

CATHAY PACIFIC AIRWAYS LTD. – DISABILITY (LOSS OF INCOME) PROGRAM 2024

MEMBER - EVIDENCE OF INSURANCE 2024

THIS DOCUMENT IS ISSUED AS EVIDENCE OF INSURANCE, IT DOES NOT
CONSTITUTE A LEGAL CONTRACT OF INSURANCE

The Master Policyholder has procured Insurance under a Master Policy Agreement in respect of persons who are members of the Master Policyholder. This document is issued to **You** as evidence that **Your** name has been added as a person insured under the Master Policy Agreement.

The cover provided is in accordance with the terms and conditions contained in the Master Policy Agreement. The Master Policy Agreement is available for inspection upon application to the Master Policyholder.

The details that follow are a summary of those shown in the Master Policy Agreement as applicable to **You**. In the event of any discrepancy between the details contained in this document and those shown in the Master Policy Agreement then those shown in the Master Policy Agreement shall prevail.

Master Policy Holder

Cathay Pacific Airways Limited (“Cathay”) and / or its associate and / or its subsidiary companies and / or their agents and sub-contractors including VETA Limited, New Zealand Basing Limited for their respective rights and interests

33rd Floor, One Pacific Place,
88 Queensway, Admiralty
Hong Kong

Attaching to Master Policy Certificate No. **DCAX/002**

1. **Master Policy is effective with certain UNDERWRITERS AT LLOYD'S, LONDON -**
Percentage: 100%
2. **Policy Waiting Period – 90 days –** No benefits shall be payable due to **Sickness** if filed within the first 90 days of Policy inception – applicable to First Insurance Inception Date only and to New pilots joining the program (excluding pilots with already active policies with Clements Worldwide).
3. **Schedule of Benefits:**
 - a. **Temporary Total Disability**
 - b. **Permanent Total Disability – Not Applicable**
4. **Forms attached hereto and special conditions:**
 - a. Lloyd’s Form: LSW 1210 – Combined Total Disability and Permanent Total Disability
 - b. Lloyds Privacy Statement LSW1135B
 - c. The following table shows the **Maximum Benefit Period for Temporary Total Disability** by age of **Insured Person**:

AGES	Period
Up to 49	60 months
50 to 54	48 months
55 to 59	36 months
60 to 63	24 months or to age 65 years whichever comes first

- d. PTD – No cover available
- e. Sanctions Limitation and Exclusion Clause LMA 3100
- f. Cyber Clause LMA 5414
- g. Excluding all psychological illnesses, mental disorders, stress, anxiety, depression, neuroses, psychoneuroses, psychopathy's, or psychoses or mental or emotional diseases or disorders of any type.
- h. Claims are subject to full process / claims forms and proof of salary / earnings and employment in addition to **Pre-Existing Conditions** determination.
- i. **You** must be **Actively at Work** on the Inception Date.
- j. This Insurance does not provide 'Loss of License' coverage, which is determined by the Civil Aviation Authority whose jurisdiction **You** work in. This Insurance provides Cover against a valid claim for disability which prevents an **Insured Person** from engaging in their **Occupation**, as determined by an independent physician, and as more fully described in the Master Policy Agreement.

SAMPLE

**COMBINED TEMPORARY TOTAL DISABILITY AND
PERMANENT TOTAL DISABILITY INSURANCE.**

We, the **Underwriters**, agree to pay the benefits of this Master Policy Agreement to the **Insured Person**, in the manner and to the extent provided, but subject always to the terms and conditions provided in this Master Policy Agreement.

This Insurance is issued in consideration of and reliance upon the Application Form, and the payment of the required Premium. The Master Policy Agreement, Application Form, Schedule, and Endorsements, if any, constitute the entire contract. A copy of the Application Form is attached to and made part of this Insurance.

Words in bold print in this Master Policy Agreement have special meaning as defined in PART TWO – DEFINITIONS.

SAMPLE

PART ONE - BENEFITS

TEMPORARY TOTAL DISABILITY MONTHLY BENEFIT:

In the event that the **Insured Person** sustains **Bodily Injury** caused in and of itself by an **Accident** which occurs during the **Period of Insurance** and which solely and independently of any other cause results in the **Temporary Total Disability** of the **Insured Person** within 365 days from the date of such **Accident**, then the **Underwriters** agree to pay the Monthly Benefit (minus any **Valid and Collectible Benefits**) as stated in the Schedule.

In the event that the **Insured Person** sustains any **Sickness** which is diagnosed by a physician and which symptoms first manifests itself during the **Period of Insurance** and which solely and independently of any other cause results in the **Total Disability** of the **Insured Person** within 365 days from the date of such first manifestation, then the **Underwriters** agree to pay the Monthly Benefit (minus any **Valid and Collectible Benefits**) as stated in the Schedule.

The Monthly Benefit will be paid only for the period of the **Temporary Total Disability** of the **Insured Person**, but for no longer than the **Maximum Benefit Period** stated in the Schedule, and only after the **Elimination Period / Waiting Period**.

No benefits shall be payable as a result of the death of the **Insured Person** and all benefit payment shall cease in the event of the death of the **Insured Person**.

No claim shall be presumed by reason of the disappearance of the **Insured Person**.

PERMANENT TOTAL DISABILITY CAPITAL SUM BENEFIT:

If the **Underwriters** have paid to the **Insured Person** the Monthly Benefit for the **Maximum Benefit Period**, and at the expiration of such **Maximum Benefit Period** or 12 months from the date of **Bodily Injury** or **Sickness** (in excess of the **Elimination and / or Waiting Period**), whichever is longer, it is determined by a competent medical authority that the **Temporary Total Disability** will become **Permanent Total Disability**, then the **Underwriters** will pay the Capital Sum Benefit stated in the Schedule. Payments made under **Temporary Total Disability** benefit will be deducted from the **Permanent Total Disability** benefit.

The Capital Sum Benefit stated in the Schedule is the maximum amount payable under this Policy in respect of **Permanent Total Disability** under all circumstances.

We, the **Underwriters** reserve the right to appoint a Aviation Medical Examiner (AME) who shall be allowed, so often as may be deemed necessary, to conduct an examination of the **Insured Person**. Should the **Underwriters'** AME and the **Insured Person's** AME not be able to agree that the **Insured Person** has suffered **Permanent Total Disability**, the **Underwriters'** and the **Insured Person's** AME shall appoint a third AME to decide on the matter which shall be final and binding.

PART TWO - DEFINITIONS

- 1) **Accident** means a single sudden, unexpected, unusual, specific event, which is external to the body which occurs at an identifiable time and place during the **Period of Insurance**.
- 2) **Actively at Work** means the **Insured Person** being mentally and physically capable of carrying out their normal Regular duties associated with the job for which the **Insured Person** is employed at the usual place of **Occupation** for the usual hours of work in the **Occupation** declared (or provided) in the Schedule of this Agreement, provided the **Insured Person** has not been absent for more than 15 consecutive days in the preceding three months.
- 3) **Bodily Injury** means a specific physical injury sustained by the **Insured Person** during the **Period of Insurance** and is caused by an **Accident** which solely and independently of all other cause, causes disablement of the **Insured Person** within 12 months from the date of the **Accident**. It shall not include any injury arising from an accumulation or series of **Accidents** or traumas.
- 4) **Elimination Period and / or Waiting Period** means the consecutive number of days at the beginning of **Temporary Total Disability** or, **Permanent Total Disability**, for which no benefit is payable as stated in the Schedule.
- 5) **Gross Income** means **Your** total remuneration, being the sum of annual salary, flight and duty pay, and all contractual allowances paid by **Your** employer, but Gross Income shall exclude all bonus payments.
- 6) **Insured Person / Insured Member / You / Your** means a person who is insured and named in the First Schedule, or in any attachment or subsequent endorsement hereto.
- 7) **Maximum Benefit Period** means the total number of months as stated in the Schedule for which Monthly Benefits are payable.
- 8) **Occupation** – The occupation as stated in the Schedule.
- 9) **Period of Insurance** means the time for which this Insurance is in force as shown in the Schedule
- 10) **Permanent Total Disability** means that if solely due to an **Accident** or **Sickness** the **Insured Person** has suffered continuous **Temporary Total Disability** for the **Maximum Benefit Period** stated in the Schedule or 12 months (whichever is the longer) and will be wholly prevented for the remainder of their life, with no likely hope of improvement, from performing the major duties pertaining to their **Occupation** as stated in the Schedule.
- 11) **Pre-Disability Earnings** means the average monthly **Gross Income** usually received during normal work activities in the **Occupation** of the **Insured Person**, during the last 12 months immediately preceding the date that the **Bodily Injury** or **Sickness** occurred but shall exclude any bonus payments.
- 12) **Pre-Existing Condition** means any physical or mental impairment, defect, degenerative process, infirmity, or condition whether diagnosed or not, for which the **Insured Person** has sought medical advice, diagnosis, treatment or counselling or of which the **Insured Person** was or should reasonably have been aware of at any time during the 12 consecutive months preceding the effective date of this Insurance.
- 13) **Sickness** means a sickness or disease contracted by of the **Insured Person** which is diagnosed by a qualified physician and which symptoms first manifest during the **Period of Insurance** and which results solely and independently of all other causes in the **Temporary Total Disability** and /or **Permanent Total Disability** of the **Insured Person** within 365 days after the symptoms first appear. **Sickness** shall not include any degenerative condition or gradually operating cause.
- 14) **Temporary Total Disability** means that the **Insured Person** is wholly and continually unable to perform the major duties pertaining to their **Occupation** as stated in the Schedule due to

Accident or Sickness. Such **Temporary Total Disability** should be solely and independently caused by **Accident or Sickness**.

- 15) **Valid and Collectible Benefits** means disability insurance, disability benefits provided by **Your** employer, State Disability Benefits, benefits under any other similar plan including any union health and welfare benefits, accumulated sick leave or vacation days that exceed thirty (30) days used for sick leave and income paid to **You** by **Your** employer including any income earned from another alternate profession.
- 16) **We/Underwriters** means certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from Clements Worldwide.

SAMPLE

PART - THREE
RECOVERY, RECURRENT AND SUBSEQUENT DISABILITY

If after **Temporary Total Disability** You resume active work at **Your Occupation** and within six (6) months of returning to work You incur further **Temporary Total Disability** due to the same or a related cause, this **Temporary Total Disability** will be considered a continuation of the prior **Temporary Total Disability** and will not be subject to a new **Elimination Period** or a new **Maximum Benefit Period**.

If after **Temporary Total Disability**, You resume active work at **Your Occupation** and within six (6) months of returning to work You incur further **Temporary Total Disability** due to an unrelated cause, this **Temporary Total Disability** will be considered new **Temporary Total Disability**. The new **Temporary Total Disability** will be subject to a new **Elimination Period** and a new **Maximum Benefit Period** will be established.

If after **Temporary Total Disability**, You resume active work at **Your Occupation** and after more than six (6) months of returning to work You incur further **Temporary Total Disability**, this **Temporary Total Disability** will be considered new **Temporary Total Disability**, even if it is a recurrence of a condition for which You previously claimed **Temporary Total Disability** for. The new **Temporary Total Disability** will be subject to a new **Elimination Period** and a new **Maximum Benefit Period** will be established.

SAMPLE

PART FOUR – TERRITORIAL LIMITS

This Insurance covers the **Insured Person** anywhere in the world.

PART FIVE – LIMITATION

Temporary Total Disability:

The **Maximum Benefit Period** will be limited to the lesser of the period stated in the Schedule or twelve (12) months for any body part, condition, and/or **Sickness** for which a special issuance medical certificate has been issued by the licensing authority, provided it is not a **Pre-Existing Condition**.

Permanent Total Disability:

The Capital Sum Benefit will be limited to the lesser of the amount stated in the Schedule or USD 100,000 for any body part, condition, and/or **Sickness** for which a special issuance medical certificate has been issued by the licensing authority, provided it is not a **Pre-Existing Condition**.

SAMPLE

PART SIX – EXCLUSIONS

This Insurance does not cover **Temporary Total Disability** or **Permanent Total Disability** directly or indirectly caused or contributed to by:

- 1) **Bodily Injury** or **Sickness** sustained while in any of the armed forces (land, sea or air) of any country or international authority;
- 2) Any claim arising directly or indirectly caused or contributed by the **Insured Person's** intentional self-inflicted injury, suicide or attempted suicide;
- 3) The **Insured Person** being under the influence of alcohol or having taken drugs or narcotics unless prescribed by a legally qualified physician or surgeon however excluding any abuse and/or misuse of such drugs/narcotics even if legally prescribed;
- 4) **Bodily Injury** or **Sickness** occasioned or occurring while the **Insured Person** is committing or attempting to commit a felony or to which a contributing cause was the **Insured Person** being engaged in an illegal activity;
- 5) **Bodily Injury** or **Sickness** occasioned or occurring while the **Insured Person** is Riding or driving in any kind of race or endurance test;
- 6) Pregnancy, childbirth, miscarriage or abortion except from complications arising from pregnancy, childbirth, miscarriage or abortion;
- 7) Vertigo, dizziness, light-headedness, headaches, migraines, visual disturbances, black-outs, insomnia, tiredness, fatigue, exhaustion, Cataract, Fibromyalgia, ringing in the ears, Tinnitus, loss of hearing or any other alleged conditions based upon subjective symptoms;
- 8) Any **Pre-Existing Condition**;
- 9) All psychological illnesses, mental disorders, stress, anxiety, depression, neuroses, psychoneuroses, psychopathy's, or psychoses or mental or emotional diseases or disorders of any type.
- 10) The **Insured Person** travelling in any aircraft which is being used for crop-dusting, seeding, skywriting, racing, exploration, military activity or any other purpose than transportation;
- 11) Any cause specifically excluded by an Endorsement to this Insurance.
- 12) Nuclear reaction, nuclear radiation or radioactive contamination.
- 13) The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- 14) War and terrorism where the **Insured Person** is actively engaged in such activity.
- 15) Subsequent change(s) in medical standards by the licensing authority to those medical standards prevailing at the inception of this insurance.

This Insurance does not cover:

- 16) Claims due to **Sickness** which manifest within the first 90 days of the Policy inception – applicable to First Insurance Inception Date only.
- 17) **Permanent Total Disability** claims for **Insured Persons** aged 60 years or over.
- 18) **Temporary Total Disability** claims for **Insured Persons** aged 63 or over.

SAMPLE

PART SEVEN – CONDITIONS

- 1) *Entire Contract, Changes:* This Policy, including the Endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by the **Underwriters** 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.
- 2) *Appropriate Care Condition:* No benefits shall be payable under this Policy if the **Insured Person** refuses to undergo any reasonable and not inherently dangerous medical treatment to improve the condition giving rise to the claimed inability to perform all the duties pertaining to their **Occupation** as stated in the Schedule. No benefits shall be payable under the Policy unless the **Insured Person** fully co-operates with the **Underwriters** in the investigation and evaluation of the claim.
- 3) *Notice of Claim:* In the event of **Accidental Bodily Injury** or **Sickness** of the **Insured Person**, which causes or may cause **Temporary Total Disability** or **Permanent Total Disability** within the meaning of this Policy, **You** must contact Clements (Contact details can be found under item 10 of the Schedule) in writing within Sixty (60) days from the date of the **Accident** or manifestation of **Sickness**, with full details of the potential claim.
- 4) *Claim Forms:* Clements, upon receipt of a notice of claim will furnish to the claimant such forms as are usually furnished by them for filing proofs of a loss.
- 5) *Required Proofs of Temporary or Permanent Total Disability:* Written and satisfactory proof of **Temporary or Permanent Total Disability** must be furnished to the **Underwriters** (via Clements) within ninety days (90 days) from the date of the **Accident**, or manifestation of **Sickness**, with full details of the potential claim.
 - a. Proof includes but is not limited to, claim forms, signed authorisation for release of related medical records, financial, occupational records and copies of tax returns, pay stubs, or any other information needed to determine the **Underwriters**' liability. (Only information relevant to **Your** claim will be requested)
 - b. As part of this proof there must be included a certification from an independent physician, other than the **Insured Person** or a member of the **Insured Person's** family, certifying as to the **Insured Person's** disability.
 - c. Failure to furnish such proof within the time required shall 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 reasonable and in no event later than one year from the time proof is otherwise required.
- 6) *Time of Payment of Claims:* Benefits payable under this Policy will be paid upon receipt of due written proof of **Temporary Total Disability** or **Permanent Total Disability**, whichever is applicable, but not before the **Underwriters** have completed a full investigation of the incident or claim and agreed that the claim is covered under the terms and conditions of the Policy. Subject to due written proof of **Temporary Total Disability**, all accrued benefits for **Temporary Total Disability** for which this Policy provides periodic payment will be paid at the expiration of each monthly period during the continuance of the period for which the **Underwriters** are liable.
 - a. **Temporary Total Disability** for a fractional part of a month will be indemnified on the basis of one-thirtieth of the applicable monthly benefit for each day of disability for which the **Underwriters** are liable.
- 7) *Payment of Claims:* All benefits will be payable to the **Insured Person**, unless assigned in accordance with PART SEVEN, ITEM 9.
- 8) *Physical Examinations and Autopsy:* The **Underwriters** at their own expense shall have the right and opportunity to have any **Insured Person**, whose **Bodily Injury** or **Sickness** is the basis of a claim, examined when and as often as they may reasonably require during the pendency of a claim hereunder

- 9) *Assignment*: Assignment or transfer of any legal, equitable or other interest in this Insurance shall not be valid without the written consent of the **Underwriters**, unless such assignment occurs as a result of the death or bankruptcy of the **Insured Person**.
- 10) *Limitations of Legal Actions*: No action at law or in equity shall be brought to recover on this Policy prior to the expiration of ninety days after written proof of **Temporary** or **Permanent Total Disability** has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of two years from the commencement of **Temporary Total Disability**.
- 11) *Cancellation*: This Policy may be cancelled by the **Underwriters** at any time by electronic notice delivered to the **Insured Person**, stating when, not less than ten (10) days thereafter, such cancellation shall be effective.

This Policy may be cancelled by the **Insured Person** at any time by written notice delivered or mailed to the **Underwriters** (via Clements) with minimum notice period of 30 days and shall be effective upon receipt or on such later date as may be specified in such notice.

In the event of cancellation, the **Underwriters** will return the unearned portion of any premium paid. If the **Insured Person** cancels, the earned premium shall be computed at pro rata provided the **Insured Person** have not made a claim. The **Insured Person** will be entitled to a refund of premium paid, after deduction for any time for which **Insured Person** have been covered. This will be calculated on a proportional basis. For example, if **Insured Person** have been covered for six (6) months, the deduction for the time the policy has been covered will be half the annual premium. If the **Underwriters** pay any claim, in whole or in part, then no refund of premium will be allowed.

If the **Underwriters** cancel, the earned premium shall be computed at pro rata.

Cancellation shall be without prejudice to any claim originating prior to the effective date of cancellation.

In the event of a claim being paid under this Policy, the premium for this Policy shall be deemed to be fully earned.

- 12) *Non-Waiver of Premium*: Any premiums due under this Policy shall not be waived due to the making or payment of a claim under this Policy.
- 13) *Unpaid Premium*: Upon the payment of a claim under this Policy, any premium then due and unpaid or covered by any note or written order may be deducted therefrom.
- 14) *Refund of Benefits*: In the event that the **Underwriters** pay a claim in respect of the **Permanent Total Disability** of the **Insured Person** under this Policy and the **Insured Person** subsequently recovers sufficiently to resume the **Occupation** stated in the Schedule, the **Insured Person** agrees to immediately refund all monies paid to them hereunder by the **Underwriters**.
- 15) *Actively at Work*: The **Insured Person** must be actively at work at the time of Application, Policy inception and throughout the duration of the Policy for each **Period of Insurance**.
- 16) *Pilots License*: The **Insured Person** must have an active Commercial Pilots License or an active Air Transport Pilots License at inception of this Policy that has not been removed by any civil aviation authority.
- 17) *Baymac Management Services Ltd. membership*: The **Insured Person** must have active Baymac membership at the time of Application, Policy inception and throughout the duration of the Policy for each **Period of Insurance**.

ADDITIONAL WORDINGS AND CLAUSES

LLOYD'S PRIVACY POLICY STATEMENT

UNDERWRITERS AT LLOYD'S, LONDON

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

INFORMATION WE COLLECT

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history
- Information we receive from a consumer-reporting agency, such as credit-worthiness or credit history

INFORMATION WE DISCLOSE

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

CONFIDENTIALITY AND SECURITY

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION

You have a right to request access to or correction of your personal information that is in our possession.

CONTACTING US

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

06/03
LSW1135B

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.

LSW1001 08/94 (INSURANCE)

APPLICABLE LAW (Hong Kong)

The proper and exclusive law of this insurance shall be Hong Kong Law, Any disputes between the Insured and Underwriters under or in connection with this insurance shall be subject to the exclusive jurisdiction of the Hong Kong Courts.

14/09/2005

LMA5021

Form approved by Lloyd's Market Association

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 of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100

CYBER RISKS ENDORSEMENT (PERSONAL ACCIDENT & ILLNESS)

Any benefits for **bodily injury** or **sickness** due to:

- i. the use of, or inability to use, any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above

are payable, subject to the terms, conditions, limitations and exclusions of this policy.

CANCELING THIS INSURANCE

You can cancel this Insurance at any time by writing to Your Broker.

If You cancel this Insurance then, provided You have not made a claim, You will be entitled to a refund of premium paid, after deduction for any time for which You have been covered. This will be calculated on a proportional basis. For example, if You have been covered for six (6) months, the deduction for the time you have been covered will be half the annual premium.

If We pay any claim, in whole or in part, then no refund of premium will be allowed.