

SCHEDULE

1. Policy Number:

2. Insured:

Address:

3. Period of Insurance: From ,
To both days inclusive

Local Standard Time at the address of the Insured stated above.

4. Maximum Sum Insured: € 500,000

5. Benefits:

Long Term Disability as a result of: % of Maximum Sum Insured

a)	Bodily Injury	100%
b)	Illness other than as described in c), d) or e) below	100%
c)	Illness which is incapable of diagnosis or has not been diagnosed as an Illness	100%
d)	Psychological or Psychiatric Disorder(s)	25%
e)	Classified Illness	50%

Excess Period: 90 consecutive days

Temporary Total Disability as a result of: % of Maximum Sum Insured

a)	Bodily Injury	2% per month
b)	Illness other than as described in c), d) or e) below	2% per month
c)	Illness which is incapable of diagnosis or has not been diagnosed as an Illness	2% per month
d)	Psychological or Psychiatric Disorder(s)	2% per month
e)	Classified Illness	2% per month

but Benefits a) to e) are limited to 75% of net monthly income of the Insured Person derived from the Licence(s) / Certificate(s)

Maximum Benefit Period: 12 consecutive months

Excess Period: 90 consecutive days but 180 consecutive days in respect of 5 c) above.

6. Pre-existing Condition(s) Exclusion Period: 2 Years

7. Territorial Scope: Worldwide.

8. Law and Jurisdiction: This Contract of Insurance shall be governed by English Law and the courts of England and Wales shall have exclusive jurisdiction over any matter relating to this Contract of Insurance.

9. Premium:

Due Date: 1 July 2018

Broker : Padraic Smith & Co Ltd 8-9 Marino Mart Dublin 3 Ireland
info@psmith.ie + 353 1 8330888



Travelers Syndicate 5000

Group Aviation Loss of Licence Insurance

IMPORTANT NOTICE

Please read this **Contract of Insurance** carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Contact the broker stated in the Schedule immediately if any corrections are necessary.

QUESTIONS OR CONCERNS ABOUT YOUR INSURANCE

If you have any questions or concerns about this Insurance or the handling of a claim you should, in the first instance, contact the broker who arranged your Insurance quoting the Policy Number specified in the Schedule.

Claims Procedure

If you wish to make a claim, please contact the broker who arranged your Insurance quoting the Policy Number specified in the Schedule.

Complaints Procedure

Our promise to you:

- We will acknowledge complaints promptly;
- We will investigate quickly and thoroughly;
- We will keep you informed of progress;
- We will do everything to resolve your complaint fairly;
- We will learn from our mistakes and use your feedback continually to improve our service.

What to do if you have a complaint.

If you have a complaint, please contact us on 0203 207 6000 or email us at CustomerRelations@travelers.com.

For full information on your rights and how we will handle your complaint, please see our website here: http://www.travelers.co.uk/documents/ComplaintsProcedure_Inc_Lloyds.pdf

Using Personal Information

How we treat information about you and your rights under data protection legislation

In order to provide our insurance services, we (Travelers Syndicate Management Limited acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.



Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click:

<http://www.travelers.co.uk/main/privacy-policy.aspx>



THE CONTRACT OF INSURANCE

The **Insured** having made to **Underwriters** an **Application** containing particulars and statements and in consideration of payment of the premium, **Underwriters** will provide insurance in accordance with this **Contract of Insurance** during the **Period of Insurance** (or during any subsequent **Contract of Insurance** agreed between **Underwriters** and the **Insured** for which the **Insured** may make a further **Application** and for which **Underwriters** may accept payment) subject to the terms contained herein or endorsed hereon.

The **Contract of Insurance**, Schedule(s) and any endorsements shall be read as one contract and any word or expression to which a specific meaning has been attached in any part of the **Contract of Insurance**, its endorsement(s) (if any) or the Schedule(s) shall bear the same meaning wherever it may appear.

In the event of any inconsistency between the **Application** and the **Contract of Insurance** the terms of the **Contract of Insurance** will prevail.

In the event of any inconsistency between the Schedule and the **Contract of Insurance** the terms of the Schedule will prevail, it being understood that **Underwriters'** liability under this **Contract of Insurance** shall not exceed the benefits as stated in the Schedule and shall apply only to those coverages for which a benefit is shown.

Any general or specific reference to statute(s) or statutory provisions shall be construed as including a reference to any statutory modification, consolidation or re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder and any conditions attaching thereto.

Certain words in this **Contract of Insurance** are printed in **bold**. Those words have special meaning and are defined in the Definitions section of the **Contract of Insurance** and have the meaning defined in that section.

In this **Contract of Insurance** unless the context otherwise requires:

1. The singular includes the plural, and vice versa and the possessive;
2. The male gender includes the female and neutral genders;
3. Person includes a body corporate; and
4. Headings and notes are for information purposes only and are not to be construed as part of the **Contract of Insurance**.



COVERAGE

In consideration of the payment of the premium, **Underwriters** will pay to the **Insured Person** the benefits stated in the Schedule in the event of **Loss of Licence(s) / Certificate(s)** held by the **Insured Person** as a result of **Bodily Injury** or **Illness** leading to **Long Term Disability** or **Temporary Total Disability**.

Long Term Disability

Underwriters will pay to the **Insured Person** the benefit stated in the Schedule in the event of **Loss of Licence(s) / Certificate(s)** held by the **Insured Person** resulting from a **Long Term Disability**.

In the event the relevant licence issuing authority does not permanently revoke the **Licence(s) / Certificate(s)** held by the **Insured Person** or issue a long term unfitness assessment within 24 (twenty four) months from the **Date of Loss**, **Underwriters** will review all the medical evidence available and may pay the benefit stated in the Schedule if, in the opinion of the **Underwriters'** medical adviser, the **Insured Person** is unlikely to obtain restoration of their **Licence(s) / Certificate(s)** within 36 months from the date of settlement of the claim.

In the event of the **Licence(s) / Certificate(s)** being restored within 18 months from the date of settlement of the claim, **Underwriters** may require the **Insured** to repay to **Underwriters** a pro-rata proportion of the benefit paid.

Benefit payment is subject to the **Excess Period** stated in the Schedule.

Temporary Total Disability

Underwriters will pay to the **Insured Person** the benefit stated in the Schedule in the event of **Temporary Total Disability**.

Benefit payment is subject to:

1. The **Excess Period** stated in the Schedule; and
2. The **Recovery, Recurrent and Subsequent Disability** definition;
3. Proof of the continuance of disability evidenced by regular attendance and treatment by a **Medical Practitioner**.

Benefit payment will cease:

- a. When the **Insured Person** is able to engage in the **Insured Person's** regular occupation and perform the normal duties thereof or upon the restoration of the **Licence(s) / Certificate(s)** by the relevant licence issuing authority whichever shall occur first, whether or not the **Insured Person** chooses to return to normal duties; or
- b. Upon issuance of a long term unfitness assessment or permanent revocation of the **Licence(s) / Certificate(s)** by the relevant licence issuing authority; or
- c. Upon expiry of the **Maximum Benefit Period**.

The monthly benefit payable shall not exceed 75% (seventy five percent) of the **Insured Person's** net monthly income (defined as earnings accruing solely from all **Licence(s) / Certificate(s)** held by the **Insured Person**) which are lost in consequence of the **Temporary Total Disability**.

The payment of benefits accruing from all **Licence(s) / Certificate(s)** held by the **Insured Person** shall be apportioned pro-rata, as to time, and be payable from 30 (thirty) days subsequent to the benefit due date.

All benefits paid or due to an **Insured Person** for **Temporary Total Disability** will be deducted from the **Maximum Sum Insured** payable to such **Insured Person** for **Long Term Disability**.

DEFINITIONS

Accident	A sudden, violent, unforeseen, external and visible event which occurs at an identifiable time and place during the Period of Insurance . An Accident shall also include exposure of the Insured Person to the elements resulting from a mishap to a conveyance in which the Insured Person is travelling.
Actively At Work	The Insured Person is in good health and is not only present at the Insured Person's place of work but is mentally and physically capable of carrying out the Insured Person's normal regular duties associated with the job for which the Insured Person is employed and in the capacity for which the Licence(s) / Certificate(s) is held.
Application	The signed proposal form plus any attachments. All such proposal forms and attachments are deemed to be attached to, incorporated into and form part of this Contract of Insurance .
Attachment Date	The date from which the Insured Person is added to the Contract of Insurance stated in the Schedule of Insured Persons.
Bodily Injury	An identifiable physical injury which is caused by an Accident and solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, which occasions the Long Term Disability or Temporary Total Disability of the Insured Person .
Classified Illness	An Illness which is directly or indirectly caused by alcohol or drugs or both.
Contract of Insurance	The Schedule, the Schedule of Insured Persons, Coverage, Definitions, Conditions, Exclusions, any endorsements hereto, and the Application .
Date of Loss	<ol style="list-style-type: none"> Bodily Injury The first day that the Insured Person is prevented from acting in the capacity for which a Licence(s) / Certificate(s) is held as a direct result of Bodily Injury. Such prevention must be evidenced by Underwriters' receipt within 30 (thirty) days of the date of loss of a permanent revocation or temporary unfitness assessment issued by the relevant licence issuing authority. Illness The first day that the Insured Person is suspended from active duty consequent upon the issuance of a temporary suspension or issuance of a long term unfitness assessment or permanent revocation of the Licence(s) / Certificate(s) held by the Insured Person. Suspension must be evidenced by the receipt by Underwriters within 28 (twenty eight) days of issuance of a temporary suspension, long term unfitness assessment or permanent revocation issued by the relevant licence issuing authority, failing which, the date of loss shall not be deemed to be earlier than the date of receipt by Underwriters of the same.
Excess Period	The period starting from the Date of Loss 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 Bodily Injury) which occasions the Long Term Disability or Temporary Total Disability of the Insured Person .
Insured	The entity stated in the Schedule.
Insured Person	An employee of the Insured stated in the Schedule of Insured Persons.
Licence(s) / Certificate(s)	All aviation licence(s) / certificate(s) issued by the relevant licence issuing authority and held by the Insured Person in connection with the Insured Person's occupation.

Long Term Disability

The **Insured Person** is prevented from acting in the capacity for which the **Insured Person** holds a **Licence(s) / Certificate(s)** due to the **Licence(s) / Certificate(s)** being permanently revoked or a long term unfitness assessment being issued by the relevant licence issuing authority as a result of **Bodily Injury** or **Illness**, within 24 (twenty four) months from the **Date of Loss**.

Loss of Licence(s) / Certificate(s)

Absolute prevention by the relevant licence issuing authority, as a direct result of **Bodily Injury** or **Illness**, from acting in the capacity for which a **Licence(s) / Certificate(s)** is held.

Maximum Benefit Period

The period starting from the expiry of the **Excess Period** and ending after the Maximum Benefit Period stated in the Schedule.

Maximum Sum Insured

The amount payable by **Underwriters** in the event of the **Loss of Licence(s) / Certificate(s)** stated in the Schedule of Insured Persons. Payment will be dependent upon earnings accruing solely from all **Licence(s) / Certificate(s)** held by the **Insured Person**.

Medical Practitioner

A registered, qualified, practising member of the medical profession who is not connected with the **Insured** and who is not acquainted with or related to the **Insured Person**.

Period of Insurance

The dates and time for which this **Contract of Insurance** is in force stated in the Schedule.

Pre-Existing Condition(s)

1. Pre-existing physical condition(s)

Physical impairment, defect, degenerative process or infirmity existing before the **Attachment Date** stated in the Schedule of Insured Persons.

For the purpose of this definition a physical impairment, defect, degenerative process or infirmity exists before the **Attachment Date** if it has been diagnosed by a **Medical Practitioner** before the said **Attachment Date** or in the event that it has not been diagnosed then in the opinion of a **Medical Practitioner** the **Insured Person** could reasonably have been expected to be aware of its existence at the **Attachment Date** of the relevant **Insured Person**.

2. Pre-existing **Psychological or Psychiatric Disorder(s)**

Any **Psychological or Psychiatric Disorder(s)** known to exist at the **Attachment Date** stated in the Schedule of Insured Persons for which the **Insured Person** has sought advice, treatment or counselling or that has been diagnosed by a **Medical Practitioner** or other appropriately qualified practitioner.

Pre-Existing Condition(s) Period Exclusion

The period stated in the Schedule immediately before the **Attachment Date** during which time any **Pre-Existing Condition(s)** existed.

No benefit shall be payable under the **Contract of Insurance** as a result of any **Pre-Existing Condition(s)** occurring during this exclusion period.



**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:

1. Limitation in activities of daily living;
2. Social functioning;
3. 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;
4. Deterioration or decomposition in work settings;
5. Episodic disorders of mood;
6. Disorders of form and control of thought.

**Recovery,
Recurrent and
Subsequent
Disability**

A recurrent disability shall be one where the **Insured Person**, having exceeded the **Excess Period** stated in the Schedule and receiving monthly benefit under this **Contract of Insurance**, recovers sufficiently to have their **Licence(s) / Certificate(s)** reinstated and subsequently suffers a recurrence of **Temporary Total Disability** which is directly attributable to the original cause(s) and which occurs during the **Period of Insurance**.

The **Insured Person** is deemed to have made a recovery when the **Insured Person** is able to engage in the **Insured Person's** regular occupation and perform the predominant duties thereof, whether or not the **Insured Person** chooses to return to predominant duties.

If the period of recovery shall be continuous for 6 (six) months or more, the recurrent disability shall be subject to a new **Excess Period**. If the period of recovery is less than 6 (six) months no **Excess Period** will be imposed.

If the **Insured Person** suffers a subsequent **Temporary Total Disability** and such subsequent disability is entirely unrelated to the cause of any prior disability, then this disability will be considered as a separate loss and subject to a new **Excess Period** in accordance with the terms and conditions of this **Contract of Insurance**.

With regard to any such recurrent or subsequent disability as insured, **Underwriters** 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.

**Temporary Total
Disability**

The **Insured Person** is temporarily entirely prevented from acting in the capacity for which the **Insured Person** holds a **Licence(s) / Certificate(s)** due to the **Licence(s) / Certificate(s)** being temporarily suspended by the relevant licence issuing authority as a result of **Bodily Injury** or **Illness** necessitating treatment by a **Medical Practitioner** and which completely and continuously prevents the **Insured Person** from acting in the capacity for which the **Insured Person** holds a **Licence(s) / Certificate(s)**.

Temporary Total Disability also includes any period of self-suspension if evidenced by **Underwriters'** receipt within 30 (thirty) days of the **Date of Loss** of a temporarily unfit assessment issued by the relevant licence issuing authority.

Underwriters

Lloyd's Syndicate TRV5000.



CONDITIONS

Actively At Work

Underwriters will only cover the **Insured Person** if the **Insured Person** is **Actively At Work** on the **Attachment Date** and has not been absent for more than 10 (ten) days in the preceding 3 (three) months.

If the **Insured Person** does not satisfy this condition, then cover will not be provided until the **Insured Person** has returned to work and completed 2 (two) months continuous and active service.

Additions and Deletions

The **Insured** must notify **Underwriters** of the date from which eligible employees are added to or deleted from this **Contract of Insurance** during the **Period of Insurance**. Attachment of cover is automatic for **Actively At Work** employees added to this **Contract of Insurance** during the **Period of Insurance** however the **Insured** must notify **Underwriters** of such new employees by the first applicable date stated in the attached Schedule.

If the **Insured** fails to notify **Underwriters** of such new employees by the first applicable date stated in the attached Schedule, **Underwriters** will only insure those employees stated in the Schedule of Insured Persons as agreed by **Underwriters**.

Any new employee will be subject to the **Insured** paying an additional premium as agreed by **Underwriters**. **Underwriters** will also adjust the **Insured's** premium in consideration of those employees leaving this **Contract of Insurance**.

Cancellation

The **Insured** may cancel this **Contract of Insurance** at any time by writing to **Underwriters** or the broker stated in the Schedule. If none of the **Insured Persons** have made a claim, **Underwriters** will return any premium for the remaining **Period of Insurance**.

Underwriters can cancel this **Contract of Insurance** by:

1. Sending the **Insured** 30 (thirty) days notice in writing by registered post or recorded delivery to the **Insured's** last known address. **Underwriters** will return pro-rata of the premium the **Insured** has paid for the remaining **Period of Insurance**; or
2. Sending 30 (thirty) days notice in writing by registered post or recorded delivery to the **Insured** and / or the **Insured's** representative in the event the premium has not been paid by the due date shown in the Schedule. If the **Insured** pays the premium by instalments and an instalment remains unpaid after 14 (fourteen) days, **Underwriters** will have the option to cancel this **Contract of Insurance** from the date the last instalment was due.

Change of Circumstance

The **Insured** must tell **Underwriters** as soon as reasonably practicable of any change in circumstances during the **Period of Insurance** which may materially affect this **Contract of Insurance**. A material fact or circumstance is one which might affect **Underwriters'** decision to provide insurance or the conditions for accepting that insurance. **Underwriters** may then change the terms and conditions of this **Contract of Insurance**.

Claims Procedures

Notice must be given to **Underwriters** as soon as reasonably practicable of any **Bodily Injury** or **Illness** which causes or may cause a claim within the meaning of this **Contract of Insurance**, and the **Insured Person** must as early as possible seek the attention of a **Medical Practitioner**.

Unless **Underwriters** and the **Insured** have agreed otherwise, **Underwriters** will pay the benefits described in the **Contract of Insurance** directly to the **Insured Person**.

If the **Insured** fails to make any premium payment due to **Underwriters**, **Underwriters'** liability to pay claims will be suspended until payment of all outstanding premium is received in full by **Underwriters**.

Procedures

1. The Insured / Insured Person must:

- a. Submit at **Underwriters'** request and expense to an independent medical examination in the event of **Bodily Injury** or **Illness** as often as is required by **Underwriters**;
- b. Authorise **Underwriters** to:
 - i. Obtain details of all medical records and obtain information from any treating **Medical Practitioner** and authorities concerned with the treatment or consultation the **Insured Person** received; and
 - 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 the **Insured Person** is unlikely to obtain a restoration of the **Licence(s) / Certificate(s)**. If the opinion is that the **Insured Person** is unlikely to obtain such restoration, **Underwriters** will accept that opinion as evidence in the **Insured Person's** favour.
- c. Sign all authorisations required by **Underwriters** for the purposes described above and on written demand by **Underwriters** make a statutory declaration as to any facts relating to the claim and complete **Underwriters'** standard claim questionnaire;
- d. Notify **Underwriters** immediately if any action against a third party relating to the **Licence(s) / Certificate(s)** is planned or contemplated; and
- e. Notify **Underwriters** immediately upon becoming aware of any investigation, court of enquiry or similar proceedings likely to affect this **Contract of Insurance** and give all possible assistance and information to lawyers appointed by **Underwriters** as they may reasonably require.

2. **Underwriters** shall not be obliged to settle a **Long Term Disability** claim under this **Contract of Insurance** until the **Excess Period** has expired and all enquiries have been completed by **Underwriters**. No claim shall be payable if the **Insured Person** dies within the **Excess Period**.

Dangerous Activities

If the **Insured Person** shall engage in any sport, pastime or other activity in which materially greater risk may be incurred by **Underwriters** than previously disclosed in connection with this **Contract of Insurance** without first notifying **Underwriters** and obtaining their written agreement to the inclusion under this **Contract of Insurance** (subject to the payment of any additional premium as **Underwriters** may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Bodily Injury** or **Illness** arising from such activity.

Duty of Disclosure

The information the **Insured** or **Insured Person** has given **Underwriters** is important as **Underwriters** use this in setting the terms and premium for the **Contract of Insurance**. The **Insured** or **Insured Person** must take care when answering any questions **Underwriters** ask by ensuring that all information provided is accurate and complete.

If **Underwriters** establish that the **Insured** or **Insured Person** deliberately or recklessly provided false or misleading information, **Underwriters** will treat this **Contract of Insurance** as if it never existed and decline all claims.

If **Underwriters** establish that the **Insured** or **Insured Person** carelessly provided **Underwriters** with false or misleading information, it could adversely affect the **Contract of Insurance** and any claim. For example **Underwriters** may:

- treat this **Contract of Insurance** as if it had never existed and refuse to pay all claims and return the premium paid. **Underwriters** will only do this if **Underwriters** provided the **Insured** or **Insured Person** with insurance cover which **Underwriters** would not otherwise have offered; or



- amend the terms of the **Contract of Insurance**. **Underwriters** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured's** or **Insured Person's** carelessness; or
- charge the **Insured** or **Insured Person** more for the **Contract of Insurance** or reduce the amount **Underwriters** pay on a claim in the proportion the premium paid bears to the premium **Underwriters** would have charged; or
- cancel the **Contract of Insurance** in accordance with the "Cancellation" provision stated in the "Conditions" section.

Underwriters or the broker who arranged this **Contract of Insurance** will write to the **Insured** or **Insured Person** if **Underwriters**:

- intend to treat this **Contract of Insurance** as if it never existed; or
- need to amend the terms of the **Contract of Insurance**; or
- require the **Insured** or **Insured Person** to pay more for the **Contract of Insurance**; or
- charge the **Insured** or **Insured Person** more for the **Contract of Insurance** or reduce the amount **Underwriters** pay on a claim in the proportion the premium paid bears to the premium **Underwriters** would have charged; or
- cancel the **Contract of Insurance** in accordance with the "Cancellation" provision stated in the "Conditions" section.

**Fraudulent
Claims**

This **Contract of Insurance** is void if the **Insured** or any of the **Insured's** representatives commit fraud or attempts to do so in connection with any claim under this **Contract of Insurance**.

If the **Insured Person** commits fraud or attempts to do so in connection with any claim under this **Contract of Insurance**, coverage under this **Contract of Insurance** is void in respect of that **Insured Person** only.

**Law and
Jurisdiction**

This **Contract of Insurance** will be subject to the exclusive law and jurisdiction stated in the Schedule.

**Non-
Accumulation**

The total sum payable under this **Contract of Insurance** in respect of any one or more claims shall not exceed in all the largest benefit under any one of the benefits stated in the Schedule for each **Insured Person**.

**Notification
of any
Inaccuracies**

If the **Insured** or **Insured Person** become aware that information the **Insured** or **Insured Person** has given **Underwriters** is inaccurate, the **Insured** or **Insured Person** must inform **Underwriters** or the Broker or other Intermediary who arranged this **Contract of Insurance** as soon as practicable.

When **Underwriters** are notified that information the **Insured** or **Insured Person** previously provided is inaccurate **Underwriters** will tell the **Insured** or **Insured Person** if this affects the **Contract of Insurance**. For example, **Underwriters** may amend the terms of the **Contract of Insurance** or require the **Insured** or **Insured Person** to pay more for the **Contract of Insurance** or cancel the **Contract of Insurance** in accordance with the "Cancellation" provision stated in the "Conditions" section.

If the **Insured** or **Insured Person** fails to notify **Underwriters** that information the **Insured** or **Insured Person** have provided is inaccurate this **Contract of Insurance** may become invalid and **Underwriters** may not pay the **Insured's** or **Insured Person's** claim or any payment could be reduced.

**Rights of Third
Parties**

Underwriters, the **Insured** and the **Insured Persons** are the only parties to this insurance. Nothing in this **Contract of Insurance** is intended to give any person any right to enforce any term of this **Contract of Insurance** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999 or any other applicable law.

**Sanctions**

Underwriters shall not be deemed to provide cover and **Underwriters** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Underwriters** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Termination

The **Insured Person's** coverage under this **Contract of Insurance** will terminate and cease to have effect upon:

1. Payment of **Long Term Disability** benefit;
2. The **Insured Person** attaining the age of 65 (sixty-five) years; or
3. The **Insured Person** ceasing to be gainfully employed in the capacity for which the **Insured Person** holds the **Licence(s) / Certificates(s)**.
4. The death of the **Insured Person**.

EXCLUSIONS

Underwriters will not make any payment for any claim caused by or contributed to directly or indirectly due to:

1. Death of the **Insured Person**;
2. The **Insured Person's** suicide or attempted suicide or intentional self-injury or any assault provoked by the **Insured Person**;
3. The **Insured Person's** own criminal act;
4. **Bodily Injury** resulting from the **Insured Person** being under the influence of any substance including alcohol or drugs or both;
5. The **Insured Person** undertaking active duty with the Armed Forces of any country 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 howsoever these may have been acquired or may be named;
7. War or related risks as per Appendix 1 attached;
8. The **Insured Person's** deliberate exposure to exceptional danger (except in an attempt to save human life or in self-defence);
9. Loss of **Licence(s) / Certificate(s)** which occurs as a result of changes in the medical standards imposed by the relevant licence issuing authority or any other competent authority including government during the **Period of Insurance**;
10. Any **Pre-Existing Condition(s)** unless declared to and specifically agreed by **Underwriters** in writing;
11. Pregnancy or childbirth unless the loss of, suspension or revocation of the **Licence(s) / Certificate(s)** is as a direct consequence of complications arising therefrom; or
12. **Illness** following the **Insured Person's** 60th (sixtieth) birthday.

APPENDIX 1

War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this **Contract of Insurance**, or any endorsement thereto, it is agreed that this **Contract of Insurance** excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the **Insured Person** or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not,
15. Terrorist activity.

For the purpose of this exclusion;

- a. Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- b. Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.
- c. Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- d. Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.