

**Individual Permanent Loss of  
Licence Insurance**

Form SJC2014ILL-DC – Full sickness

Specimen

## **Introduction**

Please read this Policy and ensure that it meets your requirements. Any change to the information in the Schedules must be advised to the Insurer immediately.

The Insurer will pay the Benefits defined in this Policy if the Insured becomes Disabled in the circumstances set out in this Policy. The payment of Benefits is always subject to the terms and conditions of this Policy. The Insured must pay the Premium as and when it falls due. Payment of any Benefits will be made to the Insured.

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

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

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

## **Rights under the Policy**

This is a personal policy between the Insured and the Insurer. No third party has any right to enforce any of the obligations or receive any of the benefits under this Policy.

## **Accuracy of Information provided to the Insurer**

All information provided to the Insurer by the Insured or the Intermediary when applying for this Policy or when making any changes to it must be true and complete.

If the Insured provides incorrect information or fails to advise the Insurer of material information, whether inadvertently or deliberately, the Insurer may at its sole discretion:

- 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.

## Definitions

- **Accident**

A sudden external event that occurs at an identifiable time and place.

- **Application**

The proposal form, including any information on which the Insurer has relied in deciding whether or not to accept the insurance or on what terms, submitted by the Insured.

- **Armed Force**

Any military or paramilitary organisation.

- **Benefits**

The Long Term Inability to Fly benefit defined under the Benefits section and which are shown as insured in the Schedule of Benefits.

- **Benefit Period**

The period for which Inability to Fly Benefits can be paid.

In respect of Illness falling within the illnesses specified in Schedule 2 this period can not exceed 12 months.

In respect of Bodily Injury or any Illness not specified in Schedule 2, this period cannot exceed the Maximum Benefit period shown in the Schedule of Benefits.

- **Bodily Injury**

A physical injury to the Insured 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.

- **Disabled / Disablement / Disability**

Failing to reach and maintain the required medical standards for all Medical Certificates required by the Insured with the result that the Insured is unable to undertake flying duties.

- **Illness**

A sickness or disease of the body that is not caused by an Accident; or

A mental or behavioural disorder as listed in the Schedule of Permitted Mental or Behavioural disorders appended to this Policy; or

Injury, sickness or disease arising from a pregnancy or during childbirth.

- **Insured**

The person named in the Schedule to the Policy.

- **Insurer**

Catlin Insurance Company (UK) Ltd

- **Licence Issuing Authority**

The regulatory authority responsible for issuing the licence that permits the Insured to undertake flying duties.

- **Medical Certificate**

A certificate that validates that the Insured has reached the medical standards required by the Licence Issuing Authority in order to undertake his Occupation.

- **Medical Practitioner**

A registered member of the medical profession who is experienced in the examination of airline personnel or is otherwise qualified to treat the Insured's Illness or Bodily Injury, who is not known to the Insured and is independent of the Insurer.

- **Occupation**

The occupation of the Insured as declared to the Insurer.

- **Pre-Disability Earning**

The average monthly income, including any additional flight allowances and any other income related to flying activities, after the deduction of income and other payroll taxes for the 3 complete months immediately prior to the start of Disability.

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The average monthly income, including any additional flight allowances and any other income related to flying activities, after the deduction of income and other payroll taxes for the 3 complete months immediately prior to the start of Disability.

- **Pre-Existing Condition**

Any Bodily Injury or Illness that occurs prior to the Retroactive Date specified in the Schedule to the Policy.

- **Waiting Period**

The Waiting Period stated in the Schedule of Benefits beginning with the commencement of a Disability.

## **Benefits**

- **Long Term Inability to Fly Benefit**

If the Insured becomes Disabled during the Period of Insurance as a consequence of Bodily Injury or Illness other than an Illness defined in Schedule 2 of this Policy (Permitted Mental and Behavioural Disorders in respect of Inability to Fly only) then the Insurer will pay the Long Term Inability to Fly Benefit shown in the Schedule of Benefits if, in the opinion of the Insurer (subject to the Insured's right to seek a review of this

opinion under the Medical Disagreements Condition), the Insured will remain Disabled for 5 years from the start of Disablement.

No Long Term Inability to Fly benefit will be paid if the Insured dies within 30 days of the start of Disablement unless liability has already been admitted by the Insurer.

Inability to Fly benefit automatically and immediately ceases on the first to occur of the following:

- the Insured ceasing to be employed in their Occupation with the Insured other than as a consequence of a Disability covered by this Policy;
- the Insured attaining the Maximum Age Limit;
- a payment becoming due for Long Term Inability to Fly benefit or
- the death of the Insured.

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## Exclusions

No Benefit will be paid if the Bodily Injury or Illness is the consequence of or consists of:

- **Criminal Acts**

A criminal act by the Insured.

- **Armed Forces**

Active duty with any Armed Force.

- **Intentional Self-Injury**

Any deliberate attempt by the Insured to sustain a Bodily Injury or Illness.

- **HIV/AIDS**

Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) (unless the Insured demonstrates that such condition was contracted as a direct consequence of medical treatment for an unrelated medical condition).

- **Pre-Existing Conditions**

Any Pre-Existing Condition unless notified to and accepted by the Insurer prior to the inception of this Policy.

- **Mental and Behavioural Disorders**

Any condition listed in Chapter V of the World Health Organisation International Classification of Diseases - 10 (ICD-10), Mental and Behavioural Disorders, other than as set out in Schedule 1 of Permitted Mental and Behavioural Disorders attached and subject to the terms and conditions set out in such Schedule.

- **Mental and Behavioural Disorders – restricted cover for certain conditions**

No Permanent Inability to Fly Benefit will be paid if the Bodily Injury or Illness is the consequence of an Illness defined in Schedule 2 of this Policy

## Conditions

### • Automatic Cessation of Cover for the Insured

Cover under this Policy ceases automatically once:

- the Insured ceases to be employed in his Occupation other than as a consequence of a Disability covered by this Policy;
- the Insured is paid the Long Term Inability to Fly Benefit;
- the Insured attains the Maximum Age Limit; or
- the Insured dies.

The Insured shall remain entitled to any Benefits accrued up to and including the date of cessation of cover.

### • Obligations in relation to Premium

The Insured is obliged to pay the Premium to the Insurer as and when it falls due.

The Insurer may cancel this Policy or suspend cover by writing to the Insured if any Premium remains unpaid 30 days after its due date.

The Premium is payable in full on the Inception date shown in the Schedule to the Policy. If the Premium remains unpaid for 30 days after its due date, the Insurer may treat this Policy as if it had never existed.

If the Premium is payable by instalments and an instalment remains unpaid for 30 days after its due date, cover may be suspended from the due date and the Insurer will have no liability for any claim arising from a disability that commences during the period to which such unpaid Premium relates.

The Insurer will give written notice of the cancellation or suspension of this Policy to the Insured at the address specified in the Schedule to the Policy.

### • Obligation to notify the Insurer promptly of a Disability

The Insured must notify the Insurer of:

- any Disablement within 60 days of the start of any Disability; or
- any absence of the Insured from his occupation for more than 30 continuous days (save for annual leave).

Notice under this condition shall be given in writing using a disability reporting form available on request from the Insurer.

The Insurer will be entitled to refuse to pay or, at its sole discretion, defer payment of Benefits if the Insured does not comply with the terms of this condition precedent.

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**• Obligation to assist Insurer's investigation of a claim and to minimise loss**

The Insured must provide all assistance and information reasonably required by the Insurer in relation to a claim (either initially or throughout any period of Disability) which may include but is not limited to:

- making all efforts in a timely manner to regain the Medical Certificate
- presentation to the Licence Issuing Authority (which includes appeal of a decision by the Licence Issuing Authority)
- attendance at independent medical examinations

The Insurer may refuse to pay or defer payment of any Benefits otherwise available under this Policy if the Insured does not comply with this Condition.

**• Right of the Insurer to make additional enquiries**

On receipt of a Disability Reporting form and periodically during a period of Disability, the Insurer may make any additional enquiries in order to assess the claim or continued right to receive Benefits under this Policy.

The Insurer may refuse to pay or defer payment of any Benefits otherwise available under this Policy if the Insured does not comply with this Condition.

**• Insurer's assessment of claims**

The Insurer will endeavour to advise the Insured of their decision in relation to the admission or rejection of a claim within 30 days from the receipt of all information required by the Insurer.

**• Medical Disagreements**

If the Insurer and the Insured are unable to agree if

- the Insured is Disabled or no longer Disabled; or
- medical treatment proposed to be undergone by the Insured could assist the Insured in no longer being Disabled;

then such disagreement will be decided by a referee appointed by the Dean of the Faculty of Occupational Medicine of the Royal College of Physicians in London, England.

The referee must be a Medical Practitioner

The decision of the referee is final and binding on all parties. The cost of the referral will be borne

- if the referee upholds the Insured's complaint, by the Insurer; and
- in all other circumstances, equally between the Insured and the Insurer

**• Fraudulent Claims**

The Insurer may treat this Policy as if it had never existed, retain any premium received, and recover any monies paid if the Insured makes a claim that is fraudulent.



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- **Governing Law**

The governing law of this Policy shall be the laws of the country or territory specified in the Schedule to the Policy.

- **Jurisdiction**

If the Insurer fails to pay any amount claimed to be due, the Insurer, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the territory specified in the Schedule to the Policy.

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## **Disputes, Complaints and Data Protection**

### **Questions and Complaints**

If you have any questions or concerns about your insurance or the handling of a claim you should contact the broker named in the Schedule through whom this insurance was arranged:

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

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

Complaints Manager  
Catlin Insurance Company (UK) Ltd.  
20 Gracechurch Street  
London  
EC3V 0BG  
Telephone Number: 020 7743 8487  
Email: [Catlinukcomplaints@catlin.com](mailto:Catlinukcomplaints@catlin.com)

Complaints that cannot be resolved by the Complaints Manager may be referred to the Financial Ombudsman Service at:

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

### **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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**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](http://www.fscs.org.uk)

**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).

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## Schedule of Permitted Mental and Behavioural Disorders

### Schedule 1 – Mental and Behavioural Disorders Permitted in respect of Long term Inability to Fly Benefit

For a complete description of each item, refer to the World Health Organisation (WHO) Official Publication, in particular ICD-10, Chapter V.

WHO Code	WHO Condition Title
F00.0	Dementia in Alzheimer's disease with early onset
F00.1	Dementia in Alzheimer's disease with late onset
F00.2	Dementia in Alzheimer's disease, atypical or mixed type
F00.9	Dementia in Alzheimer's disease, unspecified
F01.0	Vascular dementia of acute onset
F01.1	Multi-infarct dementia
F01.2	Subcortical vascular dementia
F01.3	Mixed cortical and subcortical vascular dementia
F01.8	Other vascular dementia
F01.9	Vascular dementia, unspecified
F02.0	Dementia in Pick's disease
F02.1	Dementia in Creutzfeldt-Jakob disease
F02.2	Dementia in Huntington's disease
F02.3	Dementia in Parkinson's disease
F20.0	Paranoid schizophrenia
F20.1	Hebephrenic schizophrenia
F20.2	Catatonic schizophrenia
F20.3	Undifferentiated schizophrenia
F20.4	Post-schizophrenic depression
F20.5	Residual schizophrenia
F20.6	Simple schizophrenia
F20.8	Other schizophrenia
F20.9	Schizophrenia, unspecified
F21	Schizotypal disorder
F22.0	Delusional disorder
F22.8	Other persistent delusional disorders
F22.9	Persistent delusional disorder, unspecified
F23.0	Acute polymorphic psychotic disorder without symptoms of schizophrenia
F23.1	Acute polymorphic psychotic disorder with symptoms of schizophrenia
F23.2	Acute schizophrenia-like psychotic disorder
F23.3	Other acute predominantly delusional psychotic disorders
F25.0	Schizoaffective disorder, manic type
F25.1	Schizoaffective disorder, depressive type
F25.2	Schizoaffective disorder, mixed type
F25.8	Other schizoaffective disorders
F25.9	Schizoaffective disorder, unspecified
F28	Other nonorganic psychotic disorders

F29	Unspecified nonorganic psychosis
F30.0	Hypomania
F30.1	Mania without psychotic symptoms
F30.2	Mania with psychotic symptoms
F30.8	Other manic episodes
F30.9	Manic episode, unspecified
F31.0	Bipolar affective disorder, current episode hypomanic
F31.1	Bipolar affective disorder, current episode manic without psychotic symptoms
F31.2	Bipolar affective disorder, current episode manic with psychotic symptoms
F31.3	Bipolar affective disorder, current episode mild or moderate depression
F31.4	Bipolar affective disorder, current episode severe depression without psychotic symptoms
F31.5	Bipolar affective disorder, current episode severe depression with psychotic symptoms
F31.6	Bipolar affective disorder, current episode mixed
F31.7	Bipolar affective disorder, currently in remission
F31.8	Other bipolar affective disorders
F31.9	Bipolar affective disorder, unspecified

#### Schedule 2 – Mental and Behavioural Disorders Excluded

For a complete description of each item, refer to the World Health Organisation (WHO) Official Publication, in particular ICD-10, Chapter V.

Those items specified in Schedule 1 are excluded from this list as benefit is not restricted for these conditions

WHO Block Codes	WHO Block Class Type
F00-F09	Organic, including symptomatic, mental disorders
F10-F19	Mental and behavioural disorders due to psychoactive substance use
F20-F29	Schizophrenia, schizotypal and delusional disorders
F30-F39	Mood [affective] disorders
F40-F48	Neurotic, stress-related and somatoform disorders
F50-F59	Behavioural syndromes associated with physiological disturbances and physical factors
F60-F69	Disorders of adult personality and behaviour
F70-F79	Mental retardation
F80-F89	Disorders of psychological development
F90-F98	Behavioural and emotional disorders with onset usually occurring in childhood and adolescence
F99	Unspecified mental disorder