



Personal accident section

AXA Business Insurance

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Personal accident section

Your schedule will show if this section is covered

Meanings of defined terms

These definitions apply to this section and are in addition to the policy definitions that have already been described in the Essential Information document. If a word or phrase has a defined meaning it will be underlined and will have the same meaning wherever it is used in this section



Accident

A sudden, unexpected, specific event which occurs at an identifiable time and place.



Hazardous pastimes

The insured person taking part in, or practising for

- 1) racing, competitions, rallies or trials on wheels or on horseback
- 2) hang-gliding, parachuting, parascending, paragliding or bungee jumping
- 3) mountaineering, rock climbing, potholing, caving or white water rafting
- 4) diving underwater involving the use of breathing apparatus
- 5) off piste skiing, sleighing or snow boarding.



Injury

Identifiable physical injury caused by an accident (including illness arising directly from the injury, or medical or surgical treatment made necessary by the injury) which solely and independently of any other cause, results in the death or disablement of the insured person within twenty four months of the date of the accident.



Inception

The date that an insured person is first included in this insurance.



Insured person

Each of your principals, partners or directors under 75 years of age.



Loss of sight, hearing or speech

Total and irrecoverable loss of

- 1) sight in one or both eyes
- 2) hearing
- 3) speech.



Loss of limb

Permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle or permanent total and irrecoverable loss of use of hand, arm, foot or leg.



Permanent total disablement

Disablement which entirely prevents the insured person from attending to any occupation, to which they are reasonably suited by training, education or experience and which:

- 1) lasts twelve months and
- 2) is beyond hope of improvement.



Temporary total disablement

Disablement which entirely prevents the insured person from attending to the business.

What is covered

| What is covered | What is not covered |
|---|---------------------|
| Injury cover | |
| <p>We will pay <u>you</u>, or in the event of <u>your</u> death, <u>your</u> personal representatives, in accordance with the benefits table which is shown in <u>your</u> schedule if, at any time during the <u>period of insurance</u>, an <u>insured person</u> sustains <u>injury</u>.</p> | |
| Disappearance cover | |
| <p>If at any time during the <u>period of insurance</u>, an <u>insured person</u> goes missing and sufficient evidence is produced to confirm that the <u>insured person</u> sustained an <u>injury</u> likely to have caused death, it will be presumed after 12 months that death has occurred. However if the <u>insured person</u> is subsequently found to be alive, <u>you</u> will be required to refund to us any benefit already paid.</p> | |
| Maximum benefit | |
| <p>Any benefit payable under this section will not exceed for each <u>insured person</u> the amount stated in the benefits table in <u>your</u> schedule</p> | |
| Payment of benefits | |
| <p>Benefit will not be payable under more than one of the items of the benefits table for the consequences of one <u>accident</u>. Where any payment is made for weekly benefit, the amount will be deducted from any lump sum subsequently paid for the same <u>accident</u>. Weekly benefit will only be paid if cover for <u>temporary total disablement</u> is shown in the schedule</p> | |

What is not covered



Armed forces exclusion

We will not cover injury in any way caused or contributed to, by the insured person engaging in or taking part in armed forces service or operations.



Chemical weapon exclusion

We will not cover injury in any way caused or contributed to by the actual or threatened malicious use of pathogenic or poisonous, biological or chemical materials.



Criminal act exclusion

We will not cover injury in any way caused or contributed to, by the insured persons own criminal act.



Deliberate act exclusion

We will not cover injury in any way caused or contributed to, by the insured person's deliberate exposure to exceptional danger (except in an attempt to save human life).



Drugs and alcohol exclusion

We will not cover injury in any way caused or contributed to, by the insured person being under the influence of alcohol or drugs, not prescribed by a qualified medical practitioner.



Flying exclusion

We will not cover injury in any way caused or contributed to, by the insured person engaging in flying of any kind other than as a passenger.



Hazardous pastimes exclusion

We will not cover injury in any way caused or contributed to, by hazardous pastimes.



Pre-existing condition exclusion

We will not cover injury in any way caused or contributed to by

- 1) any existing condition or chronic or recurring disease or disorder
- 2) any other condition about which the insured person has sought
 - a) advice, diagnosis, treatment or counselling
 - b) become aware, or should reasonably have been aware
 - c) been treated

in the 12 months immediately prior to inception.



Suicide and insanity exclusion

We will not cover injury in any way caused or contributed to, by the insured person's suicide, attempted suicide or intentional self-injury, or the insured person being in a state of insanity.



War risk exclusion

We will not cover any damage, expense, liability, loss, claim or proceedings caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation nationalisation or requisition or seizure or destruction of or damage to property by or under the order of any government or public authority.

Section conditions

These conditions of cover apply only to this section.

You must comply with the following conditions to have the full protection of this section.

Conditions may specify circumstances whereby non-compliance will mean that you will not receive payment for a claim. However you will be covered and we will pay your claim if you are able to prove that the non-compliance with these conditions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If you are unsure about any of these conditions or whether you need to notify us about any matter, please contact us



Claims notification condition

You must tell us as soon as you become aware of any injury suffered by an insured person which may cause a claim covered by this section.



Claims evidence condition

- 1) The insured person must as early as possible seek the attention of a qualified medical practitioner in the event of injury which has or may cause a claim. All certificates, information and evidence required by us in connection with injury or illness is to be provided at your or the insured persons expense
- 2) All medical records, notes and correspondence in connection with a claim or a related pre-existing condition must be made available on request to any medical adviser appointed by us. The medical adviser will be allowed to make an examination of the insured person as often as necessary