

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

**Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
Andheri (West), Mumbai – 400 058**

**Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
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Tel: 0091 22 4067 9000**

AVIATION PERSONAL ACCIDENT 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.

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- 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.

SCOPE OF COVER

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:	

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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

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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.

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- (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.
- (m) 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 mis-representation, mis-description or non-disclosure of any material facts by the Insured.

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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 internment/ 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

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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

If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy. It is understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only with the leading or policy issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

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.

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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.
