

AVIATION PERSONAL ACCIDENT (CREW MEMBERS) – COMMERCIAL - POLICY WORDING

WHEREAS the Insured designated in the Schedule hereto has made or caused to be made to INDUSIND GENERAL 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 the 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 any where in the world, Company will pay the Insured as hereunder, mentioned.

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

BENEFITS

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

1. 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.
2. 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 loss of use of two hands or 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 loss of use of one limb, the Company will pay the Capital Sum Insured stated in the Schedule against the name of such person.
3. 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 loss of use of one limb, the Company will pay fifty percent (50%) of the said Capital Sum Insured.
4. 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 Rs.2500/- (Rupees Two thousand five hundred) per week for a period not exceeding 100 weeks.
5. 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.



INJURY	Percentage of Capital Sum Insured
1. Loss of Toes	
All	20
Great- both phalanges	5
Great- one phalanges	2
Other than great, if more than one toe lost, each toe	1
2. Loss of hearing	
Both ears	50
One ear	15
3. Loss of thumb and four fingers of one hand	40
4. Loss of four fingers	35
5. Loss of thumb	
Both phalanges	25
One phalanx	10
6. Loss of index finger	
Three phalanges	10
Two Phalanges	5
One Phalanx	4
7. Loss of middle finger	
Three Phalanges	6
Two Phalanges	4
One Phalanx	2
8. Loss of ring finger	
Three phalanges	5
Two Phalanges	4
One Phalanx	2
9. Loss of little finger	
Three phalanges	4
Two Phalanges	3
One Phalanx	2
10. Loss of Metacarpuses first or second (additional)	3
Third, fourth or fifth (additional)	2
11. Any other permanent partial disablement	Percentage as assessed by the doctors.

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 Rs.2500/- whichever is less.

PROVISIONS

PROVIDED ALWAYS THAT:

- 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.
- 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 :

- (1) Suicide or attempted suicide whether felonious or not.
- (2) Disease, self-injury or a deliberate self-exposure to unnecessary danger.
- (3) Any breach of law by the Insured or the Insured Person.
- (4) Any breach by the Insured or the Insured Person of any air navigation or airworthiness orders and requirements issued by any competent authority.
- (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 trails, acrobatics, aerial seeding or fertilisation or crop dusting or spraying, bunting, shooting, herding, fish spotting or any other form of flying involving abnormal hazards.
- (7) Test flights after construction or reconstruction of the aircraft.
- (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 manoeuvres.
- (9) Landing on or taking off from unlicensed landing areas unless due to force majeure or covered by special endorsement hereon or.
- (10) 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 kings, princes and people of that nation, condition or quality whatsoever.
- (11) 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 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.
- (12) 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 post mortem 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 thereunder 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 authorised by the Company so to do.
7. The Company may cancel this policy at any time by giving the Insured ten days notice in writing of such cancellation addressed at his last known address. In such event, the Company will return to the Insured in respect of the unexpired period a pro-rata portion of the premium.

The policy may be cancelled at any time by the Insured on giving the Company ten days notice in writing and provided no claim has arisen during the period of insurance. The Insured shall be entitled to a return of the premium as per scale listed below.

Period policy has been in force	Amount of refund due to the Insured. (as percentage of annual premium)
Upto one month (30 days)	80 (Eighty)
More than one month and upto 2 months	70 (Seventy)
More than 2 months and upto 3 months	60 (Sixty)
More than 3 months and upto 4 months	50 (Fifty)
More than 4 months and upto 5 months	40 (Forty)
More than 5 months and upto 6 months	30 (Thirty)
More than 6 months and upto 7 months	25 (Twenty five)
More than 7 months and upto 8 months	20 (Twenty)
More than 8 months and upto 9 months	15 (Fifteen)
More than 9 months	No refund

8. 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 thereto 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. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.
9. The Company agrees and undertakes to pay claim subject to the Capital Sum Insured under this policy provided that Company is bound and liable to pay in accordance with the terms and conditions of this policy only and only if a demand or claim on the Company in writing is made within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

ADDRESS & CONTACT DETAILS OF OMBUDSMEN CENTRES

Office of The Governing Body of Insurance Council

(Monitoring Body for Offices of Insurance Ombudsman)

3rd Floor, Jeevan Seva Annexe, Santacruz (West), Mumbai – 400054. Tel no: 26106671/6889.

Email id: inscoun@gbic.co.in

Website: www.gbic.co.in

If you have a grievance, approach the grievance cell of Insurance Company first.

If complaint is not resolved/ not satisfied/not responded for 30 days then You can approach The Office of the Insurance Ombudsman (Bimalokpal) Please visit our website for details to lodge complaint with Ombudsman.

OMBUDSMAN OFFICE			
Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneshwar@cioins.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura


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JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi - 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.



NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddha Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in, on the website of General Insurance Council: www.giccouncil.in, our website www.indusindinsurance.com

