

## **PERSONAL ACCIDENT INSURANCE POLICY FOR FOREIGN EMPLOYEES**

### **INTRODUCTION**

This policy, which is issued by **YPERA INSURANCE CO. LTD** (hereinafter named 'the Company') witnesses that in consideration of the payment, by the policyholder, of the agreed premium the Company subject to the Terms, Conditions, Exceptions, Provisions and Definitions contained herein or in any endorsement hereof ,will indemnify during the period of insurance up to the amount stated in the schedule ,the policyholder in respect of hospital treatment for illness or accident as well as maternity cover for the persons insured as stated in the schedule of this policy.

It is agreed that the proposal which the Policyholder has submitted to the Company and the declarations signed by the persons insured are the basis of this contract for an integral part thereof.

For and on behalf of

A handwritten signature in blue ink, appearing to be 'S. H. Khan', written over a horizontal line.

Managing Director

11.08.2021

## **DEFINITIONS**

1. **'Policyholder'** means the person (Employer) who contracts with the Company for this insurance.
2. **'Insured Person'** means the employees, students or visitors for the benefit of whom this insurance is affected.
3. **'Employee'**, for the purpose of this policy, means any person who legally provides full time services for reward directly to the Policyholder, subject to a contract of employment.
4. **'Student'**, for the purpose of this Policy, means any person who legally obtained a student visa and attends a recognized college/university in Cyprus.
5. **'Visitor'**, for the purpose of this Policy, means any person who legally obtained a visitor's visa.
6. **'Accident'** means any incident (event) due to an external cause, sudden, visible, violent, accidental and completely independent of the will of the insured person and which causes to the insured person, as the sole cause and independent of any other, personal injury.
7. **'Death by Accident'** means when the accident results in the loss of life of the named insured within three hundred and sixty five (365) days after the date of the accident in Cyprus, the Company will proceed and pay the Primary Amount.
8. **'Cover for Transportation of Remains'** means the coverage provided, in case of the death of a person insured as a result of Accident or Illness for which cover is provided by this policy, in relation to expenses for the transportation of the remains of the employee to his country of burial, including expenses for embalming, up to the amount stated in the schedule of the policy.

## **Benefits**

### **A) Death by Accident**

It means the amount payable by the company in case of accidental death of the insured as long as it is specified in the insurance schedule of the policy.

### **B) Coverage for the transportation of remains**

It means the amount payable by the Company for the transport of the remains in case of death from accident or illness of the insured as long as it is specified in the insurance schedule of the policy.

## **TERMS**

### **Agreement**

The insurance policy, the proposal, the schedule and any additional acts will be read as a single document. Any word or phrase that has been given a specific interpretation will have the same meaning wherever it appears in this document. Words in the masculine gender will be considered to include the feminine.

The Company will grant to the policyholder, in order to deliver in turn to each insured person, individual certificates which will confirm the foreseen insurance coverage for each insured person.

This insurance policy will be interpreted and will have effect in accordance with the laws of the Republic of Cyprus and any dispute that arises or may arise from the insurance policy is under the jurisdiction of the courts of the Republic of Cyprus and is judged under the Law of Cyprus.

The Company's liability begins when the proposal form is accepted and the first premium or any renewal premium that the Company required to agree to accept as appropriate is paid.

## **THE BASIS OF THE CONTRACT**

This contract is offered with the explicit term, which is considered to be a term that precedes any liability on the part of the Company, that the proposal and statement on which the contract is based is correct in all respects.

The contract will be null and void and all premiums paid in connection with it will be withheld by the Company if:

- a) This contract or any renewal is secured by untrue statements or fraud by or on behalf of the insured.
- b) Any reference or statement made in support of any claim for damages or in the information given in connection with a claim will include any untrue or fraudulent statement, withholding of information or concealment.

## **CHANGE OF RESIDENCE, OCCUPATION OR NAME**

The insured will immediately notify the Company in writing of any change in his/her place of residence or profession or habits or aspirations or his/her name.

## **RISK RESTRICTION OR MODIFICATION**

If the insured engages in any profession or habits or aspirations not specified in the proposal, without securing the Company's agreement to cover such risk and the payment of such additional premium as the Company may require, if it wishes to agree to cover a risk, then this Contract will be canceled and any claim on it will not be accepted.

## **NOTIFICATION OF PHYSICAL WEAKNESS OR DISABILITY**

Upon payment of any premium for the renewal of this Contract, the insured shall notify the Company in writing of any injury, illness, physical or mental disability or incapacity which he/she has suffered or become aware of from the date he/she paid his/her last premium.

## **CLAIM PAYMENT**

In case of death of the insured by accident, the death benefit will be paid in Cyprus, exclusively to his/her legal heirs. Any amount paid under this contract is interest free.

## **CLAIM NOTIFICATION**

A written claim notice must be given to the Company within ten (10) days after the event or the commencement of any loss covered by the contract, as soon as possible. In the event that Death by Accident is covered by this contract, immediate notice must be given to the Company. Written notice of claim, must be given by the so-called insured at the Company's Head Office, or to any authorized official of the Company along with sufficient information to verify the identity of the named insured will be considered as notice to the Company.

## **TIME FOR SUBMISSION OF CLAIM FORMS**

Duly completed claim forms and written proof of loss must be submitted to the Company's Head Office within thirty (30) days after the date of such loss. Failure to submit such evidence within the required time will not void or reduce any claim if it is not possible to provide proof within the said time. In any case, no proof will be accepted if it is submitted after one (1) year from the time of the loss event.

## **CLAIM EVIDENCE / DATA**

All certificates, information and supporting documents required by the Company will be provided at the expense of the insured or his/her legal personal representatives and will be in such form as may be requested by the Company. In case of death of the insured, the Company will be entitled to request a post-mortem examination at its own expense.

## **LAWSUITS**

No action under the law or the law of leniency will be filed for a claim under this contract before the expiration of sixty (60) days from the submission, in accordance with the terms of this contract, of written proof of loss. No such lawsuit will be filed after the expiration of three (3) years from the time at which written proof of loss is required to be submitted.

## **RENEWAL OF THE INSURANCE POLICY**

This insurance policy will be automatically renewed for another insurance period with the terms and conditions that will apply on the date of renewal, provided that the insurance contract has not been terminated in writing either by the company or by the policy holder.

The company reserves the right not to renew the insurance policy without any notice in the following cases:

- a) If the premiums are not paid.
- b) The policy holder and / or the insured have made false statements or concealed facts which if they were known at the time of submission of the application the Company would not have assumed the risk or would have assumed it conditionally.

The Company reserves the right to modify the regulations, benefits and premiums of the program and any modifications enter into force on the next date of its renewal.

## **CANCELLATION**

The Company may cancel this contract at any time by giving written notice to the insured, or by mailing it to the last residential address as presented in the Company's records, which will determine when such cancellation will take effect which will not be earlier than fifteen (15) days from then. In the event of cancellation, the Company will promptly repay the proportional non-accrued portion of any premium paid by the insured. Such cancellation will be without prejudice to any pre-cancellation claim. In case of termination of the insurance policy by the policyholder on a date other than the renewal date, the premium to be charged will be calculated on a pro rata basis and with an additional charge for a period of 30 (thirty) days.

## **ARBITRATION**

All disputes arising under this insurance policy shall be referred to the decision of an arbitrator appointed in writing by the disputing parties, or in the event that both parties disagree to one arbitrator, to the decision of two arbitrators, each of whom shall be appointed in writing by either party within one (1) calendar month after either party has requested this in writing, or in the event that the arbitrators do not agree, to the appointment of a referee, who shall be appointed in writing by the referees prior to the commencement of the referral.

An arbitrator is present with the arbitrators and presides over the meetings, and the issuance of an arbitral award constitutes a condition for any right of action against the Company. If the Company disclaims any liability under any claim under this insurance policy and such claim has not been referred to arbitration under the provisions set forth herein within twelve (12) calendar months from the date of notice the claim is always deemed to have been abandoned and is not subsequently recovered under this term.

## **JURISDICTION CLAUSE**

The Company will not be responsible for providing indemnity coverage under this insurance policy in respect of decisions not issued or secured at first instance by a competent Court within the Republic of Cyprus.

In case of discrepancy in the interpretation between the English and Greek texts, only the Greek text shall have legal force.

## **EXCEPTIONS**

The company will not be obliged under this insurance policy to make any payment in relation to:

- a) Genetic diseases and defects.
- b) Acquired Immune Deficiency Syndrome (AIDS).
- c) Any claim that falls under any exception as set forth in the insurance schedule or any subsequent amendment or additional act.
- d) War, invasion, foreign power, riots or demonstrations, hostilities (whether declared war or not), civil war, standoff, revolution, insurrection or overthrow of the government by force or military action or usurpation of power or participation of any insured person actions.
- e) Ionizing radiation or radioactive contamination from any nuclear fuel or from any nuclear residue or from the combustion of nuclear material.
- f) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or part thereof.
- g) Navy or military or air or police operations.
- h) Intentional self-injury, suicide, suicide attempt, drug use, alcohol abuse, intentional exposure to undue danger.
- i) Benefit '*A-Death from an Accident*' while the insured engages in or engages in professional sports or any dangerous sport such as hot air ballooning, paragliding, parachute or Bungee or any form of air flight, ice hockey, speedboat racing, jumping or underwater swimming where the insured person uses a breathing apparatus, equestrian hunting, polo or horse shows, soccer, shooting, cave exploration, rock climbing or mountaineering, where ropes or guides are normally used, driving or participating in any kind of rally or other sport, judo, art Competitive winter sports, cross-country skiing, ski jumping, heli-skiing, bobsleigh or lugging, the insured person's involvement in, or participation in, speed racing or any kind of race.

If a sport is not included in this list, the Company will decide whether or not it is dangerous.

## **COMPLAINT HANDLING PROCEDURE**

In case you may have a complaint against Ypera Insurance Co. Ltd you can send a letter to the below stated address:

Ypera House, 2 Medousis Street, 6059 Larnaca  
P.O. Box 40378, 6303 Larnaca  
Further your complaint can be submitted through:  
Telephone No: 24 200 800  
Fax No: 24 82 82 99, or  
Via e-mail:Complaints@ypera.com.cy

All customers will receive a letter acknowledging receipt of their complaint within five (5) business days at the latest. We will do our best to resolve any dispute directly with you, but if we do not manage to satisfy you, you can refer any dispute to the Financial Ombudsman Service of the Republic of Cyprus who will review your case.

In any case, you always reserve your right to appeal to justice.

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

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

### **1. The Company**

Ypera Insurance Co. Ltd

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

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

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

### **3. How we Use Personal Data**

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

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

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

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

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

### **4. Automated Processing, including profiling**

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

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

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

Personal data collected may include: identification and contact information, payment card number and bank account number, vehicle number, sensitive medical or health information and other personal data provided by you, depending on the type of service you request as a subject and these are absolutely necessary for the company to decide whether or not to provide the required insurance service.

### **6. Personal Data**

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

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

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

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

### **7. Exchange of Personal Data**

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

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

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

### **8. International Transport**

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

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

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

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

#### **10. The Rights of the Subject**

Any personal data processed by the Company may in writing:

- Request to terminate any form of processing.
  - Receives a copy of his personal information held by the Company.
  - Ask for them to be upgraded and / or corrected so as to ensure their accuracy.
  - Request deleted items that are no longer needed.
- Request that processing be prohibited for a specific group of information.
- File a complaint if he / she considers that his / her personal data is being abused.
  - Revokes editing consent.

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

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

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