

PERSONAL ACCIDENT POLICY CONDITIONS

*Please read your policy and its conditions carefully,
and if incorrect return immediately to the Company.*

Policy # _____

PART I – DEFINITIONS

NAGICO Aruba N.V. hereinafter called "the Company" hereby insures the Named insured(s) against loss covered by this policy, subject to and in accordance with the exceptions, limitations, provisions and forms herein contained.

The insurance provided under this policy is only with respect to such and so many of the coverages as are indicated by a specific amount set opposite thereto in the Schedule of the attached Application.

"Insured" wherever used in this policy shall mean the Proposed insured as stated in the Application.

"Dependent" wherever in this policy shall mean the unmarried child or children of the Insured and/or of the insured's spouse, under nineteen (19) years of age (or under twenty-three (23) years of age if a full-time student) unmarried and primarily dependent on the Insured for support and who are named in the Application, or are included by endorsement.

"Named Insured(s)" wherever used in this policy shall mean the Proposed Insured, and/or the Spouse of the insured, and/or the dependent(s) as stated in the Application.

"Schedule" and "Application" wherever used in this policy means the application and the schedule set forth thereon which is attached hereto and which forms a part of this policy as fully as though it appeared over the signatures hereto affixed.

PART II – EXCLUSIONS

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 peace or war, and in such an event the Company, upon written notification by the Named Insured, shall return the pro rata premium for any such period of service; nor
- (3) loss sustained or contracted in consequence of a Named Insured being intoxicated or under the influence of any narcotic unless administered on the advice of a physician; or

- (4) any loss of which a contributing cause was the Named Insured's attempted commission of, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest by the Named Insured; nor
- (5) any loss sustained while flying in any aircraft or device for aerial navigation except as specifically provided herein; nor
- (6) congenital anomalies and conditions arising out of or resulting there from.

The Named 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 expected circumstances or causes.

PART III – POSTPONEMENT OF EFFECTIVE DATE

No insurance provided by this policy shall become effective as to a Named Insured if such Named Insured is hospital confined, disabled, or receiving payment for 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, which is the latter.

PART IV – UNIFORM PROVISIONS

1. **ENTIRE CONTRACT CHANGES:** This policy, together with the Application, a copy of which is attached hereto and made apart 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 agent has authority to change this policy or to waive any of the provisions of this policy.

2. **CONSIDERATION:** This policy is issued in consideration of the payment in advance of the premium specified in the Schedule and 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 12:01 A.M. at the residence of the insured.

3. **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 herein provided, this policy shall terminate at the expiration of the period for which premium has been paid, subject to the "Grace Period".

4. **GRACE PERIOD:** A grace period of thirty-one (31) days will be granted for the payment of each premium falling due after the first premium during which time the policy shall be continued in force, unless the policy has been cancelled in accordance with "Cancellation". However, if loss occur; within the Grace Period, any premium then due and unpaid will be deducted in settlement.

5. **NOTICE OF CLAIM:** Written notice of claim must be given to the Company within thirty (30) days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible.

In the event Accidental Death is covered by this policy, immediate notice thereof must be given to the Company. Notice given by or on behalf of the Named insured to the Company at his Home Office, or to any authorized official of the Company with information sufficient to identify the Named Insured shall be deemed as notice to the Company.

6. **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. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claims is made.

7. **TIME FOR FILING PROOF OF LOSS:** Affirmative written proof of loss must be furnished to the Company at its Home Office within (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate no reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one (1) year from the time proof is otherwise required.

8. **TIME OP PAYMENT OF CLAIM:** Benefits payable under this policy for any loss other than loss for which this policy provides any periodic payments 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.

9. **TO WHOM INDEMNITIES ARE PAYABLE:** Indemnity, if any, for loss of life of a Named Insured is payable to the Beneficiary for such Named Insured named in the Application provided such Beneficiary survives the Named Insured by thirty (30) days, otherwise to the estate of the Named 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.

10. **CONSENT OF BENEFICIARY:** Consent of the Beneficiary, if any, shall not be requisite to surrender or assignment of this policy, or to change of beneficiary or to any other changes in this policy.

11. **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.

12. **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.

13. **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. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

14. **MISSTATEMENT OF AGE:** If the age of any Named 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 Named Insured has been misstated, and if according to the Named 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 Named Insured is not eligible for coverage shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the policy.

15. **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 an assignment.

16. **CANCELLATION:** The Company may cancel this policy at any time by written notice delivered 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 Insured. Such cancellation shall be without prejudice to any claim originating prior thereto.

17. **CHANGE OF OCCUPATION:** If a Named Insured sustains a loss after having changed occupation 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.

If a Named Insured changes occupation 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, will reduce the premium rate accordingly, and will return the excess pro rata unearned premium from the date of change of occupation 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.

18. **FILING OF PREMIUM RATES AND CLASSIFICATION OF RISKS:** If the law of the country in which the Named Insured resides at the time this policy is issued requires that prior to the policy issue a statement of the premium rates and classification of risks pertaining to the policy shall be filed with a government official having supervision of insurance in such country, then the premium rates and classification of risks mentioned in this policy shall mean only such as have been last filed by the Company in accordance with such law, but if such filing is not required by such law, then they shall mean the Company's premium rates and classification of risks last made effective by the Company in such country prior to the occurrence of the loss for which the Company is liable.

19. **ADDITIONS:** Any person becoming eligible after the effective date of this policy may be added from time to time as a Named Insured upon application by the Insured, proof of eligibility and insurability satisfactory to the Company, and payment of the required additional premium. Insurance coverage for the new Named insured shall commence on the date such application has been approved by the Company subject to any limitations set forth in the attached form.

20. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.

21. **TERMINATION OF POLICY:** This policy will terminate on the earliest of the following dates: (a) the first premium due date on which no person occupies the status of Insured, (b) the last day for which premium has been paid except as provided by "Grace Period", and (c) the latest date of expiration of coverage of all Named Insured(s) when applicable.

22. REINSTATEMENT OF POLICY: When this policy terminates by reason of non-payment of premium, any subsequent acceptance of a premium and reinstatement of the policy by the Company and the Company's option, shall only cover loss resulting from injury sustained or sickness commencing after the date of such reinstatement.

23. 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.

ACCIDENTAL DEATH AND DISMEMBERMENT – TWENTY-FOUR HOUR

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the Application for said policy or is endorsed thereon.

DEFINITIONS

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

"Principal Sum" wherever used in this form means the amount stated in the Application under Schedule as respects each Named Insured.

"Loss" wherever used in this form with reference to hand or foot means complete and permanent severance at or above the wrist or ankle joint; as used with reference to eyes, means the entire and irrecoverable loss of sight; and as used to reference to speech or hearing, entire and irrevocable loss of either.

"Totally and permanently Disabled" wherever used in this form means the Named Insured is unable to engage in any occupation or employment for compensation or profit for which the Named Insured is reasonably qualified by education, training or experience.

BENEFITS

PART 1.

LOSS OF LIFE ACCIDENT INDEMNITY

When injury results in loss of life of a named Insured within one hundred eighty (180) days after the date of the accident, the Company will pay the principal sum.

PART 2.

DISMEMBERMENT, LOSS OF SIGHT, HEARING, SPEECH INDEMNITY

When injury results in any of the following Losses within one hundred eighty (180) days after the date of the accident, the Company will pay for the Loss of :

Both Hands or Both feet or Sight of Both Eyes	The Principal Sum
One Hand and One Foot	The Principal Sum
Either Hand or Foot and Sight of One Eye	The Principal Sum
Hearing of Both Ears	The Principal Sum
Speech	The Principal Sum
Either Hand or Foot	One Half the Principal Sum
Sight of One Eye	One Half the Principal Sum

PART 3.

PERMANENT TOTAL DISABILITY

(Applies to the Named Insured as stated in the Application under Schedule)

When, as the result of Injury and commencing within one hundred eighty(180) days after the date of the accident, the Named 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, at the rate of one (1) percent per month for each month the Named Insured remains Totally and Permanently Disabled, to a maximum of one hundred (100) months.

No indemnity will be paid under any circumstances for more than one of the losses, the greatest for which provisions is made in Part 1, "Loss of Life Accident Indemnity" or Part 2, "Dismemberment, Loss of Sight, Hearing, Speech Indemnity", or part 3, "Permanent Total Disability".

FLYING COVERAGE

(Applies to the Named Insured as stated in the Application under Schedule)

Coverage as respects flying is limited to loss occurring while the Named Insured is riding solely as a passenger, not as an operator or crew member, in, boarding, or alighting from:

- (1) a certified passenger aircraft provided by a commercial airline on any regular, scheduled or non-scheduled, special or chartered flight, and operated by a properly certified pilot flying between duly established and maintained airports, or
- (2) any transport type aircraft operated by Military Airlift Command (MAC) of the United States of America or by the similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world.

ELECTIVE INDEMNITY

If the Principal Sum is payable under Part 1, "Loss of Life Accident Indemnity" or Part 2, "Dismemberment, Loss of Sight, Hearing, Speech Indemnity", an election may be made to have such sum paid in equal instalments in accordance with the following table which shows the monthly payment for each 1,000 of Principal Sum.

Years	1	2	3	4	5
Payments	84.47	42.86	28.99	22.06	17.91

Years	6	7	8	9	10
Payments	15.94	13.15	11.68	10.53	9.61

EXCLUSIONS

In addition to the Exceptions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- (1) loss caused directly or indirectly, wholly or partly by:
 - (a) bacterial infections (except phylogeny infections, which shall occur through an accidental cut or wound) or any other kind of disease;
 - (b) medical or surgical treatment except as may be necessary solely as a result of injury;
- (2) any bodily injury which shall result in hernia.

EXPIRATION OF COVERAGE

Individual coverage under this form will expire when the:

- (1) Insured, attains seventy (70) years of age.
- (2) Spouse, attains seventy (70) years of age.
- (3) Spouse, ceases to be the spouse of the insured.
- (4) Dependent, attains nineteen (19) years of age (or if a full-time student, attains twenty-three (23) years of age).
- (5) Dependent, becomes married or is no longer primarily dependent on the Insured for support.

ACCIDENTAL MEDICAL EXPENSE REIMBURSEMENT

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the Application for said policy or is endorsed therein.

DEFINITIONS

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

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

"Hospital" wherever used in this form means an establishment which meets all of the following requirements: (1) holds a license as hospital, if licensing is required in the country or governmental jurisdiction; (2) operated primarily for the reception, care and treatment of the sick, ailing or injured persons as in-patients; (3) provides 24 -hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for diagnosis and major surgical procedures; (6) 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 (7) maintains X-Ray equipment and operating room facilities.

BENEFITS

When, by reason of injury, and commencing within thirty (30) days after the date of the accident, a Named Insured shall require treatment by 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's 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.

EXCLUSIONS

In addition to the Exceptions listed in Part II of the Policy, this form shall not cover and no payment shall be made for expenses incurred in connection with .

- (1) loss caused directly or indirectly, wholly or in part by:
 - (a) bacterial infections (except phylogeny infections, which shall occur through an accidental cut or wound) or any kind of disease:
 - (b) medical or surgical treatment except as may be necessary solely as a result of injury;
- (2) any bodily injury which shall result in hernia;
- (3) dental care or surgery except to sound natural teeth as occasioned by injury.

EXPIRATION OF COVERAGE

Individual coverage under this form will expire when the:

- (1) Insured, attains seventy (70) years of age.
- (2) Spouse, attains seventy (70) years of age.
- (3) Spouse, ceases to be the spouse of the insured.
- (4) Dependent, attains nineteen (19) years of age (or if a full-time student, attains twenty-three (23) years of age).
- (5) Dependent, becomes married or is no longer primarily dependent on the Insured for support.

ACCIDENT AND SICKNESS IN-HOSPITAL INCOME

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the Application for said policy or endorsed thereon.

DEFINITIONS

"Hospital" wherever used in this form means an establishment which meets all of the following requirements: (1) holds a license as a hospital, if licensing is required in the country or governmental jurisdiction; (2) operated primarily for the reception, care and treatment of the sick, ailing or injured persons as in-patients; (3) provides 24 -hour a day nursing service by registered or graduate nurses; (4) has a staff of one or more physicians available at all times; (5) provides organized facilities for diagnosis and major surgical procedures; (6) 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 (7) maintains X-Ray equipment and operating room facilities.

"In-patient" wherever used in this form means a person who is confined in a Hospital as a resident patient and who is charged at least on((1) day's room and board in the Hospital.

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

"Sickness" wherever used in this form means sickness or disease contracted and commencing after the effective date of this form as to the Named Insured whose sickness is the basis of claim.

"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.

"Elimination Period" wherever used in this form means the number of consecutive days as stated in the Schedule, commencing with the first day the Named Insured is confined in a Hospital, for which no benefits are payable.

BENEFITS

When, as the result of injury or the commencement of Sickness, a Named Insured shall be necessarily confirmed within a Hospital as an in-patient under the continuous attendance of a Physician, the Company will pay the Weekly Benefit stated in the Schedule, for each week that the Named Insured shall be confined therein, up to twenty-six (26) weeks, commencing immediately following the Elimination Period (if any) stated in the Schedule.

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

SUCCESSIVE PERIODS OF HOSPITAL CONFINEMENT

If, within twelve (12) months following a period of Hospital confinement for which indemnity is paid or payable under this form, the Named Insured shall be readmitted and confined as an In-Patient, due to the same or related causes, the Company's liability for the entire period shall be subject to the limitations applicable in the part or parts of this policy under which the original period of confinement was indemnified. If subsequent confinement as an In-Patient is separated by more than twelve (12) months, the confinement will be considered a new period of confinement and indemnified in accordance with the appropriate provisions of this policy.

EXCLUSIONS

In addition to the Exceptions listed in Part II of the Policy, this form shall not cover Hospital confinement resulting from or related to:

- (1) pregnancy and resulting childbirth, miscarriage;
- (2) routine physical examinations;
- (3) cosmetic and plastic surgery, except as a result of injury;
- (5) diseases of the female organs of reproduction unless the Named Insured has been continuously covered under this form for a period one hundred eighty (180) days prior to the first confinement for such Sickness.

EXPIRATION OF COVERAGE

Individual coverage under this form will expire when the :

- (1) insured, attains sixty-five (65) years of age.
- (2) Spouse, attains sixty-five (65) years of age.
- (3) Spouse, ceases to be the spouse of the Insured.
- (4) Dependent, attains nineteen (19) years of age (or if a full-time student, attains twenty-three (23) years of age).
- (5) Dependent, becomes married or is no longer primarily dependent on the Insured for support.

IN WITNESS WHEREOF NAGICO Aruba N.V.

has caused this Policy to be executed.

Signed this _____ of _____

For and Behalf of the Company

Authorized Signature