

Aviation Personal Accident (Crew Member) Insurance Policy

(For Pilots, Navigators, Aircraft Flight Engineers, Aircraft Flight Technicians & other Crew Members)

In consideration of the Insured(as stated in the schedule) having paid the premium for the period stated in the Schedule or for any further period for which Universal Sampo General Insurance Company Limited (hereinafter called "The Company") may accept the payment for renewal of this Policy, the Company undertakes that in the event of accidental bodily injury sustained by the Insured Person (s) during the Policy Period, they will make payment to the Insured or their legal representative/nominee as per the Table of Benefits set forth in the Policy provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by them have been met.

This Policy is an evidence of the contract between the Insured and the Company. The information furnished by the Insured in the Proposal Form and the declaration signed by them forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

DEFINITION

- 1. Insured :** The person (s) named as Insured in the Schedule
- 2. Company :** Universal Sampo General Insurance Company Limited
- 3. Proposal:** The application form the Insured signs for this insurance and/or any other information they give to the Company or which is given to them on behalf of the Insured.
- 4. Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
- 5. Schedule:** It provides details of the insured person(s), for whom the cover is in force and the level of cover Insured Person(s) have.
- 6. Capital Sum Insured:** It means the monetary amounts shown against insured person(s) which is the maximum limit of Company's liability against said Insured person.
- 7. Accident:** Accident or Accidental means a sudden, unintended and fortuitous external and visible event.
- 8. Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
- 9. Insured Person:** The person(s) named as insured person in the Schedule which may include him, his employee(s), spouse, dependent children and dependant parents
- 10. Bodily Injury:** It means accidental physical bodily injury solely and directly caused by external, violent visible cause.

- 11. Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely prevents the Insured person from engaging in any kind of occupation.
- 12. Temporary Total Disablement:** The bodily injury that prevents the Insured person from engaging in his occupation for a period not exceeding 104 weeks since the date of injury to the time he is fit enough to resume his occupation as certified by Medical Professional.
- 13. Permanent Partial Disability:** The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.
- 14. Medical Practitioner:** Person holding a Medical degree of a recognised institution registered by Medical Council of respective State of India.

COVERAGES:

The Company will indemnify the Insured for a claim arising out of bodily injury resulting in the death or disablement caused to the Insured person in an accident as per the Table of Benefits.

The scope of cover shall depend on the benefit (as given below) selected by the Insured and as described in the Schedule.

- (A) Basic Cover- Death only.
 (B) Wider Cover-Death +Permanent Total Disability +Permanent Partial Disability.
 (C) Comprehensive Cover-Death +Permanent Total Disability +Permanent Partial Disability+ Temporary Total Disability.

The Company shall pay to the Insured person or his/her legal personal representative/ assignee the compensation set forth in Table of Benefits(as percentage of Capital Sum Insured)

TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Accidental Death	100
2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute disablement as certified by Medical Practitioner.	100

3. Permanent	Partial Disability
a) Loss of sight of one eye	50
b) Loss of one limb	50
c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe lost each	1
g) Loss of hearing – both ears	50
h) Loss of hearing – one ear	15
i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40
k) Loss of four fingers	35
l) Loss of thumb-both phalanges	25
m) Loss of thumb-one phalanx	10
n) Loss of index finger	
i) Three phalanges	10
ii) Two phalanges	8
iii) One phalanx	4
o) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
p) Loss of ring finger	
i) Three phalanges	5
ii) Two phalanges	4
iii) One phalanx	2
q) Loss of little finger	
i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
r) Loss of Metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
s) Any other Permanent Partial Disablement	% as assessed by Medical Practitioner appointed by the Company.
4. Temporary Total Disablement benefit at the rate per week	1% of C.S.I or Rs10,000 whichever is lower for 104 weeks max.,.

EXCLUSIONS:

The Company shall not be liable under this Policy for:

- i) Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.
- ii) Any other payment after a claim under one of the benefits 1,2,3 and 4 in Table of Benefits has been admitted and becomes payable.
- iii) Any payment in case of more than one claim under this Policy during any one Period of Insurance by which the liability of the Company in that period would exceed CSI.
- iv) Payment of compensation in respect of injury as a consequence of/resulting from
 - a) Committing or attempting suicide, intentional self-injury.
 - b) Whilst under influence of intoxicating liquor or drugs.
 - c) Drug addiction or alcoholism.
 - d) Aerobatics.
 - e) Experimental flying.
 - f) Racing or rallies.
 - g) Record attempts.
 - h) Speed trials.
 - i) Hunting, shooting or herding.
 - j) Any other form of flying which involves abnormal flying.
 - k) Whilst engaged in any adventurous sports.
 - l) Committing any breach of law with criminal intent.
 - a. War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny or usurped power, seizure ,capture, arrest ,restraint or detainment, confiscation, or nationalization or requisition by or under the order of any government or public authority.
- v) Consequential loss of any kind and/or any legal liability.
- vi) Pregnancy including child birth, miscarriage, abortion or complication arising there from.
- vii) Participation in any naval ,military or air force operations.
- viii) Curative treatments or interventions.
- ix) Venereal or sexually transmitted diseases.

- x) HIV and /or related risks.

GENERAL CONDITIONS

1. Notice:

Every notice and communication to the Company, required by this Policy shall be in writing. Initial notification can be made by telephone

2. Mis-description:

This Policy shall be void and premium paid shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material facts by the Insured.

Non-disclosure shall include failure on the part of the Insured to intimate the Company in writing and obtaining written approval from them in respect of Changes in Circumstances arising out of changes in the duty, business, occupation of the Insured person(s).

3. Claim Procedure

A) Upon happening of any accident and/or injury which may give rise to a claim under this Policy

- The Insured shall give the Company a notice to their call centre immediately and also intimate in writing to the Company's Policy issuing office. In case of death, written notice also of death must, unless reasonable cause is shown, be given before interment/cremation and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation.
- All certificates, information and evidence from a Medical Practitioner or otherwise required by the Company shall be provided by the Insured.

B) On receipt of intimation from the Insured regarding a claim under the policy, the Company is entitled to:

- to carry out examination and ascertain details and in the event of death get the post-mortem examination done in respect of deceased person.

3. Fraud

All benefit under this Policy shall be forfeited and the Policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by the Insured or anyone acting on behalf of the Insured to obtain any benefit under this Policy.

5. Cancellation

The Company may cancel this Policy by sending 15 days notice in writing by recorded delivery to the Insured at their last known address. Insured will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which the Company is liable to pay on demand.

The Insured may cancel this Policy by sending a written notice to the Company. Retention premium for the period they were on risk will be calculated based on following short period table and the balance will be refunded to the Insured subject to the condition that no claim has been preferred on the Company:

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

6. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

7. Disclaimer Clause

In case of any claim under the Policy which is not admitted by the Company and such claim shall not have been made subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

8. Jurisdiction

The geographical scope of this Policy will be **WORLD WIDE**, however the claims shall be settled in India in Indian rupees. The provisions of this Policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

9. Observation

Due observation and fulfillment of the terms and conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability being entertained by the Company to make any payment under this Policy.

10. Insurance Ombudsman

The Company shall endeavour to promptly and effectively address the grievances of the Insured. In the event he is dissatisfied with the resolution of his grievance or complaint, He may approach the Insurance Ombudsman located nearest to the Insured. Details of the offices across the Country are made available on the company's website or write to contactus@universalsompo.com

Office Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman,	Gujarat, Dadra & Nagar Haveli,

<p>Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Daman and Diu.</p>
<p>BENGALURU - Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>CHENNAI -</p>	<p>Tamil Nadu,</p>

<p>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,</p> <p>CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry).</p>
<p>DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi &</p> <p>Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI - Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR - Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman,</p>	<p>Kerala, Lakshadweep,</p>

<p>2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW -Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh :</p> <p>Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI - Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>

<p>69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	
<p>NOIDA - Shri Chandra Shekhar Prasad</p> <p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh:</p> <p>Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Shri N. K. Singh</p> <p>Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Vinay Sah</p> <p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>
