

# Occupational Personal Accident

## What is covered

### Personal accident

If an **insured person** suffers **injury** during the period of insurance shown in the policy schedule, whilst in a home office, commuting to work or at work and in the course of their employment by **you, we** will pay **you** the benefit set out below.

### How much we will pay

**We** will pay the amount specified in the policy schedule in respect of this section of cover, however

- **we** will only pay the benefit for either **death, loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** inclusive for any one **insured person**
- **death, loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** must occur within 104 weeks of sustaining the **injury**
- to qualify for the benefit for **temporary total disablement**, the **insured person** must have received medical attention from and continued under the care of a qualified medical practitioner
- the benefit for **temporary total disablement** is payable for a maximum of 104 weeks from the date of suffering the **injury**
- the benefit for **temporary total disablement** is no longer payable once payment for **death, loss of limbs, loss of sight or speech or hearing** or **permanent total disablement** become claimable
- the benefit for **temporary total disablement** will not be payable for the first 14 days of **temporary total disablement**.

## What is not covered (exclusions)

### 1 Radioactive contaminations and sonic bangs etc

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 2 War risks and terrorism

**We** will not pay **you** for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**

- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- **contamination** due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

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

### **3 Suicide or self-injury**

**We** will not pay **you** for loss resulting from an **insured person** committing or attempting to commit suicide or deliberate self-injury.

### **4 Drugs**

**We** will not pay **you** for loss resulting from or contributed by an **insured person** having taken a drug.

This exclusion will not apply where the drug is taken as prescribed and direct by a qualified registered medical practitioner and is not being taken for the treatment of drug addiction.

### **5 Pregnancy and childbirth**

**We** will not pay **you** for loss resulting from or contributed by the pregnancy (including childbirth) of an **insured person**.

### **6 Pre-existing condition**

**We** will not pay **you** for loss resulting from or contributed by an **insured person** having any sort of physical or medical defect or health problem which was known either to **you** or the **insured person** prior to the date this section of cover was first incepted or prior to the latest renewal of this policy and which has not been declared to **us** and accepted by **us** in writing.

### **7 Wilful acts**

**We** will not pay **you** for loss resulting from the needless peril by an **insured person** (except in an attempt to save human life).

### **8 Age**

**We** will not pay **you** for loss sustained by any person under the age of 16 years or over the age of 75 years.

### **9 Sickness or disease**

**We** will not pay **you** for loss resulting from or contributed by

- sickness or disease
- any naturally occurring condition
- any degenerative process
- a gradually operating cause.

## 10 Subsequent injury

**We** will not pay more than one of the benefits specified in the policy schedule in respect of this section of cover arising out of the same **injury**. However, we will pay for the **temporary total disablement** benefit prior to making a payment for **death, loss of limbs, loss of sight, speech or hearing** or **permanent total disablement**.

# Conditions that apply to this section of cover

## 1 Disappearance

In the event of disappearance of the **insured person** if after a suitable period of time it is reasonable to believe that death has occurred as a result of **injury** then we will pay **you** the benefit for **death** subject to a signed undertaking that if the belief is subsequently found to be wrong the benefit will be refunded to **us**.

## 2 Other interests

All payments under this section of cover shall be made to **you**. Neither the **insured person** nor their personal representatives have a right to payment under this section of cover.

# Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

**Death** means death resulting solely and directly from sustaining the **injury**.

**Employee** means any person (other than a director of **yours**) who is (or was or may be in the future)

- under a contract of service or apprenticeship with **you**, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**, or
- volunteers, or
- self-employed persons

and working for **you** under **your** direct control in connection with **your business** and normally resident in the **United Kingdom**.

**Injury** means accidental bodily injury.

**Insured, you, your, yours** means the person named as the policyholder in the policy schedule.

**Insured person** means any principal, partner, governor, director, council member, member, officer or trustee of **yours** or any **employee**.

**Loss of limbs** means total loss of use of one or more hands or feet resulting solely and directly from suffering the **injury**.

**Loss of sight or speech or hearing** means total and irrecoverable loss of

- all sight in one or both eyes, or
- the power of speech, or
- the sense of hearing

resulting solely and directly from suffering the **injury**.

**Medical expenses** means costs of surgical or other remedial attention, treatment or appliances given or prescribed by a qualified member of the medical profession together with hospital, nursing home and ambulance charges incurred following **injury** for which a benefit is payable under this section of cover.

**Permanent total disablement** means permanent total disablement (other than **loss of limbs** or **loss of sight or speech or hearing**) resulting solely and directly from **injury** which continuously prevents the **insured person** from attending to business or occupation of any description and is beyond hope of improvement.

**Temporary total disablement** means total disablement resulting solely and directly from **injury** which prevents the **insured person** from attending to his/her usual business or occupation or, if the **insured person** has no occupation, necessarily confines the person to a private dwelling or other location where he/she is under treatment.