

AIR ASIA COMPANY LIMITED

232 Tun Hua North Road, Taipei, Taiwan 105

亞洲航空股份有限公司

Ref. No. IM-74-190

November 7, 1974

Captain Allen E. Cates
Great China Airline
160 Nanking East Road
Section 2, 6th Floor
Taipei, Taiwan.

Subject: Loss of License Insurance
Certificate No. 39/4255

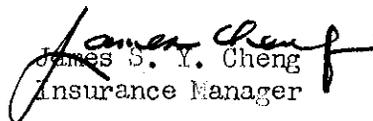
Dear Captain Cates:

Enclosed for your records are the following documents:

1. Certificate No. 39/4255 dated May 1, 1974 for your subject insurance for US\$72,000 coverage ending March 31, 1975.
2. Minet's covering letter Ref "G. E. Newell" dated October 24, 1974.

Very truly yours,

AIR ASIA COMPANY LIMITED


James S. Y. Cheng
Insurance Manager

Encls. 2.

JC/sw

LOSS OF FLYING LICENCE INSURANCE

J. H. MINET & CO. LTD.

AVIATION DIVISION,

MINET HOUSE,

66 PRESCOT STREET, LONDON E1 8BU

THROUGH AIR ASIA COMPANY LIMITED,
108 CHUNG SHAN ROAD NORTH,
SECTION 2, TAIPEI, TAIWAN.

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 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 during the policy period and occasions the incapacity or loss of Licence at any time whether during or after the currency of this insurance.

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.
- (c) Costs or other legal expenses or any other expenses such costs or 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.

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 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., 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 the performance of any non-criminal act in accordance with the 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).
- (e) Psychotic, Psycho-neurotic or epileptic causes.

IN WITNESS WHEREOF this certificate has been

signed at London this FIRST.....

day of MAY.....1974

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

Examined by [Signature].....

[Signature]

Director

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

Signed By:-- [Signature].....

Air Asia Company Ltd. (Insurance) [Signature]

SCHEDULE

1. Certificate No. 39/4255
2. Name and Address of Assured
Captain Allen Edward Cates,
Box 52, Air America Inc.,
APO San Francisco, California 96237
3. Assured's Date of Birth 9th April 1941
4. Period of Insurance: From 1st April 1974 To 31st March 1975
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. Commercial 1560292

Endorsement No.

Dated 20th July, 1974 attaching to POLICY No. 39/4255

effected with Underwriters at Lloyds

Issued to Captain Allen Edward Gates.

The effective date of this endorsement is 1st June, 1974

Notwithstanding anything to the contrary contained herein it is hereby understood and agreed that where the name Air Asia Co. Ltd. appears in the wording of this policy it shall be deemed to read Air America Inc.,

It is also understood and agreed that the address of that Company is amended to read as follows:-

Tainan Airfield, Tainan,
Taipei 700,
Republic of China.

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



All other terms, conditions and limitations of this policy remain unchanged.

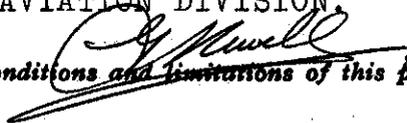
Endorsement No. 2

Dated 24th July 1974 attaching to Policy No. 39/4255
effected with GUARDIAN ROYAL EXCHANGE ASSURANCE
Issued to Captain Allen, Edward Cates,

Notwithstanding anything to the contrary contained herein
it is hereby understood and agreed that the Insured's
Address is as follows:-

Great China Airlines,
* 160 Nanking East Road,
Sec. 2. 6th Floor,
Taipei, Taiwan,
Republic of China.

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



All other terms, conditions and limitations of this policy remain unchanged.

AIR MAIL

J. H. MINET & CO. LTD.

AVIATION DIVISION

Air Asia Company Ltd.
232 Tun Hua North Road,
Taipei,
Taiwan 105,
Republic of China.

For the attention of
Mr. James S.Y. Cheng.
(Insurance Manager).

Registered Office:
Minet House,
66 Prescott Street,
London, E1 8BU
and at LLOYD'S
Registered: England 513938

TELEPHONE: 01-709 0707
ACCOUNTS: 01-550 8635
TELEGRAPH: MINSURET, LONDON, EC3
TELEX No. 886225

24th October, 1974

DATE **IM-74-176**

YOUR REF.

PLEASE QUOTE THIS REFERENCE

G.E. NEWELL.

Dear Sirs,

Loss of Licence Insurance Certificates
Captain Allen E. Gates, Certificate No. 39/4255

We thank you for your letter of the 18th October confirming that you have received the 70 Certificates for Loss of Licence Insurance, and that you will be issuing these after counter-signing, if found in order.

Your comments concerning Captain Gates are duly noted and we wish to apologise for the oversight in not including this Certificate when sending these with our letter of the 23rd September. This Certificate is now enclosed and we should be pleased if you would kindly counter-sign and pass this on to Captain Gates, with our apologies.

For your reference, a copy of our letter as sent to Captain Gates in July is enclosed herewith, for your records.

Yours faithfully,
J.H. MINET & CO. LTD.
AVIATION DIVISION

