

## Section 16 : Group Personal Accident

### Defined events

Bodily injury caused by accidental, violent, external and visible means to any principal, partner, director or employee of the insured (hereinafter in this section referred to as such person) specified in the schedule.

The company will pay to the insured, on behalf of such person or his estate, the compensation stated in the schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the schedule under the heading circumstances.

### Definitions

**Permanent disability** shall mean

	<b>Percentage of Compensation</b>
(a) loss by physical separation at or above the wrist or ankle of one or more limbs	100
(b) permanent and total loss of	
whole eye	100
sight of eye	100
sight of eye except perception of light	75
(c) permanent and total loss of hearing	
both ear	100
one ear	25
(d) permanent and total loss of speech	100
(e) injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
(f) loss of four fingers	70
(g) loss of thumb	
both phalanges	25
one phalanx	10
(h) loss of index finger	
three phalanges	10
two phalanges	8
one phalanx	4
(I) loss of middle finger	
three phalanges	6
two phalanges	4
one phalanx	2
(j) loss of ring finger	
three phalanges	5
two phalanges	4
one phalanx	2

09/2019

(k)	loss of little finger		
		three phalanges	4
		two phalanges	3
		one phalanx	2
(l)	loss of metacarpals		
		first or second (additional)	3
		third, fourth or fifth (additional)	2
(m)	loss of toes		
		all on one foot	30
		great, both phalanges	5
		great, one phalanx	2
		other than great, if more than one toe lost, each	2

### Memoranda

- (i) Where the injury is not specified, the company will pay such sum as, in their opinion, is consistent with the above provisions
- (ii) Permanent total loss of use of part of the body shall be treated as loss of such part
- (iii) 100 per cent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

**Temporary total disability** shall mean total and absolute incapacity from following usual business or occupation.

**Medical expenses** shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the defined event.

### Business limitation (if stated in the schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

### Provisos

It is declared and agreed that

1. the company shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;
2. the compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
3. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;
4. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
5. General conditions 2 and 9 do not apply to this section;

6. in respect of this section only, General exception 1 is deleted and replaced by the following:

This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

**Extensions**

**1. Exposure**

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.

**2. Disappearance**

In the event of the disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person, the company will, for the purposes of the insurance afforded by this section, presume his death provided that if, after the company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company.

**3. Burns disfigurement (if stated in the schedule to be included)**

Subject to the exclusion shown below, the following item is added to the "Permanent disability" definition:

		<b>Percentage of compensation</b>
(n)	permanent disfigurement resulting from accidental external burns to the combined surface area of the	
(i)	face and neck 100% surface area disfigurement less than 100% surface area disfigurement	50  The proportion of 50% which the actual surface area disfigurement bears to 100% surface area disfigurement
(ii)	remaining parts of the body other than the face and neck 100% surface area disfigurement less than 100% surface area disfigurement	25  The proportion of 25% which the actual surface area disfigurement bears to 100% surface area disfigurement.

The company shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

**4. Life support machinery**

Notwithstanding anything contained in the defined events, the twenty four month period stated therein shall not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than three consecutive days, of life support machinery, equipment or apparatus.

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## Specific exceptions

The company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person

- (a) while he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;
- (b) by his suicide or intentional self injury;
- (c) caused solely by an existing physical defect or other infirmity of such person;
- (d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
- (e) as a result of his participation in any riot or civil commotion;
- (f) in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequel thereof;
- (g) while he is, or as a result of his, engaging in
  - (i) motor cycling (whether as a driver or passenger) other than on the business of the insured
  - (ii) racing of any kind involving the use of any power driven vehicle, vessel or craft
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeple-chasing, professional football, hang-gliding or other hazardous pursuits.

## COMMUNICABLE DISEASE EXCLUSION LMA 5399

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the reinsured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
  - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
  - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.