

Personal Accident

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Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

Benefit

The sum or sums of money that **We** have agreed to pay as shown in the **Schedule**.

Capital Benefits

A **Benefit** that is not payable at a weekly rate.

Deferment Period

The initial period of **Temporary Total Disablement** for which no **Benefit** is payable as shown in the **Schedule**.

Injury

Bodily Injury caused by:

- (a) accidental violent external and visible means
 - (b) unavoidable exposure to the elements
 - (c) accidental drowning, gassing or poisoning
- occurring within 24 months from the date of the accident causing the injury.

Insured Events

1. Death
2. **Loss of Limb**
3. **Loss of Sight, Hearing or Speech**
4. **Permanent Total Disablement**
5. **Temporary Total Disablement**

Insured Person

You or any of **Your** partners, directors or any **Employee** aged less than 75 years.

Loss of Limb

Total and permanent loss:

- (a) by physical separation
 - (b) of use
- of a hand, arm, leg or foot.

Loss of Sight, Hearing or Speech

Total and irrecoverable loss of:

- (a) sight in one or both eyes
- (b) hearing
- (c) speech.

Medical Expenses

Any reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and any hospital, nursing home or ambulance charges.

Operative Time of Cover

The time and circumstances when cover under this Section is operative within the **Period of Insurance** shown in the **Schedule**.

Permanent Total Disablement

Disablement which:

- (a) entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation** to which they are reasonably suited by training, education or experience
- (b) lasts for more than 12 months from the date of the accident
- (c) is beyond hope of improvement.

Temporary Total Disablement

Disablement which entirely prevents the **Insured Person** from engaging in or attending to their **Usual Occupation**.

Usual Occupation

The tasks, duties and other functions, which **You** normally pay the **Insured Person** to perform in connection with **Your Business**.

Weekly Benefit

The amount shown in the **Schedule** that **We** will pay to **You** for each complete working week, during any period of **Temporary Total Disablement** of an **Insured Person**.

Item Type

Specified Persons

Those persons specified in the **Schedule** as being **Insured Persons**.

Unspecified Persons

Any **Insured Person** whilst employed by **You** for the purposes of **Your Business**.

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Operative Time of Cover

24 Hours

At any time

Occupational

- (a) While an **Insured Person** is carrying out their occupational duties for **You** or while travelling between places of work where the travel is at **Your** expense.
- (b) At any time where the **Injury** is the direct result of an unprovoked physical assault by another person.

Occupational including Commuting

- (a) While an **Insured Person** is carrying out their occupational duties for **You** or travelling between:
 - (i) an **Insured Person's** place of residence and place of work
 - (ii) places of work where the travel is at **Your** expense.
- (b) at any time where **Injury** is the direct result of an unprovoked physical assault by another person.

Cover

We will pay **You** the **Benefit** if any **Insured Person** sustains **Injury** during the **Period of Insurance** and **Operative Time of Cover** which solely, directly and independently of any other cause results in one of the **Insured Events**.

Maximum Amount Payable

We will pay:

- (a) the **Capital Benefit** for **Insured Events** 1 to 4 shown in the **Schedule** for any one **Insured Person**
- (b) the **Weekly Benefit** for **Insured Event** 5, with payment being made at 4 weekly intervals but not payable for more than 104 weeks from the date the disablement started.

The **Benefit** will not be payable for more than one **Insured Event** 1 to 4 in respect of any one **Insured Person** identified as covered by this Section.

Payment in respect of **Insured Event** 5 will cease if the **Benefit** under **Insured Event** 1 to 4 becomes payable. Any sums paid under **Insured Event** 5 will be deducted from the amount of **Benefit** payable under **Insured Event** 1 to 4.

We will not be liable for any amount in excess of the maximum accumulation limit of £1,000,000 in respect of any one accident. If the aggregate amount of all benefits payable exceeds the maximum accumulation limit, the **Benefit** payable for each **Insured Person** shall be proportionately reduced until the total of all benefits does not exceed the maximum accumulation limit.

The maximum **Benefit** payable in respect of Death of an **Insured Person** under 16 years of age or under 18 years of age and in full-time education will not exceed £10,000 or the **Benefit** stated in the **Schedule** whichever is the lower.

Extensions

The following Extensions apply to this Section.

Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days and sufficient evidence is produced to support the conclusion that death has been caused by **Injury**, that person will be presumed to have died.

However if the **Insured Person** is subsequently found alive, any amount **We** have paid will be refunded to **Us**.

Medical Expenses Cover

We will pay **Medical Expenses** necessarily incurred and arising from treatment following **Injury** to an **Insured Person** up to:

- (a) 5% of the total amount paid for the **Capital Benefit** for **Insured Events** 1, 2, 3 and 4
- (b) 15% of the total amount paid as the **Weekly Benefit** for **Insured Event** 5.

Conditions

The following Conditions apply to this Section in addition to the General Conditions and Claims Conditions at the front of this policy.

Claims Evidence Condition

If **You** do not comply with this Condition **You** will not be covered and **We** will not pay **Your** claim.

- (a) The **Insured Person** must as early as possible seek the attention of a qualified medical practitioner in the event of **Injury** which causes or may cause a claim and all certificates, information and evidence required by **Us** in connection with that **Injury** is to be provided at **Your** or the **Insured Person's** expense
- (b) All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available upon request to any medical adviser appointed by **Us** and that medical adviser is to be allowed to make an examination of the **Insured Person** as often as necessary
- (c) In the case of Death of the **Insured Person** **We** will be entitled to have a post mortem examination at **Our** expense.

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Exclusions

The following Exclusions apply to this Section in addition to the General Exclusions at the front of this policy.

This Section does not cover any claim arising out of or consequent upon or contributed to directly or indirectly as a result of:

1. any pre-existing physical or mental disability or infirmity, medical condition or chronic or recurring ailment
2. any communicable disease including acquired immune deficiency syndrome (AIDS) or an AIDS related condition
3. insanity, intentional self-injury, suicide or attempted suicide
4. participation in any criminal act or civil commotion
5. flying or other aerial activities (other than whilst travelling as a passenger of a recognised airline)
6. pregnancy or childbirth
7. deliberate exposure to danger (except in an attempt to save human life)
8. an **Insured Person** practising or taking part in:
 - (a) any kind of racing (other than foot races)
 - (b) mountaineering or rock climbing
 - (c) abseiling, bungee jumping, potholing or similar underground activities
 - (d) underwater activities involving the use of breathing apparatus
 - (e) engaging in winter sports other than curling or skating
 - (f) speed or time trials
 - (g) engaging in any sport undertaken on a professional or semi-professional basis
 - (h) any operational duties as a member of the Armed Forces
9. the effects of alcohol or drugs (other than drugs prescribed by a qualified registered medical practitioner)
10. any treatment for drug addiction
11. any **Weekly Benefit** during the **Deferment Period**.