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## **K Policy Wording - Accident to the Assured**

We The Underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if an Assured sustains Bodily Injury during the period of this Insurance, we will pay to the Assured, or 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. No claim shall be payable under Items 10 or 11 of the Schedule of Compensation should Illness cause the death of the Assured within twelve months of that Illness declaring itself.
6. 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 (unless otherwise agreed)
    - i. at any winter sports resort, or
    - ii. any where outside New Zealand (unless otherwise agreed)
  - 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 or race (unless otherwise agreed);
  - d. driving or riding on motor cycles or motor scooters other than mopeds (unless otherwise agreed);

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 of 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 mis-statement 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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