



# Swiss Re Corporate Solutions

## SCHEDULE

## INDIVIDUAL FLIGHT – INTERNATIONAL

The data entered below is subject to the applicable Provisions of the Policy in accordance with the Benefit Coverage provided.

**Policy Number:**

**Effective Date:** Time of Boarding of  
Covered Aircraft

**Insured Person:**

**Email Address:**

**Date of Birth:**

**Premium Mode:** Per Flight

**Expiration Date:** Disembarkment

**Airline:**

**Flight Number:**

**Name of Beneficiary:** *Estate of Insured Person*

## COVERAGE

Airplane Travel Only

## POLICY BENEFITS

### Accidental Death Only

*See Benefit Amount Stated in the STATEMENT OF BENEFITS*

**AGGREGATE MAXIMUM LIMIT OF INSURANCE:** \$3,000,000 (Three Million Dollars)

## PREMIUM SCHEDULE:

Premium Due Date: On Origination Form

Premium Payable:

Policy Fee:

Surplus Lines Tax (    %)

Stamping Fee (    %)

**Total Annual Premium:**      \$0.00      \$0.00      \$0.00

*\*Applicable Surplus Lines Taxes and Fees subject to state regulations at premium due dates.*

### **INSURING CLAUSE**

Certain Underwriting Members listed on the Policy herein called the Company, will pay the benefit described in this Policy, as applicable, for:

- A. ACCIDENTAL DEATH ONLY

### **CONSIDERATION**

In consideration for this Insurance is the Application, if required, a copy of which is made a part of this Policy, and the timely payment of the premium is required. The Company agrees to pay the Beneficiary the Benefit Amount as shown if, while the Policy is in force, the Insured dies caused by an Accident which, directly and independently of any other cause and within seven (7) days from the date of Accident, results in a loss as stated in the STATEMENT OF BENEFITS.

Provided:

- a) The total Benefit Amount payable as a result of any one (1) or more Accidents in respect of the Insured shall not exceed, in any one period of Insurance, the largest single Benefit Amount specified in the STATEMENT OF BENEFITS.

### **TERM / TIME OF COVERAGE OF INSURANCE**

Coverage under this Policy is only for one (1) flight and will begin at time the Insured boards the Aircraft and will end at the time the Insured disembarks from the Aircraft and any verification by match up of record. This Policy may be renewed for a consecutive term upon completion of the Application and the payment of premium as required. The renewal is subject the consent of the Company.

Coverage begins automatically at the time the Insure boards the Aircraft.

Coverage ends automatically at the time the Insured disembarks from the Aircraft.

### DEFINITIONS

1. **Accident or Accidental** means a single sudden and unexpected event, which occurs during the Policy period at an identifiable time and place and which causes unexpected Bodily Injury at the time it occurs.
2. **Aggregate Benefit Amount or Aggregate Maximum Limit of Insurance** means the total amount of all benefits, stated in the Schedule, payable under this Policy due to the same Accident regardless of the number of Injuries.
3. **Aircraft** means the fixed-wing aircraft operated by the commercial airlines stated in the **Schedule** with the flight number stated in the **Schedule**.
4. **Benefit Amount** means the amount stated in the **Schedule**.
5. **Policy** means this contract of Insurance.
6. **Policyholder** means the stated entity or individual responsible for the payment of premium as required.
7. **Beneficiary** means the entity or individual to whom benefits will be paid.
8. **Insured** means the person so described as shown in the **Schedule**.

## **BENEFITS / CONDITIONS**

### **A. ACCIDENTAL DEATH ONLY**

Accidental Death Benefit Amount means the amount which becomes payable if, while this Policy is in force, the Insured dies as a result of an Accident which, directly and independently of any other cause and within seven (7) days from the date of Accident, results in a loss as stated in the **Schedule**.

This benefit does not cover loss due to sickness.

### **EXPOSURE AND DISAPPEARANCE**

Loss resulting from unavoidable exposure to the elements and arising out of an Accident shall be covered to the extent of the benefits afforded the Insured.

If the Insured disappears and the body is not found within six (6) months, then it shall be presumed, subject to all other terms of this Policy that, the Insured has suffered Loss of Life covered under the Policy.

If the Insured is subsequently found to be living, any Benefit Amount paid must be immediately refunded to the Company by the person or persons to whom paid, such Beneficiary having signed undertaking so to do.

### **ADEQUATE SAFETY RECORD**

It is a condition under this Policy that the airline holds an adequate safety record to minimum commercial airline industry standards.

## **STATEMENT OF BENEFITS**

The coverage applies to those benefits for which a Benefit Amount is shown.

Benefits payable under this Policy for the death of the Insured shall be paid to the estate of the Insured (whether under a will or by the laws of intestacy in jurisdiction of the Insured's residence).

## EXCLUSIONS

This policy does not cover loss directly or indirectly arising out of, contributed to or caused by or resulting from any of the following:

1. Intentionally self-inflicted Injury, suicide or attempted suicide, whether attempted or inflicted while sane or insane;
2. Any Accident occurring while riding on, boarding or alighting from, any permanent physical part of the Aircraft in its airborne state.
  - a) as a pilot, crew member or student pilot;
  - b) being used for stunt flying, racing or endurance tests, firefighting, exploration

*\*(This exclusion does not apply to passengers who temporarily perform pilot or crew functions in a life threatening emergency.)*
3. While the Insured is engaging or participating in naval, military or air force service or operation;
4. Illness, disease, sickness or bacterial infection; except bacterial infection of an Accidental bodily injury or Accidental ingestion of a substance contaminated by bacteria, unless specifically stated to be included;
5. Any act of declared or undeclared War or Assured's participation in a riot. Declared or undeclared War does not include acts of terrorism. "War" is used to mean:
  - a) hostilities following a declaration of War by a governmental authority;
  - b) if there is no declaration of War, then armed, open and continuous hostilities between two countries.
6.
  - a) ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, however caused
  - b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof, however caused.

The maximum aggregate limit on the Benefit Amounts payable by the Company under this Policy and all other policies of the Company that cover an Accident on the Aircraft is \$25,000,000. If for any Accident the aggregate Benefit Amounts payable by the Company for all insured exceeds \$25,000,000, the Benefit Amount payable under this Policy for such Accident will be paid in same proportion that the Benefit Amount bear to \$25,000,000.

## **PREMIUM AND TERMINATION FOR DEFAULT OF PREMIUM PAYMENT**

1. Computation of Premium:

As shall be determined by the Company.

2. Unpaid Premium:

The Company will have the option to deduct any unpaid premium from any Benefit Amount due hereunder.

3. Grace Period:

A grace period of thirty-one (31) days will be granted for the payment of each premium installment falling due after the first installment during which time this Insurance shall remain in force. If the Policyholder fails to pay any premium installment within the grace period, this Insurance shall automatically terminate at the expiration of the grace period.



## CLAIM PROVISIONS

### Notice of Claim:

Written notice of claim must be given to the Company within twenty (20) days after the occurrence or commencement of any death covered by this Policy, or as soon thereafter as is reasonably possible. Notice given by or on behalf of the estate of the Insured to the Company with information sufficient to identify the Insured, will be deemed notice to the Company. Notice shall be by Email to [info@airsurety.com](mailto:info@airsurety.com) or by the completion of a claim notice at the Company's website [[www.airsurety.com/claimsnotice](http://www.airsurety.com/claimsnotice)].

### Claim Forms:

When the Company or its authorized representative as stated in the **Schedule** receives notice of claim, claim forms for filing proof of claim will be furnished to the Policyholder. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant will be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in this Policy for filing proof of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

### Proof of Loss:

Written proof of death, consisting of either a death certificate or [written statement] from the airline identified on the **Schedule**, must be furnished to the Company or its authorized representative as stated in the **Schedule** within ninety (90) days after the termination of the period for which the Company is liable. Failure to furnish such proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

### Payment of Claims:

All Benefit Amounts will be payable to the estate of the Insured.

### Physical Examinations and Autopsy:

The Company, at its own expense, will have the right and opportunity to examine the person of the Insured when and as often as it may reasonably require while a claim is pending hereunder. The Company may also have an autopsy made, unless prohibited by law.

## **GENERAL PROVISIONS**

### **Notices:**

All notices, proofs and other communication intended for the Company shall be sent to their representative, namely:

International Specialty Insurance, Inc.  
105 W. Main Street  
Elkin, NC 28621  
U.S.A.

### **Fraud, Misstatement or Concealment:**

Any fraud, misstatement, or concealment, either in the statement of proposal made by or on behalf of the Insured prior to or when effecting this Insurance, or any fraudulent claim made hereunder, shall render this Insurance null and void, and all claims hereunder shall be forfeited.

### **Entire Contract Changes:**

This policy including the endorsements, Special Exceptions Rider(s) and the attached papers, if any, constitutes the entire contract of Insurance. No change in this policy will be valid until approved by an authorized representative of the Company and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

### **Legal Action:**

No action at law or in equity will be brought to recover on this Policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Policy. No such actions will be brought after the expiration of three years after the time written proof of loss is required to be furnished.

### **Conformity with State Laws:**

Any provision of this Policy which, on its date of issue, is in conflict with the laws of the state where this Policy is issued, is hereby amended to conform to those laws.

## **GENERAL PROVISIONS**

*(continued)*

### **Assignment of Benefits:**

No benefit provided under this Policy may be assigned, transferred, or encumbered:

1. without the consent of the Company; nor
2. unless the assignment is in writing in a form acceptable to the Company.

The Company shall not be liable for the validity of any assignment.

### **Not in Lieu of Workers' Compensation:**

This Policy is not in lieu of and does not affect any death benefit under Workers' Compensation Insurance.

### **Cooperation:**

As a condition precedent to exercising its rights under the Policy, the Policyholder and an Insured shall give to the Company or its authorized representative as stated in the SCHEDULE such information and cooperation as it may reasonably require, including but not limited to a description of the claim, the nature of the alleged Injury, timely submission of all necessary medical documentation and full cooperation with all physical examinations as set forth in the Policy.

### **Examination and Audit:**

The Company shall be permitted to examine the Policyholder's and or Insured's records relating to the Policy. The Company may do this at any time during the Policy term and within three (3) years after expiration of the Policy or until final adjustment and settlement of all claims under the Policy have been made, whichever is later.

### **Clerical Error:**

Clerical error (whether by the Policyholder, an Insured or the Company) in keeping the records having to do with the Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by the Policy.

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon –

**Mendes & Mount**  
750 Seventh Avenue  
New York, NY 10019  
U.S.A.

**Foley & Lardner LLP** (if California)  
555 California Street, Suite 1700  
San Francisco, CA 94104-1520  
U.S.A.

**Locke Lord LLP** (if Illinois)  
111 South Wacker Drive  
Chicago, Illinois 60606  
U.S.A.

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Assured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured (or Reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

## SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision under such benefit would expose that (re)insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade and economic sanctions, law or regulations of the European Union, United Kingdom, or United States of America.

## SECURITY LIST

100% Swiss Re International UK Branch  
Agreement Number:xxxxxxx