



Sample Wording For Personal Accident Insurance

THE SCHEDULE

Policy No:

The name of the Assured:

The address of the Assured:

The business of the Assured:

The Period of Insurance is:

From:

To:

The geographical limits of this Insurance: Worldwide

The premium:

Dated in London:

SCHEDULE OF BENEFITS (for each Insured Person)

The percentages specified below are % of the Capital Sum Insured stated in the Schedule of Insured Persons applicable to the Insured Person.

Where the letters N.C. (NOT COVERED) are inserted no insurance is provided.

1. Death		100%
2. Total and irrecoverable loss of sight of both eyes		100%
3. Total and irrecoverable loss of sight of one eye		50%
4. Loss of two limbs		100%
5. Loss of one limb		50%
6. Total and irrecoverable loss of sight of one eye and loss of one limb		100%
7. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))		100%
8. Temporary Total Disablement	N/C	
9. Temporary Partial Disablement	N/C	
Medical Expenses/evacuation		£TBA

SCHEDULE OF INSURED PERSONS - TABLE A

Name	Occupation	Date of Birth	Capital Sum Insured	Proposal Date
		-		

SCHEDULE OF INSURED PERSONS - TABLE B

Name	Temporary Disablement Amount per week		Elimination Period Days		Maximum Benefit Period Weeks	
	Total	Partial	Total	Partial	Total	Partial
As per Table A	N/C	N/C	N/C	N/C	N/C	N/C

Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS of this Insurance

IMPORTANT NOTICE.

THIS INSURANCE DOES NOT PROVIDE SICKNESS OR DISEASE INSURANCE.

IF THE INSURED PERSON SHALL ENGAGE IN ANY OCCUPATION SPORT OR PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE THEY SHOULD DISCLOSE IT.

We The Underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if the Insured Person sustains **Bodily Injury** caused by an **Accident**, we will pay to the Assured, or to the Assured's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

Provided always that:

1. (a) benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident** to any one Insured Person, except for any benefit payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**,

(b) no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident**.
2. the total sum payable under this Insurance in respect of any one or more **Accidents** to any one Insured Person shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other than for weekly benefits, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.
4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve months following the date of the **Accident** and prior to the definite settlement of the benefit for disablement provided for under Items 2 to 7 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

DEFINITIONS

In this Insurance:

1. **'BODILY INJURY'** means identifiable physical injury which
 - (a) is caused by an **Accident**, and
 - (b) solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the **Accident**.

2. '**ACCIDENT**' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

Accident shall also include

- (a) exposure resulting from a mishap to a conveyance in which the Insured Person is travelling;
 - (b) disappearance. If the Insured Person is not found within twelve months of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that the Insured Person has sustained **Bodily Injury** and that such injury has caused the Insured Person's death, the Underwriters shall forthwith pay any death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the Insured Person is subsequently found to be living.
3. '**TEMPORARY TOTAL DISABLEMENT**' means disablement which entirely prevents the Insured Person from attending to their business or occupation.
 4. '**TEMPORARY PARTIAL DISABLEMENT**' means disablement which prevents the Insured Person from attending to a substantial part of their business or occupation.
 5. '**PERMANENT TOTAL DISABLEMENT**' means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond hope of improvement.
 6. '**LOSS OF A LIMB**' means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

EXCLUSIONS

This Insurance does not cover death or disablement in any way caused or contributed to by

1. war, whether war be declared or not, hostilities or any act of war or civil war;
2. radioactive contamination;
3. the Insured Person engaging in or taking part in armed forces service or operations;
4. the Insured Person engaging in flying of any kind other than as a passenger;
5. the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
6. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno- deficiency Virus (HIV) howsoever these have been acquired or may be named;
7. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);

8. the Insured Person's own criminal act;
9. the Insured Person being under the influence of alcohol or drugs.

CONDITIONS

1. If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without the Assured first notifying the Underwriters and obtaining their written agreement to the inclusion under this Insurance (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 **Accident** arising from such activity.
2. Unless otherwise declared and agreed by the Underwriters no benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Insurance or for which the Insured Person has been treated at any time prior to inception.
3. Notice must be given to the Underwriters as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.

All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Underwriters and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.

4. Any fraud, concealment, or deliberate mis-statement by an Insured Person, if unknown to the Assured, either in the proposal 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 in so far as it relates to the Insured Person in question but any such fraud, concealment, or deliberate mis-statement by or known to the Assured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

NMA2712 amended

MEDICAL EXPENSES (ACCIDENT) ENDORSEMENT
(for use in conjunction with KA Form)

It is hereby understood and agreed that the Medical Expenses provision appearing at the foot of the Schedule of Compensation is deemed to be deleted and replaced by the following:

MEDICAL EXPENSES

Medical Expenses incurred within twelve months of the date of an Accident in respect of accidental Bodily Injury sustained by an Insured Person during the period of this Insurance will be paid in addition by the Underwriters up to but not exceeding £TBA each Insured Person excluding the first £TBA of each and every claim.

However, if in respect of such Medical Expenses the Assured or the Insured Person shall recover any payment under any other insurance, the Underwriters hereon shall only be liable for the difference between such recovery and the total cost of Medical Expenses incurred, not exceeding the limit expressed above.

02/94
LSW726

EVACUATION, REPATRIATION AND FUNERAL EXPENSES EXTENSION
(For attachment to K and K(A) Policies)

This Insurance is extended to indemnify the Assured up to the Sum Insured stated below:

1. for reasonable travelling expenses incurred to evacuate or repatriate the Assured/Insured Person if a qualified medical practitioner shall:
 - (a) estimate that the Assured/Insured Person is likely to be totally disabled in excess of 4 weeks, or
 - (b) certify that the Assured/Insured Person should be evacuated or repatriated because local facilities are inadequate for the treatment of his/her condition or that his/her recovery will be substantially expedited by such evacuation or repatriation, and/or
2. in the case of the death of the Assured/Insured Person, for reasonable funeral expenses or necessary expenses incurred in transporting the body or ashes to the normal country of domicile

following an Accident occurring during the Period of Insurance whilst the Assured/Insured Person is outside his/her normal country of domicile.

SUM **IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY CONTACT THE**
INSURED: **ASSISTANCE COMPANY Specialty Assistance FROM OUTSIDE THE**
Included part **UNITED KINGDOM - AS BELOW:**
of £

Telephone: + 44 (0) 20 7902 7405 Fax: + 44 (0) 20 7928 4748
E-mail:
operations@specialtygroup.com

who will be responsible for all decisions as to the most suitable, practical and reasonable solution.

The Assured/Insured Person must inform the assistance company that he/she is covered under this Extension and must quote the Policy number and the Period of Insurance. No claim for repatriation expenses shall be paid where the assistance company has not been involved.

All other terms and conditions remain unchanged.

02/01
LSW1197

KILN PASSIVE WAR / TERRORISM EXTENSION B

It is agreed that, regardless of the war / terrorism exclusion contained herein, this Extension covers claims caused or contributed to by:

- war, invasion, acts of foreign enemies, hostilities or war-like operations whether declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or martial law;
- an act of terrorism.

However this Extension does not cover such claims:-

- (i) whilst the person insured is training or serving in any capacity as a member of the Armed Forces or whilst engaging in any of the aforementioned events;
- (ii) caused or contributed to by:
 - (a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
 - (b) war in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged, or
 - (c) the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent, regardless of any contributory cause(s).

If Underwriters allege that any claim is not covered by this Extension the burden of proving the contrary shall be upon the Assured.

Definition

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

Definition of Accident Event

The term “accident event” as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place.

However, the duration and extent of any “accident event” so defined shall be limited to 72 consecutive hours and within a 10-mile radius for any “accident event” hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that “accident event”.

The Assured may choose the date and time when such period of consecutive hours commences and also the specific mile-radius determining a “accident event”. If any event is of greater duration than the above period, the Assured may divide that event into two or more “accident events”, provided no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the Assured arising out of the event.