

**LLOYD'S ACCIDENT POLICY**

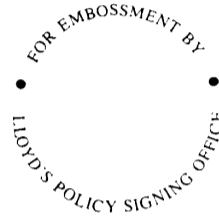
Whereas the Assured, with a view to effecting an insurance as hereinafter provided with the Underwriters (as defined below), has presented a proposal upon which the Underwriters have determined their terms and conditions,

We, Underwriting Members of the syndicates whose definitive numbers and proportions are shown in the Table attached hereto (hereinafter referred to as 'the Underwriters'), hereby agree, in consideration of the payment to us by or on behalf of the Assured of the premium specified in the Schedule, to insure against bodily injury in the manner and to the extent hereinafter provided.

The Underwriters, and their heirs, executors and administrators shall be liable only for their own shares of their respective syndicate's proportion, the Underwriters having bound themselves severally and not jointly, each for their own part, and not one for another, and in respect of their due proportion only. The identity of each underwriting member of the syndicates shown in the Table and the amounts of their respective shares may be ascertained by the Assured or the Assured's representative on application to Lloyd's Policy Signing Office, quoting the Lloyd's Policy Signing Office number and date shown in the Table.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has signed on behalf of each of Us.

LLOYD'S POLICY SIGNING OFFICE  
*General Manager*



**K NMA 2315 (22/9/88)** Form approved by Lloyd's Underwriters' Non-Marine Association.

We the Underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if the Assured sustains Bodily Injury during the period of this Insurance, we will pay to the Assured, or to the Assured's Executors or Administrators, according to the Schedule of Compensation after the total claim shall be substantiated under this Insurance.

**Provided Always That:**

1. a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident, except for any compensation payable hereunder in respect of temporary partial disablement preceding or following temporary total disablement, and
  - b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same Accident.
2. The total sum payable under this Insurance in respect of any one or more Accidents shall not exceed in all the largest sum insured under any one of the items contained in the Schedule of Compensation or added to this Insurance by endorsement, except that the Underwriters will in addition pay Medical Expenses.

3. If Item 1 of the Schedule of Compensation is not covered, then no claim shall be payable, other than for weekly compensation and Medical Expenses, in respect of any Accident which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an Accident causes the death of the Assured within twelve months following the date of the Accident and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 7 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
5. Compensation shall only be payable under items of the Schedule of Compensation if:
  - a) Under Item 1, death occurs within twelve months of the date of the Accident,
  - b) Under Items 2 to 6, Loss occurs within twelve months of the date of the Accident,
  - c) Under Item 7, the Assured becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.

#### **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 illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Assured 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, but shall also include exposure resulting from a mishap to a conveyance in which the Assured is travelling.
3. 'TEMPORARY TOTAL DISABLEMENT' means disablement which entirely prevents the Assured from attending to his business or occupation of any and every kind.
4. 'TEMPORARY PARTIAL DISABLEMENT' means disablement which prevents the Assured from attending to a substantial part of his business or occupation.
5. 'PERMANENT TOTAL DISABLEMENT' means disablement which entirely prevents the Assured from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
6. 'LOSS OF A LIMB' means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
7. 'MEDICAL EXPENSES' means expenses necessarily incurred by the Assured for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

8. 'AIR TRAVEL' means being in or on or boarding an aircraft for the purpose of flying therein or alighting therefrom following a flight.
9. Words in the masculine gender shall include the feminine.

#### **EXCLUSIONS**

This Insurance does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
2. radioactive contamination;
3. the Assured engaging in or taking part in
  - a) naval, military or air force service or operations;
  - b) winter sports (other than skating or curling)
    - i) at any winter sports resort, or
    - ii) anywhere outside Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or the Republic of Ireland;
  - c) skin diving involving the aid of breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, or driving or riding in any kind of race;
  - d) driving or riding on motor cycles or motor scooters other than mopeds;
4. the Assured engaging in Air Travel except as a passenger in a properly licensed multi-engined aircraft being operated by a licensed commercial air carrier or owned and operated by a commercial concern;
5. suicide or attempted suicide or intentional self-injury or the Assured being in a state of insanity;
6. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
7. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Assured's own criminal act, or the Assured being under the influence of alcohol or drugs.

#### **CONDITIONS**

1. If the Assured shall regularly engage in any occupation, sport, pastime or activity in which materially greater risk may be incurred than disclosed in connection with this Insurance without first notifying the Underwriters and obtaining their written agreement to the amendment of this Insurance (subject to the payment of such 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 therefrom.
2. If the consequences of an Accident shall be aggravated by any condition or physical disability of the Assured which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.

3. Notice must be given to the Underwriters as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of this Insurance, and the Assured must as early as possible place himself under the care 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 Assured resulting or alleged to result from an Accident.

It is a condition precedent to Underwriters' liability to pay compensation to the Assured or his representatives, that 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 Underwriters and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of the Assured.

4. Any fraud, concealment, or deliberate misstatement 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 and all claims hereunder shall be forfeited.

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**SCHEDULE**

Policy or Certificate No. /

Proposal or Declaration dated

The Assured

Date of birth:

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The address of the Assured

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The occupation of the Assured

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The period of insurance is from to  
both days inclusive and for such further period or periods as may be mutually agreed upon

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**SCHEDULE OF COMPENSATION**

**This Insurance covers in respect only of such of the following benefits as have an amount inserted against them. Where benefits are not insured the words 'NOT INCLUDED' are shown**

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- 1. Death .....
  - 2. Total and Irrecoverable loss of sight of both eyes .....
  - 3. Total and Irrecoverable loss of sight of one eye .....
  - 4. Loss of two limbs .....
  - 5. Loss of one limb .....
  - 6. Total and Irrecoverable loss of sight of one eye and loss of one limb.
  - 7. Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb) .....
  - 8. Temporary Total Disablement ..... per week  
during such disablement but not beyond weeks from the  
date on which the Assured first became disabled
  - 9. Temporary Partial Disablement ..... per week  
during such disablement but not beyond weeks from the  
date on which the Assured first became disabled.

**MEDICAL EXPENSES:**

Medical Expenses incurred in respect of Items 8 or 9 will be paid in addition by the Underwriters up to but not exceeding 15 per cent of any claim admitted under such item. However, if in respect of such Medical Expenses the Assured 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 15 per cent of the claim admitted under Item 8 or 9 hereof.

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The geographical limits of this Insurance are—anywhere in the World.

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The premium

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Dated in the

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**K NMA 2317** (Schedule) For attachment to NMA 2315 or NMA 2316.