



## **The Oriental Insurance Company Limited**

Head Office: A 25/27, Asaf Ali Road, New Delhi -110002

### **"PASSENGER FLIGHT INSURANCE COUPON: PROPOSAL FORM CUM POLICY WORDINGS"**

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

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 :

#### Clause (1)

Should such injury, 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 of one eye or
- (c) Cause or necessarily result in the complete and irrecoverable loss of sight of both eyes.

#### Clause (2)

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 of one eye.

#### Clause (3)

Should such injury, solely, directly and totally disable and prevent the Insured from attending to his business or occupation, compensation for the period of such total disablement with a maximum of 100 weeks from the date of the accident at the rate of:

## **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 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 India or council for Indian Medicine or 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 license.*

## **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 their agents or servants.
- 3) 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) If any 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 an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitrations Act 1996, as amended from time to time and for the time being in force. In case either party shall refuse or failed to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be refer to the decision of umpire who shall have been appointed by them in writing before entering on the reference and whom shall sit with the arbitrators and preside at their meetings.

It is clearly agreed & 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.

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

It is also hereby 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.

7) This coupon is valid for the flight(s) specified in the Schedule or 24 Hours from the departure time of the Flight whichever is completed earlier.

**PREMIUM REVISION CLAUSE**

*The above rates are valid for a period of 1 year only. The company may revise the premium rates and / or the terms & conditions of the policy upon renewal thereof as per the IRDA guidelines prevailing at that time.*

**SCHEDULE**

NAME OF INSURED	
AGE	
ADDRESS	
NAME OF ASSIGNEE	
AGE	
RELATIONSHIP *PLEASE ALSO FILL "NOMINATION" DECLARATION GIVEN BELOW.	
FLIGHT NO.	
DATE OF FLIGHT	
AIRLINES	
CAPITAL SUM INSURED(Rs)	
PREMIUM (Rs)	
DATE OF ISSUE	

**SIGNATURE OF THE INSURED**

**FOR THE ORIENTAL  
INSURANCE CO LTD**

**AUTHORISED PERSON**

**NOTE:** Issuing Agents are strictly prohibited from making alterations or corrections in respect of sum insured and premium.

This Coupon shall not be valid until the original and 2 copies have been signed in ink or indelible pencil by the Insured and an authorized official or Agent of the Company.

THIS INSURANCE IS NOT VALID FOR MORE THAN Rs. \_\_\_\_\_ IN RESPECT OF ANY ONE INSURED.

**NOMINATION**

I \_\_\_\_\_ do hereby *nominate* the moneys payable in the event of my death by The Oriental Insurance Co. Ltd., to MR/MS. \_\_\_\_\_ my, \_\_\_\_\_ 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.**