of policy;

4.2 each renewal dates of the policy;

4.3 the moment when each participant included in the insured group become insured for a bigger sum insured.

Article 5. - The ways the insurance premium is paid.

5.1 The insurance premium is calculated for a calendar year, but it may be paid till 4 installments within this calendar year. The payment dates of the insurance premium installments will be determined in the insurance contract, according to the policyholder's choice, in agreement with the Insurer.

5.2 The insurance premium installments will be paid to the Insurance Offices or agencies that have issued the insurance policy, on the day defined in the insurance policy, but no later than 15 days, they are due.

Article 6. Termination of the insurance policy

The insurance cover terminates as follows:

6.1 Partially, when a party does not fulfill contractual obligations, deriving from the application of this insurance contract.

- When the insurer is responsible, the Insured or the policyholder is born the right to require part of the paid insurance premium.
- When the insured is responsible or policyholder, the Insurer is born the right to not pay back the total insurance premium paid.

6.2 When the insurer observes certain circumstances that if known before at the moment of request for insurance could make up ground for refusal;

6.3 When the insurance premium installments are not paid;

6.4. When the insured reaches the underwriting age limit, 65 age;

6.5 When the sum insurance is totally absorbed, or the insurance period has terminated.

Article 7. Exclusions

This insurance does not cover death or disability the Insured suffers because of:

7.1 Death or disability of the Insured result from natural causes or disease including myocardial infarction

- 7.2 War, invasion, foreign hostile acts, military activities (irrespective of the fact that the war is declared or not), civil war, rebellion, revolution, civil commotions, coup d'etat.
- 7.3 Radioactivity contamination, nuclear detonations, floods; land sliding, earthquakes, volcanic eruptions.
- 7.4 Use of motor vehicles, watery or air vehicles, without being permitted the driving license or traveling, as a passenger in the mentioned vehicles not licensed for passenger's transport.
- 7.5 Piloting of delta plans or flying as passengers as well as parachuting. Use of explosive or corrosive materials, except for the case when fulfilling professional duties.
- 7.6 Participation of the insured in illegal or criminal activities.
- 7.7 Suicide, if it occurs in the first 12 months of possible renovation of the insurance policy
- 7.8 Deliberate acts of the insured or beneficiary done to the detriment of the insurer.
- 7.9 Participation of the insured in attacks or acts of violations provoked by third parties, except for the cases of self-defense.
- 7.10 When the insured is under the influence of alcohol or drugs, except when advised by and under the supervision of the doctor, which in the long run do not intend to cure the vice of drug or its consequences.
- 7.11 Any physical defect or disease that are pre-existing or that occurring during the insurance period, even that the Insured was aware or not, and happened it is due or unwilling of the Insured for any reason if it. The only exception to this case is when the disease that causes death or disability occurred as a direct consequence of external accident which itself stems not from a disease.
- 7.12 Will not considered the insurance event covered by the insurance any kind of disease or physical disorder that causes death or disability of the insured.

Article 8. Misstatements

8.1 In case the insured or the policyholder has submitted incomplete or wrong statements, or consciously has not disclosed facts or circumstances, which are important from the aspect of taking the risk, the Insurer is entitled to:

- 8.1.1 Insurance contract not valid, within three months from the day he has evidence of misstatements or non disclosure on the policyholder's or insured's part, and to adjust the contract accordingly.
- 8.1.2 To repudiate the insurance contract, if certain facts are disclosed or misstated which would have made dubious the conclusion of the contract by the insurer.
- 8.1.3 To refuse the payment of benefits in case the insured event occurs.

Article 9. Commencement of the Insurance Contract

The insurance contract commences at 24.00 hours of the day specified in the insurance policy, but not earlier than the first premium has been paid in the account of the Insurer.

Article 10. Non-payment insurance premium

If the installment premium is not paid in the proper time as is written in the insurance contract, the insurance is suspended beginning from 24.00 hrs of the 15th day after the termination of the payment date. The Insurer is obliged to cancel the insurance contract without reimbursing the previous paid premium to the Insured or Policyholder. The Policyholder and/ or Insured cannot be justified in any case for the non-payment of the premium and to pretend that the Insurer has not informed him for the expiring terms.

Article 11- Resident

The Insured has to be resident in the Republic of Albania during the insurance period, but not less than 12 months from the day the insurance contract is made. For the foreigners employed in juridical subjects with residence in the Republic of Albania, the insurance is made by the open list, but in case of any change in list, the Insurer has to be informed in written at least 10 days before and the Insurer also has to give his consent for such change within 10 days.

Article 12 - The Beneficiaries

The beneficiary is specify in writing on the insurance contract by the Insured who can made changes in every moment in the insurance certificate with written or in his will. The date of entrees in force, the change of the Beneficiaries requires the written consent of the Insured. If that date is not written on his requires this change will be available on the date that the Insurer receive inform from the Insured.

When the Insured dies or announce as disappear person and in the same time he didn't written the Beneficiary in the insurance certificate, then, the beneficiary will be to the rightful heir according to the final decision of the court based on the heritage provided by the low.

Article 13- Coverage territory

The events covered under this contract must be incurred within the territory of Europe.

Article 14- Insured Event

14.1 Upon the occurrence of the Insured event, the Beneficiary is obliged to notify in writing the Insurer, clarifying the circumstances of the Insured Event.

14.2 The notice shall be given to the Insurer immediately if it is made in writing within 24 hours of the occurrence of the insured event and in any case not later than 48 hours from the moment when the insured is unable mental or physical perform notification , from the moment when the family of the insured or beneficiaries are aware of the event that the insurance certificate

14.3 The following documents must be presented to the Insurer, in order to form the basis for payment of any benefit:

- 14.3.1 Official birth certificate of the insured
- 14.3.2 Require for benefit together with Insurance Certificate and/or insurance policy
- 14.3.3 Other documents, as requested by the Insurer, to be used to determine eligibility for payment or to determine appropriate benefit levels.

14.4 The complete documentation has to be submitted to the Insurer within 30 days from the date of occurrence of the insured event. The beneficiary has to cover the expenses of collecting and submitting the full documentation to the insurer.

14.5 The Insurer must pay the benefit in that insurance contract within 30 days from the receiving date of needed documents. Every payment will be made in currency that is written in the insurance policy.

Article 14- Loss or Damage of the policy

In case of loss or damage of the Insurance Policy, the Policyholder should submit to the Insurer a written request, in which he should declare the reason for the loss or damage of the original policy. In such a case the Insurer will submit a new insurance policy to the Policyholder with the note "Duplicate".

Article 15 - Taxes

All compulsory taxes according to the law will be pay by the Policyholder and /or the Beneficiary.

Article 16- Disputes

The disputes arising between the parties of this insurance contract shall be solved either by mutual understanding, or by the competent court within whose jurisdiction the Insurer's registered office is located.

Article 17 - Final Provisions

Except cases when is determined otherwise on this contract will be apply the Albanian Civil Code.

Article 18 - The Aggregate Liability

The maximal limit of liability for collective insurance policies per accident is 250.000 Euro. If as a result of one and the same accident two or more insured suffer bodily injuries and the mathematical sum of benefit is above the maximal limit of liability, the insurer undertakes to pay the aggregate benefit by dividing it proportionally among the insured.

Article 19 – Final Provision

19.1 The insurance policy will be considered valid only when it is to be signed by "The insured" and "PROVIDER". Police must necessarily be sealed by the insurer.

19.2 In cases where the beneficiary is an institution financial, benefits from this policy shall be limited to the accidental death and permanent disability to the full as the cause of the accident.

Returns for will be equal to the outstanding amount of the obligation of the insurer to the financial institution at the time of occurrence of the insured event.