

# GROUP PERSONAL ACCIDENT SECTION

## DEFINED EVENTS

Bodily injury caused by accidental, violent, external and visible means to the Insured Person.

The Company will pay to the Insured, on behalf of the Insured Person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any Insured Person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading "Circumstances".

## DEFINITIONS

**Accumulation limit** shall mean the maximum liability of the Company (including any insured extensions) for all Insured Persons arising out of any one event or series of events with a single cause.

**Annual earnings** shall mean the annual rate of wage, salary and cost of living allowance being paid or allowed by the Insured to the Insured Person at the time of accidental bodily injury, plus overtime, house rents, food allowances, commissions and other considerations of a constant character paid or allowed by the Insured to the Insured Person during the 12 months immediately preceding the date of accidental bodily injury.

**Annual earnings basis** shall mean that the compensation will be based on the Annual Earnings of the Insured Person.

**Average weekly earnings** shall mean one fifty-second part of Annual earnings.

**Fixed amount basis** shall mean that the compensation will be based on the amount stated in the schedule.

**Insured Person** shall mean any principal, partner, director or employee of the Insured specified in the schedule.

**Maximum limit any one Insured Person** shall mean the maximum liability of the Company for any one Insured Person (including any insured extensions) arising out of any one event or series of events with a single cause.

**Medical expenses** shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing the Insured Person if trapped or bringing the Insured Person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

**Permanent Disability** shall mean the bodily injuries reflected under the table below headed "Compensation for Permanent Disability".

**Temporary Total Disability** shall mean a temporary total and absolute incapacity from following the usual business or occupation.

**Vehicle** shall mean any vehicle designed or adapted for propulsion or haulage on a road by means of fuel, gas or electricity, including a trailer, a caravan, an agricultural or any other implement designed or adapted to be drawn by such vehicle.

## COMPENSATION FOR PERMANENT DISABILITY

Compensation for each bodily injury will be calculated by multiplying the compensation for Permanent Disability as reflected in the policy schedule by the percentage reflected under the Percentage of Compensation heading below:

Description of Permanent Disability	Percentage of compensation
(a) loss by physical separation at or above the wrist or ankle of one or more limbs .....	100
(b) permanent and total loss of	

whole eye .....	100
sight of eye .....	100
sight of eye except perception of light .....	100
(c) permanent and total loss of hearing	
both ears .....	100
one ear .....	35
(d) permanent and total loss of speech .....	100
(e) injuries resulting in permanent total incapacity from following the usual occupation or any other occupation for which the Insured Person is fitted for by knowledge or training .....	100
(f) loss of four fingers .....	80
(g) loss of thumb or part thereof (provided at least an entire phalange is lost) .....	30
(h) loss of any other finger or part thereof (provided at least an entire phalange is lost) – per finger .....	15
(i) loss of metacarpals – per metacarpal .....	5
(j) loss of toes	
all on one foot .....	35
per toe or part thereof (provided at least an entire phalange is lost) .....	7
(k) permanent disfigurement resulting from accidental external burns to the combined surface area of the face and neck - 100% surface area disfigurement .....	75
remaining parts of the body other than the face and neck - 100% surface area disfigurement.....	50

## OPTIONAL COVER LIMITATIONS

### 1. **Business limitation** (if stated as being applicable in the schedule)

This section applies only in respect of accidental bodily injury to the Insured Person arising from and in the course of his employment in the business.

### 2. **Business limitation including commuting to and from work** (if stated as being applicable in the schedule)

This section applies only in respect of accidental bodily injury to the Insured Person arising from and in the course of his employment in the business including, if so stated in the schedule, direct travel to and from work and the residence of the Insured Person.

### 3. **Vehicle related accidents only** (if stated as being applicable in the schedule)

This section applies only in respect of accidental bodily injury to the Insured Person arising from an event involving a Vehicle whether such Insured Person was a driver of or passenger in such Vehicle, or a pedestrian.

## PROVISOS

It is declared and agreed that:

- the Company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person, more than the compensation payable for death or Permanent Disability (whichever is the higher) plus any compensation payable for Temporary Total Disability and Medical Expenses;
- where the injury leading to Permanent Disability is not specified, the Company will pay such sum as, in their opinion, is consistent with the above descriptions of Permanent Disability;
- in respect of permanent disfigurement resulting from accidental external burns (k), if less than 100% surface area disfigurement occurs, the Company will pay such proportion of 75% or 50% respectively which the actual surface area disfigurement bears to 100% surface area disfigurement. The Company shall not be liable to pay for any claim unless the burns disfigurement exceeds 10% of the area of either, the face and neck, or 10% of the rest of the body (other than the face and neck);

4. permanent total loss of use of part of the body shall be treated as loss of such part;
5. the maximum percentage of compensation payable for Permanent Disability resulting from an accident or series of accidents arising from one cause in respect of any one Insured Person shall be 100%;
6. the compensation specified in the schedule for Temporary Total Disability shall be payable for not more than the maximum number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
7. if following bodily injury the Insured requests the Company to pay the Insured Person directly, any compensation payable by the Company on an Annual Earnings Basis for any period of Temporary Total Disability or for Medical Expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of such Insured Person under any workmen's compensation enactment;
8. after suffering accidental bodily injury for which compensation may be payable under this section, the Insured Person shall, when reasonably required by the Company to do so, submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
9. General Conditions 2 and 9 do not apply to this section;
10. in respect of this section only, General Exclusion 1 is deleted and replaced by the following:
 

"This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any limits of compensation or first amounts payable stated in the schedule under each extension. Where more than one extension provides the same or similar cover, the Insured shall be entitled to claim under only one extension for the portion of cover that is the same.

### **Bereavement expenses** (if stated as included in the schedule)

In the event of the death of the Insured Person, the Company will pay the limit of compensation as specified in Schedule against this extension in addition to the compensation payable for the accidental death of such Insured Person.

### **Disappearance**

In the event of the disappearance of any Insured Person in circumstances which satisfy the Company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such Insured Person, the Company will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the Company shall have made payment hereunder in respect of such Insured Person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Company.

### **Emergency transportation/Search and rescue** (if stated as included in the schedule)

The Company will pay reasonable costs and expenses necessarily incurred for:

1. emergency transportation of an Insured Person to a medical facility following a Defined Event;
2. search, rescue, freeing of the Insured Person if trapped and bringing an Insured Person to a place of safety following a Defined Event or to prevent a Defined Event from occurring

provided that:

1. the Company will not be liable under 2 above if an Insured Person is found in circumstances which are unlikely to result in a Defined Event occurring;
2. the liability of the Company shall not exceed the limit of compensation stated in the schedule against this extension for any one Insured Person.

## **Exposure**

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

## **Hijacking, abduction or kidnapping** (if stated as included in the schedule)

If Temporary Total Disability is insured, the Company will treat any abduction, hijacking or kidnapping of an Insured Person as an insured event for the purposes of the Temporary Total Disability and Medical Expenses benefits provided that:

1. the Temporary Total Disability benefit is limited to the lesser of the period of the abduction, hijacking or kidnapping and eight weeks;
2. no benefit shall be payable if any member of the Insured Person's immediate family is involved in the abduction/hijacking/kidnapping as a principal or accessory.

## **Life support machinery**

Notwithstanding anything contained in the defined events, the 24-month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

## **Mobility** (if stated as included in the schedule)

If the Insured Person suffers Permanent Disability for which compensation is payable by the Company and as the direct result of such Permanent Disability the Insured Person is permanently dependent on a wheelchair for mobility the Company will pay for:

1. a mechanically propelled wheelchair;
2. the modification of the controls to such Insured Person's motor vehicle and if necessary the fitting of wheelchair loading equipment;
3. alterations to such Insured Person's residence to facilitate the use of such wheelchair

provided that:

1. the liability of the Company shall not exceed the limit of compensation stated in the schedule against this extension for any one Insured Person;
2. the limit of compensation stated in the schedule against this extension shall be payable in addition to any compensation payable for Permanent Disability.

## **Passive war** (if stated as included in the schedule)

Notwithstanding anything to the contrary contained in proviso 10, bodily injury shall be deemed to include injury to the Insured Person caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, insurrection, rebellion, revolution, military or usurped power.

Provided that the Company shall not be liable to pay compensation as a result of the Insured Person directly and / or actively taking part or engaging in aforementioned activities whilst serving in any armed force or otherwise, save, where applicable, only to the extent of taking such actions or steps as are reasonably required to protect himself, his family or the property of his employer.

If the Company alleges that, by reason of the proviso, the bodily injury to the Insured Person is not covered by this extension, the burden of proving the contrary shall rest on the Insured.

## **Rehabilitation** (if stated as included in the schedule)

Where the Company has paid a claim for Permanent Disability and as a direct result of that disability an Insured Person is unable to follow his usual occupation but can be retrained to carry out another occupation at the business of the Insured, the Company will also pay for the retraining costs, plus any costs incurred in adjusting the Insured Person's workplace, provided that:

1. the liability of the Company in respect of an accident or series of accidents arising from one cause will not exceed the limit of compensation stated in the schedule against this extension for any one Insured Person;
2. the limit of compensation stated in the schedule against this extension shall be payable in addition to any compensation payable for Permanent Disability.

### **Repatriation costs** (if stated as included in the schedule)

In the event of the death or serious accidental bodily injury of an Insured Person occurring away from the Insured Person's normal place of residence, the Company will pay for the reasonable and necessary expenses for the repatriation of the Insured Person (or the body of the Insured Person in the event of death) to his normal place of residence provided that:

1. the death or serious accidental bodily injury claim is covered by this section;
2. the liability of the Company shall not exceed the limit of compensation stated in the schedule against this extension for any one Insured Person;
3. the limit of compensation stated in the schedule against this extension shall be payable in addition to any compensation payable for death or Permanent Disability;
4. if there is a claim for serious bodily injury, the prior consent of the Company to repatriate the Insured Person must be obtained.

### **Trauma costs** (if stated as included in the schedule)

If following a defined event paid or payable by the Company, an Insured Person should sustain psychological trauma necessitating counselling by a qualified psychiatrist or psychologist, the Company will pay for the Insured Person's counselling expenses provided that:

1. the liability of the Company in respect of an accident or series of accidents arising from one cause will not exceed the limit of compensation stated in the schedule against this extension for any one Insured Person;
2. the limit of compensation stated in the schedule against this extension shall be payable in addition to any compensation payable for the defined event that necessitated the counselling.

## **SPECIFIC EXCLUSIONS**

The Company shall not be liable to pay compensation in respect of any Insured Person:

1. that is older or younger than the maximum or minimum ages under Age Limitation or any Age Limitation waiver stated in the schedule;
2. while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;
3. by his suicide or intentional self -injury;
4. caused solely by an existing physical defect or infirmity of the Insured Person;
5. as a result of the influence of alcohol, drugs or narcotics upon the Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
6. as a result of his participation in any riot, civil commotion or terrorism;
7. while he is, or as a result of his, engaging in
  - 7.1 motor cycling (including motor tricycling) whether as a driver or passenger but this exclusion shall not apply if it is on the business of the Insured;
  - 7.2 motor quadracycling (quad biking) whether as a driver or passenger but this exclusion shall not apply if it is on the business of the Insured;
  - 7.3 racing of any kind involving the use of any power-driven
    - 7.3.1 vehicle
    - 7.3.2 vessel
    - 7.3.3 craft;
  - 7.4 mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.