

Individual loss of training expenses insurance (EU)



perceptive underwriting

Introduction

This insurance is underwritten by Millstream Underwriting Limited on behalf of Hiscox SA. This wording is fully protected by the laws of copyright. No unauthorised use or reproduction will be permitted.

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

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 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**.

Psychological or psychiatric disorder(s)

Any disorder(s) diagnosed 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, Fourth Edition, 2013). 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.

Sum insured

The amount of irrecoverable training expenses which have been incurred by **you**. However, in no event will **we** be liable to pay more than GBP 120,000 or the equivalent amount in the currency of **your** policy during the **period of insurance** for such expenses.

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 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 course which has been paid for or contracted to be paid in order for **you** to obtain a commercial 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

Millstream Underwriting Limited on behalf of Hiscox SA.

What is covered

Inability to complete your training course

If **you** suffer **bodily injury** or **illness** during the **period of insurance** and such **bodily injury** or **illness** prevents you from:

- i. completing the **training course**; or
- ii. acting in the capacity for which a licence/certificate is held following completion of the **training course**;

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**.

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**.

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.

Living expenses while training

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 also pay, up to GBP 5,000 or currency equivalent, towards the necessary and reasonable food and accommodation expenses incurred by **you** at the **date of loss** while taking part in **your training course**. The amount **we** pay for **your** food and accommodation expenses is included within and is not in addition to the **sum insured**.

What is not covered

- A. **We** will not make any payment for **bodily injury** occurring or **illness** becoming apparent more than 24 months from the date **you** complete your training course.
- 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.
 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,
 - d. any sporting activity for gain or reward;
 - e. active duty with the Armed Forces other than part-time non-combatant duties;
5. **Psychological or psychiatric disorder(s)**.
6. **bodily injury** or **illness** consequent upon or due to alcohol, drugs or narcotics unless prescribed by a qualified medical practitioner and used in accordance with the instructions given.
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**.
12. 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;
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. Interest payments on any loan used to pay for **your training course** are not covered under this insurance.
15. **your** engaging in or taking part in armed forces service or operations other than part-time non-combatant duties;

General conditions

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

Information

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. You must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

You must tell **us**, as soon as possible, if there are any changes to the information you have given **us**. If you are in any doubt, please contact **us** or your insurance agent.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example we may cancel **your policy** in accordance with the cancellation condition, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in your insurance being invalid.

Premium payment

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

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:

- 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

The **policy** will terminate and cease to have effect upon the sooner of the following:

- a. payment of an insured claim under this **policy**;
- b. **you** obtaining gainful employment in relation to the licence/type rating for which the **training course** was undertaken;
- c. 24 months having elapsed from the date **you** complete **your** training course; or
- d. the expiry or cancellation date of this **policy**.

False claims

If **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.

Rights of third parties

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

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**.

Sanctions

We shall not provide any benefit under this contract of insurance 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.

Law and jurisdiction

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.

Misrepresentation

If **we** establish that **you** deliberately or recklessly provided us with false information **we** will treat this insurance as if it never existed and decline all claims.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of your insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged you;
- cancel **your policy** in accordance with the cancellation condition.

We or **your** insurance agent will write to **you** if **we**:

- intend to treat this insurance as if it never existed;
- need to amend the terms of **your policy**; or
- require **you** to pay more for **your** insurance.

Claims conditions

You must:

- a. notify **us** as soon as reasonably possible 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** first becoming apparent during the period of insurance, by notifying:

Millstream Global Flying Claims

Funtington Park

Cheesemans Lane

Funtington

Chichester

West Sussex PO18 8UE

United Kingdom

Tel no: **+44 (0) 330 660 0596**

Email: **claims@globalflyingservices.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 us. 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. If the opinion is that **you** are unlikely to obtain such qualification, **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** immediately if any action against a third-party relating to the training course is planned or contemplated;

- f. notify **us** immediately 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**.

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.

If you wish to make a complaint, please contact us.

Our contact details are:

The Managing Director
Millstream Underwriting Limited
52-56 Leadenhall Street
London, EC3A 2EB
United Kingdom

Telephone: **+44 (0) 330 660 0734**

(calls to this number within the United Kingdom are free on mobile phones and landlines)

Email: **info@globalflyingservices.com**

If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.

The address is:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin D02 VH29

Telephone: +353 1 567 7000

Email: **info@fspo.ie**

Web: **www.fspo.ie**

You can access a consumer leaflet or complaint form in alternative languages by visiting

www.financial-ombudsman.org.uk/help/languages.html

The Financial Ombudsman Service is an independent service in the United Kingdom for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at **www.financial-ombudsman.org.uk**

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: **<http://ec.europa.eu/odr>**

In any communication, please quote the policy number shown in the schedule.

Data Protection Act

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We collect and process information about **you** in order to provide insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about **you** from, **our** group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service **we** provide.

For further information on how **your** information is used and **your** rights in relation to **your** information please see our privacy policy on <http://www.mstream.co.uk/privacy-and-cookies>

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

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