

AVIATION PERSONAL ACCIDENT INSURANCE**(AIR TRAVEL ONLY)****POLICY SCHEDULE****Policy Number: {Response}****Item 1. NAME AND ADDRESS OF THE INSURED:**

{Response}

Item 2. PERIOD OF INSURANCE:**From:** {Response}**To:** {Response}

Both days {Response} Local Standard Time at the address of the Insured.

Item 3. SCHEDULE OF AIRCRAFT:

(1) Make and Model	(2) Registration Marks	(3) Maximum Number of Insured Persons		
		pilots	crew members	passengers
{Response}	{Response}	{Response}	{Response}	{Response}

Item 4. INSURED PERSONS:

Pilots*/crew members*/passengers* whilst engaging in Air Travel.

*delete as applicable

Item 5. CAPITAL SUM INSURED:

{Response} each Insured Person

In the event of an Accident involving more than one Insured Person travelling in the same Aircraft Insurers will not be liable for more than {Response} each Aircraft.

Item 6. SCHEDULE OF BENEFITS:

The percentages specified below are percentages of the Capital Sum Insured and are applicable to each Insured Person.

1.	Death	100%
2.	Total and irrecoverable loss of sight of both eyes	100%
3.	Total and irrecoverable loss of sight of one eye	100%
4.	Loss of two limbs	100%
5.	Loss of one limb	100%
6.	Total and irrecoverable loss of sight of one eye and loss of one limb	100%
7.	Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or loss of limb(s))	100%

Medical and Related Expenses:

{Response} each Insured Person

In the event of Medical and Related Expenses applying to more than one Insured Person travelling in the same Aircraft Insurers will not be liable for more than {Response} each Aircraft.

Item 7. THE GEOGRAPHICAL LIMITS IN RESPECT OF WHICH THE COVERAGE AFFORDED BY THIS POLICY APPLIES:

{Response}

Item 8. PREMIUM:

{Response}

Item 9. CHOICE OF LAW AND JURISDICTION:

This Policy shall be governed by and construed in accordance with the law of {Response} and each party agrees to submit to the exclusive jurisdiction of the Courts of {Response} in any dispute arising hereunder.

Item 10. ALL NOTIFICATIONS REQUIRED BY THIS POLICY SHALL BE GIVEN TO:

{Response}

Certain words and phrases used in this Policy have special meanings which can be found in the Definitions below.

DEFINITIONS

1. "Accident" means a sudden, unexpected, specific event which occurs at an identifiable time and place during the Period of Insurance.

Accident shall also include:

- (a) Disappearance. If the Insured Person is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the Insurers that leads them to the conclusion that the Insured Person has sustained Bodily Injury and that such injury has caused the Insured Person's death, the Insurers shall pay the death benefit, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurers if the Insured Person is subsequently found to be alive.
 - (b) Hi-jack or any attempted Hi-jack. The cover shall continue whilst the Insured Person is subject to the control of the hi-jacker(s) or their associates, and during travel direct to the Insured Person's domicile or original destination after they cease to be under the control of the hi-jacker(s) or their associates, for a period not exceeding 12 months from the date of the Hi-jack.
 - (c) Unavoidable exposure to the elements.
2. "Air Travel" means entering or being on board an Aircraft detailed in Item 3 of the Policy Schedule for the purpose of flying therein or alighting therefrom following a flight or attempted flight.
 3. "Bodily Injury" means identifiable physical injury which is caused by an Accident which, solely and independently of any other cause, results in the death or disablement of the Insured Person.

However, death or disablement of the Insured Person caused by:

- (a) illness, sickness or disease directly resulting from such injury, or
- (b) medical or surgical treatment rendered necessary by such injury

shall also be covered.

All death or disablement of the Insured Person must occur within 12 months from the date of the Accident.

4. "Hi-jack" means unlawful seizure or wrongful control of the Aircraft detailed in Item 3 of the Policy Schedule in which the Insured Person is travelling.
5. "Loss of a limb" means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes permanent, total and irrecoverable loss of use of a hand, arm, leg or foot.
6. "Medical and Related Expenses" means all reasonable expenses incurred within 12 months from the date of the Accident for necessary medical, surgical, ambulance, hospital, professional nursing, repatriation and funeral expenses to or for each Insured Person who sustains Bodily Injury whilst such Insured Person is engaging in Air Travel.

7. "Permanent Total Disablement" means disablement which entirely prevents the Insured Person from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts 12 months and at the end of that period is beyond hope of improvement.

In consideration of the payment of the premium specified in the Policy Schedule and in reliance upon the information provided by the Insured to the Insurers, Insurers agree to provide coverage in accordance with the following:

COVERAGE

If any Insured Person sustains Bodily Injury whilst such Insured Person is engaging in Air Travel, the Insurers agree to pay to the Insured the amount stated in the Schedule of Benefits after the total claim has been substantiated under this Policy, subject to the following:-

1. Benefit shall not be payable under more than one of the items contained in the Schedule of Benefits in respect of the consequences of one Accident to any one Insured Person.
2. The total sum payable under this Policy in respect of one or more Accidents to any one Insured Person shall not exceed in total the largest benefit under any one of the items contained in the Schedule of Benefits.
3. If an Accident causes the death of the Insured Person within 12 months following the date of the Accident and prior to the definite settlement of the benefit for disablement provided for under items 2 to 7 of the Schedule of Benefits, Insurers shall only pay the death benefit.
4. Medical and Related Expenses shall be payable in addition to items 1 to 7 of the Schedule of Benefits. However, if in respect of such Medical and Related Expenses, the Insured or the Insured Person shall receive any payment under any other insurance in respect of the same Accident, the Insurers hereon shall only be liable for the difference between such recovery and the total cost of Medical and Related Expenses incurred, not exceeding the limit shown under Item 6 of the Policy Schedule with respect to Medical and Related Expenses.

EXCLUSIONS

1. This Policy does not cover death or disablement (including Medical and Related Expenses) in any way caused or contributed to by:
 - (a) war, whether war be declared or not, hostilities or any act of war or civil war;
 - (b) (i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
(ii) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever;
 - (c) the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
 - (d) illness, sickness or disease unless such illness, sickness or disease results from Bodily Injury as insured hereunder;
 - (e) the Insured Person's deliberate exposure to danger (except in an attempt to save human life);

- (f) the Insured Person's own criminal act;
 - (g) the Insured Person being under the influence of alcohol;
 - (h) the Insured Person being under the influence of drugs, except those drugs taken on the advice of, or as directed by, a duly qualified medical practitioner.
2. This Policy does not apply:
- (a) to claims excluded by the attached Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72;
 - (b) to claims excluded by the attached Sanctions and Embargo Clause AVN111.

CONDITIONS PRECEDENT

It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Policy.

1. Notice must be given to the Insurers as soon as possible of any Accident which causes or may cause a claim within the meaning of this Policy, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner.
2. Notice must be given to the Insurers as soon as possible in the event of the death of the Insured Person resulting or alleged to result from an Accident.

All notices as specified above shall be given by the Insured to Insurers via the firm named for the purpose in Item 10 of the Policy Schedule

CONDITIONS

1. No benefit will be payable for any condition for which the Insured Person has sought advice, diagnosis, treatment or counselling or of which the Insured Person was or should reasonably have been aware at inception of this Policy or for which the Insured Person has been treated at any time prior to inception, unless such condition has been declared to and agreed by the Insurers.
2. All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of the Insurers and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Insured Person.
3. An Insured or an Insured Person shall not in the presentation and furtherance of any claim:
 - (a) deliberately or recklessly conceal from Insurers any information which they know or ought to know might be material to Insurers' consideration of any claim;
 - (b) provide to Insurers information, which they know to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
 - (c) otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.

In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim.

In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:

- (i) terminate the cover provided by the Policy to the Insured or Insured Person with effect from the date of the event relied upon for the claim;
- (ii) recover any sums paid to the Insured in respect of losses occurring on or after the date of the event relied upon for the claim; and
- (iii) retain any and all premium paid by the Insured.

If any provision of this condition is in conflict with the law governing the Policy it shall be of no effect to the extent of such conflict.

4. Should there be any change in the circumstances or nature of the risks which are the basis of this Policy the Insured shall give immediate notice to the Insurers via the firm named in Item 10 of the Policy Schedule and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.
5. The choice of law and jurisdiction applicable to this Policy is as specified in Item 9 of the Policy Schedule.
6. This Policy may be cancelled by notice in writing. The Insured may give notice at any time. The Insurers shall give 30 days or such other notice, if of longer duration, as is mandated by the law stated in Item 9 of the Policy Schedule.

If the Policy shall be cancelled by the Insured, the Insurers shall be entitled to the proportion of the premium calculated in accordance with the following scale.

1 month on risk	- 20% annual premium
2 months on risk	- 30% annual premium
3 months on risk	- 40% annual premium
4 months on risk	- 50% annual premium
5 months on risk	- 60% annual premium
6 months on risk	- 70% annual premium
7 months on risk	- 75% annual premium
8 months on risk	- 80% annual premium
9 months on risk	- 85% annual premium

Over 9 months equivalent to full annual premium.

If the Policy shall be cancelled by Insurers, they shall be entitled to the premium for the period that this Policy has been in force, calculated pro-rata. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

AVN 113 17.3.14

In common with all AICG produced AVN policy wordings, this policy wording is published by AICG, but it is expressly non-binding and AICG makes no recommendation as to its use. Insurers are of course free to offer different policy wordings and clauses to their policy holders.