



# Certificate of Insurance

---

## Individual Income Protection Insurance

PIIP - IIP – Professional Pilot Insurance Plan – 2 2016

Specimen Certificate

## Introduction

### Our Service

The **Insurer** is dedicated to providing a high quality service and wants to ensure that the highest quality service is maintained at all times. If the **Insured Person** feels that the **Insurer** has not offered a first class service or if the **Insured Person** has any questions or concerns about this Certificate of Insurance or the handling of a claim please see page 16-18.

Please read this Certificate of Insurance and ensure that it meets your requirements. Any change to the information in the Schedule must immediately be advised to the Insurance Intermediary.

The **Insurer** will pay the **Benefits** defined in this Certificate of Insurance if the **Insured Person**, following an **Accident** or **Illness**, is unable to perform all of the main duties of his regular **Occupation** for his own or any other Employer and as set out in this Certificate of Insurance. The payment of **Benefits** is always subject to the terms and conditions of this Certificate of Insurance.

The terms and conditions of this Certificate of Insurance may be varied at any time during the **Period of Insurance** providing it is agreed to in writing by the **Insurer** and the **Insured Person**.

Special Conditions in relation to this Certificate of Insurance may be agreed to in writing between the **Insurer** and the **Insured Person** from time to time.

The **Insured Person** must pay the Premium as and when it falls due.

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

- this Certificate of Insurance and any endorsement recording a change to this Certificate of Insurance;
- the Schedule;
- all information provided to the **Insurer** by the **Insured Person** or the Insurance Intermediary when applying for this Certificate of Insurance.


Certain words in this Certificate of Insurance have a specific meaning and such words are detailed in the Definitions Section. Where a word has been defined, the definition will apply wherever that word appears in this Certificate of Insurance.

# Schedule

## Individual Income Protection Insurance

<b>Certificate of Insurance Number:</b>	
<b>Insurance Intermediary:</b>	RBI Advisory Group
<b>Insured:</b>	Professional Pilot Insurance Plan
<b>Name of Insured Person:</b>	<b>Date of Birth:</b>
<b>Insured Person Address:</b>	
<b>Period of Insurance:</b>	<p>From 00.01 To 23.59</p> <p>Both days at 00:01 hours Local Standard Time at the Address of the <b>Insured Person</b></p>
<b>Policy Form</b>	PPIP - IIP – Professional Pilot Insurance Plan
<b>Maximum Age Limit:</b>	65

<b>Benefits</b>		
<b>Disability Benefit</b>	<b>Income Protection CAD</b>	per month
<b>Maximum Benefit Period</b>	The lesser of 60 months and the number of months remaining from the start of Disability until attaining the <b>Maximum Age Limit</b>	
<b>Waiting Period</b>	90 / 120 / 180 / 365 days	
<b>Jurisdiction: Canada</b>	<b>Law:</b> Province or Territory in which the <b>Insured Person</b> resides	
<b>Exclusions</b>		

<b>Premium:</b>		<b>Taxes:</b>		<b>Method of Payment</b>	Monthly EFT
<b>Total Premium:</b>				<b>ISO Currency:</b>	Canadian
<b>Signed by:</b>			<b>Effective Date of Coverage:</b>		
 Paul Jardine - Director On behalf of Catlin Underwriting Agencies Limited			MM/DD/YYYY		

## Important Information

In deciding to accept this Certificate of Insurance and in setting the terms including premium the **Insurer** has relied on the information which the **Insured Person** has provided to them. The **Insured Person** must take care when answering any questions the **Insurer** asks by ensuring that any information provided is accurate and complete.

If the **Insurer** establishes that the **Insured Person** deliberately or recklessly provided the **Insurer** with untrue or misleading information the **Insurer** will have the right to:

- i. treat this Certificate of Insurance as if it never existed;
- ii. decline all claims; and
- iii. retain the premium.

If the **Insurer** establishes that the **Insured Person** carelessly provided the **Insurer** with untrue or misleading information the **Insurer** will have the right to:

- i. treat this Certificate of Insurance as if it never existed, refuse to pay any claim and return the premium the **Insured Person** has paid, if the **Insurer** would not have provided the **Insured Person** with cover;
- ii. treat this Certificate of Insurance as if it had been entered into on different terms from those agreed, if the **Insurer** would have provided the **Insured Person** with cover on different terms;
- iii. reduce the amount the **Insurer** pays on any claim in the proportion that the premium the **Insured Person** has paid bears to the premium the **Insurer** would have charged the **Insured Person**, if the **Insurer** would have charged the **Insured Person** more.

The **Insurer** will notify the **Insured Person** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, the **Insurer** will have the right to:

- i. give the **Insured Person** thirty (30) days' notice that the **Insurer** is terminating this Certificate of Insurance; or
- ii. give the **Insured Person** notice that the **Insurer** will treat this Certificate of Insurance and any future claim in accordance with (ii) and/or (iii), in which case the **Insured Person** may then give the **Insurer** thirty (30) days' notice that the **Insured Person** is terminating this Certificate of Insurance.

If this Certificate of Insurance is terminated in accordance with (1) or (2), the **Insurer** will refund any premium due to the **Insured Person** in respect of the balance of the **Period of Insurance**.

### Cooling off period

The **Insured Person** is entitled to cancel this Certificate of Insurance by writing to the Insurance Intermediary within fourteen (14) days of either:

- The date you receive this Certificate of Insurance or
- The start of the **Period of Insurance**

whichever is later.

### Cancellation (After the cooling off Period)

This Certificate of Insurance is an annual contract but both the **Insured Person** and the **Insurer** can cancel this Certificate of Insurance during the **Period of Insurance** by giving the other party thirty (30) days written notice of cancellation to be provided from the **Insured Person** to the **Insurer** at the **Master Policy Administrator's** address and from the **Insurer** to the **Insured Person** at the address as specified in the Schedule to the Certificate of Insurance.

If premium or an instalment of premium remains unpaid for thirty (30) days or more after its due date, the **Insurer** may cancel cover under this Certificate of Insurance with immediate effect upon notice to the **Insured Person**. If no premium has been paid at all in respect of this Certificate of Insurance, the **Insurer** may treat the Certificate of Insurance as if it had never existed. If an instalment remains unpaid, the **Insurer** may only cancel coverage from the start date of the period to which the instalment relates. The **Insurer's** liability to pay claims is limited to disabilities that commence during the period for which this Certificate of Insurance is in force and to disabilities that commence during that period.

Notwithstanding the cancellation of cover under this clause, the **Insured Person** currently receiving the **Benefit** under the Fixed Period Income Protection Section will be entitled to continue doing so as if the Certificate of Insurance was still in force unless cancellation is consequent upon non-payment of premium.

The **Insured Person** who is currently suffering from a **Disability**, but is yet to satisfy the **Waiting Period** is eligible for the **Benefit** under the Fixed Period Income Protection Section under this Certificate of Insurance, notwithstanding that the date of cancellation of the Certificate of Insurance occurs during the **Waiting Period** unless cancellation is consequent upon non-payment of premium.

The **Insurer** will give thirty (30) days written notice of the cancellation or suspension of this Certificate of Insurance to the **Insured Person** at the address specified in the Schedule to the Certificate of Insurance.

### Change in Circumstances

The **Insured Person** must tell the **Insurer** within fourteen (14) days of the **Insured Person** becoming aware of any changes in the information they have provided to the **Insurer** which happen before or during any **Period of Insurance**.

When the **Insurer** is notified of a change the **Insurer** will tell the **Insured Person** if this affects their Certificate of Insurance. For example the **Insurer** may cancel the **Insured Person's** Certificate of Insurance in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of the **Insured Person's** Certificate of Insurance or require the **Insured Person** to pay more for their insurance. If the **Insured Person** does not inform the **Insurer** about a change it may affect any claim the **Insured Person** makes or could result in the **Insured Person's** insurance being invalid.

### Fraud

If the **Insured Person** or anyone acting for the **Insured Person** makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other device, the **Insurer** will not pay any part of the **Insured Person's** claim or any other claim the **Insured Person** has made or may make under this Certificate of Insurance. In addition, the **Insurer** will have the right to:

- (a) treat this Certificate of Insurance as if it never existed, or at the **Insurer's** option terminate this Certificate of Insurance, without returning any premium that the **Insured Person** has paid;
- (b) refuse any other **Benefit** under this Certificate of Insurance.

### Automatic Cessation of Cover for the Insured Person

Cover under this Certificate of Insurance ceases automatically once:

- (a) the **Insured Person** ceases to be employed in his **Occupation** (with current employer or any other potential employer) other than as a consequence of a **Disability** covered by this Certificate of Insurance;
- (b) the **Insured Person** ceases to be employed by WestJet Airlines;
- (c) the **Insured Person** ceases to be a resident of Canada;
- (d) the **Insured Person** attains the **Maximum Age Limit**;
- (e) the day that an **Insured Person** commences duty with an Armed Force;
- (f) the **Insured Person** dies;
- (g) the **Master Policy Holder** cancels this contract;
- (h) the **Insured Person** elects to retire and, therefore, becomes eligible for retirement income or similar allowances

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

## Notices

### Assignment

This Certificate of Insurance cannot be assigned.

### United Kingdom Data Protection Act

Any information provided to the **Insurer** regarding the **Insured**, the **Insured Person** will be processed by the **Insurer**, in compliance with the provisions of the United Kingdom Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

### Governing Law and Jurisdiction

Unless specifically agreed to the contrary this insurance shall be governed by the Laws of the Province or Territory of residence of the **Insured Person** and subject to the jurisdiction of the court of such Province or Territory.

### Language of Certificate of Insurance

Unless we agree otherwise the language of this Certificate of Insurance and all communications relating to it will be in English and Canadian French.

### Payment of Benefits

- All **Benefits** will be paid to the **Insured Person**.
- All payments shall be made in Canadian Dollars unless specifically agreed elsewhere in writing.

### Provincial Premium Tax

Any Provincial Premium Tax or other government charges levied from time to time in relation to this Certificate of Insurance (including any duty or charges on premiums paid hereunder) shall be paid by the **Insured Person** and administered by the **Master Policy Administrator**.

### Prudential Regulation Authority and Financial Conduct Authority

Catlin Underwriting Agencies Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 204848)

Further details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk)

### Sanctions

The **Insurer** shall not provide any **Benefit** under this Certificate of Insurance to the extent of providing cover, payment of any claim or the provision of any **Benefit** where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Several Liability Notice

The subscribing **Insurer's** obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing **Insurer** is not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### Third Party Rights

It is not the intention of this Certificate of Insurance that any party except the **Insurer** and those named or defined as the **Insured** or the **Insured Person** herein or other parties specifically indemnified by this Certificate of Insurance should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms.

## Insuring Clause

### Fixed Period Income Protection

#### 1. Disability Benefit

- (a) If the **Insured Person** becomes **Disabled** during the **Period of Insurance** as a consequence of **Bodily Injury** or **Illness** and the **Disablement** continues for longer than the **Waiting Period** the **Insurer** will pay the **Disability Benefit** for each subsequent month for which the **Insured Person** remains **Disabled**.
- (b) No **Disability Benefit** is payable in respect of the **Waiting Period**. **Benefits** payable for a period of less than thirty (30) days will be payable at a daily rate of one-thirtieth of the Monthly **Benefit** payable. **Benefits** will be payable monthly in arrears.
- (c) The **Insurer** will not pay for more than the **Maximum Benefit Period** specified in the Schedule in respect of all any one claim and arising out of all periods of **Disability** arising from the same or any related cause of **Disability**.
- (d) If the **Insured Person** suffers another period of **Disability** within one hundred and eighty (180) days immediately following a period of **Disability** from the same or a related cause the **Waiting Period** will be waived and the **Disability** will be regarded as being continuous.
- (e) If the **Insured Person** returns to duty for more than one hundred and eighty (180) days from the same or a related cause, any subsequent period of **Disability** will be regarded as a new claim with a new **Waiting Period**.
- (f) If the **Insured Person** is Disabled from one condition, recovers and becomes Disabled from an unrelated condition, the subsequent Disability will be a new claim with a new **Waiting Period**.
- (g) If the **Insured Person** is **Disabled** and is in such a state of health that a return to flying duties is considered by a medical practitioner to be impractical for the foreseeable future (being a period of not less than five (5) years) the **Insurer** will at its absolute discretion consider the payment of any unpaid **Benefits** as a commutation settlement. The **Insurer** has no obligation to make any such offer nor does the **Insured Person** have any obligation to accept it.

#### 2. Proportionate Benefit

The **Insurer** will pay a Proportionate **Benefit** when:

- (a) after a period of **Disability** during which **Disability Benefits** were paid under this Section the **Insured Person** resumes gainful Employment; and
- (b) the **Insured Person** receives a reduced **Monthly Income**; and
- (c) the reduction in **Monthly Income** is due to the **Insured Person's Bodily Injury** or **Illness** requiring the **Insured Person** to resume Employment:
  - (i) in the **Insured Person's** usual **Occupation** on a restricted basis; or
  - (ii) in a different **Occupation** for normal employer but involving other duties.

The Proportionate **Benefit** will be equal to the **Insured Percentage** of the **Insured Person's** reduction of **Monthly Income**. For so long as these circumstances exist the Proportionate **Benefit** will be payable subject to the expiry of the **Benefit Period** in respect of the **Insured Person**.

#### 3. Indexation of Benefits



- (a) The **Insurer** will adjust the amount of the **Benefit** payable in respect of the **Insured Person** after each continuous twelve (12) months payment period.
- (b) The current **Benefit** shall be adjusted at each **Benefits Review Date** by the lesser of
  - (i) 5% or
  - (ii) the percentage adjustment in the Canadian Consumer Price Index over the latest twelve (12) month period prior to the **Benefits Review Date**.

#### 4. Limitation on Amount of Benefits

- (a) The **Insurer** will reduce the level of any **Disability Benefit** payable in any one month of **Disability** where in aggregate the amount of any **Benefits** payable under this section and:
  - (i) Any payments received by the **Insured Person** under any other insurance that pays a periodic payment for being unable to carry out their **Occupation** due to **Accident**, sickness, **Illness** or unemployment; and
  - (ii) Any **Disability** and/or any government provided **Disability** and/or other statutory benefits which the **Insured Person** is entitled to apply for (whether paid or not), and
  - (iii) Any sick pay paid to the **Insured Person** whether contractual or discretionary
  - (iv) Any benefit received as part of a severance package
  - (v) Any disability benefit the **Insured Person** is entitled to apply for and may receive under the Canada Pension Plan (C.P.P)
  - (vi) Any income the **Insured Person** receives or is eligible to receive under a pension fund

exceeds 85% of the total value of the **Insured Person's** **Net Monthly Income**. In all circumstances, the **Insurer** will reduce the **Disability Benefit** payable so that the aggregate payable does not exceed 85% of pre-**Disability** **Net Monthly Income**.

The **Insurer** will index the pre-**Disability** income for this purpose annually by the same percentage determined in accordance with **Section 3: Indexation of benefits** and will apply such adjustment at the same time.

If the **Insurer** reduces the **Disability Benefit** under this provision, the **Insurer** will additionally refund the proportion of premium paid in relation to the amount of **Benefit** reduction applied for the current **Period of Insurance** back to the inception of cover or the most recent anniversary date, whichever the later.

- (b) When an **Insured Person's** **Disability** and/or other statutory benefits entitlement is in dispute, the **Insurer** will pay the full amount of the **Benefit** on a conditional basis until the dispute is resolved. If the **Insured Person** is declared entitled to compensation through **Disability** and/or other statutory benefits, the **Insured Person** must repay to the **Insurer** that part of any **Benefit** which would otherwise not have been paid if not for the conditional payment. The **Insurer** may deduct any such amount from any amounts that may subsequently become due to the **Insured Person**. If denied such benefits and an appeal mechanism exists the **Insured Person** must appeal such denial. If the **Insured Person** fails to pursue all appeal avenues, any **Disability Benefits** under this Certificate of Insurance will be reduced by an estimated amount of any **Disability** and/or government provided disability and/or other statutory benefits and/or C.P.P benefits.
- (c) The **Insurer's** liability is limited to the payment of **Disability Benefit** for up to the **Maximum Benefit Period** for any one cause of claim.
- (d) No **Disability Benefit** will be paid in respect of a period of **Disability** beyond the date the **Insured Person** retires or is scheduled to retire or from when the **Insured Person** reaches the **Maximum Age Limit**, whichever the sooner.

- (e) No **Disability Benefit** will be payable after the death of the **Insured Person**.

## 5. Eligibility Provision for Seasonal Workers

To be eligible for coverage under the policy the pilots must confirm that they:

- (a) Hold a valid and current Airman Certificate
- (b) Are available for work in the capacity for which he/she holds ATPL or Commercial Licence and has been for continuous period of 30 days
- (c) Can demonstrate 36 months previous actual earnings from their occupation as a pilot upon which to base maximum limit of benefit per month (maximum 85% of net monthly average salary)

## 6. Subrogation (Third Party Liability)

In the event that **Benefits** under this Certificate of Insurance are payable with respect to an **Insured Person** and in the further event that such **Insured Person** has a right to recover damages from any individual or organisation, the **Insurer** will be subrogated in the amount of any **Benefits** paid under this Certificate of Insurance to the rights of recovery of the **Insured Person** against any such individual or organisation. The **Insured Person** will reimburse the **Insurer** in the amount of any **Benefits** paid, out of the damages recovered. Without limiting the generality of the foregoing, the term damages will include any lump sum or periodic payments received on account of (i) past, present or future loss of income, and (ii) any other benefits, otherwise payable under this Certificate of Insurance.

An **Insured Person** shall be required to notify the **Insurer** immediately if they commence an action against a third party which includes a claim for wage loss or for any other benefits, otherwise payable under this Certificate of Insurance. The **Insured Person's** solicitor shall represent the **Insurer's** subrogated rights unless the **Insurer** provides notice to appoint another solicitor to act on the **Insurer's** behalf. The **Insurer** reserves the right to commence an action to pursue the subrogated rights contained herein against the third party, in which event, the **Insured Person** agrees to fully cooperate with the **Insurer** in pursuing the claim against a third party.

The **Insured Person** shall be required to notify the **Insurer** about any judgements or settlements of the claims against a third party in the circumstances indicated above. The **Insured Person** shall also provide all records, transcripts, reports and information to the **Insurer** that may be reasonably demanded with respect to the calculation or allocation of damages.

If a lump sum payment is made under the judgement or settlement for loss of future income or for future periodic or lump sum **Benefits** which would otherwise be payable under this Certificate of Insurance, no further **Benefits** will be paid under this Certificate of Insurance until such time as the monthly or periodic **Benefits** which would otherwise be payable under this Certificate of Insurance equal to the amount received in a lump sum.

If a claim for damages against a third party is settled before trial, the **Insurer** shall be reimbursed the amount that reasonable reflects the loss of (i) past, present and future income, and (ii) any other periodic or lump sum **Benefits**, that would otherwise be payable under this Certificate of Insurance; notwithstanding the actual terms of the settlement.

### Right of Recovery

Whenever payments have been made by the **Insurer** for eligible expenses which in total exceed the maximum amount payable at the time of claim, the **Insurer** shall have the right to recover such payment, to the extent of such excess, from one or more of the following, as determined by the

- (a) **Insured person;**
- (b) Any other insurance organisations;
- (c) Any other organisation.

Specimen Certificate

## Definitions

**Accident** means a sudden external event which occurs at an identifiable time and place.

**Acquired Immune Deficiency Syndrome or AIDS** shall have the meanings assigned to it by the World Health Organisation, including Opportunistic Infection, Malignant Neoplasm, Human Immuno-deficiency Virus (HIV), Encephalopathy (Dementia), HIV Wasting Syndrome or any disease or sickness in the presence of a sero-positive test for HIV.

### Application

The proposal form, 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 Person**.

**Armed Force** means any military or paramilitary organisation.

**Benefits** means the monthly benefit defined under the **Benefits** section and which are shown as **Insured Person** in the Schedule of **Benefits**.

**Benefit Period** means the period for which the **Benefit** can be paid. This period cannot exceed the **Maximum Benefit Period** shown in the Schedule of **Benefits**.

The **Benefit Period** may never continue past the **Maximum Age Limit** for each **Insured Person**.

**Benefit Review Date** means the anniversary of the commencement of the payment of **Benefits** in relation to an **Insured Person**.

**Bodily Injury** means a physical injury to an **Insured Person** 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**

**Disabled/Disablement/Disability** means the **Insured Person** being completely unable solely due to **Illness** or **Bodily Injury** to perform all of the main duties of his regular **Occupation** for his own or any other Employer.

**Illness** means a sickness or disease of the body that is not caused by an **Accident** or injury, sickness or disease arising from a pregnancy or during childbirth.

**Independent Medical Practitioner** means a registered member of the medical profession who is experienced in the examination of airline personnel or is otherwise qualified to treat the **Insured Person's Illness** or **Bodily Injury**, who is not known to the **Insured** and is independent of the **Insurer**.

**Insured's Percentage** means the **Insured Person's** Monthly **Benefit** as a percentage of their **Monthly Income**.

**Insured** means The Professional Pilot Insurance Plan.

**Insured Person** means the person named in the Schedule as the Insured.

**Insurer means** Catlin Underwriting Agencies Limited.

**Irretrievably Disabled** means that an **Insured Person** suffers a condition that is certified by an **Independent Medical Practitioner** in accordance with General conditions 1.3 of this Certificate of Insurance to be sufficient to render the **Insured Person** unable ever to return to their **Occupation**.

#### **Licence Issuing Authority**

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

**Master Policy Administrator** means R Bruce Inc o/a RBI Advisory Group.

**Master Policy Holder** means the Professional Pilot Insurance Plan.

**Maximum Age Limit** means the **Maximum Age Limit** stated in the Schedule.

**Maximum Benefit Period** means the lesser of sixty (60) months and the number of months remaining from the start of the **Disability** or until attaining the **Maximum Age Limit**.

**Medical Certificate** means a certificate that validates that the **Insured Person** has reached the medical standards required by the **Licence Issuing Authority** in order to undertake his **Occupation**.

**Monthly Income** is one-twelfth of the **Insured Person's** annual salary from their **Occupation**. **Monthly Income** does not include any director's fees, commissions, investment income, income received from deferred compensation plans, disability income policies or retirement plans or income not derived from vocational activities. **Monthly Income** is to be determined at the commencement of risk in respect of that **Insured Person** or where there has been a subsequently agreed alteration to the level of **Monthly Benefit**, then at the date of the most recent alteration. Where an **Insured Person** has been granted leave of absence without pay, their salary shall be unaltered until leave of absence ceases

**Occupation** means the **Insured Person's** principal employment.

**Permanent** means lasting twelve (12) consecutive months from the date of **Accident** and at the expiry of that period being beyond hope of improvement.

**Period of Insurance** means the "**Period of Insurance**" as shown in the Schedule.

#### **Pre-Disability Earning**

The average **Monthly Income**, including any additional flight allowances and any other income related to flying activities, after the deduction of income tax for the three (3) complete months immediately prior to the start of **Disability**.

If the **Insured Person** is employed by a company in which he has owned more than 5% of the share capital in the last 12 months, then this definition is amended to:-

The average **Monthly Income**, including any additional flight allowances and any other income related to flying activities, paid to the **Insured Person's** company, after the deduction of income tax for the twelve (12) complete months immediately prior to the start of **Disability**, less a 35% deduction

**Pre-Existing Medical Conditions** means any **Bodily Injury**, physical condition or the existence of any **Illness**, disease or any other condition that:

- (a) was diagnosed;
- (b) was treated; or
- (c) the **Insured Person** knew about;

before the Inception Date, Or for which

- (a) advice for treatment was sought; or
- (b) a physician was consulted

during the twelve (12) months to the Inception Date

**Seasonal Worker** is defined as a pilot who is not employed as a pilot on a full time basis for 12 months a year

**Waiting Period** means the period stated in the Schedule which commences immediately following the commencement of the relevant **Disability**.

Specimen Certificate

## Exclusions

This Certificate of Insurance does not cover **Disability**, death, **Disablement** directly or indirectly arising out of or consequent upon or contributed to by:

- (a) Active duty with an Armed Force;
- (b) Infection with Human Immunodeficiency Virus (HIV) or conditions due to any Acquired Immune Deficiency Syndrome (AIDS) (unless the **Insured Person** demonstrates that such condition was contracted as a direct consequence of medical treatment for an unrelated medical condition);
- (c) Chronic fatigue syndrome or myalgia;
- (d) Normal pregnancy or uncomplicated childbirth;
- (e) Any Pre-Existing Condition unless notified to and accepted by the **Insurer** prior to the inception of this Certificate of Insurance;
- (f) A criminal act committed by the **Insured Person** and no **Benefits** will be paid for any time during which the **Insured Person** is incarcerated;
- (g) Any deliberate attempt by the **Insured Person** to sustain a **Bodily Injury** or **Illness**;
- (h) Participating in, practicing or training for a sport as a professional.
- (i) any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Claims Conditions

- (a) The **Insured Person** must notify the **Insurer** of:
- (i) any **Disablement** within sixty (60) days of the start of any **Disability**; or
  - (ii) any absence of an **Insured Person** from his **Occupation** for more than thirty (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 **Insurer**.

The **Insurer** will be entitled to refuse to pay or at its sole discretion, defer payment of **Benefits** if the **Insured Person** does not comply with the terms of this condition. That if the **Insurer's** position is prejudiced by the late notification of a claim, this may adversely affect the settlement of the claim by the **Insurer**.

- (b) The **Insured Person** must provide all assistance and information reasonably required by the **Insurer** in relation to a claim (either initially or throughout any period of **Disability**) which may include but is not limited to:
- (i) making all efforts in a timely manner to regain the **Medical Certificate**;
  - (ii) attendance at independent medical examinations.
- (c) The **Insurer** may refuse to pay or defer payment of any **Benefits** otherwise available under this Certificate of Insurance if the **Insured Person** does not comply with this condition.
- (d) 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 Certificate of Insurance. The **Insurer** will pay the costs of such additional investigations.
- (e) The **Insurer** may refuse to pay or defer payment of any **Benefits** otherwise available under this Certificate of Insurance if the **Insured Person** does not comply with this condition.
- (f) Any notice served by the **Insured Person** under this Certificate of Insurance must be sent to the **Master Policy Administrator**.
- (g) If the **Insurer** and the **Insured Person** are unable to agree if:
- (i) The **Insured Person** is **Disabled** or no longer **Disabled**; or
  - (ii) Medical treatment proposed to be undergone by the **Insured Person** could assist the **Insured Person** in no longer being **Disabled**;

then the **Insurer** and the **Insured Person** agree that no lawsuit may be brought but rather the **Insurer** and the **Insured Person** must attend mediation (before a mediator agreed to by both the **Insurer** and the **Insured Person**), and if such mediation fails a Referee will be chosen jointly by the **Insurer** and the **Insured Person**, failing which a Referee shall be selected solely by the **Insurer**.

The Referee must be versed in disability Insurance Law. The decision of the Referee is final and binding on the **Insurer** and the **Insured Person**. The cost of the referral will be borne by the **Insurer**.



- (h) If the **Insured Person** decides to seek a Referee's opinion, the **Insured Person** must write at first instance to the person specified in the Complaints section of this Certificate of Insurance. If this fails to resolve the complaint, the **Insurer** will request the nomination of a Referee as noted above. Once appointed, the Referee will consider the circumstances of the claim and advise both parties of:
- (i) The information needed to form an opinion on the matter,
  - (ii) Any additional medical investigations that may be needed and
  - (iii) the specific process and timetable to be followed to hear the complaint.

Specimen Certificate

## Complaints Procedure

### Resolution of disagreements

If the **Insured Person** has any questions or concerns about this insurance or the handling of a claim, please contact the **Insurance Intermediary** named in the Schedule through whom this insurance was arranged.

### Complaints Procedure

In the event that the **Insured Person** remains dissatisfied and wishes to make a complaint, the **Insured Person** can do so at any time by referring the matter to the Complaints Manager at Catlin Underwriting Agencies Limited.

The address is:

Complaints Manager  
Catlin Underwriting Agencies Limited  
20 Gracechurch Street  
London  
EC3V 0BG

Telephone Number: +44 (0) 20 7743 8487

Email: [Catlinukcomplaints@xcatlin.com](mailto:Catlinukcomplaints@xcatlin.com)

If the **Insured Person** remains dissatisfied after Catlin has considered their complaint, the **Insured Person** may refer their complaint to Lloyd's. Please refer to the **Lloyd's Insurers Policyholders' Complaint Protocol** on page sixteen (16) and seventeen (17).

Or, if the **Insured Person** remains dissatisfied after Lloyd's has considered their complaint, or the **Insured Person** has not received a decision by the time Catlin and Lloyd's have taken eight weeks overall to consider their complaint, the **Insured Person** can refer their complaint to the United Kingdom Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone Number: +44 (0) 20 7964 1000

Fax: +44 (0) 20 7964 1001

The United Kingdom Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL

Lloyd's strives to enhance your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist you in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If you are not satisfied with our products or services, you can take the following steps to address the issue:

- Firstly, please contact the Insurance Intermediary who arranged the insurance on your behalf about your concerns so that he or she may have the opportunity to help resolve the situation.
- If your Insurance Intermediary is unable to help resolve your concerns, we ask that you provide us in writing an outline of your complaint along with the name of your Insurance Intermediary and your policy number.

Please forward your complaint to:

### Lloyd's Underwriters

Attention: Complaints Officer:

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 - Fax: (514) 861-0470

E-mail: [lineage@lloyds.ca](mailto:lineage@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to you within two business days to acknowledge receipt of your complaint and to let you know when you can expect a full response. If need be, we will also engage internal staff in Lloyd's Policyholder and Market Assistance Department in London, England, who will respond directly to you, and in the last stages, they will issue a final letter of position on your complaint.

In the event that your concerns are still not addressed to your satisfaction, you have the right to continue your pursuit to have your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO)** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

### For Quebec clients:

**Autorité des marchés financiers (AMF)**. The regulation of insurance companies in Quebec is administered by the AMF. If you remain dissatisfied with the manner in which your complaint has been handled, or with the results of the complaint protocol, you may send your complaint to the AMF who will study your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If you have a complaint specifically about Lloyd's Underwriters' complaints handling procedures you may contact the Financial Consumer Agency of Canada (FCAC).

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9

Services in English: 1-866-461-FCAC (3222)

Services in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

07/12

LSW1542E