

AIRCREW LOSS OF LICENCE INSURANCE

Whereas (hereinafter called the “the Insured”) have established a Scheme (hereinafter called the “the Scheme”) constituted by this Policy for the provision of certain payments to be made by the Insured in the event of Permanent Total Disability or Temporary Total Disability of an Insured Person during the Period of Insurance.

Now this Policy witness that in consideration of the payment to Underwriters of the premium and subject to the conditions set out in the Policy, Underwriters will in the event of the Permanent Total Disability resulting in Loss of Licence / Certificate or Temporary Total Disability of any Insured Person hereunder, pay to the Insured the Sum Insured in respect of such Insured Person.

All as more fully described herein.

COVER

The Sum Insured will become payable by Underwriters to the Insured in the event of:-

- a) The Permanent Total Disability of an Insured Person as a direct result of Accident or Illness which entirely prevents an Insured Person from acting in the capacity for which he holds a Licence / Certificate for a minimum period of 26 consecutive weeks and at the expiry of that period is beyond hope of improvement and which results in the Licence / Certificate being permanently revoked by the responsible Licensing Authority.
- b) The Temporary Total Disability of an Insured Person as a direct result of an Accident or Illness which necessitates treatment by a registered medical practitioner and when solely directly and independently of any other cause completely and continuously prevents the Insured Person from acting in the capacity for which he holds a Licence / Certificate, subject to the following:

In the event of Temporary Total Disability there will be a 90 day waiting period from the date of the Accident or Illness before any benefit is paid. During disability and subject to proof of the continuance of such disability 2% of the Sum Insured will be paid monthly for a period of 12 months. If at the expiry of that period there is no possibility of the Licence / Certificate being returned to the Insured Person Underwriters will consider the Insured Person as being Permanently Totally Disabled and make payment accordingly (deducting any payments which may have been paid to ensure that their liability does not exceed 100% of the Sum Insured).

DEFINITIONS

“**Insured Person**” shall mean the Insured Person(s) as defined on page two of the Policy.

“**Sum Insured**” shall mean the actual amount payable by Underwriters in the event of the Permanent Total Disability of an Insured Person, less any earlier Temporary Total Disability benefit already paid.

“**Permanent Total Disability**” means the Insured Person is entirely prevented from acting in the capacity for which he holds a Licence / Certificate for a minimum period of 26 consecutive weeks and at the expiry of that period is beyond hope of improvement.

“**Temporary Total Disability**” means the Insured Person is temporarily entirely prevented from acting in the capacity for which he holds a Licence / Certificate.

“**Accident**” shall mean a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

“**Bodily Injury**” shall mean identifiable physical injury which

- (a) is caused by an Accident, and

- (b) solely and independently of any other cause, except Illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the Permanent Total Disability or Temporary Total Disability of an Insured Person.

“Illness” means any sudden and unexpected deterioration in health not caused by Bodily Injury which manifests itself during the Period of Insurance and which shall be certified by a qualified medical practitioner.

A **“Loss of Licence/Certificate”** means the revocation of such licence or certificate by the relevant Licencing Authority and that the Insured Person is unlikely by reason of Bodily Injury or Illness to obtain a restoration of such Licence or Certificate making the revocation permanent.

“Licencing Authority” **shall include any other competent Licence Issuing Authority including Governmental.**

“Actively at work”, means that Insured Person is not only present at his place of work on the prescribed day but is mentally and physically capable of carrying out his normal regular duties for which he holds a Licence / Certificate.

PROVISIONS

1. In this Policy the masculine gender shall include the feminine and the singular shall include the plural.
2. Underwriters will deduct from Permanent Total Disability any payments made in respect of Temporary Total Disability to an Insured Person, it being understood that Underwriters combined liability under these two sections can never exceed 100% of the Sum Insured.
3. Permanent Total Disability will not be paid:
 - a) if the Insured Person dies before payment of the Sum Insured, or
 - b) until 180 days have passed since the Insured Person sustains Bodily Injury or the Illness manifests. However, Underwriters may pay the Sum Insured earlier than 180 days once they have satisfied themselves of the validity of a claim under this section of the Policy.
4. The Policy shall terminate and cease to have effect in respect of each Insured Person:-
 - a) Upon payment of benefit following Permanent Total Disability.
 - b) On the attainment of age 60 unless such insurance be extended by prior notice to and agreement by the Underwriters -.
 - c) On his ceasing to be gainfully employed by the Insured in the capacity for which he holds a Licence / Certificate.
 - d) If he voluntarily or involuntarily undertakes active duties with any Armed Force other than part time training on a non-combatant assignment.
5. Before making any payment in respect of a claim under this Policy Underwriters shall be furnished with satisfactory proof of:-
 - a) The happening of the event on which the Sum Insured in respect of an Insured Person will become payable.
 - b) Any other information that Underwriters may reasonably require.
6. The receipt by Underwriters of a release from the Insured or any other duly authorised representative shall constitute an absolute discharge to Underwriters in respect of payments made under this Policy.
7. The name and date of birth of every Insured Person shall be recorded by the Insured and this record shall be deemed to be part of this Policy. The Insured shall furnish to Underwriters such information in respect of all Insured Persons as Underwriters may from time to time reasonably require to determine the extent of their liability and the amount of premium payable under this Policy.

8. It is hereby warranted that all Insured Persons must be Actively at Work at the inception date of this Policy or on the day each Insured Person is eligible to be included in the Scheme.

If the Insured Person does not satisfy this Provision then cover will not be provided until the Insured Person has returned to work and completed two months continuous and active employment.

9. The Underwriters reserve the right to modify the terms of this Policy at any time if in the opinion of the Underwriters a significant variation occurs in the age distribution of the Insured Persons or the amounts of their Sums Insured or the underwriting considerations associated with the place and nature of the employment of the Insured Persons.
10. Upon attainment of age 55 cover will be in respect of Bodily Injury only.
11.
 - a) Any fraud or concealment, failure to disclose or mis-statement of a material fact by the Insured in the making of a claim hereon shall render the Policy null and void and all rights to make a claim hereon shall be forfeited.
 - b) Any fraud or concealment, failure to disclose or mis-statement of a material fact by an Insured Person in the making of a claim hereon shall render the Policy null and void with respect to that Insured Person.
12. This Policy has no surrender value.
13. This Policy shall be governed by Turkish Law and the Turkish Courts alone have jurisdiction in any dispute arising hereunder.
14. If an Insured Person unreasonably refuses to undergo any surgical or medical treatment which might reasonably be expected to assist in obtaining restoration of a licence or the Licencing Authority, as a matter of practice or in accordance with its regulations, does not issue a permanent denial of the medical certificate, the Underwriters will not make any payments until satisfied that Loss of Licence has occurred.

The Sum Insured payable to the Insured following Bodily Injury or Illness of an Insured Person shall not exceed such Insured Persons expected income to normal retirement date or the expected income to age 60 years whichever occurs first.

EXCLUSIONS

1. This Policy does not cover Permanent Total Disability or Temporary Total Disability, directly or indirectly resulting from:
 - a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military or usurped power.
 - b) Intentional self-injury, attempted suicide (whether felonious or not), assault provoked by the Insured Person, duelling, fighting (except in bona fide self-defence), venereal or other sexually transmittable diseases.
 - c) Deliberate exposure of the Insured Person to exceptional danger (except in an attempt to save human life or to prevent loss of or damage to aircraft, aircraft equipment or other property whatsoever) or any criminal act of the Insured Person for which the Insured Person shall have been convicted upon indictment.
 - d) Any Bodily Injury sustained or Illness which manifested itself within the five years prior to the first Period of Insurance.

For the purpose of this Exclusion only the first Period of Insurance shall be deemed to have commenced from the date when Cover was originally effected with Broadgate

Syndicate 1301 or when the individual Insured Person was first included within the Scheme, whichever is the latter (subject to each subsequent Period of Insurance running continuously and uninterrupted from the original inception date).

- e) An Insured Person being under the influence of alcohol or having taken drugs unless prescribed by a qualified medical practitioner.
 - f) Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
 - g) An Insured Person suffering from stress, anxiety, depression, mental anguish, neurosis or the like.
2. Underwriters will not be liable to pay benefits for Loss of Licence / Certificate which occur solely as a result of changes in the medical standards imposed by the Licensing Authority during the Period of Insurance.

CLAIMS CONDITIONS

1. In the event of Accident or Illness rendering the Insured Person unable to follow his occupation for 30 consecutive days, then written notice of the happening of such event shall be given to Underwriters stating such details as are known to the Insured. Such written notice must be provided to Underwriters as soon as possible and in all circumstances within 3 months after the happening of such event. The date of notification shall be taken as the date upon which the notice was delivered to the Underwriters.
2. The Insured agrees to give Underwriters immediate notice in writing if, after a claim has been paid in respect of Permanent Total Disability, the Insured Person regains his Licence/Certificate within a period of thirty six months from the date of settlement of the claim or knows he is likely to regain them. The Insured will then be required to refund all monies paid by Underwriters in settlement of such claim.
3. The Sum Insured payable is that prevailing on the date that the Insured Person sustains Bodily Injury or the Illness manifests during the Period of Insurance.
4. The Insured and Insured Person (or their legal personal representative) must provide all reasonable assistance and information in relation to a claim including presentation to the Licencing Authority or to assist the Underwriters in determining their liability to pay Permanent Total Disability or Temporary Total Disability. If such assistance is not provided then Permanent Total Disability will not be paid and Temporary Total Disability may be suspended.