

Sunderland Marine Personal Accident Clause

Each Insured and any person serving on board as Skipper/Master or crew or who whilst the insured vessel is in port is retained or engaged by the Insured to serve on board as Skipper/Master or crew on the insured vessel's next voyage or who is employed by the Insured shall unless otherwise agreed be insured in the amounts specified in the relevant part of the Policy or Certificate of Insurance against accidental bodily injury giving rise directly to:

- (i) death, loss of limb or eye, or permanent total disablement.
- (ii) temporary total disablement up to a maximum of 100 weeks.

This insurance shall apply whether or not the accidental bodily injury is suffered on an insured vessel or other property or not or whether during the course of an insured person's business, occupation or employment or not.

DEFINITIONS

- Accident - A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place
- Air Travel - Being in or on or boarding an aircraft for the purpose of flying therein or alighting there from following a flight
- Bodily Injury - 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 insured person within twelve months from the date of the accident and shall include the results of exposure to the elements arising from an accident.
- Loss of Limb - 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 or use of hand, arm or leg.
- Medical Expenses - Expenses necessarily incurred by the insured person for medical, hospital, surgical, manipulative, massage, therapeutic, X-ray or nursing treatment, including the cost of medical supplies and ambulance hire.
- Permanent Total - Disablement which entirely prevents the insured person from attending to any business, occupation or employment of any and every kind and which lasts Disablement twelve months and at the expiry of that period is beyond hope of improvement.
- Temporary Total - Disablement which entirely prevents the insured person from attending to his business, occupation or employment of any and every kind. Disablement

EXCLUSIONS

This insurance shall not apply to:

- any person not between the ages of 15-70 years inclusive.
- any person who has sustained accidental bodily injury in the six month period immediately preceding the commencement of the period of insurance unless expressly accepted by the Company.
- accidental bodily injury directly or indirectly arising out of or consequent upon or contributed to by:
 - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power (other than old mines or torpedoes or the like subject to the relevant Institute Notice of Cancellation and War Automatic Termination of Cover Clauses).
 - radioactive contamination.
 - the insured person engaging in or taking part in:
 - naval, military or air force service or operations.
 - skin diving involving the aid of breathing apparatus.
 - driving or riding in any kind of race or any other hazardous or dangerous sports or pastimes.
- the insured person engaging in air travel except as a passenger in a properly licensed helicopter or aircraft
- suicide or attempted suicide or intentional self-injury or the insured person being in a state of insanity.
- Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
- deliberate exposure to exceptional danger (except in an attempt to save human life), or the insured person's own criminal act, or the insured person being under the influence of alcohol or drugs

CONDITIONS

- Compensation shall not be payable under more than one of the items specified in this section in respect of the consequences of one accident to any one insured person.
- No weekly compensation shall become payable until production of a medical certificate stating the period of temporary total disablement.
- The total sum payable under this insurance in respect of any one or more accidents to any insured person or persons shall not exceed in all the amount stated in the relevant part of the Policy or Certificate of Insurance under the heading "maximum sum payable" or added to this insurance by endorsement, except that the Company will in addition pay such proportion of any medical expenses incurred as the Company may in its absolute discretion determine.
- Compensation shall only be payable under the items specified in paragraphs (i) and (ii) above if the death, disablement or loss occurs within 12 months of the date of the accident.
- If the consequences of an accident shall be aggravated by any condition or physical disability of the insured person 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 the Company reasonably considers would have been payable if such consequences had not been so aggravated.
- Any fraud, mis-statement or concealment by an insured person if unknown to the Insured either in the application for insurance 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 in so far as it relates to the insured person in question but any such fraud, mis-statement or concealment by or known to the Insured shall render the whole insurance null and void and all claims hereunder shall be forfeited.

CLAIMS PROCEDURE

- Notice of the death of an insured person resulting or alleged to result from an accident must be given to the Company in writing as soon as reasonably practicable and in any event within two years of the date of the accident. Any additional information or documents required will be advised by the Company.
- Notice must be given to the Company in writing as soon as reasonably practicable and in any event within two years of any accident which causes or may cause disablement within the meaning of this insurance, and the insured person must as early as possible place himself under the care of a duly qualified medical practitioner.
- It is a condition precedent to the Company's liability to pay compensation other than capital benefits 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 the Company 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 an insured person. Payment of any fee for the production of a report by such a medical adviser shall, unless otherwise agreed, be for the account of the Company.
- On completion of any period of temporary disablement a final certificate must be provided stating the date on which the insured person is capable of resuming his work.