

**Personal Accident Extension Clause**

In consideration of additional Premium paid by the Insured, the Policy hereby extends to cover Personal Accident in respect of 'Insured Persons' (defined as any named or unnamed driver and/ or passengers whilst within the Insured Vehicle) specified in the Policy Schedule as insured under provisions of this Extension.

If an accident involving the Insured Vehicle during the Period of Insurance directly results in an Insured Person sustaining bodily injury which directly and independently of all other causes and within 90 days of the date of such accident results in:

- Death of the Insured Person or
  - a Permanent Disability (as specified herein) affecting the Insured Person,
- that is certified by the duly constituted Medical Authority, the Insurers agree to pay directly to the Insured Person (or to the legal heirs of the Insured Person) compensation as per the following Scale of Compensation but not exceeding in all the Capital Sum Insured stated in the Policy Schedule in respect of the Insured Person,

**PROVIDED ALWAYS THAT**

- A. no compensation will be payable if :
  - (i) the Insured Vehicle or its driver is in breach of Policy Conditions or of 'limitations as to use' of such vehicle or of Policy Warranties;
  - (ii) the circumstances of the accident or use of the Insured Vehicle are excluded by the Policy;
  - (iii) the driver of the Insured Vehicle or the Insured Person is under the influence of intoxicants;
  - (iv) the accident or bodily injury was caused by a reckless or willful act of the Insured Person;
  - (v) death or disability occurs after 90 days from the date of accident that resulted in bodily injury;
  - (vi) the Insured Person has been previously compensated with 100% of the Capital Sum Insured during the Period of Insurance.
- B. compensation payable shall be reduced by :
  - (i) 50% in the event the Insured Person is under 18 years of age;
  - (ii) by the amount of compensation previously paid for a Permanent Disability in the event of subsequent death (directly arising from the same bodily injury and within 90 days from the date of accident) for which 100% Capital Sum Insured becomes payable.
- C. There shall be no compensation payable under this Clause for a Permanent Disability not specified in this Scale of Compensation.

Scale of Compensation:

<b>If bodily injury as above results in :</b>	<b>Compensation to be paid being the specified percentage of Capital Sum Insured stated in the Policy Schedule:</b>
Death	100%
<b>a Permanent Disability (subject to Definitions hereinafter) being:</b>	
<ul style="list-style-type: none"> <li>• of the whole body including deep comatose condition exceeding 12 months and assessed as permanent</li> </ul>	100%
<ul style="list-style-type: none"> <li>• Total and irrecoverable loss of all sight in both eyes</li> </ul>	100%
<ul style="list-style-type: none"> <li>• Total and irrecoverable loss of any two limbs</li> </ul>	100%
<ul style="list-style-type: none"> <li>• Total and irrecoverable loss of any one limb together with the total and irrecoverable loss of all sight in any one eye</li> </ul>	100%

• Total and irrecoverable loss of all sight in any one eye	40%
• Total and irrecoverable loss of any one limb	50%

Definitions:

- 'death' shall exclude disappearance of a person known to be in the Insured Vehicle at the time of the accident
- 'limb' means an arm or a leg
- 'Total and irrecoverable loss' shall mean:
  - with reference to limb, loss by physical severance (or loss of use) at or above the wrist or ankle
  - with reference to eye, blindness provided the degree of sight remaining after correction is '3/60' or less on the Snellen Scale and vision cannot be recovered in any extent by treatment or surgery.

Subject always to the terms, conditions, limitations, exclusions and warranties of the Policy.