

Individual Loss of Licence Policy (EU)



Individual loss of licence insurance

Introduction

This insurance is underwritten by Nexus Europe SAS and Nexus Europe SAS(UK Branch) on behalf of Hiscox SA. This wording is fully protected by the laws of copyright. No unauthorised use or reproduction will be permitted.

Cover

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

Definitions

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 the **insured person(s)** is travelling.

Bodily injury

Identifiable physical injury caused by an **accident** including any sickness or disease solely and directly resulting from, or medical or surgical treatment rendered necessary by such injury.

Date of loss

The date of the Aviation Medical Examiner's letter declaring **you** unfit from acting in the capacity for which a **licence(s)/ certificate(s)** is held as a direct result of **bodily injury or illness**. Prevention must be evidenced by **our** receipt within 30 days of **date of loss** of an unfit assessment issued by the relevant licence issuing authority.

Excess period

The period starting from the **date of loss** until the expiry of 180 days. No benefit is payable in respect of the **excess period**.

Illness

Any sickness or disease, including **psychological or psychiatric disorder(s)**, the symptoms of which first appear during the **period of insurance**.

Licence(s)/certificate(s)

All **licence(s)/certificate(s)** held by **you** in connection with **your** occupation.

Loss of a licence(s)/ certificate(s)

The licence issuing authority invalidating **your licence(s)/certificate(s)** as a consequence of **illness or bodily injury** preventing **you** from acting in the capacity for which a **licence(s)/certificate(s)** is held.

Sum insured

The most **we** will pay as shown in the schedule. However, in no event **we** will be liable to pay more than the following multiples of annual earnings accruing from all **licence(s)/certificate(s)** held by **you** under this and all other loss of licence policies held in **your** name:

Up to and including age 29: 5.0 times annual earnings

30 to 39: 4.0 times annual earnings

40 to 49: 3.0 times annual earnings

50 to 59: 2.0 times annual earnings

60 to 64: 1.5 times annual earnings

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Psychological or psychiatric disorder(s)

Any disorder(s) diagnose by a qualified medical practitioner and which is included in the internationally-recognised classification system DSM-5 [the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, 2013 or any successor editions]. 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.

Policy

This insurance document and the schedule, including any endorsements.

Terrorism

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 organization(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.

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

Nexus Europe SAS and Nexus Europe SAS (UK Branch) on behalf of Hiscox SA.

You/your

The person named in the **schedule**.

What is covered

We will pay you the benefit shown below as a result of your loss of **licence(s)/certificate(s)** within 24 months from the **date of loss**.

In the event of the Aviation Medical Examiner not declaring **you** fit from acting in the capacity for which a **licence(s)/ certificate(s)** is held within 24 months from the **date of loss** we will review all the medical evidence available and consider making payment of the benefit as stated below if, in the opinion of our medical adviser, you are unlikely to obtain restoration of your **licence(s)/certificate(s)** within 36 months from the date of our agreement to settle your claim.

In the event of **your licence(s)/certificate(s)** being restored within 18 months from the date of settlement of the claim, **we** may require **you** to repay to **us** a pro-rata proportion of the benefit paid. Benefit payment is subject to the **excess period**.

Benefit payable

We will pay **you** the following benefit which is calculated as a percentage of the sum insured.

We will not pay more than one of the benefits below:

Benefit payable

1. 100% of the **sum insured** in respect of **bodily injury**; or
2. 100% of the **sum insured** in respect of any **illness** other than an **illness** which is included in 3. a. or b. below.
3. 33% of the **sum insured** in respect of any **illness** which is:
 - a. consequent upon the influence of alcohol, drugs or narcotics; or
 - b. incapable of diagnosis or has not been diagnosed as an **illness**.

Payment under 3 a. above is conditional upon you, within 90 days from the date of diagnosis of such **illness**:

 - i. entering a rehabilitation programme approved by **us**;
 - ii. demonstrating and continuing to demonstrate to **our** satisfaction that **you** are participating and co-operating in all aspects of such rehabilitation programme.

The cost of participating in the rehabilitation programme will be deducted from any benefit payment under this **policy**. In the event of the **licence(s)/certificate(s)** being restored within 18 months from the date of settlement of the claim, **we** may require **you** to repay to **us** a pro-rata proportion of the benefit paid.

What is not covered

We will not make any payment for any claim directly or indirectly due to:

1. **your** death;
2. illness if you are 60 years of age or older at the inception of this **policy**;
3. intentional self-injury or attempted suicide or assault provoked by **you**;
4. a criminal act by **you**;
5. **your** deliberate exposure to exceptional danger [except in an attempt to save human life or in self-defence or in an attempt to prevent loss or damage to **your** property];
6. **your** engaging in or taking part in armed forces service or operations other than part-time non-combatant duties;
7. **your loss or licence(s)/certificate(s)** for reasons other than as insured by this **policy**;
8. 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;
9. **war or related risks**;
10. **terrorism**;
11. any condition whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were or should reasonably have been aware at the inception of this **policy** or for which **you** had been treated at any time prior to the inception of this **policy** unless agreed by **us** in writing;
12. pregnancy or childbirth unless the suspension or cancellation of the **licence(s)/certificate(s)** is a direct consequence of complications arising such pregnancy or child;
13. **bodily injury** consequent upon **you** being intoxicated by alcohol, drugs or narcotics, unless prescribed by a qualified medical practitioner and used in accordance with the instructions given;
14. **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 or endurance test;
 - d. any sporting activity for gain or reward.

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General Conditions

The following conditions apply to the whole of this policy.

Information

The information **you** give to **us** is important as **we** use this in setting the terms and premium for this insurance. Occasionally, **we** are deliberately or recklessly given false information. If this happens **we** will treat this insurance as if it never existed and decline all claims.

If **you** acted carelessly when giving us **your** information several things could happen:

- a. if **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you** back your premium.
- b. if **we** would have insured **you** on different terms, **we** will amend this insurance retrospectively and apply these amended terms to the claim.
- c. if **we** would have charged **you** more premium, **we** will proportionately reduce the amount of any claim payment.

If **we** do any of the above, **we** will write to **you** explaining why this is happening. If **you** disagree with what **we** are doing, please tell **us**. If **you** are still not satisfied, **you** may ask the Financial Ombudsman Service to review **your** case without affecting **your** legal rights.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation

You may cancel this policy within 14 days from the date **you** receive the **policy** documents by writing to us or your broker.

You will then receive a full premium refund provided no claim has been made.

If **you** cancel this insurance after the first 14 days and have not made a claim, **we** will return a pro-rata proportion of the premium **you** have paid.

We will only cancel this insurance for a valid reason and only after giving **you** at least 30 days' notice which will be sent by registered post or recorded delivery to the correspondence address shown in **your** schedule. **We** will then return a pro-rata proportion of **your** premium.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** will contact **you** to understand why but **we** may cancel this policy from the date the last instalment was paid.

Termination

The policy will terminate and cease to have effect upon:

- a. payment of any benefit;
- b. **your** ceasing to be gainfully employed in the capacity for which **you** hold the **licence(s)/certificates(s)**, unless agreed by **us** in writing.

Rights of third parties

We and **you** are the only parties to this insurance. Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contracts [Rights of Third Parties] Act 1999.

Other insurance

In order to recover the full benefits payable under this **policy** **you** must obtain our agreement to any other loss of licence insurance **you** have the benefit of, 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 multiple of earnings, as stated in this policy, and all other valid insurance.

Sanctions

We shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit would breach any sanction, prohibition or restriction imposed by law or regulation

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False claims

If **your** claim is in any way dishonest, exaggerated or fraudulent then **we** will:

- a. tell **you** that we are terminating **your** policy and back-date the termination to the date of the fraud;
- b. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud;
- c. not return any premium.

If **we** have paid any claims after the date of any fraudulent act **you** must pay us back.

Language declaration

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

Insurance Guarantee scheme

Depending upon place of residence there may be a local scheme that applies if an insurer is unable to meet its obligations to you under this insurance. Where a scheme is available the level and extent of compensation will depend on the nature of this insurance. To find out if a scheme is available please contact us or refer to the website of your local regulator.

Claims Conditions

1

You must:

1. a. tell **us** as soon as possible and in any event not later than 30 days from the date of **your** unfitness as a result of sustaining **bodily injury** or an **illness** first appearing by notifying:

Millstream Global Flying Claims
52-56 Leadenhall Street
London EC3A 2EB
United Kingdom

Telephone: +44 (0) 330 311 2639

Email: mgf@nexusclaims.com

You must give **us** all the co-operation **we** need including all details known to **you** and documentary evidence issued by the relevant licence issuing authority.

The date of notification of a claim under this **policy** shall be taken as the date upon which the notice was delivered to **us**. **We** will not accept advice of a claim by telephone message as a notification of a claim;

- b. at **our** request and expense, submit to an independent medical examination in the event of **bodily injury or illness**;
- c. provide to **us or our** medical practitioner with the necessary authorisation:
 - i. to obtain 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. to 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 **you** are unlikely to obtain a restoration of the **licence(s)/ certificate(s)**. If the opinion is that **you** are unlikely to obtain such restoration **we** will accept that opinion as evidence in favour of **you**;
- d. sign all authorisations required by **us** and, when requested by **us**, make a statutory declaration as to any facts relating to the claim and complete **our** standard claim questionnaire on request;
- e. notify **us** as soon as possible if any action against a third-party relating to the **loss of licence(s)/certificate(s)** is planned or contemplated;
- f. notify **us** as soon as 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 **our** appointed representative as they may reasonably require;

2. **We** shall not be obliged to settle a claim under this policy until:

- a. the expiry of the excess period; and
- b. all enquiries have been completed by **us**.

If all the required claims information has been received by **us** and in our medical advisers' opinion **you** are unlikely to obtain the restoration of your **licence(s)/certificate(s)** within 36 months of the date of loss, **we** may agree to make settlement prior to the expiry of the excess 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

Notification

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.

We also reserve the right to request **you** undergo reasonable medical treatment and investigations, at **our** expense if, in our and **our** medical advisers opinion, such treatment and/or investigations would probably result in the restoration of **your licence/certificate**.

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** 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**.

Data Protection Act

In this notice “we”, “us” and “our” means Nexus Europe SAS. We are the data controller in respect of any personal data we collect, hold and use about you.

We collect your personal data directly from you, but we may also collect it from brokers and other intermediaries who provide information to us for the purpose of providing your policy of insurance.

We will mainly use your data for the purpose of providing and administering this policy of insurance and claims you make under it. If you decline to provide your data when requested, or you give us false or inaccurate data, we may be unable to process your enquiry, and this could give us the right to void coverage or could impact your ability to claim under your policy.

We will exchange data about you with other parties in order to provide our services and administer this policy and any claims. This may include insurers, claims handlers and loss adjusters and providers of emergency medical services. In some cases, this may involve a transfer of data outside the European Economic Area (“EEA”) to countries that have less robust data protection laws. Any such transfer will be made in accordance with data protection laws.

We will not use your data or pass it to any other party for marketing products or services to you unless you have given your consent.

Our full privacy notice explains how we use your data in more detail. Our privacy notice also explains the rights you have in respect of your data, including the right to request a copy of the personal data we hold about you. A copy of our full privacy notice is available on our website at www.nexusunderwriting.com, or can be provided on request by contacting us at: Data Protection Officer, 52-56 Leadenhall Street, London, EC3A 2EB, or by emailing us at compliance@nexusunderwriting.com

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.

For further information on how your information is used by Hiscox and your rights in relation to your information please see the Hiscox cookies policy at www.hiscox.ie/cookies and our privacy policy at www.hiscox.ie/privacy