Insurance Conditions for Personal Accident Aviation Seat Insurance

SAI 009

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General Conditions

1. What does this policy cover.

1.1 This policy covers the consequences of accidents.

1.2 The term "accident" means an accidental, sudden, external impact on the body which is independent of the will of the Insured and which results in provable damage to the body.

Hernia, lumbago, rupture of muscles or tendons, sprains or strains are not considered to be accidents unless they are the result of an external impact.

2. Where does this policy cover.

2.1 This policy covers the area stated in the policy.

3. Who is covered by this policy.

This policy covers:

3.1 As stated on the front page of the policy, pilot, crew member or passengers onboard the insured aircraft.

3.1.1 During the start of engines following emergency landing other than on approved public aerodromes, when this is carried out at the request of the pilot of the aeroplane.

3.1.2 During stays in an emergency landing area and during journeys from such area to an inhabited area.

4. Scope of insurance and sum insured.

The scope of the insurance and the sum insured are stated on the front page of the policy.

4.1 Cover on death.

4.1.1 The policy covers the death of the Insured due to bodily injury resulting from an accident.

4.1.2 On death, compensation is paid to the Insured's next of kin, unless the Company has been otherwise informed in writing and the policy has been endorsed to that effect.

4.1.3 An accident does not entitle the Insured to compensation for injury as well as death, and any compensation for injury paid out will be deducted from the compensation on death, irrespective of whether that policy was taken out with another insurer.

4.2 Compensation for injury and special benefits.

4.2.1 The policy comprises bodily injury resulting in permanent injury suffered by the Insured as a result of an accident.

4.2.2 If an accident covered by this policy results in permanent injury to the Insured, compensation is paid at the same percentage of the sum insured as the percentage at which the degree of injury has been fixed.

4.2.3 Degrees of injury below 5% do not entitle the Insured to compensation.

4.2.4 The degree of injury resulting from a single accident shall not be fixed at more than 100%.

4.2.5 The degree of injury shall be fixed on the basis of medical information and the Injury Table of the Danish National Board of Industrial Injuries, regardless of the occupation of the Insured (see extract from Injury Table, paragraph 15).

4.2.6 No compensation will be paid for injuries existing prior to the accident, and such injuries shall not result in the degree of injury being fixed at a higher percentage than if the Insured had not had any injuries prior to the accident.

4.2.7 Any disagreement on the decision made by the Company may be brought before the Danish National Board of Industrial Injuries, whose decision shall be binding on both parties. If the Board finds in favour of the Insured, the Company shall pay any costs in this connection.

4.2.8 Compensation for injuries shall be paid to the Insured.

4.2.9 The sums mentioned in the policy are fixed and not index linked.

5. What is not covered by the policy.

This policy does not cover:

5.1 Results of accidents, the main reason for which is existing illnesses or predisposition to diseases.

5.2 Results of accidents, the main reason for which is momentary fainting fits or indisposition.

5.3 Aggravation of the results of an accident caused by an existing or accidentally coinciding illness.

5.4 Results of medical treatment not necessitated by an accident covered by this policy.

5.5 Results of accidents caused by the Insured's:

A. intentional acts;
B. gross negligence;
C. participation in fights;
D. self-inflicted intoxication or
E. influence of drugs, medicine or other kinds of toxic substances causing lethargy or euphoria

If the accident is caused by another insured person under the circumstances mentioned under subparagraph 5.5, that person shall forfeit his right to compensation.

In case of death, compensation shall only be paid if the deceased leaves a surviving spouse or under- aged children and, if so, in that order or to any person who, by special notice to the Company, has been named as beneficiary

These provisions shall apply regardless of the mental state of the Insured when the accident occurred.

5.6 Unless otherwise endorsed on the policy, accidents which occur:

A. during test flights exposing the aeroplane to special risks;
B. during competitive flights, record flights or training for these, or during other kinds of flights where the performance of the aeroplane is exploited abnormally, for short or prolonged periods of time, by the Insured or with his knowledge;
C. during expeditions or explorations.

5.7 If the aeroplane, with the knowledge or consent of the Insured, is piloted by a person who does not hold a certificate valid for the aeroplane in question.

5.8 Results of accidents directly or indirectly caused by war, riots or civil unrest.

However, this policy shall cover in these circumstances if the Insured is travelling in a country other than Denmark, however, no more than up to one month after the outbreak of the conflict. It shall be a condition for cover that:

A. the Insured does not travel to a country where one of the above-mentioned situations exists, and
B. the Insured does not himself take part in such acts

5.9 Results of accidents caused by the use of nuclear weapons or the release of nuclear energy or radioactive forces.

5.10 Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

If the Underwriters allege that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

6. Special exceptions for personal property.

Spectacles, contact lenses, hearing aids, clothes, jewellery and similar items are not covered.

7. Increase of risk

7.1 If, compared with the health information provided by the Insured on his taking out of the insurance, the Insured's health undergoes such changes as to require prolonged medical treatment, treatment by an authorised chiropractor or therapist, the Company shall be notified as quickly as possible after the third treatment for the disorder by the doctor or the authorised therapist, and the Company shall then decide whether the policy may continue on the same conditions.

8. In case of an accident

8.1 The Company shall immediately be notified of any accident. Claim forms are available from the Company.

8.2 The injured person shall be under continued medical treatment and shall comply with the doctor's instructions.

8.3 As soon as the medical treatment has finished or the permanent consequences of the injury can be assessed, the doctor shall submit a final report.

8.4 The Company shall be entitled to obtain information from any doctor who is treating or who has treated the injured person, and to have the Insured examined by a doctor chosen by the Company.

8.5 If the accident has resulted in the death of the Insured, the Company shall be notified of his death within 48 hours and the Company may request an autopsy.

8.6 The Company shall pay the cost of certificates, reports and examinations deemed necessary by the Company for the consideration of the case.

9. Where to complain.

9.1 In case any disagreement arises between the Insured and the Company about the policy, and renewed application to the Company does not lead to a result which is acceptable to the Insured, the Insured may complain to the Danish Insurance Complaints Board.

Complaints must be accompanied by a fee and must be submitted on a special complaints form which is available from:

A. The Company;
B. The Danish Consumer Council; or
C. The Danish Insurance Complaints Board.

10. Payment of premium

10.1 The first premium falls due for payment on the commencement of this policy and subsequent premiums are payable on the specified due dates.

10.2 Demands for payment will be sent to the place of payment stated by the Insured.

10.3 If the premium is not paid after the first demand, the Company will send a written reminder for payment of the premium to the Insured at the place of payment. Such reminder shall contain information about the legal effects of non-payment of the premium at the expiry of the deadline stated in the reminder.

10.4 The reminder shall be sendt after the first demand, at the earliest. If payment is not effected within two weeks after the date of reminder, the Company’s obligation til cover shall cease.

10.5 If the premium is not paid on time and the Company has to remind the Insured of the payment, the Company is entitled to charge a fee which will then be added to the next demand. The Company is, together with the premium -and in addition to this -entitled to charge a collection fee.

11. When and how can the policy be cancelled.

11.1 This policy may be cancelled by the Insured or the Company in writing at no less than one month's notice to expire on a principal date of payment.

11.2 If the policy is not cancelled, it is renewed for one year at a time.

11.3 After a claim, the Insured and the Company are, until one month after payment of compensation or rejection of the claim, entitled to cancel the policy in writing at two weeks notice.

11.4 If the policy is cancelled following a claim, the Company is entitled to premium for the entire insurance period during which the accident occurred, regardless of whether the premium is paid in instalments.

In other cases, the Company is only entitled to premium for the period in which the policy was in force.

Furthermore, the Company is entitled to charge a minimum premium if the policy is cancelled before the expiry of the insurance period.

12. Legislation and rules

12.1 In addition to the policy, the Danish Act on Insurance Agreements shall apply to the extent that it has not been departed from in these Insurance Conditions.

13. The Company.

13.1 In this policy, the Company means the Insurance Company.

14. Special agreements.

14.1 Any special agreements made with a Company representative are only valid if their contents are stated in the policy or are otherwise confirmed in writing by the Company's head office.

15. Extract of the Injury Table of the Danish National Board of Industrial Injuries (see also sub paragraph 4.2.5).

Loss of both eyes or sight in both eyes	100%
Loss of sight in one eye	20%
Loss of hearing in both ears	75%
Loss of hearing in one ear	10%
Loss of an entire leg	65%
Loss of a leg at or above the knee joint	50%
Loss of a foot	30%
Loss of all toes on one foot	10%
Loss of a big toe	5%

	Right	Left
Loss of an arm at the shoulder	70%	65%
Loss of a hand	60%	55%
Loss of all fingers on one hand	55%	50%
Loss of a thumb	25%	25%
Loss of the outer piece of a thumb	12%	12%
Loss of second finger	10%	10%
Loss of outer and middle piece of second finger	10%	10%
Loss of the outer piece of the second finger	5%	5%
Loss of third finger	10%	10%
Loss of outer and middle piece of third finger	8%	8%
Loss of fourth or fifth finger	8%	8%
Loss of outer and middle piece of fourth or fifth finger	5%	5%

If the Insured is left handed, left shall be assessed as right and vice versa