

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,
Andheri (West), Mumbai – 400 058
Tel: 0091 22 4067 9000**

LOSS OF LICENCE INSURANCE POLICY

WHEREAS the Person Insured whose occupation is as stated in the Schedule hereto and who on the commencing day of this insurance is the holder of a Licence and Certificate of Validity which said Licence and Certificate the Person Insured is required by law to hold in connection with his occupation has by a Proposal and Declaration which shall be deemed to be incorporated herein and form the basis of this contract applied to **UNIVERSAL SOMPO GENERAL INSURANCE CO. LTD**(hereinafter called “the Company”) for Insurance as hereinafter provided and has paid to the Company the annual premium stated in the Schedule. **NOW THIS IS TO CERTIFY** that subject to the terms, limitations, exceptions and conditions contained herein or endorsed hereon in the event of the Person Insured during the Period of insurance (as Stated in the Schedule) suffering any bodily injury whatsoever or suffering any illness whatsoever resulting at any time whether during or after the Period of Insurance (but not beyond a period of five years after the expiry of this insurance)in his incapacity (as hereinafter defined then compensation will be paid to the Person Insured as follows by the Company.

COMPENSATION

Item 1: In the case of the Incapacity causing Permanent Total Disablement otherwise than that due directly or indirectly to psychosis, psychoneurosis or epilepsy after the deduction of any payments made under Items 3 or 4 or Proviso iii, the balance of **ONE HUNDRED PER CENT OF CAPITAL SUM INSURED.**

Item 2: In the case of Incapacity causing Permanent Total Disablement due to psychosis, psychoneurosis or epilepsy after deduction of any payments made under Item 3 or 4 or Proviso iii, the balance of **EIGHTEEN PER CENT OF THE CAPITAL SUM INSURED.**

Item 3: In the case of the Incapacity causing Temporary Total Disablement, otherwise than that due directly or indirectly to psychosis, psychoneurosis or epilepsy at the rate per calendar month for not more than twelve months or upto the prior Death or Permanent Total Disablement of the Person Insured of **TWO PER CENT OF THE CAPITAL SUM INSURED.**

Item 4: In the case of the Incapacity causing Temporary Total Disablement due to psychosis, psychoneurosis or epilepsy at the rate per calendar month for not more than twelve months or upto the prior Death or Permanent Total Disablement of the Person Insured of **ONE AND ONE HALF PER CENT OF THE CAPITAL SUM INSURED.**

Item 5: In the case of the Person insured being required to attend any court of enquiry or legal or other proceedings in connection with any event which in the opinion of the Company might give rise to a claim under this insurance ,legal and/or other costs incurred with the consent of the Company upto an amount of **Rs 5000/-**

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PROVIDED THAT

- (i) the liability of the Company shall be limited to one hundred per cent of the Capital Sum Insured;
- (ii) no compensation shall be payable in respect of the first ninety days of the Incapacity consecutively or in the aggregate in any one year of insurance;
- (iii) the Company shall be entitled to withhold the payment of the balance of the Capital Sum Insured for twelve calendar months after the expiry of the said ninety days but paying to the Person Insured compensation during such twelve months at the rate per calendar month of:
 - (a) **TWO PERCENT OF THE CAPITAL SUM INSURED** in respect of the Incapacity Causing Permanent Total Disablement other than due directly or Indirectly to psychosis, psychoneurosis or epilepsy;
 - (b) **ONE & ONE HALF PER CENT OF THE CAPITAL SUM INSURED** in respect of incapacity causing Permanent Total Disablement due to psychosis, psychoneurosis or epilepsy .
- (iv) in the event of death of the Person insured within one hundred and eighty days of the commencement of the Incapacity no further payments shall be made after the date of death notwithstanding anything contained to the contrary in Proviso iii above.

DEFINITIONS

INCAPACITY : Any capacity causing the Permanent Total Disablement or Temporary Total Disablement of the Person Insured.

**PERMANENT TOTAL
DISABLEMENT** Any disablement due to personal injury or to illness :disease or disability including natural deterioration of the Person Insured which entirely prevents him from attending to the occupation and which appears beyond reasonable doubt to be of a permanent nature.

**TEMPORARY TOTAL
DISABLEMENT** Any disablement due to personal injury or to illness :disease or disability including natural deterioration of the Person Insured which is of a temporary nature and and entirely prevents him from attending to the occupation.

EXCEPTIONS

This Policy does not cover incapacity resulting directly or indirectly from:

- (i) any personal injury, illness, disease or disability including natural deterioration, existing prior to the inception of this insurance, except where such personal injury, illness, disease or disability including natural deterioration, has been declared in writing to the Company and accepted by them without any additional exclusions.

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- (ii) war, whether declared or not including any enforcement action by or on behalf of the United Nations.
- (iii) the Person Insured taking part in riots or civil commotions.
- (iv) intentional self-injury, suicide, or attempted suicide (whether felonious or not), provoked assault, duelling, fighting (except in bonafide self-defence) or venereal disease.
- (v) deliberate exposure of the Person Insured to exceptional danger (except in an attempt to save human life or property of any kind or any criminal act of the Person Insured for which he shall have been convicted upon indictment, or personal injury sustained due to the Person Insured being in a state of permanent or temporarily insanity).
- (vi) any personal injury, illness, disease or disability including natural deterioration, giving rise or which might give rise to a claim under any previous Permanent Total Disablement insurance effected through the Insurance Company (whether such personal injury, illness, disease or disability including natural deterioration be declared or not at the inception of this Policy).
- (vii) riding or driving in any kind of a race.
- (viii) chronic alcoholism or the habitual taking of drug.
- (ix) the death of the Person Insured.

CONDITIONS

1. The person Insured shall not be under nineteen or over forty-nine years of age at the commencement of this insurance.
2. Any dispute or difference which may arise between the Company and the Person Insured shall be submitted to a Medical Referee to be mutually agreed by both parties or if they cannot agree upon a single Referee to the decision, two such Referees one to be appointed by each of the parties; or in case the Referees do not agree, of an Umpire appointed by the Referees. The award of the Referee(s) or Umpire shall be final and binding upon both parties.
3. The Person Insured irrevocably authorises (a) the Company to seek the opinion of the Principal Medical Officer of the competent civil authority (or other appropriate Medical Officer appointed by the competent civil authority for the purpose) or any other of his Medical Attendants ascertain whether or not an incapacity is presumed to prevent him from following his occupation and (b) the said Medical Officer or Attendants to express and Communicate such opinion to the Company and in this connection shall give such further written consent thereto as the Medical Officer or Attendants may from time to time require.
4. The Person Insured shall, if required by the Company, submit to an independent medical or surgical examination.
5. This insurance shall apply whilst the Person Insured is anywhere in the world.
6. Any fraud, misstatement or concealment in the proposal or application, declaration or in any statement given in connection with the proposal or application or in the making of any claim hereunder shall render this insurance null and void and all claims hereunder shall be

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forfeited.

7. In the event of the Person Insured changing his occupation notification should be given to the Policy Issuing Office of the Company who shall have the option of reviewing and, if they so require, of amending the premiums, terms and conditions of this insurance.
8. In the event of the Capital Sum Insured being paid to the Person Insured in respect of any Incapacity of the Person Insured under any previous Certificate or Policy of Insurance issued by the Company covering the risks herein covered, this Policy shall be cancelled from inception and a full return of premium paid shall be made to the Person Insured.
9. Immediate notice in writing must be sent to the Issuing Office of the Company of any personal injury, illness, disease or disability including natural deterioration of the Person Insured for which compensation might become payable under the insurance.
10. The Company if it so desires shall be at liberty to appeal against suspension restriction or loss of licence in the name of the Person Insured and to employ its own lawyers to conduct such appeal and the Person Insured shall give all possible assistance and information to the Company and its lawyers in and about the preparation for the conduct of such appeal.
11. No liability shall attach to the Company hereunder in respect of any claim if the Person Insured is also entitled to compensation under any other Policy of Insurance insuring the person insured against the risks hereby insured (other than any Personal Accident Insurance effected by the Person Insured's employers) unless written notice of the existence of that other Policy shall have been given to the Company and accepted by endorsement hereon.
12. The Company if it so desires shall be at liberty at its own expense to secure medical treatment to be undergone by the Person insured which might enable the Person Insured to act again in the capacity for which he holds a licence. The Person Insured shall give all possible assistance to this end..
13. The insurance protection will cease automatically if the Person Insured loses or terminates his membership of anyone of the Aircrew Associations provided that this Policy has been obtained by virtue of his membership and through the offices of any such Association.
14. Any word or expression to which a specific meaning has been attached in this Policy shall bear such specific meaning wherever it may appear.

