

LOSS OF LICENCE AND PERSONAL ACCIDENT (AVIATION)
INSURANCE POLICY

Whereas the person Insured named here-under is a bonafide member in good standing of the Federation of Indian Pilots and whose occupation is as stated in the schedule hereto and who on the commencing day of this insurance is the holder of a License and certificate of Validity, which said License and Certificate, the person Insured is required to hold in connection with his occupation and has, by a proposal and Declaration which shall be deemed to be incorporated herein and form basis of this contract ,applied to THE BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LIMITED (hereinafter called "the Company") for insurance as hereinafter provided and has paid to the Company the annual premium as 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,

SECTION 1: LOSS OF LICENCE

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.

SECTION 2: 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

Coverage attaches to the insured person whilst anywhere in the world

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.



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 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.



SECTION 1 - LOSS OF LICENCE

Compensation payable

Item 1: In the case of the incapacity causing **Permanent Total Disablement** due to disease / 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 / 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 / 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 1.5% -of the SUM INSURED or monthly gross salary less 30% whichever is less will be the monthly payable amount.

Item 4: In the case of the **incapacity** causing **Temporary Total Disablement** due to disease / illness Psychosis, psychoneurosis or epilepsy at the rate per calendar month for not more than Fifteen Months or up to the Death or permanent Total Disablement of the person Insured ONE AND HALF PER CENTUM OF THE SUM INSURED or monthly gross salary less 30% whichever is less will be the monthly payable amount.

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 Thirty five days, as the case may be, of the incapacity for temporary disablement.
- (iii) Temporary Medical Unfitness claims will be processed upto the date of receipt of CA-35 from competent authority.
- (iv) Claimant under PMU needs to survive at least 30 days from the day of being declared PMU \ by DGCA for availing policy benefits.

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 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



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, whether such personal injury, illness disease or disability including natural deterioration 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 riots civil commotions 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) or venereal disease or AIDS.
- 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. Directly or indirectly caused by venereal disease and/or AIDS
4. Any act resulting into breach of law or violation of DGCA rules by the Insured Person.
5. The insured person being in a state of insanity or under the influence of intoxicating liquor or any drug.
6. The insured Person flying in an aircraft used for any illegal purpose or engaged or taking part in racing, record attempts speed trials, acrobatics
7. Test flights after construction or reconstruction of the aircraft, or.
8. 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.
9. 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 riots civil commotions seizure capture arrests restraints and detentions of all kings princes and people of whatever nation condition or quality whatsoever.



10. 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.

11. **Pregnancy Exclusion Clause:** The Insurance under this policy shall not extend to cover death or 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 in a manner as would normally prevent her from exercising the privileges of her licence, by an event not in any way related to her pregnancy or any complications thereof, either temporarily or permanently 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 35 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. For this purpose her policy will be renewed at the due date for a reduced sum insured up to a maximum sum insured of Rs. 10,00,000, provided her licence is current.

12. PA Sum Insured for Rotary wing pilots reduced by 40% only if the accident happen at the time they are on flight duty.



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. The Cumulative Bonus to be considered is of 5% of the Sum Insured.
3. 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.
4. It is declared and agreed that the maximum sum insured to be granted under the policy is restricted as per annexure attached. The maximum limit of sum insured for unemployed pilots is restricted to Rs.10,00,000. 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.
5. 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.
6. 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. 1,000,000 only if the insured pilot sum insured under the policy is above Rs. 5,000,000 and the policy agree to pay Rs. 500,000 if the insured pilot sum insured under the policy is less than or equal to Rs. 5,000,000.
7. 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.



8. It is provided that if a person insured loses his/her job or is grounded by the competent authority due to an incident / accident and 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 35 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. Such member is entitled to renewal of his/her policy, whilst not flying, at a reduced sum insured of Rs.10,00,000 which may then be upgraded according to his/her Form 16 at the appropriate time, at the discretion of the insurer provided such members license is current.
9. 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 / produce any document, which may be considered relevant by the insured for the purpose of the claim.
10. 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.
11. 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
12. 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.
 13. The person Insured shall, if required by the Company submit to an independent medical or surgical examinations.
 14. This insurance shall apply whilst the Person Insured is anywhere in the world.
 15. 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.
 16. The cover will automatically be terminated as soon as the Insured leaves / 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.
 17. 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.
 18. 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.
19. 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.
20. 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.
21. 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.
22. Any word or expression to which a specific meaning has been attached in this policy shall bear such specific meaning wherever it may appear.
23. 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.
24. 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, Bajaj Allianz 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

25. In the event of a claim, the compensation would be calculated as 1.5% of the Sum Insured or monthly gross salary less 30% whichever is less will be the monthly payable amount.
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.



For BAJAJ ALLIANZ GENERAL INSURANCE COMPANY

Duty Constituted Attorney

In Witness Whereof This Policy has been signed at **Mumbai** _____

This **01** Day of **January 2018**

