



# FLIGHTCREW RISK **SOLUTIONS**

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**Multi Choice Individual  
Lump Sum and Monthly  
Benefit Flying Licence  
Protection Insurance**

Form FRS Standard 01/04/2011

Flightcrew Risk Solutions (PCC) Limited is an insurance company incorporated in Guernsey and registered by the Guernsey Financial Services Commission. It is a protected cell company pursuant to the Companies (Guernsey) Law, 2008. All insurance arrangements and transactions arising out of this policy are made, or entered into, with Cell BF4 and no recourse may be made to any other cell, cellular assets or non-cellular assets of Flightcrew Risk Solutions (PCC) Limited.

Company Registration Number: 38865 Insurance License Number: OI0507

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# Schedule to the Policy

<b>Policy Number:</b>	FLPI/FRSPCC/BFS/ <b>Insert policy number</b>	<b>Insurer:</b>	Flightcrew Risk Solutions PCC Limited
<b>Insured:</b>	<b>Insert name</b>	<b>Contact method:</b>	e-mail
<b>Initial Premium:</b>	<b>Insert details</b>	<b>Maximum Age Limit:</b>	65
<b>Method of Payment:</b>	<b>Insert details</b>	<b>Initial Premium Due Date:</b>	<b>Insert details</b>
<b>Initial Period of Insurance:</b>	Initial Inception Date: <b>Insert date</b>	Initial Expiry Date: <b>Insert date</b>	
	Both days at 00:01 hours Western European Time		
<b>Retroactive Date (for Pre-Existing Conditions):</b>	<b>To be completed for each Policy</b>	<b>Intermediary:</b>	BALPA Financial Solutions Limited
<b>Jurisdiction:</b>	England	<b>Governing Law:</b>	England

	<b>Benefit</b>	<b>Sum Insured</b>	<b>Waiting Period</b>	<b>Maximum Benefit Period</b>
<b>Lump Sum Benefit</b>	insured / not insured	<b>£to be completed for each Policy</b>	30 days	n/a
<b>Monthly Benefit</b>	insured / not insured	<b>£to be completed for each Policy</b>	<b>to be completed for each Policy</b> days	<b>to be completed for each Policy</b> months

**Repatriation Benefit** Up to £10,000 maximum

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Company Registration Number: 38865 Insurance License Number: OI0507

## Introduction

Please read this Policy and ensure that it meets your requirements. Any change to the information in the Schedules must be advised to the Insurer immediately.

The Insurer will pay the Benefits defined in this Policy if the Insured becomes Disabled in the circumstances set out in this Policy. The payment of Benefits is always subject to the terms and conditions of this Policy. The Insured must pay the Premium as and when it falls due. Payment of any Benefits will be made to the Insured.

The agreement between the Insured and the Insurer comprises all of the following:

- this Policy and any endorsement or renewal schedule recording a change to this Policy;
- the Schedules;
- the Application.

Certain words in this Policy have a specific meaning. The definitions of such words are detailed in the Definitions section. Where a word has been defined, the definition will apply wherever that word appears in this Policy. Words in the masculine will include the feminine and words in the singular will also include the plural.

The Insured may elect to cancel this Policy within 14 days of the Initial Inception Date listed in the Schedule to the Policy or receipt of the Policy Document, whichever is the later and any Premiums already paid will be refunded.

## Rights under the Policy

This is a personal policy between the Insured and the Insurer. No third party has any right to enforce any of the obligations or receive any of the benefits under this Policy.

## Accuracy of Information provided to Insurer

All information provided to the Insurer by the Insured or the Intermediary when applying for this Policy or when making any changes to it must be true and complete.

If the Insured provides incorrect information or fails to advise the Insurer of material information, whether inadvertently or deliberately, the Insurer may at its sole discretion:

- treat this Policy as if it never existed (retaining any or part of the Premium paid);
- modify cover provided by this Policy; or
- require the payment of additional Premium.

## Definitions

- **Accident**

A sudden external event that occurs at an identifiable time and place.

- **Annual Expiry Date**

In respect of the Initial Period, the Initial Expiry Date and, in respect of each subsequent Annual Period, the last day of such Annual Period.

- **Annual Period**

(1) The Initial Period; and

(2) each subsequent period of twelve months, commencing on an anniversary of the Initial Inception Date and expiring on an anniversary of the Initial Expiry Date for which

this Policy is renewed or extended by the Insurer in accordance with its terms and conditions.

- **Annual Premium**

(1) In respect of the Initial Period, the Initial Premium (as detailed in the Schedule to the Policy), and

(2) in respect of the subsequent Annual Period, the premium for such Annual Period determined as such in accordance with the terms and conditions of this Policy.

- **Application**

The proposal form or other written request for insurance, including any information on which the Insurer has relied in deciding whether or not to accept the insurance or on what terms, submitted by the Insured.

- **Armed Force**

Any military or paramilitary organisation.

- **Benefits**

The Lump Sum Benefit, the Monthly Benefit and the Repatriation Benefit defined in the Schedule of Benefits.

- **Benefit Period**

The period for which Monthly Benefits can be paid, subject to the Maximum Benefit Period.

- **Bodily Injury**

A physical injury to the Insured caused solely by an Accident together with:

any disease or infection directly resulting from such an injury; or

any medical or surgical treatment necessitated by such an injury; or

dehydration, starvation or exposure to the elements resulting from an Accident.

- **Contact Method**

E-mail will be the default medium of communication between the Insurer, the Intermediary and the Insured unless an alternative medium is specifically noted in the Schedule to the Policy.

- **Disabled / Disablement / Disability**

Failing to reach and maintain the required EU medical standard for the Medical Certificates required by the Insured with the result that the Insured is unable to undertake flying duties.

- **Illness**

shall mean

A sickness or disease of the body that is not caused by an Accident; or

A mental or behavioural disorder as listed in the Schedule of Permitted Mental or Behavioural disorders appended to this Policy; or

Injury, sickness or disease arising from a pregnancy or during childbirth.

- **Initial Period**

The period between (and including) the Initial Inception Date and the Initial Expiry Date.

- **Insured**

The person named in the Schedule.

- **Insurer**

The company named in the Schedule.

- **Licence Issuing Authority**

The regulatory authority responsible for issuing the licence that permits the Insured to undertake flying duties.

- **Maximum Benefit Period**

In respect of Illness falling within the illnesses specified in Schedule 2, a period not exceeding 12 months.

In respect of Bodily Injury or any Illness not specified in Schedule 2, the period shown in the Schedule of Benefits.

- **Medical Certificate**

A certificate that validates that the Insured has reached the medical standards required by the Licence Issuing Authority in order to undertake his Occupation.

- **Medical Practitioner**

A registered member of the medical profession who is experienced in the examination of airline personnel or is otherwise qualified to treat the Insured's Illness or Bodily Injury, who is not known to the Insured and is independent of the Insurer.

- **Monthly Benefit Limit**

75% of the Pre-Disability Earnings of the Insured (less any Sickness Benefits receivable by the Insured).

- **Occupation**

The occupation of the Insured as declared to the Insurer.

- **Period**

The Initial Period and any subsequent Annual Period(s).

- **Premium**

(1) In respect of the Initial Period, the Initial Premium (as detailed in the Schedule to the Policy), and

(2) In respect of any subsequent Annual Period, the relevant Annual Premium.

- **Pre-Disability Earnings**

The average, monthly income after the deduction of income and other payroll taxes for the 3 complete months immediately prior to the start of the Disability.

- **Pre-Existing Condition**

Any Disablement that occurs prior to the Retroactive Date specified in the Schedule.

- **Sickness Benefits**

Benefits receivable by the Insured in relation to a Disability from any private health insurance scheme or other insurance from any source.

- **Waiting Period**

The Waiting Period stated in the Schedule beginning with the commencement of a Disability.

## Benefits

- **Lump Sum Benefit**

If the Insured becomes Disabled during the Period of Insurance as a consequence of Bodily Injury or Illness other than an Illness defined in Schedule 2 of this Policy (Mental and Behavioural Disorders Permitted in respect of Monthly Benefit only) then the Insurer will pay the Lump Sum Benefit shown in the Schedule if, in the opinion of the Insurer (subject to the Insured's right to seek a review of this opinion under the Medical Disagreements Condition), the Insured will remain Disabled for 5 years from the start of Disablement.

No Lump Sum Benefit will be paid if the Insured dies within 30 days of the start of Disablement unless liability has already been admitted by the Insurer.

- **Monthly Benefit**

If the Insured becomes Disabled during the Period of Insurance as a consequence of Bodily Injury or Illness for longer than the Waiting Period then the Insurer will pay the lower of the Monthly Benefit shown in the Schedule of Benefits and the Monthly Benefit Limit for each subsequent full month (and the relevant proportion of any partial month) for which the Insured remains Disabled during the Benefit Period.

The Monthly Benefit Limit will fall away if in the opinion of the Insurer (subject to the Insured's right to seek a review of this opinion under the Medical Disagreements Condition) the Insured will remain Disabled for 5 years from the start of Disablement.

The Insurer will be entitled to reduce the amount payable to the Insured in respect of Monthly Benefit by the amount of Sickness Benefits receivable by the Insured.

Where the cessation or remission of a Disability:

- (i) continues for a period exceeding 30 consecutive days, any subsequent period of Disability shall constitute a new Disability, with its own Waiting Period; or
- (ii) is interrupted by an unrelated Disability (and the Insured therefore does not maintain a period exceeding 30 consecutive days without a Disability), the unrelated Disability will attach to the Annual Period wherein the Benefit Period commenced in respect of the initial Disability.

The payment of Monthly Benefit will cease on the death of the Insured.

Periods for which Monthly Benefits are paid and which result from the same or a related Disability will be added together for the purposes of assessing whether the Maximum Benefit Period has been reached irrespective of the Annual Period within which the Monthly Benefits commenced.

- **Accumulation of Lump Sum and Monthly Benefits**

Any sum previously paid or due in respect of the Monthly Benefit section of this Policy will be paid in addition to any amount payable under the Lump Sum Benefit section of this Policy.

- **Repatriation Benefit**

If the Insured dies whilst outside of the Insured's country of residence, the Insurer will pay reasonable costs and expenses not exceeding £10,000 towards the cost of transporting the remains or ashes of the Insured to his normal country of residence and related expenses providing that they are reasonably and necessarily incurred within 12 months of the date of death.

## Exclusions

No Benefits will be paid if the Bodily Injury, Illness or death is the consequence of or consists of:

- **Criminal Acts**

a criminal act by the Insured

- **Armed Forces**

active duty with any Armed Force

- **Intentional Self-Injury**

any deliberate attempt by the Insured to sustain a Bodily Injury or Illness.

- **HIV/AIDS**

infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) (unless the Insured demonstrates that such condition was contracted as a direct consequence of medical treatment for an unrelated medical condition);

- **Pre-Existing Conditions**

any Pre-Existing Condition unless notified to and accepted by the Insurer prior to the inception of this Policy

## Conditions

- **Automatic Cessation of Cover for the Insured**

Cover under this Policy ceases automatically once:

- the Insured ceases to be employed in his Occupation other than as a consequence of a Disability covered by this Policy;
- the Insured is paid the Lump Sum Benefit
- the Insured attains the Maximum Age Limit; or
- the Insured dies

The Insured shall remain entitled to any Benefits accrued up to and including the date of cessation of cover.

- **Option to renew / extend the Policy**

This Policy shall be automatically renewed on its then current terms (save as to Premium) on the expiry of each Annual Period and shall continue in force for the next succeeding Annual Period unless (1) the Insurer, in its absolute discretion, gives written notice of non-renewal of the Policy to the Insured no later than 30 days prior to the relevant Annual Expiry Date (such notice to be given using the Contact Method); (2) the Insured gives written notice of non-renewal to the Insurer no later than 30 days prior to the relevant Annual Expiry Date (such notice to be given using the Contact Method) or (3) cover otherwise expires in accordance with the terms of this Policy.

Where this Policy is renewed in respect of an Annual Period commencing after the Insured has reached sixty (60) years of age, the Insured will only be eligible to receive a Lump Sum Benefit where the Insured becomes Disabled during the Annual Period as a consequence of Bodily Injury.

The Insured shall not be required to complete a new Application Form in relation to any such renewal or extension (provided that if the Insured wishes to increase the Sum Insured the Insurer will require an Application Form to be completed in respect of such increase and shall not be obliged to agree to any such increase or may do so on such terms as it may, in its discretion, determine).

The Premium payable in respect of each Annual Period (other than the Initial Period or in respect of any increase of the Sum Insured) shall be determined by the Insurer by reference to its standard rates applicable at the commencement of such Annual Period as advised to the Intermediary (such Premium to be assessed, other than in respect of an increase of the Sum Insured, on the basis that the information contained in the Application Form as to the Insured's health or medical record remained current and accurate and regardless of any developments in connection with the same in the period since the Initial Inception Date).

The Insurer shall issue a renewal schedule in respect of each Annual Period for which this Policy is renewed or extended which shall confirm the Premium payable in respect of such Annual Period. The Insured may elect to cancel this Policy within 14 days of the renewal date listed in the renewal schedule, such cancellation to take effect in respect only of the Annual Period to which such renewal schedule relates (and not in respect of any prior Annual Period(s)).

- **Obligations in relation to Premium**

The Insured is obliged to pay the Premium to the Insurer as and when it falls due.

The Insurer may cancel this Policy or suspend cover by notifying the Insured using the Contact Method if any Premium remains unpaid 30 days after its due date.

The Initial Premium is payable in full on the Initial Inception Date shown in the Schedule. If the Initial Premium (or any part thereof) remains unpaid for 30 days after the Initial Premium Due Date, the Insurer may treat this Policy as if it had never existed

If the Premium is payable by instalments and an instalment remains unpaid for 30 days after its due date, cover may be suspended from the due date and the Insurer will have no liability for any claim arising from a Disability that commences during the period to which such unpaid Premium relates.

- **Obligation to notify the Insurer promptly of a Disability**

It is a condition precedent to the Insurer's liability to make any payment of Benefits under this Policy that the Insured notifies the Insurer or the Intermediary of:

- (1) any Disablement within 60 days of the start of any Disability; or
- (2) any absence of the Insured from his Occupation for more than 30 continuous days (save for annual leave).

Notice under this condition shall be given in writing using a disability reporting form available on request from the Intermediary.

The Insurer will be entitled to refuse to pay or, at its sole discretion, defer payment of Benefits if the Insured does not comply with the terms of this condition precedent.

- **Obligation to assist Insurer's investigation of a claim and to minimise loss**

The Insured must provide all assistance and information reasonably required by the Insurer in relation to any claim (either initially or throughout any period of Disability) which may include but is not limited to:

- making all efforts in a timely manner to regain the Medical Certificate
- presentation to the Licence Issuing Authority (which includes appeal of a decision by the Licence Issuing Authority)
- attendance at independent medical examinations

The Insurer may refuse to pay or defer payment of any Benefits otherwise available under this Policy if the Insured does not comply with this Condition

- **Right of Insurer to make additional enquiries**

On receipt of a disability reporting form and periodically during a period of Disability, the Insurer may make any additional enquiries in order to assess the claim or continued right to receive Benefits under this Policy.

The Insurer may refuse to pay or defer payment of any Benefits otherwise available under this Policy if the Insured does not comply with this Condition

- **Insurer's assessment of claims**

The Insurer will endeavour to advise the Insured of their decision in relation to the admission or rejection of a claim within 30 days from the receipt of all information required by the Insurer.

- **Medical Disagreements**

If the Insurer and the Insured are unable to agree if

- the Insured is Disabled or no longer Disabled; or
- medical treatment proposed to be undergone by the Insured could assist the Insured in no longer being Disabled;

then such disagreement will be decided by a referee appointed by the Dean of the Faculty of Occupational Medicine of the Royal College of Physicians in London, England.

The referee must be a Medical Practitioner.

The decision of the referee is final and binding on all parties and the cost of the referral will be borne

- a) if the referee upholds the Insured's complaint, by the Insurer; and
- b) in all other circumstances, equally between the Insured and the Insurer

- **Fraudulent Claims**

The Insurer may treat this Policy as if it had never existed, retain any premium received, and recover any monies paid if the Insured makes a claim that is fraudulent.

- **The Data Protection (Bailiwick of Guernsey) Law 2001**

By taking out this Policy you consent to the Insurer using any information held by the Insurer such as medical and any other information obtained from you or from other parties about you in connection with this policy. This data will be used by the Insurer for determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, rehabilitation and customer concerns handling) and fraud protection and detection.

Information will be held outside the EEA for these purposes.

Information may be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal data. Specifically, your membership of BALPA or any other subsequent trade union granted a membership discount will also be divulged. All information will be held for a limited period after the policy has expired or been cancelled.

Your personal data will be processed fairly and securely in accordance with the Data Protection (Bailiwick of Guernsey) Law 2001. Your personal data will only be available to those who need to see it. For example, sensitive data, such as medical records will be used for the purposes of underwriting or claim management and rehabilitation only.

You are entitled to a copy of all your personal data upon receipt of a written request (for which the Insurer may charge a small fee) to the following address:

Flightcrew Risk Solutions PCC Limited, Level 5, Mill Court, La Charroterie, St Peter Port, Guernsey, GY1 1EJ, Channel Islands.

- **Regulation**

This policy is regulated by the Guernsey Financial Services Commission and as such does not benefit from recourse to the Financial Services Compensation Scheme or The Ombudsman like a UK based scheme.

- **Governing Law**

The governing law of this contract shall be the laws of the country or territory specified in the Schedule.

- **Jurisdiction**

If the Insurer fails to pay any amount claimed to be due, the Insurer, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the territory specified in the Schedule.

## **Complaints**

If you have any complaints, in the first instance please contact the following:

Flightcrew Risk Solutions PCC Limited  
Level 5, Mill Court  
La Charroterie  
St Peter Port  
Guernsey  
GY1 1EJ  
Channel Islands

If this fails to resolve the problem, the Insured shall have the right to invoke the Arbitration procedure set out in the Arbitration Clause below.

## Arbitration

Subject only to the Complaints procedure set out above, the Insured shall have the right to require the Insurer to submit any dispute or difference arising out of or in connection with this contract to binding arbitration by a single arbitrator. The arbitrator shall be agreed between the parties, or failing agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President for the time being of the Chartered Institute of Arbitrators.

The arbitrator shall be a person (including a person who has retired) with not less than ten years experience of insurance or reinsurance within the industry or as a lawyer or other professional adviser serving the industry.

The Arbitrator may at his/her sole discretion make such orders and directions as he/she considers to be necessary for the final determination of the matters in dispute. The Arbitrator shall have the widest discretion under the law governing the arbitral procedure when making such orders or directions.

The arbitration shall be subject to the Governing law specified in the Schedule and shall have its seat in the Jurisdiction specified in the Schedule. The language of the arbitration shall be English. The parties agree that any right of appeal allowed under the Governing law shall be excluded to the greatest extent possible under that law.

SPECIMEN

# Schedule of Mental and Behavioural Disorders

## Schedule 1 – Mental and Behavioural Disorders Permitted in respect of Lump Sum Benefit and Monthly Benefit

For a complete description of each item, refer to the World Health Organisation (WHO) Official Publication, in particular ICD-10, Chapter V.

<b>WHO Code</b>	<b>WHO Condition Title</b>
F00.0	Dementia in Alzheimer's disease with early onset
F00.1	Dementia in Alzheimer's disease with late onset
F00.2	Dementia in Alzheimer's disease, atypical or mixed type
F00.9	Dementia in Alzheimer's disease, unspecified
F01.0	Vascular dementia of acute onset
F01.1	Multi-infarct dementia
F01.2	Subcortical vascular dementia
F01.3	Mixed cortical and subcortical vascular dementia
F01.8	Other vascular dementia
F01.9	Vascular dementia, unspecified
F02.0	Dementia in Pick's disease
F02.1	Dementia in Creutzfeldt-Jakob disease
F02.2	Dementia in Huntington's disease
F02.3	Dementia in Parkinson's disease
F20.0	Paranoid schizophrenia
F20.1	Hebephrenic schizophrenia
F20.2	Catatonic schizophrenia
F20.3	Undifferentiated schizophrenia
F20.4	Post-schizophrenic depression
F20.5	Residual schizophrenia
F20.6	Simple schizophrenia
F20.8	Other schizophrenia
F20.9	Schizophrenia, unspecified
F21	Schizotypal disorder
F22.0	Delusional disorder
F22.8	Other persistent delusional disorders
F22.9	Persistent delusional disorder, unspecified
F23.0	Acute polymorphic psychotic disorder without symptoms of schizophrenia
F23.1	Acute polymorphic psychotic disorder with symptoms of schizophrenia
F23.2	Acute schizophrenia-like psychotic disorder
F23.3	Other acute predominantly delusional psychotic disorders
F25.0	Schizoaffective disorder, manic type
F25.1	Schizoaffective disorder, depressive type
F25.2	Schizoaffective disorder, mixed type
F25.8	Other schizoaffective disorders
F25.9	Schizoaffective disorder, unspecified
F28	Other nonorganic psychotic disorders
F29	Unspecified nonorganic psychosis
F30.0	Hypomania
F30.1	Mania without psychotic symptoms
F30.2	Mania with psychotic symptoms
F30.8	Other manic episodes
F30.9	Manic episode, unspecified
F31.0	Bipolar affective disorder, current episode hypomanic
F31.1	Bipolar affective disorder, current episode manic without psychotic symptoms
F31.2	Bipolar affective disorder, current episode manic with psychotic symptoms
F31.3	Bipolar affective disorder, current episode mild or moderate depression
F31.4	Bipolar affective disorder, current episode severe depression without psychotic symptoms
F31.5	Bipolar affective disorder, current episode severe depression with psychotic symptoms
F31.6	Bipolar affective disorder, current episode mixed
F31.7	Bipolar affective disorder, currently in remission
F31.8	Other bipolar affective disorders

F31.9 Bipolar affective disorder, unspecified

**Schedule 2 – Mental and Behavioural Disorders Permitted in respect of Monthly Benefit only**

For a complete description of each item, refer to the World Health Organisation (WHO) Official Publication, in particular ICD-10, Chapter V.

Those items specified in Schedule 1 are excluded from this list as benefit is not restricted for these conditions.

**WHO Block WHO Block Class Type**  
**Codes**

F00-F09	Organic, including symptomatic, mental disorders
F10-F19	Mental and behavioural disorders due to psychoactive substance use
F20-F29	Schizophrenia, schizotypal and delusional disorders
F30-F39	Mood [affective] disorders
F40-F48	Neurotic, stress-related and somatoform disorders
F50-F59	Behavioural syndromes associated with physiological disturbances and physical factors
F60-F69	Disorders of adult personality and behaviour
F70-F79	Mental retardation
F80-F89	Disorders of psychological development
F90-F98	Behavioural and emotional disorders with onset usually occurring in childhood and adolescence
F99	Unspecified mental disorder