

MGAMLimited

MGAM
CORPORATE
PERSONAL
ACCIDENT
INSURANCE
POLICY
WORDING

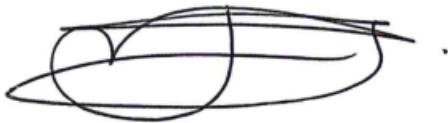
CORPORATE PERSONAL ACCIDENT INSURANCE

This is to certify that in accordance with the authorisation granted under the Binding Authority Agreement Contract (as described in the **Schedule**) to the **Coverholder** specified in the **Schedule** by the **Insurer** detailed herein, and in consideration of the premium specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability or **Sums Insured** expressed in the **Schedule** or contained herein or such other Limits of Liability or **Sums Insured** as may be substituted by **Endorsement** and agreed by them or on their behalf by the **Coverholder**.
- (2) this Policy provides cover only in respect such Sections of the **Schedule** that are specified as being covered or have a Limit of Liability or **Sum Insured** shown against them.
- (3) this Policy is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This Policy has been issued and signed for and on behalf of the **Insurer** by

A handwritten signature in black ink, appearing to be 'Jason Anthony', written over a horizontal line.

Jason Anthony
Chief Executive Officer
MGAM Limited
Authorised signatory of the Coverholder

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CUSTOMER INFORMATION STATEMENTS

This Policy is an important document that **You** (as the **Insured**) should read and store carefully. It sets out what is and is not covered under the Policy **You** have purchased and explains key contractual obligations that apply to **You** and to **Us**.

This Policy has been issued by the **Coverholder** as an agent of the **Insurer**.

This document, the **Schedule** and any **Endorsements** supplied to **You** form **Your** Policy. Please read the **Schedule** carefully and if it is incorrect return it as soon as reasonably practical to **Your** insurance broker for alteration.

It is essential that:

- **You** check that the **Schedule** is correct.
- **You** comply with **Your** duties under this insurance as a whole.

This Policy should be kept in a safe place as **You** may need to refer to it if **You** have to make a claim.

You have a duty at inception and renewal of this Policy and a continuing duty throughout the **Period of Insurance** to disclose and to make a fair presentation of all facts that are material to **Us** including those relating to any claim. If **You** have any doubt as to whether or not a fact is material **You** should disclose it to **Us**.

You must pay to **Us** all premiums due to **Us** together with all taxes due on the premiums.

In all communications the Policy number specified in the **Schedule** should be quoted.

We also explain the steps that need to be taken at renewal or should **You** or **We** cancel the insurance and **Your** obligation to notify **Us** of changes during the lifetime of the Policy.

Identity of Insurer(s)

AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG.

AmTrust Europe Limited is a company registered in England number 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority with Firm Reference Number: 202189. **You** can check the FCA registration by visiting the FCA website: www.fca.org.uk/register.

The Coverholder

The **Coverholder** shall mean the **Coverholder** specified in the **Schedule** (referred to herein as the **Coverholder**).

The **Coverholder** is authorised and regulated by the Financial Conduct Authority (the "FCA") – their FCA firm reference number is specified in the **Schedule**.

What to do if you have a complaint

We aim to provide the highest quality of service to **Our** customers at all times but **We** recognise that complaints may arise as part of the normal course of business. Understanding and acting on the cause of complaints can provide **Us** with an opportunity to improve **Our** proposition.

If you feel that **We** have failed to provide you with the best service please let **Us** know as soon as reasonably practical. **We** take all customer complaints seriously and **We** are committed to resolving your complaint quickly, openly and fairly.

How to Complain – Sales and administration

If you are dissatisfied with any aspect of the selling or administration of this insurance Policy, **We** would ask you in the first instance to contact the insurance agent or intermediary from whom you purchased this Policy.

How to Complain – Policy issuance

If you are dissatisfied with any aspect of the issuance of this insurance Policy, **We** would ask you in the first instance to contact the **Coverholder**:

Complaints Department
MGAM Limited
Imperial House
25 North Street, Bromley, BR1 1SD

Telephone: 0203 946 9102

Email: complaints@mgamutual.com

How to Complain – Claims

If you wish to make a complaint relates to the handling of a claim, you can do so at any time by referring the matter to the claims administrator who provides this service on **Our** behalf:

Complaints Department
Claims Settlement Agencies Limited
308 – 314 London Road, Hadleigh
Benfleet, Essex, SS7 2DD

Telephone: 0344 573 9283

Email: Complaints@Amtrustassistance.co.uk

We will contact you within 3 days of receiving the complaint to inform you of what action **We** are taking. **We** will try to resolve the problem and give an answer within four weeks. If it will take **Us** longer than four weeks **We** will explain the current position and let you know when you can expect **Our** response.

Referring your complaint to the Financial Ombudsman Service

In the event that you are unhappy with **Our** response to your complaint, or you have not received our response within 8 weeks of the date **We** received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but you must do so within 6 months of receiving **Our** final response. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to your satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service

Exchange Tower, Harbour Exchange Square. London. E14 9SR

Telephone: **0800 023 4567** (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect your legal rights.

Financial Service Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme if **We** are unable to meet **Our** liabilities under this Policy. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information about compensation scheme arrangements is available from the FSCS or **You** can visit their website at www.fscs.org.uk.

Your Policy and the information disclosed by You

In deciding to accept this Policy and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat **Your** Policy as if it never existed and decline all claims. **We** may not return premium already paid by **You** in this situation.

If **We** establish that **You** provided **Us** with false, incomplete or misleading information and that it was not deliberate or reckless on **Your** part, it can still adversely affect **Your** Policy and any claim.

For example:

- (a) where **We** could have accepted the risk and offered **You** a Policy but **We** would have charged a higher premium, **We** may only pay a percentage of any claim that **You** make under the Policy. **We** would do this by considering the premium **We** actually charged as a percentage of the higher premium **We** would have charged and then paying **You** the same percentage of any claim.

So, as an example: if the premium **We** actually charged was £250 and the higher premium **We** would have charged was £1,000, then the premium **We** actually charged represents 25% of the higher premium **We** would have charged and **We** shall only pay 25% of any claim.

- (b) **We** may treat this Policy as if it had never existed and refuse to pay all claims and return the premium, subject to a deduction for any commission paid to **Your** insurance broker. **We** will only do this if the false, incomplete or misleading information means that **We** provided **You** with insurance cover when **We** would not otherwise have offered it at all had the risk been fairly presented.
- (c) if **We** would have written the risk on different terms had it been fairly presented, **We** may amend the Policy to include these terms. **We** may apply these amended terms as if they were already in place before a claim is made.
- (d) **We** may cancel **Your** Policy in accordance with its cancellation provisions.

We will write to **You** if **We**:

- (i) intend to treat **Your** Policy as if it never existed; or
- (ii) amend the terms of **Your** Policy; or
- (iii) reduce **Your** claim in accordance with the above.

If **You** become aware that information **You** have given **Us** is inaccurate or incomplete or if the information changes, **You** must inform **Us** without delay. **We** will be entitled to vary the premium and terms for the rest of the **Period of Insurance** or, if the changes make the risk unacceptable to **Us**, **We** are under no obligation to make them and may no longer be able to provide **You** with cover in which case **We** may cancel **Your** Policy in accordance with its cancellation provisions.

Observance of Policy Terms and Suspension of Cover

Every condition stated as a condition that applies to this Policy shall apply and continue to be in force during the whole currency of this Policy.

We will have no liability under this Policy in respect of any loss occurring or attributable to something happening during a period of non-compliance with a condition and cover will be suspended for the period from the date of the breach until the breach has been remedied unless **You** can prove that the breach of the condition could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Your right to cancel

You may cancel this Policy during the first 14 days and **You** will receive a full premium refund, provided always that no claim has been paid or is payable and no incident has occurred which could result in a claim under this Policy.

If **You** cancel this Policy after 14 days **We** will return the unearned paid premium provided always that no claim has been paid or is payable and no incident has occurred which could result in a claim under this Policy.

To exercise **Your** right to cancel, contact the broker who arranged this cover for **You**.

The law that governs the interpretation of this Policy

All disputes concerning the interpretation of this Policy are understood and agreed by both **You** and **Us** to be subject to the law of England and Wales. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within England or Wales and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court unless at the start date of this Policy **You** are a resident of Scotland or Northern Ireland, in which case (in the absence of agreement to the contrary) the law of Scotland or Northern Ireland will apply.

Policy Administration

In order to administer **Your** insurance Policy and any claims made against this Policy **We** may internally share personal information provided to **Us** with **Our** appointed representatives who may include companies inside and outside the European Economic Area. If **We** do transfer personal information **We** make sure that it is appropriately protected.

We may conduct searches about anyone whose personal information may be processed to administer this Policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgements/Scottish decrees, bankruptcy registers and other public databases. This helps **Us** assess application for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect credit standing.

Claims History

Under the conditions of this Policy **You** must tell **Us** when **You** become aware of any incident that could be covered under this Policy, whether or not there is an intention to claim. When **You** tell **Us** about an incident or claim **We** may pass information relating to it to any relevant claims related database.

We and other insurers may search relevant claims related databases when **You** apply for insurance, in the event of any incident or claim or at time of renewal to validate **Your** claims history or that of any other person or property likely to be involved in the Policy or claim.

This helps to check information provided and prevent fraudulent claims.

Claims Procedures

It is a condition precedent to **Our** liability under this Policy that in the event of any circumstances which could give rise to a claim **You** will:

- Give notice to **Us** as soon as reasonably possible by contacting **Our** appointed representatives
- Make no admission of liability without **Our** prior written consent.
- Provide **Us** or **Our** appointed representatives with:
 - All necessary assistance in a timely manner.
 - All information reasonably required.
 - All documentation and records necessary to establish and assess indemnity under this Policy.
- Prove the loss to **Our** reasonable satisfaction.
- Forward as soon as reasonably practical to **Us** or **Our** appointed representatives any letter, writ or other document received in connection with any claim made under this Policy.
- Assist and concur with all reasonable arrangements for **Our** medical advisors and specialists to examine an **Insured Person** in respect of which a claim has arisen.
- As often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by **Us** on all matters connected with a claim at such reasonable time and place as **We** may designate.

No act by **Us** or **Our** representatives in connection with any investigation will be deemed a waiver of any defence which **We** might otherwise have. All acts will be deemed to have been made without prejudice to **Our** liability.

We reserve the right to:

- a) Take such steps as **We** deem necessary to prevent, mitigate or minimise a loss.
- b) Take over and conduct the defence or settlement of claims made against an **Insured Person** that is covered by this Policy.
- c) Pursue all rights or remedies available to **You** whether or not payment has been made.

Claims

To make a claim, request a claim form or get an update on an existing claim please contact **Us** on:

Telephone: +44 (0) 344 573 9283.

(9am – 5pm: Monday to Friday)

Email: MGAMclaims@amtrustassistance.co.uk

Data Protection Rights

AmTrust Europe Limited as the Data Controller is committed to protecting and respecting the privacy of persons covered under this insurance **Policy** in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which **We** process personal data, for more information please visit **Our** website at: www.amtrusteurope.com.

Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

How we may use Personal Data and who we share it with

We may use the personal data **We** hold about **Insured Persons** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes, to provide **Insured Persons** with information relating to this insurance. **We** will use this data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations. If **Insured Persons** have given consent to do so, **We** may offer products or services that **We** feel may be of interest.

Disclosure of Personal Data

We may disclose personal data held by **Us** relating to **Insured Persons** to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include (but are not limited to) **Our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical and other service providers, fraud detection agencies, loss adjusters, external law firms including solicitors/barristers, external accountants and auditors, regulatory authorities, and as may be required by law. **We** will ensure that it is treated securely and in accordance with the Legislation.

International transfer of data

We may transfer personal data to destinations outside the European Economic Area (“EEA”). We currently transfer personal data outside of the EEA to the USA and Israel. Where **We** transfer personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

Rights of covered persons

The **Insured/Insured Persons** have the right to ask **Us** not to process data for marketing purposes. **Insured Persons** can ask to see a copy of the personal information **We** hold about them and to have this data deleted (subject to certain exemptions), or to have any inaccurate or misleading data corrected or deleted, or to ask **Us** to provide a copy of the data to any data controller and to lodge a complaint with the local data protection authority.

Retention

Personal data will not be retained for longer than is necessary, and will be managed in accordance with **Our** own data retention policies. In most cases the retention period will be for a period of ten (10) years following the expiry of the insurance contract, or **Our** business relationship with **You** and the **Insured Persons**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning **Our** use of your personal data, please contact **The Data Protection Officer, AmTrust International** - please see **Our websites for full address details**.

DEFINITIONS

These definitions apply to **Your** entire Policy (including the **Schedule**) wherever these words or phrases appear starting with an upper case letter and printed in bold except where otherwise stated. Words in the masculine gender shall include the feminine.

Each Section or Extension may include definitions unique to that Section or Extension.

Act of Terrorism

Any act or acts of any person or group(s) of persons committed for political, religious, ideological or similar purposes with the intention to influence any government and /or to put the public or any section of the public in fear. This includes persons acting either alone or on behalf of or in connection with any organisation or government.

Annual Salary

The total annual gross salary including overtime and bonuses, but excluding commission payments (unless specifically agreed otherwise) payable by **You** to the **Insured Person** at the date **Bodily Injury** is sustained.

Overtime and bonus payments will be calculated on the average payments made during the twelve months immediately prior to the date that **Bodily Injury** is sustained. Cover for overtime and bonus payments is only provided where overtime and bonus estimates were included in salary declarations made to **Us** prior to the inception of the current **Period of Insurance**.

Benefit Period

The total period (not necessarily consecutive) as stated in the **Schedule** for which benefits for **Temporary Total Disablement** and/or **Temporary Partial Disablement** are payable in respect of any one loss to an **Insured Person**.

Where an **Insured Person** is employed by **You** on a fixed period contract the **Benefit Period** will cease at expiry of the contract or as defined in the **Schedule** whichever is earlier.

Bodily Injury

An identifiable physical injury caused by an **Event**. It does not include any sickness, disease, bacterial or viral infection (unless this is a direct result of an accidental bodily injury), naturally occurring condition or degenerative process.

Channel Islands

Jersey, Guernsey, Alderney, Sark, Herm, Jethou and Brecqhou.

Child or Children

Any child or children of an **Insured Person** who is unmarried and dependant and under 18 years of age or under 25 years of age if in full time education.

Conveyance

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

Country of Permanent Residence

The country where an **Insured Person** resides indefinitely or where an **Insured Person** has the intent to reside indefinitely. For the purpose of this definition the **Channel Islands** as a single group of territories, the Isle of Man and the **United Kingdom** will each be treated as separate and distinct countries.

Country of Secondment

The country where an **Insured Person**:

- a) temporarily resides under a contract of employment with **You** and
- b) undertakes an activity on **Your** behalf and at **Your** request for more than 12 months and which is agreed by **Us** in a country of secondment stated in an **Endorsement** attached to and forming part of this Policy.

For the purpose of this definition the **Channel Islands** as a single group of territories, the Isle of Man and the **United Kingdom** will each be treated as separate and distinct countries.

Coverholder

The organisation specified in the **Schedule** as being the Coverholder.

Deferment Period

The period, as stated in the **Schedule**, at the beginning of a period of temporary disablement during which compensation for **Temporary Total Disablement** or **Temporary Partial Disablement** will not be payable.

Director

Any person holding the position of director with **You** excluding any non-executive director unless specifically agreed by **Us** in writing.

Disablement

Loss of Limb, Loss or Sight, Total Loss of Hearing, Total Loss of Speech, Permanent Total Disablement, Permanent Partial Disablement, Temporary Total Disablement and Temporary Partial Disablement.

Domestic Staff

Any person employed by an **Insured Person** on a salaried basis in one or more of the following roles: nanny, au-pair, maternity nurse, wet nurse, house-keeper, tutor, personal trainer, or chauffeur.

Electronic Business Equipment

Property owned by **You** and provided to the **Insured Person** to enable the **Insured Person** to perform their occupational tasks. These items must be of an electronic nature and cannot be items which are manufactured by **You** or supplied for hire or sale by **You**.

Employee

Any person under a contract of employment, contract of service or apprenticeship with **You** who is not a **Director**.

Endorsement(s)

The document(s) detailing modifications made to the cover provided under this Policy and/or the section(s) thereof.

Event

A sudden unforeseen and identifiable occurrence that is external to the body.

All occurrences or series of occurrences arising from, or attributable to, one source or original cause will be regarded as a single event where they occur within a 10 mile radius and within 168 consecutive hours of the one source or original cause.

Event Aggregate Limit

Our maximum liability in respect of all claims for **Bodily Injury** arising out of any one **Event**.

Facial Area

The area bordered by the natural hairline on the forehead, to the lower jaw and to the front of the ears

Gross Weekly Wage

The gross average weekly equivalent of **Annual Salary**.

Hemiplegia

The permanent paralysis of one lower limb and one upper limb on the same side of the body.

Hijack

The unlawful seizure or taking control of a **Conveyance** in which the **Insured Person** is travelling.

Independent Financial Adviser

An adviser who is authorised and regulated by the Financial Conduct Authority or equivalent authority in the **Insured Person's Country of Permanent Residence** and who is not the **Insured Person**, the **Partner** of the **Insured Person**, a member of the family of the **Insured Person** or an **Employee**.

Insured Person

A person or persons described in the **Schedule** or **Endorsement** attached to the Policy.

Journey

A business Journey which commences during the **Period of Insurance**, not exceeding 12 months in duration, authorised by **You** and undertaken by an **Insured Person**.

Kidnap

The unlawful abduction and detention of an **Insured Person** against their will.

Loss of Limb

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.
- b) In the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent, total loss of use of an entire arm or hand.

Loss of Sight

The total loss of sight which will be deemed to have occurred:

- a) In both eyes when the condition is shown to **Our** satisfaction to be permanent and without expectation of recovery on the authority of a fully qualified ophthalmic specialist of **Our** choice.
- b) In one eye where the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and **We** are satisfied that the condition is permanent and without expectation of recovery.

Medical Expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified **Medical Practitioner** and all hospital, nursing home or ambulance charges. Dental, optical expenses and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

Medical Practitioner

Any legally qualified medical practitioner other than an **Insured Person**, a family member of an **Insured Person** or a non-executive director of **Yours**, a **Director** or **Employee**.

Multi-Engine Aircraft

A fixed wing aircraft with two or more engines.

Multi-Engine Aircraft Limit

Our maximum liability in respect of all claims for **Bodily Injury** arising out of any one **Event** involving the same **Multi-Engine Aircraft**.

Operative Time

The period of time and/or activities for which **You** or the **Insured Person** are covered under this Policy as stated in the **Schedule**.

Other Forms of Aerial Transport Including Rotor Wing Limit

The maximum amount for which **We** can be held liable in respect of all claims for **Bodily Injury** arising out of any one **Event** involving the same aircraft (not being a **Multi-Engine Aircraft**).

Paraplegia

The permanent and total paralysis of the two (2) lower limbs.

Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of an **Insured Person**.

Period of Insurance

The period stated in the **Schedule** or any subsequent period for which **We** agree to accept payment of premium.

Permanent Partial Disablement

A disability that is described under the Extensions to Personal Accident which is beyond hope of recovery and will in all probability continue for the remainder of the **Insured Person's** life as determined by an expert **Medical Practitioner**.

Permanent Total Disablement

- a) In respect of an **Insured Person** who is an **Employee** and above 16 years of age and below the state retirement age: disablement that has lasted for more than 12 months caused other than by **Loss of Limb**, **Loss of Sight**, **Total Loss of Hearing** or **Total Loss of Speech** which will in all probability totally prevent the **Insured Person** from engaging in their **Usual Occupation** for the remainder of their life as determined by an expert **Medical Practitioner**.

- b) In respect of an **Insured Person** who is not an **Employee**, or is below 16 years of age or above the state retirement age; disablement that has lasted for more than 12 months caused other than by **Loss of Limb, Loss of Sight, Total Loss of Hearing or Total Loss of Speech** which will in all probability entirely prevent the **Insured Person** from engaging in any occupation for the remainder of their life as determined by an expert **Medical Practitioner**.

Quadriplegia

The permanent and total paralysis of all four (4) limbs of the body.

Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death.

Sum Insured

Our limit of liability in as shown in the **Schedule** for the cover item or section specified.

Temporary Partial Disablement

Temporary disablement which prevents the **Insured Person** from carrying out the majority of their **Usual Occupation** for **You**.

Temporary Total Disablement

Temporary disablement which prevents the **Insured Person** from carrying out all parts of their **Usual Occupation** for **You**.

Terrorism

Any act or acts by any person or group whether acting alone or on behalf or in connection with any organisation or government undertaken for economic, political, religious, ideological or similar purposes with the intention to influence any government and/or put the public or any section of the public in fear.

Total Loss of Hearing

The permanent, total and complete loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram and such loss of hearing has lasted for 52 consecutive weeks and that in the opinion of an expert **Medical Practitioner** will never be recovered.

Total Loss of Speech

Total and permanent loss of the ability to speak.

Triplegia

The permanent and total paralysis of three (3) limbs.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Usual Occupation

The main occupation of the **Insured Person** for which they are suited by education, training and qualifications under a contract of employment with **You**.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, revolution, insurrection, any attempt to usurp power, martial law or any activity arising out of an attempt to participate in military force between nations.

We, Us or Our

Insurers whose identity is stated in the Customer Information Statements section of this Policy.

You, Your or Yourselves

The organisation stated in the **Schedule** as the Insured.

OPERATIVE TIMES

The **Operative Time** applicable to the specific categories of **Insured Persons** shown on the **Schedule** denotes when **Insured Persons** within those categories are covered by this policy. A full explanation of each **Operative Time** is detailed below.

PA1 - 24 hours a day worldwide cover

At any time.

PA2 – Occupational related cover including commuting

- While an **Insured Person** is carrying out their occupational duties for **You**, either on **Your** premises or away from **Your** premises.
- At any time while an **Insured Person** is on **Your** premises.
- While an **Insured Person** is travelling between their place of residence and place of work.
- While an **Insured Person** is travelling between their places of work where the travel is at **Your** expense.
- While an **Insured Person** is getting in and out of, loading or unloading, carrying out emergency roadside repairs to and refuelling a motor vehicle owned, hired by or leased to **You** or an **Insured Person** (where travel is at **Your** expense) or any temporary vehicle replacing it.
- At any time where **Bodily Injury** is suffered by an **Insured Person** and is the direct result of an unprovoked malicious assault by another person or where **Bodily Injury** is the direct result of theft or attempted theft of property owned by **you** or an **Insured Person**.

PA3 – Occupational related cover only

- While an **Insured Person** is carrying out their occupational duties for **You**, either on **Your** premises or away from **Your** premises.
- At any time while an **Insured Person** is on **Your** premises.
- While an **Insured Person** is travelling between their places of work where the travel is at **Your** expense.
- While an **Insured Person** is getting in and out of, loading or unloading, carrying out emergency roadside repairs to and refuelling a motor vehicle owned, hired by or leased to **You** or an **Insured Person** (where travel is at **Your** expense) or any temporary vehicle replacing it.
- At any time where **Bodily Injury** is suffered by an **Insured Person** and is the direct result of an unprovoked malicious assault by another person or where **Bodily Injury** is the direct result of theft or attempted theft of property owned by **You** or an **Insured Person**.

PA4 – In connection With Insured Vehicle

Whilst mounting into, travelling in, dismounting from, loading or unloading, (including emergency roadside repairs and emergency refuelling) any vehicle owned, hired or leased to **Yourselves** or any temporary replacement thereof.

GENERAL EXCLUSIONS

Applicable to all sections except as otherwise stated.

- 1) **We** shall not provide cover for any **Bodily Injury**, loss or expense suffered as a result of an **Insured Person** engaging in active service in any of the armed forces of any nation.
- 2) **We** shall not provide cover for any **Bodily Injury**, loss or expense suffered as a result of **War**. This exclusion will not apply provided that the **Insured Person** suffering the **Bodily Injury** has not participated in or conspired in such activities.
- 3) **We** shall not provide cover for any **Bodily Injury**, loss or expense suffered as a result of **Radiation**.
- 4) **We** shall not provide cover for any **Bodily Injury**, loss or expense suffered as a result of **Act of Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
- 3) **We** will not be liable for any claim in respect of an **Insured Person** who has attained the age of 85 years unless the **Insured Person** has attained the age of 85 years during the **Period of Insurance**.

Please also see the exclusions specific to Personal Accident on Page 22.

GENERAL PROVISIONS

1) Event Aggregate Limitation

If the total amount of all claims for **Bodily Injury** arising out of any one **Event** exceeds the **Event Aggregate Limit** each individual claim will be proportionally reduced until the total value of all claims does not exceed the **Event Aggregate Limit**.

2) Multi-Engine Aircraft Limit

If the total amount of all claims for **Bodily Injury** arising out of any one **Event** involving the same **Multi-Engine Aircraft** exceeds the **Multi-Engine Aircraft Limit** each individual claim will be proportionally reduced until the total value of all claims does not exceed the **Multi-Engine Aircraft Limit**.

3) Other Forms of Aerial Transport Including Rotor Wing Limitation

If the total amount of all claims for **Bodily Injury** arising out of any one **Event** involving the same aircraft (not being a **Multi-Engine Aircraft**) exceeds the **Other Forms of Aerial Transport Including Rotor Wing Limit** each individual claim will be proportionately reduced until the total value of all claims does not exceed the **Other Forms of Aerial Transport Including Rotor Wing Limit**.

4) Sanctions

We will not provide any cover or be liable to pay any claim or provide any benefit amount under this Policy to the extent that this would expose **Us**, **Our** parent company or **Our** ultimate controlling entity to any applicable sanction, prohibition or restriction, under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom or United States of America.

GENERAL CONDITIONS

Each Section of the Policy contains Conditions particular to that Section and these must be read in conjunction with the General Conditions stated below which apply to all Sections unless stated otherwise.

1 Acquisitions

If **You** acquire or create a subsidiary during the **Period of Insurance**, **We** will automatically cover the new company provided that any increase in exposure directly related to the acquisition is less than 10%. The exposure increases which are applicable are as per below:

- a) Additional total salaries of all **Directors** and **Employees**
- b) Additional total travel days
- c) Any exposure which results in an increase greater than 10% must be declared to **Us** so that **We** can review this change and provide terms and additional premium requirements as necessary.

If the acquired or newly created subsidiary is within 10% but has a business description outside that of the parent company or what was declared to **Us**, then **You** must notify **Us** so that **We** can review the exposure and provide terms and additional premium if applicable and necessary.

2 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force. Where any difference is by this condition to be referred to arbitration the making of any award shall be binding upon **You** and **Us**.

3 Assignment

This policy may not be assigned without **Our** prior written consent.

4 Cancellation

Cancellation by You

You may cancel this policy during the first 14 days and **You** will receive a full premium refund, provided no claim has been paid or is payable and no incident has occurred which could result in a claim.

If **You** cancel the policy after 14 days **We** will return the premium less a deduction for the time **You** have been covered, provided no claim has been paid or is payable and no incident has occurred which could result in a claim.

Cancellation by Us

We may cancel this policy by giving 30 days written notice at **Your** last known address, except that 7 days prior written notice will be given when cancellation is for non-payment of premium. **We** may cancel any coverage under this policy in respect of **War** by giving **You** 7 days written notice. Notice will be made via special delivery mail to **Your** last known address and, if applicable, a copy will be sent to the insurance agent or intermediary from whom **You** purchased **Your** Policy.

In the event of either of the above and provided that there have been no claims either paid, reported or outstanding or incidents known to **You** that are likely to result in a claim, **We** shall return to **You** a proportionate part of the paid premium for any unexpired portion of the **Period of Insurance**. For example, if **You** have been covered for six (6) months, the deduction for the time **You** have been covered will be half the annual premium.

5 Changes in Risk and business activities

Any change in **Your** business activities as stated in the **Schedule** must be notified to **Us** and agreed in writing.

Failure to notify **Us** of these changes may result in the **Policy** not operating and any claim not being paid. Special terms may have to be applied and an additional premium may be required.

This insurance shall cease to be in force if:

- (a) **Your** interest ceases other than by will or operation of the law
- (b) **Your** business is wound up carried on by a liquidator or receiver or permanently discontinued

unless **We** agree in writing to continue the insurance.

6 Duplicate Cover

If a loss is covered under more than one Section or Sub-Section of this Policy, **We** will provide cover under the Section or Sub-Section that provides the most cover but never under more than one Section. Under no circumstances will **We** make duplicate payments for the same loss.

7 Fraudulent Claims

If **You** or anyone acting on **Your** behalf:

- a) Makes a fraudulent or exaggerated claim under this Policy; or
- b) Makes a false statement or uses fraudulent means or devices including the submission of false or forged documents (which is material to the claim) in support of a claim whether or not the claim is itself genuine; or
- c) Submits a claim under this policy for loss or damage which **You** or anyone acting on **Your** behalf or in connivance with **You** deliberately caused; or
- d) Realises after submitting what **You** reasonably believed was a genuine claim under this Policy and then fails to tell **Us** that **You** have not suffered any loss or damage; or
- e) Suppresses information which **You** know would otherwise enable **Us** to refuse to pay a claim under this Policy.

We will be entitled to refuse to pay the whole of the claim and recover any sums that **We** have already paid in respect of the claim.

We may also notify **You** that **We** will be treating this Policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to e) of this condition.

If **We** terminate this Policy under this condition **You** will have no cover under this Policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an **Insured Person** and not on **Your** behalf this condition should be read as if it applies only to that **Insured Person's** claim and references to this Policy should be read as if they were references to the cover effected for that **Insured Person** alone and not to the Policy as a whole.

8 Interest

No sum payable under this Policy will carry interest.

9 Reasonable Care

You and any **Insured Person** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this Policy.

10 Subrogation

In the event of any payment made or to be made under this Policy **We** shall be subrogated to all **Your** rights of recovery thereof against any person or organisation and **You** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** will do nothing after a loss to prejudice such rights and in the event that **You** waive **Your** claim against a third party following an occurrence, **We** shall be free from **Our** obligation to indemnify **You** to the extent that **We** would otherwise have had the right to effect recovery.

For the purposes of this clause '**You**' will include all persons and organisations indemnified under this Policy.

11 Third Part Rights

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

PERSONAL ACCIDENT

The Cover

If an **Insured Person** sustains **Bodily Injury** during the **Operative Time** which within 24 months of the date of the accident solely and independently of any other cause results in death or **Disablement** or other loss or expense (as described under the extensions to this section), **We** will pay **You** the appropriate benefit stated in the **Schedule**.

Provisions & Limitations

1. In respect of any one **Insured Person**, **We** will not pay **You** a benefit under more than one of the items 1 to 5.
2. Any benefit payable under item 6 or item 7 will immediately cease should a benefit under one of the items 1 to 5 subsequently be payable by **Us** to **You**.
3. **We** will not pay more than 100% of the **Insured Persons Gross Weekly Wage** for item 6 and 50% of the **Insured Persons Gross Weekly Wage** for item 7 and more for more than the **Benefit Period** specified in the **Schedule**.
4. In respect of an **Insured Person** under the age of 16 the maximum amount payable under item 1 will be £25,000 and no benefit will be payable for items 6 & 7.
5. In respect of an **Insured Person** above the state retirement age and who is not a full time **Employee** of the **Insured**, the maximum amount payable under items 1-5 will be 50% of the amount specified in the **Schedule** or £25,000 whichever is the lesser and no benefit will be payable under items 6 & 7, unless agreed by **Us** and stated in an **Endorsement** attached to and forming part of this Policy.
6. **We** will not pay more than the Maximum Policy Limits, the **Sum Insured** or Limits of Indemnity specified in the **Schedule**.

Amount Payable

The benefits amount as stated in the **Schedule**.

Extensions

1. Coma Benefit

In the event of the continuous unconsciousness of the **Insured Person** caused solely and independently by **Bodily Injury** sustained during the **Operative Time**, **We** will pay **You** the **Sum Insured** for this extension as stated in the **Schedule** per week for each full week of continuous unconsciousness up to the maximum period stated in the **Schedule**.

2. Dental Injury Expenses

If an **Insured Person** sustains a loss of or damage to teeth or fixed dentures as a result of **Bodily Injury** during the **Operative Time**, **We** will pay **You** for the cost of reasonable and necessary dental treatment required within 12 months of the **Bodily Injury** that originally caused the loss or damage up to the **Sum Insured** for this extension as stated in the **Schedule**.

3. Disappearance

If the **Insured Person** disappears and after a suitable period of time, as judged reasonable by the appropriate legal authority, it is reasonable to believe that the **Insured Person** has died and their death resulted from **Bodily Injury** during the **Operative Time**, **We** will pay **You** the amount stated under item 1. If it later transpires that the **Insured Person** has not died, any amount **We** have paid to **You** will be refunded by **You** to **Us**.

4. Exposure

If an **Insured Person** suffers unavoidable exposure to the elements during the **Operative Time** that within 24 months solely and independently of any other cause results in death or disablement, **We** will pay **You** in accordance with the benefits stated in the **Schedule**.

5. Facial Scarring

If an **Insured Person** sustains **Bodily Injury** during the **Operative Time** which results in permanent scarring to no less than 15% of the **Facial Area**, **We** will pay **You** £1,500 and this benefit will be increased proportionally up to but not exceeding the **Sum Insured** for this extension as stated in the **Schedule** on the basis of actual scarring of the facial area up to 100%.

6. Hijack or Kidnap

If an **Insured Person** is the victim of **Hijack** or **Kidnap** during the **Operative Time**, the cover provided will remain in force until the **Insured Person** has returned to their **Country of Permanent Residence** or **Country of Secondment** or until a period of 12 months from the date of **Hijack** or **Kidnap** has expired whichever occurs first.

7. Hospitalisation Benefit

If an **Insured Person** is admitted to hospital as an in-patient as a result of **Bodily Injury** sustained during the **Operative Time**, **We** will pay **You** the **Sum Insured** for this extension as stated in the **Schedule** for each full week of hospitalisation up to a maximum of 52 weeks.

8. Medical Expenses - Personal Accident

If an **Insured Person** incurs **Medical Expenses** as a result of **Bodily Injury** sustained during the **Operative Time**, **We** will reimburse **You** for the amount of the **Medical Expenses** incurred up to 20% of the amounts paid under items 1 to 5 inclusive or 30% of the amounts paid under either item 6 or item 7 whichever is the greater but not exceeding the **Sum Insured** for this extension as stated in the **Schedule**.

9. Permanent Partial Disablement

If an **Insured Person** sustains **Permanent Partial Disablement** during the **Operative Time**, **We** will pay **You** the following percentages of the amount payable under item 5 for permanent severance or permanent total loss of use of:

a) one thumb	30%
b) forefinger	20%
c) any finger other than forefinger	10%
d) big toe	15%
e) any toe other than big toe	5%
f) shoulder or elbow	25%
g) wrist, hip, knee or ankle	20%
h) lower jaw by surgical operation	30%
i) the back or spine (vertebral column) with no injury to the spinal cord	35%

Provided always that:

- 1) When an **Insured Person** suffers more than one form of **Permanent Partial Disablement** as a result of **Bodily Injury**, the percentages from each will be added together but **We** will not pay more than 100% of item 5.
- 2) Any **Permanent Partial Disablement** not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the **Insured Person's** occupation. Such assessment will be made by a specialist **Medical Practitioner**.
- 3) No claim will be payable under (a) to (i) inclusive above where the **Insured Person** has either lost or lost the use of a limb and had a claim paid under item 2.

Additional payment:

When an **Insured Person** suffers **Permanent Total Disablement** the following additional benefits apply:

a) Paraplegia	£50,000
b) Quadriplegia	£100,000
c) Hemiplegia	£ 25,000
d) Triplegia	£75,000

10. Damage to Personal Property Following Assault

If an **Insured Person** sustains loss or damage to their **Personal Property** as a result of unprovoked assault during the **Operative Time**, **We** will pay **You** the amount of such loss or damage up to the **Sum Insured** for this extension as stated in the **Schedule**.

11. Funeral Expenses

If a payment is made under item 1, **We** will pay **You** up to the **Sum Insured** for this extension as stated in the **Schedule** for reasonable funeral expenses (not including refreshments, death notices or obituaries). **We** will not be liable for more than the **Event Aggregate Limit** stated in the **Schedule**.

12. Out-Patient Expenses

If an **Insured Person** is required to travel to hospital as an out-patient as a result of **Bodily Injury** sustained during the **Operative Time**, **We** will pay **You** up to the **Sum Insured** for this extension as stated in the **Schedule** per week for a maximum period of 13 weeks for reasonable travel costs necessarily incurred by the **Insured Person**.

13. Post-Traumatic Stress Disorder - Terrorism

If an **Insured Person** directly witnesses an **Event** amounting to an act of **Terrorism** on a **Conveyance** during the **Operative Time** and without sustaining **Bodily Injury** suffers post-traumatic stress disorder resulting within 6 months of the **Event** in **Temporary Total Disablement**, **We** will pay **You** 50% of the amount payable under item 6 but not exceeding the **Sum Insured** for this extension as stated in the **Schedule** per week for a maximum period of 13 weeks, provided always that this clause will apply only where cover in respect of **Temporary Total Disablement** is stated in the **Schedule** as operative.

14. Prosthetic Limbs

If **We** make a payment for **Loss of Limb(s)** (one or more) and/or **Loss of Sight** (in one or both eyes), **We** will also pay **You** up to the **Sum Insured** in all for this extension as stated in the **Schedule** to acquire and have fitted prosthetic limb or limbs or false eye or eyes, or to replace an existing prosthetic limb or false eye, provided it is deemed necessary to do so by a specialist **Medical Practitioner**.

15. Personnel Replacement Expenses

If an **Insured Person** is a permanent **Employee** and sustains **Bodily Injury** resulting in death or **Permanent Total Disablement** during the **Operative Time**, **We** will pay **You** up to the **Sum Insured** for this extension as stated in the **Schedule** for reasonable costs necessarily incurred in employing a temporary **Employee** recruited through a registered recruitment company in order to directly replace the permanent **Employee** for up to a maximum period of 26 weeks.

16. Recruitment Expenses

If an **Insured Person** is a permanent **Employee** and sustains **Bodily Injury** resulting in death or **Permanent Total Disablement** during the **Operative Time**, **We** will pay **You** up to the **Sum Insured** for this extension as stated in the **Schedule** for reasonable expenses necessarily incurred in employing a registered recruitment company to recruit a direct replacement for such permanent **Employee**.

17. Suicide Recruitment Costs

In the event of the death of a **Director** or **Employee** as a result of their suicide or the **Permanent Total Disablement** of a **Director** or **Employee** as a result of their attempted suicide, **We** will pay **You** up to the **Sum Insured** for this extension as stated in the **Schedule** for the reimbursement of authorised and documented costs in engaging a replacement **Director** or **Employee**.

18. Childcare Costs and Domestic Staff Expenses

In the event of a claim being agreed by **Us** for **Temporary Total Disablement**, **We** will indemnify **You** on behalf of the **Insured Person** for reasonable childcare costs and **Domestic Staff** expenses up to the **Sum Insured** for this extension as stated in the **Schedule** per week for a maximum period of 26 weeks or until the date of return of the **Insured Person** to full time **Usual Occupation** whichever is the lesser period.

19. Compassionate Travel

If a qualified **Medical Practitioner** recommends that up to two relatives or friends should travel or remain with an **Insured Person** who is admitted to hospital as an in-patient as a result of **Bodily Injury** sustained during the **Operative Time**, **We** will consider those relatives or friends as **Insured Persons** during the period of such travel or stay for cover under this Section items 2 to 5 inclusive, up to the **Sum Insured** for this extension as stated in the **Schedule** for reasonable travel and accommodation costs necessarily incurred resulting from any one **Event**, provided always that such relatives or friends are not included in any other category of **Insured Person**.

20. Dependent children and/or simultaneous partner accidental death

If an **Insured Person** who is a **Director** or **Employee** suffers **Bodily Injury** which results in a valid claim under item 1, **We** will increase the sum-insured payable by the greater of £5,000 or 5% for each dependent **Child** (if applicable and only at **Your** request). The additional cumulative amount that **We** will pay in respect of all dependent **Children** payments resulting from one **Event** will not exceed £25,000 per **Child** and £125,000 in the aggregate. If in the same **Event** the **Insured Person's Partner** also suffers fatal **Bodily Injury**, at **Your** request the **Sum Insured** under item 1 will be doubled, subject to an additional maximum payment of £250,000 for the **Insured Person's Partner** but with no additional payments in respect of dependent **Children**.

21. Directors and Employees Family Personal Accident

Cover is automatically extended as follows in respect of **Partners** and **Children** of **Directors** and **Employees**:

Operative Time: OP1 – 24 hours a day worldwide

Cover for:	Paraplegia:	Sum Insured £ 50,000
	Quadriplegia:	Sum Insured £100,000
	Hemiplegia:	Sum Insured £ 25,000
	Triplegia:	Sum Insured £ 75,000

We will not pay a benefit under this extension if the **Insured Person** is also covered for these items under extension 9 – **Permanent Partial Disablement**.

22. Domestic Travel Expenses

If an **Insured Person** sustains **Bodily Injury** while on a **Journey** during the **Operative Time** and requires hospital admission as an in-patient within the **Insured Person's Country of Permanent Residence** or **Country of Secondment**, **We** will pay **You** up to the **Sum Insured** for this extension as stated in the **Schedule** for all reasonable costs necessarily incurred for:

- Travel, sustenance and accommodation expenses for up to two nominated persons who, on medical advice, are required to travel to or remain with the **Insured Person** until the **Insured Person's** return to their residence.
- Return transportation of the **Insured Person** from their in-patient location to their residence.
- In the event of the death caused by **Bodily Injury**, relocation of the **Insured Person's** mortal remains to an appropriate funeral facility.

23. Family Travel Personal Accident

We will consider as **Insured Persons** the **Partners** or **Children** of an **Insured Person** whilst accompanying, travelling independently to join, or returning from being with such **Insured Persons** that are on a **Journey** for cover under items 1 to 5 inclusive, up to the **Sum Insured** for this extension as stated in the **Schedule** in all for any one **Event** provided always that the **Partners** or **Children** are not included in any other category of **Insured Person** and the **Insured** has agreed to provide this cover prior to the commencement of the **Journey**.

24. Executor Expenses

In the event that an **Insured Person** sustains **Bodily Injury** during the **Operative Time** that results in death, **We** will on the production of an interim death certificate indemnify **You** up to the **Sum Insured** for this extension as stated in the **Schedule** for any reasonable expenses necessarily incurred as a direct consequence of the death of the **Insured Person** which require immediate payment by the executor to the estate of the **Insured Person** whilst the administration of the estate is being arranged.

25. Family Counselling Benefit Following Accidental Death

If during the **Operative Time** the **Insured Person** suffers death as a result of **Bodily Injury**, **We** will pay up to the **Sum Insured** for this extension as stated in the **Schedule** for the reasonable and necessary cost of professional psychological counselling treatment for their **Partner** and/or **Child(ren)** provided that **You** are made aware of the treatment in writing.

26. Independent Financial Tax Advice

If an **Insured Person** sustains a **Bodily Injury** which results in a valid claim under items 1 to 4 inclusive, **We** will pay the **Insured Person** or their estate upon their request up to the **Sum Insured** for this extension as stated in the **Schedule** to cover the fees charged by an **Independent Financial Adviser**, to provide the **Insured Person** or their estate with professional and tax advice.

27. Hospital in-patient visitor expenses

If an **Insured Person** sustains **Bodily Injury** which results in a valid claim under items 1 to 7 inclusive which necessitates confinement to a hospital as an in-patient for a period in excess of 24 hours, **We** will pay **You** up to the **Sum Insured** in the **Schedule** for necessary and reasonable expenses incurred by an **Insured Person's Partner**, **Child** or parent, resident in the same country, for travel to visit the **Insured Person** for as long as they remain an in-patient, up to a maximum of 52 weeks.

Exclusions

In addition to the General Exclusions, no cover is provided for:

- 1) sickness or disease, any naturally occurring or degenerative condition or any gradually operating cause or post- traumatic stress disorder (other than under Extension 13 above) other than as a direct result of **Bodily Injury** happening during the **Period of Insurance**.
- 2) any loss or expense arising from an **Insured Person** engaging in aviation as a pilot or crew member of any aircraft, unless specifically declared to and agreed by **Us** prior to inception of cover.
- 3) any loss or expense under items 1 to 7 inclusive arising from an **Insured Person** committing or attempting to commit suicide or intentionally inflicting self-injury.