

Conditions

Cover

The **Sum Insured** will become payable by **Underwriters** to the **Assured** in the event of:-

1. the **Permanent Total Disability** of an **Insured Person**.
In the event of **Permanent Total Disability** there will be a 180 day waiting period from the **Date of Loss**, during which no benefit will be paid.
2. the **Temporary Total Disability** of an **Insured Person**.
In the event of **Temporary Total Disability** there will be a 90 day waiting period from the **Date of Loss**, during which no benefit will be paid. During the period of disability and subject to proof of the continuance of such disability, **Temporary Total Disability** benefit (as detailed in the Schedule) will be paid monthly for a period of up to 12 months. If at the expiry of that period there is no possibility of the **Licence** being returned to the **Insured Person**, **Underwriters** will consider this to be **Permanent Total Disability** and will make payment in accordance with the **Permanent Total Disability** benefit (as detailed in the Schedule). Payments made under **Temporary Total Disability** benefit will be deducted from the **Permanent Total Disability** benefit. **Underwriters** will not pay more than 100% of the **Sum Insured** in all in respect of any one **Insured Person**.

Definitions

1. **Accident**

A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
2. **Actively At Work**

The **Insured Person** not only present at his place of work on the inception date (as detailed under the Period of Insurance in the Schedule) but also mentally and physically capable of carrying out his normal regular duties for which he holds a **Licence**.
3. **Act Of Terrorism**

Act of Terrorism 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
4. **Assured**

The Assured as defined in the Schedule.
5. **Bodily Injury**

Injury caused by an **Accident** which is sustained during the Period of Insurance and which is not caused by sickness, disease or any degenerative condition or gradually operating cause.

Bodily Injury will include the consequences of exposure to the elements as a result of an **Accident**.

6. Classified Illness

An illness which is directly or indirectly caused by alcohol, drugs or narcotics.

7. Date of Loss

The first day upon which the **Insured Person** is unable to follow his usual occupation as a pilot as a direct result of the **Insured Person** sustaining **Bodily Injury** or the manifestation of an **Illness** which results in the **Insured Person** being unable to meet the medical standards imposed by the relevant **Licensing Authority**.

8. General Illness

Any sudden deterioration in health not caused by **Bodily Injury** or a **Classified Illness**.

9. Insured Person

The person or persons named in or defined on the Schedule.

10. Licence

All licences or certificates held by the **Insured Person** in connection with his occupation as a pilot.

11. Licensing Authority

Any competent licence issuing authority including governmental bodies.

12. Permanent Total Disability

The **Insured Person** being entirely prevented from acting in the capacity for which he holds a **Licence** due to **Bodily Injury**, **General Illness** or **Classified Illness** for a minimum period of 180 days (herein referred to as waiting period), except as may be agreed by **Underwriters** in Provisions 3b), and at the expiry of that period is beyond hope of improvement.

13. Sum Insured

The amount payable by **Underwriters** in the event of the **Permanent Total Disability** of the **Insured Person**, which includes any earlier payments made in respect of **Temporary Total Disability**.

14. Temporary Total Disability

The **Insured Person** being entirely and temporarily prevented from acting in the capacity for which he holds a **Licence** due to **Bodily Injury**, **General Illness** or **Classified Illness**.

15. Underwriters

AEGIS Syndicate 1225 at Lloyd's.

Provisions

1. In this Policy the masculine gender shall include the feminine.
2. **Underwriters** will deduct from the **Permanent Total Disability** benefit any payments made in respect of **Temporary Total Disability** to the **Assured** in respect of an **Insured Person**. The combined liability of **Underwriters** will not exceed 100% of the **Sum Insured** applicable to the **Insured Person** as detailed in the Schedule.
3. **Permanent Total Disability** benefit will not be paid:
 - a) if the **Insured Person** dies before payment of the **Sum Insured**; or
 - b) until 180 days have passed from the **Insured Person** sustaining **Bodily Injury** or the manifestation of **General Illness** or **Classified Illness**. However, **Underwriters** may pay the **Sum Insured** earlier than the stated 180 days once they have satisfied themselves of the validity of a claim under this Policy.
4. The Policy shall terminate and cease to have effect in respect of an **Insured Person**:
 - a) upon the payment of the **Permanent Total Disability** benefit;
 - b) upon the death of the **Insured Person**;
 - c) at the end of the **Period of Insurance** during which an **Insured Person** attains the age of 65;
 - d) upon the **Insured Person** ceasing to be gainfully employed in the capacity for which he holds a **Licence**;
 - e) if the **Insured Person**, voluntarily or involuntarily, undertakes active duties with any **Armed Force**, other than part time training on a non-combatant assignment.
5. Before making any payment in respect of a claim under this Policy, the **Assured** and/or the **Insured Person** shall furnish **Underwriters** with satisfactory proof of:
 - a) the occurrence of the event for which **Permanent Total Disability** benefit and/or the **Temporary Total Disability** benefit in respect of the **Insured Person** is payable;
 - b) any other information that **Underwriters** may reasonably require.
6. The receipt by **Underwriters** of a release from the **Assured** and/or the **Insured Person** and/or a duly authorised legal representative of the **Assured** and/or the **Insured Person** shall constitute an absolute discharge to **Underwriters** in respect of payments payable under this Policy.
7. It is hereby warranted that each **Insured Person** is **Actively At Work** at the inception date of this Policy or the date of the **Insured Person's** inclusion (whichever is the later). If an **Insured Person** does not satisfy this Provision, then Cover will be suspended in respect of this **Insured Person** until he returns to work and completes 60 days continuous and active employment as a pilot.
8. Cover is limited to **Bodily Injury** only when an **Insured Person** is aged 61 or over at the start of the **Period of Insurance** as stated in the Schedule, unless otherwise agreed by **Underwriters**.

9. The **Underwriters** will not pay any claim under this Policy, and may seek to recover any amounts paid, if any fraud, concealment or misrepresentation is made in relation to a claim by either the **Assured** or an **Insured Person**. In addition **Underwriters** may elect to declare this Policy void or cancelled, or alternatively may declare Cover in respect of the **Insured Person** void or cancelled.
10. This Policy has no surrender value.
11. This Policy shall be governed by English law and the English courts shall have exclusive jurisdiction in any dispute arising hereunder.
12. If an **Insured Person** unreasonably refuses to undergo any surgical or medical treatment which might reasonably be expected to assist in obtaining restoration of his **Licence**, or the **Licensing Authority**, as a matter of practice or in accordance with its regulations, does not issue a permanent denial of the medical certificate, the **Underwriters** will not make any payments until satisfied that loss of **Licence** has occurred.
13. The **Sum Insured** payable hereunder to the **Assured** following **Bodily Injury** or **General Illness** of an **Insured Person** shall not exceed that **Insured Person's** expected income to normal retirement date or the expected income to age 65 years, whichever occurs first.
14. The **Sum Insured** payable hereunder to the **Assured** following **Classified Illness** of an **Insured Person** shall not exceed 25% of that **Insured Person's** expected income to normal retirement date or 25% of the expected income to age 65 years, whichever occurs first.

Exclusions

1. This Policy does not cover **Permanent Total Disability** or **Temporary Total Disability**, directly or indirectly resulting from:
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
 - b) any **Act Of Terrorism**.

This Exclusion also includes **Permanent Total Disability** or **Temporary Total Disability** directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the perils stated in 1a) and/or b) above.

In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

If the **Underwriters** allege that by reason of this Exclusion, any **Permanent Total Disability** or **Temporary Total Disability** is not covered by this Policy, the burden of proving the contrary shall be upon the **Assured**.

2. This Policy does not cover **Permanent Total Disability** or **Temporary Total Disability**, directly or indirectly resulting from:
 - a) intentional self-injury, attempted suicide (whether felonious or not), assault provoked by the **Insured Person**, duelling, fighting (except in bona fide self-defence);
 - b) venereal or other sexually transmittable diseases;

- c) deliberate exposure of the **Insured Person** to exceptional danger (except in an attempt to save human life or to prevent loss of or damage to aircraft or aircraft equipment);
- d) any criminal or felonious acts of the **Insured Person**;
- e) any **Bodily Injury** sustained or **General Illness** or **Classified Illness** manifested within the five years prior to the commencement of the Initial Inception Date as stated in the Schedule.

For the purpose of this Exclusion only, this will mean five years prior to:

- (i) the date when Cover was originally effected with **Underwriters**, or
 - (ii) the date upon which the **Insured Person** was first included within this insurance, whichever is the later, and subject to this five year period running continuously and uninterrupted.
- f) the **Insured Person** being under the influence of alcohol or having taken drugs unless prescribed by a qualified medical practitioner and used in accordance with the instructions given, other than in respect of **Classified Illness**;
 - g) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
 - h) the **Insured Person** suffering from stress, anxiety, depression, mental anguish, neurosis or the like.
3. **Underwriters** will not be liable to pay benefits for loss of **Licence** which occurs solely as a result of changes in the medical standards imposed by the **Licensing Authority** during the Period of Insurance.

Claims Conditions

1. In the event of **Bodily Injury**, **General Illness** or **Classified Illness** rendering the **Insured Person** unable to follow his occupation as a pilot for 30 consecutive days, a written notice of the happening of such event shall be given to **Underwriters**, stating such details as are known to the **Assured** and/or to the **Insured Person**. Such written notice must be provided to **Underwriters**, via the Broker as stated in the Schedule, as soon as possible, and in all circumstances within 90 days after the happening of such event. The date of notification shall be taken as the date upon which the notice was delivered to the **Underwriters**.
2. The **Assured** agrees to give **Underwriters** immediate notice in writing if, after a claim has been paid in respect of **Permanent Total Disability**, the **Insured Person** regains his **Licence** within a period of thirty six months from the date of settlement of the claim, or knows he is likely to regain it. The **Assured** and/or **Insured Person** will then be required to refund all monies paid by **Underwriters** in respect of **Permanent Total Disability** in settlement of such claim.
3. The **Sum Insured** payable is that prevailing on the date that the **Insured Person** sustains **Bodily Injury** or the date the **General Illness** or **Classified Illness** manifests during the Period of Insurance.

4. The **Assured** and **Insured Person** (or their legal representative(s)) must provide all reasonable assistance and information in relation to a claim, including presentation to the **Licensing Authority**, in order to assist **Underwriters** in determining their liability to pay **Permanent Total Disability** or **Temporary Total Disability** benefit. If such assistance is not provided then **Permanent Total Disability** benefit will not be paid and **Temporary Total Disability** benefit may be suspended.

Complaints and Other Enquiries

If the **Assured** wishes to make a complaint concerning this Policy he should contact:

The Compliance Officer
AEGIS Syndicate 1225
33 Gracechurch Street
London EC3V 0BT

The Compliance Officer will inform you of your rights and attempt to resolve your query at the earliest possible opportunity. He will keep you informed of progress made with regard your complaint. If you do not receive a satisfactory response you may address your complaint to:

Complaints Department
Lloyd's,
One Lime Street,
London EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
E-mail: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to your right to take legal proceedings.

All other enquiries regarding this Policy should be addressed to:

The Compliance Officer
AEGIS Syndicate 1225
33 Gracechurch Street
London EC3V 0BT