



*Pilots Helping Pilots*

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Neither Emirates Airline, nor any other applicable Air Carrier (including any department of Emirates Airline any other applicable Air Carrier), nor any officer of Emirates, nor any other applicable Air Carrier, acting in their capacity as such officer has any connection with or responsibility for the API Trust or for any company involved with the API Trust or for any representation of fact or suggestion as to future fact or future results, contained in or referred to in any document of any nature whatsoever prepared by or on behalf of the API Trust or any company involved with the API Trust.

**1 PURPOSE OF THE API TRUST**

- 1.1 The purpose of the API Trust is to provide benefits to pilots in the event of termination of their services as a pilot for medical reasons.
- 1.2 The API Trust is established to benefit its members by providing, insofar as the Trust Fund allows, for the payment of Disability benefits or Leaving Service Benefits.
- 1.3 Only pilots employed by Emirates airline, may apply to become, and be accepted as, a Member of the API Trust, however pilots may to continue their API Trust membership after leaving Emirates Airline. See Appendix 1 for more information.

**2 ELIGIBILITY FOR MEMBERSHIP**

- 2.1 Any pilot in the full-time employ of Emirates shall be eligible to become a Member of the API Trust, subject to that pilot holding a valid Class I Medical Certificate issued by the General Civil Aviation Authority (GCAA) of the United Arab Emirates (UAE) at the time they are formally accepted as a Member of the API Trust.
- 2.2 Application for membership of the API Trust shall be via the application form prescribed by the Trustee.
- 2.3 Approval of the application and acceptance into the API Trust shall be at the discretion of the Trustee.
- 2.4 Every member shall acknowledge on joining the API Trust that their contributions to the API Trust shall be held and administered by the Trustee in accordance with the Trust Deed.
- 2.5 Pilots who resign or retire as a pilot may be eligible to remain a member of the API Trust subject to adhering to the provisions contained in Appendix 1 to these Rules. For purposes of this Rule, the term 'retirement' includes voluntary early retirement as well as involuntary retirement upon reaching the retirement age stipulated in the Emirates Employee Manual, as amended from time to time.

**3 CONTRIBUTIONS TO THE API TRUST**

- 3.1 Each member shall contribute to the API Trust such amount as determined by the Trustee from time to time.
- 3.2 Contributions under Rule 3.1 shall be paid at monthly intervals.
- 3.3 Each member shall pay their contributions to the API Trust in the form and manner prescribed by the Trustee and/or its officers or consultants, unless otherwise informed in writing by the Trustee.
- 3.4 Where a Member fails to pay their contributions, the Member will be notified via email, registered mail or telephone that they have thirty (30) days grace period to the day at 23:59 Dubai Local Time from the last date payment should have been received in which to remedy the delinquent payment (the “**Grace Period**”), otherwise their membership will expire. At the conclusion of this grace period, if payment has not been received, membership will be automatically terminated. Should a Member desire reinstatement, the Member should refer to Rule 4.
- 3.5 Where a member has resigned or retired from Emirates Airline and has applied to continue their membership of the API Trust in accordance with Rule 2.5 – 2.19 of Appendix 1, the provisions of Rule 3.6 to 3.10 of Appendix 1 shall apply.

#### 4 MEMBERSHIP REINSTATEMENT

- 4.1 Except as provided herein, any person who has voluntarily terminated their membership or had membership terminated due to their failure to pay any contribution, may apply to the Trustee to be reinstated as a Member.
- 4.2 The Trustee is not obliged to reinstate such person as a member.
- 4.3 The Trustee shall not be required to give any reasons should it refuse to reinstate a former member.
- 4.4 Should the Trustee reinstate the pilot to full Membership, the pilot will join as a new member except as provided in Rule 4.5 below.
- 4.5 Where a member is reinstated to full Membership the following shall apply:
- 4.5.1 If prior membership was terminated due to failure to pay a contribution, a portion of that unpaid amount shall be collected before membership/reinstatement is approved and any outstanding amount shall be deducted from the Leaving Service Benefit or Disability benefit payments (if appropriate).
- 4.5.2 Leaving Service Benefit as described in Rule 7 shall only be payable from the new date of joining / reinstatement and shall not be retroactively applied to the original joining date.
- 4.6 As a reinstated Member the pre-existing condition definition shall be as follows:
- PRE-EXISTING CONDITION:** Means an illness, injury or condition for which the member was diagnosed or treated, or received diagnostic or treatment services or was prescribed medication by a physician for a diagnosis or treatment for a specific medical condition if the condition presented itself or made itself known or came to be known following the member's date of joining as a pilot with Emirates Airline AND re-occurs or makes itself known or comes to be known or is diagnosed or treated or receives diagnostic or treatment services or for which is prescribed medication for that illness, injury or condition or a subsequent illness, injury or condition that is directly related to the initial illness, injury or condition within the first thirty-six (36) months immediately following the first day of the member's REINSTATED membership of the API Trust.
- 4.7 When membership had lapsed in accordance with a previous version of the Rules solely due to the member reaching the age of sixty (60), the following reinstatement conditions will apply:
- 4.7.1 Subject to Rule 4.5, past years of membership will be credited to the member for the purposes of Leaving Service Benefits payments.
- 4.7.2 If the member received Leaving Service Benefits when their previous membership had been terminated at age sixty (60), this payment will be deducted from any future benefit entitlements including subsequent Leaving Service Benefits.
- 4.7.3 The returning member will have to register on the website at [www.aircrewprotection.org](http://www.aircrewprotection.org) and verify that their Class I Medical Certificate is valid.

## RULES OF AIRCREW PROTECTION INTERNATIONAL

- 4.7.3.1 In the event the Class 1 Medical Certificate is not valid the Member will be denied reinstatement until the certificate is re-validated by the Aviation Regulator.
  - 4.7.3.2 In the event the Class 1 Medical Certificate was suspended after the member's sixtieth (60<sup>th</sup>) birthday and prior to re-instatement to the API Trust, the medical condition that caused the suspension qualifies as a pre-existing condition and will remain a pre-existing condition until the Member turns sixty-five (65). No benefit will be paid if the same medical condition causes termination from the Member's employer for medical reasons.
  - 4.7.3.3 Any misrepresentation as to the Member's Class I Medical Certificate validity will be cause for termination from the API Trust with no refund of contributions or Leaving Service Benefit.
  - 4.7.3.4 If a Member's Class I Medical Certificate is suspended after reinstatement as a member of the API Trust the Member shall be required to immediately present their Medical Records to the Medical Advisor for review.
- 4.8 A member may request to continue membership of the API Trust after the last day of service as a pilot for Emirates Airline (See Appendix 1).
- 4.9 Notwithstanding the above, Membership reinstatement is not available to a Member whose membership has been terminated due to failure to pay their contributions after leaving Emirates Airline or the applicable Air Carrier. A Member who has resigned as a pilot shall not be eligible to apply for continuation of their Membership of the API Trust unless they have paid any and all due contributions without default in the three (3) years immediately prior to their last day of service with Emirates Airline, or the applicable Air Carrier.

## 5 NOTIFICATIONS AND ELIGIBILITY FOR BENEFITS

- 5.1 Members (or their Nominated Recipient, where applicable) shall notify the API Trust in writing within thirty (30) days following written or verbal notification by the Aviation Regulator or the Medical Services of their respective employer that pilot services are suspended for medical reasons or following the death or total incapacitation of the member.
- 5.2 Members, whether in receipt of benefits or otherwise, shall also notify the API Trust in writing immediately:
- 5.2.1 of their desire to terminate their membership of the API Trust;
  - 5.2.2 upon reaching their sixty-fifth (65<sup>th</sup>) birthday;
  - 5.2.3 of their notice of resignation or retirement as a pilot from Emirates Airline;
  - 5.2.4 of any change in their personal circumstances (including but not limited to changes to their employment status, residential address or medical status);
  - 5.2.5 Approval, history, conclusion, denial or termination of payments provided by the Third-Party Insurer (as defined in Rule 16); or
  - 5.2.6 of their termination as a pilot by Emirates Airline.
- 5.3 Any Member or Nominated Recipient intending to submit a claim for Disability benefits under the API Trust shall submit a written notification to the Trustee. This notification shall include the following documentation:
- 5.3.1 notice that the pilot's license is suspended for medical reasons by the Aviation Regulator;
  - 5.3.2 medical evidence of disability as determined by the Aviation Regulator;
  - 5.3.3 evidence of termination of pilot services by Emirates Airline for medical reasons (where applicable). The burden of proof that a Member has been terminated by Emirates for medical reasons lies with the Member;
  - 5.3.4 Approval, history, conclusion, denial or termination of underwriting payments provided by the Third-Party Insurer;
  - 5.3.5 evidence of resignation of pilot services to Emirates Airline (where applicable);
  - 5.3.6 proof of death (when death benefit is claimed); or
  - 5.3.7 where a Member is Incapacitated, a valid Power of Attorney or other valid legal documentation appointing the Nominated Recipient along with a certified copy of the Nominated Recipient's passport.

## RULES OF AIRCREW PROTECTION INTERNATIONAL

- 5.4 Following receipt of a claim for Disability benefit from the Member (or their Nominated Recipient) and at any time following the determination of Disability benefits, the Trustee, or the Medical Advisor, may require the Member to submit, at a time of the Trustee's choosing and at the Member's own cost, to a Medical Assessment. The original report from the specialist will be supplied to the Medical Adviser directly from the examiner. Refusal to submit to the above shall be grounds for immediate termination of membership of the API Trust, with the member forfeiting, in its entirety, any contributions to the API Trust or legal claims against the API Trust, the Trustee or its affiliates. Every attempt shall be made not to cause undue harm or financial strain to the Member and every effort shall be made by the Trustee to ensure the examiner is located locally to the Member.
- 5.5 The Trustee may at any time in writing request a Member claiming benefits under the API Trust to submit further information or documentation as the Trustee may reasonably require in order to ensure the payment or continuation of benefits. The burden is on the Member to provide the Trustee with such information and failure to do so may result in delay in payment or termination of benefits.
- 5.6 The Trustee shall be under no obligation to issue any Disability benefit payment unless a Member has submitted all the evidence and documentation required by the Trustee to its satisfaction to enable it to determine that a Disability benefit is payable under the API Trust and the Trustee, in its sole discretion, after reviewing such evidence and documentation, has determined that the Member is entitled to such Disability benefit.
- 5.7 Any claim for Disability benefits and supporting documentation must be received within a period of one (1) year following termination of pilot services for medical reasons by Emirates Airline or such other applicable Air Carrier.
- 5.8 Any benefits claim filed more than one (1) year following termination of pilot services for medical reasons by Emirates Airline or such other applicable Air Carrier will not be accepted, unless Member can demonstrate total medical incapacitation that made notification impossible.
- 5.9 Any claim for Leaving Service Benefits and supporting documentation must be received prior to the Member's last day of service with Emirates Airline.
- 5.10 No Disability benefit payment shall be made by the Trustee to any Member or Member's Nominated Recipient unless the Member or the Member's Nominated Beneficiary (if applicable) has returned a signed Notice of Entitlement.
- 5.11 Members shall remain liable to pay their monthly contributions (unless medically incapacitated), even following termination as a pilot, until a determination has been made regarding benefits under the API Trust, and such Member has returned a signed Notice of Entitlement to the Trustee (where applicable).
- 5.12 If, during the calculation of the benefit payment, if it is determined that a past payment delinquency occurred the amount of the delinquent payment(s) will be subtracted from the first month's benefit payment.
- 5.13 Benefits payable under the API Trust to Members cannot exceed the value of the assets held in the Trust Fund at any time.
- 5.14 If the balance of the Trust Fund becomes insufficient to pay the claimants, then the Trust Fund shall be distributed to the claimants to the maximum extent possible on a prorata basis as determined by the Trustee.



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- 5.15 The API Trust allows for monthly payments to claimants to be reduced at the discretion of the Trustee. This would only be implemented to ensure viability of the API Trust and the liquidity of the Trust Fund. In the unlikely event this measure is required, Members and claimants will be provided with three months' written notice.
- 5.16 A Member may only file one claim for Disability benefits or Leaving Service Benefits.
- 5.17 Members who resign or retire as a Pilot from Emirates Airline or such other applicable Air Carrier and desire to maintain Membership in the API Trust shall be subject to the provisions contained in Rules 2.5 to 2.19 of Appendix 1 to these Rules.

**6 DISABILITY BENEFITS – THIRD-PARTY INSURER**

- 6.1 The Management Company, as agent of the Trustee has entered into a policy with the Third-Party Insurer to underwrite the Trust Fund and provide preliminary benefits to the members of the API Trust.
- 6.2 The policy shall be maintained and administered by the Third-Party Insurer in accordance with their terms and conditions. For the avoidance of doubt, the Third-Party Insurer operates independently of the Management Company and the Trustee and determines the eligibility for benefits in accordance with its own set of criteria.
- 6.3 The Management Company shall be the policyholder, and the terms and conditions of the Third-Party Insurer shall be made available to the Members via the API Website;
- 6.4 From 1<sup>st</sup> March 2019:
- Members are required to apply to the Third-Party Insurer in accordance with their terms and conditions. The Third Party Insurer will collect the contributions on behalf of the Trustee. The Third Party Insurer will then deduct the insurance premium from the contributions and transfer the net amount to the Trustee.
- 6.5 If a Member is deemed eligible for disability benefits in accordance with the terms and conditions of the Third-Party Insurer, the Third-Party Insurer will pay the member each month for up to sixty (60) months, following a twelve (12) month waiting period to coincide with the 12 months the Member is employed by Emirates Airline on long-term sick benefits.
- 6.6 The Member will simultaneously submit a claim for benefits to the Trustee. Such claim will not be processed until a determination is made by the Third-Party Insurer regarding the Members eligibility for benefits.
- 6.6.1 prior to a determination by the Third-Party Insurer that a Member is or is not eligible for third-party disability benefits the Member will not receive Benefit payments from the API Trust.
- 6.6.2 while receiving benefits from the Third-Party Insurer the Member will not receive Benefit payments from the API Trust.
- 6.6.3 While receiving benefits from the Third-Party Insurer the Member will be required to continue their contributions to the API Trust.
- 6.7 Ninety days before payment of benefits by the Third-Party Insurer is due to end (the “**Third Party Benefits Termination Date**”), or if the Third-Party Insurer determines that the Member is not eligible for benefits in accordance with their terms and conditions, the Member shall notify the Trustee that he or she wishes for her original claim to the Trustee to be evaluated. Thereafter:
- 6.7.1 The Trustee will evaluate and determine the claim in accordance with the Rule 7 hereof.
- 6.7.2 The Trustee shall have absolute discretion to continue or discontinue benefit payments to the member following the Third-Party Benefits Termination Date and shall not be bound by the previous decision of the third-party insurer.

**7 DISABILITY BENEFITS – API TRUST**

- 7.1 Following receipt of all documentation set forth in Rule 5 and, when necessary, the receipt of the medical opinion obtained subject to Rule 5.4 where a Disability is determined the Trustee may issue a Notice of Entitlement to the Member or their Nominated Recipient (where applicable), outlining the Disability benefits due in respect of such Member in accordance with Rules 7.1.1 and 7.1.2. Such claim for benefits will not be assessed by the Trustee until the Member has received the totality of payments from the Third-Party Insurer or unless such payments from the Third-Party Insurer have been denied:
- 7.1.1 AED 25,000 per month from the date the Member's claim for Disability benefit is approved by the Trustee, and is payable until the Member's sixty-fifth (65<sup>th</sup>) birthday or the Member's death, whichever first occurs (except as excluded or reduced in accordance with Rule 11 of this document) (the "**Eligibility Period**"); AND
- 7.1.2 This amount shall be increased on the first day of the first calendar month following the first anniversary of the first payment of the benefit by 3% and annually thereafter by 3% per annum to a maximum of AED 35,000 per month.
- 7.2 Actual receipt of payments by the Member may vary based on Member's bank regulations or wire transfer delays. These delays are outside the control of the API Trust and as such the API Trust, the Trustee and its consultants and affiliates shall not be liable.
- 7.3 Nothing in this Rule 7 shall prevent the Trustee from delaying payment until the necessary due diligence is complete as required by the Trustee and / or the Medical Advisor.
- 7.4 The payment of Disability benefits terminates upon the expiry of the Eligibility Period specified in a Notice of Entitlement or, subject to Rule 12.1.6, upon notification to the Trustee of the death of the Member, whichever first occurs.
- 7.5 The Trustee may terminate benefits should the Member fail to submit, upon request, to any Medical Assessment in accordance with Rule 5.4, and the Trustee may delay or terminate benefits should the member fail to submit, upon request any such further information or documentation as the Trustee may reasonably require in order to ensure the payment or continuation of benefits.
- 7.6 For the avoidance of doubt payment of benefits shall be at the sole discretion of the Trustee.
- 7.7 The Trustee may, in its sole discretion, vary the amount of benefits due under a Notice of Entitlement in the manner in which the Trustee thinks fit.
- 7.8 Members who resign or retire as a pilot from Emirates Airline or such other applicable Air Carrier and notify the Trustee in writing of their desire to continue their aviation career at another Air Carrier may be subject to the provisions contained in Rule 7.9 of Appendix 1 to these Rules.
- 7.9 Where a Member dies whilst in receipt of Disability benefit, the Trustee shall, subject to receipt of proof satisfactory to the Trustee of such Member's death, continue to pay such Member's Disability benefit to the Member's Nominated Beneficiary/ies for a period of three months following such Member's Death, PROVIDED HOWEVER that no Disability benefits shall be payable in respect of a Member after the date on which such Member would have reached the age of sixty-five (65).

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- 7.10 The Trustee, regardless of whether the Member has received benefits payments from the Third-Party Insurer or not, shall have sole discretion when determining whether or not the member is eligible for benefits under these Rules. A Member who has been denied payment of Disability benefits under these Rules may be entitled to appeal such benefit determinations in accordance with the provisions of Appendix 2 hereof.

## 8 LEAVING SERVICE BENEFITS

- 8.1 If a Member resigns as a pilot or is terminated as a pilot by Emirates Airline (for reasons other than medical) or retires as a pilot from Emirates Airline upon reaching their sixty-fifth (65<sup>th</sup>) birthday, the Trustee, following receipt of the documentation under Rule 5 above, shall pay to the Member a Leaving Service Benefit (“**LSB**”) as follows (all dates to coincide with the last day of the month of the last month of the inclusive period):
- 8.1.1 during the first 10 years of membership, 10% of the Member’s contributions;
  - 8.1.2 from 10 years membership to 20 years of membership, 15% of the Member’s contributions;
  - 8.1.3 from 20 years membership to 30 years of membership, 20% of the Member’s contributions; and
  - 8.1.4 from 30 years membership to age 65, 30% of the Member’s contributions.
- 8.2 Upon receipt of LSB in accordance with Rule 8.1, the Member’s Membership shall be deemed to be automatically terminated unless the Member has requested to continue API Membership with another Air Carrier.
- 8.3 The Trustee may, from time to time, review the level of LSB and may upon receipt of actuarial advice, increase or decrease the level of LSB available as provided under Rule 8.1. Members will be notified of these changes in the ‘NEWS’ link on the official website at [www.aircrewprotection.org](http://www.aircrewprotection.org).
- 8.4 During the calculation of the LSB, if it is determined that a past payment delinquency occurred the amount of the delinquent payment(s) will be subtracted from the LSB payment.
- 8.5 LSB shall not be payable if no LSB claim has been made prior to the Member’s last day of service with Emirates.
- 8.6 Any Member who voluntarily terminates his or her membership of the API Trust but remains employed by Emirates Airline shall not be entitled to any LSB.

## 9 VALIDITY AND CHANGES OF RULES

- 9.1 The Rules of the API Trust are posted on the following website at [www.aircrewprotection.org](http://www.aircrewprotection.org)
- 9.2 The current version of the Rules posted on the website is the valid, controlling version.
- 9.3 The current version of the Rules (in accordance with Rule 9.2 above) on the date a Disability benefits claim is filed shall be the controlling version for the claim. It is the responsibility of the API Trust, or the Management Company, to furnish the current, controlling version of the Rules to the Member when the benefit claim is filed; a claim for Disability benefits may not be filed unless the member has been terminated as a pilot for medical reasons.
- 9.4 There may be instances where the date a benefit claim is filed predates the Member's acceptance into the API Trust. For the avoidance of doubt, in such instances, the current version of the Rules on the date of the Member's acceptance into the API Trust shall be the controlling version for the claim.
- 9.5 Changes to the Rules will be posted under the 'NEWS' tab on the website at [www.aircrewprotection.org](http://www.aircrewprotection.org). Alternatively, the trustee may elect to notify the Member via newsletter.
- 9.6 Save for where provided to the contrary herein, previous versions of the Rules are obsolete when a newer version is posted on the website. For the avoidance of doubt, the provisions of previous versions of the Rules are not controlling and have no validity except in instances where, upon commencement of their API Trust membership:
- 9.6.1 the Member's Class I Medical Certificate was not valid, in which case such Member shall only be eligible to receive a Notice of Entitlement until their sixtieth (60<sup>th</sup>) birthday, unless provided otherwise in the Notice of Entitlement.
  - 9.6.2 the Member's Class I Medical Certificate is not valid and is subsequently reissued and the Member restored to a flying status, then Rule 9.6.1 does not apply and any benefit entitlement under any subsequent Notice of Entitlement shall payable be up to and including the Member's sixty-fifth (65<sup>th</sup>) birthday, unless provided otherwise in the Notice of Entitlement.
  - 9.6.3 the Member is currently receiving benefits having executed a Notice of Entitlement issued under a previous version of the Rules. In such instances the Trustee may, in their absolute discretion re-evaluate any Notice of Entitlement, however in the event of the Trustee doing so charges will apply.
- 9.7 The Trustee provides the Rules in both English and Arabic. In the event of any inconsistencies between the English and Arabic versions of the rules, the English version as posted on the website will always be the controlling version.

**10 TERMINATION OF MEMBERSHIP**

10.1 Membership in, eligibility to claim or receive Disability benefits (except as previously approved in a Notice of Entitlement), and obligation to pay contributions to the API Trust end on the date:

10.1.1 the Member dies;

10.1.2 the Member submits notification to Emirates Airline or such other applicable Air Carrier of their resignation or intention to resign as a pilot notwithstanding such Member's eligibility for any other benefits under these Rules,

10.1.3 the Member reaches the age of sixty-five (65);

10.1.4 the Member gives written notice to the Trustee of voluntary termination of their membership;

10.1.5 the Member fails to pay any contribution and fails to rectify such default within the Grace Period in accordance with Rule 3.4;

10.1.6 all benefits have been paid in full in accordance with a Notice of Entitlement; or

10.1.7 the Member fails to comply with Rule 5.

10.1.8 the Member fails to comply with Rule 6 hereof and fails to apply to, and make payments to, the Third-Party Insurer.

## 11 EXCLUSIONS

- 11.1 No Disability benefits shall be payable to, or in respect of, a Member if such Member was deemed by their respective employer not to have been terminated for medical reasons.
- 11.2 No Disability benefits shall be payable to, or in respect of, a Member for the period preceding such Member receiving notification from their respective employer of their employment being terminated for medical reasons. If eligibility to receive benefits under API is approved by the Trustee, it shall commence within thirty (30) days following the receipt of all documentation necessary to make such benefit payment (such information as shall be informed to the Member by the Management Company (as hereinafter defined)). Nothing in this Rule shall prevent the Trustee from delaying approval to receive benefits until the necessary due diligence is complete as required by the Trustee and / or the Medical Advisor.
- 11.3 No Disability benefits shall be payable to or in respect of a Member where their Disability arises from:
- 11.3.1 a pre-existing condition as defined in Rule 16 of this document;
  - 11.3.2 any self-inflicted condition being any injury, physical condition, illness, disease or other condition which was deliberately caused, inflicted or contracted by the Member.
  - 11.3.3 suicide or attempted suicide.
  - 11.3.4 use or ingestion of illegal drugs;
  - 11.3.5 intentional and /or wilful misstatement or concealment of a Disability on the part of the Member in order to obtain an aviation medical certificate, obtain payment benefits or become a Member of the API Trust;
  - 11.3.6 committing, or attempting to commit a criminal act;
  - 11.3.7 operating a motor vehicle or accident caused by operating a motor vehicle while under the influence of alcohol or drugs. A motor vehicle accident will be deemed to be caused by the use of alcohol or drugs if it is determined that at the time of the accident the Member was operating the vehicle while under the influence of alcohol or drugs;
  - 11.3.8 injury incurred as a result of deliberate exposure by the Member to exceptional danger (except in an attempt to save human life). This does not include 'extreme sports'.
  - 11.3.9 If the Member's contributions (including any reinstatement contribution) are not paid in full up to the last day of the monthly period in which the benefit would otherwise become payable.
- 11.4 A reduced Notice of Entitlement shall be issued for the following:



- 11.4.1 **Self-reported Disabilities (as defined in Rule 16).** If a Member's Class I Medical Certificate is no longer valid due to a self-reported disability (as defined in Rule 16) (i.e. the Member cannot perform, on a day to day basis as rostered by Emirates Airline or such other applicable Air Carrier, the material and substantial duties of their regular occupation as a pilot due to sickness or injury following a determination by the Aviation Regulator that they are physically unfit to fly as a commercial pilot for Emirates Airline) and the Member is subsequently terminated by Emirates for medical reasons the Notice of Entitlement shall be limited to six (6) months from date the Trustee receives all necessary information required to determine the Member's claim for benefits under Rule 5.
- 11.4.2 **Psychological, Mental or Nervous Disorders (as defined in Rule 16).** If a Member's Class I Medical Certificate is no longer valid (as described above) due to a psychological, mental or nervous disorder and the member is subsequently terminated by Emirates for medical reasons the Notice of Entitlement shall be limited to twenty-four (24) months from date Trustee receives all necessary information required to determine the Member's claim for benefits under Rule 5.
- 11.5 If a Member was issued a reduced Notice of Entitlement subject to Rules 11.4.1 or 11.4.2 and the Member improves to the extent that they now hold a valid Class I Medical Certificate, the Member or their Nominated Recipient may not avail Rule 11.1.1.2 as pertaining to such Member's entitlement claim with the effect of extending a reduced notice of entitlement beyond the twenty-four (24) month or six (6) month period, respectively.
- 11.6 No benefits shall be payable to, or in respect of, a Member, unless a Notice of Entitlement has been issued by The Trustee confirming the entitlement to the benefit, and the Member has signed and returned the same to the Trustee.
- 11.7 No benefits shall be payable to, or in respect of, a Member if it is determined that in accordance with the regulations of the Aviation Regulator, the Member could return to work via an alternate and commonly accepted, non-surgical, non-invasive treatment plan as determined by a qualified medical advisor(s) if that plan has not been attempted unless the Member provides sufficient documentation to rule out that treatment plan as a possibility.
- 11.8 If a determination is made that a Notice of Entitlement is denied as the claim should be excluded pursuant to this Rule 11, an amount equal to the entirety of a Member's contributions to the API Trust will be refunded to the Member's nominated bank account; if the member has been reinstated only the contributions made after the reinstatement date will be refunded. This refund will constitute termination of the Member from the API Trust and the Member will receive no further benefit consideration.
- 11.9 No benefits shall be payable to or in respect of a Member who has submitted their resignation or notice of resignation to their employer.
- 11.10 No benefits shall be payable to or in respect of a Member who has been terminated for capability reasons.

## 12 TERMINATION OF BENEFITS

- 12.1 The Trustee may revoke a previously issued Notice of Entitlement, and in such event the Trustee shall cease further benefit payments to the Member (whether directly or via their Nominated Recipient), if:
- 12.1.1 the Trustee is satisfied that the condition of a Member has improved to the extent that such Member is no longer disabled using the following determination:
    - 12.1.1.1 The Member holds a valid Class 1 Medical Certificate AND is employed as a commercial pilot; OR
    - 12.1.1.2 the Member holds a valid Class 1 Medical Certificate and three (3) years have elapsed since the date such valid Class 1 Medical Certificate was issued, however, for the avoidance of doubt, no benefit shall be paid after the member has reached the age of sixty-five (65) or if a reduced Notice of Entitlement was issued in accordance with Rules 10.4.1 or 10.4.2;
  - 12.1.2 the Trustee is satisfied that a Member who is in receipt of Disability benefits is refusing to submit, at a time of the Trustee's choosing and as advised by the Medical Advisor, at the Member's own cost, to a medical check-up, medical specialist, aviation medical examination or psychological assessment by a specialist or specialists of the Trustee's choice or refusing to allow records from such examination be supplied to the Medical Advisor directly from the examiner or refuses to provide information or documentation as required by the Trustee. In such instances, any refusal shall be grounds for immediate termination from the API Trust and the Member forfeits any further financial benefit or legal action against the Trustee or the API Trust;
  - 12.1.3 a material change occurs in the Rules of the API Trust which would render the Member's claim invalid;
  - 12.1.4 The Member has reached the age of sixty-five (65);
  - 12.1.5 The termination date of benefits has been reached;
  - 12.1.6 The Member to whom the Notice of Entitlement was issued has died, in which case the Notice of Entitlement shall continue for three (3) months for the benefit of the Nominated Beneficiary, however no benefit shall be paid after the member would have reached the age of sixty-five (65);
  - 12.1.7 The liquidity of the Trust Fund is insufficient to pay all claimants in accordance with Rule 5 hereof.

**13 THE MANAGEMENT COMPANY**

- 13.1 The Trustee shall be assisted by Aircrew Protection International Limited, the management company appointed by the Trustee (the "**Management Company**").
- 13.2 The Management Company shall be entitled to employ or engage such consultants, administrators and such persons providing services including but not limited to secretarial, administrative, accountancy and actuarial services as are required to assist with the administration the API Trust ("**Service Providers**") and shall be entitled to payment of pre-agreed reasonable remuneration and expenses from the Trust Fund for the payment of such Service Providers.
- 13.3 The Management Company shall be entitled to enter into contracts for services which directly or indirectly benefit the membership and shall be entitled to payment of pre-agreed reasonable remuneration for the payment of such services the Trust Fund.
- 13.4 The Management Company also sources the provision of separate legal cover independently of the API Trust, details of which are contained in Appendix 3.

**14 INVESTMENTS AND ACCOUNTS**

- 14.1 The Trustee is empowered to invest all or part of the Trust Fund in accordance with the terms of the Trust Deed and the parameters allowed in the jurisdiction in which the funds are held.
- 14.2 The Trustee shall create accounts appropriate to the operation and investment activities of the API Trust.
- 14.3 The Trustee shall maintain records of the account(s) detailing transactions of the API Trust and the investment of the Trust Fund. The records shall be finalized as of 31<sup>st</sup> December of each year, together with supporting accounts for the preceding twelve months ending on that date. Such accounts shall be subject to annual audit by the Auditors.
- 14.4 All contributions paid by the Members, less any remuneration or expenses shall be invested and/or held to administer the API Trust and to fund the liabilities of the API Trust to the extent that the Trust Deed and the Rules allow.
- 14.5 The Trustee shall, where there have been deductions made in respect of remuneration or expenses, provide the Members with a proper accounting for such deductions.

**15 INDEMNITY**

- 15.1 Neither the Trustee, or any of current or former its Directors, advisors, consultants, secretaries, Administrators or administrative staff nor the Management Company, its Directors, its Service Providers, nor the Investment Committee or their appointees or representatives, nor any person employed or engaged for the time being or who has in the been employed or engaged by the API trust shall be liable for any damages, losses or expenses arising from their acts or omissions in carrying out their respective duties SAVE FOR where such damages, losses or expenses arise as a direct result of their gross negligence or dishonesty.
- 15.2 No Member, their Nominated Recipient, their Nominated Beneficiaries, or their representatives, agents or any related third parties shall have any claim against the Trustee, its current or former Directors, advisors, consultants, secretarial administrator or administrative staff, or the Management Company, or any of its Directors or Service Providers, or the Investment Committee or their appointees or representatives, should the Trust Fund be legally and properly depleted or should the API Trust Fund be insufficient to meet the liabilities of the API Trust to the Members, or their Nominated Recipient, or their Nominated Beneficiaries, their representatives, or other parties concerned. This limitation shall apply irrespective of whether or not a Notice of Entitlement has been issued by the Trustee.

## 16 DEFINITIONS

**ACTUARY:** Means Independent Actuarial Consultants, 6th Floor, Wale Street Chambers, 38 Wale Street, Capetown, 8001 South Africa, or such other firm as may be contracted to provide actuarial services for and on behalf of the API Trust from time to time.

**ADMINISTRATOR:** Means the person, group or entity as may be contracted to assist with the administration of the API Trust from time to time either by the Trustee or via the Management Company as the case may be.

**AIR CARRIER:** Means an airline that conforms to the definition of a scheduled air carrier under the International Civil Aviation Organization (ICAO) definition being a carrier with Schedule Revenue Flights defined as “Flights scheduled and performed for remuneration according to a published timetable, or so regular or frequent as to constitute a recognizably systematic series, which are open to direct booking by members of the public; and extra section flights occasioned by overflow traffic from scheduled flights.” Any reference to “Air Carrier” in the Rules excludes Emirates Airline as any reference to Emirates Airline shall be by name.

**API TRUST:** Means the Aircrew Protection International Trust, a trust established under the laws of Guernsey which is administered in accordance with the Trust Deed and the Rules.

**AUDITOR/ACCOUNTANT:** Means Fuller International Certified Public Accountants, Office 401, Technic Building - Salah Al Din St – Dubai, or such other firm as may be contracted to provide accountancy services for and on behalf of the API Trust from time to time.

**AVIATION REGULATOR:** Means the aviation authority which is the federal, autonomous body set up to oversee all aviation-related activities in country where the member is employed as a line holding pilot for an Air Carrier and in the case of Emirates Airline refers to the General Civil Aviation Authority (GCAA) of the United Arab Emirates (UAE).

**DISABILITY / DISABLED:** Means a condition which renders a Member unable to perform, on a day to day basis as rostered by Emirates Airline or such other applicable Air Carrier, the material and substantial duties of their regular occupation as a pilot due to sickness or injury following a determination by the Aviation Regulator that they are physically unfit to fly as a commercial pilot for Emirates Airline or such other applicable Air Carrier. ‘Disabled’ has a corresponding meaning.

**EXCEPTIONAL DANGER:** Means an unsafe, reckless, extreme or hazardous activity or circumstance that may reasonably be considered life-threatening and/or is likely to result in death, disability or incapacity, or that could otherwise result in permanent or prolonged physical or mental limitations, and is generally considered a situation where there is a significant risk or probability that a serious hazard will result from the Member’s activity or behaviour and could have been prevented, reversed or avoided. Exceptional danger does not include risk or exposure to danger while attempting to save human life OR ‘extreme sports’.

**HOME COUNTRY:** A member’s Home Country is the country where the Member is living or working as determined by virtue of such Member’s passport or residence visa. The burden of proof lies with the Member to prove their Home Country in such format and to the extent required by the Trustee.

**INCAPACITATED / INCAPACITY:** Means a situation where the Trustees accept qualified medical evidence to the effect that such Member is and will continue to be medically incapable either physically or mentally as a result of injury, sickness, disease or disability of continuing the Member’s current occupation and as a result of such injury, sickness, disease or disability ceases to carry on that occupation and ‘incapacitated’ has a corresponding meaning.

**LEAVING SERVICE BENEFIT:** Means benefits payable to a Member in accordance with Rule 7 where the Member resigns or retires as a pilot from Emirates Airline or has their services as a pilot terminated by Emirates Airline for non-medical reasons.

**MEDICAL ASSESSMENT:** Includes but shall not be limited to any medical check-up, medical specialist, aviation medical examination or psychological assessment of the Trustee's choice as advised by the Medical Advisor.

**MEDICAL ADVISOR:** Shall mean Harvey Watt & Co, or such other firm as may be contracted to provide medical advisory services for and on behalf of the API Trust from time to time.

**MEMBER:** Means a person who has been accepted by the Trustee as a member of the API Trust.

**MEMBERSHIP:** Means membership of the API Trust.

**NOMINATED BENEFICIARY/IES:** Means in respect of a Member, any dependents and relations living (or en ventre sa mere at the Member's death and/or such persons or bodies) as the Member nominates as a possible recipient(s) of any benefit payable in the event of the Member's death. Benefits will only be issued to a Nominated Beneficiary at the discretion of the Trustee, and only in accordance with the Rules.

**NOMINATED RECIPIENT:** Means in respect of a Member, such person or persons nominated by the Member to the trustee to receive such benefits for and on behalf of the Member in the event of the Member's Incapacity. Where a Member is Incapacitated, benefits will only be issued to a Nominated Beneficiary upon receipt of a valid Power of Attorney or other valid legal document in the name of such Nominated Beneficiary.

**NORMAL RETIREMENT AGE:** Means the 65<sup>th</sup> birthday of the Member.

**NOTICE OF ENTITLEMENT:** Means a notice issued by the Trustees confirming a Member's entitlement to benefits from the API Trust.

**PRE-EXISTING CONDITION:** an illness, injury or condition for which the Member was diagnosed or treated, or received diagnostic or treatment services or was prescribed medication by a physician for a diagnosis or treatment for a specific medical condition if the condition presented itself or made itself known or came to be known following the member's date of joining as a pilot with Emirates Airline AND re-occurs or makes itself known or comes to be known or is diagnosed or treated or receives diagnostic or treatment services or for which is prescribed medication for that illness, injury or condition or a subsequent illness, injury or condition that is, in the opinion of the Medical Advisor, directly related to the initial illness, injury or condition within the first thirty-six (36) months immediately following the first day of the member's membership of the API Trust. However, this does not preclude the Member from claiming benefits for another, separate loss of income under the API Trust that is not related to the aforementioned pre-existing condition. (For reinstated Members, see Rule 4).

**PSYCHOLOGICAL, MENTAL OR NERVOUS DISORDERS:** Means any mental disorder, disturbance, dysfunction or syndrome, regardless of cause including biological or biochemical disorders or imbalances of the brain (though excluding stroke, trauma, viral infection, or Alzheimer's disease) or the presence or lack of physical symptoms. These disorders include, but are not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic-depressive illness, depression and depressive disorders, anxiety and anxiety disorders and / or other such conditions not listed above which are usually treated by a mental health provider using psychotherapy, psychotropic drugs or other similar methods of treatment. It does *not* include dementia caused by stroke, trauma, viral infection, or Alzheimer's disease.

**RULES:** shall mean the Rules of the API Trust as may be amended from time to time.

**SELF-REPORTED DISABILITIES:** Means a disability characterized by manifestations that are not verifiable or conclusive using tests or procedures accepted as standard medical practice OR are historically limiting to one's employment from an aviation regulatory point-of-view but are not limiting to a person's major life activities, such as performing strenuous physical tasks, walking, speaking, learning, eating or breathing OR include, but are not limited to, one or more of the following: chronic fatigue, any allergy or sensitivity to chemicals or the environment,

chronic pain conditions, obstructive sleep apnoea, insomnia, vertigo, dizziness, nausea, loss of consciousness, headache, pain, Medically Unexplained Physical Symptoms (MUPS), Meniere's Disease, Migraines, Idiopathic Generalized Epilepsy, Chronic Fatigue Syndrome, Fibromyalgia, Multiple Chemical Sensitivity Syndrome, Systemic Exertion Intolerance Disease (SEID), fatigue, loss of energy, stiffness, soreness, ringing in the ears, numbness, itching, sudden or rapid or unexplained loss of hearing, sudden or rapid or unexplained loss of visual acuity, color perception or eye-'floaters' without an underlying cause.

**THIRD PARTY INSURER:** means the Third-Party Insurer with whom the Management Company holds a policy to provide services in accordance with Rule 6 hereof, or such other firm as may be contracted to provide underwriting services for and on behalf of the API Trust from time to time either by the Trustee or via the Management Company as the case may be.

**TRUSTEE:** Means Sovereign Trust (Guernsey) Limited, a company incorporated in Guernsey, and whose registered office at Suite B, St. Peter Port House, Sausmarez Street, St. Peter Port, Guernsey GY1 2PU, acting in its capacity as trustee of the API Trust. The Trustee is regulated by the Guernsey Financial Services Commission (the "**GFSC**").

**TRUST DEED:** Means the declaration of Trust executed on 2<sup>nd</sup> April 2015, as may be amended from time to time.

**TRUST FUND:** shall mean the combined, accrued contributions paid by the Members in accordance with the Rules which are held and administered by the Trustee in accordance with the Trust Deed.

**VALID CLASS 1 MEDICAL CERTIFICATE:** Means a Class 1 Medical Certificate issued by an aviation regulatory agency that was not obtained through fraud, misstatement or concealment to either obtain payment of benefits or to obtain medical certification and currently allows the Member to fulfil the duties associated with the class of the certificate and has not been rendered suspended, revoked or invalid either orally or in writing.



**17 CONTACT US**

Any correspondence or queries regarding the API Trust or any documentation or claims for benefits should be sent via email to: [support@aircrewprotection.org](mailto:support@aircrewprotection.org)

**18 DISPUTES**

These Rules and the interpretation thereof, and the administration of the API Trust (including any governing documentation) shall be solely governed by the laws of Guernsey, and any disputes arising therefrom shall be subject to the exclusive jurisdiction of the competent courts of Guernsey.

**APPENDIX 1 - ADDITIONAL RULES**

**(FOR MEMBERS EMPLOYED BY OTHER AIR CARRIERS FOLLOWING RESIGNATION FROM EMIRATES)**

**The following additional sections of the Rules shall apply solely to members who have resigned or retired from Emirates Airline or such other applicable Air Carrier and desire to maintain their membership of the API Trust.**

In such instances, it is agreed that the following rules shall be read and construed as additional Rules under the corresponding Rule.

**2. ELIGIBILITY AND MEMBERSHIP (continued)**

2.5 If a Member submits notification of their resignation or intention to resign as an Emirates pilot (See Rule 10.1.2) AND is a current member of the API Trust AND has maintained three (3) years of uninterrupted contributions to the API Trust (and / or the Loss of Income Protection Scheme (LIPS)) as of the final day of service as an Emirates pilot, the Member may request to continue membership with the API Trust after the last day of service as an Emirates pilot.

2.6 In order to continue Membership, the Member must produce the following documentation to the API Trust within the last ninety (90) days prior to their final day of service at Emirates Airline:

2.6.1 A valid FAA Class I Medical Certificate issued by an Aviation Medical Examiner of the United States Federal Aviation Administration, regardless of the member's future employment plans.

2.6.2 A valid Class I Medical Certificate issued by the GCAA regardless of the member's future employment plans.

2.6.3 A completed, signed copy of the Acceptance of Terms (Emirates) attached hereto at Exhibit A.

2.7 **Suspension of Membership – leaving Emirates:** The Member's membership of the API Trust will be immediately suspended from the date the Member submits notification to Emirates Airline of their resignation or intention to resign as an Emirates pilot.

2.7.1 As the Member is continuing with the API Trust the Member will not be paid the Leaving Service Benefit until such time as the member:

2.7.1.1 terminates their Membership with API; or

2.7.1.2 reaches the age of sixty-five (65).

2.8 **Resumption of Membership - leaving Emirates:** Provided that the Member's contributions have continued uninterrupted from the date such Member submitted notification to Emirates Airline of their resignation or intention to resign as a pilot, Membership will be immediately resumed on the date the following documentation is received by the Trustee:

2.8.1 A valid Class I Medical Certificate issued by the aviation regulator of the Air Carrier where the Member is now employed.

2.8.2 A signed letter of employment issued by the Air Carrier where the Member is employed stating that the member is employed as a pilot for that Air Carrier.

## RULES OF AIRCREW PROTECTION INTERNATIONAL

- 2.8.3 A certified copy of the Member's employment / residence visa issued by the controlling authority in the country where the member is employed as a pilot for an Air Carrier if the member is not a citizen / subject / national of that country where the Member is employed as a pilot for an Air Carrier.

In the event the Member assumes employment with another Air Carrier after their resignation / retirement from Emirates Airline, such Member will not be entitled to an LSB beyond that which was paid when they resigned / retired from Emirates Airline.

- 2.9 Members shall notify the API Trust in writing when they submit notification to the Air Carrier of their resignation or intention to resign or termination as a pilot for the Air Carrier using the form of the attached hereto as Exhibit B.
- 2.10 **Suspension of Membership – other Air Carrier:** The Member's Membership of the API Trust will be immediately suspended from the date the Member submits notification to the Air Carrier of their resignation or intention to resign or is terminated as a pilot for the Air Carrier.
- 2.11 **Resumption of Membership– other Air Carrier:** Provided that the member's contributions have continued uninterrupted, Membership will be immediately resumed on the date the following documentation is received by the Trustee:
- 2.11.1 A valid Class I Medical Certificate issued by the aviation regulator of the Air Carrier where the member is now employed.
- 2.11.2 A signed letter of employment issued by the Air Carrier where the Member is now employed stating that the Member is employed as a pilot for that Air Carrier.
- 2.11.3 A certified copy of the member's employment / residence visa issued by the controlling authority in the country where the member is employed as a pilot for an Air Carrier if the Member is not a citizen / subject / national of that country where the Member is employed as a pilot for an Air Carrier.
- 2.11.4 A completed, signed copy of the Acceptance of Terms – leaving other Air Carrier attached hereto at Exhibit B.
- 2.12 Resumed Membership will continue until the Member:
- 2.12.1 Terminates his/ her membership of the API Trust; or
- 2.12.2 reaches the age of sixty-five (65); or
- 2.12.3 fails to pay a contribution; or
- 2.12.4 submits notification to the Air Carrier of their resignation or intention to resign as a pilot for that Air Carrier. Resigning as a pilot for an Air Carrier does not, in and of itself, indicate termination of membership of the API Trust. During any period of not being employed as a pilot for an Air Carrier the member's membership of the API Trust shall be suspended.
- 2.13 For Contributions see Rule 3.6 to 3.10 of Appendix1.

## RULES OF AIRCREW PROTECTION INTERNATIONAL

2.14 For Reinstatement see Rule 4.

2.15 For Notification requirements see Rule 5.16 to 5.17 of Appendix 1.

2.16 For Disability Benefits description see Rule 6.9 of Appendix 1.

2.17 For third-party life cover provided independently of the API Trust see Clause 1.6 of Appendix 3 hereto.

**3. CONTRIBUTIONS TO THE API TRUST (continued)**

- 3.6 Each Member shall contribute to the API Trust in such amount as may be determined by the Trustee from time to time.
- 3.7 The member must be up to date in their contributions to the API Trust AND have maintained three (3) years of uninterrupted contributions to the API Trust (and / or the Loss of Income Protection Scheme (LIPS)) up to the date of the final day of service as an Emirates pilot.
- 3.8 If the member's current contribution is forecast to end on or before their final day of service as a pilot at Emirates Airline the member must make a payment that is received by the API Trust before their final day of service as a pilot at Emirates Airline.
- 3.9 If the payment referred to in 3.8 is not received before a Member's final day of service as a pilot at Emirates Airline:
- 3.9.1 the member is ineligible to maintain Membership with the API Trust after resigning as a pilot from Emirates Airline.
  - 3.9.2 Membership is terminated in accordance with Rule 10.
  - 3.9.3 the Member will be paid Leaving Service Benefit.
- 3.10 When a Member fails to pay their contribution, the member will be notified via email, registered mail or telephone that they have thirty (30) days grace period in which to remedy the delinquent payment. If payment has not been received following thirty (30) days grace period their Membership is terminated in accordance with Rule 10.

**5. NOTIFICATIONS AND ELIGIBILITY FOR BENEFITS (continued)**

- 5.16. Members shall notify the API Trust in writing of their intention to terminate their Membership of the API Trust or upon reaching their sixty-fifth (65<sup>th</sup>) birthday, failing which their membership shall be deemed to have been automatically terminated, and:
- 5.16.1 membership in, benefits provided under the API Trust (except as previously approved in a Notice of Entitlement), and contributions to the API Trust end on the date the notice of resignation from API is received.
  - 5.16.2 The member will be instructed to discontinue payments.
  - 5.16.4 Any excess contribution amount will be refunded.
- 5.17 Members (or their Nominated Recipient) shall notify the API Trust in writing within thirty (30) days following written or verbal notification by the Aviation Regulator or Air Carrier that pilot services are suspended for medical reasons or following the death or total incapacitation of the member. As soon as reasonably practicable thereafter:
- 5.17.1 A member or Nominated Recipient intending to submit a claim for Disability benefits under the API Trust shall submit written notification to the Trustee. This notification shall include the following documentation and no claim will be processed without the following documents.
    - 5.17.1.1 medical evidence of permanent disability as determined by the Aviation Regulator or the Air Carrier where such Member is employed;
    - 5.17.1.2 evidence of termination of pilot services for medical reasons by the Aviation Regulator or the Air Carrier where such Member is employed;
    - 5.17.1.3 evidence from an Aviation Medical Examiner of the United States Federal Aviation Administration that the member cannot hold a valid Class I Medical Certificate. For further clarification see Rule 7.9.1.6 (below).
    - 5.17.1.4 in the event of incapacitation, a valid Power of Attorney or other valid legal documentation appointing the Nominated Recipient along with a certified copy of the Nominated Recipient's passport;

**6 DISABILITY BENEFITS – THIRD PARTY INSURER (continued)**

- 6.8 Members are required to apply to the Third-Party Insurer in accordance with their terms and conditions. The Third-Party Insurer will collect the contributions on behalf of the Trustee. The Third Party Insurer will then deduct the insurance premium from the contributions and transfer the net amount to the Trustee.
- 6.9 If a Member is deemed eligible for disability benefits in accordance with the terms and conditions of the Third-Party Insurer, the Third-Party Insurer will pay the member each month for up to sixty (60) months, following a twelve (12) month waiting period.
- 6.10 The Member will simultaneously submit a claim for benefits to the Trustee. Such claim will not be processed until a determination is made by the Third-Party Insurer regarding the Members eligibility for benefits.
- 6.10.1 prior to a determination by the Third-Party Insurer that a Member is or is not eligible for third-party disability benefits the Member will not receive Benefit payments from the API Trust.
- 6.10.2 while receiving benefits from the Third-Party Insurer the Member will not receive Benefit payments from the API Trust.
- 6.10.3 While receiving benefits from the Third-Party Insurer the Member will be required to continue their contributions to the API Trust.
- 6.11 Ninety days before payment of benefits by the Third-Party Insurer is due to end (the “**Third Party Benefits Termination Date**”), or if the Third-Party Insurer determines that the Member is not eligible for benefits in accordance with their terms and conditions, the Member shall notify the Trustee that he or she wishes for her original claim to the Trustee to be evaluated. Thereafter:
- 6.11.1 The Trustee will evaluate and determine the claim in accordance with the Rule 7 (below).
- 6.12 The Trustee shall have absolute discretion to continue or discontinue benefit payments to the member following the Third-Party Benefits Termination Date and shall not be bound by the previous decision of the third-party insurer.



**7. DISABILITY BENEFITS – API TRUST (continued)**

7.9 Following receipt of all documentation set forth in Rule 5 and, when, necessary the receipt of the medical opinion obtained subject to Rule 5.3, where a Disability is determined the Trustee may issue a Notice of Entitlement to the Member or their Nominated Recipient (where applicable), outlining the following benefits due in respect of such Member:

7.9.1 \$5,000 (USD) per month and is payable until the member reaches the ages of sixty-five (65) birthday with the following exclusions:

7.9.1.1 Members who have continued their Membership of the API Trust after their final day of service as an Emirates pilot may not claim benefits for Self-Reported Disabilities (as defined in Rule 11).

7.9.1.2 Members who have continued their Membership of the API Trust after their final day of service as an Emirates pilot may not claim benefits for Psychological, Mental or Nervous Disorders (as defined in Rule 11).

7.9.1.3 Due to vast regulatory requirements between different Aviation Regulators, a member who has continued their Membership of the API Trust after their final day of service as an Emirates pilot will be required to submit himself / herself to an Aviation Medical Examiner of the United States Federal Aviation Administration for examination.

7.9.1.4 The selection of the Aviation Medical Examiner of the United States Federal Aviation Administration will be relayed to the member by the Trustee following consultation with the medical advisory service contracted by the Trustee. Every attempt shall be made not to cause undue harm or financial strain to the Member and every effort shall be made by the Trustee to ensure the Examiner is located locally to the Member.

7.9.1.5 If, as a result of such Aviation Medical Examination, the member is issued or re-issued a valid FAA Class I Medical Certificate, the Member is not considered disabled and is not eligible to file a claim and is not eligible for benefits consideration except as noted in 7.9.1.6. The member may avail himself of Rules 2.9 to 2.14 with another Air Carrier.

7.9.1.6 In the event a Member is terminated by an Air Carrier for a Disability for which a valid FAA Class I Medical Certificate *could* be issued but is disabling by the regulator in the Member's Home Country the medical advisory service contracted by the Trustee will liaise with the regulator in the Member's Home Country. If it is determined that the Disability is, in fact disabling in the member's Home Country the member will be eligible to file a claim for Disability benefits. In such a case the burden of proof lies with the member to prove their eligibility for benefits upon request and in such form as required by the Trustee; such evidence shall include but not be limited to the Member submitting their passport for review to verify that the member is currently living in the same Home Country where the Disability is considered disabling by the Home Country regulator.

7.9.2 The payment eligibility date is the date the claim is approved by the Trustee.

**EXHIBIT A TO APPENDIX 1  
(ACCEPTANCE OF TERMS – LEAVING EMIRATES)**

**ACCEPTANCE OF TERMS:**

I, \_\_\_\_\_, a pilot at Emirates Airline with staff number \_\_\_\_\_ have submitted my resignation of my pilot services to Emirates Airline but request to remain a member of the API Trust after my last day of service as an Emirates pilot.

I understand that I must continue my monthly payments and that if my cover lapses due my failure to pay in accordance with Rule 3.9 of the Appendix my membership in the API Trust will be terminated, I cannot be reinstated and I am not eligible for any benefit under the API Trust.

I understand that my API Trust membership is suspended from the date I submitted my resignation to Emirates Airline and will remain suspended until I comply with Rule 2.8 of the Appendix 1 of the API Rules.

I understand that if I submit my resignation or intention to resign or am terminated by the Air Carrier at which I am employed, my API Trust membership is suspended until I comply with Rule 2.8 of Appendix 1 of the API Rules.

I accept that due to various employment rules at different Air Carriers it is my burden to prove I was employed by an Air Carrier in the event a claim for Disability benefits is filed with the API Trust. This burden may be satisfied by appropriate documentation from the Air Carrier or, if my service was through a third-party contractor, documentation from that contractor.

SIGN \_\_\_\_\_ / DATE \_\_\_\_\_

**EXHIBIT B TO APPENDIX 1  
(ACCEPTANCE OF TERMS LEAVING ANOTHER AIR CARRIER)**

**ACCEPTANCE OF TERMS:**

I, \_\_\_\_\_, a pilot at \_\_\_\_\_ Airline with staff number \_\_\_\_\_ have submitted my resignation of my pilot services to \_\_\_\_\_ but request to remain a member of the API Trust after my last day of service as a pilot with \_\_\_\_\_.

I understand that I must continue my monthly payments and that if my cover lapses due my failure to pay in accordance with Rule 3.9 of the Appendix my membership in the API Trust will be terminated, I cannot be reinstated and I am not eligible for any benefit under the API Trust.

I understand that my API Trust membership is suspended from the date I submitted my resignation to \_\_\_\_\_ and will remain suspended until I comply with Rule 2.11 of Appendix 1 of the API Trust Rules.

I understand that if I submit my resignation or intention to resign or am terminated by the Air Carrier at which I am employed, my API Trust membership is suspended until I comply with Rule 2.11 of the Appendix 1 of the API Rules.

I accept that due to various employment rules at different Air Carriers it is my burden to prove I was employed by an Air Carrier in the event a claim for Disability benefits is filed with the API Trust. This burden may be satisfied by appropriate documentation from the Air Carrier or, if my service was through a third-party contractor, documentation from that contractor.

SIGN \_\_\_\_\_ / DATE \_\_\_\_\_

**APPENDIX 2 - APPEALS PROCESS**

**1. PURPOSE OF THE APPEAL PROCESS**

- 1.1. The API Trust hopes that any disputes, if they arise, can be resolved with as little inconvenience and delay as possible. To that end, this Appendix 2 provides a procedure whereby a Member may appeal an Initial Benefit Determination.

**2. THE INITIAL BENEFIT DETERMINATION**

- 2.1. The Initial Benefit Determination is made entirely at the discretion of the Trustee and is based upon the guidance contained in the recommendation of the Medical Advisor (the “**Recommendation**”) and the Rules, and shall be consistent with the applicable laws of the Island of Guernsey (“**Guernsey Law**”) and the regulations set forth by the Guernsey Financial Services Commission (the “**GFSC Regulation(s)**”).
- 2.2. When deliberating how to implement the Recommendation, the Trustee shall give full consideration to any conflicts between the Recommendation and Guernsey Law, the GFSC Regulations, and the Trust Deed and Rules, all of which govern how the Trustee administers the API Trust. In the event of a conflict between the Recommendation and any Guernsey Law, GFSC Regulation or API Plan Rule, the relevant Guernsey Law, GFSC Regulation or Rule shall govern.
- 2.3. In carrying out its respective responsibilities, the Trustee shall have the sole discretion to interpret the Trust Deed and Rules and to determine the eligibility for any benefits under the API Trust.
- 2.4. The Trustee has sole discretion to interpret the Rules in deciding whether to allow any appeal, determining the outcome of any appeal, and make all benefit determinations.
- 2.5. Any interpretation or determination made pursuant to the discretionary authority of the Trustee shall be given full force and effect except as set forth to the contrary herein.
- 2.6. For the avoidance of doubt benefits under the API Trust shall only be payable if the Trustee, in its sole discretion, decides that the Member is entitled to them.

**3. SUBMISSION OF APPEAL.**

**3.1. Timeline:**

- 3.1.1. If a Member wishes to dispute an Initial Benefit Determination, he or she must initiate a request for appeal within 90-calendar days after receiving their Notice of Entitlement or notice that the claim has been denied. All requests should be submitted using the following email address: [support@aircrewprotection.org](mailto:support@aircrewprotection.org). Any request received after this 90-calendar day filing period will be denied.

**3.2. Evidence:**

- 3.2.1. The revocation of a Class I Medical Certificate by the Aviation Regulator is made by an autonomous regulator and is based upon the Medical Certificate Revocation Documents.
- 3.2.2. It is outside the control and authority of the API Trust and the Trustee.
- 3.2.3. The Recommendation, which the Trustee considers in making its Initial Benefit Determination, is also made on the basis of the Medical Certificate Revocation Documents and any reports or correspondence furnished to the Medical Advisor by the review board of the Aviation Regulator pursuant to their review (where applicable).

- 3.2.4. In support of any appeal, a Member may submit additional evidence, provided that any evidence presented by the Member must be received within the 90 calendar day filing period referenced in section 3.1 above and must pre-date the Revocation Date.
- 3.2.5. Any evidence which post-dates the Revocation Date would not have been considered by the Aviation Regulator and, therefore, cannot be considered by the Trustee's Medical Advisor or the Trustee.

**4. THE APPEALS PROCESS – STAGE 1 – TRUSTEE RE-EVALUATION.**

- 4.1. Where a Member wishes to appeal an Initial Benefit Determination, he or she may do so by requesting the Trustee to exercise its discretion to conduct a re-evaluation of the Member's claim in the first instance.
- 4.2. The Trustee will only conduct a re-evaluation based upon the provision by the Member of new evidence (as described in 3.2 above), and only if the Trustee, in its sole discretion, decides on the balance of the evidence provided it is necessary to do so.
- 4.3. In conducting its reassessment, the Trustee may seek guidance or clarification from the Medical Adviser, the Management Company and any appointed Service Providers and any attorneys contracted by the API Trust where applicable (the **Appeal Tribunal**).
- 4.4. The Appeal Tribunal shall conduct a review of the Initial Benefit Determination, and such review shall be based on evidence the Member provides as noted in Section 3.2; the evidence may or may not be of a medical nature and is wholly at the discretion of the Member to provide.
- 4.5. During the Review:
  - 4.5.1. No deference will be given to the Initial Benefit Determination; and
  - 4.5.2. The Appeal Tribunal shall have the discretion to interpret the API Trust.
- 4.6. When the review is complete, the Trustee shall, in its sole discretion, make a decision regarding the outcome of the review, will notify the Member of its decision and may, if so required, issue a revised Notice of Entitlement.
- 4.7. If the appeal is denied, in whole or in part, the Member will be informed of the specific reason(s) for the denial and a reference to the specific API Trust Rule or point of law or decision point on which the decision is based.
- 4.8. If the Member does not agree with the outcome of the review, the Member may request a review under Stage 2 of this process. In such instances, the Trustee shall have the sole discretion to allow or deny such appeal.

**5. THE APPEALS PROCESS – STAGE 2 – AEROMEDICAL ADVISORS ASSESSMENT.**

- 5.1. The Member shall, at his or her own cost, choose an Aeromedical Advisor and notify the Trustee of the details of the chosen Aeromedical Advisor in writing.
- 5.2. The Trustee shall choose an Aeromedical Advisor and notify the Member of the details of the chosen Aeromedical Advisor in writing.
- 5.3. Both Aeromedical Advisors shall form a panel and review:
  - 5.3.1. the Member's records;
  - 5.3.2. Medical Certificate Revocation Documents;

- 5.3.3. the findings of the medical panel of the Aviation Regulator (as applicable);
- 5.3.4. the Rules of the API Trust; and
- 5.3.5. if necessary, examine the Member.

The Aeromedical Advisors may consult with licensed, board-certified medical specialists trained in the medical field in question if they encounter queries or specific medical or technical terms beyond the scope of their usual expertise.

- 5.4. Each Aeromedical Adviser shall draft a report of their assessments, following which they will arrange a mutually convenient time to discuss their respective reports and produce a joint report containing their joint and/or respective recommendations.
- 5.5. If the two Aeromedical Advisors come to an agreement:
  - 5.5.1. they will send the joint report to the Member and to the Trustee;
  - 5.5.2. the Trustee will consider the joint report and use its discretion to decide the outcome of the appeal;
  - 5.5.3. the Trustee will notify the Member of its decision; and
  - 5.5.4. if so required, issue an amended or new Notice of Entitlement.

## **6. THE APPEALS PROCESS – STAGE 3 – AEROMEDICAL ARBITRATOR ASSESMENT**

- 6.1. If the two Aeromedical Advisors are unable to agree, they will mutually agree upon a suitably qualified Aeromedical Arbitrator.
- 6.2. The Member and the Trustee shall execute any agreements as may be necessary to implement the arbitration process.
- 6.3. The Aeromedical Arbitrator will examine:
  - 6.3.1. the joint and individual reports of the Aeromedical Advisors;
  - 6.3.2. all Medical Certificate Revocation Documents;
  - 6.3.3. the findings of the medical panel of the Aviation Regulator (as applicable);
  - 6.3.4. the Rules of the API Trust;
  - 6.3.5. any other relevant information pertinent to the claim, including the reports submitted by the two Aeromedical Advisors; and
  - 6.3.6. if necessary, shall examine the Member.
- 6.4. The Aeromedical Arbitrator may also, if necessary, meet with the two Aeromedical Advisors at a mutually acceptable time and place to formulate their final opinion regarding the Member's Disability and compliance with the benefit conditions and eligibility under the Rules. This meeting may be held by means of a remote electronic communication system, including video or telephone conferencing technology or the Internet, or any combination.
- 6.5. The Aeromedical Arbitrator may also consult with licensed, board-certified medical specialists trained in the medical field in question if they encounter queries or specific medical or technical terms beyond the scope of their usual expertise.

- 6.6. The Aeromedical Arbitrator may also consult with the Trustee if they require clarification regarding the wording of the Rules.
- 6.7. Following a thorough assessment, the Aeromedical Arbitrator shall submit the final opinion in writing to the Member and to the Trustee.
- 6.8. The Member and the Trustee shall be bound by and shall implement such final opinion of the Aeromedical Arbitrator, and if required the Trustee shall issue a revised Notice of Entitlement.
- 6.9. **Aeromedical Arbitrator Compensation:** When the Aeromedical Advisors select an Aeromedical Arbitrator, the Aeromedical Arbitrator will submit an estimate of the fees of such evaluation to the Member and to the Trustee prior to any information being disclosed to them. Thereafter:
  - 6.9.1. Trustee, for and on behalf of the API Trust and the Member will each post with an escrow agent nominated by the Trustee, an amount equal to half (1/2) of the Aeromedical Arbitrator's fee.
  - 6.9.2. If the final opinion of the Aeromedical Arbitrator is in favour of the Member, the Trustee shall pay from the API Trust fund the total cost of both Aeromedical Advisors and the Aeromedical Arbitrator's fee and the Member's portion of the funds in escrow will be released back to the Member.
  - 6.9.3. If the final opinion is in favour of the Trustee, the Trustee shall pay half (1/2) of the cost of the Aeromedical Arbitrator from the API Trust Fund. The Member will pay half (1/2) the cost of the Aeromedical Arbitrator; the total cost of the Aeromedical Arbitrator will be paid from the funds placed in escrow. The Trustee or the Member may request additional time to post funds in escrow but in no event, such funds shall be posted no later than 30 days from the date notified and no final opinion will be given by the Aeromedical Arbitrator until such funds have been placed in escrow.

## 7. THE RULES OF THE API TRUST AND MEMBER ACCEPTANCE.

- 7.1. The current version of the Rules posted on the API website (as may be amended from time to time) shall be the valid controlling version. By virtue of the Member applying to become a member of API, the Member accepts and acknowledges that the Rules shall govern any decision regarding benefits.
- 7.2. This appeal process is a part of the Rules.
- 7.3. In accepting the Rules, the Member agrees that the decision of the Trustee (or the Aeromedical Advisors or Aeromedical Arbitrator (where applicable)) reached as a result of the appeal process detailed herein with regard to such Member's claim shall be final and binding, and the Member shall have no right to contest such decision(s) except as set forth below. The Member further acknowledges and agrees that the appeal process described herein is the sole and exclusive recourse for any and all controversies or claims arising out of or in connection with the API Trust and the Member expressly waives their right to file court actions disputing the decision of the appeal process except to enforce the appeal process and/or its legally binding decision except as set forth below.

## 8. APPEALING THE DECISION OF THE TRUSTEE FOLLOWING THE APPEAL PROCESS ALLOWED IN CERTAIN CIRCUMSTANCES.

- 8.1. In the event the Member is not satisfied with the decision of the Trustee, they may contest the decision before a competent court of Guernsey, based solely on the following grounds:
  - 8.1.1. The Aeromedical Arbitrator failed to address the relevant **Medical Certificate Revocation Documents and / or** other relevant information pertinent to the claim, including the reports submitted by the two Aeromedical Advisors in reaching their decision. For clarity, in *addressing* the relevant **Medical Certificate Revocation Documents** and / or any other relevant information pertinent to the claim, the Aeromedical Arbitrator fulfills the obligation by *considering* the same regardless of the final opinion forwarded to the Trustee; or

8.1.2. There was a misapplication of relevant law or procedure by the Trustee *and* it can be demonstrated that the decision of the Trustee was arbitrary, capricious or failed to address the final opinion of the Aeromedical Arbitrator.

**9. DEFINITIONS:**

- 9.1. **Aeromedical Advisor** means a physician who is a licensed specialist, certified in aviation or aerospace medicine. The Member and API Trust may each select an Aeromedical Advisor.
- 9.2. **Aeromedical Arbitrator** means an independent physician who is a licensed specialist, certified in aviation or aerospace medicine and suitably qualified in aeronautical and medical arbitration, whose selection is mutually agreed upon by the Aeromedical Advisors.
- 9.3. **Air Carrier** shall have the meaning prescribed to it in the API Plan Rules.
- 9.4. **API Plan Rules** means the current version of the rules of the API Plan posted on the API website, as may be amended from time to time (each individual provision a “**Rule**”). For the avoidance of doubt the current version of the Rules shall be as defined in Rules 11.2-11.4 of the Rules.
- 9.5. **Aviation Regulator** shall have the meaning prescribed to it in the Rules.
- 9.6. **Initial Benefit Determination** means the decision of the Trustee contained in a Notice of Entitlement to deny benefits to any one member or to award any Member a reduced benefit entitlement. Such Initial Benefit Determination is based upon the recommendation of the Medical Advisor, the Rules, and shall be consistent with the applicable laws of the Island of Guernsey and the regulations set forth by the Guernsey Financial Services Commission.
- 9.7. **Medical Certificate Revocation Documents** means the medical documents and interviews submitted by the appropriate Air Carrier and medical service provider(s) contracted by the Aviation Regulator.
- 9.8. **Notice of Entitlement** shall have the meaning prescribed to it in the Rules.
- 9.9. **Revocation Date** means the date of the revocation of the Class I Medical Certificate by Aviation Regulator.
- 9.10. **Trustee** shall have the meaning prescribed to it in the Rules.
- 9.11. **Medical Advisor** shall have the meaning prescribed to it in the API Plan Rules.



**APPENDIX 3 - OPTIONAL BENEFITS**

The following benefits are available via the management company independently of the Trustee.

For the avoidance of doubt the following benefits do not form part of the API Trust

**1. LEGAL COVER**

- 1.1. The Management Company provides an optional policy of legal cover to Members of the API Trust, independently of the API Trust.
- 1.2. Members are covered by the policy for up to \$50,000 USD for legal costs related to actions taken by third-parties (except the employer, Emirates Airline) against the Member as a result of flight duties while the Member is in a flight duty status and operating, augmenting or positioning an Emirates Airline aircraft and is subject to local laws of the respective jurisdiction.