



Broadgate Syndicate 1301

Pilot's Loss of Licence Insurance Policy

(ILOL 2006)

Underwritten

at

Lloyd's

**Plantation Place
4th Floor
30 Fenchurch Street
London EC3M 3AD
Tel 020 7327 3699
Fax 020 7397 9710
Email info@broadgate-uwg.com**

AIRCREW LOSS OF LICENCE INSURANCE

In consideration of the payment of the premium as and when it falls due, we the **Underwriters** hereby agree with the **Assured**, to the extent and in the manner herein provided, that if the **Assured** suffers **Permanent Total Disability** or **Temporary Total Disability** during the Period of Insurance, as defined in the Cover section, we will pay the **Assured** in accordance with the Schedule, once the total claim is substantiated under this Insurance.

Schedule

Assured:

Address:

Sum Insured:

Benefit:

- | | |
|-------------------------------|---|
| 1. Permanent Total Disability | 100% of the Sum Insured |
| 2. Temporary Total Disability | 2% of the Sum Insured per month / Not Covered * |

* Delete as appropriate

Period of Insurance:

From:

To: both days inclusive, local standard time, at the address of the **Assured**.

Benefit Period: 12 months

Waiting Period: **Permanent Total Disability** – 180 days

Temporary Total Disability – 90 days

Cover

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

1. The **Permanent Total Disability** of the **Assured**.
2. The **Temporary Total Disability** of the **Assured**.

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 **Assured**, **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.

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 **Assured** 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. Assured

The Assured as defined in the Schedule.

4. 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**.

5. Date of Loss

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

6. Illness

Any sudden deterioration in health not caused by an **Accident**.

7. Licence

All licences held by the **Assured** in connection with his occupation as a pilot.

8. Licensing Authority

Any competent licence issuing authority including governmental bodies.

9. Permanent Total Disability

The **Assured** being entirely prevented from acting in the capacity for which he holds a **Licence**, due to **Bodily Injury** or **Illness**, for a minimum period of 180 days, and which at the expiry of that period is beyond hope of improvement.

10. Sum Insured

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

11. Temporary Total Disability

The **Assured** being entirely and temporarily prevented from acting in the capacity for which he holds a **Licence** due to **Bodily Injury** and/or **Illness**.

12. Underwriters

Broadgate Syndicate 1301 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**. The combined liability of **Underwriters** will not exceed 100% of the **Sum Insured** as detailed in the Schedule.
3. **Permanent Total Disability** benefit will not be paid:
 - a) if the **Assured** dies before payment of the **Sum Insured**, or
 - b) until 180 days have passed from the **Assured** sustaining **Bodily Injury** or the manifestation of **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:
 - a) Upon payment of the **Permanent Total Disability** benefit.
 - b) Upon the death of the **Assured**.
 - c) Upon the **Assured** attaining the age of 65.
 - d) Upon the **Assured** ceasing to be gainfully employed in the capacity for which he holds a **Licence**.
 - e) If the **Assured**, 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** shall furnish **Underwriters** with satisfactory proof of:
 - a) The occurrence of the event for which the **Permanent Total Disability** benefit and/or the **Temporary Total Disability** benefit in respect of the **Assured** is payable.
 - b) Any other information that **Underwriters** may reasonably require.
6. The receipt by **Underwriters** of a release from the **Assured** (or his duly authorised legal representative) shall constitute an absolute discharge to **Underwriters** in respect of payments payable under this Policy.
7. It is hereby warranted that the **Assured** is **Actively At Work** at the inception date of this Policy. If the **Assured** does not satisfy this Provision, then cover hereunder will be suspended until the **Assured** has returned to work and completed 60 days continuous and active employment.
8. Upon attainment of the age of 60 years, cover will be in respect of **Bodily Injury** only.
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. In addition, **Underwriters** may elect to declare this Policy void or cancelled in such circumstances.
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 the **Assured** 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 shall not exceed the **Assured's** expected income to normal retirement date or 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.

For the purpose of this Exclusion an 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.

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 **Assured**, duelling, fighting (except in bona fide self-defence), venereal or other sexually transmittable diseases.
 - b) Deliberate exposure of the **Assured** to exceptional danger (except in an attempt to save human life or to prevent loss of or damage to aircraft or aircraft equipment).
 - c) Any criminal or felonious acts of the **Assured**.
 - d) Any **Temporary Total Disability** and/or **Permanent Total Disability** which results from or is connected with **Bodily Injury** sustained or **Illness** which manifested itself within the five years prior to the first Period of Insurance. For the purpose of this Exclusion only, the first period of insurance shall be deemed to have commenced at the date when cover was originally effected with **Underwriters**, subject to each subsequent period of insurance running continuously and uninterrupted from such original inception date.
 - e) The **Assured** 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.
 - f) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
 - g) The **Assured** 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** or **Illness** rendering the **Assured** unable to follow his occupation 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**. Such written notice must be provided to **Underwriters** 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 **Assured** 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** will then be required to refund all monies paid by **Underwriters** in settlement of such claim.
3. The **Sum Insured** payable is that prevailing on the date that the **Assured** sustains **Bodily Injury** or the **Illness** manifests during the Period of Insurance.
4. The **Assured** (or his legal representative) must provide all reasonable assistance and information in relation to his claim, including presentation to the **Licensing Authority**, in order to assist the **Underwriters** in determining their liability to pay a **Permanent Total Disability** or a **Temporary Total Disability** benefit. If such assistance is not provided then the **Permanent Total Disability** benefit will not be paid and the **Temporary Total Disability** benefit may be suspended.

Cancellation

The **Assured** has a statutory right to cancel this Policy within 14 days from the date of concluding this contact.

Complaints

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

The Active Underwriter
Broadgate Syndicate 1301
9 Devonshire Square
Cutlers Gardens
London
EC2M 4WL

In the event that the **Assured** remains dissatisfied, he can refer the matter to the Complaints Department at Lloyd's. The contact details are:

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.

Compensation

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme. The **Assured** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract. If the Assured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th Floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk