

Aircrew Insurance

Insurance solutions for commercial aviation pilots and organisations

The logo for Aircrew Insurance features the word "aircrew" in a lowercase, blue, sans-serif font. A horizontal blue line is positioned above the letters "i", "r", "c", and "r". The letter "w" is partially obscured by a blue silhouette of an airplane in flight, angled upwards and to the right. Below "aircrew", the word "INSURANCE" is written in a smaller, uppercase, blue, sans-serif font.

aircrew
INSURANCE



PILOT LOSS OF LICENCE INSURANCE

Individual Permanent and
Temporary Loss of Licence Insurance
Combined Policy Wording and Product Disclosure Statement (PDS)

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PART A – PRODUCT DISCLOSURE STATEMENT

1. About the coverholder

This Insurance is issued by YourCover Pty Ltd (ABN 35 169 038 466) (AFS licence No. 461299) of Level 22, 127 Creek Street, Brisbane QLD 4000 on behalf of the Insurer. YourCover is authorised to quote, bind and issue **certificates of insurance** under a binding authority granted by the Insurer.

2. Who is the insurer?

This insurance is underwritten by Certain Underwriters at Lloyd's. **You** can obtain further details of the syndicate numbers and the proportions of this insurance for which each of the underwriters at Lloyd's is liable upon request to **us**.

3. About Lloyd's

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress. Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

4. General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code, please visit www.codeofpractice.com.au.

The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

5. Words with special meaning

For the purposes of **you** reading this PDS and **your policy**, some words have a special meaning for the terms **we** have used which are provided in the 'General definitions applying to the **policy**' in Section 1 of the policy wording. Any word or expression to which a special meaning has been given in any part of this **policy** shall bear this meaning wherever it is shown in **bold**. Please note words in a singular can be plural and vice versa.

6. The purpose of this Product Disclosure Statement (PDS)

This Product Disclosure Statement (PDS) contains important information as required under the Corporations Act 2001 (Cth) and has been prepared to assist **you** to:

- decide whether the product will meet **your** needs; and
- compare this product with any other products **you** may be considering.

This PDS sets out significant benefits, limits and risks of the **policy**. Please also refer to 'What your policy does not cover' in Section 4 of the **policy** for a full list of exclusions. It is designed to help **you** decide if the insurance is right for **you**. Any advice is general and does not take into account **your** needs and circumstances. For full details of the cover, limitations, exclusions and terms and conditions **you** should read the policy wording carefully before deciding whether to purchase the insurance.

7. Updating this PDS

This PDS was prepared on 1 March 2022.

We may need to update the information contained in this PDS when necessary. Should this PDS need to be updated, **we** will provide **you** with a new or supplementary PDS outlining these changes, except in limited circumstance where the information is not something that would be materially adverse from the point of view of a reasonable person deciding whether to acquire this insurance.

8. General advice

Any general advice contained within this PDS, **policy** or accompanying documents does not take into account **your** objectives, financial situation or needs. **You** should consider whether any general advice is suitable for **you** and **your** circumstances. Before **you** make any decision about whether to acquire this Individual Pilot Loss of Licence Insurance, **you** should read the Product Disclosure Statement (PDS) and/or policy wording before making **your** decision.

9. Loss of licence insurance

This insurance policy provides financial protection in the event **your** Class 1 medical certificate is cancelled, suspended or invalidated due to **bodily injury** or **illness** during the **period of insurance** and occurring within the scope of cover.

10. What loss of licence cover you can apply for

We offer two types of cover, the significant **policy** benefits and features are summarised below. Please refer to the policy wording for full details of the benefits, terms, limits, conditions and what is not covered. All cover is subject to the payment of the premium. If **you** require further information, please contact **us** or **your** broker or adviser.

Permanent loss of licence cover summary (capital benefit)

Standard cover	<p>Permanent loss of licence is standard cover and pays a lump sum capital benefit in the event of a permanent total disability.</p> <ul style="list-style-type: none">➤ 100% of the sum insured due to bodily injury or illness other than a classified illness➤ 35% of the sum insured due to a classified illness➤ 180 days waiting period
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Temporary loss of licence cover summary (monthly benefit)

Optional extra cover	<p>Temporary loss of licence is optional extra cover at an additional cost and pays a monthly benefit in the event of a temporary total disability. This cover only applies if you have chosen this cover and an amount is shown in your certificate of insurance.</p> <ul style="list-style-type: none">➤ 85% of your income up to \$15,000 per month due to bodily injury or illness➤ monthly benefit period of twenty-four (24) months➤ choice of waiting period options ranging from 60 up to 180 days
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11. Who is eligible to apply?

You can only apply for cover under this **policy** if at the date of application, **you**:

- are an Australian citizen or permanent resident of Australia;
- are aged over eighteen (18) and under sixty (60);
- hold a valid Commercial Pilot Licence (CPL) or Air Transport Licence (ATPL);

12. Not everything is covered

As with most insurance policies, claims may be refused in certain circumstances when something is not covered under the terms of the **policy**. Please make sure **you** read 'What your policy does not cover' in Section 4 of the policy wording and understand what is not covered.

There are also limitations on some cover benefits, it is important that **you** read the policy wording together with the **certificate of insurance** so that **you** understand the extent of the cover and its limitations. **You** should specifically read 'General conditions applying to the policy' and 'General provisions applying to the policy' to make sure the cover **we** provide meets **your** expectations.

13. How to apply for individual pilot loss of licence insurance

You can apply online or complete an application form that is made available from a licensed agent or broker who has a current agreement with **us**. They will request any additional information and submit to **us** for **our** consideration.

14. When cover commences

If **you** satisfy the eligibility criteria **your** cover will commence from the date stated in the **certificate of insurance** as the **period of insurance**. If **you** have a medical condition(s) that require further investigation by **us**, then **we** will confirm the start date once **we** have accepted the medical condition.

15. How to make a claim

You must give **us** written notice of any event in the **period of insurance** which is likely to give rise to a claim within thirty (30) days, or as soon as is reasonably practicable after the date of the incident. **You** should include **your policy** number in this correspondence.

Please send the notice to:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Telephone: +61 (07) 3010 9746
Email: info@yourcover.com.au

Once notified of a claim, **we** or **our** authorized agents will provide **you** with claim forms. **You** must fully complete and return the claim forms to **us** or **our** agents together with such other information and documentation that **we** or **our** agents may require in order to consider the claim, including but not limited to health certificates, **medical practitioner** reports, employer reports and related evidence of the claim.

Please refer to Section 7 for claims conditions that apply to the **policy**.

16. Claim benefit offset

[Applicable to permanent loss of licence cover \(Section 2\)](#)

The actual amount payable to **you** in the event of a **permanent total disability** under Section 2 will be reduced by any **temporary total disability** payment(s) paid by **us** to **you** under Section 3.

[Applicable to temporary loss of licence cover \(Section 3\)](#)

The actual amount payable to **you** in the event of a **temporary total disability** under Section 3 will be reduced by all income paid or **you** are entitled to, from any of the following sources:

- workers compensation schemes;
- statutory compensation, pension, social security or similar schemes;
- income benefits from other policies of insurance, mutual funds and/or superannuation or pension funds or plans.

17. Your duty to take reasonable care not to make a misrepresentation

Your application for insurance cover will be treated as if **you** are applying for a 'consumer insurance contract'. Before the contract of insurance is entered into, **you** have a legal duty to take reasonable care not to make a misrepresentation to the insurer under the *Insurance Contracts Act 1984* (Cth). It is very important that **you** comply with **your** duty, as this may impact on **your** insurance cover.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth.

When **you** apply for insurance, **we** will ask **you** clear and specific questions that are relevant to **our** decision to insure **you**. **Your** answers in response to **our** questions are important as **we** use them to determine whether **we** can provide insurance cover to **you**, and if so, the terms of the **policy** and the premium **we** will charge. This means that when answering **our** questions, **you** should respond fully, honestly and accurately.

The duty to take reasonable care not to make a misrepresentation applies anytime **you** answer **our** questions as a part of an initial insurance application, when extending or making changes to an existing insurance, and reinstating any previous contract of insurance.

We may later investigate the answers **you** provide to **us**, for example, when a claim is made.

Guidance for answering our questions

Please ensure that **you** take care when providing **your** answers in response to **our** questions in relation to **your** insurance application. **You** should respond fully, honestly and accurately. If **you** do not, it may affect **your** insurance cover.

When answering **our** questions, please:

- Think carefully about **your** responses. If **you** do not understand the question or require further explanation, please ask **us** before responding;
- Make sure **your** responses are truthful, accurate and complete answers to every question that **we** ask **you**;
- Provide **us** with all relevant information in response to **our** questions. If **you** are unsure what information to include, please include it or check with **us**, **your** broker or adviser;
- Do not assume that **we** will contact anyone else for the information **we** are asking **you** for;
- Review each answer **you** have provided on **your** insurance application carefully and make any corrections (if necessary) before submitting it to **us**. **You** are responsible for the answers that **you** provide **us**, even if **you** have had help in preparing **your** application, for example from **your** broker, adviser, or someone else.

Before **your** insurance cover starts, please tell **us** of any changes that may be required to the answers **you** have given to **our** questions. This may save time as any changes may require further investigation or assessment of the risk.

If, after **your** insurance cover starts, **you** think **you** may not have complied with **your** duty, please contact **us**, **your** broker or adviser immediately and **we** will let **you** know whether it has any impact on **your** cover.

We may contact **you** after **you** have submitted **your** application to clarify or collect any information that **you** may not have included. The information **you** provide may be recorded and used by **us** in assessing **your** application. **Your** duty to take reasonable care not to make a misrepresentation applies to all types of communication with **us**, including written, electronic, online, when speaking with **us** in person or on the telephone, or a mix of these.

If you do not comply with your duty

If **you** do not take reasonable care not to make a misrepresentation, it may have serious consequences for **your** insurance. If **you** have failed to comply with **your** duty, **we** have certain rights, which may depend on what **your** insurance offer may have been had **you** not made a misrepresentation, and whether or not the misrepresentation was fraudulent. **We** have different actions available to **us**, for example, **we** may do one of the following:

- Avoid **your** insurance cover. This means that **your** insurance contract and cover will be treated as if it never existed;
- Change the amount of cover, for example the level of cover may be reduced;
- Change the terms of **your** insurance contract, for example certain events may be excluded from being covered.

This may mean an insurance claim may not be paid, or the amount or benefit paid may be reduced, or premiums increased.

If **we** suspect that **you** may have breached **your** duty to take reasonable care not to make a misrepresentation, before **we** exercise any of the actions available to **us**, **we** will:

- Explain **our** reasons why **we** believe **you** have breached **your** duty; and
- Provide **you** with an opportunity to respond and provide **us** with further information.

If **we** decide to make changes to **your** cover, **we** will notify **you** of **our** decision and provide **you** with the review process and complaints procedure to follow if **you** disagree with **our** decision.

If you need help

It is very important that **you** understand this information, the questions that **we** ask **you** and **your** duty. If **you** are having difficulty for any reason, such as a disability, English language, or require further support such as a support person **you** trust, please contact **us** so that **we** may tell **you** how **we** may assist in providing additional support.

If **you** have any questions, please contact **us**, **your** broker or adviser.

18. What to do if you have a complaint

If **you** have any concerns or wish to make a complaint in relation to this **policy**, **our** services or **your** insurance claim, please let **us** know and **we** will attempt to resolve **your** concerns in accordance with **our** Internal Dispute Resolution procedure. Please contact YourCover Pty Ltd in the first instance:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Australia
Telephone: +61 (07) 3010 9746
Email: info@yourcover.com.au

We will acknowledge receipt of **your** complaint and do **our** utmost to resolve the complaint to **your** satisfaction within ten (10) business days.

If **we** cannot resolve **your** complaint to **your** satisfaction, **we** will escalate **your** matter to Lloyd's Australia who will determine whether it will be reviewed by their office or the Lloyd's UK Complaints team. Lloyd's contact details are:

Lloyd's Australia Limited
Email: idraustralia@lloyds.com
Telephone: +61 (02) 8298 0783
Suite 1603
Level 16, 1 Macquarie Place
Sydney NSW 2000

A final decision will be provided to **you** within thirty (30) calendar days of the date on which **you** first made the complaint unless certain exceptions apply.

You may refer **your** complaint to the Australian Financial Complaints Authority (AFCA), if **your** complaint is not resolved to **your** satisfaction within thirty (30) calendar days of the date on which **you** first made the complaint or at any time. AFCA can be contacted as follows:

Telephone: +61 1800 931 678
Email: info@afca.org.au
Post: GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

Your complaint must be referred to AFCA within two (2) years of the final decision, unless AFCA considers special circumstances apply. If **your** complaint is not eligible for consideration by AFCA, **you** may be referred to the Financial Ombudsman Service (UK) or **you** can seek independent legal advice. **You** can also access any other external dispute resolution or other options that may be available to **you**.

19. Privacy

YourCover Pty Ltd is committed to protecting the privacy of the personal information **you** provide **us**. **We** use and retain **your** personal information in accordance with the National Privacy Principles and Privacy Act 1988. In addition to the information below, **you** can see full details on how **we** use **your** information via **our** Privacy Notice available on **our** website <http://yourcover.com.au>.

We need to collect the personal information on the applicable proposal form to consider **your** application for insurance and to determine the premium (if **your** application is accepted) when **you** are applying for, changing, or renewing an insurance **policy** with **us**. This information will also be used if **you** lodge a claim under **your policy**. **We** may also need to request additional information from **you** in connection with **your** application or a claim. If **you** do not provide **us** with this information, or any additional information **we** request, **we** may not be able to process **your** application or offer **you** insurance cover or respond to any claim.

We may collect the following personal information:

- **Your** name, date of birth, address, other contact details, occupation, financial information such as **your** bank account details, details of the items **you** want to insure (including the location of those items where this applies) or the cover **you** want to take out, details of any other people **you** are including on the proposal or policy, and details of insurance claims **you** have made.

We may also collect the following sensitive personal information about **you** and any other people **you** are including on the proposal or policy. **We** will obtain consent before collecting sensitive personal information unless **we** are required or permitted by law to collect it without consent.

- Medical details, details of any criminal convictions and details of any insurance claims made (including details of personal injuries or medical conditions)

We may receive personal information from, or disclose personal information to, the following parties:

- a) **Our** relevant employees and related entities involved in delivering **our** services;
- b) If **your** insurance broker collects this form from **you**, to that broker;
- c) Facilitators such as legal firms, professional experts such as accountants, actuaries, engineers and technology experts;
- d) **Our** appointed third party administrators (TPAs) for claims assessment and administration services;
- e) **Our** service providers based within Australia or overseas, such as the United Kingdom, who assist **Us** in delivering **our** services;
- f) Insurance companies with whom **we** transact business;
- g) The Lloyd's Syndicates **we** represent (which are located in the United Kingdom);
- h) Insurance reference bureau, credit reference bureau or dispute resolution organisations;
- i) Reinsurers or reinsurance brokers (which may include reinsurers located outside of Australia).

Where **we** do disclose the information, the recipient may hold the information in accordance with its own privacy statement/policies. Those may include, by way of example, disclosing the information to and storage of that information by its associated entities, which may be located overseas. **We** may also be required to provide **your** personal information to others for purposes of public safety and law enforcement and if required by law or a law enforcement body to do so.

By completing and returning a proposal form or providing **us** with any additional information in connection with **your** application, **you** agree to **us** using and disclosing **your** information as set out above. This consent to the use and disclosure of **your** personal information remains valid unless **you** alter or revoke it by giving **us** written notice.

When **you** give **us** personal information about other individuals, **we** rely on **you** to make or have made the individual aware that **you** will or may provide their personal information to **us** and the types of other parties and service providers **we** may provide it to, for the relevant purposes **we** and the other parties and service providers will use it for, and how they can access it. If **you** have not done so, **you** must tell **us** before **you** provide the relevant personal information to **us**.

You may request access to **your** personal information and, where necessary, correct any errors in this information (some restrictions may apply). If **you** would like to access a copy of **your** personal information or **you** wish to correct or update **your** personal information, please contact **us** at YourCover Pty Ltd, Level 22, 127 Creek Street, Brisbane QLD 4000, by email at info@yourcover.com.au or call **us** on +61 (07) 3010 9746.

If **you** have any concerns about how **we** are collecting and processing **your** personal information, **you** may raise a complaint by email at info@yourcover.com.au. If **you** are dissatisfied with **our** response, **you** may refer

the matter to the Office of the Australian Information Commission (OAIC). The OAIC contact details can be found at www.oaic.gov.au.

20. Cancelling your policy

You may cancel this **policy** at any time by notifying **us** in writing. The cancellation will take effect from 4:00pm on the day **we** receive **your** written notice of cancellation or such time as may be otherwise agreed.

We may cancel the **policy** or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth). Cancellation by **us** takes effect from 4:00pm on the day which is three (3) business days from the date **we** notify **you** in writing.

If the **policy** is cancelled by **you** or **us**, **we** will refund the premium for the **policy** less a pro-rata proportion of the premium to cover the period for which insurance applied. However, **we** will not refund any premium if **we** have paid a claim or benefit to **you** under the **policy**.

21. Cooling-off period

We will refund all premium for cover under the **policy** if **you** request cancellation of the insurance **policy** within twenty-one (21) days of inception of the **period of insurance**. To do this **you** must advise **us** in writing. **You** will not receive a refund if **you** have made a claim under the **policy** during the cooling-off period.

22. Costs

The premium payable by **you** will be shown in **your certificate of insurance**. The premium is calculated taking into consideration a number of risk factors including **your** age, occupation, **cover type**, **sum insured**, **waiting period** and any previous claims history.

Your policy includes stepped premiums which means the premium is recalculated each year based on **your** age at **your policy** anniversary. Generally, this means **your** premium will increase each year as **you** get older.

Premiums are subject to Commonwealth and State taxes and/or charges where applicable. They can include GST, Stamp Duty and any other charges.

23. Overdue premium

Your premium for this insurance must be paid within thirty (30) days from the payment due date otherwise **you** are not entitled to make a claim and **we** may cancel **your** insurance.

24. How to contact us

For any matters relating to **your** insurance, please contact:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Australia
Telephone: +61 (07) 3010 9746
Email: info@yourcover.com.au

PART B – POLICY WORDING

Section 1 – General definitions applying to the policy

For the purposes of **you** reading this PDS and **your** policy wording, some words have a special meaning for the terms **we** have used. Any word or expression to which a special meaning has been given in any part of this **policy** shall bear this meaning wherever it is shown in **bold**. Please note words in a singular can be plural and vice versa.

accident	means a sudden violent, unforeseen, external and visible event which occurs at an identifiable time and place during the period of insurance .
bodily injury	means a physical injury caused by an accident and including any illness solely and directly resulting from such accident .
certificate of insurance	means the certificate of insurance attaching to and forming part of the policy or any subsequently substituted certificate of insurance . The certificate of insurance is part of this contract of insurance and sets out details of you , the cover type that applies to you , the period of insurance and any amendments to the policy .
civil war	means a state of armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups, including armed rebellion, revolution, sedition, insurrection, civil unrest, coup d'état and the consequences of martial law.
classified illness	means an illness which first manifests during the period of insurance which is by its nature or origin: <ul style="list-style-type: none">i. either directly or indirectly consequent upon or contributed to by drugs or alcohol, unless prescribed by a medical practitioner in the treatment of an illness; orii. an illness which is incapable of diagnosis with available objective evidence or has not been diagnosed as an illness despite such evidence being available.
commencement date	means the date shown in the certificate of insurance .
cover types	means one of two types of cover: <ul style="list-style-type: none">i. permanent loss of licence cover; orii. permanent and temporary loss of licence cover. The cover type you selected and to which you are entitled under the policy will be shown in your certificate of insurance .
date of loss	means the first day that you are prevented or suspended from acting in the capacity for which the licence is held in connection with your occupation due to bodily injury, illness or classified illness . Suspension, invalidation or cancellation must be evidenced by our receipt of a long term or temporary unfit assessment issued by the relevant licence issuing authority within thirty (30) days from the date of loss .
illness	means a sickness or disease, including mental health conditions but excluding a classified illness , which first manifests itself during the period of insurance .
licence	means all licence(s) and/or medical certificate(s) held by you in connection with your occupation as a commercial pilot.

loss of licence	means absolute prevention, as a consequence of bodily injury, illness or classified illness , from acting in the capacity for which a licence is held.
medical practitioner	means a medical officer of the Civil Aviation Safety Authority (CASA), Designated Aviation Medical Examiner (DAME) or any appropriately qualified and registered treating specialists involved in diagnosis and management of your condition. For mental health conditions , this can include a treating psychiatrist, psychologist or similar specialist. A medical practitioner doesn't include your family members, relatives or employees.
mental health conditions	means any psychological or psychiatric disorder(s) diagnosed by a specialist or other appropriately qualified medical practitioner and which is included in the internationally-recognised classification system. Such a diagnosis shall include severe and lasting impairment in personal performance as indicated by at least one of the following: <ul style="list-style-type: none"> i. a limitation in activities of daily living; ii. social functioning; iii. impairment in concentration, memory or other cognitive functioning leading to chronic task under-performance in terms of aptitude, learning new material, reliable accuracy, endurance or pace of work; iv. deterioration or decomposition in work settings; episodic disorders of mood; v. disorders of form and control of thought.
monthly benefit	means the lesser of 85% of your monthly income , reduced by any claim benefit offsets or fifteen thousand dollars (\$15,000). The maximum amount you are eligible to receive will be stated in the certificate of insurance , if applicable.
monthly benefit period	means the maximum number of months which monthly benefits are payable as specified in the certificate of insurance , commencing from the date of loss and excludes the waiting period .
monthly income	means if you are: <ul style="list-style-type: none"> i. an employee, your pre-tax gross monthly income at the commencement date or last renewal date of the policy solely accruing from piloting activities, including any allowances you would normally receive that are not of an intermittent or occasional nature. ii. self-employed, your pre-tax gross monthly income solely accruing from your piloting activities net of business costs and expenses incurred in deriving that income in the twelve (12) month period immediately preceding the period of insurance or any shorter period that you have been continuously self-employed as a commercial aviation pilot. <p>If you have been on leave without pay that commenced at any time in the twelve (12) months before the date of loss, your monthly income is the average pre-tax gross monthly income received during the three (3) years in total of working either side of the leave without pay.</p>
period of insurance	means the period stated in the certificate of insurance or such shorter time if the policy is cancelled or cover ceases.
permanent total disability/disablement	means that due to bodily injury, illness or classified illness : <ul style="list-style-type: none"> i. the licence issuing authority has cancelled, suspended, invalidated, or refused renewal of your licence and you have suffered a continuous period of temporary total disability for longer than the waiting period; and

- ii. the medical condition giving rise to **your permanent total disability** is unlikely to improve as a result of medication or treatment; and
- iii. in the opinion of a **medical practitioner** and after consideration of all relevant medical evidence, it's unlikely **you** will regain a valid **licence** within three (3) years from date of settlement of the claim.

policy means the product disclosure statement, **policy** wording, **certificate of insurance** and any additional endorsements **we** subsequently issue to **you**.

pre-existing condition means

- i. any **bodily injury, illness, classified illness or mental health condition** for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were or could reasonably have been expected to be aware of its existence or which **you** had been treated at any time prior to the **commencement date** of this **policy**, unless declared and agreed by **us** in writing; or
- ii. any new not previously declared to **us** **mental health condition**, unless **you** are being treated by or have been referred to an appropriately qualified and registered psychiatrist, psychologist or similar specialist.

sum insured means the maximum amount **we** will pay under this **policy** for all **cover types** as stated in the **certificate of insurance**.

terrorism means an act of **terrorism** involving, but not limited to, the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of **terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. If **we** conclude that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon **you**.

temporary total disability/disablement

means that due to **bodily injury** or **illness** **you** are:

- i. entirely and continually prevented from acting in the capacity for which **you** hold a **licence**; and
- ii. temporarily suspended by the licence issuing authority and
- iii. under the care and following the advice and treatment of a **medical practitioner**; and
- iv. not working in any undertaking usually performed for wage or profit.

A period of **temporary total disability** shall also include any period of self-suspension provided it is confirmed within thirty (30) days by the issuance of a temporary unfit assessment by the relevant licence issuing authority.

waiting period means the period of consecutive days commencing from the **date of loss** until expiry of the number days specified in the **certificate of insurance**. No benefit(s) are payable during the **waiting period**, unless agreed by **us**.

war or related risks means **war**, invasion, act of foreign enemies, hostilities (whether **war** be declared or not), **civil war**, rebellion, revolution, insurrection, military or usurped power.

we/us/our means YourCover Pty Ltd, ABN 35 169 038 466, AFSL 461299, of Level 22, 127 Creek Street, Brisbane QLD 4000 for and on behalf of Certain Underwriters at Lloyd's.

you / your means the person named in the **certificate of insurance** and/or legal representative wherever the context admits.

A reference to legislation, statutory order, section, subsidiary instrument, or part in this document includes a reference to any replacement or re-enacting or amending or equivalent legislation, statutory order, section, subsidiary instrument or part.

Your standard cover

Section 2 – Permanent loss of licence cover (capital benefit)

2.1 What this section covers

This cover pays a capital lump sum benefit in the event of your **loss of licence** resulting from **permanent total disability** within twenty-four (24) months from the **date of loss**.

In the event of the licence issuing authority not declaring you fit from acting in the capacity for which a **licence** is held within twenty-four (24) months from the **date of loss**, **we** will consider settlement of the claim if in the opinion of a **medical practitioner you** are unlikely to regain validation of such **licence** within the next three (3) years from the date of our agreement to settle your claim.

2.2 How much we will pay

We will pay **you** up to the **sum insured** stated in **your certificate of insurance** after expiry of the **waiting period**. **We** will not pay more than one (1) of the insured benefits shown in the table below.

Insured benefit	The benefit as a percentage of the sum insured
a) permanent total disability due to bodily injury or illness , other than a classified illness .	100%
b) permanent total disability due to a classified illness which is i. consequent upon alcohol or drugs; or ii. incapable of diagnosis or not diagnosed as an illness	35%
Payment under 2.2 b) i. above is conditional upon you within ninety (90) days from the date of diagnosis of such classified illness , entering a rehabilitation programme approved by us and demonstrating and continuing to demonstrate to our satisfaction that you are participating and co-operating in all aspects of such rehabilitation programme. The cost of participation in the programme will be deducted from any benefit payment.	

2.3 Limit on benefit amounts

The **sum insured** shall not exceed the following limits, unless agreed by **us** in writing as a special acceptance.

Age category	Maximum sum insured
Up to age 39	\$ 600,000
40 - 44	\$ 500,000
45 - 49	\$ 400,000
50 - 54	\$ 300,000
55 - 59	\$ 250,000
60 - 65	\$ 150,000

In order to recover the maximum **sum insured** payable under this **policy**, **you** must have notified **us** of any other Loss of Licence cover and the existence of that other cover must have been noted and accepted by **us** before a claim arises. If no such prior notification has been given, **we** may reduce the **sum insured** payable under this **policy** by all other valid and collectable Loss of Licence cover arranged by **you** or **your** employer. Any payment under these circumstances will only be the difference between the **sum insured** as stated above, and all other valid Loss of Licence cover, subject always to the **sum insured** as stated in the **certificate of insurance**.

2.4 Claim benefit offset

The **sum insured** payable for **permanent total disablement** under Section 2 will be reduced by any **temporary total disablement monthly benefit(s)** paid by **us** to **you** under Section 3, if applicable.

2.5 Waiting period

We shall not be obliged to settle a claim for **permanent total disablement** until one hundred and eighty (180) days after the **date of loss** or all enquiries have been completed by **us**, whichever the later. **We** will consider payment of the claim earlier if **we** are satisfied of the validity of the claim. The **waiting period** shall commence from the **date of loss**. No claim shall be payable if **you** die within the **waiting period**.

2.6 Coverage limitation

Policy renewal following of **your** sixtieth (60th) birthday, coverage will be in respect of **bodily injury** only.

Optional extra cover

Section 3 – Temporary loss of licence cover (monthly benefit)

3.1 What this section covers

This cover provides **you** with a **monthly benefit** payment in the event of **temporary total disablement**.

We will pay a **monthly benefit** if **you** have a continuous period of **temporary total disability** for longer than the **waiting period** stated in the **certificate of insurance**.

3.2 How much we will pay

We will pay **you** up to the **monthly benefit** amount stated in **your certificate of insurance**. The **monthly benefit** will be capped at the lesser of 85% of your **monthly income** or fifteen thousand dollars (\$15,000). The amount calculated is 1/365th of the annual benefit for every day of the period for which it is payable.

Insured benefit		The benefit amount
a)	temporary total disability due to bodily injury or illness	85% of income up to \$15,000 per month

3.3 When we start paying

The **monthly benefit** starts to accrue from the first day after expiry of the **waiting period** and **we** shall not be obliged to settle a claim under this **policy** until expiry of the **waiting period** or all enquiries have been completed by **us**, whichever the later.

We start paying the benefit monthly in arrears and therefore **we** settle in the month after the month **you** became entitled to the **monthly benefit**.

3.4 Waiting period

We provide a choice of **waiting period** as per the table below and the option **you** nominated will be stated in **your certificate of insurance**.

Waiting period options			
60 days	90 days	120 days	180 days

3.5 Benefit period

The **monthly benefit period** is twenty-four (24) months.

3.6 When we stop paying

We will pay a **monthly benefit** until the first of the following occurs:

- a) the first day **you** are no longer **temporary totally disabled** and able to perform **your** normal duties, whether or not **you** choose to return to normal duties; or
- b) the date **you** are entitled to a **permanent total disablement** benefit; or
- c) the failure to supply medical evidence to support **your** claim or the unreasonable refusal to undergo any surgical, medical, psychiatric or psychological treatment which will assist in **your** return to work; or
- d) the termination of **your** employment other than as a direct consequence of the disability giving rise to the claim; or

- e) the end of the **monthly benefit period**.

3.7 Claim benefit offset

A **monthly benefit** payable to **you** will be reduced by all income paid or **you** are entitled to, from any of the following sources:

- a) workers compensation schemes;
- b) statutory compensation, pension, social security or similar schemes;
- c) income benefits from other policies of insurance, mutual funds and/or superannuation or pension funds or plans.

We will however pay the difference between what is payable under the above sources and what you would be otherwise entitled to recover under the **policy**, where permissible by law.

3.8 Coverage limitation

Policy renewal following of **your** sixtieth (60th) birthday, coverage will be in respect of **bodily injury** only.

3.9 Included features under this section

a) Recurrent disability benefit

If **you** received a **monthly benefit** payment for **temporary total disability** and subsequently suffer a recurrence of the same or related medical condition within six (6) months of **monthly benefit** payments ceasing, **we** will treat the second claim as a continuation of the original claim and waive the **waiting period** on the second claim.

Any subsequent recurrence of **temporary total disability** which has exceeded the **waiting period** by more than six (6) months or any **temporary total disability** which is entirely unrelated to any prior medical condition will be subject to a new **waiting period**.

You are deemed to have made a full recovery when able to engage in **your** regular occupation and perform normal duties, even if **you** decide not to.

With regard to recurrent disability benefit payments, **we** will only pay the **monthly benefit** for the unused portion of the **sum insured** not previously exhausted by any prior **monthly benefit** payments.

b) Rehabilitation expenses benefit

If in **our** opinion **your** potential to return to work will be materially accelerated by a program of rehabilitation, **we** will pay the reasonable costs of the program in addition to the **monthly benefit** payable, provided that before the program is undertaken, **we** and **your medical practitioner** approve it in writing and that payment of such benefit is not in breach of any Health Act or legislation preventing **us** paying these costs.

Section 4 – What your policy does not cover

No payment of any type will be made under this **policy** if the **permanent total disability** or **temporary total disability** results directly from:

- 4.1 **your** death;
- 4.2 any **pre-existing condition**;
- 4.3 any **mental health conditions** where **you** are not being treated or under the ongoing care of an appropriately qualified and registered psychiatrist, psychologist or similar specialist;
- 4.4 suicide or attempted suicide or intentional self-inflicted injury;
- 4.5 pregnancy or childbirth unless the invalidation, suspension or cancellation of the **licence(s)** is a direct consequence of complications arising there from;
- 4.6 **bodily injury** consequent upon **you** having a blood alcohol content over the prescribed legal limit whilst driving or operating a motor vehicle or being under the influence of drugs or narcotics unless it was prescribed by a doctor and taken in accordance with the doctor's advice;
- 4.7 elective cosmetic surgery where the surgery is not necessitated by an underlying medical condition or trauma event, whether pre-existing or not;
- 4.8 **illness** or **classified illness** if **you** are sixty (60) years of age or older at the inception or renewal date of this **policy**;
- 4.9 undertaking activities which are prohibited under **your** contract of employment;
- 4.10 a criminal act by **you**;
- 4.11 **War or related risks**;
- 4.12 the use, existence or escape of nuclear weapons, materials or ionising radiation from or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
- 4.13 service in the armed forces of any national or international organization;
- 4.14 **us** contravening the Health Insurance Act 1973 (Cth), the Private Health Insurance Act 2007 (Cth) or the National Health Act 1953 (Cth);
- 4.15 any other specific exclusion or restriction advised by **us** after undertaking **our** normal underwriting process.

Section 5 – General conditions applying to the policy

- | | | |
|-----|--------------------------|---|
| 5.1 | Monthly benefit payments | The total of all monthly benefits payable will not exceed the sum insured as shown in the certificate of insurance .

We shall deduct any income tax due on a monthly benefit and remit to the tax authority where it is legal or required for us to do so. We will not pay a monthly benefit where such a payment is excluded or invalid under this policy or by law. |
| 5.2 | Coverage limitation | Coverage is limited to bodily injury only from the renewal following your sixtieth (60th) birthday.

If you attain the age of sixty-five (65) years of age during the current period of insurance , the policy will lapse at the renewal date. |
| 5.3 | Cancellation | You may cancel this policy at any time by notifying us in writing. The cancellation will take effect from 4:00pm on the day we receive your written notice of cancellation or such time as may be otherwise agreed. |

We may cancel the **policy** or any Section thereof, for any of the reasons set out in Section 60 of the Insurance Contracts Act 1984 (Cth). Cancellation by **us** takes effect from 4:00pm on the day which is three (3) business days from the date **we** notify **you** in writing.

If the **policy** is cancelled by **you** or **us**, **we** will refund the premium for the **policy** less a pro-rata proportion of the premium to cover the period for which insurance applied. However, **we** will not refund any premium if **we** have paid a claim or benefit to **you** under the **policy**.

- 5.4 Cessation of cover Cover will cease under this **policy** on the earliest to occur of any of the following:
- i. the expiry of the cover whilst on leave without pay period of six (6) months, unless agreed by **us** before the expiry of such period;
 - ii. where **you** have not provided sufficient information so that **we** may correctly assess the extent of **our** liability. Such cessation will occur after **we** have provided thirty (30) days' notice to **you** and only to the extent of the liability **we** have been unable to determine;
 - iii. the expiry of the **monthly benefit period**;
 - iv. payment of the **sum insured** you are eligible to claim, as stated in the **certificate of insurance**;
 - v. **your** ceasing to be gainfully employed in the capacity for which **you** hold the **licence** at the inception date of this **policy**, unless agreed by **us** in writing;
 - vi. when the **policy** is lapsed due to non-payment of premium; or
 - vii. **your** death.
- 5.5 Cover whilst on leave without pay (LWOP) If **you** take employer approved unpaid maternity/paternity leave, then **we** may continue to provide cover under this **policy** for a period of up to six (6) months from the date upon which such leave commences, subject to written approval from **us** and provided that **we** continue to receive premiums. Any benefit payable shall be the amount that would have been payable if **you** had been eligible for that benefit on the last day prior to commencement of leave.
- If **you** take employer approved unpaid leave for reasons of study or holidays/travel, then **we** may continue to provide cover under this **policy** for a period of up to six (6) months from the date upon which such leave commences.
- You** must obtain **our** written approval and **we** may impose conditions on the cover (including the benefit amount) prior to the commencement of such leave, and **we** must continue to receive premiums.
- In either of the circumstances described in this section:
- i. no benefit is payable during any period of unapproved leave without pay; and
 - ii. **our** written approval will be required before the expiry of the initial six (6) months if the cover is to continue beyond the initial six (6) month period.
- 5.6 Premiums The first premium is payable within terms of notice issued in relation to this **policy**. Acceptance of payment of any premium after the due date (on a regular basis or otherwise) will not be construed as a waiver of payment terms. Following the expiration of any **period of insurance**, **we** reserve the right to vary these **policy** terms and the premium rates.
- 5.7 Non-payment of premium **You** must pay the premium within the agreed credit terms or **your policy** will not be in force. If **you** do not pay the premium by the payment due date

or **your** payment is dishonoured, **your policy** will not be in force and **we** may lapse the **policy** and/or decline any claim(s) **you** have made.

- 5.8 Government charges **You** must pay all Stamp Duty, taxes and Government charges that **we** advise are applicable to this **policy**. As any new, or increase to, government charges, duties or taxes is beyond **our** control, **we** may adjust **our** premium rates in line with such introduction or increase, or **we** may pass such charges, duties or taxes on to **you** directly. These include, but are not limited to, State and Territory stamp duty and Goods and Services Tax.
- 5.9 Notices **We** will issue notices at the address specified in the **certificate of insurance** as the registered address for notices.
- 5.10 Change of business / personal activities **You** must inform **us** as soon as is reasonably practicable of any alteration in **your** business or personal activities which increases the risk of **bodily injury** or **illness** which could reasonably be expected to increase the possibility of a claim being made under this **policy**.
- 5.11 Working overseas **You** must notify **us** of any arrangement to work overseas where the contract of employment is greater than six (6) months.
- 5.12 Law and jurisdiction This insurance will be governed by the laws of Australia and jurisdiction of Australian Courts unless **we** have agreed otherwise prior to inception of the **policy**.

Section 6 – General provisions applying to the policy

- 6.1 Assistance and co-operation **You** shall co-operate with **us** and upon **our** request, assist in making settlements, in the conduct of law suits and in enforcing any right of contribution or indemnity against any person or organisation who may be liable to **you** because of **bodily injury** or damage with respect to which insurance is afforded under the **policy**. In that regard, **you** shall attend hearings and trials, provide all necessary instructions and assist in securing and giving evidence and obtaining the attendance of witnesses. **You** shall not, except at **your** own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others or yourself or seek medical treatment at the time of **accident**.
- 6.2 Currency All amounts shown in the **policy** are in Australian dollars.
- 6.3 Due diligence **You** must take all reasonable care to prevent or minimise **bodily injury** or **illness** under this **policy**.
- 6.4 Fraudulent claims If **you** make a claim or arrange for another party to make a claim that is in any way false, dishonest or fraudulent, then **we** may refuse to pay any such claim.
- 6.5 Other insurance In the event of a claim, **you** must advise **us** as to any other insurance that covers the same risk, that **you** are entitled to claim under or have access to.
- 6.6 Subrogation When **we** pay any benefit amount under this **policy**, **you** or **your** legal representative agree that **we** shall be subrogated to all of **your** rights to recover against any person or entity and **you** or **your** legal representative agree to execute and deliver any certificates, information and other documentation as **we** may reasonably require and do whatever else is necessary to enable **us** to secure such rights. Neither **you** nor **your** legal representative shall take action or wilful inaction after **we** have paid any amount, which will prejudice **our** rights to subrogation.
- 6.7 Service of suit The Underwriters accepting this Insurance agree that:
- i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;

- ii. any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia
Suite 1603
Level 16, 1 Macquarie Place
Sydney NSW 2000

who has authority to accept service on the Underwriters' behalf;

- iii. if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

6.8 Sanctions No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the Commonwealth of Australia, the United Kingdom or the United States of America.

6.9 Several liability notice The subscribing (re)insurers' obligations under contracts of (re)insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing (re)insurers are not responsible for the subscription of any co-subscribing (re)insurer who for any reason does not satisfy all or part of its obligations.

6.10 Cyber risks Any benefits for **bodily injury, illness or classified illness** due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above

are payable, subject to the terms, conditions, limitations and exclusions of this **policy**.

Section 7 – Claims conditions applying to the policy

7.1 Notice of claim **You** must give **us** or **our** authorised agent written notice of any event in the **period of insurance** which is likely to give rise to a claim within thirty (30) days, or as soon as is reasonably practicable. **You** should include **your policy** number in this correspondence.

Please send the notice to:

YourCover Pty Ltd
Level 22, 127 Creek Street
Brisbane QLD 4000
Telephone: +61 (07) 3010 9746
Email: info@yourcover.com.au

Once notified of a claim, **we** or **our** authorised agents will provide **you** with claim forms. **You** must fully complete and return the claim forms to **us** or **our** authorised agents together with such other information and documentation that **we** or **our** authorised agents may require in order to consider the claim including

but not limited to all relevant health certificates, **medical practitioner** reports, employer reports and related evidence of the claim.

7.2 Proof of claim

We will only consider a claim for **you** if **we** or **our** authorised agent are provided with a fully completed claim form(s) together with all relevant evidence of the claim and all of the information and documentation that **we** or **our** authorised agent request. **We** are not responsible for any expenses incurred in providing the information and evidence related to a claim.

After **we** have received the fully completed claim form, together with the related medical and other reports, **we** may require further assessments or investigations before **we** can fully assess a claim. These may include, but are not limited to:

- i. medical examinations,
- ii. functional capacity tests,
- iii. vocational assessments.

Additionally, **we** or **our** authorised agent may seek information from third parties in connection with the claim for which **we** may require **your** consent. If this consent is withheld, **we** will not be able to assess or accept the claim.

Any of the additional assessments/ investigations mentioned above is undertaken at **our** cost.

7.3 Duty to co-operate

Claim payments shall not be payable during any period where **you** fail to co-operate and follow the advice of or undertake the **medical practitioners** recommended treatment plan for the **bodily injury** or **illness**. If **you** do not co-operate, **you** will be in breach of this **policy** and payments may be either suspended or reduced to the extent that **your** non-cooperation prejudices **our** liability to make benefit payments.

Section 8 – Worldwide cover

8.1 All sections provide cover anywhere in the world, twenty-four (24) hours a day unless otherwise shown in the **certificate of insurance**.