

公司名稱: 泰安產物保險股份有限公司
商品代碼: 2013072910721
商品名稱: 泰安產物航空保險附加險-CreechurchLossofLicenceWording

條款項目	保險契約條款內容
ABOUT THIS INSURANCE	<p>Group Aircrew Loss of Licence Insurance</p> <p>1. ABOUT THIS INSURANCE</p> <p>1.1. Legal Contract</p> <p>This Insurance is a legal contract. This Insurance and any Endorsements are to be read as a complete document. No waiver or change of the terms of this Insurance shall be valid unless evidenced by written Endorsement signed by the Underwriters or their authorised representatives. Such written changes form a part of this Insurance. The interests and duties of the parties to this Insurance are not assignable.</p> <p>1.2. Interpretation</p> <p>Words and expressions in bold type to which a specific definition is given shall have the same meaning wherever they appear in this Insurance. Where permitted by the context the masculine gender shall include the feminine, the singular shall include the plural and the plural the singular.</p> <p>1.3. Applicable Law</p> <p>Prior to the inception date of this Insurance stated in Item 6 of the Schedule, the Employer and the Underwriters are free to agree upon the law applicable to this Insurance and unless otherwise specifically agreed and endorsed hereon to the contrary, this Insurance shall be subject to English Law and the jurisdiction of</p> <p>1.4. Waivers</p> <p>The Underwriters, at their entire discretion, may effect a waiver of Exclusion 7.8., 7.4. or 7.5. or Condition 8.2. or 8.3. in respect of specified Insured persons subject to full information being received and any special conditions or additional premium as may be imposed or requested. Subject otherwise to all the terms and conditions of this Insurance. No waiver will be operative unless signified by an endorsement signed by the Underwriters or their authorised representative and attached to this Insurance. Advice to Underwriters of any circumstance, accident or illness or physical or medical condition under any previous policy shall not constitute an acceptance by them of the same under this Insurance unless endorsed hereon as</p> <p>1.5. Enquiries and Complaints</p>

Any enquiries or complaints should be addressed in the first instance to the broker named in Item 5 of the Schedule for all notices and communications and in writing with a record of Please be ready to quote the details of your Insurance (your surname and initials, reference number, address, Employer, etc.). The complaint should subsequently be confirmed in writing and with a record of posting.

However, if you are not satisfied with the way a complaint has been dealt with you may write to the Complaints and Advisory Department at Lloyd' s in London, who will review your case without prejudice to your rights in law.

DUTIES OF THE EMPLOYER

2. DUTIES OF THE EMPLOYER

- 2.1. To pay the Premium stated in Item 7 of the Schedule within thirty (30) days of the inception date of this Insurance stated in Item 6 of the Schedule.
- 2.2. To have in force throughout the period of this Insurance a scheme for its aircrew staff which includes the payment of moneys under this Insurance for their sole benefit.
- 2.3. To disclose all facts and circumstances which affect this Insurance or its formation or the Underwriters' assessment of the risk involved prior to the inception date of this Insurance stated in the Schedule, including but not limited to an exact description of all Licence(s) and Certificate(s) held by Insured
- 2.4. To advise every Insured person of the terms of and their rights and duties under this Insurance.
- 2.5. To comply with all the terms and conditions of this Insurance both before and after the happening of any Insured
- 2.6. Failure of the Employer to comply with clause 2.1. above will result in the automatic voiding of the Insurance ab initio.
- 2.7. Failure of the Employer to comply with clause 2.2. above will result in the automatic termination of this Insurance with effect from the date the scheme ceases, with a pro rata return of the Premium commensurate to the risk not run by the Underwriters.
- 2.8. Failure of the Employer to comply with clause 2.3. above will give the Underwriters the option to either consider the Insurance void ab initio or to charge a reasonable additional premium or make reasonable alterations to the terms and
- 2.9. Failure of the Employer to comply with clause 2.4. or 2.5. above will give the Underwriters the right to refuse to pay any claim which may result from or be affected by or connected with the failure or to recover the amount of any such claim as the Underwriters may be held liable to pay from the Employer.

DUTIES OF INDIVIDUAL INSURED	<p>3. DUTIES OF INDIVIDUAL INSURED PERSONS</p> <p>3.1. The duties of the Employer stated in clause 2.3. and 2.5. above shall apply to each Insured person and the failure to comply will result in the same consequences as for the Employer except that they shall only apply to the individual concerned, not to the entire Insurance.</p> <p>3.2. Each Insured person must advise the Underwriters of any changes in the medical standards of the licence issuing authority or any other authority having jurisdiction over the Licence(s)/Certificate(s), including governmental authority. Failure of an Insured person to comply with this condition will give the Underwriters the right to refuse to pay any claim under Insured Events 8.1. or 8.2. in respect of that Insured person after the effective date of such changes in medical standards whether or not the claim was in any way related to such changes.</p> <p>3.3. Each Insured person must advise the Underwriters of any additional Licence(s)/Certificate(s) gained during the period of this Insurance and any changes to the type or number of the Licence(s)/Certificate(s) stated in the Schedule of Insured persons held at the inception date of this Insurance stated in Item 6 of the Schedule. Failure of an Insured person to comply with this condition will give the Underwriters the right to refuse to pay any claim under Insured Events 8.1. or 8.2. in respect of that Insured person after the effective date of such</p>
INSURING AGREEMENTS	<p>4. INSURING AGREEMENTS</p> <p>4.1. In consideration of the fulfilment of the Duties described in Sections 2. and 3. of this Insurance, the Underwriters named in Item 2 of the Schedule hereby agree as follows.</p> <p>4.2. The Underwriters will for each Insured person pay to the Employer the amount of the compensation stated in Item 8 of the Schedule upon the happening of an Insured Event subject always to all the terms and conditions of this Insurance.</p> <p>4.3. Compensation will be paid for only one Insured Event in respect of any one Insured person except where either any of Insured Event 8.1., Permanent Total Disablement (Loss of Licence), follows on from any of Insured Event 8.2., Temporary Total Disablement (Loss of Licence), in which case the amount of any compensation paid under any of Insured Event 8.2. will be deducted from the amount payable under any of Insured Events 8.1. whether under this Insurance or any previous insurance of which</p>

	<p>4.4. The Insurance does not apply to any person having any medical restriction to his Licence(s)/Certificate(s) unless specifically noted in the Schedule of Insured Persons or otherwise endorsed on this Insurance in writing and signed by the Underwriters or their authorised representative.</p>
<p>SPECIAL LIMITATIONS AND CONDITIONS IN RESPECT OF CERTAIN INSURED EVENTS</p>	<p>5. SPECIAL LIMITATIONS AND CONDITIONS IN RESPECT OF CERTAIN INSURED EVENTS</p> <p>5.1. All Insured Event 8.1., Permanent Total Disablement (Loss of Licence)</p> <p>No payment will be made should the Insured person die within 12 months of the issuance of the long term unfitness assessment or permanent revocation by the licence issuing authority. The Underwriters shall not be obliged to settle any claim until 180 days after the Date of Loss or the date the Insured person makes a claim under this Insurance, whichever occurs last nor before all enquiries relating to the claim have been completed by the Underwriters. The Underwriters may at their option settle the claim in yearly instalments and require proof of the continuing disability if in their opinion it is not unlikely that the Licence(s)/ Certificate(s) will be restored or the revocation cancelled and/or similar Licence(s)/ Certificate(s) may be</p> <p>No payment will be made unless the issuance of the long term unfitness assessment or permanent revocation by the licence issuing authority occurs within 12 months of the date of the Accident or the date illness manifested itself or Undiagnosed Illness was reported to a qualified medical practitioner, as the case may be except in the following circumstances:</p> <p>a) where the Underwriters have accepted the existence of the pre-existing condition, and in such case no payment will be made unless the issuance of the long term unfitness assessment or permanent revocation by the licence issuing authority consequent upon such condition occurs during the period of Insurance;</p> <p>b) where the issuance of the long term unfitness assessment or permanent revocation by the licence issuing authority follows immediately upon any of Insured Event 8.2.</p> <p>5.2. Insured Event 8.1.3., Permanent Total Disablement (Loss of Licence) by Substances Illness</p>

Compensation will only be payable if the Insured person within ninety days from the date of the diagnosis enters a rehabilitation programme approved by the Underwriters and demonstrates and continues to demonstrate to the satisfaction of the Underwriters that he is participating and co-operating in all aspects of such rehabilitation programme. The cost of participation in the programme will be deducted from the compensation payable. Provided always that the Underwriters shall not be liable to pay more in total than the relevant amount of 5.3. Insured Event 8.1.4., Permanent Total Disablement (Loss of Licence) by Undiagnosed Illness

Compensation is payable at the entire discretion of the Underwriters, without any right of recourse of the Employer or Insured person under the Arbitration clause contained herein or to any court having jurisdiction.

5.4. All Insured Event 8.2., Temporary Total Disablement (Loss of Licence)

Compensation will not be payable in respect of the Excess Period stated in the Schedule.

Where the Underwriters have accepted the existence of a pre-existing condition, the Underwriters shall not be liable to pay under this Insurance and any previous policy or policies combined for more than the total Benefit Period stated in Item 8.2.5. of the Schedule in respect of any one medical condition or set of No payment will be made unless the medical condition necessitates treatment and regular attendance by a qualified medical practitioner. Evidence of the continuance of disability shall be provided to the Underwriters as a condition precedent to any liability of the Underwriters.

Subject to any provisions of this Insurance which would entail an earlier termination, the period for which compensation is paid shall terminate upon

- a) the cancellation or expiry of the temporary unfitness assessment by the licence issuing authority, whether or not the Insured person decides to return to normal duties,
 - b) the issuance of a long term unfitness assessment or permanent revocation by the licence issuing authority or
 - c) the expiry of the Benefit Period
- whichever shall occur first.

Benefit payable shall be payable monthly, 30 days in arrears and apportionable pro rata from day to day.

	<p>No payment will be made unless the issuance of the temporary unfitness assessment by the licence issuing authority occurs within 12 months of the date of the Accident or the date illness manifested itself or Undiagnosed Illness was reported to a qualified medical practitioner, as the case may be except where the Underwriters have accepted the existence of a pre-existing condition and in such case no payment will be made unless the consequent issuance of the temporary unfitness assessment by the licence issuing authority occurs during the period of Insurance.</p>
DEFINITIONS	<p>6. DEFINITIONS</p> <p>6.1. Insured Event Insured Event means any of the events specified as such in Item 8 of the Schedule.</p> <p>6.2. by Accident by Accident means</p> <p>a) by reason of or on the sole grounds of the Insured person having sustained identifiable physical injury or illness directly resulting from or medical or surgical treatment rendered necessary by such injury AND</p> <p>b) where such injury is caused by an Accident in a manner which is violent, unforeseen, external and visible AND</p> <p>c) where such injury occurs during the period of Insurance specified in Item 6 of the Schedule.</p> <p>6.3. Accident Accident means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure to the elements resulting from such an event.</p> <p>6.4. by General Illness by General Illness means on the sole grounds that the Insured person has sustained an illness which manifests itself during the period of Insurance stated in Item 6 of the Schedule and which is not an illness falling within the terms of Definition 6.5., Substances Illness or Definition 6.6., Undiagnosed Illness and which is not in itself the direct consequence of identifiable physical injury caused by an Accident.</p> <p>6.5. by Substances Illness by Substances Illness means on the sole grounds that the Insured person has sustained an illness which manifests itself during the period of Insurance stated in Item 6 of the Schedule directly or indirectly consequent upon the influence of alcohol, drugs or narcotics.</p> <p>6.6. by Undiagnosed Illness</p>

by Undiagnosed Illness means on the sole grounds that the Insured person has sustained a set of physical or mental symptoms which is advised to a qualified medical practitioner during the period of Insurance stated in Item 6 of the Schedule and which is not detectable or diagnosable as an illness.

6.7. Permanent Total Disablement (Loss of Licence)

Permanent Total Disablement (Loss of Licence) means the prevention of the Insured person from acting in any capacity for which any Licence(s)/Certificate(s) are held due to all such Licence(s)/Certificate(s) being permanently revoked or a long term unfitness assessment being issued in respect thereof on medical grounds which in the opinion of a qualified medical practitioner are beyond hope of improvement and which entails both the following consequences:

a) the inability of the Insured person to obtain a renewal of such Licence(s) or Certificate(s) or to obtain withdrawal of the unfitness assessment or revocation within a period of 60 months from the date of the same;

b) the inability of the Insured person to obtain any similar licence or certificate anywhere in the world within a period of 60 months from the date of the issuance of the unfitness

Provided that nothing in this Definition shall impose any obligation on the part of the Insured person to seek the withdrawal of any long term unfitness assessment or permanent revocation of the Licence(s)/Certificate(s).

6.8. Temporary Total Disablement (Loss of Licence)

Temporary Total Disablement (Loss of Licence) means the prevention of the Insured person from acting in any capacity for which he holds a Licence(s)/Certificate(s) due to the Licence(s)/Certificate(s) being temporarily suspended by the licence issuing authority on medical grounds.

Temporary Total Disablement (Loss of Licence) shall also include any period of self-suspension provided it is confirmed within 28 days by the issuance of a "temporarily unfit" assessment by the relevant licence issuing authority

6.9. Licence(s)/Certificate(s)

Licence(s)/Certificate(s) means all Licences or Certificates held by the Insured person in connection with his occupation.

6.10. Date of Loss

	<p>Date of Loss means the first day that the Insured person is suspended from active duty consequent upon the issuance of the temporary suspension or issuance of a long term unfitness assessment or permanent revocation of the Insured person's Licence(s)/Certificate(s). Suspension must be evidenced by receipt by the Underwriters within 28 days of issuance of a "temporarily unfit" assessment 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 the Underwriters</p>
EXCLUSIONS	<p>7. EXCLUSIONS</p> <p>Except where specifically stated to the contrary, this Insurance does not cover any Insured Event directly or indirectly, wholly or partially, arising out of or consequent upon or contributed to or aggravated by:</p> <p>7.1. Suicide suicide or attempted suicide or intentional self-injury or assault provoked by the Insured person;</p> <p>7.2. AIDS venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;</p> <p>7.3. Drugs and Alcohol (not applicable to Insured Events 8.1.3. and 8.2.3.) the Insured Person being under the influence of alcohol or drugs. Where drugs or alcohol are administered or prescribed by a qualified medical practitioner, the Insured is covered provided that all related advice and warnings are being heeded. Drugs or alcohol administered or prescribed in the context of dependency are, however always excluded from coverage;</p> <p>7.4. Pre-Existing Physical Conditions physical impairment, defect, degenerative process or infirmity existing prior to the inception date of this Insurance stated in the Schedule; For the purposes of this exclusion a physical impairment, defect, degenerative process or infirmity exists prior to the inception date of this Insurance if it has been diagnosed by a qualified medical practitioner prior to the said inception date or in the event that it has not been diagnosed then in the opinion of a qualified medical practitioner the Insured person could reasonably have been expected to be aware of its existence at the</p> <p>7.5. Pre-Existing Mental Conditions</p>

any mental or behavioural disorders known to exist at the inception date of this Insurance stated in the Schedule diagnosed by a qualified medical practitioner for which medical treatment has been received by an Insured person 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

- 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 and
- d) deterioration or decompensation in work settings,
- e) episodic disorders of mood,
- f) disorders of form and control of thought.

7.6. War

war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power except where the Insured person is unexpectedly, passively and innocently affected by any such event while actually on duty for the Employer;

7.7. Radioactivity

radioactive contamination;

7.8. Dangerous Activities

an Insured person engaging in or taking part in

- a) naval, military or air force service or operations other than non-combatant duties but always excluding taking part in military or joint military exercises;
- b) flying involving the intentional dropping, spraying or release of anything, slung cargo, aerial photography, fire-fighting, slash and burn, animal capture and other similarly hazardous
- c) winter sports (other than skating or curling);
- d) skin diving involving the aid or breathing apparatus, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, hang gliding, parachuting, hunting on horseback, paragliding, bungee-jumping, canyoning, abseiling, ballooning, deep sea fishing, quad biking or driving or riding in
- e) driving or riding on motor cycles or motor scooters other than mopeds;

7.9. Deliberate Exposure

	<p>deliberate exposure to exceptional danger (except in an attempt to save human life or in self-defence) or an Insured person's own criminal act;</p> <p>7.10. Pregnancy pregnancy or childbirth;</p>
CONDITIONS	<p>8. CONDITIONS</p> <p>8.1. Good Health</p> <p>It is hereby warranted that all Insured persons are in good health and are not only present at their place of work but are mentally and physically capable of carrying out their normal regular duties associated with the job for which they are employed at the inception date of this Insurance and have not been absent for more than 10 days in the preceding 3 months. If an Insured person does not satisfy this condition then cover will not be provided until:-</p> <p>a) The Insured person has returned to work and completed 2 months continuous and active service, or</p> <p>b) The Insured person has completed a proposal form, satisfactory to the Underwriters, if the Insured wishes to be included in the Insurance earlier.</p> <p>If the Insured person elects to complete a proposal form, which is unacceptable to the Underwriters, option a) may not be chosen subsequently.</p> <p>8.2. Termination</p> <p>The Insurance with respect to any Insured person will terminate and cease to have effect upon:-</p> <p>a) the attainment of age 60.</p> <p>b) the Insured person ceasing to be gainfully employed by the Employer named in the Schedule in the capacity for which he holds the Licence(s)/Certificate(s) held at the inception date of this Insurance stated in Item 6 of the Schedule.</p> <p>8.3. Capital Sum Insured Restriction</p> <p>With respect to Insured Events 8.1. and 8.2., the Capital Sums Insured shall not be deemed to exceed the following multiples under this and / or all other current Loss of Licence Policies held in the name of any Insured person:-</p> <p>Up to and including Capital Sum Insured Restriction</p> <p>age 29 5.0 times annual earnings from normal profession</p> <p>30 to 39 4.0 times annual earnings from normal profession</p> <p>40 to 49 3.0 times annual earnings from normal profession</p> <p>50 the lesser of £90,000 or 2.0 times annual earnings from normal profession</p>

51 the lesser of £80,000 or 2.0 times annual earnings from normal profession

52 the lesser of £70,000 or 2.0 times annual earnings from normal profession

53 the lesser of £60,000 or 2.0 times annual earnings from normal profession

54 the lesser of £50,000 or 2.0 times annual earnings from normal profession

55 the lesser of £40,000 or 1.8 times annual earnings from normal profession

56 to 59 inclusive the lesser of £20,000 or 1.0 times annual earnings from normal profession

In order to recover the full benefits payable under this Insurance, the Insured person must have notified the Underwriters of any other loss of licence insurance and the existence of that other insurance must have been noted and accepted by the Underwriters before a claim arises. If no such prior notification has been given, this Insurance is deemed to be surplus to all other valid and collectable insurances. Any payment under these circumstances will only be the difference, if any, between the Capital Sum Insured Restriction, as stated above, and all other

8.4. Fraud

If the Employer commits fraud or attempts to do so in connection with any claim under this Insurance, the Insurance shall become automatically void ab initio and any Premium paid shall be forfeited and the Underwriters shall have the right to recover from the Employer any and all claims paid under the Insurance. If the Insured person commits fraud or attempts to do so in connection with any claim under this Insurance, the Insurance shall become automatically void ab initio with respect to that

CLAIMS PROCEDURES	<p>9. CLAIMS PROCEDURES</p> <p>The Insured person must fully comply with the following procedures, which are conditions precedent to any liability of the Underwriters to make payment of any amounts under this</p> <p>Upon the happening of an Insured Event, the Insured person and/or his Legal Personal Representatives must:</p>
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1. Make a claim by notifying the entity named in Item 5 of the Schedule in writing by registered mail as soon as possible and in any event not later than thirty days after the date of death or the date of unfitness as a result of sustaining an Accident or the manifestation of illness. Such notification shall include all details as known to the Insured person 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 the entity named in Item 5 of the Schedule. Advice of a claim by telephone message is not deemed to be proper notice
2. At the request and expense of the Underwriters, submit to an independent medical examination in the event of an Accident or illness.
3. Irrevocably authorise the Underwriters: -
 - a) 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 the Insured person;
 - b) 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 the likelihood of the Insured person ever obtaining a restoration of his Licence(s)/ Certificate(s). If the opinion is that the Insured person is unlikely to ever obtain such restoration the Underwriters will accept that opinion as evidence in favour of
4. Sign all authorisations required by the Underwriters for these purposes, on written demand by the Underwriters make a statutory declaration as to any facts relating to the claim and complete the Underwriters' standard claim questionnaire on request.
5. Notify the Underwriters immediately if any action against a third party relating to the Insured person' s Licence(s)/Certificate(s) is planned or contemplated.
6. Notify the Underwriters immediately upon becoming aware of any investigation, Court of Enquiry or similar proceedings likely to affect this Insurance and give all possible assistance and information to lawyers appointed by the Underwriters as they may reasonably require.
7. Furnish the Underwriters with satisfactory proof of:
 - a) the happening of the event on which the Sum Insured will become payable
 - b) any other information that the Underwriters may require.

	<p>The receipt by the Underwriters of a release from the Insured person or any other duly authorised representative shall constitute an absolute discharge to the Underwriters in respect of payments made under this Insurance.</p>
ARBITRATION	<p>10. ARBITRATION</p> <p>The Underwriters reserve the right to refer all unfitness assessments to their own medical advisers. In addition, the Insured person may be required to undergo an examination by a qualified medical practitioner experienced in the medical</p> <p>The Underwriters also reserve the right to request the Insured person to undergo reasonable medical treatment and investigations at the expense of the Underwriters if, in the opinion of the Underwriters and their medical advisers, such treatment and/or investigations would probably result in the restoration of the Insured person's Licence(s)/ Certificate(s).</p> <p>Should the Insured person wish to dispute the decision of the Underwriters or their medical advisers or qualified medical practitioner 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 the Underwriters and the Insured person.</p> <p>The decision of the Dean and the referee shall be final and binding on all parties.</p> <p>The costs of examination and arbitration will be borne by the Underwriters.</p>

※申報頻率： 事實發生或內容異動之日起三十日內更新。