

Aviation Personal Accident (Crew Members) Insurance Policy

Prospectus

Aviation Insurance portfolio of USGIC encompasses various types of covers designed for Airline Operators, Corporates/Government Departments owning Aircrafts and big Industrialists/Celebrities like famous film personalities, sportsmen etc. owning Aircrafts for their respective use-business, commercial, private or pleasure.

Details of coverage and exclusions under this policy are given as under:

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.

Eligible Discounts

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following:

- Make,
- Model,
- Use of aircraft,
- Maintenance of aircraft,
- Experience and expertise of the pilots,
- Past loss experience
- Territory of operations

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.

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

Claims Intimation:

A) In the event of any circumstances likely to give rise to a claim insured must follow the following.

- 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. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030/1800-200-4030. Alternatively, you can notify your claim by sending mail to <contactclaims@universalsampo.com>.

- 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.
- Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- All certificates, information and evidence from a Medical Practitioner or otherwise required by the Company shall be provided by the Insured.
- While notifying you claim, please share your 1) policy number under which you prefer to lodge your claim, 2) date of loss, 3) place of loss, 4) cause of loss and 5) estimate of your loss. 6) Details of contact person with mobile no. and e- mail ID.
- Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

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.

Followed by notification of a claim, the insured is expected to follow the following procedures.

a) Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.

b) Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.

c) Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.

d) Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.

e) After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.

f) Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.

g) Post notification of a claim, insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to responded for the basic details within the defined time limit , the claim preferred by insured would be repudiated as " Loss was not established".

Indicative requirements are as below.

- i. Claim Form duly filled in & signed.
- ii. Statement of Wages
- iii. Attendance proof Roll
- iv. Death certificate
- v. Post Mortem report
- vi. FIR copy/Final report
- vii. Panchnama
- viii. All medical papers
- ix. Attested copy of statements of witness, if any lodged with police authorities (if any)
- x. Photographs if possible, as per incidence of claim
- xi. Certificate confirming relationship between employee and employer
- xii. Confirmation- Accident during employment and in the course of employment
- xiii. Investigation Report

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.

4. 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

The grounds for cancellation of the policy for the insurer, can be only on the grounds of mis- representation, non-disclosure of material facts, fraud or non-co-operation of the insured.

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. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

➤ Step 1

a. Contact Us

1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsompo.com

c. Write to us Customer Service Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. Senior Citizen Number: 1800 267 4030

➤ Step 2

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

➤ **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsompo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsompo.com/resourse-grievance-redressal>

➤ **Step 4.**

Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site:
<https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

Besides the aforesaid aviation policy, Universal Sampo General Insurance Company Ltd also provides various other tailor-made insurances as per the requirement of the Insured in Aviation Business.

*Please note that the above is only a list of the salient features of the Policy, for complete details please refer to the Policy wordings.

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the the Company.

Any person making Default in complying with the provisions of this section shall be punishable with fine which may extend to Ten Lakhs Rupees.

Registered & Corp Office: Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsompo.com, website link www.universalsompo.com