

Personal Accident Policy Wording (SISL 2015-16 AO)

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

Personal Accident insurance

DEFINITIONS. In this section,

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

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

"**Loss of or loss of use of eye(s) and/or limb(s)**" means loss by physical separation or total and irrecoverable loss of use of eyes and/or limbs as defined within the Scale of Permanent Disabilities herein.

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

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

"**Bodily Injury**" shall mean identifiable physical injury which is caused by an **Accident**, which occurs during the period of this insurance and which solely and independently of any other cause, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

"**Insured Person/You/Your**" shall mean the person upon whom the defined risk is operative and whose name appears in the **Brokers Insurance Document**.

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

"**Excess**" shall mean the number of days stated in the Schedule of Compensation at the beginning of each and every period of **Temporary Total Disablement** for which no benefit is payable. If any **Temporary Total Disablement** arising from the same **Bodily Injury** reoccurs within 180 days of recovery then no **Excess** shall apply and any benefits shall be payable in aggregate to those previously received.

"**Maximum Benefit Period**" shall mean the maximum number of weeks in respect of all **Bodily Injury** causing **Temporary Total Disablement** for which benefit shall be payable by **Underwriters**.

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

"**Pre-existing Condition**" shall mean any condition or any other known physical defect, infirmity, medical condition or chronic or recurring illness which existed at or prior to the date of entry of the **Insured Person** into this insurance, including any related, secondary, foreseeable or associated conditions. This includes any condition as detailed in **Your Proposal Form**, unless otherwise specifically accepted by **Us** in writing.

"**Manifest**" shall mean when a condition is diagnosed by a medical practitioner, or when the **Assured** first exhibits symptoms, which is reasonably capable of diagnosis by a medical practitioner.

"**Us/We/Our**" shall mean Strategic Insurance Services Limited.

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

1. Notice must be given to **Underwriters** as soon as reasonably practicable of any **Accident** which causes or may cause disablement or **Bodily Injury** within the meaning of this insurance, and the **Insured Person** must, as early as possible, place himself under the care of a duly qualified independent medical practitioner. Notice must be given to **Underwriters** as soon as reasonably practicable in the event of death of the **Insured Person** resulting or alleged to result from an **Accident**.
2. It is a condition precedent to **Underwriters'** liability to pay compensation to the **Assured** or his representatives, that all medical records, notes and correspondence referring to the subject of a claim or a related **Pre-existing Condition** shall be made available on request to any representative of the **Underwriters** or medical adviser appointed by or on behalf of **Underwriters** and that such medical adviser or advisers shall, for the purposes of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the **Insured Person**.
3. **Underwriters** at their own expense shall have the right and opportunity to examine the **Insured Person** whose **Bodily Injury** is the basis of a claim when and as often as they may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.
4. Any claim made under this insurance in respect of **Permanent Total Disablement** shall be subject to the approval of two independent medical referees, one to be appointed by the **Insured Person** and one by **Underwriters**. In the event of the aforesaid independent medical referees being unable to concur, in their opinion that the **Insured Person** is **Permanently Totally Disabled**, a third independent medical referee will be appointed by them and his decision shall be final and binding upon all parties. **Underwriters** or the **Insured Person** reserve the right at their own discretion to apply this same procedure in respect of any **Temporary Total Disablement** claim made hereunder.
5. Benefit(s) 1 to 4 of the Schedule of Compensation stated in the Brokers Insurance Document are only insured where there is an amount inserted against them in the Schedule of Compensation. Where benefit(s) are not insured, the words "Not Insured" are inserted. Notwithstanding the benefits insured in the Schedule of Compensation the following limitations shall apply:
 - 5.1. Compensation shall not be payable under more than one of items 1 or 2 or 3 of the Schedule of Compensation.

- 5.2. Benefit 4 may be payable in addition to benefit 1 however payment of benefit 4 will cease upon the death of the **Insured Person**
 - 5.3. Benefit 4 may be payable in addition to, but not concurrently with, benefits 2 or 3.
 - 5.4. Benefit 4 payable for a fractional part of a week will be indemnified on the basis of one-seventh of the applicable weekly benefit for each day of disablement for which **Underwriters** are liable.
 - 5.5. From the date at which the **Insured Person** is determined to be **Permanently Totally Disabled**, benefit 4 will cease with effect from that date.
 - 5.6. In the case of benefit 1 of the Schedule of Compensation not being insured, no compensation shall be payable in respect of benefits 2 or 3, in the event that an **Accident** gives rise to the death of the **Insured Person**.
 - 5.7. The total sum payable under items 1 or 2 or 3 in respect of one or more claims shall not exceed in all the largest benefit under any one of the items 1 or 2 or 3 contained in the Schedule of Compensation.
6. This Brokers Insurance Document, including any endorsement and attachment and proposal form, if any, constitutes the entire contract. No change in this insurance shall be valid until approved by Strategic Insurance Services Limited and unless such approval has been endorsed hereon or attached hereto. No person has authority to change this insurance or any of its terms or conditions, other than authorised signatories of Strategic Insurance Services Limited.
 7. Any fraud, concealment, or deliberate misstatement either in the application on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.
 8. The Insured Person is deemed to have made a recovery when he is able to perform his duties and related activities associated with his usual occupation as specified in the Brokers Insurance Document.
 9. If the Insured Person shall engage in any occupation, sport, pastime or activity in which greater risk may be incurred than in the usual occupation stated in the Brokers Insurance Document without first notifying Strategic Insurance Services Limited and obtaining their written agreement on behalf of Underwriters (and subject to the payment of any additional premium as the Underwriters may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any Bodily Injury arising out of or in the course of such occupation, sport, pastime or activity.
 10. Words in the masculine gender shall include the feminine.

Scale of Permanent Disabilities

The percentage of the sum insured under Items 2 or 3 in the Schedule of Compensation in respect of Permanent Total or Permanent Partial Disablement shall be as follows:

Permanent Total Disablement

Total loss of sight of both eyes	100%
Total incurable insanity	100%
Loss of both arms or both hands	100%
Complete deafness of both ears, of traumatic origin	50%
Removal of lower jaw	50%
Loss of speech	50%



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Loss of one arm and one leg	100%
Loss of one arm and one foot	100%
Loss of one hand and one foot	100%
Loss of one hand and one leg	100%
Loss of both legs	100%
Loss of both feet	100%

Permanent Disablement - Head

Loss of osseous substance of the skull in all its thickness	
surface of at least 6 sq. cm	20%
surface of 3 to 6 sq. cm	10%
surface of less than 3 sq. cm	10%
Partial removal of the lower jaw, rising section in its entirety or half of the maxillary bone	20%
Loss of one eye	40%
Complete deafness of one ear	10%

Permanent Partial Disablement - Upper Limb

	Right	Left
Loss of one arm or one hand	50%	40%
Considerable loss of osseous substance of the arm (definite and incurable lesion)	30%	20%
Total paralysis of the upper limb (incurable lesion of the nerves)	45%	35%
Total paralysis of the circumflex nerve	15%	10%
Shoulder ankylosis	20%	15%
Elbow ankylosis - in favourable position (15% degrees round the right angle)	15%	10%
In unfavourable position	25%	20%
Extensive loss of osseous substance of the two bones of the forearm (definite and incurable lesion)	20%	15%
Total paralysis of the median nerve	25%	15%
Total paralysis of the radial nerve at the torsion cradle	25%	20%
Total paralysis of the forearm radial nerve	20%	15%
Total paralysis of the hand radial nerve	15%	10%
Total paralysis of the cubital nerve	20%	15%
Ankylosis of the wrist in favourable position (straight and in pronation)	15%	10%
Ankylosis of the wrist in unfavourable position (flexion of strained extension or supine position)	20%	15%
Total loss of thumb	15%	10%
Partial loss of thumb (ungual phalanx)	10%	5%
Total ankylosis of thumb	15%	10%
Total amputation of forefinger	10%	5%
Amputation of two phalanges of forefinger	10%	8%
Amputation of the unguis phalanx of Forefinger	5%	3%
Simultaneous amputation of thumb and Forefinger	25%	15%
Amputation of thumb and a finger other than forefinger	15%	10%
Amputation of two fingers other than thumb and forefinger	10%	6%
Amputation of three fingers other than thumb and forefinger	15%	10%
Amputation of four fingers including thumb	25%	15%
Amputation of four fingers excluding thumb	15%	10%
Amputation of median finger	10%	8%
Amputation of a finger other than thumb, forefinger and median	7%	3%

Permanent Partial Disablement - Lower Limbs

Amputation of thigh (upper half)	60%
Amputation of thigh (lower half) and leg	50%



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Total loss of foot (tibio-tarsal disarticulation)	35%
Partial loss of foot (sub-ankle-bone disarticulation)	25%
Partial loss of foot (medio-tarsal disarticulation)	20%
Partial loss of foot (tarso-metatarsal disarticulation)	15%
Total paralysis of lower limb (incurable nerve lesion)	60%
Complete paralysis of the external popliteal sciatic nerve	20%
Complete paralysis of the internal popliteal sciatic nerve	15%
Complete paralysis of two nerves (popliteal sciatic external and internal)	25%
Anchylosis of the hip	25%

Permanent Partial Disablement - Lower Limbs

Anchylosis of the knee	15%
Loss of osseous substance from the thigh or both bones of the leg (incurable condition)	35%
Loss of osseous substance of the knee-pan with considerable separation of the fragments and considerable difficulty of movements in stretching the leg	25%
Loss of osseous substance of the knee-pan while the movements are preserved	15%
Shortening of the lower limb by at least 5 cm	30%
Shortening of the lower limb by 3 to 5 cm	20%
Shortening by 1 to 3 cm	10%
Total amputation of all the toes	15%
Amputation of four toes including big toe	10%
Amputation of four toes	10%
Anchylosis of the big toe	10%
Amputation of two toes	5%
Amputation of one toe other than big toe	3%

Anchylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall only entitle to 50% of the compensation, which would be due for the loss of the said members.

Permanent disabilities not mentioned above shall be compensated in accordance with their seriousness as compared with that of those mentioned, the occupation of the **Insured Person** not being taken into consideration.

The partial or total “functional” disablement, not specifically dealt with in the Scale of Permanent Disabilities, of a limb or an organ is treated like the partial or total loss of the said limb or organ.

The total compensation payable in respect of several disablements due to the same **accident**, is arrived at by adding together the various sums, but shall not exceed the total sum insured under Item 2 of the Schedule of Compensation.

If the **Insured Person** is left-handed the percentage set out above for the various disabilities of the right upper limb and left upper limb will be transposed.

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

1. Radioactive contamination;
2. The **Insured Person** committing suicide or attempted suicide or committing or attempting to commit an intentional self-injury;

3. The **Insured Person** being incapable due wholly or partly to mental illness or emotional or behavioural conditions;
4. The **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life), or the **Insured Person's** own criminal act;
5. The **Insured Person** being under the influence of alcohol exceeding those levels defined by law for the use of a motor vehicle in the country in which the **Insured Person** is domiciled;
6. The **Insured Person** being under the influence of drugs or narcotics that are not lawfully available or which have not been prescribed by or taken in accordance with the instructions of an independent qualified medical practitioner;
7. The **Insured Person's Temporary Total Disablement** arising from pregnancy, childbirth, miscarriage or abortion; the **Insured Person's Permanent Total Disablement** arising from pregnancy, childbirth, miscarriage or abortion unless such **Permanent Total Disablement** is caused by a medical complication;
8. The death of the **Insured Person** arising from **Illness**;
9. The **Insured Person** engaging in or taking part in naval, military or air force service or operations;
10. The **Insured Person** committing or attempting to commit a criminal act;
11. A **Pre-existing Condition**.
12. **Bodily Injury** sustained after an **Insured Person's** 65th birthday.
13. Human Immunodeficiency Virus (HIV) and/or HIV related illnesses including Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) and/or any mutant derivative or variations thereof, however caused.

General Conditions

Reasonable Precaution: The **Insured Person** shall at all time take reasonable precautions to prevent **accidents**, loss, destruction or damage.

Claims: On the happening of any event likely to give rise to a claim the **Insured Person** shall:

- a) provide written notice to the **Underwriters** as soon as reasonably practical and provide all particulars and evidence documentary and otherwise at the expense of the **Insured Person** and do all such things as the **Underwriters** may reasonably require.
- b) when required the **Insured Person** shall submit to medical examination on behalf of the **Underwriters** at the **Insured Person's** expense in respect of any alleged **Bodily Injury**.

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

Cancellation: the Assured may cancel this insurance at any time by written notice or surrender of the policy. 7 days written notice must be given to Strategic Insurance Services Limited. Any premium due for time on risk will be calculated on a short rate basis, or as deemed appropriate by Strategic Insurance Services Limited.

Material Facts/Alteration: If the circumstances in which this Insurance was entered into shall be materially altered without the written consent of the **Underwriters** being obtained thereto this cover shall be void abie.

Utmost Good Faith: The due observance and fulfilment of the terms, conditions and limitations of this cover insofar as they relate to anything to be done or complied with by the **Insured Person** and the truth of the statements and answers in the said Proposal shall be conditions precedent to any liability of the **Underwriters** to make any payment under this insurance. The **Assured** must inform Strategic Insurance Services Limited as soon as reasonably practicable of any change of risk relating to the **Insured Person** including change of residence, usual occupation (as stated in the Brokers Insurance Document attached hereto) or immediately upon ceasing to be employed or upon retirement.

Fraud: If any claim under this insurance shall be in any respect fraudulent or if the **Insured Person** or anyone acting on his behalf to obtain any benefit under this cover uses any fraudulent means or devices, all benefit hereunder shall be forfeited without refund of premium.

Complaints Procedure: Any enquiry or complaint should be addressed in the first instance to Strategic Insurance Services Limited. If you are not satisfied with the way a complaint has been dealt with, you may ask the Complaints and Advisory Department Lloyd's, One Lime Street, London EC3M 7HA to review your case without prejudice to your rights in law.

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

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

Several Liability Notice: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

E.U. Disclosure Clause (UK): The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance is subject to English Law.

Nuclear/Chemical/Biological Terrorism Exclusion: It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of violence and/or the threat thereof, of any person or group(s) of persons, whether acting or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

War, Terrorism and Mass Destruction Exclusion: Notwithstanding any provision to the contrary within this policy wording or any endorsement thereto, it is agreed that this cover excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

1. War, hostilities or warlike operations (whether war be declared or not);
2. Invasion;
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs;
4. Civil war;
5. Riot;

6. Rebellion;
7. Insurrection;
8. Revolution;
9. Overthrow of the legally constituted government;
10. Civil commotion assuming the proportions of, or amounting to, an uprising;
11. Military or usurped power;
12. Explosions of war weapons;
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not;
15. Terrorist activity.

For the purpose of this exclusion;

- i) Terrorist activity means an 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. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

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

- 1) For the purposes of obtaining quotations, indications of terms, amendment of terms or advice of an insurance nature, including policy renewals,
- 2) The sharing of information with other insurance companies, **underwriters**, brokers or similar organisations for the purpose of the detection of fraud or misrepresentation of facts,
- 3) In the event of a claim, information will be shared with Loss Adjusters, medical professionals and appointed representatives of the **Underwriters** for the sole purpose of validating a claim.