

Group loss of licence insurance – elite cover Schedule

Policy number:

Period of insurance: From the day of at 00.00 hours local standard time at the address of the insured

To the day of at 24.00 hours local standard time at the address of the insured

Commencement date: / /

Insured:

Address:

Postcode:

Insured persons: The employee(s) named in the attached schedule of insured persons.

Maximum sum insured: As stated in the attached schedule of insured persons

Benefits:

Long term disability		% of maximum sum insured
a.	bodily injury or illness	100%
b.	illness which is consequent upon alcohol, drugs or narcotics	33.33%
c.	illness which is incapable of diagnosis or has not been diagnosed as an illness.	33.33%
d.	psychological or psychiatric disorder(s)	100%
Excess period		180 days

Payment under coverage b. is conditional upon the **insured person** within 90 days from the date of diagnosis of such **illness** entering a rehabilitation programme approved by **us** and demonstrating and continuing to demonstrate to **our** satisfaction that the **insured person** is participating and co-operating in all aspects of such rehabilitation programme. The cost of participation in the programme will be deducted from any benefit payment.

Temporary total disability	
As per benefits a-d above	2% per month of maximum sum insured
Maximum benefit period	24 months
Excess period	90 days

Additions and deletions: To be advised quarterly on the following dates:

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Introduction

This insurance is provided through Hiscox Global Flying a division of Hiscox Underwriting Ltd who are authorised by **us** to issue insurance policies on **our** behalf.

Signed for and on behalf of Syndicate 3624 at Lloyd's, managed by Hiscox Syndicates Limited.



Steve Langan
Managing Director Hiscox UK

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Cover

You have established a scheme for and on behalf of the **insured persons** to cover them against their **licence(s)/certificate(s)** being suspended in consequence of the events described in the group loss of licence insurance scheme ('scheme').

You are required to advise the **insured persons** of the cover available to them under this scheme and ensure that copies of the scheme, as shown in the scheme members section, are made available to them.

In return for the premium **you** have paid, **we** agree to pay the benefits described in the scheme in accordance with the terms and conditions of this insurance.

Definitions

Actively at work

The **insured person(s)** is (are) fully fit for duties in the capacity for which the **licence(s)/certificate(s)** is (are) held.

Bodily injury

Physical injury caused by an **accident** and including any illness solely and directly resulting from such **accident**.

Insured persons

An employee(s) of **yours** named in the schedule of **insured persons**.

Licence(s)/certificate(s)

All **licence(s)/certificate(s)** held by the **insured persons** in connection with his or her occupation.

Period of insurance

The dates and time for which this policy is in force as shown in the schedule.

We/us/our

Syndicate 3624 at Lloyd's, managed by Hiscox Syndicates Limited.

You/your

The insured named in the schedule.

Payment of claims

Unless **we** have both agreed otherwise, **we** will pay the benefits described in the scheme directly to the **insured persons**.

If **you** fail to make any premium payment due to **us**, **our** liability to pay claims will be suspended. **We** will continue to suspend claims payment until **we** receive payment in full of all outstanding premium.

Conditions

Basis of insurance

Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure the **insured persons** is incorporated into and forms the basis of this insurance.

All facts and matters which might be relevant to **our** consideration of **your** scheme must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

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Section A – Employer section

Actively at work	<p>We will only cover insured persons who are actively at work on the inception date of this insurance or upon attachment date to it, whichever the later.</p> <p>The insured persons are only covered under this insurance scheme after they have been actively at work for 30 consecutive days from their inception or attachment date to this scheme.</p>
Additions and deletions	<p>You must notify us of eligible employees joining or leaving this scheme during the period of insurance. Cover is automatic for employees joining this scheme during the period of insurance however; you must notify us of such new employees within the dates shown in the policy schedule.</p> <p>If you fail to notify us of such new employees within the dates shown in the policy schedule, we will only insure those employees shown in the schedule of insured persons agreed by us.</p> <p>Any employee joining this scheme will be subject to your paying an additional premium as agreed by us. We will also adjust your premium in consideration of those employees leaving this scheme.</p>
Cancellation	<p>You may cancel this insurance at any time by writing to us or your insurance broker. If any of the insured persons have not made a claim, we will return any premium for the remaining period of insurance.</p> <p>We can cancel this insurance by:</p> <ol style="list-style-type: none"> a. sending you 30 days' notice in writing by registered post or recorded delivery to your last known address. We will return any premium you have paid for the remaining period of insurance; b. sending 30 days' notice in writing by registered post or recorded delivery to you and/or your representative in the event premium has not been paid by the due date shown in the schedule. If you pay the premium by installments and an installment remains unpaid after 14 days, we will cancel this policy from the date the last installment was due.
Termination	<p>The insured persons coverage will terminate and cease to have effect upon:</p> <ol style="list-style-type: none"> a. payment of long term disability benefit ; b. the insured persons attaining the age of 65; c. the insured persons ceasing to be gainfully employed in the capacity for which the insured persons holds the licence(s)/certificates(s).
Coverage limitation	<p>Coverage is limited to bodily injury only at renewal following the insured person's 60th birthday.</p>
Change of circumstance	<p>You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this scheme. A material fact or circumstance is one which might affect our decision to provide insurance or the conditions for accepting that insurance. We may then change the terms and conditions of this scheme.</p>
Fraudulent claims	<p>This scheme is void if you or any of your representatives commit fraud or attempts to do so in connection with any claim under this scheme.</p>
Rights of third parties	<p>We and you are the only parties to this insurance. Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the contracts (Rights of Third Parties) Act 1999.</p>
Law and jurisdiction	<p>This insurance will be governed by the laws of England and jurisdiction of English courts unless we have agreed otherwise prior to inception.</p>

How your membership works

Words shown in **bold** type to which a specific meaning is given are shown in the definition section below.

This scheme is a group insurance scheme governed by an agreement between **your** employer and **us**. There is no legal contract between **you** and **us** covering **your** membership of the scheme. Only **your** employer and **us** have legal rights under the agreement and are the only ones who can enforce the agreement.

The following sets out the details of **your** cover under the scheme. Please read this document very carefully.

To be covered under the scheme **your** cover must be confirmed by **your** employer. **We** will only provide cover under this scheme in return for the premium **your** employer has paid to **us**.

Your employer can end **your** membership at any time by writing to **us**. **We** have the right to end **your** membership if **your** employer does not pay the premium due to **us**.

Changes to your membership

The terms and conditions of **your** membership to this scheme, including **your** cover, may be changed from time to time by agreement between **your** employer and **us**.

No other person is allowed to make or confirm any changes to **your** membership to this scheme or decide not to enforce any of **your** rights. Also, no change to **your** membership will be valid unless it is agreed between **your** employer and **us** and confirmed in writing by **your** employer.

Definitions

Accident

A sudden, violent, unforeseen, external and visible event which occurs at an identifiable time and place during the **period of insurance**.

Accident shall also include exposure to the elements resulting from a mishap to a conveyance in which **you** are travelling.

Actively at work

You are fully fit for duties in the capacity for which the **licence(s)/certificate(s)** is held.

Bodily injury

Physical injury caused by an **accident** and including any illness solely and directly resulting from such **accident**.

Commencement date

The date shown in the policy schedule.

Date of loss

The first day that **you** are prevented from acting in the capacity for which a **licence(s)/certificate(s)** is held as a direct result of **bodily injury** or **illness**. Prevention must be evidenced by **our** receipt within 30 days of **date of loss** of a 'temporarily unfit' assessment issued by the relevant licence issuing authority.

Excess period

The period starting from the date of notification to **us** of **bodily injury** or **illness** until the expiry of the number of days stated in the schedule. No benefit is payable in respect of the **excess period**.

Illness

Any sickness or disease (not falling within the definition of **accident**).

Licence(s)/certificate(s)

All **licence(s)/certificate(s)** held by **you** in connection with **your** occupation.

Loss of licence(s)/certificate(s)

Absolute prevention, as a consequence of **bodily injury** or **illness**, from acting in the capacity for which a **licence(s)/certificate(s)** is held.

Maximum benefit period - temporary total disability

The period starting from the expiry of the **excess period** and ending after the maximum period as stated in the schedule.

Maximum sum insured

The actual amount payable by **us** in the event of the **loss of licence(s)/certificate(s)** as stated in the schedule of insured person(s). Payment will be dependent upon earnings accruing solely from all **licence(s)/certificate(s)** held by **you**.

Period of insurance

The dates and time for which this scheme is in force as shown in the agreement between **us** and **your** employer.

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Section B – Scheme members section

Previous disability	Any condition for which you have sought advice, diagnosis, treatment or counselling or of which you were or should reasonably have been aware or for which you had been treated at any time in the 24 months prior to the commencement date or the date upon which you originally attached to the schedule of insured persons, whichever the later.
Psychological or psychiatric disorder(s)	Any disorder(s) diagnosed by a medically or other appropriately qualified practitioner and which is included in the internationally-recognised classification system DSM-IV (the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, 1994). Such a diagnosis shall imply severe and lasting impairment in personal performance as indicated by at least one of the following: <ul style="list-style-type: none"> a. a limitation in activities of daily living; b. social functioning; c. impairment in concentration, memory or other cognitive functioning leading to chronic task under-performance in terms of aptitude, learning new material, reliable accuracy, endurance or pace of work; d. deterioration or decomposition in work settings; e. episodic disorders of mood; f. disorders of form and control of thought.
Recovery, recurrent and subsequent disability	<p>A recurrent disability shall be one where you, having exceeded the excess period stated in the schedule and receiving monthly benefit under this scheme, recovers and subsequently suffers a recurrence of temporary total disability while this insurance is in force, which is attributable to the original cause(s).</p> <p>You are deemed to have made a recovery when you are able to engage in your regular occupation and perform the major duties thereof, even if you choose not to.</p> <p>If the period of recovery shall be continuous for 6 months or more, the recurrent disability shall be subject to a new excess period. If the period of recovery is less than six months no excess period will be imposed.</p> <p>If you suffer a subsequent temporary total disability and such subsequent disability is entirely unrelated to the cause of any prior disability, then this disability will be subject to a new excess period.</p> <p>With regard to any such recurrent or subsequent disability as insured, we will pay the monthly benefit only for the unused portion of the maximum sum insured not previously exhausted by payment of monthly benefit due to any prior disability or disabilities.</p>
Temporary total disability	You are temporarily entirely prevented from acting in the capacity for which you hold a licence(s)/certificate(s) in consequence of which the licence(s)/ certificate(s) is temporarily suspended by the licence issuing authority as a result of bodily injury or illness necessitating treatment by a registered medical practitioner and which solely, directly and independently of any other cause completely and continuously prevents you from acting in the capacity for which you hold a licence(s)/certificate(s) . Temporary total disability includes any period of self-suspension evidenced by our receipt within 30 days of date of loss of a 'temporarily unfit' assessment issued by the relevant licence issuing authority.
Terrorism	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 person, 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 and/or similar reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
War or related risks	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	Syndicate 3624 at Lloyd's, managed by Hiscox Syndicates Limited.
You/your	The persons named in the schedule of insured persons kept on file with the employer.

What you are covered for

Long term disability

We will pay the benefit as stated in the schedule in the event of a long term unfitness assessment being issued by the Licence Issuing Authority within 24 months from the **date of loss**.

In the event of a long term unfitness assessment not being issued within this period **we** will review all the medical evidence available and consider making payment of the benefit as stated in the schedule of insured persons if, in the opinion of **our** medical adviser, **you** are unlikely to obtain restoration of **your licence(s)/certificate(s)** within 36 months from the date of settlement of the claim.

In the event of the **licence(s)/certificate(s)** being restored within 18 months from the date of settlement of the claim, **we** may require **you** to repay to **us** a pro-rata proportion of the benefit paid.

Benefit payment is subject to the **excess period** stated in the schedule.

Temporary total disability

We will pay the benefit as stated in the policy schedule on file with **your** employer in the event of **your temporary total disability** in consequence of **bodily injury** or **illness**. Benefit payment is subject to:

- a. the **excess period** stated in the schedule;
- b. the **recovery, recurrent and subsequent disability** provision;
- c. proof of the continuance of disability evidenced by regular attendance and treatment by a qualified medical practitioner.

Benefit entitlement will cease:

- i. when **you** are able to perform normal duties or upon the restoration of the **licence(s)/certificate(s)** by the Licence Issuing Authority whichever shall occur first, whether or not **you** choose to return to normal duties;
- ii. upon long-term or permanent revocation by the Licence Issuing Authority of the **licence(s)/certificate(s)**;
- iii. upon expiry of the **maximum benefit period**.

The monthly benefit payable shall not exceed 75% of **your** net monthly income (defined as earnings accruing solely from all **licence(s)/certificate(s)** held by **you** which are lost in consequence of the **temporary total disability**).

Benefit payable accruing from all **licence(s)/certificate(s)** held by **you** shall be apportionable from day to day and be payable 30 days subsequent to the benefit due date.

Temporary total disability benefit paid is deductible from the **maximum sum insured** in the event of loss of a **licence(s)/certificate(s)**.

What is not covered

This section explains what is not covered under this group insurance scheme.

We will not make any payment for any claim directly or indirectly due to:

1. **your** death;
2. **your** intentional self-injury or attempted suicide or assault provoked by **you**;
3. a criminal act by **you**;
4. **bodily injury** consequent upon **your** being under the influence of alcohol, drugs or narcotics;
5. **your** undertaking active duty with the Armed Forces other than part-time non-combatant duties;
6. Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing or any sexually transmitted disease;
7. **war or related risks**;

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8. **terrorism**; If there is any dispute between **you** and **us** over the application of this exclusion, it will be for **you** to show that the exclusion does not apply;
9. any **previous disability** unless declared to and agreed by **us** in writing;
10. pregnancy or childbirth unless the suspension or cancellation of the **licence(s)/certificate(s)** is a direct consequence of complications arising therefrom;
11. subsequent change(s) in medical standards to those prevailing at the inception of this group insurance scheme issued by the licence issuing authority or any other competent authority including government, which materially increases or extends **our** liability.

General conditions

The following conditions apply to the whole of this scheme.

- | | |
|----------------------|---|
| Premium payment | 1. Payment of your benefit under this scheme will be suspended unless your employer has paid the premium due to us . |
| Actively at work | 2. You must be actively at work on the inception or attachment date to this group insurance scheme, whichever the later.

If you are not actively at work on the inception or attachment date to this insurance you will not be eligible to join this scheme until you have been actively at work for a continuous period of 30 days. |
| Termination | 3. Your coverage under this scheme will terminate and cease to have effect upon: <ol style="list-style-type: none"> a. payment of long term disability benefit; b. your attaining the age of 65; c. your ceasing to be gainfully employed in the capacity for which you hold the licence(s)/certificates(s). |
| Coverage limitation | 4. Coverage is limited to bodily injury only at renewal of your cover under this scheme following your 60th birthday. |
| Law and jurisdiction | 5. This group insurance scheme is governed by the laws of England and, subject to the provisions of the arbitration clause, the jurisdiction of English courts unless otherwise agreed between your employer and us prior to inception. |
| Disclosure of facts | 6. If you , or any of your representatives have not told us about or have misrepresented any facts or circumstances which might affect your participation in this scheme or the terms of this scheme, or you have made a false claim, we can refuse to pay a claim and we can treat your participation in this scheme as though it had never existed. |

Claims conditions

Notification **You** or **your** employer must notify **us** not later than 30 days following unfitness as a result of **your bodily injury** or **illness**:

Hiscox Global Flying
Colchester Claims
Hiscox House
Sheepen Place
Middleborough
Colchester CO3 3XL
Tel no: +44 01206 773827
Fax no: +44 01206 773999
Email: global-flying@hiscox.com

Such notice shall include all details as known to **you** and documentary evidence issued by the relevant Licence Issuing Authority. The date of notification shall be taken as the date upon which the notice was delivered to Hiscox Global Flying. It must be understood that advice by telephone message is not deemed to be proper notice;

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Procedures

You must:

1.
 - a. at **our** request and expense submit to an independent medical examination in the event of **bodily injury** or **illness**;
 - b. authorise **us** to:
 - i. obtain details of all medical reports and hospital records and obtain information from any physicians, surgeons and hospital authorities concerned with the treatment or consultation **you** received.
 - ii. obtain information from and seek the opinion of the principal medical officer of the civil aviation authority or any other competent authority or its successors (or other appropriate medical officer appointed for the purpose) as to whether **you** are unlikely to obtain a restoration of the **licence(s)/ certificate(s)**. If the opinion is that **you** are unlikely to obtain such restoration **we** will accept that opinion as evidence in **your** favour.
 - c. sign all authorisations required by **us** for the purposes described above and on written demand by **us** make a statutory declaration as to any facts relating to the claim and complete **our** standard claim questionnaire on request.
 - d. notify **us** immediately if any action against a third party relating to the **licence(s)/certificate(s)** is planned or contemplated.
 - e. notify **us** immediately upon becoming aware of any investigation, court of enquiry or similar proceedings likely to affect this scheme and give all possible assistance and information to lawyers appointed by **us** as they may reasonably require;
 - f. provide **us** with satisfactory proof of:
 - i. the happening of the event in respect of which the **maximum sum insured** will become payable;
 - ii. any other information **we** may require.
2. **We** shall not be obliged to settle a long term disability claim under this scheme until at least 180 days after the **date of loss** and all enquiries have been completed by **us**. The period of 180 days shall commence on the day notification is received by **us**. No claim shall be payable if **you** die within such 180 days period.

Receipt by **us** of a release from **you** or any other duly authorised representative of **your**s shall constitute an absolute discharge to **us** in respect of payments made under this scheme.
3. Payment under this scheme is subject to **your** undertaking in writing not to apply to have the **licence(s)/certificate(s)** restored within 36 months from the date of settlement of the claim without **our** prior written consent. Such consent shall not be unreasonably withheld.

Arbitration

We reserve the right to refer all unfitness assessments to **our** own medical advisers. In addition, **you** may be required to undergo an examination by a qualified medical practitioner.

We also reserve the right to request **you** undergo reasonable medical treatment and investigations, at **our** expense if, in **our** and **our** medical advisers opinion, such treatment and/or investigations would probably result in the restoration of **your licence(s)/certificate(s)**.

Should **you** wish to dispute **our** decision, or **our** medical advisers or qualified medical practitioners opinion, the matter will be referred for arbitration to the Dean of the Faculty of Occupational Medicine of the Royal College of Physicians in London, England. The Dean will appoint one person to act as referee from a panel of qualified medical practitioners and in the relevant branch of medicine, such panel to be agreed between **us** and **you**.

The decision of the Dean and the Referee shall be final and binding on all parties.

The costs of examination and arbitration will be borne by **us**.

**Should you have
reason to complain**

We pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, we seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether verbal or written, whether justified or not, about a service or activity provided by **us**.

Please contact **us** or **your** employer's insurance broker in the first instance. Please be ready to quote the details of **your** insurance scheme (your surname and initials, address, employer, etc.). A verbal complaint should subsequently be confirmed in writing with a record of posting.

If **you** are not satisfied with the way a complaint has been dealt with **you** or **your** employer may write to the complaints department at Lloyd's, which will review **your** case without prejudice to **your** rights in law. The address is:

Policyholder and Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA
Tel no: +44 (0)20 7327 5693
Fax no: +44 (0)20 7327 5225
Email: complaints@lloyds.com

A complaint form can be downloaded from Lloyd's website at www.lloyds.com

Data Protection Act

By accepting **your** participation in this group insurance scheme, **you** consent to **us** using the information **we** may hold about **you** for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about **you** where this is necessary (for example health information or criminal convictions). This may mean **we** have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than **you**, **you** must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to **us** and its use by **us** as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. **You** have the right to apply for a copy of **your** information (for which **we** may charge a small fee) and to have any inaccuracies corrected.

For training and quality control purposes, telephone calls may be monitored or recorded.