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## South China Insurance Aviation Crew and Passenger Personal Accident Insurance

114.01.20(114)華產企字第 1140000002 號函備查

### THE SCHEDULE

**Insurance/Certificate No:** [            ]

**The name and address of the Insured:**

As attached

**The business of the Insured:**

Aircraft Operator.

**The Period of Insurance is:**

From

To

both days inclusive at Standard Time at the address of the Insured shown above.

**The geographical limits of this Insurance:**

Worldwide.

**The premium:** As arranged

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## SCHEDULE OF BENEFITS (for each Insured Person)

The percentages specified below are % of the Capital Sum Insured stated in the Schedule of Insured Persons applicable to the Insured Person.

Where the letters N.C. (NOT COVERED) are inserted no Insurance is provided.

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. <b>Loss of two limbs</b>	100%
5. <b>Loss of one limb</b>	100%
6. Total and irrecoverable loss of sight of one eye and <b>loss of one limb</b>	100%
7. <b>Permanent Total Disablement</b> (other than total and irrecoverable loss of sight of one or both eyes or <b>loss of limb(s)</b> )	100%
8. <b>Temporary Total Disablement</b>	N.C.
9. <b>Temporary Partial Disablement</b>	N.C.

## SCHEDULE OF INSURED PERSONS

Name	Capital Sum Insured
Crew members (including photographer and maintenance engineer) and passengers whilst flying in aircraft as per Schedule of Aircraft including embarking/disembarking and medical and related expenses.	US_____ any one Insured Person  Aggregate limit USD_____ per <b>Accident</b>

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Words in bold print in this Insurance have special meaning, as defined in the DEFINITIONS of this Insurance  
IMPORTANT NOTICE.

THIS INSURANCE DOES NOT PROVIDE SICKNESS OR DISEASE INSURANCE.

IF THE INSURED PERSON SHALL ENGAGE IN ANY OCCUPATION SPORT OR PASTIME OR OTHER ACTIVITY OF A HAZARDOUS NATURE THEY SHOULD DISCLOSE IT.

We The Insurers hereby agree with the Insured, to the extent and in the manner herein provided, that if the Insured Person sustains **Bodily Injury** caused by an **Accident**, we will pay to the Insured, or to the Insured's Executors or Administrators, according to the Schedule of Benefits after the total claim shall be substantiated under this Insurance.

**Provided always that:**

1. (a) benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **Accident** to any one Insured Person, except for any benefit payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**,
  - (b) no weekly benefit shall become payable until the total amount thereof has been ascertained and agreed. Where any payment is made for weekly benefit, the amount so paid shall be deducted from any lump sum subsequently payable in respect of the same **Accident**.
2. the total sum payable under this Insurance in respect of any one or more **Accidents** to any one Insured Person shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits.
3. if Item 1 of the Schedule of Benefits is not covered, then no claim shall be payable, other than for weekly benefits, in respect of any **Accident** which would have given rise to a claim for death had that item been covered.
4. if Item 1 of the Schedule of Benefits is covered and an **Accident** causes the death of the Insured Person within twelve 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, there shall be paid only the benefit provided for in the case of death.

**DEFINITIONS**

In this Insurance:

1. **'BODILY INJURY'** means identifiable physical injury which
  - (a) is caused by an **Accident**, and
  - (b) solely and independently of any other cause, except sickness or disease directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the **Accident**.

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2. 'ACCIDENT' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

Accident shall also include

- (a) **Bodily Injury** caused by exposure to the elements as a result of an **Accident** covered hereunder;
  - (b) disappearance. If the Insured Person is not found within thirty days of disappearing, and sufficient evidence is produced satisfactory to the Insurers that leads them inevitably 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 forthwith pay any death benefit, where applicable, under this Insurance, 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 living.
3. 'TEMPORARY TOTAL DISABLEMENT' means disablement which entirely prevents the Insured Person from attending to their business or occupation.
  4. 'TEMPORARY PARTIAL DISABLEMENT' means disablement which prevents the Insured Person from attending to a substantial part of their business or occupation.
  5. '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 twelve months and at the end of that period is beyond hope of improvement.
  6. '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 hand, arm or leg.

## EXCLUSIONS

This Insurance does not cover death or disablement in any way caused or contributed to by

1. radioactive contamination;
2. the Insured Person's suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
3. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) howsoever these have been acquired or may be named;
4. the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life);
5. the Insured Person's own criminal act;
6. the Insured Person being under the influence of alcohol or drugs.

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## CONDITIONS

1. If the Insured Person shall regularly engage in any occupation, sport, pastime or other activity in which materially greater risk may be incurred than previously disclosed in connection with this Insurance without the Insured first notifying the Insurers and obtaining their written agreement to the inclusion under this Insurance (subject to the payment of any additional premium as the Insurers may reasonably require as the consideration for such agreement), then no claim shall be payable in respect of any **Accident** arising from such activity.
2. Unless otherwise declared and agreed by the Insurers 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 Insurance or for which the Insured Person has been treated at any time prior to inception.
3. Notice must be given to the Insurers as soon as reasonably practicable of any **Accident** which causes or may cause a claim within the meaning of this Insurance, and the Insured Person must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to the Insurers as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an **Accident**.

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.

4. Any fraud, concealment, or deliberate mis-statement by an Insured Person, if unknown to the Insured, either in the proposal on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to the Insured Person in question but any such fraud, concealment, or deliberate mis-statement by or known to the Insured shall render the whole Insurance null and void and all claims hereunder shall be forfeited.

NMA2712 (Amended)

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## ENDORSEMENT NUMBER 1

### HI-JACK CLAUSE

Subject otherwise to the terms and conditions of the Insurance it is hereby agreed that the term "**Accident**" shall be deemed to include Hi-jack, or any attempt thereat, and exposure resulting therefrom.

The cover referred to above shall continue whilst the Insured Person is subject to the control of the person(s) or their associates making the Hi-jack and during travel direct to his domicile and/or original destination, for a period not exceeding twelve months from the date of the Hi-jack.

#### Definition

Hi-jacking means unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which the Insured Person is travelling.

NMA1732 (Amended)

## ENDORSEMENT NUMBER 2

### MEDICAL AND RELATED EXPENSES INCLUSION CLAUSE

It is understood and agreed that this Insurance is extended to pay all reasonable expenses incurred within one year from the date of **Accident** for necessary medical, surgical, ambulance, hospital, professional nursing, repatriation and funeral expenses to or for each person who sustains **Bodily Injury**, sickness or disease, caused by **Accident** whilst in, entering or alighting from the aircraft if the aircraft is being used by the Insured or with his permission.

As soon as practicable, the injured person or someone on his behalf shall give to the Insurers or any of their representatives written proof of claim, under oath if required, and shall, after each request from the Insurers, execute authorisation to enable the Insurers to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Insurers when and as often as the Insurers may reasonably require.

The Insurance afforded by this coverage shall be subject to a Insurance limit of USD20,000 any one Insured Person and shall be excess insurance over any other valid and collectible insurance applicable thereto.

The coverage afforded by this Clause extends to pilots and operational crew of the aircraft.

AVN80

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### ENDORSEMENT NUMBER 3

#### WAR AND TERRORISM EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this Insurance or any endorsement thereto it is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. any act of terrorism.

For the purpose of this endorsement 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

NMA2918

### ENDORSEMENT NUMBER 4

#### NUCLEAR/RADIOACTIVE EXCLUSION CLAUSE

This Insurance does not cover claims in any way caused or contributed to by:

nuclear reaction, nuclear radiation or radioactive contamination.

LSW1210

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## ENDORSEMENT NUMBER 5

### NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this Insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving 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 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.

If the Insurers allege that by reason of this exclusion any claim is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

### ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

LSW1175

## ENDORSEMENT NUMBER 6

### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The rights of a person who is not a party to this Insurance or reinsurance to enforce a term of this Insurance or reinsurance and/or not to have this Insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this Insurance or reinsurance.

AVN 72



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## ENDORSEMENT NUMBER 7

### SANCTIONS AND EMBARGO CLAUSE

Notwithstanding anything to the contrary in the Insurance the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Insurance or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Insurance, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Period of Insurance which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Insurance in accordance with the laws and regulations applicable to the Insurance provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Insurance has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Insurance relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN 111

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## ENDORSEMENT NUMBER 8

### SCHEDULE OF AIRCRAFT

Item	Make & Model	Registration Number	Passenger / Crew Seats
1	As attached	TBD	4 / 2
2	As attached	TBD	4 / 2

There will be two additional crew members on board the aircraft that are employees of \_\_\_\_\_ who will carry out the operation of the photographic equipment.

Agreed to extend coverage for additional seats (up to maximum aircraft seating capacity) subject notification to Insurers prior to flight at additional premium of [ ] per person per flight.

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## ENDORSEMENT NUMBER 9

### CYBER INCIDENT ENDORSEMENT AND EXCLUSION OF DELIBERATE CYBER ACTS

Any benefits for **Bodily Injury** accidentally caused by the use of, or inability to use, any application, software or programme in connection with any electronic device (for example a computer, laptop, smartphone, tablet or internet-capable electronic device) are payable subject to the terms, conditions, limitations and exclusions of this Insurance.

However, we will not pay any benefits for **Bodily Injury** arising from the above that are caused by a deliberate, unauthorised, malicious or criminal act.

LMA5423

## ENDORSEMENT NUMBER 10

### CHOICE OF LAW & JURISDICTION

This Insurance shall be governed by and construed in accordance with the law of Taiwan and each party agrees to submit to the exclusive jurisdiction of the courts of Taiwan in any dispute arising hereunder.

## ENDORSEMENT NUMBER 11

Agreed to extend coverage for additional seats (up to maximum aircraft seating capacity) subject notification to leading reinsurer prior to flight at additional premium of USD10 per person per flight.