

AVIATION PERSONAL ACCIDENT (CREW MEMBERS ONLY)

WHEREAS the Insured designated in the Schedule hereto has made or caused to be made to The UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called "Company") a written proposal, dated as stated in the said schedule. Which proposal together with any statement warranties or declaration 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 any 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, Company will pay the Insured as hereunder, mentioned.

BENEFITS

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

TABLE - A

If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the Insured Person's death, the Company will pay the Capital Sum Insured stated in the Schedule against the name of such Person.

TABLE - B

If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the Insured Person's death, the Company will pay the Capital Sum Insured stated in the Schedule against the name of such person.

1. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the Insured Person's total and irrecoverable loss of sight of both eyes or of two limbs by physical separation of or above the wrist or ankle as the case may be or total and irrecoverable use of two feet or of such loss of sight of one eye and such loss by physical separation of one limb or of such loss of sight of one eye and such loss by total and irrecoverable use of one limb, the Company will pay the Capital Sum Insured stated in the Schedule against the name of such person.
2. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of the sight of one eye or of one limb by physical separation at or above the wrist or ankle as case may be or of total and irrecoverable use of one limb, the Company will pay fifty percent (50%) of the said Capital Sum Insured.
3. If such injury shall be the sole and direct cause of the Insured Person's temporary total disablement then so long as the Insured Person shall be totally disabled from following his/ her usual employment and attending to business of any kind, the Company will pay one percent (1%) of the said Capital Sum Insured, subject to a maximum of INR.2,500/- (Rupees Two thousand five hundred per week for a period not exceeding 100 weeks).
4. If such injury shall whilst not falling under benefit no.2 under TABLE-B above shall be the sole and direct cause of the Insured Person becoming permanently, totally and absolutely incapacitated from following his/her usual employment and attending to business of any kind then so long as the Insured Person shall be so totally and absolutely incapacitated on satisfactory proof, the Company will pay five percent (5%) of the said Capital Sum Insured per annum for a period not exceeding twenty years but the Company may at its option commute such payments by paying the Insured a lump sum of not exceeding one hundred percent (100%) of the said Capital Sum Insured.

TABLE - C

1. Benefits as per TABLE-B.
2. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable.

<u>INJURY</u>	<u>PERCENTAGE OF CAPITAL SUMINSURED</u>	<u>INJURY</u>	<u>PERCENTAGE OF CAPITAL SUMINSURED</u>
1. Loss of Toes		7. Loss of middle finger	
All	20	Three phalanges	6
Great - both phalanges	5	Two phalanges	4
Great- one phalanges	2	One phalanx	2
Other than great, if more than one toe lost, each toe	1	8. Loss of ring finger	
2. Loss of hearing		Three phalanges	5
Both ears	50	Two phalanges	4
One ear	15	One phalanx	2
3. Loss of thumb and four Fingers of one hand	40	9. Loss of little finger	
4. Loss of four fingers	35	Three phalanges	4
5. Loss of thumb		Two phalanges	3
Both phalanges	25	One phalanx	2
One phalanx	10	10. Loss of metacarpus's	
6. Loss of index finger		First of second(additional)	3
Three phalanges	10	Third, fourth or fifth (additional)	2
Two phalanges	5	11. Any other permanent Partial Disablement	Percentage as assessed by the doctors
one phalanx	4		

ADDITIONAL BENEFIT (APPLICABLE TO ALL TABLES OF BENEFITS)

In the event of death of the Insured Person outside his/her residence, the Company shall reimburse in addition to amount payable under TABLE-A or TABLE-B or TABLE-C, expenses incurred for transportation of Insured Person's dead body to the place of residence subject to a maximum of two point five percent (2.5%) of the Capital Sum Insured or INR.2,500/- (Rupees Two thousand five hundred only) whichever is less.

PROVISIONS

PROVIDED ALWAYS THAT:

1. No claim shall be paid in respect of any or any one accident for more than one of the above benefits without bringing into account any sum or sums paid or payable for any other benefit in respect of the same accident to the same Insured Person.
2. No weekly payment shall become due from the Company under benefit No. 4 TABLE-B until the amount thereof has been

ascertained and agreed. If nevertheless such payments be made, the amount thereof shall be deducted from any lump sum that may become claimable in respect of the same accident.

3. The total sum payable under this policy in respect of any one or more accidents occurring during any one period of this policy shall not exceed in respect of any one Insured Person in all the Capital Sum for which he is insured.
4. The Insured alone or in the case of his death his legal personal representatives shall have the sole and exclusive right of receiving any payment or of enforcing any claim under this policy. Save as aforesaid no person whether specified in the Schedule hereto or not shall acquire any rights whatsoever against the Company under or by virtue of this policy.

EXCLUSIONS

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:

Suicide or attempted suicide whether felonious or not.

1. Disease, self-injury or a deliberate self-exposure to unnecessary danger or
2. Any breach of law by the Insured or the Insured Person.
3. Any breach by the Insured or the Insured Person of any air navigation or airworthiness orders and requirements issued by any competent authorities or
4. The Insured Person being in a state of insanity or under the influence of intoxicating liquor or any drug or
5. The Insured Person flying in an aircraft used for any illegal purpose or engaged or taking part in racing, record attempts, speed trails, acrobatics, aerial seeding or fertilization or crop dusting or spraying, hunting, shooting, herding, fish spotting or any other form of flying involving abnormal hazards or
6. Test flights after construction or reconstruction of the aircraft or
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.
8. Landing on or taking off from unlicensed landing areas unless due to force majeure or covered by special endorsement hereon or.
9. War, invasion, acts of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, martial law, strikes, riots, civil commotions, seizure, capture, arrests, restraints and detentions of all kinds, princes and people of that 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 ionizing radiations or contamination by radioactivity 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 weapons material
11. Pregnancy Exclusion Clause: The insurance under this policy shall not extend to cover death or disablement resulting, directly or indirectly, from pregnancy or its consequence thereof.

DEFINITIONS

"AIRCRAFT" shall be deemed to mean fixed or rotor wing aircraft, seaplanes, flying boats, amphibious aircraft and dirigible airships.

"RECONSTRUCTION" shall be deemed to mean any material alteration in the design or construction of the aircraft or parts thereof or in the type of engine used therein.

"LOSS OF LIMB" means the loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

"PERMANENT" means lasting twelve calendar months and at the expiry of that period beyond hope of improvement.

"TOTAL DISABLEMENT" means disablement which entirely prevents an Insured Person from attending to his/her business or occupation or from attending to his/her usual duties connected with his /her employment.

"PARTIAL DISABLEMENT" means disablement which prevents the Insured Person from attending to a substantial part of his/her business or occupation or from attending to his/her usual duties connected with his/her employment

CONDITIONS

1. Immediate notice by speediest possible means shall be given to the Company of any accident. Irrespective of whether a claim will be made under this policy or not. Such notice shall identify the aircraft and shall briefly state the estimated extent and nature of the injury sustained by the Insured Person. The Insured shall thereafter forward to the Company within 7 days full particulars of the accident in writing and shall cause the injured person to place himself as early as possible under the care of a duly qualified medical practitioner. In the event of the death of Insured Person, notice of such death shall be sent to the Company immediately. In no case shall the Company be liable to pay any claim under this policy unless the medical officer appointed by the Company for the purpose shall be allowed to make any medical or surgical examination of the Insured Person and of any alleged injury within the meaning of this policy when and so often as the same may be required on behalf of the Company and in the event of the death of the Insured Person to make any postmortem examination of the body of such person.
2. Accidental death shall not be presumed by reason only of the disappearance of Insured Person.
3. The Insured shall give immediate notice in writing to the Company of any change of occupation or name of any Insured Person or of any disease, physical defect or infirmity which any Insured Person becomes affected or of any other circumstances which may materially alter or affect the risk and the Company shall not be liable in respect of any claim, directly or indirectly, arising from any such alteration of the circumstances until it shall expressly agree thereto in writing.
4. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this policy shall become void and all claims there under shall be forfeited.
5. This policy shall not be assigned except with the consent of the Company verified by endorsement hereon.
6. No waiver of any of the terms, provisions, exclusions, conditions and endorsements of this policy shall be valid unless made in writing signed by a person duly authorized by the Company so to do.
7. It is also hereby further expressly agreed and declared that If the Company shall disclaim liability to the Insured for any claim here under, 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 court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. It is also hereby further expressly agreed and declared that. If the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject of a suit in a court of law, then claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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.