

Accident Section

Definitions

Accidental Bodily Injury

Bodily injury caused by:

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

Adjustment Information

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

Aircraft Accumulation Limit

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

Annual Salary

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

Associated Illness

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

Benefit

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

Business Trip

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

Capital Sum Benefit

A Benefit that is not payable at a weekly rate.

Clause

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

Contamination

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

Contamination by Terrorism Accumulation Limit

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

Death

Death caused by Accidental Bodily Injury.

Declared Travel Pattern

The number, destination and average duration of expected journeys as provided by the Insured to the Insurer.

Directors

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

Employee

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

Europe

The United Kingdom and Eire, the continent of Europe, islands in the Mediterranean, former member states of the Soviet Union west of the Ural Mountains and Turkey west of 30° East.

Event Accumulation Limit

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

Excess Period

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

First Aid Expenses

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

Hospital

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

Hospitalisation

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

Insured Person

Those persons specified in the Schedule as being Insured Persons.

Insured Trip

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

Loss(es)

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

Loss of Hearing

Total and permanent loss of hearing in one or both ears.

Loss of Internal Organ

Total and permanent:

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

Loss of Limb

Total and permanent loss:

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

Loss of Sight

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

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

Loss of Speech

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

Maximum Benefit

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

Maximum Payment Period

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

Non-scheduled Air Accumulation Limit

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

Operative Times of Cover

The time and circumstances as defined below and as shown in the Schedule:

A 24 Hours

At any time

B Business Travel outside the United Kingdom

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

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

C Business Travel in the United Kingdom

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

D Travel in the United Kingdom

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

E Travel outside the United Kingdom

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

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

F All Travel in the United Kingdom

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

G All Travel outside the United Kingdom

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

H Occupational

- a** While an Insured Person is carrying out their occupational duties for the Insured or while travelling between:
 - i** the Insured Person's place of residence and place of work
 - ii** places of work where the travel is at the expense of the Insured.
- b** At any time where the Accidental Bodily Injury is the direct result of an unprovoked physical assault by another person.

I Occupational including Commuting

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

J Away from premises

While an Insured Person is:

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

K Assault

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

L Motor Vehicle Travel

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

Permanent Total Disablement

Any permanent disablement other than

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

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

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

for the remainder of their life.

Permanent Total Disablement (Continental Scale)

Compensation under Item 7 of the Scale(s) of Compensation is extended to include the following additional Benefits in accordance with the following percentages subject to a maximum total of 100% in the aggregate if the Continental Scale is shown as insured in the Schedule provided that the Insured Person has survived for at least one month from the date of the occurrence.

1	Permanent Total Disablement	100%
2	Permanent loss by physical separation of:	
	a one thumb:	
	i both phalanges	30%
	ii one phalange	15%
	b one index finger	
	i three phalanges	20%
	ii two phalanges	13%
	iii one phalange	6%
	c one other finger	
	i three phalanges	10%
	ii two phalanges	6%
	iii one phalange	3%
	d one great toe:	
	i two phalanges	15%
	ii one phalange	7.5%
	e one other toe:	
	i three phalanges	5%
	ii two phalanges	3%
	iii one phalange	1.5%
3	Permanent total loss of use of:	
	a shoulder or elbow	25%
	b wrist, hip, knee or ankle	20%
4	Removal by surgical operation of lower jaw	30%
5	Sickness resulting in Loss of Sight or Permanent Total Disablement by paralysis	20%

A proportionately lower percentage of compensation will be payable in the event of a partial loss under 2 above

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

Permanent Partial Disablement

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

Scale(s) of Compensation

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

Scheduled Air Transport

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

Sickness

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

Spouse

The

- i spouse
- ii partner
- iii civil partner with whom the Insured Person has been cohabiting for at least 3 months as though they were their spouse or partner of the Insured Person

Temporary Partial Disablement

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

Temporary Total Disablement

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

Terrorism

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

Usual Occupation

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

Visitors

Persons who are not:-

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

War

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

Weekly Benefit

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

Weekly Wage

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

Part 1 Accident

Cover

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

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

Extensions of Cover

1 Rehabilitation and Retraining Expenses

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

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

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

2 Visitors' Benefit

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

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

3 Hospitalisation Benefit

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

In-Patient Benefit

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

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

Convalescence Benefit

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

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

4 Training Placements' Benefit

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

- a** work experience placements
- b** trainees

under government funded training programmes in respect of Accidental Bodily Injury resulting in Death, Permanent Total Disablement or Permanent Partial Disablement.

The amount payable is £25,000 in respect of any one such person.

5 Age Enhancement Benefit

Notwithstanding Exclusion 6 if an Insured Person is between 75 and 80 years of age and suffers Accidental Bodily Injury during the Period of Insurance and Operative Time of Cover which, within 12 months thereof solely, directly and independently of any other cause results in Death or Permanent Partial Disablement, the Insurer will pay £2,500 to the Insured.

6 Assault Injury Enhanced Benefit

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

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

7 Temporary Replacement Staff Costs

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

8 First Aid Expenses

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

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

or

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

subject to a maximum total amount of £15,000 in respect of any one Insured Person.

9 Legal Advice

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

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

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

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

Policyholder Helplines

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

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

Employee Assistance

Tel 01455 895070

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

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

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

Medical Advice Line

Tel 0208 763 4808

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

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

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

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

Exclusions

The Insurer will not pay for:

- 1 any claim arising out of or consequent upon or contributed to directly or indirectly by:-
 - A any Insured Person committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind.
 - B the Insured Person
 - a taking illegal drugs or taking non-prescribed drugs for recreational purposes or taking drugs prescribed for the Insured Person's own drug addiction or alcoholism
 - b serving in the Armed Forces of any Nation or International Authority
 - c committing suicide, attempted suicide or intentional self-injury
 - d participating in off-piste winter sports
 - e engaging in air travel as aircraft crew of any kind or carrying out any trade or technical operation whilst an aircraft is in flight.
 - C War (whether declared or not):
 - a between any of the Major Powers (specifically China, France, the United Kingdom, any of the former member states of the Soviet Union and the United States of America) and/or
 - b within Europe in which any of such Major Powers or their armed forces are involved or any enforcement action within Europe by or on behalf of the United Nations.
 - D ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - E venereal disease or Acquired Immune Deficiency Syndrome (AIDS), Human Immunodeficiency Virus (HIV) and or any mutual derivative or variations however caused.
- 2 Losses arising directly or indirectly out of Contamination due to any act of Terrorism regardless of any other cause or any other event contributing at the same time or in any other sequence to such event.

If the Insurer alleges that by reason of this exclusion any loss damage cost or expense is not covered the burden of proving the contrary shall be upon the Insured or Insured Person, as applicable.
- 3 any Loss arising from travel to Afghanistan, Iraq, Ivory Coast, Somalia or Chechnya unless agreed in writing by the Insurer.
- 4 any claim in excess of £25,000,000 irrespective of any amount shown elsewhere in the Schedule.
- 5 any claim in respect of:-
 - a any Benefit during the Excess Period
 - b sickness or disease (with the exception of Associated Illness)
- 6 any claim in respect of any Insured Person aged 75 or over at the commencement of the Period of Insurance unless otherwise agreed by the Insurer.

Conditions

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

In addition the following Conditions apply to this Section.

1 Misrepresentation of facts relevant to an Insured Person

If a claim is made under this Section, the Insurer will not invoke the remedies which might otherwise have been available to it under General Condition 1. Fair Presentation of the Risk as against the Insured, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular Insured Person. If the Insured Person concerned or the Insured on their behalf makes a careless misrepresentation of facts, the Insurer may invoke the remedies available to it under General Condition 1 as against that Insured Person only, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

2 Fraudulent Claims

If any fraud to which General Condition 5 relates is perpetrated by or on behalf of an Insured Person (and not on behalf of the Insured), General Condition 5 should be read as if it applies only to that Insured Person's claim and references to the Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

3 Payment of Premium

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

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

If the Insured then fails to pay such amount within 7 days of the Insurer giving notice to the Insured of the default in payment the Insurer may cancel this Section by giving 7 days' notice in writing to the Insured.

4 Assignment

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

5 Change in Risk

It is a condition precedent to the liability of the Insurer that the Insured must give immediate notice to the Insurer of any change to the occupation of any Insured Person from that which the Insured originally advised to the Insurer.

6 The Insurer's right to cancel this Section

Other than as described under Section Condition 3 above or Section Condition 7 below or General Condition 5. Fraud, the Insurer may cancel this Section by sending 30 days' notice by recorded delivery post to the Insured, at the Insured's last known address together with any appropriate refund of premium. The Insured Person and the Insured may not cancel this Section.

7 Cancellation – War Risks

The Insurer may cancel cover under this Section in respect of War risks at any time and at its discretion by sending 7 days notice by recorded delivery post to the Insured at the Insured's last known address but such cancellation of cover will not apply for any Insured Trip outside of the United Kingdom or the Insured Person's country of residence (if different) which commenced prior to the effective date of the notice of cancellation.

8 Adjustment of Premium

If premium has been calculated on a deposit or declaration basis, the Insured must provide the Adjustment Information to the Insurer within 30 days of the expiry of the Period of Insurance. Any additional premium calculated to be due must be paid by the Insured upon demand and any return premium will be paid by the Insurer to the Insured.

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

9 Benefit Limits

- a The Insurer will not pay more than the Maximum Benefit or Sum Insured as specified in the Scale(s) of Compensation in the Schedule for any one Insured Person.
- b The Maximum Benefit payable in respect of Death of an Insured Person under 16 years of age or under 18 years of age and in full time education shall not exceed £10,000 or the Benefit stated in the Scale(s) of Compensation in the Schedule whichever is lower.
- c The maximum Weekly Benefit payable for
 - Temporary Total Disablement will not exceed 100%
 - Temporary Partial Disablement will not exceed 50% of the Insured Person's normal Weekly Wage.

The Insured must inform the Insurer if any claim payment exceeds these limits.

The Insurer shall be entitled to

- i a return of any such claims payments in excess of the limits stated within a reasonable timescale and/or
- ii reduce any further payments due until the claim payment in excess of the limits stated is offset.

- d Payment by the Insurer to the Insured of any Weekly Benefit does not prejudice the Insured's entitlement to any other Benefit but payment of Weekly Benefits will cease if the Insurer pays any of the Capital Sum Benefits and the Insurer will not be liable to pay any further Benefits in respect of the same Insured Person for the same Loss.
- e Payment by the Insurer to the Insured for any incomplete working week will be calculated as a proportion of the Weekly Benefit equivalent to the number of days of disablement compared to the number of days which the Insured normally pays the Insured Person to work in a normal week.
- f The Insurer will not pay more than one of the Benefits 1 to 7 as shown in the Scale(s) of Compensation in respect of any one Insured Person for injuries arising from the same Loss.
- g The Insurer will not pay more than one of the Benefits 8 and 9 as shown in the Scale(s) of Compensation for an accident arising from separate originating Losses concurrently.

10 Disappearance

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

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

11 Claims Conditions

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

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

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

- e In the event of Death of an Insured Person the Insurer will be entitled to have a post-mortem examination carried out at the Insurer's own expense.
- f For the Insured to claim any Weekly Benefit the Insured Person must not have any other Weekly Benefit insurance in force except where declared to and accepted by the Insurer.

12 Accumulation Limits

Where the total of all individual claims exceed the

- i Aircraft Accumulation Limit
- ii Event Accumulation Limit
- iii Non – scheduled Air Accumulation Limit
- iv Contamination by Terrorism Accumulation Limit

the individual claims shall be reduced proportionately until the total of all individual claims does not exceed the limit applicable.