

## AVIATION INSURANCE POLICY

### PERSONAL ACCIDENT & LOSS OF LICENCE COVER

#### SCHEDULE

**Policy Number: 6011/213775975/02/000**

1. Name of the Insured: Federation of Indian Pilots  
Mailing address of the Insured: Gate No: 2, Air India Complex, Kalina, Santa Cruz East, Mumbai, Maharashtra - 400029
2. Period of Insurance:  
**From: 1<sup>st</sup> January, 2023 To: 31<sup>st</sup> December, 2023** Time: 00:00 hours Midnight  
(Local Standard Time at the Insured's address and/or as original)
3. Scope of Cover:  
Section I: Main Coverage: Loss of License Cover as per limits mentioned.  
Section II: Main Coverage: Aviation Personal Accident as per limits mentioned.
4. Interest  
**To Cover Flying Pilots** : Pilots holding a valid flying license by DGCA and valid medical certificate/assessment by the competent authority to exercise privileges of the same license and are presently employed in flying duties in India/abroad.
5. Total number of Pilots insured: As per Annexure
6. Sum Insured Details: As per annexure
7. Coverage's:

Section 1 (a) : Loss of License (LOL) Employed in India. Waiting Period: 60 Days.  
Cases where no Form CA 35 is been obtained by pilot due to serious illness FIP will endorse such certificate of illness, as being correct subject to treating doctor medical documents for month to be shared.  
Survival Period for PMU Claims is 30 Days

Sub Section	Description	Limit of Payable Claim
Permanent Total Disablement and / Permanent Medical Unfitness (PMU)	Any disablement due to personal injury, illness, disease or disability permanent in nature Otherwise due to Psychosis, Psychoneurosis or Epilepsy	100% of Sum Insured

	Due to Psychosis, Psychoneurosis or Epilepsy	18% of Sum Insured
Temporary Total Disablement and / Temporary Medical Unfitness (TMU)	Any disablement due to personal injury, illness, disease or disability temporary in nature Otherwise due to Psychosis, Psychoneurosis or Epilepsy	For C.Y. 2023 – The following process will be managed:
		•Step 1: 75% of the net salary as per Form 16 of FY 2021-22 OR Net Pay for the last 3 months as per the salary slip will be evaluated and the higher of the 2 will be considered.
		•Step 2: The above amount will be then compared to 1.25% of the SI and the lower of the same will be considered.
		TMU benefit is applicable for not more than 15 months from the date of loss TMU claims will be processed up to the date of receipt of fitness form CA-35 from competent authority.
Tail period for TMU is 15 months. In case where the same TMU gets converted to PMU the tail period for PMU is 24 months from the date of expiry of the Policy.		
	Due to Psychosis, Psychoneurosis or Epilepsy	Above payment module applicable for not more than 12 months from the Trigger date.

**Section 1 (b): Loss of License (LOL) Employed Abroad.**

Waiting Period of 70 days

Claim will be honored subject to unfitness being declared by DGCA form CA 35 only.

No payment will be made to foreign accounts or in foreign currency.

Survival Period for PMU Claims is 30 Days

Sub Section	Description	Limit of Payable Claim
Permanent Total Disablement and / Permanent Medical Unfitness (PMU)	Any disablement due to personal injury, illness, disease or disability permanent in nature Otherwise due to Psychosis, Psychoneurosis or Epilepsy	100% of Sum Insured
	Due to Psychosis, Psychoneurosis or Epilepsy	18% of Sum Insured

Temporary Total Disablement and / Temporary Medical Unfitness (TMU)	Any disablement due to personal injury, illness, disease or disability temporary in nature Otherwise due to Psychosis, Psychoneurosis or Epilepsy	For C.Y. 2023 – The following process will be managed: •Step 1: 75% of the net salary as per Form 16 of FY 2021-22 OR Net Pay for the last 3 months as per the salary slip will be evaluated and the higher of the 2 will be considered. •Step 2: The above amount will be then compared to 1.25% of the SI and the lower of the same will be considered. TMU benefit is applicable for not more than 15 months from the date of loss TMU claims will be processed up to the date of receipt of fitness form CA-35 from competent authority.
Tail period for TMU is 15 months. In case where the same TMU gets converted to PMU the tail period for PMU is 24 months from the date of expiry of the Policy.		
	Due to Psychosis, Psychoneurosis or Epilepsy	Above payment module applicable for not more than 12 months from the trigger date.
Venereal diseases and/or AIDS will not be covered		
Test flights after construction or reconstruction of the aircraft will be covered for full spectrum		
Covid claims are covered under the policy. Omicron, being a variant of Covid 19 will also be covered. However all other claims caused by or resultant from a declared endemic, epidemic and/or pandemic will not be covered under the policy.		
Any loss caused due to the actions of Naxalite Groups/ Maoists/ Ultras and other acts of Terrorism will be covered.		
Section 2 : Personal Accident (PA)		
Sub Section	Description	Limit of Payable Claim
	Accident including aviation accident resulting in Death or loss of two limbs, two eyes, or loss of one limb and one eye	100% of the Sum Insured for both Fixed wing & Rotary Wing pilots
Personal Accident Cover is on 24 hour worldwide basis		
Death or bodily injury due to or arising due to or arising out of directly or indirectly connected with or traceable		

In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of an Aircraft in which such Insured Person was known to have been travelling as an occupant or crew member it shall be deemed after twelve (12) months, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of the Accidental death benefit, it is discovered that the Insured Person is still alive, all payments shall be reimbursed in full to the Company
Test flights after construction or reconstruction of the aircraft will to be covered for full spectrum
Any loss caused due to the actions of Naxalite Groups/ Maoists/ Ultras and other acts of Terrorism will be covered.

#### 8. Special Conditions:

Other Coverages:
If there is an untimely demise and the member pilot passes away during the TMU period then INR 15 lacs is payable to the member , if Insured pilot Sum Insured is above INR 50 lacs, else INR 7.5 lacs is payable if Sum Insured opted is below 50 lacs. Claim is admissible only post member pilot survives the cooling period of 60 days.
Expenses of upto INR 10,000 incurred to attend legal proceedings in connection with an event which may give rise to claim under the policy, with consent of the insurance company
Pilot purchases a comprehensive policy and his employer's closes down the airline or delay in salary payments due to a defaulting employer, compulsory unpaid leave, then the coverage will continue for the said pilot. The comprehensive cover will be made available to him despite being unemployed, claims admissibility is subject to unfit declared by DGCA.
Cumulative Bonus – 7% of Sum Insured
Completed Age to be considered for premium calculation
Pro-rata premium to be charged for FIP member pilots opting for insurance policy during the year but not after 1st Oct 2023
Premium paid by pilots individually and policy issued to each pilot separately including information of his FIP membership number and Flying license number
In case of adverse medical reports, insurer or FIP's Managing Committee may deny or reduce the Sum insured to pilots (to either 50%, 60% or 90% of Sum Insured). Premium will reduce proportionately upon offering lower Sum Insured
In case of PMU claim, claimant has to survive for 30 days. However, for PA cases there shall be no binding on survival limitation. While in the due course of the Pilot being declared as PMU and is within the cooling period – in an unforeseen event of accident the PA cover as per – his / her eligibility will remain in force and the Pilot will get compensated as per the eligible Sum Insured under PA.
In the event where a person insured takes ill and has to go, or be removed to hospital because of a serious illness such as a heart ailment or surgery or similar illness of serious nature where hospitalization is necessary, and he/ she is unable to exercise the privileges of his/ her license, then the certificate from the authority admitting him/ her or treating him/ her at the hospital or hospital discharge certificate will determine the date of his/ her illness. Such an illness shall be of a nature, which requires him/ her to have to obtain a fitness certificate/ CA 35 from the competent or accepted medical authority to qualify to once again exercise the privileges of his/ her license. The FIP will endorse such certificate of illness, as being correct.

<p>Pilot declared TMU/PMU/PA due to medical reasons only during the period including but not limited to any accidental/administrative/legal/incidental inquiry will be entitled for benefits subject to pilot is receiving salary and only on submission of rest documents as per expiring + additional 1 month salary slip for TMU trigger month with last 3 month salary slip from the TMU date. TMU claim calculations will be as per ongoing standard formula.</p>
<p>The person Insured shall not be under 18 or over 65 years of age at the commencement of this insurance. In the event that the age limit is relaxed beyond 65 years by DGCA the policy shall be reviewed to consider inclusion of such pilots.</p>
<p>Policy Coverage is on a 24 hours, worldwide basis</p>
<p>It is understood and agreed that the landing and taking off the insured Aircraft by day on landing grounds other than licensed airfields are covered under this Policy per AVN23A. Runway, Landing Strip, Helipad etc. built in line with regulations / guidelines as rolled out/ proposed by the regulator of the country or as acceptable to them; unless there is an emergency.</p>
<p>Rescue operations as directed by the Govt. of India to the employers and thereon to the Pilots needs to be included in the said policy</p>
<p>Pre-existing Medical condition: Pilots holding Fit medicals at policy inception are covered as per agreed terms and Pilot who are unfit at policy inception will be reinstated once declared fit by DGCA.</p>
<p>In case documentation from employer is not available due to closure of airline, administrative delays etc., Pilots will be required to share last available documents such as Salary Slip and form 16 for consideration with FIP endorsement.</p>
<p>Repatriation expenses upto a limit of INR 1,000,000 per Pilot.</p> <p><b>A. REPATRIATION EXPENSES ENDORSEMENT</b></p> <p>i. If the Insured Person shall suffer Bodily Injury during the period of insurance which independently of any other cause shall necessitate the repatriation of the Insured Person, the Insurer will indemnify the Insured up to the amount of the Sum Insured in respect of reasonable travelling expenses incurred for the Repatriation of the Insured Person or in the case of death reasonable funeral expenses and expenses incurred in transporting the body or ashes or in making the necessary arrangements.</p>
<p>ii. The Repatriation of the Insured Person shall be deemed necessary if a qualified medical practitioner</p>
<p>a. Shall estimate that the Insured Person is likely to be totally disabled in excess of four weeks</p>
<p>and/or</p>
<p>b. shall certify that the Insured Person should be repatriated because local facilities are inadequate for the treatment of</p>

**Pregnancy Exclusion Clause:** The Insurance under this policy shall not extend to cover death or temporary disablement resulting directly or indirectly from pregnancy or in consequence thereof. Whereas pregnancy is not a cause to prefer a claim under the policy, it is understood and agreed that in case a lady member, during the course of pregnancy leave, suffers any illness/accident/heart attack/ stroke and/ or any other similar illness or accident that incapacitates her permanently in a manner as would normally prevent her from exercising the privileges of her license, by an event not in any way related to her pregnancy or any complications thereof of permanent nature as laid down in the policy her claim will be honored as in any normal case for the duration of the contract. The compensation, however, for the purpose of TMU would exclude the compulsory grounding period due to pregnancy as laid down by the authority and the policy would respond from 60 days after the date of otherwise medical unfitness or from the date from which the lady pilot would have been allowed to resume duties after the childbirth, whichever is later.

Conditions:

- a) At the time of enrollment – Pregnant to be considered under Non Flying Pilots Category
- b) If declared pregnant mid- term of the policy, the policy will switch to PMU/PA cover only, however the SI enrolled during enrollment in Flying Category continues and a 5% of overall premium to be Refunded as token. However if the pilot choose to switch to non-flying policy (pro-rata refund and pro-rata premium will be charged accordingly).
- c) A Non Flying Pregnant pilot , if declared fit to fly post delivery within the policy term can switch to comprehensive plan ( PMU/TMU/PA) by paying the balance premium d)Maximum Age limit is 55 years

No refund is applicable for pilots who have claimed

Subject otherwise to terms and conditions of **Aviation Insurance Policy (Personal Accident & Loss of Licence Cover)**

GSTIN Reg no.	07AAACI7904G1ZP
IL GIC GSTIN Address	Fourth Floor, Parsavnath Capital Tower , Bhai Veer Singh Marg, New Delhi New Delhi 110001
HSN/ SAC Code	9971 – GENERAL INSURANCE SERVICE

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at Mumbai on this date

Authorized Signatory

## **AVIATION PERSONAL ACCIDENT AND LOSS OF LICENSE COVER**

WHEREAS the Insured designated in the Schedule hereto has made or caused to be made to ICICI Lombard General Insurance Company Ltd. (hereinafter called "the Company") a written proposal dated as stated in the said Schedule, which proposal together with any statements, warranties or declarations made in connection therewith shall be deemed to be incorporated herein and form the basis of this Contract and has paid or agreed to pay to the Company the premium stated in the said Schedule to insure the person or persons (hereinafter called "the Insured Person/s") specified in the Schedule for the benefits hereinafter contained.

NOW THIS POLICY WITNESSETH that subject to the terms provisions exclusions and conditions herein contained or hereon endorsed or otherwise expressed, the Company hereby undertakes that if at any time during the period stated in the said Schedule or during any other period for which the Company may accept payment for the renewal of this Policy, and Insured Person shall sustain any bodily injury caused by accidental violent external and visible means whilst entering into alighting from or being as pilot member of the crew or passenger in any licensed standard type of aircraft anywhere in the world, the Company will pay the Insured as hereunder mentioned.

### **LOSS OF LICENSE**

Any bodily injury and/or illness or disease sustained and/or contracted anytime during the period of insurance resulting whether during or after the period of insurance but not beyond the period of 15 Months after the expiry of the policy, in Incapacity as herein after defined.

### **PERSONAL ACCIDENT**

Any bodily injury sustained during the period of insurance, directly caused or arising out of or attributable to an accident including an Aviation accident caused by external, violent and visible means and resulting in the death or loss of two limbs, two eyes or loss of one limb and one eye of the insured person anytime during the period of insurance or afterwards but before the expiry of twelve months from the date of the accident

The compensation will be paid to the Person Insured or his nominee as the case maybe as per the schedule hereto

Policy Coverage is on 24 Hours Worldwide Basis.

Coverage attaches only to persons who have completed 18 years of and not completed 65 years of age as on the date of commencement of the policy.

The Table of benefits applicable to each Insured Person is shown in the Schedule.

## DEFINITIONS

### **INCAPACITY:**

Any incapacity causing 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 entirely prevent him from attending to the occupation.

### **SUM INSURED**

The Sum Insured mentioned in the Policy schedule represents the maximum liability of the Company in respect of all claims pertaining to the person Insured and becoming payable under both Section 1 & 2 of the policy.

### **ACCIDENT**

Means a sudden, unforeseen, uncontrollable and unexpected physical injury caused by external, violent and/ or visible means.

### **AVIATION ACCIDENT**

Any accident to the person Insured, whilst getting into or alighting from the aircraft or flying any Licensed Standard type of Aircraft either as Pilot or Crew. Licensed standard type of Aircraft would mean any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by regular airline.

### **FLYING PILOTS**

Pilots holding a valid flying license by DGCA and valid medical certificate/assessment by the competent authority to exercise privileges of the same license and are presently employed in flying duties in India/abroad.

### **NON-FLYING PILOTS**

Pilots holding a valid flying license by DGCA and valid medical certificate/assessment by the competent authority to exercise privileges of the same license, but are presently not flying (due to company closure/compulsory leave without pay/pilot who is pregnant)



## **AB-INITIO PILOTS**

Pilots holding a valid flying license by DGCA and valid medical certificate/assessment by the competent authority to exercise privileges of the same license, but have never been employed as Pilots worldwide.

## **TERRORISM**

Terrorism means activities against persons, organizations or property of any nature: That involves the following or preparation for the following:

Use or threat of force or violence; or

Commission or threat of a dangerous act; or

Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

When one or both of the following applies:

The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism

It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

## SECTION 1 - LOSS OF LICENCE

### Compensation payable

Item 1: In the case of the incapacity causing Permanent Total Disablement due to disease I illness otherwise than that due directly or indirectly to Psychosis, psychoneurosis or epilepsy, after the deduction of any payment made under item 3 or 4, the balance of ONE HUNDRED PERCENT OF THE SUM INSURED.

Item 2: In the case of the incapacity causing Permanent Total Disablement due to disease I illness psychosis, psychoneurosis or epilepsy, after deduction of any payments made under item 3 or 4, THE balance OF EIGHTEEN PERCENT OF THE SUM INSURED.

Item 3: In the case of the incapacity causing Temporary Total Disablement due to disease I illness otherwise than that due directly or indirectly to Psychosis, psychoneurosis or epilepsy, at the rate per calendar month for not more Fifteen Months or up to the Death or Permanent Total Disablement of the Person Insured of 75% of the net salary as per Form 16 of last financial year OR Net Pay for the last 3 months as per the salary slip will be evaluated and the higher of the 2 will be considered.

Item 4: In the case of the incapacity causing Temporary Total Disablement due to disease I illness Psychosis, psychoneurosis or epilepsy at the rate per calendar month for not more than twelve Months or up to the Death or permanent Total Disablement of the person Insured the above amount will be then compared to 1.25% of the SI and the lower of the same will be considered.

### PROVIDED THAT

- (i) The liability of the Insurance Company shall be limited to one hundred percent of the capital sum insured
- (ii) No compensation shall be payable in respect of the first Sixty days for Pilots employed in India, as the case may be, of the incapacity for temporary disablement
- (iii) Coverage's for Indian Pilot employed abroad with valid Indian License and valid Indian Medical are here by covered under the policy subject to unfitness declared by DGCA form CA 35 only. Benefit to start post 70 days cooling period from TMU date as DGCA issued CA 35 and no payment can be made to any foreign accounts or in foreign currency.
- (iii) Temporary Medical Unfitness claims will be processed up to the fitness date of receipt of CA-35 from competent authority
- (iv) In case of PMU claim, claimant has to survive for 30 days. However, for PA cases there shall be no binding on survival limitation.
- (v) Tail period for TMU is 15 months however if the same TMU gets converted to PMU the tail period should be 24 months from the date of expiry of the Policy.

While in the due course of the Pilot being declared as PMU and is within the cooling period – in an unforeseen event of accident the PA cover as per – his / her eligibility will remain in force and the Pilot will get compensated as per the eligible Sum Insured under PA

Item 5: If in the case of the person insured being required to attend any Court of enquiry or legal or other proceedings in connection with an event which in the opinion of the Insurance Company might give rise to a claim under this insurance, legal and/or other costs incurred with the consent of the Insurance Company up to an amount (or its equivalent in the currency in which this policy is issued) of Rs. 10,000

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

i] Any personal injury, illness, disease or disability existing prior to the inception of this insurance, whether such personal injury, illness disease or disability has been declared in writing to the company or not.

ii) War, whether declared or not including any enforcement action by or on behalf of the United Nations. Invasion, acts of foreign enemies' hostilities civil war rebellion revolution Insurrection military or usurped power martial law strikes seizure capture arrests restraints and detentions of all kings princes and people of whatever nation condition or quality whatsoever arising out of participation in any naval, military or air force operations whether in the form of military exercise or war games.

iii) The person Insured taking part in riots or civil commotion.

iv) Intentional self-injury, suicide or attempted suicide (whether felonious or not) provoked assault, dueling fighting (except in bonafide self-defense).

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 temporary insanity.

(vi) Riding or driving in any kind of a race.

(vii) Chronic alcoholism or the habitual taking of drugs.

(vii) The death of the Person Insured.

(ix) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from or any nuclear waste or from the combustion of nuclear fuel.

(x) Incapacity which but for the Provisions of paragraph (x) above would be covered by this policy and is directly or indirectly caused by or contributed to by or arises from ionizing radiations or contamination by radioactivity from any radioactive materials in course of carriage as cargo under International Air Transport Association regulations shall (subject to all other provisions, of this policy) be covered Provided that: it shall be a condition \ precedent to the liability of the company that the carriage of any radioactive materials shall in all respects comply with the current regulations issued by the International Air Transport Association relating to the carriage of restricted article by air.

xi) While under the influence of liquor or drugs.

xii) Through deliberate or intentional, unlawful or criminal act, error or omission.

## **SECTION 2 - PERSONAL ACCIDENT**

Benefits:

Any bodily injury sustained during the period of insurance, directly caused or arising out of or attributable to an accident including an Aviation accident caused by external, violent and

visible means and resulting in the death or loss of two limbs, two eyes or loss of one limb and one eye of the insured person anytime during the period of insurance or afterwards but before the expiry of twelve months from the date of the accident, ONE HUNDRED PERCENT OF THE CAPITAL SUM INSURED

#### Exceptions

PROVIDED FURTHER THAT this policy shall not apply to death or bodily injury due to or arising out of or directly or indirectly connected with or traceable to:

1. Suicide or attempted suicide whether felonious or not.
2. Disease, self-injury, deliberate self-exposure to unnecessary danger or.
3. Any act resulting into breach of law or violation of DGCA rules by the Insured Person.
4. The insured person being in a state of insanity or under the influence of intoxicating liquor or any drug.
5. The insured Person flying in an aircraft used for any illegal purpose or engaged or taking part in racing, record attempts speed trials, acrobatics.
6. Test flights after construction or reconstruction of the aircraft will be covered for full Spectrum
7. The Insured person and/or the aircraft in which he/she is flying engaging or taking part in any military naval or air force operations or maneuvers, except for rescue operations as directed by the Govt. of India to the employers and thereon to the Pilots.
8. War, whether declared or not including any enforcement action by or on behalf of the United Nations. Invasion, acts of foreign enemies' hostilities civil war rebellion revolution Insurrection military or usurped power martial law strikes seizure capture arrests restraints and detentions of all kings princes and people of whatever nation condition or quality whatsoever.
9. Death of or bodily injury or any disease or illness to the insured.
  - (a) Directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self - sustaining process of nuclear fission.
  - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon material.

Death or bodily injury which but for the Provisions of paragraph 10 (a) & (b) above would be covered by this policy and is directly or indirectly caused by or contributed to by or arises from ionizing radiations or contamination by radioactivity from any radioactive materials in course of carriage as cargo under International Air Transport Association regulations shall (subject to all other provisions, of this policy) be covered Provided that it shall be a condition precedent to the liability of the company that the carriage of any radioactive materials shall in all respects comply with the current regulations issued by the International Air Transport Association relating to the carriage of restricted article by air.
10. "Pregnancy Exclusion Clause: The Insurance under this policy shall not extend to cover death or temporary disablement resulting directly or indirectly from pregnancy or in consequence thereof. Whereas pregnancy is not a cause to prefer a claim under the policy, it is understood and agreed that in case a lady member, during the course of pregnancy leave, suffers any illness/accident/heart attack/ stroke and/ or any other similar illness or accident that incapacitates her permanently in a manner as would normally prevent her from exercising the privileges of her license, by an event not in any way related to her pregnancy or any complications thereof of permanent nature as laid down in the policy her claim will be honored as in any normal case for the duration of the contract. The compensation, however, for the

purpose of TMU would exclude the compulsory grounding period due to pregnancy as laid down by the authority and the policy would respond from 60 days after the date of otherwise medical unfitness or from the date from which the lady pilot would have been allowed to resume duties after the childbirth, whichever is later.

11. 100% of the Sum Insured for both Fixed wing & Rotary Wing pilots

### CONDITIONS APPLICABLE TO ALL SECTIONS

1. The person Insured shall not be under eighteen or over sixty five years of age at the commencement of this insurance. In the event that the age limit is relaxed beyond 65 years by OCCA the policy shall be reviewed to consider inclusion of such pilots.
2. Covid claims are covered under the policy. Omicron, being a variant of Covid 19 will also be covered. However all other claims caused by or resultant from a declared endemic, epidemic and/or pandemic will not be covered under the policy.
3. The Cumulative Bonus to be considered is of 7% of the Sum Insured.
4. The person insured's License and medical is not only valid on the date of the proposal but also valid for a further period of at least 35 days from the date of inception of the risk unless the proposal is continuous renewal of earlier policy.
5. It is declared and agreed that the maximum sum insured to be granted under the policy is restricted as per annexure attached. It is however, further agreed that the compensation under both Temporary Medical Unfitness (TMU) and Permanent Medical Unfitness (PMU) in no case shall exceed the sum insured or the sum of the salary including allowances a pilot would have earned from his employer till date of his retirement, whichever is lower. For this purpose retirement would include service on contract basis or any other extension granted by the employer.
6. The person would be required to complete the proposal form as supplied by the Company and be certified by Federation of Indian Pilots (FIP), as to the members bonafide standing with FIP, and validity of his license with medical fitness, as also, to the members gross annual emoluments, based on the latest Form 16 issued by the employer. The insured will disclose the existence of any symptoms or disease, of which he has prior knowledge at the time of taking the policy. In the event such disclosure is not made, it is understood that it will be treated as non-disclosure of material facts and will have adverse effect in the event of a claim.
7. It is however, further agreed that if the insured pilot passes away during Temporary Medical Unfitness (TMU) period, then the policy agree to pay Rs. 15,00,000 only if the insured pilot sum insured under the policy is above Rs. 5,000,000 and the policy agree to pay Rs. 750,000 if the insured pilot sum insured under the policy is less than or equal to Rs. 5,000,000.
9. In the event of a Person Insured who is temporarily grounded for medical reasons, the policy will not be renewed on the due date, unless he/she is medically fit as per his/her CA35 and is allowed to exercise the privileges of his license. He/She will be eligible for fresh cover, from the 1st day of the following month on renewal of license, (only when he/she is fully recovered and declared so by the authorities who grant the license/ CA35) It is understood and confirmed that insurance will be granted to such insured as per the terms of the expiring limits of sum insured, subject to his paying the stipulated premium on pro-rata basis for the balance period of the policy.
10. It is provided that if a person insured declared unfit for his/her job or is grounded by the competent authority due to an incident/accident and is been prevented from exercising the privileges of his/her license other than for medical reasons and if during this period the said insured is required to undergo a medical examination and be medically grounded, it is agreed and confirmed that his/her cover will remain valid for the duration

of the contract and all conditions as stated in the policy shall apply to such members. However under such circumstances, for the purpose of TMU the policy will respond after 60 days, as the case may be, from the date of medical unfitness as certified by the approved medical authority or from the date from which he/she is allowed to exercise the privilege of his/her license suspended/cancelled due to reasons other than medical grounds, whichever is later.

11. In case where a member insured is declared either temporarily or permanently unfit by CME, Delhi or IAM, Bangalore, or any other medical center authorized by DGCA, such member shall immediately notify the Company directly or through FIP in writing of such occurrence and such member's unfitness shall commence from the date of the medical certificate. The time period for payment shall be reckoned from date of completion of formalities by the insured. For this purpose the insured undertakes to submit or produce any document, which may be considered relevant by the insured for the purpose of the claim.
12. In the event where a person insured takes ill and has to go, or be removed to hospital because of a serious illness such as a heart ailment or surgery or similar illness of serious nature where hospitalization is necessary, and he/ she is unable to exercise the privileges of his/ her license, then the certificate from the authority admitting him/ her or treating him/ her at the hospital or hospital discharge certificate will determine the date of his/ her illness. Such an illness shall be of a nature, which requires him/ her to have to obtain a fitness certificate/ CA 35 from the competent or accepted medical authority to qualify to once again exercise the privileges of his/ her license. The FIP will endorse such certificate of illness, as being correct. A letter from the employer confirming the hospitalization and having intimated DGCA of the same and also the inability of the member to present himself before the medical authority will also be submitted.
13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a 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 three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - a. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.
  - b. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
  - c. It is also hereby further expressly agreed and declared that if the company shall disclaim liability to the insured for any claims hereunder and such claim shall not, within 12 calendar months from the date of Such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder
14. The person insured irrevocably authorizes (a) the Company and or FIP 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 purposes) or any other of his Medical attendant to ascertain whether or not an incapacity is presumed to prevent him from following his occupation and (b) the said Medical Officer or attendant to express and communicate such opinion to the company and/or FIP. In this connection the person insured shall give such further

written consent there to as the Medical Officers or Attendants may from time to time require.

15. The person Insured shall, if required by the Company submit to an independent medical or surgical examinations.
16. Policy Coverage is on 24 Hours, Worldwide Basis.
17. Any fraud misstatement or concealment on the proposal or application declaration or in any statement given in connection with a 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.
18. The cover will automatically be terminated as soon as the Insured leaves or resigns or is terminated from the present employment for any reason unless written notice of the same is given to the company within 30 working days, and the same is acknowledged by the company.
19. In the event of the Capital Sum 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 refund premium paid shall be made to the person Insured.
20. Immediate notice in writing and in any case within 30 days, must be sent to the Company at its office noted in the policy of any injury illness disease or disability
  - a. Including natural deterioration of the Person Insured for which Compensation might become payable under the Insurance and the person Insured must as early as possible place himself under the care of duly qualified medical practitioner. When a notice is not received within one calendar month after the occurrence of the personal injury or of the first appearance of the disease or disability including natural deterioration or of the date of commencement of the illness, fair and reasonable explanation for the delay must be given, otherwise the claim will not be admitted; Furthermore unless within three calendar months of the date of expiry of this policy due notice in writing has been sent to the company of any personal injury illness disease or disability including natural deterioration for which Compensation might become payable no claim will be admitted hereunder.
21. The Company if it so desires shall be at liberty to appeal against suspension restriction or loss of license 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 to its lawyers in and about the preparation for the conduct of such appeal.
22. 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 or Loss of License 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.
23. The Company, if it so desire shall be at liberty at its own expense to secure medical treatment to be undergone by the Person insured which might enable Insured to act again in the capacity for which he holds a license. The person Insured shall give all possible assistance to this end.
24. Any word or expression to which a specific meaning has been attached in this policy shall bear such specific meaning wherever it may appear.
25. In the case where the Insured, receives payment for permanent total disablement, the Insured undertakes and agrees to inform the company immediately if the permanent disability is removed and/or the Insured's License is renewed. In such an event the Company will be entitled to refund of the full amount paid to the Insured in respect of

- permanent disability and the Person Insured agrees to refund the same. For this purpose the Insured undertakes to execute an Indemnity Bond.
25. In the event of settlement of a claim for Permanent Total Disablement due to cancellation of the Flying License by the Competent Authority, the claimant will submit to the Insurer a "Letter of Undertaking" as per standard draft wording of the Company, to the effect that in the event of reinstatement of his license, the insured will inform the same to the Insurer and the entire amount of claim received by the claimant will be refunded back to the Insurer. In the event of becoming FIT, after being declared PMU and upon successful renewal of the Flying License by the Competent Authority, ICICI Lombard is entitled for refund of full amount paid to claimant in terms of clause (1) hereinabove and accordingly the claimant hereby agree and undertake to immediately refund the full amount paid by your company to me as PMU as per clause (1) hereinabove, after retaining such amount of compensation that would have been paid to claimant as per TMU in the intervening period from date of being declared PMU till being declared Fit again for flying
  26. All claims arising under this Policy shall become payable at Mumbai and the courts at Mumbai alone, Shall have jurisdiction to decide all disputes and differences.
  27. Losses caused due to Terrorism | Terrorist activities | High jacking | Naxalism stand covered. Losses caused due to Terrorism | Terrorist activities deemed and recognized by Govt Of India | Foreign Government where such act is committed as acts of Terrorism, stand covered.
  28. At any given point of time an individual pilot can hold only one Loss of License and Personal Accident Policy under the Federation of Indian Pilots Insurance Program.
  29. The maximum timelines for disbursement of claims (TMU: by the 10<sup>th</sup> of each month and PMU/PA: within 45 days of submission of claims documents)  
In case of PMU claim, claimant has to survive for 30 days from the date of being declared PMU by the competent authority. However, for PA cases there shall be no binding on survival limitation. While in the due course of the Pilot being declared as PMU and is within the cooling period – in an unforeseen event of accident the PA cover as per – his / her eligibility will remain in force and the Pilot will get compensated as per the eligible Sum Insured under PA  
Payment to a "Nominee" (in cases of PA) to be considered a valid discharge and there should be no requirement of a succession certificate, letter of administration, probate, indemnity or surety from the nominee. If no Nominee details stated above, documents will be required.
  30. In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of an Aircraft in which such Insured Person was known to have been travelling as an occupant or crew member it shall be deemed after twelve (12) months, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of the Accidental death benefit, it is discovered that the Insured Person is still alive, all payments shall be reimbursed in full to the Company
  31. In case documentation from employer is not available due to closure of airline, administrative delays etc., Pilots are required to share last available documents such as Salary Slip and form 16 for consideration with an endorsement of the same from FIP to suffice.



## Grievances

In case you are aggrieved in any way, you should do the following:

1. Call Us at toll free number: 1800 2 666 or email us at [insuranceonline@icicilombard.com](mailto:insuranceonline@icicilombard.com)
2. If You are not satisfied with the resolution then you may successively write to the manager - service quality, corporate manager- service quality, national manager-operations & finally director-services and business development at the following address:

ICICI Lombard General Insurance Company Limited  
ICICI Lombard House  
414, Veer Savarkar Marg  
Near Siddhi Vinayak Temple,  
Prabhadevi, Mumbai 400 025

If the issue still remains unresolved, you may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

Ombudsman Offices	
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
TamilNadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace A.C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj,LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, J & K, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009



ICICI Lombard General Insurance Company Ltd.  
Lombard House, 414, Veer Savarkar Marg,  
Prabhadevi, Mumbai 400 025.  
Policy No. 6011/213775975/02/000  
UIN No.: IRDAN115P0007V01200607

The updated details of Insurance Ombudsman are available on IRDA website: [www.irdaindia.org](http://www.irdaindia.org), on the website of General Insurance Council: [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), Our website [www.icicilombard.com](http://www.icicilombard.com) or from any of Our offices.

COMPANY CONTACT DETAILS:-

Toll-free number: 1800-2-666

You may also write to us at the following address:  
Postal Address:  
ICICI Lombard General Insurance Company Limited  
ICICI Lombard House  
414, Veer Savarkar Marg  
Near Siddhi Vinayak Temple,  
Prabhadevi, Mumbai 400 025  
E-mail: [insuranceonline@icicilombard.com](mailto:insuranceonline@icicilombard.com)