

# STATED BENEFITS

## 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 capital sum</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 ears .....	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

(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% 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.

**Emergency expenses:** The reasonable costs incurred within 24 months of the defined event by Such Person in respect of medical, surgical, dental, nursing home or hospital treatment (including the cost of artificial aids and prostheses):

- resulting from a Disability Event caused by an accident; or
- on the happening of a health event other than a Disability Event to cover the cost of emergency medical treatment; and

In both cases including the cost of emergency evacuation or transport to a medical treatment facility including freeing Such Person if trapped or bringing Such Person to a place of safety.

**Disability Event** means any event resulting in –

- (a) The loss of a limb or sense organ, or the use thereof by a person; or
- (b) A person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to –
  - (i) continue their employment or own occupation, profession or trade;
  - (ii) participate in any employment, occupation, profession or trade that is reasonably suitable for that person given, amongst other matters, their education, skills, experience or age; or
  - (iii) carry on the functions required for normal activities of life.

**Health Event** means an event relating to the health of the mind or body of a person or an unborn, other than a disability event.

**Annual earnings** shall mean the annual rate of wage, salary and cost of living allowance being paid or allowed by the Insured to Such Person at the time of accidental bodily injury, plus overtime, house rents, food allowances, commissions and other considerations of a constant character paid or allowed by the Insured to Such Person during the 12 months immediately preceding the date of accidental bodily injury.

**Average weekly earnings** shall mean one fifty-second part of annual earnings.

# 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 emergency 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. any compensation payable by the Company for any period of temporary total disability or for emergency expenses shall be reduced by an amount equal to the compensation received or receivable by or on behalf of Such Person under any workmen's compensation enactment for temporary disability for the same or a lesser period or in respect of emergency expenses;
5. after suffering accidental bodily injury for which compensation may be payable under this section, Such Person shall, when reasonably required by the Company to do so, 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;
6. General conditions 2 and 9 do not apply to this section;
7. 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 definition of "Permanent disability":

	<b>Percentage of capital sum</b>
(k) permanent disfigurement resulting from accidental external burns to the combined surface area of the	
(i) face and neck	
100% surface area disfigurement	<b>50</b>
less than 100% surface area disfigurement	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	<b>25</b>
less than 100% surface area disfigurement	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 24-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 3 consecutive days, of life support machinery, equipment or apparatus.

## SPECIFIC EXCEPTIONS

The Company shall not be liable to pay compensation for death, disability or emergency 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 a member of the medical profession (other than himself) or unless 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 sequelae 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
    - (a) vehicle
    - (b) vessel
    - (c) craft;
  - (iii) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeplechasing, professional football or hang-gliding.