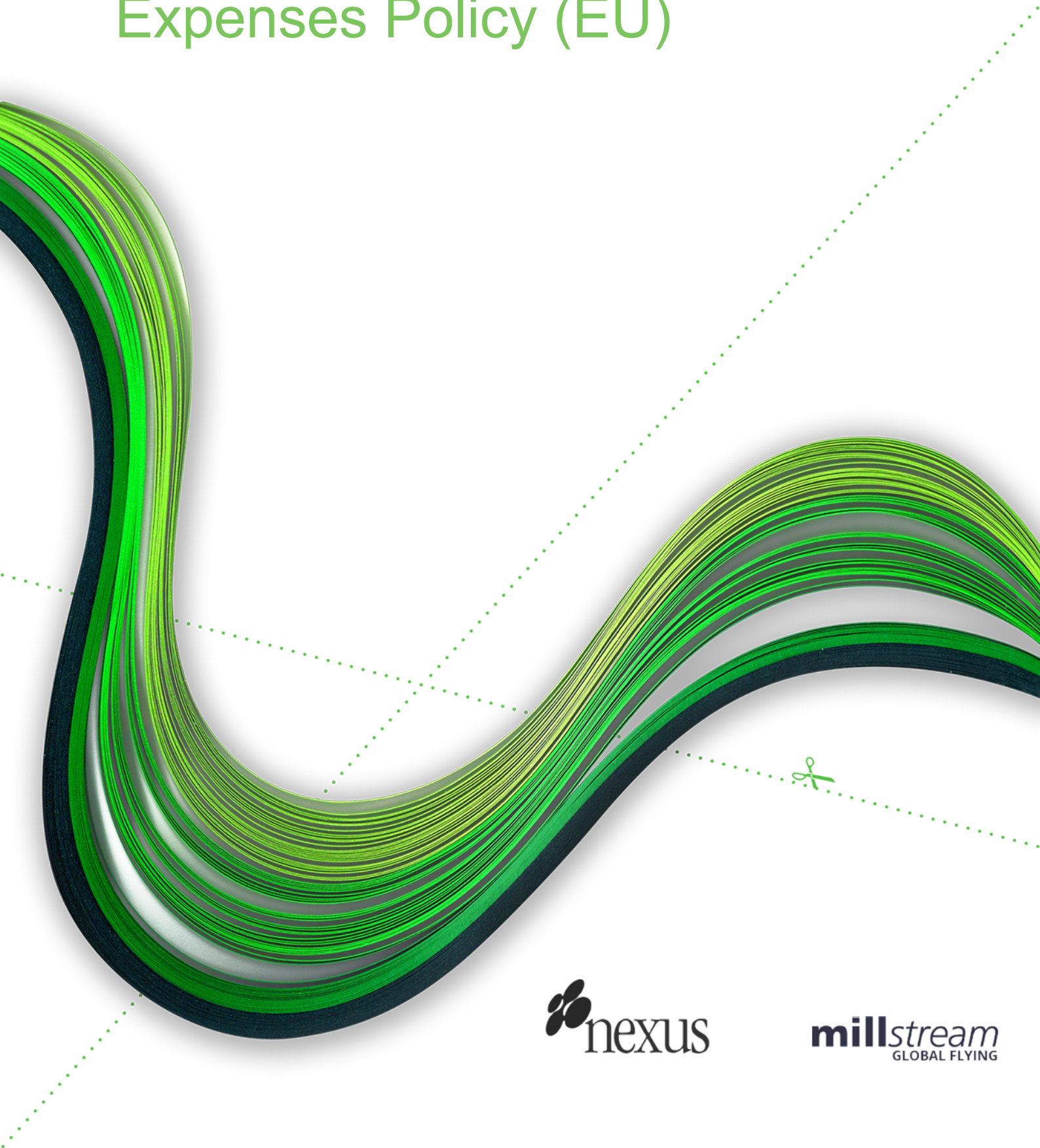


Individual Loss of Training Expenses Policy (EU)



Introduction

Introduction

This insurance is underwritten by Nexus Europe SAS and Nexus Europe SAS(UK Branch) on behalf of Hiscox SA. This wording is fully protected by the laws of copyright. No unauthorised use or reproduction will be permitted.

Cover

In return for the premium paid, **we** agree to insure **you** in accordance with the terms and conditions of this policy.

Definitions

Words shown in **bold** type to which a specific meaning is given below shall have the same meaning wherever they appear in this **policy**.

Accident

A sudden, violent, unforeseen, external and visible event which occurs at an identifiable time and place during the **period of insurance**.

Accident shall also include exposure to the elements resulting from a mishap to a conveyance in which the **insured person(s)** is travelling.

Bodily injury

Identifiable physical injury caused by an **accident** including any sickness or disease solely and directly resulting from, or medical or surgical treatment rendered necessary by such injury.

Date of loss

The date of the Aviation Medical Examiner's letter declaring **you** unfit from acting in the capacity for which a **licence(s)/ certificate(s)** is held as a direct result of **bodily injury or illness**. Prevention must be evidenced by **our** receipt within 30 days of **date of loss** of an unfit assessment issued by the relevant licence issuing authority.

Excess period

The period starting from the **date of loss** until the expiry of 180 days. No benefit is payable in respect of the **excess period**.

Illness

Any sickness or disease, including **psychological or psychiatric disorder(s)**, the symptoms of which first appear during the **period of insurance**.

Psychological or psychiatric disorder(s)

Any disorder[(s)] diagnose by a qualified medical practitioner and which is included in the internationally-recognised classification system DSM-5 [the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, 2013 or any successor editions]. Such a diagnosis shall imply severe and lasting impairment in personal performance as indicated by at least one of the following:

- a. a limitation in activities of daily living;
- b. social functioning;
- c. impairment in concentration, memory or other cognitive functioning leading to chronic task under-performance in terms of aptitude, learning new material, reliable accuracy, endurance or pace of work;
- d. deterioration or decomposition in work settings;
- e. episodic disorders of mood;
- f. disorders of form and control of thought.

Period of insurance

Nexus Europe SAS with paid-up capital of €10,000, registered under SIREN reference 795369818 at the Paris Chamber of Commerce, under activity sector code (APE) 6622Z and with registered offices at 22 Avenue de la Grande Armée, 75017 Paris. The firm is authorised by the ACPR whose address is 4 place de Budapest, CS 92 459, 75436 Paris Cedex 09, and registered under the French Registry for intermediaries (ORIAS) under firm reference 13010234. Further information can be obtained from the website of Orias at <https://www.orias.fr/web/guest/search>. The firm holds Professional Indemnity & Financial Guarantee cover in compliance with Articles L512-6 and L512-7 of the French Code of Insurance.

The UK Branch is located at 52-56 Leadenhall Street, London EC3A 2EB and is registered at UK Companies House under Company No. FC036600, UK Establishment No. BR021688. The firm is deemed authorised and regulated by the Financial Conduct Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Nexus Europe SAS is part of the Nexus Group of companies MGF Individual Loss of Training Expense wording EU – Hiscox SA 012023

The time for which this **policy** is in force as shown in the schedule.

Policy

This insurance document and the schedule, including any endorsements.

Sum insured

The amount of irrecoverable training expenses which have been incurred by **you**. However, in no event will **we** be liable to pay more than EUR 120,000 or the equivalent amount in the currency of **your** policy during the **period of insurance** for such expenses.

Terrorism

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 person, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Training course

The course which has been paid for or contracted to be paid in order for **you** to obtain a commercial pilots licence/type rating.

War or related risks

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

Nexus Europe SAS and Nexus Europe SAS (UK Branch) on behalf of Hiscox SA.

You/your

The person named in the **schedule**.

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What is covered

Inability to complete your training course

If **you** suffer **bodily injury or illness** during the **period of insurance** and such **bodily injury or illness** prevents you from:

- i. completing the **training course**; or
- ii. acting in the capacity for which a licence/certificate is held following completion of the **training course**;

we will indemnify you, up to the **sum insured**, against the amount of irrecoverable training expenses which have been incurred by **you** at the **date of loss**.

If **you** have completed the **training course** we will only make such a payment if a long-term unfitness assessment has been issued by the licence issuing authority. If a long-term unfitness assessment has not been issued **we** will review all the medical evidence available and consider making a payment under this insurance if, in the opinion of **our** medical adviser, you are unlikely to obtain restoration of your licence/certificate within 36 months from the **date of loss**.

In the event of your resuming training or your licence/certificate being restored within 36 months from the date of settlement of the claim, we may require you to repay us a pro-rata proportion of the sum we have paid

Living expenses while training

If **you** are unable to complete the **training course** as a result of **your bodily injury or illness** and **we** have agreed to pay **your** claim, **we** will also pay, up to EUR 5,000 or currency equivalent, towards the necessary and reasonable food and accommodation expenses incurred by **you** at the **date of loss** while taking part in **your training course**. The amount **we** pay for **your** food and accommodation expenses is included within and is not in addition to the **sum insured**.

What is not covered

- A. **We** will not make any payment for **bodily injury** occurring or **illness** becoming apparent more than 24 months from the date **you** complete your training course.
- B. **We** will not make any payment for any claim directly or indirectly due to:
1. **your** death.
 2. intentional self-injury or attempted suicide or assault provoked by you.
 3. a criminal act by **you**.
 4. **your** taking part in:
 - a. the following winter sports: free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters or any competition;
 - b. the following scuba-diving activities: any unaccompanied dive, any dive involving visits to wrecks or caves, or any dive below 30 metres. Any other scuba-diving activities are only covered if **you**:
 - i. hold the British Sub Aqua Club 'Sports Diver' certificate or the Professional Association of Diving Instructors 'Open Water' certificate and follows the relevant Club or Association rules and guidelines at all times; or
 - ii. dive only under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times;
 - c. potholing, caving, hang-gliding, parachuting, parascending, paragliding, mountaineering or rock-climbing for which you would normally need to use ropes or guides, bungee jumping, white-water rafting, any kind of race, endurance test,
 - d. any sporting activity for gain or reward;
 - e. active duty with the Armed Forces other than part-time non-combatant duties;
5. **Psychological or psychiatric disorder(s)**.
6. **bodily injury or illness** consequent upon or due to alcohol, drugs or narcotics unless prescribed by a qualified medical practitioner and used in accordance with the instructions given.
7. **bodily injury or illness** which is incapable of diagnosis.
8. **your** being denied training for reasons other than as covered in this policy.
9. Human Immune Deficiency Virus [HIV]. Acquired Immune Deficiency Syndrome [AIDS] or AIDS Related Complex [ARC] or any virus, complex or syndrome that is related to the foregoing and any sexually-transmitted disease.
- 10 **war or related risks**.
11. **terrorism**.
12. any condition whether diagnosed or not, for which **you** have sought advice, diagnosis, treatment or counselling or of which **you** were or should reasonably have been aware at the inception of this policy or for which **you** had been treated at any time prior to the inception of this policy unless agreed by **us** in writing;
13. pregnancy or childbirth unless **your** inability to complete the **training course** is a direct consequence of complications arising from such pregnancy or childbirth.
14. Interest payments on any loan used to pay for **your training course** are not covered under this insurance.
15. **your** engaging in or taking part in armed forces service or operations other than part-time non-combatant duties
- .

General Conditions

The following conditions apply to the whole of this policy.

Information

The information **you** give to **us** is important as **we** use this in setting the terms and premium for this insurance. Occasionally, **we** are deliberately or recklessly given false information. If this happens **we** will treat this insurance as if it never existed and decline all claims.

If **you** acted carelessly when giving us **your** information several things could happen:

- a. if **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you** back your premium.
- b. if **we** would have insured **you** on different terms, **we** will amend this insurance retrospectively and apply these amended terms to the claim.
- c. if **we** would have charged **you** more premium, **we** will proportionately reduce the amount of any claim payment.

If **we** do any of the above, **we** will write to **you** explaining why this is happening. If **you** disagree with what **we** are doing, please tell **us**. If **you** are still not satisfied, **you** may ask the Financial Ombudsman Service to review **your** case without affecting **your** legal rights.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

Cancellation

You may cancel this policy within 14 days from the date **you** receive the **policy** documents by writing to us or your broker.

You will then receive a full premium refund provided no claim has been made.

If **you** cancel this insurance after the first 14 days and have not made a claim, **we** will return a pro-rata proportion of the premium **you** have paid.

We will only cancel this insurance for a valid reason and only after giving **you** at least 30 days' notice which will be sent by registered post or recorded delivery to the correspondence address shown in **your** schedule. **We** will then return a pro-rata proportion of **your** premium.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** will contact **you** to understand why but **we** may cancel this policy from the date the last instalment was paid.

Termination

The **policy** will terminate and cease to have effect upon the sooner of the following:

- a. payment of an insured claim under this **policy**;
- b. **you** obtaining gainful employment in relation to the licence/type rating for which the **training course** was undertaken;
- c. 24 months having elapsed from the date **you** complete **your** training course; or d. the expiry or cancellation date of this **policy**.

Rights of third parties

We and **you** are the only parties to this insurance. Nothing in this insurance is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contracts [Rights of Third Parties] Act 1999.

Other insurance

In order to recover the full benefits payable under this **policy**, **you** must have notified **us** of any other training expenses insurance and the existence of that other insurance must have been noted and accepted by **us** before a claim arises. If no such prior notification has been given, this **policy** is deemed to be surplus to all other valid and collectable insurances. Any payment under these circumstances will only be the difference between the maximum allowable under this **policy** and all other valid insurance, subject always to the **sum insured**.

Sanctions

We shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit would breach any sanction, prohibition or restriction imposed by law or regulation

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False claims

If **your** claim is in any way dishonest, exaggerated or fraudulent then **we** will:

- a. tell **you** that we are terminating **your** policy and back-date the termination to the date of the fraud;
- b. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud;
- c. not return any premium.

If **we** have paid any claims after the date of any fraudulent act **you** must pay us back.

Language declaration

The insured has declared their understanding of, and has requested for the contract of insurance to be provided in, the English language. The insured confirms they understand such contract and agree to be bound by its terms and conditions.

Insurance Guarantee scheme

Depending upon place of residence there may be a local scheme that applies if an insurer is unable to meet its obligations to you under this insurance. Where a scheme is available the level and extent of compensation will depend on the nature of this insurance. To find out if a scheme is available please contact us or refer to the website of your local regulator.

Claims Conditions

You must:

1. a. tell **us** as soon as possible and in any event not later than 30 days from the date of **your** unfitness as a result of sustaining **bodily injury** or an **illness** first appearing by notifying:

Millstream Global Flying Claims
52-56 Leadenhall Street
London EC3A 2EB
United Kingdom
Telephone: +44 (0) 330 311 2639

Email; mgf@nexusclaims.com

You must give **us** all the co-operation **we** need including all details known to **you** and documentary evidence issued by the relevant licence issuing authority.

The date of notification of a claim under this **policy** shall be taken as the date upon which the notice was delivered to **us**. **We** will not accept advice of a claim by telephone message as a notification of a claim;

- b. at **our** request and expense, submit to an independent medical examination in the event of **bodily injury or illness**;
 - c. provide to **us or our** medical practitioner with the necessary authorisation:
 - i. to obtain details of all medical reports and hospital records and obtain information from any physicians, surgeons and hospital authorities concerned with the treatment of, or consulted by, **you**;
 - ii. to obtain information from and seek the opinion of the principal medical officer of the Civil Aviation Authority or any other competent authority or its successors [or other appropriate medical officer appointed for the purpose] as to whether **you** are unlikely to obtain a restoration of the **licence(s)/ certificate(s)**. If the opinion is that **you** are unlikely to obtain such restoration **we** will accept that opinion as evidence in favour of **you**;
 - d. sign all authorisations required by **us** and, when requested by **us**, make a statutory declaration as to any facts relating to the claim and complete **our** standard claim questionnaire on request;
 - e. notify **us** as soon as possible if any action against a third-party relating to the **loss of licence(s)/certificate(s)** is planned or contemplated;
 - f. notify **us** as soon as possible upon becoming aware of any investigation, court of enquiry or similar proceedings likely to affect this policy and give all possible assistance and information to **our** appointed representative as they may reasonably require;
2. **We** shall not be obliged to settle a claim under this **policy** until at least 180 days after the **date of loss** and all enquiries have been completed by **us**. The period of 180 days shall commence on the day the claim is received by **us**. No claim shall be payable if **you** die within such 180 days period.
 3. Receipt by us of a release from **you** or any other duly authorised representative of **yours** shall constitute an absolute discharge to **us** in respect of payments made under this policy

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Arbitration

We reserve the right to refer all unfitness assessments to **our** own medical advisers. In addition, **you** may be required to undergo an examination by a qualified medical practitioner.

We also reserve the right to request **you** undergo reasonable medical treatment and investigations, at **our** expense if, in **our** and **our** medical advisers opinion, such treatment and/or investigations would probably result in the restoration of **your licence/certificate**.

Should **you** wish to dispute **our** decision, or **our** medical advisers or qualified medical practitioners opinion, the matter will be referred for arbitration to the dean of the Faculty of Occupational Medicine of the Royal College of Physicians in London, England. The dean will appoint one person to act as referee from a panel of **qualified medical practitioners** and in the relevant branch of medicine, such panel to be agreed between **us** and **you**.

The decision of the dean and the referee shall be final and binding on all parties. The costs of examination and arbitration will be borne by **us**.

Data Protection Act

In this notice “we”, “us” and “our” means Nexus Europe SAS. We are the data controller in respect of any personal data we collect, hold and use about you.

We collect your personal data directly from you, but we may also collect it from brokers and other intermediaries who provide information to us for the purpose of providing your policy of insurance.

We will mainly use your data for the purpose of providing and administering this policy of insurance and claims you make under it. If you decline to provide your data when requested, or you give us false or inaccurate data, we may be unable to process your enquiry, and this could give us the right to void coverage or could impact your ability to claim under your policy.

We will exchange data about you with other parties in order to provide our services and administer this policy and any claims. This may include insurers, claims handlers and loss adjusters and providers of emergency medical services. In some cases, this may involve a transfer of data outside the European Economic Area (“EEA”) to countries that have less robust data protection laws. Any such transfer will be made in accordance with data protection laws.

We will not use your data or pass it to any other party for marketing products or services to you unless you have given your consent.

Our full privacy notice explains how we use your data in more detail. Our privacy notice also explains the rights you have in respect of your data, including the right to request a copy of the personal data we hold about you. A copy of our full privacy notice is available on our website at www.nexusunderwriting.com, or can be provided on request by contacting us at: Data Protection Officer, 52-56 Leadenhall Street, London, EC3A 2EB, or by emailing us at compliance@nexusunderwriting.com

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us before.

For further information on how your information is used by Hiscox and your rights in relation to your information please see the Hiscox cookies policy at www.hiscox.ie/cookies and our privacy policy at www.hiscox.ie/privacy