



Policy Wording

Personal Accident Insurance

1. In consideration of the payment of the required premium(s) and subject to the terms, conditions and exclusions herein defined, Underwriters agree with the Assured, to the extent and in the manner herein provided, that if the Insured Person sustains Bodily Injury as herein defined, Underwriters will pay to the Assured, or to the Assured's Executors or Administrators (if any) the amount of compensation applicable and all as more fully defined in the Schedule of Compensation attached hereto and which shall form an integral part of this policy.



Definitions

2. DEFINITIONS: In this insurance,

2.1 "Accidental Death" shall mean the death of the Insured Person from Bodily Injury.

2.2 "Permanent Total Disablement" and "Permanently Totally Disabled" shall mean complete and total physical inability of the Insured Person arising from Bodily Injury which entirely prevents the Insured Person from attending to any business or occupation of any and every kind and which either lasts for twelve continuous months and at the end of such time there is no hope of recovery, or is as and when Underwriters' determine that the Insured Person is Permanently Totally Disabled, whichever is the earlier occurrence.

2.3 "Loss of or loss of use of a limb(s)" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg. "Loss of or loss of use of an eye or both eyes" means the total and irrecoverable loss of sight of one or both eyes.

2.4 "Temporary Total Disablement" and "Temporarily Totally Disabled" shall mean disablement of the Insured Person arising from Bodily Injury which entirely prevents the Insured Person from attending to his usual occupation as stated in the Schedule. In the event of Bodily Injury during the period of insurance then the Underwriters, after the excess period, as specified in the Schedule, will pay to the Insured Person the weekly benefit as specified in the Schedule.

2.5 "Accident" shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

2.6 "Bodily Injury" shall mean identifiable physical injury which is caused by an Accident, which occurs during the period of this insurance and which solely and independently of any other cause, (except Illness directly resulting from, or medical or surgical treatment rendered necessary by such Bodily Injury), occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.

2.7 "Insured Person" shall mean the person upon whom the defined risk is operative and whose name appears in the Schedule herein.

2.8 "Assured" shall mean the third party effecting the insurance on behalf of the Insured Person and as specified in the Schedule if applicable. Where there is no Assured and this insurance is issued direct to an Insured Person, all references to "Assured" in this insurance shall be deemed to be references to "Insured Person" and this insurance shall operate accordingly.

2.9 "Excess" shall mean the number of days stated in the schedule of compensation herein at the beginning of each and every period of Temporary Total Disablement for which no benefit is payable. If any Temporary Total Disablement arising from the same Bodily Injury reoccurs within 180 days of recovery then no Excess shall apply.

2.10 "Maximum Benefit Period" shall mean the maximum number of weeks in respect of all Bodily Injury and Illness

causing Temporary Total Disablement for which benefit shall be payable by Underwriters.

2.11 "Underwriters" shall mean the various insurers and/or syndicates at Lloyd's of London participating in this contract.

2.12 "Pre-existing Condition" shall mean any incapacity otherwise covered by this insurance and due wholly or partly to any illness or injury or any related condition either which existed or was foreseeable prior to the commencement of this insurance or as disclosed in the Proposal Form.



Conditions

3. CONDITIONS: The following are general conditions and are precedent to Underwriters' liability to pay compensation under this insurance:

3.1 Notice must be given to Underwriters as soon as reasonably practicable of any Accident which causes or may cause disablement or Bodily Injury within the meaning of this insurance, and the Insured Person must, as early as possible, place himself under the care of a duly qualified independent medical practitioner. Notice must be given to Underwriters as soon as reasonably practicable in the event of death of the Insured Person resulting or alleged to result from an Accident.

3.2 It is a condition precedent to Underwriters' liability to pay compensation to the Assured or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related Pre-existing Condition shall be made available on request to any medical adviser appointed by or on behalf of Underwriters and that such medical adviser or advisers shall, for the purposes of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the Insured Person.

3.3 Underwriters at their own expense shall have the right and opportunity to examine the Insured Person whose Bodily Injury is the basis of a claim when and as often as they may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

3.4 Any claim made under this insurance in respect of Permanent Total Disablement shall be subject to the approval of two independent medical referees, one to be appointed by the Insured Person and one by Underwriters. In the event of the aforesaid independent medical referees being unable to concur, in their opinion that the Insured Person is Permanently Totally Disabled, a third independent medical referee will be appointed by them and his decision shall be final and binding upon all parties. Underwriters or the Insured Person reserve the right at their own discretion to apply this same procedure in respect of any Temporary Total Disablement claim made hereunder.

3.5 Benefit(s) 1 to 4 of the Schedule of Compensation are only insured where there is an amount inserted against them in the Schedule of Compensation. Where benefit(s) are not insured, the words "Not Insured" are inserted. Notwithstanding the benefits insured in the Schedule of Compensation the following limitations shall apply:

3.5.1 Compensation shall not be payable under more than one of items 1 or 2 of the Schedule of Compensation.

3.5.2 Benefit 4 may be payable in addition to benefit 1 however payment of benefit will cease upon the death of the Insured Person.

3.5.3a Benefit 4 may be payable in addition to, but not concurrently with, benefit 2.

3.5.3b Benefit 4 may be payable in addition to benefits 3

3.5.4 Benefit 4 payable for a fractional part of a week will be

indemnified on the basis of one-seventh of the applicable

weekly benefit for each day of disablement for which Underwriters are liable.

3.5.5 From the date at which the Insured Person is determined to be Permanently Totally Disabled, benefit 4 will cease with effect from that date.

3.5.6 The total sum payable under items 1 or 2 or 3 in respect of one or more claims shall not exceed in all the largest benefit under any one of the items 1 or 2 or 3 contained in the Schedule of Compensation.

3.6 This insurance contract shall be governed by and shall be construed in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales. Any enquiry or complaint should be addressed in the first instance to Europea Ltd. If you are not satisfied with the way a complaint has been dealt with, you may ask the Complaints and Advisory Department, Lloyd's, One Lime Street, London EC3M 7HA to review your case without prejudice to your rights in law.

3.7 This certificate of insurance, including any endorsement and attachment and application, if any, constitutes the entire contract. No change in this certificate of insurance shall be valid until approved by Europea Ltd. and unless such approval has been endorsed hereon or attached hereto. No person has authority to change this certificate of insurance or any of its terms or conditions, other than authorised signatories of Europea Ltd.

3.8 Any fraud, concealment, or deliberate mis-statement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.

3.9 The Insured Person is deemed to have made a recovery when he is able to perform his duties and related activities associated with his usual occupation as specified in the Schedule.

3.10 If the Insured Person shall engage in any occupation, sport, pastime or activity in which greater risk may be incurred than in the usual occupation stated in the Schedule without first notifying Europea Ltd. and obtaining their written agreement on behalf of Underwriters (and subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any Bodily Injury arising out of or in the course of such occupation, sport, pastime or activity.

3.11 Words in the masculine gender shall include the feminine.

3.12 The Insured Person shall at all times take reasonable precautions to prevent accidents, loss, destruction or damage.

3.13. On the happening of any event likely to give rise to a



claim the Insured Person shall

(a) provide written notice to the Underwriters' appointed claims administrator as soon as reasonably practical and provide all particulars and evidence documentary and otherwise at the expense of the Insured Person and do all such things as the Underwriters may reasonably require.

(b) when required the Insured Person shall submit to medical examination on behalf of the Underwriters at the Insured Person's expense in respect of any alleged Bodily Injury.

3.14 All certificates, information and evidence to support a claim shall be provided at the expense of the Insured Person and shall be in a form as required by the Underwriters and/or their appointed claims administrator. The Insured Person shall as often as required submit to medical examination at the expense of the Underwriters. The Underwriters shall in the event of the death of the Insured Person be entitled to have a post-mortem examination at their own expense, where it is not forbidden by law.

3.15. If at the time any claim arises there is any other insurance covering the same loss, the Underwriters shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

3.15. This insurance may be cancelled by the Assured at any time by written notice or surrender of the policy. 30 days written notice must be given to Europea Ltd. Any premium due for time on risk will be calculated either on a pro-rata or short rate basis, as deemed appropriate by Europea Ltd.

3.16. If the circumstances in which this Insurance was entered into shall be materially altered without the written consent of the Underwriters being obtained thereto this cover shall be voidable.

3.17. The due observance and fulfilment of the terms, conditions and limitations of this cover insofar as they relate to anything to be done or complied with by the Insured Person and the truth of the statements and answers in the said Application shall be conditions precedent to any liability of the Underwriters to make any payment under this insurance. The Assured must inform Europea Ltd. as soon as reasonably practicable of any change of risk relating to the Insured Person including change of residence, usual occupation (as stated in the Schedule attached hereto) or immediately upon ceasing to be employed or upon retirement.

3.18. If any claim under this insurance shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this cover all benefit thereunder shall be forfeited.

3.19. Notwithstanding the fact that insurance has only been requested for one or a number of sections of the policy, the policy wording must still be read as a whole.

3.20 Third Parties: The only parties to this contract are the Assured and us. No other person, including the Insured Person, has any right under the contracts (Rights of Third Parties) Act 1999 to enforce this Policy or any part of it.

3.21. Sharing of Your Personal Information: Your details may be shared with other similar organisations in the following circumstances: -

1. For the purposes of obtaining quotations, indications of terms, amendment of terms or advice of an insurance nature, including policy renewals,

2. The sharing of information with other insurance companies, underwriters, brokers or similar organisations for the purpose of the detection of fraud or misrepresentation of facts.



Exclusions

4. EXCLUSIONS: This insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

4.1

(i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

(ii) any act of terrorism 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.

(iii) mutiny, riot, strike, military or popular rising, insurrection, rebellion, revolution, military or usurped power.

(v) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege (hereinafter for the purposes of this Exclusion called "the Occurrences").

Any consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise) whether directly or indirectly proximately or remotely occasioned by or contributed to by or traceable to or arising in connection with any of the said Occurrences shall be deemed to be consequences for which the Underwriters shall not be liable except to the extent that the Insured Person shall prove that such consequence happened independently of the existence of such abnormal conditions. In any action suit or other proceeding where the Underwriters allege that by reason of this Exclusion any consequence is not covered the burden of proving that such consequence is covered shall be upon the Insured Person.

This exclusion shall not apply in the event of the Insured Person sustaining Bodily Injury whilst an innocent bystander (the "Innocent Bystander Exception"), provided always that the Innocent Bystander Exception is subject to cancellation by the Underwriters by giving 4 days notice by registered letter to the Insured Person at his last known address but if the Insured Person is in the course of a journey commenced prior to the cancellation of the Innocent Bystander Exception then the Innocent Bystander Exception shall remain effective for the duration of such journey.

4.2 Radioactive contamination;

4.3 The Insured Person committing suicide or attempted suicide or committing or attempting to commit an intentional self injury;

4.4 The Insured Person being incapable due wholly or partly to mental illness or emotional or behavioural conditions;

4.5 The Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act;

4.6 The Insured Person being under the influence of alcohol exceeding those levels defined by law for the use of a motor

vehicle in the country in which the Insured Person is domiciled;

4.7 The Insured Person being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;

4.8 The Insured Person's Temporary Total Disablement arising from pregnancy, childbirth, miscarriage or abortion; the Insured Person's Permanent Total Disablement arising from pregnancy, childbirth, miscarriage or abortion unless such Permanent Total Disablement is caused by a medical complication;

4.9 The Insured Person engaging in or taking part in

(a) naval, military or air force service or operations;

(b) wintersports, other than recreational skating, curling, skiing and snowboarding on-piste only, but excluding off-piste, or heli-ski /snowboarding;

(c) skin diving involving the aid of breathing apparatus, rock-climbing or mountaineering normally involving the use of ropes or guides, potholing, hang-gliding, parachuting, hunting on horseback, or driving or riding in any kind of race.

(d) driving or riding on motor-cycles or motor-scooters over 100cc;

4.10 The Insured Person engaging in Air Travel except as a passenger in a properly licensed multi engine aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;

4.11 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this Syndrome has been acquired or maybe named;

4.12 The Insured Person committing or attempting to commit a criminal act;

4.13 A Pre-existing Condition.

4.14 The death of the Insured Person arising from Illness;