

Individual loss of training expenses insurance

Policy wording

Introduction

This insurance is provided through Hiscox Global Flying a division of Hiscox Underwriting Ltd 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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Our promise to you

In return for the premium paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Definitions

Words shown in **bold** type to which a specific meaning is given below shall have the same meaning wherever they appear in this **policy**.

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.

Bodily injury

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

Date of loss

The first day that:

- i. **you** are suspended from training, or
- ii. **you** are prevented from acting in the capacity for which the licence/certificate is held following completion of the **training course**

as a direct result of sustaining **bodily injury** or **illness**

Illness

Any sickness or disease (not falling within the definition of **bodily injury**) which first becomes apparent during the **period of insurance**.

Mental or behavioural disorder

Any disorder(s) diagnosed by a qualified medical 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:

- 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.

Period of insurance

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

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** have been treated at any time prior to the inception of this insurance.

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Policy	This insurance document and the schedule , including any endorsements.
Sum insured	The most we will pay as shown in the schedule .
Schedule	The document showing your name, your address and your insurance details that we sent you when we accepted this insurance or following any subsequent amendment to your cover, whichever is the more recent.
Terrorism	Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of 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 or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
Training course	The training course which has been paid for or contracted to be paid in order for you to obtain a pilots licence/type rating.
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 cadet pilot named in the schedule .

What is covered

Inability to complete your training course	<p>If you suffer bodily injury or illness during the period of insurance and such bodily injury or illness prevents you from:</p> <ol style="list-style-type: none"> i. completing the training course; or ii. acting in the capacity for which a licence/certificate is held following completion of the training course <p>we will indemnify you, up to the sum insured, against the amount of irrecoverable training expenses which have been incurred by you at the date of loss.</p> <p>If you have completed the training course we will only make such a payment if a long term unfitness assessment has been issued by the licence issuing authority. If a long term unfitness assessment has not been issued we will review all the medical evidence available and consider making a payment under this insurance if, in the opinion of our medical adviser, you are unlikely to obtain restoration of your licence/certificate within 36 months from the date of loss.</p> <p>In the event of your resuming training or your licence/certificate being restored within 36 months from the date of settlement of the claim, we may require you to repay us a pro-rata proportion of the sum we have paid.</p>
Living expenses while training	<p>If you are unable to complete the training course as a result of your bodily injury or illness and we have agreed to pay your claim, we will indemnify you for the irrecoverable accommodation expenses that have been incurred by you at the date of loss while taking part in your training course. We will not pay more than the amount you are contractually liable to pay ABN Amro or 12 months of accommodation expenses, whichever is the lesser.</p> <p>The amount we pay for your irrecoverable accommodation expenses is included within and is not in addition to the sum insured.</p>

What is not covered

- | | |
|----|--|
| A | We will not make any payment for bodily injury occurring or illness becoming apparent more than 48 months from the date of your Class 1 Medical Certificate was first issued to you . |
| B. | We will not make any payment for any claim directly or indirectly due to: |
| 1. | your death; |
| 2. | intentional self-injury or attempted suicide or assault provoked by you ; |

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3. a criminal act by **you**;
4. **your** taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
 - b. the following scuba diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, or any dive below 30 metres. Any other scuba diving activities are only covered if **you**:
 - i. hold the British Sub Aqua Club "Sports Diver" certificate or the Professional Association of Diving Instructors "Open Water" certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which **you** would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test or any other activity which is known to carry an increased risk of personal injury;
 - d. any sporting activity for gain or reward;
 - e. active duty with the Armed Forces other than part-time non-combatant duties;
 - f. acrobatic or stunt flying activities.
5. **mental or behavioural disorder**;
6. **bodily injury** or **illness** consequent upon or due to alcohol, drugs or narcotics;
7. **bodily injury** or **illness** which is incapable of diagnosis;
8. **your** being denied training for reasons other than as covered in this policy;
9. Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) or any virus, complex or syndrome that is related to the foregoing and any sexually transmitted disease;
10. **war or related risks**;
11. **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;
12. **previous disability**;
13. pregnancy or childbirth unless **your** inability to complete the **training course** is a direct consequence of complications arising from such pregnancy or childbirth;
14. subsequent change(s) in medical standards to those prevailing at the inception of this **policy** issued by the licence issuing authority or any other competent authority including government, which materially increases or extends **our** liability.

Conditions

The following conditions apply to the whole of this **policy**.

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|-------------------------|---|
| Basis of insurance | <ol style="list-style-type: none"> 1. We have relied on all the information provided by you or on your behalf in deciding to accept this insurance.

All facts and matters which might be relevant to our consideration of your proposal must be disclosed and all material representations made to us must be true, otherwise we can refuse to pay a claim or we can treat this insurance as though it had never existed. |
| Change of circumstances | <ol style="list-style-type: none"> 2. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. (A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.)

If you fail to comply with this condition we will not be liable to pay any claim under this insurance. |

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Premium payment	3. We will not make any payment under this policy unless you have paid the premium. If you fail to comply with this condition we will not be liable to pay any claim under this insurance.
Cancellation	4. You may cancel this insurance by writing to us within 15 days from the start of this insurance (plus postage time) and receive a full premium refund if you have not made a claim. After this you can cancel this insurance at any time by writing to us or your insurance broker. If you have not made a claim, we will return any premium paid for the remaining period of insurance . We can cancel this insurance by sending 30 days' notice in writing by registered post or recorded delivery to: <ul style="list-style-type: none"> a. your last known address. We will return any premium paid for the remaining period of insurance; b. you and/or your representative in the event of non-payment of premium within 30 days of inception of the period of insurance and/or expiry of the terms of credit. 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	5. The policy will automatically terminate and cease to have effect upon the sooner of the following: <ul style="list-style-type: none"> a. payment of an insured claim under this policy; b. your obtaining gainful employment in relation to the licence/type rating for which the training course was undertaken; c. 48 months having elapsed from the date of your First Class Medical Certificate was first issued to you; or c. the expiry or cancellation date of this policy.
Rights of third parties	6. We and you are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
Other insurance	7. In order to recover the full benefits payable under this policy , you must have notified us of any other training expenses insurance and the existence of that other insurance must have been noted and accepted by us before a claim arises. If no such prior notification has been given, this policy is deemed to be surplus to all other valid and collectable insurances. Any payment under these circumstances will only be the difference between the maximum allowable under this policy and all other valid insurance, subject always to the sum insured .
Law and jurisdiction	8. Unless some other law is agreed in writing, this policy will be governed by the laws of England. If there is a dispute arising out of or relating to this insurance, the dispute will only be dealt with in the courts of England.
Non-disclosure, misrepresentation and false claims	9. If you , or any representative of yours , have not told us about or have misrepresented any facts or circumstances which might affect our decision to provide this policy or the terms of this insurance, or you have made a false claim, we can refuse to pay a claim or we can treat this insurance as though it had never existed.

Claims conditions

1. **You** must:
 - a. notify **us** as soon as reasonably possible about any incident which **you** may need to claim for under this **policy**, and in any event not later than 30 days from the first day **you** are suspended from training as a direct result of **bodily injury** or an **illness**, by notifying:

Hiscox Global Flying
Hiscox House
Sheepen Place
Colchester
Essex CO3 3XL
Tel no: +44 (0)845 213 8710
Email: global-flying@hiscox.com

Such notification 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 of a claim by telephone message is not deemed to be proper notice of a claim;
 - b. at **our** request and expense, submit to an independent medical examination in the event of **bodily injury** or **illness**;
 - c. authorise **us** to obtain:
 - i. details of all medical reports and hospital records and obtain information from any physicians, surgeons and hospital authorities concerned with the treatment of, or consulted by **you**;
 - ii. 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 qualify for any future licence/rating training or have **your** licence/certificate restored. If the opinion is that **you** are unlikely to obtain such qualification or restoration of **your** licence/certificate, **we** will accept that opinion as evidence in **your** favour;
 - d. 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 medical questionnaire on request;
 - e. notify **us** as soon as reasonably possible if any action against a third party relating to the training course is planned or contemplated;
 - f. notify **us** as soon as reasonably possible upon becoming aware of any investigation, Court of Enquiry or similar proceedings likely to affect this **policy** and give all possible assistance and information to lawyers appointed by **us** as they may reasonably require;
 - g. provide to **us** satisfactory proof of:
 - i. the happening of the event in respect of which the **sum insured** will become payable;
 - ii. any other information that **we** may require.
2. **We** shall not be obliged to settle a claim under this **policy** 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 the claim is received by **us**. No claim shall be payable if **you** die within such 180 days period.
3. 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 **policy**.

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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 experienced in the medical examination of flying personnel.

We also reserve the right to request **you** to undergo reasonable medical treatment and investigations, at **our** expense if, in **our** and **our** medical advisers opinion, such treatment and/or investigations would probably enable **you** to continue the course or re-train to obtain a licence/type rating.

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 experienced in the examination of flying personnel 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**.

Complaints procedure

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, and whether justified or not, about a service or activity provided by **us**.

Please contact **us** or **your** insurance broker in the first instance. Please be ready to quote the details of **your** insurance (your surname and initials, **policy** number, 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** 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 this insurance, **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.