



Exclusively offered by Clements Worldwide

Scholar's Health Program – Additional Benefits Booklet

American International School of Johannesburg

Welcome to the **Scholars**[®] Health Program.

Your employer has selected Clements Worldwide to provide the comprehensive health benefits that it makes available to expatriate educational professionals and their families. This booklet will acquaint you with the Additional non-medical benefits to which you and your dependents are entitled under the **Scholars**[®] Health Program.

This booklet provides an overview of the benefits and limitations applicable to the Scholars International programs. We have tried to make it easy to read, however, many of the words used here have specific definitions and meanings in the policy contract. For additional information or to view a copy of the complete insurance contract, please contact Clement's Worldwide.

Additional Benefits:

1. Group Household Effects Coverage (Personal Property)

a. Household effects (personal property) coverage for covered families

- i. Unscheduled coverage
- ii. Deductible - \$500 each and every claim
- iii. Clements' international personal property coverage provides insurance for items damaged during a move, while traveling or while inside your home abroad. Clements offers expert, world-class service recognized across the industry that can help simplify your life overseas.
- iv. Unscheduled items such as household goods and clothing are covered at full replacement cost and include coverage while in your foreign residence, commercial storage or while traveling.

b. Identity Theft expenses

- i. legal or communication expenses associated with defending an identity fraud claim against you by financial institutions, removing incorrect judgments or challenging a consumer credit rating. Identity fraud connected with your business, profession or occupation is not covered;

2. Accidental Death & Dismemberment

- a. With coverage for political violence perils such as war / terrorism

Claim notification :

CLEMENTS & COMPANY dba CLEMENTS WORLDWIDE
1301 K Street NW, Suite 1200 West
Washington, DC 20005 USA



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**Group Household effects (personal property) coverage
Companion policy to Scholar's Group Medical Program
2017-2018**

Named Insured:	American International School of Johannesburg c/o Clements Worldwide 1301 K St NW, Suite 1200 West, Washington DC 20005
Insurer:	Lloyd's of London
Authority Ref. No:	BO621 F33060316M
Policy Number:	BO621 F33060316M/HHE-SHP/17/37
Transit Coverage:	Not Covered
Renters Coverage:	Yes
Storage Coverage:	Not Covered
Sum Insured and Limit:	US\$10,000 per family for Unscheduled coverage
Policy Extensions	Unscheduled Personal Property: <ul style="list-style-type: none">• \$10,000 per employee and family in total Personal Liability: <ul style="list-style-type: none">• Not included Identity Theft: <ul style="list-style-type: none">• \$2,500 in the aggregate payable on actual expenses basis Political Risk: <ul style="list-style-type: none">• Not included
Deductibles:	500 USD each and every loss
Locations insured:	Worldwide excluding USA
In the event of a claim, please notify the following:	CLEMENTS & COMPANY dba CLEMENTS WORLDWIDE 1301 K Street, NW; Suite 1200 West Washington, DC 20005 USA

KEY COVERAGE TERMS

I. UNSCHEDULED PROPERTY -

THIS POLICY COVERS

Personal Property owned by the Insured and/or dependent members of his or her family of the same domicile, but excluding while in the permanent residence of the Insured in the United States or Canada and its territories and possessions or the home country of the insured, but in no event shall coverage in the United States and Canada and its territories and possessions or the home country of the insured exceed ninety (90) days or the expiration of the policy. Personal Property owned by the Insured and stored within commercial warehouses, excluding self-storage facilities, is included in this policy, provided that such coverage is indicated on the declarations page of this policy.

THIS POLICY DOES NOT COVER

Animals, boats, automobiles, motorcycles, aircraft, other conveyances and/or their furnishings and appurtenances.

PERILS INSURED AGAINST

We insure the property described in the declarations for all perils of loss or damage to the Insured property except as hereinafter provided.

SPECIAL LIMITS

The Company's liability for loss of the following types of property is limited to:

- A. \$500 in the aggregate on cash, currency, money, bullion, numismatic property and bank notes;
- B. \$1,000 in the aggregate on manuscripts, securities, accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, passports, railroad and other tickets or stamps including philatelic property;
- C. \$2,500 per item and up to \$5,000 in the aggregate for unscheduled jewelry, watches, furs, fine arts, silver, musical instruments, oriental rugs, stamp and coin collection, golfers equipment, cameras, computers and mobile computer hardware; and as respects money only losses, the deductible will not apply.
- D. \$2,500 in the aggregate for legal or communication expenses associated with defending an identity fraud claim against you by financial institutions, removing incorrect judgments or challenging a consumer credit rating. Identity fraud connected with your business, profession or occupation is not covered;
- E. \$1,000 in the aggregate for theft or disappearance of property from any unattended automobile.

THIS POLICY DOES NOT INSURE

A. Transit coverage as specified in this policy, unless such coverage is indicated on the declarations page of this policy

B. Shipments by mail unless sent by insured registered mail or insured commercial delivery service.

C. Against loss or damage by delay, inherent defects in the property, insects, vermin or improper or insufficient packing or addressing.

D. Against loss or damage caused by strikes, locked-out workmen or persons taking part in labor disturbances, or riots or civil commotions.

E. Against loss or damage caused by or resulting from:

1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval,

- or air forces; or (b) by military, naval, or air forces; or (c) by an agency of any such government, power, authority, or forces;
2. any weapon employing atomic fission, nuclear or radioactive force, radioactive contamination or any weapon of mass destruction whether in time of peace or war;
 3. insurrection, rebellion, seizure, revolution, civil war, usurped power, any act(s) of terrorism, whether by a recognized state or government, or any group or individual; action taken by governmental authority in hindering, combating, or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any government or public authority; risks of contraband or illegal transportation or trade; or evacuation for any cause initiated or recommended by government authority.

F. Wear and tear, marring, deterioration.

G. Mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage or destroy itself.

H. Smog, rust or other corrosion, or dry rot.

I. Discharge, dispersal, seepage, migration, release or escape of pollutants.

- a. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

J. Water Damage

a. Water Damage means:

- i. Flood, surface water, waves, tidal action, overflow or a body of water, or spray from any of these, whether or not driven by wind caused by or resulting from human or animal forces or any act of nature.
- ii. Direct loss by fire, explosion or theft resulting from the water damage is covered.

K. Intentional Loss

- a. Intentional Loss means any loss arising out of any act an insured commits or conspires to commit with the intent to cause a loss. In the event of such loss, no insured is entitled to coverage, even insured's who did not commit or conspire to commit the act causing the loss.

L. Unoccupied Residence

- a. If your residence is unoccupied for 60 consecutive days or longer, property losses will not be covered unless prior written approval is obtained.
- b. Water damage will not be covered in an unoccupied residence, if it is unoccupied for 30 consecutive days or longer.

M. Earthquake

DEDUCTIBLE CLAUSE

It is hereby understood and agreed that each claim for loss shall be adjusted separately, and from the amount of such adjusted claim the sum(s) stated on the declarations page shall be deducted from any adjusted claim for loss or damage arising out of any one occurrence.

DEFINITIONS

A. Weapon of mass destruction means: any weapon designed for, or capable of, substantial loss or damage, direct or indirect, of multiple persons or property.

B. Home Country when used in this policy means the country whose government has issued the Named Insured's passport.

KEY CONDITIONS

A. Notice and Proof of Loss.

In the event of loss or damage the Insured shall forthwith give notice thereof in writing to the Company or its Agents. Within ninety (90) days after loss or damage the Insured shall make written statement to the Company, signed and sworn to by the Insured stating the place, time and cause of loss or damage, the interest of the Insured and all others in the property, cost price of each article lost or damaged, from whom purchased or obtained, the date of purchase, their value at time of loss, the amount of loss or damage claimed, the total amount of insurance carried on the property covered by this policy on the date the loss occurred. The Insured shall, if required, exhibit damaged property, submit to an examination under oath, and produce bills or certified copies thereof if originals are lost covering the property lost or damaged. Failure to file complete proof of loss, as therein above prescribed, within ninety (90) days from the date of loss invalidates the claim.

B. No loss shall be paid hereunder if the Insured has collected the same from others.

C. Automatic Reinstatement of Losses.

The following clause shall apply to personal property covered hereunder: It is understood that the amount of insurance hereunder shall be reduced by the amount of any loss covered by this policy, but the Company and the Insured shall be deemed to have agreed that the full amount of coverage be reinstated automatically at the time of indemnification of said loss.

D. Valuation and Payment of Loss.

This Company shall not be liable beyond the Replacement Cost of the property at the time any loss or damage covered by the policy occurs. "Replacement Cost" as used herein means the cost, duty free, at the time of loss to replace either damaged, destroyed or stolen property with article(s) of like kind and quality. This Company is not liable for duty, surcharges, and any related taxes attributed to the disposal or importation of any personal property.

1. The Company's Liability for Loss Under This Policy Shall Not Exceed the Smallest of the Following:
 - a. The cost of repair or restoration or replacement.
 - b. Replacement Cost at the time of loss wherever the property or articles can be obtained or purchased at the option of the Company.
 - c. Any limit or special limits of liability described in the policy.
2. This Replacement Cost Indemnification Does Not Apply to:
 - a. Property which by its inherent nature cannot be replaced.
 - b. Property not maintained in good or workable condition.
3. The amount of insurance set forth in the declaration is represented by the Insured as being equal to or in excess of the total Replacement Cost of all the property covered hereunder, and it is therefore agreed that, in the event of loss, the liability of this Company shall in no event exceed the portion of the loss which the amount of insurance hereunder bears to the actual Replacement Cost of the property insured hereunder at the time of loss. The sum of which the Company is liable pursuant to this policy shall be payable sixty (60) days after due notice, ascertainment, estimate and satisfactory proof of the loss have been received by this Company in accordance with the terms of the policy. It shall be optional, however, with this Company to take all, or any part of the articles at such ascertained or appraised value and also to repair or replace the property lost or damaged with other of like kind and quality within a reasonable time on given notice within thirty (30) days after receipt of the proof herein required, of its intention to do so, but there can be no abandonment to this Company for the property described.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS REPORTING REQUIREMENTS

1. First Notice of Loss
 - a. As soon as practicable but no later than 48 hours of the departure inspection
2. Proof of Loss forms and documents
 - a. To be submitted no later than 90 days of the notice of damage being first reported
3. Claims Documents required : As per policy including but not limited to :
 - a. Claim Form
 - b. Police Report in the event of Theft
 - c. Photographs
 - d. The inventory of damaged items with repair estimates where applicable
 - e. Receipts and invoices
 - f. Proof of Residency, if required

Accidental Death & Dismemberment

PROOF OF COVER

Authority Ref. No: BO621 F33060316M

Certificate No. 206210431/SHP

1. Name and address of the Assured: **American International School of Johannesburg**

c/o Clements Worldwide
1301 K St NW, Suite 1200 West,
Washington DC 20005

2. Insurance is effective with certain UNDERWRITERS AT LLOYD'S, LONDON.

Percentage:

100%

3. Benefits, Limits and Premiums :

<u>Coverage</u>	<u>Amount</u>	<u>Premium</u>
Accidental Death & Dismemberment	US\$10,000 Per Insured Person	
Permanent Total Disablement (Accidents)	Not covered	
Temporary Total Disablement	Not covered	
Per Event Limit	US\$1,000,000	

4. In the event of a claim, please notify the following:

CLEMENTS & COMPANY dba CLEMENTS WORLDWIDE
1301 K Street NW, Suite 1200 West
Washington, DC 20005 USA

BENEFITS COVERED

This Policy provides cover only in respect of such of the following benefits as have an amount or percentage of the Principal Sum inserted against them, either in "Benefits Covered" or "Insured Persons and Benefits Covered".

Where no such amount or benefit is set forth or the words "NOT COVERED" are inserted, no insurance is provided.

PART I: ACCIDENTAL DEATH, ACCIDENTAL LOSS OF LIMB OR SIGHT AND ACCIDENTAL PERMANENT TOTAL DISABILITY

	Percentage of the Principal Sum (maximum 100%)
1. Death	100%
2. Loss of sight of both eyes	100%
3. Loss of sight of one eye	100%
4. Loss of limb , involving two or more limbs	100%
5. Loss of limb involving only one limb	100%
6. Loss of sight of one eye and loss of limb , involving only one limb	100%
7. Permanent Total Disability	Not covered



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PART II: ACCIDENTAL TEMPORARY TOTAL DISABILITY

The amount payable per week during such **Temporary Total Disability** up to a maximum of **NOT COVERED** weeks and after the **Elimination Period** as stated in the Schedule. This part shall not pay benefits for more than **NOT COVERED** any one **Insured Person** regardless of the number of **Accidents**.

Geographical Limits:

WORLDWIDE

Notice of Claim and Proof of Loss to be given to:

Name:

CLEMENTS & COMPANY dba CLEMENTS WORLDWIDE

Address:

1301 K St, NW, 1200 West

Washington, DC 20005 USA

IMPORTANT NOTICE - THIS POLICY DOES NOT PROVIDE SICKNESS INSURANCE.

INSURING AGREEMENT

We will pay you the benefits you have selected from Parts I and II, as stated in the Schedule, for a loss sustained by an **Insured Person** resulting from **Bodily Injury** caused by an **Accident**, which **Accident** occurs during the Term of Insurance as stated in the Schedule. The total amount payable under this Policy as the result of one or more **Accidents** shall not exceed the amount corresponding to the largest single benefit as stated in the Schedule for the coverage you have selected.

PART I ACCIDENTAL DEATH, ACCIDENTAL LOSS OF LIMB OR SIGHT AND ACCIDENTAL PERMANENT TOTAL DISABILITY

We will pay you the benefit per **Accident** as stated in the Schedule subject to the limitations set forth in the Insuring Agreement if an **Insured Person** suffers any of the following losses as a result of **Bodily Injury**:

1. Death;
2. **Loss of sight** of both eyes;
3. **Loss of sight** of one eye;
4. **Loss of limb**, involving two or more limbs;
5. **Loss of limb**, involving only one limb;
6. **Loss of sight** of one eye and **Loss of limb**, involving only one limb;
7. **Permanent Total Disability**.

We will pay you the benefit for a loss resulting from **Bodily Injury** for Items 2 through 6 only if the **Insured Person** sustaining such **Bodily Injury** survives the loss for 30 days after the **Accident**.

PART II ACCIDENTAL TEMPORARY TOTAL DISABILITY

We will pay you this benefit as stated in the Schedule only where **Temporary Total Disability** is caused by **Bodily Injury**. This benefit will be payable from the date on which the **Insured Person's** disability first commenced and each and every disability will be subject to any applicable **Elimination Period** as stated in the Schedule. This benefit will be payable for the duration of the **Insured Person's** disability, but will not exceed the maximum number of weeks as stated in the Schedule, regardless of the number of **Accidents**.

BENEFIT LIMITATION

1. The total amount payable to you under Part I is limited to the largest single benefit per **Accident** for which you are eligible under Part I.
2. If an Insured Person suffers a loss under both Part I and Part II:

- (a) the total amount payable to you per **Accident** shall not exceed the largest single benefit for which you are eligible under Part I or Part II; and
 - (b) benefits which you have received or are payable to you under Part II, as a result of the same **Accident**, will be deducted from the largest single benefit for which you are eligible under Part I.
3. The total amount payable under this Policy as the result of one or more **Accidents** shall not exceed the amount corresponding to the largest single benefit as stated in the Schedule for the coverage you have selected.

DEFINITIONS

1. '**BODILY INJURY**' means identifiable physical injury caused by an **Accident**. An injury is a bodily injury only if it results, within 365 days of the date of the **Accident** and directly and independently of all other causes, in loss for which a benefit is payable under this Policy.
2. '**ACCIDENT**' (or '**ACCIDENTAL**') means a sudden and unexpected event which occurs at an identifiable time and place.

This shall also include:

- (a) exposure to the elements following an accident to a means of transport in which the **Insured Person** is travelling, or
 - (b) the **Insured Person's** disappearance and his/her body not being found within 365 days and there being sufficient evidence to lead us to the conclusion that the **Insured Person** sustained **Bodily Injury** which caused his/her death. However, in the event of the **Insured Person** subsequently being found to be alive, any sums which we have paid shall be refunded.
 - (c) Heat Strokes and
 - (d) Insect Bites
3. '**LOSS OF SIGHT**' means total and irrecoverable loss of sight.
4. '**LOSS OF A LIMB**' means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent and total irrecoverable loss of use of hand, arm or leg.
5. '**PERMANENT TOTAL DISABILITY**' means that the **Insured Person** is totally disabled from undertaking all the material duties of any business or occupation for which the **Insured Person** is reasonably fitted by training, education or experience for a continuous period of 365 days and, at the expiration of the 365 day period, it is reasonably certain that such disability will persist throughout the **Insured Person's** lifetime.
6. '**TEMPORARY TOTAL DISABILITY**' means that the **Insured Person** is totally disabled from undertaking all the material duties of the **Insured Person's** normal occupation for which the **Insured Person** was receiving remuneration at the time of the **Accident** and, throughout the period of such disability, remains under the prudent care of a licenced physician.

7. '**ELIMINATION PERIOD**' means the number of days from the commencement of **Temporary Total Disability** during which no benefit is payable.
8. '**AIR TRAVEL**' means travel by an **Insured Person** as a passenger riding in, or boarding or disembarking from any aircraft with a current and valid standard airworthiness certificate. The aircraft must be operated by a pilot with a current and valid pilot's certificate with a proper rating to pilot such aircraft.

'**AIR TRAVEL**' does not include an **Insured Person** acting as a pilot, student pilot or crew member on any aircraft or the **Insured Person** having duties on or relating to the aircraft or flight.
9. '**INSURED PERSON(S)**' means those person(s) named in the Schedule under INSURED PERSONS AND BENEFITS COVERED.

EXCLUSIONS

This Policy does not cover **Bodily Injury** sustained by an **Insured Person** directly or indirectly caused by, contributed to by, or resulting from:

1. sickness or disease (except bacterial infection arising from **Bodily Injury**) or mental infirmity or emotional or psychological trauma;
2. war, whether declared or not, or any act of war or civil war;
3. an **Insured Person** taking part in Armed Forces service or operations except for **Air Travel** as defined in this Policy;
4. riding or driving in any kind of race;
5. travel or flight in any aircraft or aerial device except for **Air Travel** as defined in this Policy;
6. suicide, self-destruction, attempted suicide or self-destruction, or intentionally self-inflicted injury, while sane or insane;
7. (a) any drug taken, administered or injected, except on the advice of or as directed by a licensed physician;
(b) any alcoholic beverage consumed by an **Insured Person** to the level of intoxication;
(c) any poison, chemical compound, gas or fumes voluntarily taken, administered, absorbed or inhaled;
8. commission of or the attempted commission of a criminal act by an **Insured Person**;
9. voluntary exposure to unnecessary danger (except in an attempt to save human life).

CONDITIONS AND GENERAL TERMS

1. We will not be bound by an assignment either of this Policy or of any claim under this Policy unless we receive a written assignment before we pay the benefits claimed. We will not be responsible for the validity of any assignment.
2. Notice of any change in the **Insured Person's** occupation must be given to us as soon as practicable. We will acknowledge such change of occupation in writing and make whatever change in Policy conditions and terms we may require.

Failure to notify us of such change of occupation may result in a reduction of benefit as a result of any **Accident** arising out of or in the course of that occupation.

3. Written notice of a claim must be given to us within 30 days after an **Accident** which causes or may cause a loss covered by this Policy, or as soon thereafter as reasonably possible. Notice given by you or your representative to our representative as stated in the Schedule, with sufficient information to identify the **Insured Person** and a brief description of the **Accident**, shall be deemed notice to us. We will send you or your representative proof of loss forms after we have received written notice of a claim.
4. Proof of loss forms must be completed and given to us within 90 days of the **Accident**.
5. We, at our expense, following notice of a claim, have the right to have the **Insured Person** examined by a physician or vocational expert of our choice. This right may be exercised as often as reasonably required. In the event of such **Insured Person's** death, we have the right to have his/her body examined and an autopsy performed unless prohibited by law.
6. We reserve the right not to make payment on a claim if:
 - (a) a false statement or omission in your application for this Policy would have materially affected our decision to issue you this coverage for the premium and on the terms described in this Policy;
 - (b) in the making of any claim hereunder, there shall be fraud, mis-statement, concealment, or criminal act by you or the **Insured Person**.
7. All benefit payments under this Policy will be made in the United States of America in the currency of the United States of America.
8. No action on this Policy may be brought until sixty (60) days after written proof of loss has been given to us, and any action must be started within three (3) years of the date the written proof is required to be submitted. If the law of the state where you reside makes this time limit void, then an action must begin within the shortest time permitted by law.
9. In the event of our failure to pay any amount claimed to be due under this Policy, at your request or the request of your representative, we will submit to the jurisdiction of a Court of competent jurisdiction within the United States of America. Nothing in this paragraph constitutes or should be understood to constitute a waiver of our right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. Service of process in any suit instituted against us on this Policy shall be made upon our representative named in the Schedule and we will abide by the final decision of the Court or of the Appellate Court in the event of an appeal.



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Our representative referred to above is authorized and directed to accept service of process on our behalf in any such suit and, upon your request or the request of your representative, to give a written undertaking to you that he or she will enter a general appearance on our behalf.

Further, pursuant to the statute of any state, territory or district of the United States which so provides, we designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for the purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served lawful process in an action arising out of this Policy instituted by you or on your behalf. We designate our representative named in the Schedule to whom the officer is authorized to serve process.

10. If, on the effective date of this Policy, any provision in it conflicts with the laws of any State which are applicable to this Policy, that provision is amended to meet the minimum requirements of such laws.

NMA2587

ADDITIONAL WORDINGS AND CLAUSES

ATTACHED TO AND FORMING PART OF POLICY/ CERTIFICATE NO: 206210431/SHP

WAR AND TERRORISM CLAUSE

It is hereby noted and agreed that Exclusion 2, as found under Form K(A) – NMA2587 is deleted.

Furthermore,

Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance covers bodily injury directly or indirectly caused by, resulting from, or in connection with any of the following;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
14. Terrorist Activity.

always provided;

That the Insured person(s) are not actively participating in any, or all, of (1) to (14) above, and

That none of (1) to (14) above are the result of the utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined and,

That this insurance is subject to the terms and conditions of the Limited War Exclusion Clause, NMA 2582B (as attached).

For the purpose of this extension;

Terrorist Activity means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s)

or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitable distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and / or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

If the Underwriters allege that by reason of this definition any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

LIMITED WAR EXCLUSION CLAUSE - NMA2582B

Notwithstanding anything to the contrary contained herein, this Insurance does not cover loss consequent on:

- (a) war, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or
- (b) war in Europe, whether declared or not, other than:
 - (i) civil war,
 - (ii) any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (a) above or any armed forces thereof are engaged.

ACCIDENT / EVENT CLAUSE

The term "accident event" as used herein shall be understood to mean all individual losses arising out of and directly occasioned by one sudden, unexpected unusual specific event occurring at an identifiable time and place.

However, the duration and extent of any "accident event" so defined shall be limited to 24 consecutive hours and within a 10 mile radius for any "accident event" hereunder, and no individual loss which occurs outside such period and/or radius shall be included in that "accident event".

The Assured may choose the date and time when such period of consecutive hours commences and also the specific 10 mile radius determining an "accident event". If any event is of greater duration than the above period, the Assured may divide that event into two or more "accident events", provided that no two periods overlap and provided no period commences earlier than the date and time of the first recorded individual loss to the Assured arising out of the event.