

**Individual Permanent Inability
to Fly Insurance Certificate
(Specified Illnesses only)**

SC3342014199

Specimen

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Introduction

The Insured must read this Certificate and ensure that it meets their requirements. Any change to the information in the Schedules must immediately be advised to the Insurance Advisor.

The Insurer will pay the Benefits defined in this Certificate if the Insured Crew Member becomes Permanently unable to Fly as a consequence of a Specified Illness in the circumstances set out in this Certificate. The payment of Benefits is always subject to the terms and conditions of this Certificate.

The Insured Crew Member must pay the Premium as and when it falls due.

The agreement between the Insured Crew Member and the Insurer comprises all of the following:

- this Certificate and any endorsement recording a change to this Certificate;
- the Schedules;
- the Application.

Certain words in this Certificate have a specific meaning and such words are detailed in the Definitions Section. Where a word has been defined, the definition will apply wherever that word appears in this Certificate.

Cooling off period

The Insured Crew Member is entitled to cancel this contract of insurance by writing to the Insurance Advisor within 14 days of either:

- The date you receive this contract of insurance or
- The start of the period of insurance

whichever is later.

Accuracy of Information provided to the Insurer

In deciding to accept this Policy and in setting the terms, including premium, Insurers have relied on the information which the Insured have provided to them. The Insured must take care when answering any questions Insurers ask by ensuring that any information provided is accurate and complete.

If Insurers establish that the Insured deliberately or recklessly provided Insurers with untrue or misleading information, Insurers will have the right to:

- treat this Policy as if it never existed (retaining any or part of the Premium paid);
- modify cover provided by this Policy; or
- require the payment of additional Premium.

If Insurers establish that the Eligible Crew Member deliberately or recklessly provided Insurers with untrue or misleading information, Insurers will have the right to:

- withdraw cover under this Policy from the date cover is granted in respect of that Member (retaining any or part of the Premium paid);
- modify the cover granted to that Member under this Policy; or
- require the payment of additional Premium.

Fraudulent Claims

The Insurers may treat this Policy as if it had never existed and recover any monies paid if the Insured makes a claim that is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent document.

If the Insured makes a claim that is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent document, the Insurers may withdraw or modify cover and decline to pay Benefits and recover any monies that have been paid.

If the Insurer has reasonable grounds to suspect a claim is fraudulent then it may pass information onto the Claims and Underwriting Exchange Register, run by Insurance Database Services Ltd (IDS Ltd). The aim of this is to help the Insurer to check the information provided and prevent fraudulent claims.

Section 1 – Permanent Inability to Fly Insurance (Specified Illness' only)

1. Permanently Inability to Fly Benefit

If the Insured Crew Member becomes permanently unable to fly solely and directly as a consequence of a Specified Illness first diagnosed during the Period of Insurance the Insurer will pay the Sum Insured Crew Member specified in the Schedule.

Permanent Inability to Fly must be established to the Insurer's satisfaction within 3 years of the first diagnosis of the Specified Illness by the Insured Crew Member meeting all of the following tests

- (a) The Insured Crew Member has applied for restoration of and been refused a valid medical certificate by the competent license issuing authorities of the Kingdom of Bahrain or the Insured Crew Member's country of nationality, if different AND
- (b) The Specified Illness is the sole and direct cause of such refusal
- (c) That restoration of such medical certificate is unlikely to occur for the foreseeable future. For this purpose, this means a period of 5 years from the date of first diagnosis of the Specified Illness

The Insurer may at its absolute discretion elect to pay such benefit earlier than 3 years if it is reasonable to do so based on the medical evidence supporting the application for benefit

2. Specific Limitations of coverage

The Insurer will not pay any Permanent Inability to Fly benefit if

- (a) The first diagnosis of the Specified Illness is made within 90 days of the Inception Date stated in the Schedule OR
- (b) The Insured Crew Member dies within 30 days of the first diagnosis of a Specified Illness OR
- (c) The cause of the Specified Illness is directly or indirectly the consequence of a Classified or Non-Classified Illness
- (d) The Specified Illness results from a Pre-Existing Condition

Section 2 – Disputes, Complaints and Data Protection

1. Questions Complaints and Data Protection

If the Insured has any questions or concerns about their insurance or the handling of a claim they should contact their Insurance Advisor named in the Schedule through whom this insurance was arranged:

John Lumley
Chairman
Lumley Insurance Ltd
Southway House
Southway
Cirencester
Gloucestershire
GL7 1FN

If the Insured wishes to make a complaint, they can do so at any time by referring the matter to the:

Complaints Manager
Catlin Insurance Company (UK) Ltd.
20 Gracechurch Street
London
EC3V 0BG

Telephone Number: 020 7743 8487

Email: Catlinukcomplaints@catlin.com

If the Insured remains dissatisfied after the Complaints Manager has considered the their complaint, or the Insured has not received a final decision within eight weeks, The Insured can refer their complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000

Fax: +44 (0) 20 7964 1001

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

2. Financial Services Compensation Scheme (FSCS)

Catlin Insurance Company (UK) Ltd. is covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

3. Prudential Regulation Authority and Financial Conduct Authority

Catlin Insurance Company (UK) Ltd. is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reg. No. 423308).

4. United Kingdom Data Protection Act 1998

The Insured should understand that any information they have provided will be processed by the Insurers, in compliance with the provisions of the United Kingdom Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Section 3 – Definitions

Accident means a sudden external event which occurs at an identifiable time and place

Acquired Immune Deficiency Syndrome or AIDS shall have the meanings assigned to it by the World Health Organisation, including Opportunistic Infection, Malignant Neoplasm, Human Immuno-deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test for HIV

Activities of Daily Living means

- (a) Bathing: means the ability to wash either in the bath or shower or by sponge bath without the standby assistance of another person. The Insured Crew Member will be considered to be able to bathe even if the above tasks can only be performed by using modified clothing or adaptive devices
- (b) Dressing: means the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn, and to fasten and unfasten them, without the standby assistance of another person. The Insured Crew Member will be considered able to dress even if the above tasks can only be performed by using modified clothing or adaptive devices such as tape fasteners or zipper pulls.
- (c) Eating: means the ability to get nourishment into the body by any means once it has been prepared and made available without the standby assistance of another person.
- (d) Toileting: means the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing without the standby assistance of another person. The Insured Crew Member will be considered able to toilet yourself even if the Insured Crew Member has an ostomy and is able to empty it himself, or if the Insured Crew Member uses a commode, bedpan or urinal, and is able to empty and clean it without the standby assistance of another person.
- (e) Transferring: means the ability to move in and out of a chair or bed without the standby
- (f) assistance of another person. The Insured Crew Member will be considered able to transfer himself even if equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorised devices are used.

Armed Force

Any military or paramilitary organisation

Benefit Period means the period stated in the Schedule during which Benefits are payable

Benefit Review Date means the anniversary of the commencement of the payment of Benefits in relation to an Insured Crew Member

Bodily Injury means a physical injury to an Insured Crew Member caused solely by an Accident together with:

- Any disease or infection directly resulting from such an injury; or
- Any medical or surgical treatment necessitated by such an injury; or
- Dehydration, starvation or exposure to the elements resulting from an Accident

Specified Illness

Any one of the following conditions

Heart Attack

Means the death of a portion of the heart muscle due to inadequate blood supply that has resulted in all of the following evidence of acute myocardial infarction:

- (a) typical chest pain;
- (b) new characteristic electrocardiographic changes; and
- (c) the characteristic rise of cardiac enzymes, troponins or other biochemical markers;

where all of the above shows a definite acute myocardial infarction.

Other acute coronary syndromes, including, but not limited to angina, are not covered under this definition. If the above tests are inconclusive, the Insurer will consider other appropriate and medically recognised tests in support of a diagnosis.

Coronary Artery Bypass Surgery

Means the undergoing of open heart surgery on the advice of a Consultant cardiologist to correct narrowing or blockage of one or more coronary arteries with by-pass grafts but excluding balloon angioplasty, laser relief or any other procedures.

Stroke

A cerebro-vascular incident resulting in permanent neurological damage but excluding Transient Ischaemic Attacks

Major Organ Transplant

The actual undergoing as a recipient of a transplant of a heart, liver, lung, pancreas or bone marrow

Cancer

Any malignant tumour characterised by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term "Cancer" includes leukaemia and Hodgkin's disease but the following are excluded:

- (a) all tumours which are histologically described as pre-malignant, as non-invasive
- (b) or as cancer in situ;
- (c) all tumours of the prostate unless histologically classified as having a Gleason
- (d) score greater than 6, or having progressed to at least TNM classification T2N0M0;

- (e) all forms of lymphoma in the presence of any Human Immunodeficiency Virus;
- (f) Kaposi's sarcoma in the presence of any Human Immunodeficiency Virus;
- (g) any skin cancer other than invasive malignant melanoma.

Kidney Failure

End stage renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which either regular renal dialysis or renal transplant is initiated.

Multiple Sclerosis

An unequivocal diagnosis by a Consultant neurologist of "Multiple Sclerosis" that satisfies all of the following criteria:

- (a) There must be current impairment of motor or sensory function that has persisted for a continuous period of at least six (6) months; and
- (b) The diagnosis must be confirmed by diagnostic techniques currently used by consultant neurologists at the time of the claim.

Parkinson's Disease

Means unequivocal diagnosis of idiopathic "Parkinson's Disease" by a Consultant neurologist where the condition:

- (a) cannot be controlled with medication; and
- (b) shows signs of progressive impairment; and
- (c) renders *You* unable to perform at least three (3) of the five (5) *Activities of Daily Living*.

Drug induced or toxic causes of Parkinsonism are excluded.

Motor Neurone Disease

Means the unequivocal diagnosis of "Motor Neurone Disease" by a Consultant neurologist with persistent neurological deficit resulting in at least a Permanent 25% impairment of whole person function.

Alzheimer's Disease

Means the unequivocal diagnosis of "Alzheimer's Disease" or other dementia as confirmed by a Consultant neurologist, geriatrician, psychiatrist or psycho-geriatrician.

The diagnosis must confirm dementia due to failure of global brain function for which no other recognisable cause has been identified. The condition must result in significant *Cognitive Impairment* and the permanent inability to perform at least three (3) of the five (5) *Activities of Daily Living*. Dementia or "Alzheimer's Disease" as a result of alcohol or drug abuse is excluded.

Loss of Limbs or Eyes

Means that:

You have suffered the total and irrecoverable loss of or loss of use of the:

- (a) sight of both eyes; or
- (b) two limbs; or
- (c) sight of one eye and use of one limb.

Disabled/Disability means the Insured Crew Member being unable by reason solely of Illness or Bodily Injury to attend to his Occupation

Illness means a sickness or disease of the body that is not caused by an Accident or injury, sickness or disease arising from a pregnancy or during childbirth

Independent Medical Practitioner means a registered member of the medical profession who is experienced in the examination of airline personnel or is otherwise qualified to treat the Insured Crew Member's Illness or Bodily Injury, who is not known to the Insured Crew Member and is independent of the Insurer

Insured Crew Member Percentage means the Insured Crew Member's Monthly Benefit as a percentage of their Monthly Income

Insured / Insured Crew Member means the person named in the Schedule as the Insured Crew Member

Insurer means Catlin Insurance Company (UK) Ltd.

Irretrievably Disabled means that an Insured Crew Member suffers a condition that is certified by a Independent Medical Practitioner in accordance with General conditions 1.3 of this Certificate to be sufficient to render the Insured Crew Member unable ever to return to their Occupation

Maximum Age Limit means the Maximum Age Limit stated in the Schedule

Non-Classified Illness means an Illness which:

- (a) is by its nature or in origin, directly or indirectly consequent upon or contributed to by drugs of any type (including alcohol) unless prescribed by a Independent Medical Practitioner; or
- (b) is of such a nature as to be incapable of diagnosis by objective medical evidence and/or the basis of diagnosis is only on the subjective symptoms stated by the person suffering the Illness; or

- (c) is capable of diagnosis by such objective medical evidence, but has not been so diagnosed

Occupation means the employment or activity in which the Insured Crew Member is principally employed by his Employer

Period of Insurance means the "Period of Insurance" as shown in the Schedule

Pre-Existing Medical Conditions means any Bodily Injury, physical condition or the existence of any Illness, disease or any other condition that:

- (a) was diagnosed;
- (b) was treated; or
- (c) the Insured Crew Member Person knew about;

before the Commencement Date

Or for which

- (a) advice for treatment was sought; or
- (b) a physician was consulted

during the twelve months prior to the Commencement Date

Classified Illness means a psychiatric or psychological or mental condition or illness regardless of cause and includes but is not limited to schizophrenia, depression, manic-depressive or bipolar illness, anxiety, stress, headache and/or migraine, vertigo, personality disorders and/or adjustment disorders or other similar conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment. Specified Illness does not apply to dementia if it is the result of:

- (a) a stroke
- (b) trauma
- (c) an identified viral infection
- (d) Alzheimer's disease

Section 4 – Exclusions

This Certificate does not cover Permanent Inability to Fly or Specified Illness directly or indirectly arising out of or consequent upon or contributed to by:

- (a) Active duty with an Armed Force
- (b) Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) (unless the Insured Crew Member demonstrates that such condition was contracted as a direct consequence of medical treatment for an unrelated medical condition).
- (c) Mental disorders (unless caused solely and directly by an Accident) including, but not limited to eating disorders, anxiety disorders, psychotic disorders, affective disorders, personality disorders, alcohol or substance use disorders, somatoform disorders, dissociate disorders, psychosexual disorders, adjustment disorders, organic mental disorders, mental retardation and autism
- (d) Chronic fatigue syndrome or myalgia
- (e) Any Pre-Existing Condition that

EITHER

- i. has been disclosed to the Insurer in the Application and
- ii. in respect of which the Insurer has declined to provide coverage

OR

- iii. has not been disclosed to the Insurer in the Application
- (f) A criminal act committed by the Insured Crew Member
- (g) Any deliberate attempt by the Insured Crew Member to sustain a Bodily Injury or Illness
- (h) Specified or non-Specified Illness
- (j) Undertaking a professional sport for remuneration
- (k) any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Section 5 –Conditions

1. Claims

- 1.1 The Insured Crew Member must notify the Insurer in writing as soon as is reasonably practicable of an event that may give rise to a claim under this Certificate
- 1.2 Claims must be notified to the Insurer as soon as is reasonably practicable after the event giving rise to the claim. If the Insurer's position is prejudiced by the late notification of a claim, this may adversely affect the settlement of the claim by the Insurer.
- 1.3 It is a condition of payment of any Benefit that the Insured Crew Member provides the Insurer with such evidence to substantiate the claim as they may reasonably require. The Insured Crew Member must submit at the Insurer's expense to any medical examination conducted by an Independent Medical Practitioner appointed by the Insurer. Satisfactory proof of age may be required prior to any payment of Benefits.
- 1.4 Any notice served by the Insured Crew Member under this Certificate must be sent to the Insurer

2. Payment of Benefits

- 2.1 All Benefits will be paid to the Insured Crew Member or their personal representatives.
- 2.2 All payments shall be made in US Dollars / GBP / Euro unless specifically agreed elsewhere in writing.

3. Variation/Interpretation

- 3.1 The terms and conditions of this Certificate may be varied at anytime during the Period of Insurance providing it is agreed to in writing by the Insurer and the Insured Crew Member.
- 3.2 Special Conditions in relation to this Certificate may be agreed to in writing between the parties from time to time.

4. Cancellation

- 4.1 This Certificate is an annual contract and neither the Insured Crew Member nor Insurer can cancel this Certificate during the Period of Insurance EXCEPT by mutual agreement after the Cooling Off Period.
- 4.2 If Premium or an installment of Premium remains unpaid for 30 days or more after its due date, the Insurer may cancel cover under this Certificate with immediate effect upon notice to the Insured Crew Member. If no Premium has been paid at all in respect of this Certificate, the Insurer may treat the Certificate as if it had never existed. If an installment remains unpaid, the Insurer may only cancel coverage from the start date of the period to which the installment relates. The Insurer's liability to pay claims is limited to disabilities that commence during the period for which this Certificate is in force and to disabilities that commence during that period.

5. Law and Jurisdiction – Notice to the Insured Crew Member

Unless specifically agreed to the contrary this insurance shall be governed by the laws of United Arab Emirates/Sultanate of Oman/Kuwait and subject to the exclusive jurisdiction of the courts of United Arab Emirates/Sultanate of Oman/Kuwait

Unless we agree otherwise the language of this Insurance Contract and all communications relating to it will be in English.

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6. Automatic Cessation of Liability in respect of the Insured Crew Member

Notwithstanding any other provision contained in this Section, cover automatically and immediately ceases in respect of the Insured Crew Member upon the first to occur of the following:

- (a) the death of the Insured Crew Member,
- (b) the Insured Crew Member attains the Maximum Age Limit,
- (c) the day that an Insured Crew Member commences duty with an Armed Force,
- (d) permanently ceasing to be employed in their occupation as a commercial airline pilot.

7. Assignment

This Certificate cannot be assigned.

8. Notice and Communication

The contact address and preferred communication media specified for the Insured Crew Member must be kept up to date at all times.

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