

LOSS OF LICENCE INSURANCE POLICY

Whereas the person Insured occupation is as stated in the schedule hereto and who on the commencing day of this insurance is the holder of a licence and Certificate of Validity which said licence and certificate the person insured is required by law to hold in connection with his occupation has a proposal and Declaration which shall be deemed to be incorporated herein and form the basis of this contract applied to UNITED INDIA INSURANCE COMPANY LIMITED (Hereinafter called the 'COMPANY') for insurance as herein after provided and has paid to the company the annual premium started in the schedule.

Now THIS IS TO CERTIFY that subject to the terms, limitation, exceptions and conditions contain herein or enclosed herein in the event of the person insured during the period of insurance (as stated in the schedule) suffering any bodily injury whatsoever resulting at any time during the period of insurance, herein after defined then compensation will be paid to the person Insured as follows by the Company:

COMPENSATION

- ITEM1: In the case of 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 provisionally, the balance shall be ONE HUNDRED PERCENT OF THE CAPITAL SUM INSURED.
- ITEM2: In the case of Incapacity causing Permanent Total Disablement due to psychosis, psychoneurosis, or epilepsy after the deduction of any payments made under Item-3 or 4 provisional the balance of EIGHTEEN PERCENT OF THE CAPITAL SUM INSURED.
- ITEM3: In the case of incapacity causing temporary total disablement otherwise than that due directly or indirectly to psychosis, psychoneurosis, or epilepsy, the rate per calendar month shall be not more than twelve months, up to the prior death or permanent total disablement of the person insured, at TWO PERCENT OF THE CAPITAL SUM INSURED.
- ITEM4: In the case of Incapacity causing Temporary Total Disablement due to psychosis, psychoneurosis, or epilepsy at the rate per calendar month for not more than twelve months up to the prior death or Permanent Total Disablement of the person insured of ONE AND A HALF PERCENT OF THE CAPITAL SUM INSURED
- ITEM5: In the case of Person Insured being required to attend any court of enquiry or legal or other proceedings in connection with an event which is in the opinion of the Insurance Company might be raised to a claim under this Insurance, legal and/or other costs incurred with the consent of the Insurance Company up to an amount (or it's equivalent in the currency in which this policy is issued) or ₹2000

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 ninety days of the incapacity consecutively or in the aggregate in any one year of insurance
- (iii) the insurance company shall be entitled withhold the payment of the balance of the capital sum insured.

For twelve calendar months after expiry of the said ninety days but paying to the person insured compensation during such two months at the rate per calendar month of:

- (a) In respect of the incapacity causing permanent total disablement other than due directly indirectly to psychosis, psychoneurosis, or epilepsy
...TWO PERCENT OF THE CAPITAL SUM INSURED
- (b) In respect of Incapacity causing Permanent Total Disablement due to psychosis, psychoneurosis, or epilepsy
...ONE AND ONE HALF PERCENT OF THE CAPITAL SUM INSURED
- (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 death not withstanding anything contain to contrary in provision

DEFINITION

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 or disability including natural declaration of the person insured which entirely prevents 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 our temporary nature and entirely prevents him from attending to the occupation

EXCEPTIONS

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

- (i) Any personal injury, illness, disease or disability including natural deterioration existing prior to the inception of the 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 addition exclusion(s)
- (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) Self-injury, suicide or attempted suicide (whether felonious or not) provoke assault, dueling, fighting (except bonafide self-defense) or venereal disease.
- (v) Deliberate exposure of the person insured to exceptional danger (except in an attempt to save a human life or property of any kind) or any criminal act of the person of insured for which he shall have been convicted upon indictment of personal injury sustained due to the Person Insured being in a state of permanent or temporary insanity.
- (vi) Any Personal Injury, illness, disease or disability natural deterioration, giving rise or which might give rise to claim under any previous

Permanent Total Disablement Insurance effected through the Insurance Company (whether such Personal Injury, illness, disease or disability 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 drugs.
- (ix) The death of the person insured.
- (x) Ionizing Radiation or contamination by radio activity from any nuclear fuel or from or any nuclear waste or from combustion of nuclear fuel.

CONDITIONS

1. The Person Insured shall not be under nineteen or over sixty five years of age at commencement of this insurance.
2. The person insured irrevocably authorises (a) the Company to seek the opinion of the principle Medical Officer of it competent civil authority (or the appropriate medical officer appointed by the competent civil authority for the purpose or any other of his medical attendance to ascertain whether or not any in capacity is presumed to prevent him from following his occupation and (b) the said medical officer or attendance to express and communicate such opinion to the company and in this connection shall give such further written concern there to as the medical officer or attendance from time to time require.
3. The person insured shall, if required by the company submit to independent medical or surgical examination.
4. The Insurance shall apply whilst which the person insured is anywhere in the world.
5. Any fraud misstatement or concealment in this proposal or application declaration or in any statement given in connection give the proposal or the application or in the making of any claim hereunder shall render the insurance null and void and claims hereunder shall be forfeited
6. In the event of the person insured changing his occupation notification should be given to the UNITED INDIA INSUERENCE COMPANY LIMITED at its office noted in the policy who shall have the option of reviewing it and if they so required amending the premium, terms and conditions of this insurance.
7. 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 risk herein covered, this policy shall be cancelled from inception and full return of premium shall be made to the person insured.
8. Immediate notice in writing must be sent to the company at its office noted in the policy of any personal injury, illness, disability 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 a duly qualified medical practitioner. When a notice isn't receive with in three calendar months 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, a fair and reasonable explanation for the delay must be given ,otherwise a claim will not be admitted .Furthermore unless within six calendar months on the date of expiry of this policy due notice in writing has been sent to the company for any personal injury, illness, dieses or disability deterioration for which compensation might become payable no claim will be admitted hereunder.
9. The company if it so desires shall be at liberty to appeal against suspension restriction or loss of licence in the name of that 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.
10. 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 inserting the personnel 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.
11. The company if it show desire shall be at liberty at its own expense to secure medical treatment to be undergone by the person insured which might unable the person insured to act again in the capacity for which he holds a licence. The person insured shall give all possible assign
12. The insurance protection cease automatically if the insured person losses or terminate his membership anyone to the aircrew associations provided that this policy has been obtained by virtue of his membership and through the offices of such association.
13. Any word or expression to which a specific meaning has been attached in this policy shall bear specific meaning wherever may appear
14. All claims arising under this policy shall become payable at Bombay and the court of Bombay alone shall have juristic to decide all disputes and differences.

Cancellation:

The retail policyholder can cancel the policy at any time during the term, by informing the insurer. In case the Policyholder cancels the policy, he/ she is not required to give reasons for cancellation. The insurer can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the retail policyholder.

The insurer shall -

- i) Refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.
- ii) Refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.