

PERSONAL ACCIDENT AND SICKNESS (GROUP) SECTION

Only applicable if this Section is shown as operative in the Schedule

1. Definitions

Wherever the following words or phrases appear in this Section they will always have these meanings

Insured

The company or person(s) or in the event of death of such person(s) the personal representative(s) so named in the Schedule

Insured Person(s)

All principals partners directors or employees of the Insured unless otherwise specified

Injury

Accidental bodily injury (not consisting solely of illness disease or disorder) caused solely and directly by violent accidental external and visible means resulting directly and independently of any other cause within two years in death loss or disablement as described in the schedule

This definition includes -

- a) exposure to the elements
- b) accidental drowning gassing or poisoning
- c) injury sustained whilst lawfully arresting or detaining or assisting to arrest or detain a criminal or suspected criminal

Sickness and Disease

Sickness resulting within two years of its commencement in paralysis loss or disablement as described in the schedule

Occupation

The Occupation of the Insured Person described in the Schedule and no other for the purposes of this insurance

Permanent Total Disablement

Disablement which prevents an Insured Person from carrying out their usual occupation

Total Disablement

Disablement which temporarily prevents an Insured Person from attending to their usual Occupation

Partial Disablement

Disablement which temporarily prevents the Insured Person from attending to their usual Occupation

Loss of limb

Loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot

Loss of sight

Total and irrecoverable loss of sight

Loss of hearing

Total and irrecoverable loss of hearing

Loss of speech

Total and irrecoverable loss of speech

Yearly Earnings

The total wages or salaries (exclusive of all allowances) shown in the wages and salaries books as having been paid to an Insured Person for the 52 weeks immediately preceding the date of bodily injury or if the period of employment with the Insured is less than 52 weeks the total wages or salaries (exclusive of all allowances) paid by the Insured to an Insured Person divided by the number of weeks during which such Insured Person has been employed by the Insured and the result multiplied by 52

Weekly Wage or Earnings

One fifty-second part of the Yearly Earnings

Terrorism

An act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear

The Cover

The Company agrees to pay compensation to the Insured on the basis of and in accordance with the terms of this Section and the Schedule of Benefits in respect of Injury sustained and/or sickness or disease declaring itself during the Period of Insurance

Extensions

Disappearance

If the Insured Person has been missing for more than 12 months it will be presumed that the death has occurred provided sufficient evidence is produced that the Insured Person sustained Injury causing death. If following payment the Insured Person is found to be alive the amount paid shall be refunded to the Company.

Hi-Jack/Kidnap/Unlawful Detention

If the Insured Person shall be the subject of a hi-jack or any attempt thereof, kidnap or unlawful detention and shall be under the control of the person(s) making such hi-jack, kidnap or unlawful detention anywhere in the world, the Company shall pay an amount of £50 for each day or part thereof that the Insured Person is so detained up to a maximum period of 30 days in respect of any one claim.

Exclusions

This Section will not pay benefit

- a) If the Sickness or Disease of an Insured Person commences after the period of insurance in which the Insured Person reaches the age of 65
- b) If the Injury, Sickness or Disease arises from the Insured Person taking a drug which is not lawfully available or is lawfully available only on prescription by a qualified doctor or dentist. This exception does not apply if the drug was prescribed
- c) If the Injury or Sickness or Disease results from any existing defect or chronic or recurring disease disorder or other condition of which the Insured or Insured Person was aware at the inception or the date that an Insured Person is included in this insurance or has suffered in the 12 months immediately preceding the inception of this insurance
- d) If the injury arises from or is traceable to or is caused by any gradually developing bodily deterioration whatever the cause of that deterioration
- e) If the Injury or Sickness or Disease arises from any medical or surgical procedure
- f) If the Injury or Sickness or Disease arises from flying except as a passenger in an aircraft operating under its own power
- g) If the Injury or Sickness or Disease arises from suicide or attempt thereof or wilful exposure to danger
- h) For any claims arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, Terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, but this exclusion shall not apply to losses arising from Terrorism unless such losses are caused by nuclear, chemical or biological attack
- i) In excess of £500,000 in total for any one Insured Person
- j) In excess of £2,000,000 in total in respect of any number of Insured Persons as a result of any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause

General Conditions

1 Observance of Terms

It is a condition precedent to any liability on the part of the Company that the terms hereof so far as they relate to anything to be done or complied with by the Insured and/or any other person to whom compensation may be payable are duly and faithfully observed

2 Claims Notification

Every notice or communication required by this Section to be given to the Company shall be written and shall be delivered at an office of the Company Notice of any Injury sickness or disease in respect of which a claim is to be made shall be given to the Company as soon as possible but in any case within three months of the event giving rise to the Injury or of the commencement of the sickness or disease

3 Claims Procedure

All certificates information and evidence required by the Company shall be furnished at the expense of the Insured and shall be in such form and of such nature as the Company may prescribe The Insured Person as often as required shall submit to medical examination on behalf of the Company at its own expense in respect of any alleged Injury sickness or disease The Company shall in case of death of the Insured Person be entitled to have a post mortem examination at its own expense No assignee of the Section shall be entitled to any benefit hereunder except in the case of a claim for death arising under the appropriate item of the Schedule of Benefits

4 Changes in Circumstances

The Insured must notify the Company as soon as possible in writing of any change which may materially affect this insurance

5 Arbitration

If the Company admits liability for a claim but the Insured cannot agree with the Company the amount to be paid the disagreement will be referred to an arbitrator appointed jointly by both parties in accordance with the law in force at the time The Insured cannot take action in law against the Company over this disagreement until the arbitrator has made his award

6 Premium Adjustment

If any part of the premium has been calculated on estimates the Insured shall within one month from the expiry of each Period of Insurance furnish such particulars and information as the Company may require and shall at the request of the Company provide an auditors certificate in support thereof The premium for such period shall then be adjusted Should the Insured fail to supply such particulars the Company shall be entitled to charge a reasonable additional premium in respect of that Period of Insurance

7 Assignment

This section is not assignable Payment of any benefit under this section shall be made to the Insured and his/her receipt shall be a discharge to the Company

THE GENERAL CONDITIONS OF THE POLICY SHALL NOT APPLY TO THIS SECTION OTHER THAN THOSE HEADED INSTALMENTS AND CANCELLATION

