



Group loss of licence and life insurance
Policy wording

Group loss of licence and life insurance 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.

Insurer: Syndicate 33 at Lloyd's, managed by Hiscox Syndicates Limited in respect of Section one
Syndicate 308 at Lloyds, managed by Kiln Life Syndicate in respect of Section two.

SECTION ONE – LOSS OF LICENCE

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

SECTION TWO – LIFE INSURANCE

Insurer: Syndicate 308 at Lloyds, managed by Kiln Life Syndicate

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

Maximum accumulation sum insured: GBP 25,000,000 being the maximum amount payable for any one incident of loss involving one or more **insured persons**.

Additions and deletions applying to sections one and two: To be advised quarterly on the following dates:

Group loss of licence and life insurance Schedule

Cause of loss:

Death from any cause		
The insured person is covered for death from any cause:	Covered <input type="checkbox"/>	Not covered <input type="checkbox"/>

In addition to the exclusions shown in section two of the attached contract **we** do not cover death whilst either an **insured person** is more than 100 kilometres from the surface of the Earth or whilst on a space craft or similar vehicle that has been designed to permit travel to a distance of more than 100 kilometres from the surface of the Earth.

Death from natural causes only		
The insured person is covered for death from natural causes only:	Covered <input type="checkbox"/>	Not covered <input type="checkbox"/>

In addition to the exclusions shown in section two of the attached contract **we** do not cover:


1. **bodily injury** except in an attempt to save human life.
2. death in any way caused or contributed to by the **insured person** being under the influence of alcohol or drugs, except as prescribed by a registered qualified medical practitioner.
3. **war or related risks.**
4. **terrorism.**

Group loss of licence and life insurance

Introduction

This insurance is provided through Hiscox Global Flying a division of Hiscox Underwriting Limited who are authorised by Underwriters at Lloyd's as stated in the Schedule forming part of this policy to issue insurance policies on Underwriters' behalf.

Signed for and on behalf of Hiscox Underwriting Limited.



Steve Langan
Director, Hiscox UK

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Group loss of licence and life insurance

General terms which apply to the whole of this insurance

Please read this insurance document, together with any endorsements and the schedule, very carefully. If anything is incorrect, please return it immediately.

We will provide this insurance in return for the premium **you** have agreed to pay.

Definitions	Words shown in bold type have the same meaning throughout this policy and are defined below. Any changes to these definitions, and any extra definitions, are shown in the section to which they apply.
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 the insured person is travelling.
Actively at work	The insured person(s) is fully fit for duties in the capacity for which they are employed.
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.
Period of insurance	The dates and time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements.
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	The insurer named in the schedule.
You/your	The insured named in the schedule.

General conditions	The following conditions apply to the whole of this policy . Any extra conditions are shown in the sections to which they apply.
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 insurance 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.
Actively at work	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. The insured persons are only covered under this insurance after they have been actively at work for 30 consecutive days from the inception of this insurance or their inclusion under this insurance. Any insured person returning to your service from ill health or injury during the period of insurance are automatically covered under section two of this insurance after such insured person has returned to being actively at work upon completion of two (2) consecutive month's service.

Group loss of licence and life insurance

General terms which apply to the whole of this insurance

Premium	<p>We will not make any payment under this policy unless you have paid the premium in accordance with the written conditions of the schedule.</p> <p>The premium for this insurance will be adjusted at the end of the period of insurance.</p>
Cancellation	<p>You may cancel this insurance at any time by writing to us or your insurance broker. If no claim has been made under this policy, 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 instalments and an instalment remains unpaid after 14 days, we will cancel this policy from the date the last instalment was due.
Termination	<p>The insured persons coverage will automatically 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 by you or employed by you in the capacity for which the insured persons holds the licence(s)/certificates(s).
Additions and deletions	<p>You must notify us, within the time frames shown in the schedule, 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 up to the sum insured shown in the schedule however, you must notify us of such new employees name, date of birth and sex.</p> <p>You must provide us with evidence of health of each insured person under this insurance. If such evidence is not provided or is unsatisfactory to us we reserve the right to impose additional conditions.</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>
Assignment	<p>This insurance shall not be assigned either in whole or in part without our prior written consent.</p>
Lien and charges	<p>No benefits under this section shall be subject to interest charges. This section of your policy will not recognize any trust, charge, lien, assignment or any other dealing you have entered into relating to this policy</p>
Severability	<p>Our obligations under this contract of insurance are several and not joint and are limited solely to the extent of our individual subscriptions. We are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.</p>
Fraudulent claims	<p>Any fraud, concealment, or deliberate misstatement by an insured person, if unknown to you, shall render this insurance null and void in so far as it relates to the insured person in question. However, any fraud, concealment, or misstatement by or known to you shall render the whole insurance null and void and all claims hereunder shall be forfeited.</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>

Group loss of licence and life insurance

General terms which apply to the whole of this insurance

Claims conditions

You must notify **us** as soon as reasonably possible of any claim or circumstance which may give rise to a claim, but in no event later than 30 days after becoming aware of such claim or circumstance, and give all possible assistance and information **we** may reasonably require.

You must provide **us** with satisfactory proof of the happening of the event in respect of which a claim is being made.

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**.

If **you** feel that **our** service at any time falls below the standard **you** would expect, please contact **your** insurance agent in the first instance who should be able to resolve most common problems.

If **your** problem is not resolved please contact **our** Customer Relations on:

Telephone: +44 (0)1206 773705
Email: customer.relations@hiscox.com

Hiscox Customer Relations
Hiscox House
Sheepen Place
Colchester
CO3 3XL

If **you** are not satisfied with the way **your** complaint has been dealt with you can refer it to:

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

If **you** are still not satisfied with the way a complaint has been dealt with **you** can refer it to the Financial Ombudsman Service whose contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

These arrangements for the handling of complaints are entirely without prejudice to a complainant's rights in English law, and you are free at any stage to seek legal advice and take legal action.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You 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 you 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).

Group loss of licence and life insurance

Section one - loss of licence insurance

Please read **your schedule** to see if this section is covered.

This section is subject to the general terms and to the extra terms, exclusions, definitions and conditions appearing below.

EMPLOYER SECTION

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 "Scheme Member Section" below ("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 **policy**.

Extra definitions

Licence(s)/certificate(s)

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

Payment of claims

Unless **we** have both agreed otherwise, **we** will pay the benefits described in the scheme directly to the **insured person(s)**.

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.

Extra conditions

Coverage limitation

Coverage is limited to **bodily injury** only at renewal following the **insured person's 60th** birthday.

Change of circumstance

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.

Group loss of licence and life insurance

Section one - loss of licence insurance

SCHEME MEMBER SECTION

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.

Group loss of licence and life insurance

Section one - loss of licence insurance

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.
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.

Group loss of licence and life insurance

Section one - loss of licence insurance

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 33 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	<p>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.</p> <p>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.</p> <p>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.</p> <p>Benefit payment is subject to the excess period stated in the schedule.</p>
Temporary total disability	<p>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:</p> <ol style="list-style-type: none"> the excess period stated in the schedule; the recovery, recurrent and subsequent disability provision; proof of the continuance of disability evidenced by regular attendance and treatment by a qualified medical practitioner. <p>Benefit entitlement will cease:</p> <ol style="list-style-type: none"> 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; upon long-term or permanent revocation by the Licence Issuing Authority of the licence(s)/certificate(s); upon expiry of the maximum benefit period. <p>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).</p> <p>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.</p> <p>Temporary total disability benefit paid is deductible from the maximum sum insured in the event of loss of a licence(s)/certificate(s).</p>

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:

- your** death;
- your** intentional self-injury or attempted suicide or assault provoked by **you**;

Group loss of licence and life insurance

Section one - loss of licence insurance

3. a criminal act by **you**;
4. **bodily injury** consequent upon **you** being under the influence of alcohol, drugs or narcotics;
5. **you** 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**;
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 there from;
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 this section of the 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 date of this scheme or the date you joined this group insurance scheme, whichever the later. Cover will commence after you have been actively at work for 30 consecutive days from the aforementioned dates.

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. you attaining the age of 65; c. you 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 60 th birthday. |
| Other insurance | 5. This scheme is deemed to be surplus to all other valid and collectable insurances you have. |
| Law and jurisdiction | 6. 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 | 7. 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. |

Group loss of licence and life insurance

Section one - loss of licence insurance

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
1 Great St Helen's
London EC3A 6HX

Tel no: +44 (0)20 7448 6329
Fax no: +44 (0)20 7448 6998
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.

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 **yours** 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.

Group loss of licence and life insurance

Section one - loss of licence insurance

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**.

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.

Group loss of licence and life insurance

Section two - life insurance

Please read **your schedule** to see if this section is covered.

This section is subject to the general terms and to the extra terms, exclusions, definitions and conditions appearing below.

Cover

We will pay **you** the sum insured shown in the schedule in the event of the death of an **insured person** occurring during the **period of insurance** from any cause or natural causes as shown in the schedule.

Before **we** pay **your** claim **you** must prove, to **our** reasonable satisfaction:

- a. the date of the **insured person's** death;
- b. the title of the **insured person**; and
- c. the age of the deceased **insured person**.

Extra definitions

We/Us/Our

Syndicate 308 at Lloyd's, managed by Kiln Life Syndicate.

Extra conditions

Discharge

The receipt of a form of discharge from **you** or from any other person or persons duly authorised by **you** by notice in writing to **us** shall be an absolute discharge of **our** liability in respect of the payment by **us** of any sum insured under this section.

Surrender value

This insurance does not acquire a surrender value.

Exclusions

In addition to the exclusions shown in the attached policy schedule **we** do not cover:

1. death directly or indirectly arising out of or contributed to by the **insured person's** wilful self-injury, suicide or attempted suicide.
2. death directly or indirectly caused by accidental bodily injury whilst an **insured person** is in any countries or areas against the recommendation or advice of the Foreign Office or the Department of Health.

Foreign Office website: www.fco.gov.uk
Department of Health website: www.doh.gov.uk