



## THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001

### PASSENGER FLIGHT INSURANCE

IRDA/NL-HLT/NIA/P-P/V.I/356/13-14

The New India Assurance Co. Ltd., (hereinafter called the Company) having received the premium mentioned in the Schedule hereto hereby undertakes SUBJECT TO THE CONDITIONS ENDORSED HEREON to pay to the Insured named in the Schedule hereto or to his legal personal representative the sums mentioned herein, namely:

#### DEFINITIONS

- 1. ACCIDENT:** An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. INJURY:** Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a MEDICAL PRACTITIONER.
- 3. MEDICAL PRACTITIONER:** A Medical practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
- 4. CONDITION PRECEDENT** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

If the Insured whilst in or entering into or descending from any aircraft owned and/or operated by a regular airline over a scheduled route by which the Insured is travelling as a passenger during the flight specified in the Schedule hereto sustains any bodily Injury caused by violent accidental external and visible means and not directly or indirectly occasioned or contributed to by War, Invasion, Act of Foreign enemy, Hostilities (Whether war be declared or not) Civil War, Mutiny, Rebellion, Revolution, Insurrection, Military or Usurped Power then:

<b>Clause (1)</b>	Should such <u>injury</u> , within twelve calendar months from the occurrence thereof, solely and directly:  a) Cause the death of the Insured, or b) Cause or necessarily result in the loss by physical separation of the whole of  i) both hands or feet ii) one hand and one foot, or iii) one hand or foot and the complete and irrecoverable loss of sight in one eye or	The Capital Sum Insured
-------------------	---	-------------------------

	c) Cause or necessarily result in the complete and irrecoverable loss of sight in both eyes.	
<b>Clause (2)</b>	Should such injury, within twelve calendar months from the occurrence thereof, solely and directly cause or necessarily result in:  a) The loss by physical separation of the whole of one hand or one foot or b) The complete and irrecoverable loss of sight in one eye.	50% of the Capital Sum Insured
<b>Clause (3)</b>	Should such Injury, solely directly and totally disable and prevent the Insured from attending to his business or occupation for the period of such total disablement with a maximum of 100 weeks from the date of the accident at the rate of:	1%of the capital Sum Insured per week max weekly benefit not to Exceed Rs. /-

### CONDITIONS

1. Either of the Capital sums mentioned in Clauses (1) and (2) shall be payable only on delivery of this coupon cancelled and discharged and the Insured shall not be entitled to claim under more than one of the Clauses (1), (2), or (3) in respect of same injury. No weekly compensation shall become payable until the total amount shall have been ascertained and agreed.
2. No compensation under this Insurance shall be payable in respect of death or disablement.
  - a) If the insured is under the influence of intoxicants or suffering from lunacy or insanity.
  - b) If due to disobedience to the instructions of the air craft crew aircraft owners or operators or the agents or servants.
3. **NOTICE OF CLAIM:** Written Notice of any accident shall be given to the Company as soon as possible but in any event within one calendar month of the injury in respect of which the claim is to be made.
4. **ARBITRATION:** If any dispute or difference shall arise as to the quantum to be paid under the 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.

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.

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 award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

### **DISCLAIMER OF CLAIM:**

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 twelve 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 purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. The due observance and the fulfillment of these conditions so far as the nature of them respectively will permit and which conditions are to be read as part of this Insurance, shall be a condition precedent to any liability of the Company under this Insurance.
6. Accidental death of the Insured shall not be presumed by reason of his disappearance.

### **CLAIMS PROCEDURE**

#### Documents required for processing the accident claim

- a) Duly completed claim form
- b) Report of attending medical practitioner either as a separate document or on the reverse of claim form if provision is made thereof
- c) Investigation reports like laboratory test, X-rays and reports essential for confirmation of the injury,
- d) Police reports, wherever necessary
- e) Medical bill corresponding to medical practitioner prescription where medical extension is granted.

**Note:** Vitamins and tonics are deemed medicines ONLY if prescribed by the medical practitioner, as a part of treatment.

In case of fatal accident cases the following documents need to be scrutinized.

- i) Death certificate
- ii) Post-mortem report
- iii) Coroner's report
- iv) Inquest report } wherever necessary / applicable

7. **GRIEVANCE REDRESSAL:** In the event of Insured has any grievance relating to the insurance, You may contact any of the Grievance Cells at Regional Offices of the Company or Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office falls.
8. **PERIOD OF INSURANCE:** This insurance is not valid for more than one journey in respect of any one Insured Person.

ASSIGNMENT

I \_\_\_\_\_ do hereby assign the moneys payable by The New India Assurance Co. Ltd., in the event of my death to MR/MS.

(Name) my, \_\_\_\_\_ (relation to the insured) and I further declare that in the event of death of the Assignee named herein all benefits shall become payable to the children named in the policy and I further declare that his/her/their receipt shall be sufficient discharge to the Company.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ at \_\_\_\_\_.

Witness:

Name & Address:

\_\_\_\_\_

Signature of the Insured

**N.B.** Insurance is the subject matter of solicitation.