

Policy

China Re Individual Loss of Licence Insurance

Policy Wording 05/18

Policy

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Policy

1 Introduction

This **Policy** is a contract between **You** and **Us**.

This **Policy** consists of this document, the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In this **Policy**, certain words or phrases are specially defined. In deciding to accept this **Policy** and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

We will, in consideration of the payment of the premium, insure **You**, subject to the terms and conditions of this **Policy**, against the events set out in this **Policy** during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this **Policy** carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Your** broker through whom this **Policy** was arranged.

Please keep this **Policy** in a safe place – **You** may need to refer to it if **You** have to make a claim.

1.1 About the Insurer

Catlin Underwriting Agencies Limited is the managing agent of Syndicate 2088.

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848). Further details can be found on the Financial Services Register at www.fca.org.uk

Registered Office 20 Gracechurch Street, London, EC3V 0BG.

Registered in England - Company Number 1815126

You can check this out on the FCA's website at www.fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

1.2 Eligibility Criteria

This **Policy** is only available for persons who are under the age of sixty-five (65) at the commencement of the **Period of Insurance**.

Cover under this **Policy** is limited to **Bodily Injury** only when **You** are aged sixty (60) or over at the commencement of the **Period of Insurance**.

1.3 Accessibility

Upon request **We** can provide Braille, audio or large print versions of the **Policy** and the associated documentation. If **You** require an alternative format **You** should contact **Your** Broker through whom this **Policy** was arranged.

1.4 Third Party Rights

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

1.5 Law and Jurisdiction

The parties are free to choose the law applicable to this **Policy**. Unless specifically agreed to the contrary this **Policy** shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this **Policy** and all communications relating to it will be in English.

1.6 **Cancellation and Cooling Off Period**

(a) **Your Right to Cancel during the Cooling-Off Period**

You are entitled to cancel this **Policy** by notifying **Us** within fourteen (14) days of either:

- (i) the date **You** receive this **Policy**; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

A full refund of any premium paid will be made unless **You** have made a claim in which case the full annual premium is due.

(b) **Your Right to Cancel after the Cooling-Off Period**

You are entitled to cancel this **Policy** after the cooling-off period by notifying **Us**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

(c) **Our Right to Cancel**

We are entitled to cancel this **Policy**, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a claim;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the **Policy** has been in force unless **You** have made a claim in which case the full annual premium is due.

1.7 **Information You Have Given Us**

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this **Policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this **Policy** as if it never existed, refuse to pay any loss and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this **Policy**; or
- (2) give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

1.8 **Changes We Need to Know About**

You must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your Policy**. For example **We** may cancel **Your Policy** in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your Policy** or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

1.9 **Fraud**

If **You**, or anyone acting for **You**, makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, **We** will not pay any part of **Your** loss or any other claim **You** have made or may make under this **Policy**. In addition, **We** will have the right to:

- (a) treat this **Policy** as if it never existed, or at **Our** option terminate this **Policy**, without returning any premium that **You** have paid; and
- (b) refuse any other **Benefit** under this **Policy**.
- (c) may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) **We** need not return any of the premium paid.

1.10 Sanctions

We shall not provide any **Benefit** under this **Policy** to the extent of providing cover, payment of any loss or the provision of any **Benefit** where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

1.11 Complaints Procedure

We are dedicated to providing a high quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the **Policy** or the handling of a claim please contact **Your** broker through whom this **Policy** was arranged.

If **You** wish to make a complaint **You** can do so at any time by referring the matter to:

Complaints Manager
Catlin Underwriting Agencies Limited
20 Gracechurch Street
London
EC3V 0BG

E-mail: xlcatlinukcomplaints@xlcatlin.com

Telephone Number: +44 (0) 20 7743 8487

If **You** remain dissatisfied after **We** have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints
One Lime Street
London
EC3M 7HA

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time Catlin Underwriting Agencies Limited and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

E-mail: complaint.info@financial-ombudsman.org.uk

Telephone Number: **From within the United Kingdom**
0800 0234 567 calls to this number are free on mobiles and landlines
0300 1239 123 calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom
+44(0)20 7964 0500
Fax Number: +44(0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for Catlin Underwriting Agencies Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

1.12 **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations under this **Policy**. If **You** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk.

1.13 **Fair Processing Notice**

This Privacy Notice describes how Certain Underwriters at Lloyd's in respect of Syndicate 2088 (for the purpose of this notice "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties (for the purpose of this notice "you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@xlcatlin.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

How to Make a Claim

If **You** need to make a claim, or **You** need to inform **Us** of an incident or circumstance that may constitute a claim, in the first instance please contact **Your** broker who arranged the **Policy** for **You**. **Your** insurance broker will be able to supply **You** with the relevant claim form and will inform **Us**, who will deal with **Your** claim in a fair and impartial way and as quickly as possible

Policy

2 General Definitions

Certain words have a special meaning when used within this **Policy**. The following words will have the meaning below when shown throughout the **Policy** in bold type

- 2.1 **Accident** means a sudden, unexpected, unusual, external and visible event which occurs at an identifiable time and place during the **Period of Insurance**.
- 2.2 **Actively at Work** means **You** are fully fit for duties in the capacity for which **You** hold a **Licence**.
- 2.3 **Benefit** means the amount payable to **You** as a result of a valid claim for either **Permanent Total Disablement** or **Temporary Total Disablement** as stated in the **Schedule**.
- 2.4 **Bodily Injury** means a physical injury caused solely by an **Accident**. **Bodily Injury** does not include injury caused by **Illness**.
- 2.5 **Classified Illness** means an illness which is caused directly by alcohol, drugs or narcotics.
- 2.6 **Date of Loss** means the first day, during the **Period of Insurance**, that **You** are unable to carry out **Your** flying duties for which **You** hold a **Licence** as a direct result of **Bodily Injury** or **Illness** which results in **You** being unable to meet the medical standards imposed by the relevant **Licensing Authority**.
- 2.7 **Endorsement** means a change in the terms and conditions of the **Policy** agreed by **Us** that can extend or restrict cover.
- 2.8 **General Illness** means illness or disease diagnosed and treated by a **Qualified Medical Practitioner** which manifests itself during the **Period of Insurance** and is not caused by **Bodily Injury**, **Classified Illness** or **Psychological Illness**. This shall not include any degenerative condition or gradually operating cause.
- 2.9 **Illness** means any sickness or disease incorporating **General Illness**, **Classified Illness** and **Psychological Illness**.
- 2.10 **Insured/You/Your** means the persons named in the **Schedule**.
- 2.11 **Insurer/We/Us/Our** means certain underwriters at Lloyd's in respect of Syndicate 2088.
- 2.12 **Licence** means all licences or certificates held by **You** in connection with **Your** occupation as a pilot.
- 2.13 **Licensing Authority** means the regulatory authority responsible for the issue of the **Licence** permitting **You** to undertake flying duties.
- 2.14 **Maximum Benefit Period** means the maximum length of time for which **Temporary Total Disablement Benefits** will be payable, as stated in the **Schedule**.
- 2.15 **Period of Insurance** means the period stated in the **Schedule**.
- 2.16 **Permanent Total Disablement** means **You** are entirely prevented from acting in the capacity for which **You** holds a **Licence** due to **Bodily Injury** or **Illness** which after the expiry of the **Waiting Period** is confirmed by a **Qualified Medical Practitioner** to be beyond hope of improvement and which within twenty-four (24) months from the date of such **Accident** shall result in **Permanent Total Disablement**.
- 2.17 **Policy** means this document, the **Schedule** and any **Endorsements**

- 2.18 **Pre-existing condition** means any **Bodily Injury** or **Illness** which occurred or manifested within the three (3) years prior to:
- (a) the **Retroactive Date** specified in the **Schedule**; or
 - (b) the **Period of Insurance**,
- whichever date is later.
- 2.19 **Psychological Illness** means an **Illness** that is diagnosed by a **Qualified Medical Practitioner** and included in the internationally recognised classification system DSM-IV-TR (the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, 2000) and causes severe and lasting impairment.
- 2.20 **Qualified Medical Practitioner** means a medical practitioner or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice but does not include **You**, or **Your** family.
- In respect of dental treatment only, **Qualified Medical Practitioner** means a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than **You**, or **Your** family.
- 2.21 **Schedule** means the documents entitled **Schedule** and **Schedule of Benefits** attached to this **Policy**.
- 2.22 **Sum Insured** means the maximum amount payable by **Us** in the event of **Your Permanent Total Disablement**, which includes any earlier payments made in respect of **Temporary Total Disablement**. The maximum amount payable under this **Policy** shall not exceed the **Sum Insured**.
- 2.23 **Temporary Total Disablement** means **You** being entirely and temporarily prevented from acting in the capacity for which **You** hold a **Licence** due to **Bodily Injury** or **Illness**.
- 2.24 **Terrorism** means an act, including for example 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.
- 2.25 **Waiting Period** means the period of time from the Date of Loss for which no **Permanent Total Disablement** or **Temporary Total Disablement Benefits** will be payable, as stated in the **Schedule**.

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3 The Coverage

Subject to the terms, conditions, exclusions of this **Policy** and any applicable **Waiting Period**, **We** agree to pay the **Benefit** to **You** subject to the **Sum Insured** stated on the **Schedule** if during the **Period of Insurance**, **You** suffer a **Bodily Injury** or **Illness** which results in:

- (a) **Permanent Total Disablement** which results in the **Licensing Authority** making a long term or permanent revocation of **Your Licence**; or
- (b) **Temporary Total Disablement** which results in **Your Licence** being temporarily suspended by the **Licensing Authority**.

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4 Benefit Conditions

4.1 Temporary Total Disablement Benefit

- (a) Where **You** suffer another period of **Temporary Total Disablement** within ninety (90) days of a previous period of **Temporary Total Disablement** providing that the subsequent period of **Temporary Total Disablement** is caused by the same **Illness** or **Bodily Injury** no further **Waiting Period** will be applied.
- (b) If **You** return to work and is **Actively at Work** for a period greater than ninety (90) consecutive days a further **Waiting Period** will be applied whether this is due to the same cause or not.
- (c) **We** must have proof of continuance of disability evidenced by regular attendance and treatment by a **Qualified Medical Practitioner**
- (d) Any payments of the **Temporary Total Disablement Benefit** will be deducted from any subsequent **Permanent Total Disablement Benefit** payment.

Temporary Total Disablement Benefit payments will cease:

- (i) when **You** are able to be **Actively at Work** or upon restoration of **Your License** by the **Licensing Authority** whichever occurs first, whether or not **You** choose to return to **Your** normal flying duties
- (ii) if the **Licensing Authority** make a long term or permanent revocation of **Your License**; or
- (iii) upon expiry of the **Maximum Benefit Period**.

whichever occurs first.

4.2 Permanent Total Disablement Benefit

- (a) **Permanent Total Disablement Benefit** will not be paid:
 - (i) if **You** die before payment of the **Benefit**; or
 - (ii) until the **Waiting Period** has expired.

However, in some circumstances **We** may pay the **Benefit** during the **Waiting Period** once **We** have satisfied ourselves of the validity of a claim under this **Policy**.

- (b) **You** agree to give **Us** notice in writing as soon as practicably possible, if after a claim has been paid in respect of **Permanent Total Disablement**, **You** regain **Your Licence** within a period of thirty-six (36) months from the date of settlement of the claim, or **You** know **You** are likely to regain it. **You** will then be required to refund all monies paid by **Us** in respect of **Permanent Total Disablement** in settlement of such claim.

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5 General Exclusions

The following General Exclusions apply to this Policy as a whole unless stated otherwise.

We shall not be liable to pay any claim arising out of or relating to

5.1 Age Limits

- (a) any **You** are sixty-five (65) or older at the start of the **Period of Insurance**; or
- (b) if **You** are over the age of sixty (60) other than for loss of license through **Bodily Injury**.

5.2 Armed Forces

active duty with the armed forces.

5.3 Changes in Medical Standards

subsequent change(s) in medical standards to those prevailing at the commencement of the **Period of Insurance** issued by the Licensing Authority or any other competent authority including Government, which materially increases or extends **Our** liability.

5.4 Criminal Acts

a criminal act committed by **You**.

5.5 Death

Your death.

5.6 Flying Duties

loss of **Licence** or **You** being relieved of flying duties for reasons outside of the scope of this **Policy**.

5.7 Gradual Deterioration and Degeneration

- (a) any gradually operating cause; or
- (b) osteoarthritis, arthritis or any other degenerative process of joints, bones, muscles, tendons or ligaments.

5.8 HIV and AIDs

Human Immunodeficiency Virus, Acquired Immune Deficiency Syndrome, AIDS Related Complex whenever and howsoever arising or acquired.

5.9 Nuclear

discharge, explosion, or use of a weapon of mass destruction (whether or not employing nuclear fission or fusion), or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

5.10 Pre-Existing Conditions

any **Pre-Existing Condition**

5.11 Radioactive Contamination

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.12 **Suicide and Self-Injury**

Intentional self-injury, suicide or attempted suicide.

5.13 **Terrorism**

Terrorism (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing **Terrorism**.

5.14 **War**

war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

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6 General Conditions

The following General Conditions apply to the Policy as a whole unless stated otherwise.

6.1 Actively at Work

It is a condition to **Our** liability that **You** are **Actively at Work** at the commencement date of the **Period of Insurance**

If **You** do not satisfy this condition, then cover will be suspended until **You** are **Actively at Work** and completes sixty (60) consecutive days in **Your** occupation.

6.2 Claims Co-operation

(a) Before making any payment in respect of a claim under this **Policy**, **You** must provide **Us** with satisfactory proof of the occurrence of the event for which **Benefit** s payable.

In addition, **You** shall provide any other information that **We** may require.

(b) **You** (or **Your** legal representative(s)) must provide any assistance and information in relation to a claim **We** require, including presentation to the **Licensing Authority**, in order to assist **Us** in determining **Our** liability to pay any **Benefit** under this **Policy**. **We** have the right to reduce any claim payment under this **Policy** to reflect any prejudice that **We** have suffered as a direct consequence of **Your** failing to comply with this condition.

6.3 Limitation of Payment

(a) The most **We** will pay under this **Policy** is the **Sum Insured**.

(b) The **Sum Insured** payable under this **Policy** shall not exceed **Your** expected income to the age of sixty-five (65) or **Your** retirement date, whichever occurs first.

(c) **We** will deduct from any payable **Permanent Total Disablement Benefit** any payments that have been paid to **You** in respect of **Temporary Total Disablement**.

(d) The **Sum Insured** payable is that prevailing on the date that **You** sustain **Bodily Injury** or the date upon which **Illness** manifests itself.

6.4 Notification

In the event of **Bodily Injury** or **Illness** rendering **You** unable to follow **Your** occupation for thirty (30) consecutive days, **You** must provide **Us** with a written notice of the happening of such event, stating such details as are known to **You**. Such written notice must be provided to **Us** as soon as possible after the happening of such event and in any event within thirty (30) days.

The date of notification shall be taken as the date upon which the notice was delivered to **Us**.

6.5 Your Refusal of Treatment /Non-Issuance by Licensing Authority

(a) If **You** unreasonably refuses to undergo any surgical or medical treatment recommended by a **Qualified Medical Practitioner** which might reasonably be expected to assist in obtaining restoration of **Your Licence**, or

(b) If the **Licensing Authority**, as a matter of practice or in accordance with its regulations, does not issue a permanent denial of the medical certificate,

We will not make any payments under this **Policy** until **We** are satisfied that a loss of **Licence** has occurred.

6.6 **Termination**

Coverage under this **Policy** will terminate and cease to have effect in respect of an **Insured Person**:

- (a) upon the payment of the **Permanent Total Disablement Benefit**;
- (b) upon **Your** death;
- (c) at the end of the **Period of Insurance** during which **You** attain the age of sixty-five (65);
- (d) upon **You** ceasing to be gainfully employed by the Insured in the capacity for which **You** hold s a **Licence**.