IndusInd GENERAL INSURANCE
FORMERLY RELIANCE GENERAL INSURANCE

LOSS OF LICENCE INSURANCE – COMMERCIAL

ANNEXURE ATTACHED TO THE FORMING PART OF POLICY No. XXXXXXXXXXXXXX

LOSS OF LICENCE INSURANCE

WHEREAS the Insured Person whose 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 Insured Person is required by law to hold in connection with his occupation, has by a proposal and declaration which shall be deemed to be incorporated herein and form the basis of this contact applied to THE INDUSIND GENERAL INSURANCE COMPANY LIMITED (hereinafter called the "Company") for insurance as hereinafter provided and has paid to the Company the annual premium stated in the Schedule.

Now this to certify that subject to the terms, limitations, exceptions and conditions contained herein or endorsed hereon in the event of the Insured Person during the period of insurance (as stated in the Schedule) suffering any bodily injury whatsoever or suffering any illness whatsoever resulting at any time whether during or after the period of insurance (but not beyond a period of one year after the expiry of this insurance)resulting in, in his incapacity (as hereinafter defined) then compensation will be paid to the Insured Person as follows by the Company.

COMPENSATION

Item 1:

In the case of the incapacity causing permanent total disablement otherwise than that due to directly or indirectly to Psychosis psychoneurosis or epilepsy after deduction of any payment made under item 3 or 4 the balance of One Hundred Percent of the Capital sum Insured.

Item 2:

In the case of the incapacity causing permanent total disablement due to psychosis psychoneurosis or epilepsy after deduction of any payment made under Item 3 or 4 the balance of Eighteen percent of the capital sum Insured.

Item 3:

In the case of the incapacity causing Temporary total disablement otherwise than that due directly or indirectly to psychosis psychoneurosis or epilepsy at the rate per calendar month for not more than twenty four months or up to the death or permanent total disablement of the person insured of Two Percent of the capital sum Insured.

Item 4:

In the case of the incapacity causing Temporary Total Disablement due to Psychosis, psychoneurosis or epilepsy at the rate per calendar month for not more than twenty four months or up to the death or permanent total disablement of the person insured One & Half per centum of the capital sum-insured.

Provided that

1. The liability of the insurance company shall be limited to one hundred percent of the capital sum-insured.
2. No compensation shall be payable in respect of the first fifty days of the incapacity for temporary disablement consecutively or in the aggregate in any one year of insurance.

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 the policy issued) of Rs. 10,000.

DEFINITION:

- **Incapacity**

  Any in Capacity causing permanent total disablement or temporary total disablement of the Person insured.
- **Permanent Total Disablement**

  Any disablement due to personal injury or to illness, dieses 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 dieses or disability including natural deterioration of the person insured which is of a temporary nature and entirely prevent him from attending to the occupation.

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IRDAI Registration No. 103 IndusInd General Insurance Company Limited (Formerly known as Reliance General Insurance). An ISO 9001:2015 Certified Company For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6th Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300. Aviation Loss of Licence - Commercial. UIN No.: IRDAN103RP0023V01100001. IGI/MCOM/CO/ALOL-C/PW/Ver. 1.0/210226.

EXCEPTIONS

This Policy does not cover incapacity resulting directly or indirectly from:Any personal injury, illness, disease or disability including natural deterioration existing prior to the inception of this 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 additional exclusion(s).

i. War, whether declared or not, including any enforcement action by or on behalf of the United Nations.
ii. The Insured Person taking part in riots or civil commotions.
iii. Intentional self-injury, suicide or attempted suicide (whether felonious or not) provoked assault, duelling,
iv. Fighting(except in bonafide self defence) or venereal disease.
v. Deliberate exposure of the Insured Person to exceptional danger (except in an attempt to save human life or
vi. Property of any kind) or any criminal act of the Insured Person for which he shall have been convicted upon
vii. Indictment, or personal injury sustained due to the Insured Person being in a state of permanent or
viii. Temporary insanity.
ix. Any personal injury, illness, disease or disability including natural deterioration giving rise or which might
x. Give rise to a claim under any previous permanent total disablement insurance effective through the
xi. Company (whether such personal injury, illness, disease or disability including natural deterioration declared
xii. Or not at the inception of this policy).
xiii. Riding or driving in any kind of a race.
xiv. Chronic alcoholism or the habitual taking of drugs.
xv. The death of the Insured Person.
xvi. a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from or any nuclear waste or
xvii. From the combustion of nuclear fuel.

b) Incapacity which but for the provisions of paragraph (a) above would be covered by this policy and is, directly or indirectly, caused by or contributed to by or arising from ionising 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.

CONDITIONS

The Insured Person shall not be under nineteen or over fifty five years of age at the commencement of this insurance.

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.

The Company agrees and undertakes to indemnify the Insured Person against any loss or any part thereof suffered by the Insured Person not exceeding the sum insured stated against each item or total sum insured stated in the Schedule, as the case may be, under this policy provided the Company is bound and liable to indemnify the Insured Person in accordance with the terms and conditions of this policy only and only if the Insured Person makes a demand or claim on the Company in writing within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

The Insured Person irrevocably authorises (a) the Company 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 purpose) 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 in this connection shall give such further written consent there to as the Medical Officer or Attendant may from time to time require.

The Insured Person shall, if required by the Company submit to an independent medical or surgical examination.

This insurance shall apply whilst the Insured Person is anywhere in the world. Any fraud, misstatement or concealment in the proposal or application, declaration or in any statement given in connection with a proposal or application or in the making of

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any claim hereunder shall render this insurance null and void and all claims hereunder shall be forfeited.

(a) In the event of the Insured Person changing his occupation notification should be given to nearest office of the Company, who shall have the option of reviewing and if they so require of amending the premium terms and conditions of this insurance.

(b) The cover will automatically be terminated as soon as the Insured Person leaves/resigns or terminated from the present employment.

In the event of the Capital Sum being paid to the Insured Person in respect of any incapacity of the Insured Person 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 of premium paid shall be made to the Insured Person.

Immediate notice in writing must be sent to the nearest office of the Company, of any personal injury, illness, disease or disability including natural deterioration of the Insured Person for which compensation might become payable under the insurance and the Insured Person must as early as possible place himself under the care of a duty qualified Medical Practitioner. When a notice is not received within 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 the claim will not be admitted. Furthermore unless within six 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, diseases, or disability including natural deterioration for which compensation might become payable, no claim will be admitted hereunder.

The Company, if it is so desires shall be at liberty to appeal against suspension, restriction or loss of Licence in the name of the Insured Person and to employ its own lawyers to conduct such appeal and the Insured Person 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.

No liability shall attach to the Company hereunder in respect of any claim if the Insured Person is also entitled to compensation under any other policy of insurance insuring the Insured Person against the risk hereby insured (other than any Personal Accident insurance effected by the Insured Person's employers) unless written notice of the existence of that other policy shall have been given to the Company and accepted by the endorsement hereon.

The Company, if it so desires shall be at liberty at its own expense to secure medical treatment to be undergone by the Insured Person which might enable Insured Person to act again in the capacity for which he holds a Licence. The Insured Person shall give all possible assistance to this end.

The insurance protection will cease automatically if the Insured Person loses or terminates his membership of any one of the Aircrew Associations provided that this policy has been obtained by virtue of his membership and through the offices of any such Association.

Any word or expression to which a specific meaning has been attached in this policy shall bear such specific meaning wherever it may appear.

In the case where the Insured Person receives payment for permanent total disablement, the Insured Person undertakes and agrees to inform the Company immediately if the permanent disability is removed and/or the Insured Person's Licence is renewed. In such an event the Company will be entitled to refund of the full amount paid to the Insured Person in respect of permanent disability and the Insured Person agrees to refund the same.

All claims arising under this policy shall become payable at Bombay and the courts at Bombay alone, shall have jurisdiction to decide all disputes and differences.

In the event of settlement of a claim for permanent total disability due to cancellation of the Flying Licence by the Competent Authority, the claimant will:

(a) Surrender to the Company the duly cancelled Flying Licence, which will become the property of the Company.

(b) Submit to the Company a "Letter Of Undertaking" as per standard draft wording of the Company, to the effect that in the event of reinstatement of his licence, the Insured Person will inform the same to the Company and the entire amount of claim received by the claimant will be refunded back to the Company.

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