

Prospectus

Loss of License Insurance Policy

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:

Loss of License Insurance:

Operating crews of the aircraft are required to have valid license. License is liable to be suspended either temporarily or permanently on medical grounds. Consequential financial loss is covered by the Loss of License policy.

The policy indemnifies 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/-**

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 Provision iii above.

Exclusions

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.
- 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 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.

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

- 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 losses 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.

15) 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.

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

Claims Procedure

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

a) 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.

b) Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.

c) Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 / 1800-200-4030, Helpline Number: 022-27639800 or 022-39133700 (Local Charges Apply), alternatively you can notify your claim by sending mail to <contactclaims@universalsompo.com>.

d) While notifying your 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.

e) 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.

f) Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, 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"

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

1. Claim form

2. Rest documents shall be updated on reporting of loss by deputed service provider by USGI based on the merits of the case.

• Escalation Matrix

Level 1 - contactclaims@universalsompo.com

Level 2 - grievance@universalsompo.com

Level 3 - gro@universalsompo.com

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@universalsampo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsampo.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/>

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.

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.

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@universalsampo.com, website link www.universalsampo.com