

Accident Section (02)

Definitions

Accidental Bodily Injury

Bodily injury caused by:

- a. accidental violent external and visible means
- b. unavoidable exposure to the elements.

Adjustment Information

Such additional information as **the Insurer** may require **the Insured** to provide in order to calculate the full premium due for the **Period of Insurance** as shown on the **Schedule**.

Aircraft Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving any **Scheduled Air Transport**.

Annual Salary

The annualised gross salary (excluding bonus payments) payable per annum by **the Insured** to the **Insured Person** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury**.

Associated Illness

Sickness or disease (except any psychological condition or disorder) that results directly from the **Insured Person** sustaining **Accidental Bodily Injury**, that would not otherwise have arisen and had not previously arisen.

Benefit

The sum or sums of money that **the Insurer** has agreed to pay **the Insured** or, as applicable, the **Insured Person** as shown in the **Schedule**.

Business of the Insured

The business of **the Insured** as shown in the **Schedule**.

Business Trip

Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business of the Insured** that forms part of the **Declared Travel Pattern**.

Capital Sum Benefit

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

Clause

Any addition, variation or alteration to the terms of this **Section**.

Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or **Death**.

Contamination by Terrorism Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and business travel policies issued or to be issued by **the Insurer** to **the Insured** in respect of any one **Loss** involving **Contamination by Terrorism** as shown in the **Schedule**.

Death

Death caused by **Accidental Bodily Injury**.

Declared Travel Pattern

The number of journeys, details of destinations and average duration of each journey as provided by **the Insured** to **the Insurer** before the inception of cover or the renewal of cover.

Directors

The registered company directors of **the Insured**, and any other persons agreed with **the Insurer** in writing to be treated as directors under this **Section**.

Employee

Any employee of **the Insured** or any other person acting in the capacity of an employee whilst working for **the Insured** in connection with the **Business of the Insured**.

Event Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** not involving air travel.

Excess Period

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

First Aid Expenses

Expenses necessarily incurred by the **Insured Person** or **the Insured** on behalf of the **Insured Person** for immediate and urgent treatment due to the **Insured Person** having sustained **Accidental Bodily Injury** which results in a valid claim for any of **Benefits** under item 1 to 9 as shown in the **Scale(s) of Compensation** on the **Schedule**.

Hospital

Any National Health Service Trust or registered private Hospital in the **United Kingdom** licensed by a recognised body for the undertaking of surgical operations or any equivalent establishment outside of the **United Kingdom**.

Hospitalisation

Any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital**.

Insured Person

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

Insured Trip

- Any journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) on behalf of **the Insured** in connection with the **Business of the Insured**
- and
- any other journey undertaken by an **Insured Person** (and their accompanying **Spouse** and accompanying immediate family when approved by **the Insured**) with the permission of **the Insured**
- that forms part of the **Declared Travel Pattern**.

Loss

A loss or series of losses arising out of or consequent upon or contributed to directly or indirectly by one originating event.

Loss of Hearing

Total and permanent loss of hearing in one or both ears that in the opinion of an independent qualified medical referee acceptable to **the Insurer** is never going to improve.

Loss of Internal Organ

Total and permanent:

- a. loss by removal
 - or
 - b. effective loss of use
- of one lung or kidney, the spleen or liver

Loss of Limb

- a. by physical separation
 - or
 - b. of use
- of a hand, at or above the wrist or a foot at or above the ankle.

Loss of Sight

Total and permanent loss of sight which will be considered as having occurred:

- a. in both eyes if the **Insured Person's** name has been added to the Register of Blind Persons maintained by the government on the authority of a fully qualified ophthalmic specialist
- or
- b. in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Loss of Speech

Total and permanent loss of the ability to speak or communicate verbally.

Maximum Benefit

The maximum amount of **Benefit** payable, as shown in the **Scale(s) of Compensation** on the **Schedule**.

Maximum Payment Period

The maximum length of time for which a **Benefit** is payable after the **Excess Period** has expired as shown in the **Schedule**.

Non-scheduled Air Accumulation Limit

The Insurer's maximum liability in total under this and any other group personal accident and/or business travel policies issued or to be issued by **the Insurer** to **the Insured** for all **Losses** involving air travel other than **Scheduled Air Transport**.

Operative Times of Cover

The time and circumstances when cover under this **Policy** is effective within the **Period of Insurance** shown in the **Schedule** by reference to the terms in this **Section**.

Permanent Total Disablement

Any permanent disablement other than

- a. **Loss of Sight**
- b. **Loss of Hearing**
- c. **Loss of Limb**
- d. **Loss of Internal Organ**
- e. **Loss of Speech**

which having lasted without interruption for at least 12 months, has no reasonable prospect of improving, and in the opinion of an independent qualified medical referee acceptable to **the Insurer**, will in all probability permanently, completely and continuously prevent the **Insured Person** from engaging in or giving attention to :-

- i. their **Usual Occupation** if in gainful employment
- ii. business profession or occupation of each and every kind if the **Insured Person** is not in gainful employment
- iii. business schooling profession or occupation of each and every kind if the **Insured Person** is under 16 years of age or under 18 years of age in full time education

for the remainder of their life.

Permanent Total Disablement (Continental Scale)

Compensation under Item 7 of the **Scale(s) of Compensation** is extended to include the following additional **Benefits** in accordance with the following percentages subject to a maximum total of 100% in the aggregate if the Continental Scale is shown as insured on the **Schedule**.

1. Permanent Total Disablement	100%
2. Permanent loss by physical separation of:	
a. one thumb:	
I. both phalanges	30%
II. one phalange	15%
b. one index finger	
I. three phalanges	20%
II. two phalanges	13%
III. one phalange	6%
c. one other finger	
I. three phalanges	10%
II. two phalanges	6%
III. one phalange	3%
d. one great toe:	
I. two phalanges	15%
II. one phalange	7.5%
e. one other toe:	
I. three phalanges	5%
II. two phalanges	3%
III. one phalange	1.5%
3. Permanent total loss of use of:	
a. Shoulder or Elbow	25%
b. Wrist, Hip, Knee or Ankle	20%
4. Removal by Surgical Operation of Lower Jaw	30%
5. Sickness resulting in Loss of Sight or Permanent Total Disablement by Paralysis	20%

Which the **Insured Person** has survived for at least one month from the date of the occurrence.

In the event of Partial loss for 2. a proportionately lower percentage of compensation will be payable.

Claims arising from pre-existing conditions are excluded in respect of 5. **Sickness** resulting in **Loss of Sight** or **Permanent Total Disablement** by Paralysis or in respect of General Paralysis of the insane.

Permanent Partial Disablement

Means **Loss of Sight, Loss of Hearing, Loss of Speech, Loss of Limb, Loss of Internal Organ.**

Scale(s) of Compensation

The scale of **Benefits** as shown in the Accident **Section** of the **Schedule**.

Scheduled Air Transport

A registered fixed wing aircraft which flies from an internationally recognised airport on a published schedule and which has more than 18 seats.

Sickness

Any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured Person** within **Europe**, the United States of America, Canada, Australia or New Zealand.

Spouse

The spouse, partner or civil partner of the **Insured Person** with whom the **Insured Person** has been cohabiting for at least 3 months as though they were their spouse, partner or civil partner.

Temporary Partial Disablement

Disablement that completely prevents the **Insured Person** from performing more than 50% of the functions of their **Usual Occupation**.

Temporary Total Disablement

Disablement which completely prevents the **Insured Person** from performing each and every function of their **Usual Occupation**.

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, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Usual Occupation

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

Visitors

Persons who are not:-

- a. **Employees of the Insured**
 - b. emergency services personnel
 - c. work experience placements under government funded training programmes
- but who are lawfully visiting **the Insured's** premises.

War

Invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Weekly Benefit

The amount shown in the **Schedule** under the **Scale(s) of Compensation** that **the Insurer** will pay to **the Insured** for each complete working week, during any period of **Temporary Total Disablement** or **Temporary Partial Disablement** of an **Insured Person**.

Weekly Wage

The gross basic weekly amount (or in the case of salaried **employees** 1/52nd of the **Annual Salary**) normally paid (excluding bonus payments) by **the Insured** to the **Insured Person** as at the date of occurrence of the accident giving rise to **Accidental Bodily Injury** for their **Usual Occupation**.

Operative Times of Cover

- **24 Hours**

At any time

- **Business Travel outside the United Kingdom**

On a **Business Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

- **Business Travel in the United Kingdom**

On a **Business Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

- **Travel in the United Kingdom**

On a **Business Trip** for **Insured Person's** and **Insured Trip** for **Directors of the Insured** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

- **Travel outside the United Kingdom**

On a **Business Trip** for **Insured Person's** and **Insured Trip** for **Directors of the Insured** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom** whichever is last, until return to place of residence or place of work in the **United Kingdom** whichever is first.

Any period of holiday for an **Insured Person** which is purely ancillary to the **Business Trip** shall be deemed included within the period of the **Business Trip** provided that it is otherwise within the period set out above.

- **All Travel in the United Kingdom**

Whilst on an **Insured Trip** in the **United Kingdom** or country of residence involving an overnight stay away from the **Insured Person's** residence, or a flight in an aircraft. Cover starts from the time of leaving the residence or work place whichever is last, until return to the residence or work place, whichever is first.

- **All Travel outside the United Kingdom**

While on an **Insured Trip** outside the **United Kingdom** or country of residence, cover starting from the time of leaving place of residence or place of work in the **United Kingdom**, whichever is the last, until return to place of residence or place of work in the **United Kingdom**, whichever is the first.

- **Occupational**

a. While an **Insured Person** is carrying out their occupational duties for **the Insured** or while travelling between:

i. the **Insured Person's** place of residence and place of work

ii. between places of work

where the travel is at the expense of **the Insured**.

b. At any time where the **Accidental Bodily 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 **the Insured** or while travelling between:
 - i. place or residence and place of work
 - ii. between places of work where the travel is at the expense of **the Insured**.
 - b. At any time where the **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

- **Away from premises**

While an **Insured Person** is:

 - carrying out his occupational duties and is not on **the Insured's** premises
 - travelling between places of work where the travel is at the expense of **the Insured**.

- **Assault**

At any time where **Accidental Bodily Injury** is the direct result of an unprovoked physical assault by another person.

- **Motor Vehicle Travel**

Whilst getting in and out of, travelling in, loading or unloading, carrying out emergency road-side repairs to, and refuelling of, any vehicle used for the **Business of the Insured**.

Part 1 Accident

Cover

Accident Cover

The Insurer will pay the Insured compensation in accordance with the Scales(s) of Compensation specified in the Schedule if any Insured Person suffers Accidental Bodily Injury during the Period of Insurance and Operative Time of Cover which, within 12 months thereof solely, directly and independently of any other cause results in the:

- a. Death
 - b. Permanent Total Disablement
 - c. Permanent Partial Disablement
 - d. Temporary Total Disablement
 - e. Temporary Partial Disablement
- of an Insured Person

Extensions of Cover

This describes a number of additional benefits which are provided as an automatic extension of cover.

1. Rehabilitation and Retraining Expenses

If the Permanent Total Disablement Benefit becomes payable the Insurer will pay for rehabilitation and retraining costs to facilitate the Insured Person's return to gainful employment provided that the:-

- a. Insured Person was not over 65 years of age when Accidental Bodily Injury leading to Permanent Total Disablement occurred
- b. Insured Person was an Employee of the Insured
- c. Insurer's prior written approval of any rehabilitation and retraining costs is obtained.

The maximum amount payable is £10,000 in respect of any one Insured Person.

2. Visitors Benefit

If a Visitor suffers Accidental Bodily Injury during the Operative Time of Cover which, within 12 months thereof solely, directly and independently of any other cause results in the Death, Permanent Total Disablement or Permanent Partial Disablement of a Visitor the Insurer will pay the Insured a sum of £2,500 in respect of each Visitor.

The maximum amount payable is £10,000 in respect of any one Loss.

3. Hospitalisation Benefit

If Accidental Bodily Injury results in Hospitalisation in the Insured Person's country of residence on the recommendation of an appropriate doctor attached to the Hospital, the Insurer will pay the Insured the following amounts:-

In-Patient Benefit

- a. £50 for each continuous 24-hour period that the Insured Person spends in Hospital as an in-patient.

The maximum amount payable is £2,000 in respect of any one Insured Person.

Convalescence Benefit

- b. £50 for each continuous 24 hour period of convalescence during which the Insured Person is confined to their home or a registered nursing home on the recommendation of an appropriate doctor attached to the Hospital after discharge following a period of Hospitalisation.

The maximum amount payable is £2,000 in respect of any one Insured Person.

4. Training Placements' Benefit

Unless otherwise included as an **Insured Person** or **Visitor** this **Section** extends to include:

- a. work experience placements
- b. trainees

under government funded training programmes for £25,000 **Benefit** in respect of any one **Insured Person** upon **Death, Permanent Total Disablement** or **Permanent Partial Disablement**.

5. Age Enhancement Benefit

Notwithstanding Condition 12 **the Insurer** will pay a sum of £2,500 to **the Insured** in respect of an **Insured Person** who is between 75 and 80 years of age if the **Death** or **Permanent Partial Disablement Benefit** would otherwise become payable if the **Insured Person** was under 75 years of age.

6. Assault Injury Enhanced Benefit

If an **Insured Person** sustains **Accidental Bodily Injury** as a direct result of a malicious, unprovoked, physical assault whilst he or she is acting in connection with the **Business of the Insured** which causes **Death, Permanent Total Disablement** or **Permanent Partial Disablement** **the Insurer** will pay **the Insured** an additional **Benefit** equivalent to 10% of the Capital Sum **Benefit** amount shown in the **Schedule** for the **Insured Person**.

The maximum amount payable in respect of this additional **Benefit** is £25,000 in respect of any one **Insured Person**.

7. Temporary Replacement Staff Costs

If a **Death Benefit** becomes payable under this **Policy** **the Insurer** will pay **the Insured** an additional sum of £5,000 towards reasonable additional costs **the Insured** incurs in conducting the **Business of the Insured**.

8. First Aid Expenses

The Insurer will pay for **First Aid Expenses** incurred in the **Insured Person's** country of residence up to a maximum of:

- a. 15% of any amount paid by **the Insurer** under Benefit 1 to 7

or

- b. 30% of any amount paid by **the Insurer** under Benefit 8 and 9

as set out in the **Schedule** subject to a maximum total amount of £15,000 in respect of any one **Insured Person**.

9. Legal Advice

A Legal Adviser Card is provided to **the Insured** as an automatic **Benefit** entitling all **Insured Person's** to seek telephone advice and guidance 24 hours a day, 365 days a year on any personal legal matter apart from employment problems, which should be directed through the employers normal procedures.

The legal advice and guidance the **Insured Person** gets will always be according to the laws of Great Britain and Northern Ireland. Calls may be recorded to protect the **Insured Person**.

When the **Insured Person** calls for Legal Advice, he or she must quote Policy Reference 34465. The **Insured Person** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return the **Insured Person's** call.

Legal advice is available by telephone during the **Period of Insurance** although no liability can be accepted for any breakdown or failure of the telephone network.

Policyholder Helplines

These added value services are provided as automatic benefits under your policy and are administered by FirstAssist Services Ltd on behalf of **the Insurer**.

All services are accessed by **the Insured** or **Insured Person** contacting FirstAssist on the telephone numbers provided alongside each service.

Employee Assistance

Tel 01455 895070

The world we live in is constantly changing, less certain and more stressful than it used to be. People may have difficulty coping with the pressures and strains of life whether at home or in the workplace.

Issues can range from debt problems, marital and relationship difficulties, alcohol and drug misuse, stress or bereavement.

We provide access to specialist counselling that is confidential to the employee, and available 24 hours a day, 365 days a year.

Medical Advice Line

Tel 0208 763 4808

The medical advice helpline can provide advice and information on a wide range of issues from:

- All medical and surgical conditions
- Medications
- Pre and post treatment advice
- The rights of patients and their families
- Hospital procedures
- Location of specialist practitioners, hospitals and consultants
- Do's and don'ts before and after treatment
- The right questions to ask the doctor/consultant/hospital in plain English
- Details of local and national help and support groups

If they don't have the answer, the medical team will source the required details and call back, e-mail or post these to the employee.

The Medical Advice Line provides comprehensive advice and information, however, it is not an emergency service and will not provide a diagnosis or prescribe treatments.

Exclusions

This Section does not cover:

Any claim arising out of or consequent upon or contributed to directly or indirectly by:-

1. any **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
2. the **Insured Person**
 - a. taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the **Insured Person's** own drug addiction or alcoholism
 - b. serving in the Armed Forces of any Nation or International Authority
 - c. committing suicide, attempted suicide or intentional self-injury
 - d. participating in off-piste winter sports
 - e. engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
3. **War** (whether declared or not):
 - a. between any of the Major Powers (specifically China, France, the **United Kingdom**, any of the former member states of the Soviet Union and the United States of America) and/or
 - b. within **Europe** in which any of such Major Powers or their armed forces are involved or any enforcement action within **Europe** by or on behalf of the United Nations.
4. ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
6. The following Exclusion applies to any **Loss** in excess of the **Contamination by Terrorism Accumulation Limit** shown in the **Schedule**.

Claims are not payable as a result of any event directly or indirectly arising out of **Contamination** due to any act of **Terrorism** regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

If the **Insurer** alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the **Insured** or **Insured Person**, as applicable.
7. Any claim arising out of or consequent upon travel to Afghanistan, Iraq, Ivory coast, Somalia or Chechnya unless agreed in writing by the **Insurer**.
8. Any claim in excess of:-
 - a. £25 million
 - b. the **Event Accumulation Limit, Non-scheduled Air Accumulation Limit, Aircraft Accumulation Limit**
 - c. **Contamination by Terrorism Accumulation Limit**whichever shall be the lower.
9. Any claim in respect of:-
 - a. any **Benefit** during the **Excess Period**
 - b. **sickness** or disease (with the exception of **Associated Illness**)

Conditions

The **General Conditions** of this **Policy** apply to this **Section** with the exception of **General Conditions 2, 3 and 4**.

In addition the following **Section** Conditions apply to this **Section**.

1. Duty of Disclosure

All information supplied to **the Insurer** by or on behalf of **the Insured** in connection with this **Section** must be truthful and complete including any information supplied in relation to a claim.

2. Payment of Premium

The Insured must pay to **the Insurer** all premiums due to **the Insurer** together with all taxes due on the premiums.

If **the Insurer** agrees to accept payment of premiums by instalments and payment of any instalment is not made on a due date for whatever reason the full outstanding balance shall become payable immediately.

If **the Insured** then fails to pay such amount within seven days of **the Insurer** giving notice to **the Insured** of the default in payment **the Insurer** may cancel this **Section** by giving seven days' notice in writing to **the Insured**.

3. Assignment

The Insured and the **Insured Person** must not assign any of the **Benefits** under this **Section**. **The Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this **Section**.

4. Change in Risk

The Insured must give immediate notice to **the Insurer** of any change to the ownership of **the Insured**, the **Business of the Insured** or the occupation of any **Insured Person** from that which **the Insured** originally advised to **the Insurer**.

5. The Insurer's right to cancel this Section

The Insurer may cancel this **Section** by sending 30 days' notice by recorded delivery post to **the Insured** at **the Insured's** last known address together with any appropriate refund of premium. **The Insured Person** and **the Insured** may not cancel this **Section**.

6. Cancellation - War Risks

The Insurer may cancel cover under this **Section** in respect of **War** risks at any time and at its discretion by sending seven days notice by recorded delivery post to **the Insured** at **the Insured's** last known address but such cancellation of cover will not apply for any **Insured Trip** outside of the **United Kingdom** or the **Insured Person's** country of residence (if different) which commenced prior to the effective date of the notice of cancellation.

7. Adjustment of premium

If premium has been calculated on a deposit or declaration basis, **the Insured** must provide the **Adjustment Information** as shown in the **Schedule** to **the Insurer** within 30 days of the expiry of the **Period of Insurance**.

Any additional premium calculated to be due must be paid by **the Insured** upon demand and any return premium will be paid by **the Insurer** to **the Insured**.

If the **Insured** does not provide the Adjustment Information within 30 days of the expiry of the **Period of Insurance** then the **Insurer** will be entitled to adjust the premium at its discretion, but subject to any additional premium not exceeding 50% of the annual premium for the relevant **Period of Insurance**.

8. Benefit Limits

- a. The **Insurer** will not pay more than the **Maximum Benefit** or **sum insured** as specified in the **Scale(s) of Compensation** on the **Schedule** for any one **Insured Person**.
- b. 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 shall not exceed £10,000 or the **Benefit** stated in the **Scale(s) of Compensation** on the **Schedule** whichever is the lower.
- c. The maximum **Weekly Benefit** payable for
 - **Temporary Total Disablement** will not exceed 100%
 - **Temporary Partial Disablement** will not exceed 50% of the **Insured Persons** normal **Weekly Wage**.

It is the duty of the **Insured** to inform the **Insurer** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

- d. Payment by the **Insurer** to the **Insured** of any **Weekly Benefit** does not prejudice the **Insured's** entitlement to any other **Benefit** but payment of **Weekly Benefits** will cease if the **Insurer** pays any of the **Capital Sum Benefits** and the **Insurer** will not be liable to pay any further **Benefits** in respect of the same **Insured Person** for the same **Loss**.
- e. The **Scale(s) of Compensation** on the **Schedule** shows the amount of **Weekly Benefit** payable to the **Insured** for each complete working week of **Temporary Total Disablement** or **Temporary Partial Disablement**.

Payment for any incomplete working week will be calculated as a proportion of the **Weekly Benefit** amount as shown in the **Scale(s) of Compensation** on the **Schedule** equivalent to the number of days of disablement compared to the number of days which the **Insured** normally pays the **Insured Person** to work in a normal week.

- f. The **Insurer** will not pay more than one of the **Benefits** under Item 1 to 7 as shown in the **Scale(s) of Compensation** in respect of any one **Insured Person** for injuries arising from the same **Loss**.
- g. The **Insurer** will not pay more than one of the **Benefits** under Item 8 and 9 as shown in **Scale(s) of Compensation** for an accident arising from separate originating **Losses** concurrently.

9. Disappearance

Death of any **Insured Person** shall not be presumed by reason of their disappearance. If after a reasonable period of time has elapsed the **Insurer** having examined all the evidence available has no reason to suppose other than that the **Insured Person** has sustained an accident during the **Operative Time of Cover** resulting in their **Death**, the disappearance of such **Insured Person** shall be deemed to constitute **Death** by accident for the purposes of this **Section**.

In the event of the **Insured Person's** re-appearance after payment of compensation under Item 1 of the **Scale(s) of Compensation** the beneficiary thereof will repay such compensation to the **Insurer** unless probate has been granted or legal evidence of the presumption of **Death** has been supplied to the **Insurer**.

10. Claims conditions

No claim will be paid unless **the Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a. **The Insured** or **Insured Person** must give notice to **the Insurer** as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this **Section**.
- b. **The Insured** or **Insured Person** must provide **the Insurer** with all information and evidence which **the Insurer** may reasonably require at no cost to **the Insurer**.
- c. **The Insurer** or **Insured Person** must at **the Insurer's** request provide medical examination report any **Accidental Bodily Injury** where **the Insured** requires **the Insurer** to consider a claim under this **Section** for which **the Insurer** will pay the cost of the medical examination fee.
- d. **The Insured** must ensure that as soon as possible after the occurrence of any **Accidental Bodily Injury** the **Insured Person** obtains and follows the advice of a registered medical practitioner.

The Insurer will not be liable for any bodily injury or medical condition which is worsened or prolonged or any other consequences which arise as a result of the **Insured Person's** failure to obtain and follow such advice and to use such treatment remedies or appliances as may be prescribed.

- e. In the event of the **Death** of an **Insured Person** the **Insurer** will be entitled to have a post-mortem examination carried out at its expense.
- f. For **the Insured** to claim for **Weekly Benefits** under this **Section** the **Insured Person** must have no other **Weekly Benefits** insurance in force except as declared to and accepted by **the Insurer** during the **Period of Insurance**.

11. Accumulation Limits

The Insurer's maximum liability for all accepted claims in total in respect of all **Insured Person's** involved in the same **Loss** shall not exceed the **Aircraft Accumulation Limit, Event Accumulation Limit, Non-scheduled Air Accumulation Limit** or **Contamination by Terrorism Accumulation Limit** as applicable. Where the total of all individual claims exceeds the limit applicable the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable in the **Schedule**.

12. Age Limitation

Unless otherwise agreed by **the Insurer** and specifically noted in this **Section** no person aged 75 or over at commencement of the **Period of Insurance** will be covered by this **Section**.