

MEMORANDUM

TO : All Insured Pilots  
FROM : Insurance Manager *Originally Signed by  
Lindsey B. Ward, Jr.*  
SUBJECT: Loss of License Insurance Policy

Date : 17 January 1974

Ref. No.: IM-74-008

Attached is your certificate (policy) and Endorsement No. 1 thereto for loss of license insurance. It is suggested that you review the policy together with the endorsement. In the event the personal information contained therein is incorrectly stated or there is anything which is not clear you should promptly refer it to J. H. Minet & Co. Ltd. If you desire you may forward your questions to this office for forwarding to Minet for correction or clarification.

This policy, Form 730 DI-2, was written by J. H. Minet & Co. Ltd. exclusively for our pilots. The wording of the policy (including Endorsement No. 1 but excluding typed written additional exclusion(s), if any) has been reviewed by our Company legal and insurance staff, and to the best of our knowledge, the coverage, rate and conditions as provided under the policy are materially the same as that of the IFALPA policy except the following:

1. Membership in IFALPA or any other association is not required as a prerequisite for the coverage.
2. The premium rate is guaranteed by the insurer for at least 2 years ending March 31, 1975.
3. The monthly benefit is 2% of the sum insured (page 1, Schedule of Compensation, paragraph (a)) whereas under the IFALPA policy the monthly benefit is 1%.
4. The waiting periods under this policy are shorter than for IFALPA policy. For commencement of the monthly benefits, the Minet Policy requires a waiting period of 126 days (page 1, Schedule of Compensation, paragraph (a)) whereas the IFALPA policy requires a waiting period of 180 days. For commencement of the total loss benefit, the Minet policy requires a waiting period of 365 days (page 2, Condition 3) whereas the IFALPA policy requires either a waiting period of 365 days (excluding the first 180 days) if the Assured has received the monthly benefits for 12 months, or 14 months (including the first 180 days) if the Assured decides not to take any monthly benefit.

In reviewing your policy, your attention is also invited to the following changes. These changes were made at our request so that the Minet policy contains the identical terms of the IFALPA policy.

- a. Injury or Sickness - Second paragraph on page 2 of the policy has been amended by paragraph 1 of Endorsement No. 1.
- b. Notification of Claim - Condition 2 on page 2 of the policy has been amended by paragraph 2 of Endorsement No. 1.
- c. Exceptional Danger - Exclusion (d) on page 2 of the policy has been amended by paragraph 3 of Endorsement No. 1.
- d. An additional payment of legal or other expense up to £250 has been added by the last paragraph of Endorsement No. 1.

Your present policy is due to expire on March 31, 1974. Unless we are notified by you to the contrary prior to that time, we will instruct J. H. Minet & Co. Ltd. to renew your policy for another year and pay the premium on your behalf. The payment of the premium will be reimbursed to the Company through payroll deduction.

*James S. Y. Cheng*  
James S. Y. Cheng

Attach. Original Policy and  
Endorsement No. 1

JC/ae

cc: PERS AAM WAS

DLIA-OSG BKK via VPIR-OSG BKK  
 MFC/CP UTH ) via VP-NTD UTH  
 MPA&IR UTH ) " "  
 MFC/CP SVND ) " VP-SVND  
 MLR SVND ) " "  
 MFC/CP VTE ) " BM-VTE  
 MPA&IR VTE ) " "

PS )  
 SIP ) via AVP-BKK  
 CZ CNX )  
 MAAL HKG  
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# LOSS OF FLYING LICENCE INSURANCE

J. H. MINET & CO. LTD.

AVIATION DIVISION,

MINET HOUSE,

66 PRESCOT STREET, LONDON E1 8BU

**Whereas** the Assured whose occupation is that of a pilot and who is the holder of a flying licence as enumerated in the schedule with a view to effecting an insurance as hereinafter mentioned has made a written proposal as stated in the schedule, which proposal together with any statements, warranties or declarations contained therein it is agreed shall be deemed to be incorporated herein and form the basis of this contract and has paid the premium stated, the receipt of which is hereby acknowledged in the schedule.

**This is to Certify** that in accordance with the authorization granted under Contract No. 453068000 or renewal thereof to the undersigned by certain Underwriters at Lloyd's, whose names and the proportions underwritten by them, which will be supplied on application, appear in the said Contract which bears the seal of Lloyd's Policy Signing Office, and in consideration of the premium specified herein, the said Underwriters are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon. The Underwriters hereby agree with the Assured to the extent and manner herein that in the event of the Assured sustaining any Bodily Injury or contracting any Sickness or Disease which solely and independently of any other cause whatsoever results in the Temporary Total or Permanent Total incapacity of the Assured.

- (1) to act in the Capacity for which he holds the Licence and/or Certificate of Validity in connection with his said occupation; or
- (2) the loss of the said Licence and/or Certificate of Validity.

Provided always that such Bodily Injury is sustained within the policy period and causes the Assureds incapacity or loss of Licence within twelve months from the date of such injury or that such sickness and disease is contracted and first manifests itself during the policy period and occasions the incapacity or loss of licence within twelve months from the date of contraction.

The Assured shall, subject to the terms, conditions and exceptions of this insurance, become entitled to the payment of the following sums namely:

## SCHEDULE OF COMPENSATION

- (a) IN THE CASE OF INCAPACITY as aforesaid RESULTING FROM ANY PERSONAL INJURY OR ILLNESS WHATSOEVER.

2% of the Sum Insured per month beginning upon the expiration of ONE HUNDRED AND TWENTY-SIX days consecutively and continuing until the cessation of such incapacity or the end of twelve months from the expiration of the said period of ONE HUNDRED AND TWENTY-SIX days whichever shall first occur.

- (b) in the case of the LOSS OF THE SAID LICENCE AND/OR CERTIFICATE OF VALIDITY to One Hundred per centum (100%) of the Sum Insured and it is further hereby declared and agreed in connection with this sub-paragraph (b) between the Assured and the Underwriters that the Assured shall be deemed to have lost the said licence and/or certificate of validity if at any time whether during or after the currency of this Insurance (but not beyond a period of twelve months after expiry of this insurance) the Assured is unable, by reason of personal injury or illness as aforesaid incurred by the Assured during the currency of this insurance, to obtain the renewal of the said licence and/or certificate of validity and accordingly for the purpose of enabling the Underwriters to investigate any claim made hereunder for loss of licence and/or certificate of validity as aforesaid the Assured for his part.

- (i) shall if required by the Underwriters so to do submit to an independent medical examination at the expense of the Underwriters for the purpose of ascertaining the nature of the personal injury or illness in question; and

- (ii) hereby irrevocably authorises (aa) the Underwriters to seek the opinion of the Principal Medical Officer of the Ministry of Civil Aviation (or other appropriate medical officer appointed by the said Ministry for the purpose) whether the Assured is to obtain the renewal of the said licence and/or certificate of validity and (bb) the said officer to express and communicate such opinion to the Underwriters and in this connection shall give such further written or other consent thereto as the Ministry of Civil Aviation may from time to time require.

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PROVIDED FURTHER THAT any payments made under sub-paragraph (a) hereof may be deducted from any payment made under this sub-paragraph (b) and the liability of the Underwriters under sub-paragraph (a) and (b) hereof combined shall not exceed one hundred per centum of the capital sum hereby assured.

#### CONDITIONS

This insurance is issued subject to the following conditions which shall, so far as their nature permits, be deemed to be conditions precedent to the liability of Insurers.

1. Any fraud, misstatement or concealment in connection with the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.
2. In the event of the incapacity as aforesaid or loss of the said licence and/or certificate of validity, the Assured shall within 30 days of the happening of such event give written notice thereof to J.H. MINET & CO. LTD. Minet House, 66 Prescott Street, London E1 8BU, and shall state the reasons for such incapacity or loss as the case may be, so far as these are known to the Assured. The Underwriters if they so desire shall be at liberty at their own expense to appeal against any such suspension, restriction or loss in the name of the Assured and to employ their own Solicitors to conduct such appeal and the Assured shall give all possible assistance and information to the Insurers and to their Solicitors in and about the preparation for and conduct of such appeal.
3. The Underwriters shall not be obliged to effect settlement under sub-paragraph (b) of the Schedule of Compensation until a period of 365 days has elapsed from the date on which the Assured has been incapacitated.
4. The Underwriters if they so desire shall be at liberty at their own expense to secure medical treatment to be undergone by the Assured which would probably enable renewal of his licence and/or certificate of validity to be obtained. The Assured shall give all possible assistance to this end, but in the event of any disagreement between the Assured and the Underwriters arising out of the operation of this condition, the medical treatment shall be subject to the recommendations of the majority of a panel of medical referees (experienced in the Medical Examination of Airline Flying Personnel) one to be nominated by the Underwriters, one by the Assured, with an Umpire appointed by such nominees.
5. This insurance shall terminate and all rights to any payment of benefit cease on the death of the Assured, or, except where notice has been given under Condition No.2 on the happening of Permanent withdrawal from the Assured's said occupation for other than medical reasons.

#### EXCLUSIONS

This insurance does not cover the incapacity as aforesaid, or loss of the said licence and/or certificate of validity hereinbefore referred to resulting from:-

- (a) War, whether declared or not, between any of the following countries, namely, France, the United Kingdom, the Union of Soviet Socialist Republics and the United States of America, or
- (b) War in Europe whether declared or not (other than civil war but including any enforcement action by or on behalf of the United Nations), in which any of the said countries or any armed forces thereof are engaged.
- (c) Intentional self-injury, suicide or attempted suicide (whether felonious or not), assault provoked by the Assured, duelling, fighting (except in bona fide self-defence) or venereal disease.
- (d) Deliberate exposure of the Assured to exceptional danger (except in an attempt to save human life or to prevent loss of or damage to aircraft, aircraft equipment or other property whatsoever) or any criminal act of the Assured for which the Assured shall have been convicted upon indictment.
- (e) Psychotic, Psycho-neurotic or epileptic causes.

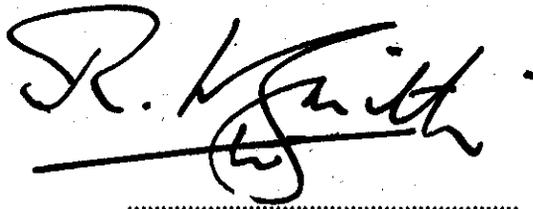
IN WITNESS WHEREOF this certificate has been

signed at London this ~~Sixteenth~~.....

day of.....~~July~~.....1973

by J.H. MINET & CO. LTD.  
AVIATION DIVISION

Examined by ..........



Director

For and on behalf of J.H. MINET & CO. LTD.,  
AVIATION DIVISION.

SCHEDULE

1. Certificate No. 39/4255.....
2. Name and Address of Assured  
..... Captain Allen Edward Cates.  
..... Box 52 Air America Inc..  
..... APO San Francisco, Calif. 96237.  
.....
3. Assured's Date of Birth ..... 9th April 1941
4. Period of Insurance: From..... 1st April 1973 ..... To..... 31st March 1974  
or for such further periods as may be agreed.
5. Sum Insured ...US\$72,000.....
6. Annual Premium .....US\$288.00.....
7. Proposal Form Dated ...10th February 1973.
8. Licence No. ....Comm... 1560292.....

Dated 13th November 1973 attaching to POLICY No. 39/4255  
 effected with UNDERWRITERS AT LLOYD'S  
 Issued to Captain Allen Edward Cates

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that the policy wording is amended as follows:-

1. Proviso to second paragraph Page 1 to read "Provided always that such Bodily Injury is sustained within the policy period and causes the Assured's incapacity or loss of licence at any time whether during or after the currency of this insurance or that such sickness and disease is contracted ~~from a fresh accident or itself~~ during the policy period and occasions the incapacity or loss of licence at any time whether during or after the currency of this insurance" and not as hereinbefore stated.
2. Condition 2. Page 2 second line to read "shall within 90 days of the happening of such event or as soon after as possible thereafter if the assured is unable to give notice within the said period and is able to give valid reasons for the delay give written notice thereof to J.H. Minet & Co. Ltd." and not as hereinbefore stated.
3. Exclusion (D) Page 2 to read "Deliberate exposure of the assured to exceptional danger (except in the performance of any non-criminal act in accordance with contract employment, or except in an attempt to save human life or to prevent loss or damage to aircraft, aircraft equipment or other property whatsoever)" and not as hereinbefore stated.

It is also understood and agreed that costs of other legal expenses or any other expenses such costs of expenses having been reasonably and properly incurred by the assured and with the consent in writing of Insurers by reason of the assured having been called upon to attend a court of enquiry or legal or other proceedings in connection with the happening of any event which has given rise or might give rise to a claim under this policy but so that the maximum payment under this paragraph shall be £250 or currency equivalent in respect of any one such event.

For and on behalf of  
 J.H. MINET AND COMPANY LIMITED,  
 AVIATION DIVISION.

