

**AVIATION INSURANCE  
POLICY WORDINGS**

**AIRPORT OWNERS AND OPERATORS LIABILITY INSURANCE**

The Insurer hereby agrees to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgment be adjudged to pay up to but not exceeding the amounts specified in the Schedule, to any person or persons as damages

- (a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury) or
- (b) for loss of or damage to property of others (hereinafter referred to as property damage) caused by accident occurring during the period mentioned in the Schedule and arising out of the hazards set forth in Sections 1, 2 and 3 below.

**SECTION 1**

Bodily injury or property damage

- (a) in or about the premises specified in the Schedule, as a direct result of the services granted by the Insured
- (b) elsewhere in the course of any work or of the performance of any duties carried out by the Insured or his employees in connection with the business or operations specified in the Schedule

caused by the fault or negligence of the Insured or any of his employees engaged in the Insured's business or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business.

**THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:**

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Insured or any servant of the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the premises specified in the Schedule.
2. Bodily injury or property damage caused by
  - (a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.
  - (b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is

otherwise granted under Section 2 of this Policy, whether such Section is insured hereunder or not.

3. Bodily injury or property damage arising out of any Air meet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Insurers.
4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways, or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Insurers.
5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Insured or his employees after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the premises specified in the Schedule.

## **SECTION 2**

Loss of or damage to Aircraft or Aircraft equipment, not owned, rented or leased by the Insured, whilst on the ground in the care, custody or control of or whilst being serviced, handled or maintained by the Insured or any servant of the Insured.

### **THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:**

- (a) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.
- (b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to the Insured.
- (c) Loss of or damage to any Aircraft while in flight as defined.

## **SECTION 3**

Bodily injury or property damage arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees, but only in respect of such goods or products which form part of or are used in conjunction with aircraft, and then only after such goods or products have ceased to be in the possession or under the control of the Insured.

### **THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:**

- (a) Damage to the property of the Insured or to property within his care, custody or control.
- (b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.

- (c) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom.
- (d) Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

#### **EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY**

1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or any similar law.
2. THIS POLICY DOES NOT COVER the cost of making good any faulty workmanship for which the Insured, his employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
3. THIS POLICY DOES NOT COVER liability assumed by the Insured by Agreement under any Contract unless such liability would have attached to the Insured even in the absence of such Agreement.
4. THIS POLICY DOES NOT COVER liability of the Insured directly or indirectly occasioned by, happening through or in consequence of War, invasions, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
5. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Insurers.
6. Each section of this Policy excludes liability which is or would be covered under any other section of the Policy, whether such other section is insured hereunder or not.
7. This Policy is subject to the attached Nuclear Risks Exclusion Clause.

#### **PAYMENT OF COSTS**

In addition to the limits set out in the Schedule, Insurers will pay all legal and other costs incurred with their consent in the defence of any claim made against the Insured,

#### **PROVIDED THAT**

In the event of their requiring any claim to be contested

- (a) If the claim be successfully resisted by the Insured the Insurers will pay all costs, charges and expenses incurred by the Insured in connection therewith up to but not exceeding the sum insured under this Policy.

- (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Insurers to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Policy bears to the amount paid to dispose of the claim.

## **DEFINITIONS**

1. **ACCIDENT.** The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
2. **FLIGHT.** The term "in flight" means the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run.

## **GENERAL CONDITIONS**

1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to Insurers as soon as possible after same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.
2. All notices as specified above shall be given by the Insured to the person(s) or firm named for the purpose in the Schedule.
3. If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Insurers shall be limited to their rateable proportion of such claim.
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 hereunder shall be forfeited.
5. This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided 15 days notice in writing be given (Where 15 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefor).

If the Policy shall be cancelled by the Insured the Insurers shall retain the earned premium hereon for the period that this Policy has been in force calculated in accordance with the basis in the Schedule, or the short rate proportion of the minimum premium, calculated in accordance with the customary scale whichever is the greater.

If the Policy shall be cancelled by Insurers they shall retain the earned premium hereon for the period that this Policy has been in force, calculated in accordance with the basis in the Schedule or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

6. It is a condition precedent to the right of the Insured to be indemnified under this Insurance that
  - (a) If after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately.

- (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.
  - (c) The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.
  - (d) The Insured shall comply with all International and Government Regulations and Civil Instructions.
7. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Policy.

### **ARIEL FUELLING LIABILITY INSURANCE POLICY**

Insurer hereby agrees to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgement be adjudged to pay up to but not exceeding the amounts specified in the Schedule, to any person or persons as damages

- (a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury) or
- (b) for loss of or damage to property of others (hereinafter referred to as property damage)

caused by accident occurring during the period mentioned in the Schedule and arising out of Insured's business as suppliers of Aviation fuel including the fuelling and/or refuelling of aircraft at the locations set forth in the Schedule.

#### **This Policy does not cover:**

1. Liability for loss of or damage to property of the Insured or property in the care custody or control of the Insured other than Aircraft of others while being fuelled or defuelled by the Insured.
2. Bodily injury or property damage caused by:-
  - (a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such as manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.
  - (b) any Ships, Vessels, Craft or Aircraft owned, chartered used or operated by or on account of the Insured.
3. Liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law or any similar law.
4. Liability assumed by the Insured by Agreement under any Contract unless such liability would have attached to the Insured even in the absence of such Agreement.
5. Liability of the Insured directly or indirectly occasioned by, happening through or in consequence of War, invasions, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
6. This Policy is subject to the attached Radioactive Contamination exclusion clause

#### **Payment of Costs:**

In addition to the limits set out in the Schedule, Insurers will pay all legal and other costs incurred with their consent in the defence of any claim made against the Insured,

**PROVIDED THAT**

in the event of their requiring any claim to be contested

- (a) If the claim be successfully resisted by the Insured the Insurers will pay all costs, charges and expenses incurred by the Insured in connection therewith up to but not exceeding the sum insured under this Policy.
- (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Insurers to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Policy bears to the amount paid to dispose of the claim.

**Definition:**

**ACCIDENT.** The word 'accident' shall be understood to mean an accident or series of accidents arising out of one event or occurrence.

**General Conditions:**

1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to the Insurers as soon as possible after same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.
2. All notices as specified above shall be given by the Insured to the person(s) or firm named for the purpose in the Schedule.
3. If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Insurers shall be limited to their rateable proportion of such claim.
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 hereunder shall be forfeited.
5. This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided 15 days notice in writing be given. (Where 15 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefor.)

If the Policy shall be cancelled by the Insured the Insurers shall retain the earned premium hereon for the period that this Policy has been in force calculated in accordance with the basis in the Schedule, or the short rate proportion of the minimum premium calculated in accordance with the customary scale whichever is the greater.

If the Policy shall be cancelled by Insurers they shall retain the earned premium hereon for the period that this Policy has been in force, calculated in accordance with the basis in the Schedule or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

6. It is a condition precedent to the right of the Insured to be indemnified under this Insurance that
- (a) If after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately.
  - (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.
  - (c) The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.
  - (d) The Insured shall comply with all International and Government Regulations and Civil Instructions.

#### **NUCLEAR RISKS EXCLUSION CLAUSE**

- (1) This Policy does not cover:
- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from:
- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:
- (i) depleted uranium and natural uranium in any form;
  - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:



- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
  - (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
  - (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u>	<u>Maximum permissible level of non-fixed radioactive surface contamination</u> (Averaged over 300cm <sup>2</sup> )
<b><u>(IAEA Health and Safety Regulations)</u></b>	
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

- (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN 38B

**NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE**

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
  - (a) claims excluded by Paragraph 1 or
  - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
  - (i) damages awarded against the Insured and
  - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN 46B

**WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)**

This Policy does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

AVN 48B

## **AIRCRAFT HULL AND LIABILITY POLICY**

**Headings and marginal captions are inserted for the purpose of convenient reference only and are not to be deemed part of this Policy.**

**Certain words and phrases used in this Policy have special meanings which can be found in Section IV(D) Definitions.**

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

### **SECTION I - LOSS OF OR DAMAGE TO AIRCRAFT**

#### **1. Coverage**

1. The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for sixty days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part 2(5) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).
2. If the Aircraft is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part 2(5) of the Schedule.

#### **2. Exclusions applicable to this Section only**

The Insurers shall not be liable for

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|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Wear and Tear,<br>Breakdown | <ol style="list-style-type: none"><li>1. wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit;</li><li>2. damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.</li></ol> |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

HOWEVER accidental loss of or damage to the Aircraft consequent upon 2(a) or (b) above is covered under paragraph 1 (a) above.

#### **3. Conditions applicable to this Section only**

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|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Dismantling Transport<br>and Repairs | <ol style="list-style-type: none"><li>1. If the Aircraft is damaged<ol style="list-style-type: none"><li>i. no dismantling or repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;</li><li>ii. the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured.</li></ol></li></ol> |
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|---------------------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Payment<br>Replacement                      | or | <p>2. If the Insurers exercise their option to pay for or replace the Aircraft</p> <ul style="list-style-type: none"> <li>i. the Insurers may take the Aircraft (together with all documents of record, registration and title thereto) as salvage;</li> <li>ii. the cover afforded by this Section is terminated in respect of the Aircraft even if the Aircraft is retained by the Insured for valuable consideration or otherwise;</li> <li>iii. the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.</li> </ul> |
| Amounts to be<br>deducted from the<br>claim |    | <p>3. Except where the Insurers exercise their option to pay for or replace the Aircraft, there shall be deducted from the claim under paragraph 1(a) of this Section:-</p> <ul style="list-style-type: none"> <li>i. the amount specified in Part 6(B) of the Schedule and</li> <li>ii. such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.</li> </ul>                                                                                                                                                                    |
| No Abandonment                              |    | <p>4. Unless the Insurers elect to take the Aircraft as salvage the Aircraft shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.</p>                                                                                                                                                                                                                                                                                                                                                                                                        |
| Other Insurance                             |    | <p>5. <b>No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.</b></p>                                                                                                                                                                                                                                                                                                                          |

## **SECTION II - LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)**

### **1. Coverage**

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.

### **2. Exclusions applicable to this Section only**

The Insurers shall not be liable for

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|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employees and Others                 | a. injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured; |
| Operational Crew                     | b. injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;                                                             |
| Passengers                           | c. injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;                                                                                   |
| Property                             | d. loss of or damage to any property belonging to or in the care, custody or control of the Insured;                                                                                                           |
| Noise and Pollution and Other Perils | e. claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.                                                                                                                      |

### 3. Limit of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amount stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

## **SECTION III - LEGAL LIABILITY TO PASSENGERS**

### 1. Coverage

The Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of

- a. accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft and
- b. loss of or damage to baggage and personal articles of passengers arising out of an Accident to the Aircraft.

### **Provided always that**

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|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Documentary<br>Precautions | i. before a passenger boards the Aircraft the Insured shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law; |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- ii. if the measures referred to in proviso (i) above include the issue of a passenger ticket/baggage check, the same shall be delivered correctly completed to the passenger a reasonable time before the passenger boards the Aircraft.

Effect of Non-Compliance **of In the event of failure to comply with proviso (i) or (ii) the liability of the Insurers under this Section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with.**

## 2. Exclusions applicable to this Section only

The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any

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|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employees and Others | 1. (a) director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured; |
| Operational Crew     | 2. member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft.                                                                 |

## 3. Limits of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

## SECTION IV

### (A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply:-

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|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Illegal Uses                       | 1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in Part 3 of the Schedule and as defined in the Definitions.                                  |
| Geographical Limits                | 2. Whilst the Aircraft is outside the geographical limits stated in Part 5 of the Schedule unless due to force majeure.                                                                               |
| Pilots                             | 3. Whilst the Aircraft is being piloted by any person other than as stated in Part 4 of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose. |
| Transportation by other Conveyance | 4. Whilst the Aircraft is being transported by any means of conveyance except by other as the result of an Accident giving rise to a claim under Section I of this Policy.                            |

- |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Landing and<br>Take-off<br>Areas        | 5. Whilst the Aircraft is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the Aircraft except as a result of force majeure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Contractual<br>Liability                | 6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Number of<br>Passengers                 | 7. Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in Part 2(4) of the Schedule.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Non-<br>Contribution                    | 8. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Nuclear Risks                           | 9. To claims excluded by the attached Nuclear Risks Exclusion Clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| War, Hi-<br>jacking and<br>Other Perils | <p>10. To claims caused by</p> <ol style="list-style-type: none"> <li>a. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.</li> <li>b. Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.</li> <li>c. Strikes, riots, civil commotions or labour disturbances.</li> <li>d. Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.</li> <li>e. Any malicious act or act of sabotage.</li> <li>f. Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.</li> <li>g. Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.</li> </ol> |

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).



**(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS**

**It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Policy.**

- |                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Due Diligence                               | 1. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Compliance with Air Navigation Orders, etc. | 2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft and shall ensure that <ol style="list-style-type: none"><li>a. the Aircraft is airworthy at the commencement of each Flight;</li><li>b. all Log Books and other records in connection with the Aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their Agents on request;</li><li>c. the employees and agents of the Insured comply with such orders and requirements.</li></ol> |
| Claims Procedure                            | 3. Immediate notice of any event likely to give rise to a claim under this Policy shall be given as stated in Part 8 of the Schedule. In all cases the Insured shall <ol style="list-style-type: none"><li>a. furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;</li><li>b. give notice of any impending prosecution;</li><li>c. render such further information and assistance as the Insurers may reasonably require;</li><li>d. not act in any way to the detriment or prejudice of the interest of the Insurers.</li></ol>                                        |

**The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.**

**(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

- |                |                                                                                                                                                                                                                                    |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Claims Control | 1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim. |
| Subrogation    | 2. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured                                                                     |

who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

- |                             |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Variation in Risk           | in  | 3. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.                                                                                                                                                             |
| Cancellation                | 4.  | This Policy may be cancelled by either the Insurers or the Insured giving 10 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Policy. If cancelled by the Insured a return of premium shall be at the discretion of the Insurers. There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Policy. |
| Assignment                  | 5.  | This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.                                                                                                                                                                                                                                                                                                                                                  |
| Not Marine Insurance        | 6.  | This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.                                                                                                                                                                                                                                                                                                                                                      |
| Arbitration                 | 7.  | This Policy shall be construed in accordance with English Law and any dispute or difference between the Insured and the Insurers shall be submitted to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force.                                                                                                                                                                                                           |
| Two or More Aircraft        | 8.  | When two or more Aircraft are insured hereunder the terms of this Policy apply separately to each.                                                                                                                                                                                                                                                                                                                                                                             |
| Limit(s) of Indemnity       | 9.  | Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Policy.                                                                                                                                                                                                                                    |
| False and Fraudulent Claims | 10. | 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 hereunder shall be forfeited.                                                                                                                                                                                                                                                                                       |

#### **(D) DEFINITIONS**

1. "ACCIDENT" means any one accident or series of accidents arising out of one event.
2. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.

3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.
4. "OVERHAUL COST" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.
5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
6. "BUSINESS" means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
8. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured. Rental for any other purpose is NOT insured under this Policy unless specifically declared to Insurers and the detail of such use(s) stated in Part 3 of the Schedule under SPECIAL RENTAL USES.  
  
Definitions 5, 6, 7 and 8 constitute Standard Uses and do not include instruction, aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated in Part 3 of the Schedule under SPECIAL USES.
9. "FLIGHT" means from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
10. "TAXIING" means movement of the Aircraft under its own power other than in Flight as defined above. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
11. "MOORED" means, in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined above, and includes the risks of launching and hauling up.
12. "GROUND" means whilst the Aircraft is not in Flight or Taxiing or Moored as defined above.
13. "INSURER" means Future Generali India Insurance Company Limited

## **AVN 98 PRODUCTS**

The Insurers, in consideration of the payment of premium and in reliance upon the information provided by the Insured to the Insurers and subject to the terms, conditions, limitations and exclusions of this Policy, agree as follows:

### **SECTION ONE: AVIATION PRODUCTS AND GROUNDING LIABILITY INSURANCE**

#### **COVERAGE A - AVIATION PRODUCTS LIABILITY**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence arising out of the Products Hazard.

#### **Exclusions Applicable to Coverage A**

This Coverage A does not apply to:

- (A) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (B) loss of use of any Aircraft which has not been damaged or destroyed.
- (C) legal liability imposed upon the Insured solely by reason of the Insured's ownership of an Aviation Product.
- (D) legal liability arising from any restriction on or withdrawal from use of an Aviation Product not actually involved in an Occurrence.
- (E) Property Damage to
  - (i) any Space Vehicle or Satellite or any Aviation Product forming a part of such Space Vehicle or Satellite whether partially or wholly completed nor to any expenses incurred incidental to or resulting from the replacement or repair of such Space Vehicle or Satellite and
  - (ii) any Space Vehicle or Satellite belonging to a third party whether partially or wholly completed after such Space Vehicle or Satellite has been delivered to a launch site, but this exclusion shall not apply if such Property Damage is caused by an Aircraft or an Aviation Product forming a part of such Aircraft.
- (F) Property Damage to any Launch Vehicle or any Aviation Product forming a part of such Launch Vehicle or to any expenses incurred incidental to or resulting from the replacement or repair of such Launch Vehicle, but this exclusion shall not apply if such Property Damage is caused by an Aircraft or an Aviation Product forming part of such Aircraft.

#### **COVERAGE B - GROUNDING LIABILITY**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for the loss of use of completed Aircraft, occurring after delivery to and acceptance by

a purchaser or purchasers or operator or operators of such Aircraft for flight operations, and caused by a Grounding resulting from an Occurrence arising out of the Products Hazard.

#### **Exclusions Applicable to Coverage B**

This Coverage B does not apply to:

- (A) loss of use of any Aircraft occurring during maintenance, routine overhaul or alteration, or whilst being modified for purposes other than those relating to Grounding.
- (B) loss of use of any Military Aircraft.
- (C) loss of use of any Space Vehicle, Satellite or Launch Vehicle.
- (D) any Aircraft after it is designated by the Prime Manufacturer or required by the direction of the Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority to be removed from all flight operations due to its certificate of airworthiness being withdrawn by reason of the Aircraft's safe operational life having been reached or exceeded.

#### **PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage or loss of use even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
  - (i) Costs and expenses incurred in the defence of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section. However, the Insurers shall not be obligated to defend any suit or pay any costs, expenses and premiums incurred after the aggregate Limit of Liability under this Section has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurers.

#### **EXCLUSIONS APPLICABLE TO COVERAGES A AND B**

This Section does not apply to:

- (A) legal liability arising from the handling or use of any Aviation Product Owned by or loaned to the Insured or, except with respect to Grounding coverage, whilst such Aviation Product is in the possession or under the control of the Insured.
- (B) Property Damage to property owned by, rented, leased, occupied or used by or in the care, custody or control of the Insured at the time of the Occurrence except with respect to a completed Aircraft temporarily returned to the Insured for modification or repair or whilst being flown by aircrew of the Insured after acceptance by a purchaser or lessee.
- (C) loss of use of any Aircraft:
  - (i) caused by the culpable failure of the Insured to perform any obligation with respect to making available or delivering an Aviation Product to the purchaser or operator of such Aircraft.
  - (ii) occurring during the period that the Insured does not use reasonable diligence to find and eliminate the cause of the loss of use.
- (D) legal liability for the cost or expense of the Insured for the inspection, repair, alteration, modification, replacement of or for work completed by or on behalf of the Insured to an Aviation Product or any property of which it forms part by reason of a defect or deficiency known or suspected to exist in an Aviation Product not actually involved in an Occurrence.
- (E) any liability for Property Damage to any property of any government which in the absence of this insurance is assumed by any government under any contract or agreement or otherwise, nor does the premium for this insurance contemplate such coverage.

## DEFINITIONS

Wherever used in this Section the following terms apply:

- (A) **Aircraft:** Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/hovercraft, lighter-than-air aircraft and helicopters.
- (B) **Aviation Product:** Aviation Product means a completed Aircraft or Space Vehicle or Satellite and any article forming part thereof, or supplied for installation in, or for use in connection with, or for spare parts for, an Aircraft or Space Vehicle or Satellite including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft or Space Vehicle or Satellite.
- (C) **Bodily Injury:** Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.
- (D) **Grounding:** Grounding means the complete and continuous withdrawal from all flight operations at or about the same time of one or more Aircraft due to a mandatory order of the Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority, because of an existing, alleged or suspected like defect, fault or condition affecting the safe operation of two or more like Aircraft and which results from an Occurrence.

A Grounding shall be deemed to commence from the date on which the first such order becomes effective following an Occurrence during the Policy Period and to continue until the date on which the last such order relating to the same existing, alleged or suspected like defect, fault or condition is withdrawn or becomes ineffective.

Such Grounding shall be deemed to fall in the Policy Period of the Occurrence which exposed such defect, fault or condition.

- (E) **Insured:** Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.
- (F) **Launch Vehicle:** Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.
- (G) **Military Aircraft:** Military Aircraft means an Aircraft owned by or used by or in the possession of the armed services of any government provided that Aircraft leased or chartered to the armed services of any government shall be deemed not to be Military Aircraft.
- (H) **Missile:** Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.

After the arrival of a Missile at a launching site, such Missile shall be deemed not to be Owned by, loaned to, in the possession or control of or in flight by the Insured.

When the Insured removes a Missile from a launching site or recovers a Missile, after completion of its flight, for the purpose of returning it to the Insured's premises other than a launching site, such Missile shall be deemed to be in the possession or control of the Insured until such Missile again arrives at a launching site or the Insured surrenders possession of such Missile to a person or organisation who is not an Insured under this Section.

- (I) **Occurrence:** Occurrence means an accident or incident (other than a Grounding) or a continuous or repeated exposure to conditions occurring during the Policy Period which arises out of the Products Hazard and causes Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.
- (J) **Owned by:** An Aviation Product to which the Insured has retained title under a conditional sales contract, lease contract, chattel mortgage or similar lien, shall be deemed not to be Owned by the Insured.
- (K) **Prime Manufacturer:** Prime Manufacturer means any manufacturer which sells its Aviation Product directly to and/or enters into a contract of sale with an Aircraft purchaser.
- (L) **Products Hazard:** Products Hazard means the handling or use of (other than by the Insured) or the existence of any condition in an Aviation Product provided, as regards Coverage A - Aviation Products Liability - such Aviation Product has ceased to be in the

possession or under the control of the Insured; nevertheless it is understood and agreed that the indemnity provided by this Section shall not be invalidated when a completed Aircraft is temporarily returned to the Insured for modification or repair or whilst being flown by aircrew of the Insured after acceptance by a purchaser or lessee.

- (M) **Property Damage:** Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.
- (N) **Space Vehicle or Satellite:** Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.
- (O) **Turnover:** Turnover means the sale price of the Aviation Product(s) delivered during the Policy Period.
- (P) **Insurer :** Insurer means Future Generali India Insurance Company Limited

## **CONDITION**

### **Knowledge and Consent Clause**

In the event that an Aviation Product, sold as such and declared within the Turnover of this Section, is used for non-aviation purposes without the actual knowledge and consent of the Insured, the coverage provided by this Section shall not be invalidated and shall remain in full force and effect for any such product.



## **SECTION TWO**

### **WORKING PARTIES LIABILITY INSURANCE**

**This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence arising in the course of any work or the performance of any duties carried out by or on behalf of the Insured in connection with the Insured's business or operations away from the Insured's premises in connection with any Aircraft Product including liability for Property Damage to such Aircraft Product.

### **PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
  - (i) Costs and expenses incurred in the defence of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

### **EXCLUSIONS**

This Section does not apply to:

- (A) Property Damage to property in the care, custody and control of the Insured whilst on premises owned or occupied by the Insured.
- (B) Property Damage to property owned by, rented to or leased by the Insured.
- (C) Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after such goods or products have ceased to be in the possession or under the control of the Insured.

- (D) the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- (E) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (F) liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.

In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:

- (i) if there is no such applicable law;
- (ii) to the liability of the Insured to pay an amount which is excess of:
  - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
  - b) the limit of liability of the insurance policy effected by the Insured insuring such liabilitywhichever is the greater.
- (G) Property Damage to any Space Vehicle or Satellite arising out of or in the course of any work thereon.
- (H) Property Damage to any Launch Vehicle arising out of or in the course of any work thereon.

## DEFINITIONS

Wherever used in this Section the following terms apply:

- (A) **Aircraft:** Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/hovercraft, lighter-than-air aircraft and helicopters.
- (B) **Aircraft Product:** Aircraft Product means a completed Aircraft and any article forming part thereof, or supplied for installation in, or for use in connection with, or for spare parts for an Aircraft including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft.
- (C) **Bodily Injury:** Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.
- (D) **Insured:** Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

- (E) **Launch Vehicle:** Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.
- (F) **Missile:** Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.
- (G) **Occurrence:** Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.
- (H) **Property Damage:** Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.
- (I) **Space Vehicle or Satellite:** Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.

## CONDITIONS

### (A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

### (B) Reasonable Care

The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.

### (C) Compliance

The Insured shall comply with all applicable international and government regulations and civil instructions.

### **SECTION THREE**

#### **AIRCRAFT THIRD PARTY AND PASSENGER LIABILITY INSURANCE**

**This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence and arising out of the operation:

- (I) by the Insured of aircraft as detailed in the Schedule of Aircraft, Pilots and Purposes of Use.
- (II) of other aircraft which the Insured may charter or hire during the Policy Period; always provided that the Insured:
  - (i) Has no interest in the aircraft as owner in whole or in part.
  - (ii) Exercises no part in the servicing or maintenance of the aircraft.
  - (iii) Declares to Insurers for their agreement details of such charter/hire prior to operation.

#### **PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
  - (i) Costs and expenses incurred in the defence of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

#### **EXCLUSIONS**

This Section does not apply:

- (A) to Property Damage to property owned by, rented to or leased by the Insured.

- (B) whilst the aircraft is being used with the knowledge and consent of the Insured for any illegal purpose or whilst any aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use is used for any purpose other than that stated therein.
- (C) whilst an aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use is being piloted by any person other than as stated therein. However this exclusion shall be deemed not to apply to the taxiing of aircraft by an authorised engineer other than for the purpose of flight.
- (D) whilst the total number of passengers being carried in an aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use exceeds the maximum seating capacity of the aircraft, as stated therein.
- (E) whilst the total number of passengers being carried in an aircraft chartered or hired by the Insured and to which clause (II) of this section applies exceeds any maximum seating capacity agreed by Insurers at the time the charter/hire of such aircraft is declared to Insurers in compliance with clause (II) (iii) of this Section.
- (F) to any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (G) in respect of aircraft chartered or hired by the Insured and to which clause (II) of this Section applies:
  - (a) to liability arising out of any product manufactured, sold, handled or distributed by the Insured
  - (b) to liability for Property Damage to the aircraft
  - (c) when the aircraft is used by the Insured for hire and reward.
  - (d) to any liability arising out of the financial default, liquidation or insolvency of the operator's insurers.

## DEFINITIONS

Wherever used in this Section the following terms apply:

- (A) **Bodily Injury:** Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.
- (B) **Flight:** Flight means the time commencing with the actual take-off run of the aircraft and continuing thereafter until it has completed its landing run. With respect to helicopters Flight shall be deemed to mean whilst the rotors are in motion.
- (C) **Insured:** Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof and any aircrew member while acting within the scope of their duties as such.

Notwithstanding the foregoing any aircrew member of an aircraft wet leased to the Insured shall be deemed not to be an Insured.

- (D) **Occurrence:** Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury

or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

- (E) **Property Damage:** Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

## CONDITIONS

### (A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

### (B) Two or More Aircraft

When two or more aircraft are insured under this Section the terms hereof apply separately to each.

### (C) Compliance with Air Navigation and Airworthiness Orders (applicable to aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use or operated by the Insured)

The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the aircraft and shall ensure that

- (a) the aircraft is airworthy at the commencement of each Flight
- (b) all log books and other records in connection with the aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their agents on request
- (c) the employees and agents of the Insured comply with such orders and requirements.

## **SECTION FOUR**

### **AIRPORT LIABILITY INSURANCE**

**This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence in or about the airport(s) detailed in the Schedule and arising as a direct result of the services granted by the Insured, caused by the fault or negligence of the Insured or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business as airport owners or operators.

### **PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A)** Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B)** Pay the following:
  - (i) Costs and expenses incurred in the defence of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

### **EXCLUSIONS**

This Section does not apply to:

- (A)** Property Damage to property owned by, rented to, leased or occupied by, whilst being handled, serviced or maintained by the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the airport(s) specified in the Schedule.
- (B)** Bodily Injury or Property Damage caused by any ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of the Insured.
- (C)** liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.

In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:

- (i) if there is no such applicable law;
  - (ii) to the liability of the Insured to pay an amount which is excess of:
    - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
    - b) the limit of liability of the insurance policy effected by the Insured insuring such liabilitywhichever is the greater.
- (D) Bodily Injury or Property Damage arising out of any airmeet, air race or air show or any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurers.
- (E) Bodily Injury or Property Damage arising out of the construction of, demolition of or alterations to buildings, runways or installations by the Insured or their contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Insurers.
- (F) Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food and drink at the airport(s) specified in the Schedule.
- (G) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (H) liability arising out of the operation of an airfield control tower unless previously agreed by the Insurers.
- (I) the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

## DEFINITIONS

Wherever used in this Section the following terms apply:

- (A) **Bodily Injury:** Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.
- (B) **Insured:** Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.
- (C) **Occurrence:** Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury



or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

- (D) **Property Damage:** Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

## **CONDITIONS**

(A) **Cancellation**

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

(B) **Reasonable Care**

The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.

(C) **Compliance**

The Insured shall comply with all applicable international and government regulations and civil instructions.

## SECTION FIVE

### AVIATION PREMISES AND HANGARKEEPERS' LIABILITY INSURANCE

**This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence and arising out of the hazards set forth in Coverages A and B below.

#### COVERAGE A – AVIATION PREMISES LIABILITY

Bodily Injury or Property Damage occurring in or about the Insured's aviation premises as a direct result of the services granted by the Insured, caused by the fault or negligence of the Insured or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's aviation business.

#### Exclusions Applicable to Coverage A

This Coverage A does not apply to:

- (A) Property Damage to property owned by, rented to, leased or occupied by, whilst being handled, serviced or maintained by the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the Insured's premises.
- (B) Bodily Injury or Property Damage caused by any ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are On the Ground and for which indemnity is otherwise granted under Coverage B.
- (C) liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.

In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:

- (i) if there is no such applicable law;
- (ii) to the liability of the Insured to pay an amount which is excess of:
  - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
  - b) the limit of liability of the insurance policy effected by the Insured insuring such liabilitywhichever is the greater.
- (D) Bodily Injury or Property Damage arising out of any airmeet, air race, or air show or any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurers.

- (E) Bodily Injury or Property Damage arising out of the construction of, demolition of or alterations to buildings, runways or installations by the Insured or their contractors or sub-

contractors (other than normal maintenance operations) unless previously agreed by the Insurers.

- (F) Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the Insured's premises.
- (G) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (H) liability arising out of the operation of an airfield control tower unless previously agreed by the Insurers.

### **COVERAGE B - HANGARKEEPERS LIABILITY**

Property Damage to aircraft or aircraft equipment not owned, rented or leased by or loaned to the Insured occurring whilst in Flight or On the Ground in the care, custody or control of or whilst being serviced, handled or maintained by the Insured.

#### **Exclusions applicable to Coverage B**

This Coverage B does not apply to:

- (A) Property Damage to robes, wearing apparel, personal effects or merchandise of any description.
- (B) Property Damage to aircraft or aircraft equipment, owned, rented or leased by or loaned to the Insured.

### **PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
  - (i) Costs and expenses incurred in the defence of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

## **EXCLUSION APPLICABLE TO COVERAGES A AND B**

This Section does not apply to the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

## **DEFINITIONS**

Wherever used in this Section the following terms apply:

- (A) **Bodily Injury:** Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.
- (B) **Flight:** Flight means the time commencing with the actual take-off run of the aircraft and continuing thereafter until it has completed its landing run. With respect to helicopters Flight shall be deemed to mean whilst the rotors are in motion.
- (C) **Insured:** Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.
- (D) **Occurrence:** Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.
- (E) **On the Ground:** On the Ground means at all times the aircraft is not in Flight.
- (F) **Property Damage:** Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

## **CONDITIONS**

### **(A) Cancellation**

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

### **(B) Reasonable Care**

The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.

### **(C) Compliance**

The Insured shall comply with all applicable international and government regulations and civil instructions.

## AVIATION PRODUCTS RECALL EXTENSION

### For attachment to Section One

#### **This Extension is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule**

The Insurers will reimburse the Insured for 90% of the Expenses incurred by or on behalf of the Insured for the recall of any Aviation Product(s) under a Mandatory Order of Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority issued during the Policy Period because of an existing, alleged or suspected like defect, fault or condition in an Aviation Product. All such Expenses incurred by the Insured shall attach to the Policy Period in which the Mandatory Order is issued.

### DEFINITIONS

Wherever used in this Extension the following terms apply:

- (A) **Aircraft:** Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/hovercraft, lighter-than-air aircraft and helicopters.
- (B) **Aviation Product:** Aviation Product means a completed Aircraft and any article forming part thereof or supplied for installation in, or for use in connection with, or for spare parts for an Aircraft, including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft.
- (C) **Expenses:** Expenses means the reasonable and necessary costs of communications, transportation and advertising, the cost of hire of additional personnel, overtime payments to regular personnel and the out-of-pocket expenses of such personnel, exclusively incurred as a result of the recall and shall include costs necessarily incurred by the Insured for the physical examination of the Aviation Product and the costs incurred for the installation of a replacement Aviation Product but excluding the cost of such replacement Aviation Product.
- (D) **Insured:** Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.
- (E) **Launch Vehicle:** Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.
- (F) **Mandatory Order:** Mandatory Order means any order requiring immediate modification, inspection or action to be performed under the emergency airworthiness directives of the CAA or the immediately adopted rule or immediate safety-of-flight rules of the FAA, or the equivalent rule, directive or procedure of any similar civil aviation authority.
- (G) **Military Aviation Product:** Military Aviation Product means an Aviation Product whilst owned by or used by or in the possession of the armed services of any government

provided that an Aviation Product leased or chartered to the armed services of any government shall be deemed not to be a Military Aviation Product.

- (H) **Missile:** Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.
- (I) **Space Vehicle or Satellite:** Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.

## **EXCLUSIONS**

This Extension does not apply to:

- (A) the recall of any Missile, Space Vehicle, Satellite or Launch Vehicle or any Aviation Product forming a part thereof.
- (B) the recall of any Military Aviation Product.
- (C) the cost of repair or replacement of, or the cost of any research and development to eliminate a defect, fault or condition in a recalled Aviation Product.
- (D) the loss of use of the Aviation Product the subject of the recall.
- (E) loss which is covered under Coverages A and B of Section One of the Policy to which this Extension is attached.
- (F) the recall of any Aviation Product after its safe operational life, as designated by the manufacturer or the CAA or FAA, or any similar civil aviation authority, has been reached or exceeded.

## **CONDITIONS**

### **(A) Cancellation**

This Extension will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Extension is attached, is cancelled or terminated.

### **(B) Notice of Fact or Circumstances**

If the Insured becomes aware of any fact or circumstance which may reasonably be expected to give rise to a recall of any Aviation Product(s), the Insured shall immediately advise the CAA or FAA or any similar civil aviation authority and then give written notice to the Insurers as soon as practicable thereafter. Such notice shall be given to the Insurers through their authorised agents.

### **(C) Continued Recall After Policy Period**

Should this Extension expire while a recall is in progress coverage hereunder shall continue in respect of such recall until the recall has been completed or until the Limit of Liability contained herein with respect to Expenses incurred has been exhausted or until the expiry of 12 months beyond the expiry of the Policy, whichever first occurs.

**(D) Limit of Liability**

The Limit of Liability of the Insurers shall be 90% of the Limit of Liability shown against Aviation Products Recall Extension in the Schedule.

WARRANTED REMAINING 10% UNINSURED

**This Extension is also subject to the definitions, exclusions and conditions that apply to Section One to which this Extension attaches insofar as they can apply.**

## **PERSONAL INJURY EXTENSION**

### **For attachment to Sections Two to Five**

**This Extension is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule**

The insurance provided by this Policy extends to indemnify the Insured for legal liability for damages awarded to any person arising out of one or more of the following offences committed during the Policy Period but only where such offences are committed in connection with that part of the Insured's aviation operations or interests for which other coverage is granted by the Policy:

1. False arrest, restraint, detention or imprisonment.
2. Malicious prosecution.
3. Wrongful entry, eviction or other invasion of the right of private occupancy.
4. Inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
5. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.
6. Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services but only for or on behalf of the Insured in the provision of emergency medical relief.

The following additional exclusions shall apply to this extension:

- a. liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement,
- b. liability arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Insured,
- c. liability arising out of offence 5 above,
  - i. if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
  - ii. if such publication or utterance was made by or at the direction of the Insured with the knowledge of the false nature thereof,
- d. liability directly or indirectly related to the past, present or potential employment of any person by the Insured.

The Limit of Liability applicable to this extension is as stated in the Schedule.

All other terms and conditions of this Policy remain unchanged.

With respect to cover provided in Section Three of the Policy, in the event of a combined claim under the aircraft operator's policy and this Policy, the total liability under this Personal Injury



Extension and the aircraft operator's policy combined shall not exceed the Limit of Liability stated in the Policy Schedule for Personal Injury.

**AVN 60(A) 24.01.2004 (amended)**

The cover provided by the Personal Injury Extension in relation to Section Three of this Policy only applies where the aircraft operator's policy contains the same or similar cover.

**GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

**(A) NUCLEAR RISKS EXCLUSION CLAUSE**

- (1) This Policy does not cover:
- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever nature  
directly or indirectly caused by or contributed to by or arising from:
    - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
    - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:
- (i) depleted uranium and natural uranium in any form;
  - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all

respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<b>Emitter (IAEA Health and Safety Regulations)</b>	<b>Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm<sup>2</sup>)</b>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

- (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

**AVN 38B 22.7.96.**

**(B) CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE**

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

**AVN 72 9.2.00**

**(C) NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE**

1. This Policy does not apply to claims directly or indirectly occasioned by, happening through or in consequence of:
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property,
 unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
  - (a) claims excluded by Paragraph 1 or
  - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
  - (i) damages awarded against the Insured and
  - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

This Exclusion (C) is not applicable to passengers, baggage, cargo or mail.

**AVN 46B 1.10.96 (Amended)**

**In respect of Section One only, paragraph (C) 1. (b) above does not apply to the pollution or contamination of products sold or supplied by the Insured.**

**(D) WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)**

This Policy does not apply to claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the Insured.

Furthermore, this Policy does not cover claims arising whilst an aircraft is outside the control of the Insured by reason of any of the above perils. The aircraft shall be deemed to have been

restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

**AVN 48B 1.10.96 (Amended)**

**(E) ASBESTOS EXCLUSION CLAUSE**

This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**2488AGM00003**

**(F) DATE RECOGNITION EXCLUSION CLAUSE**

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;  
whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

**AVN 2000A 14.03.01**

## **GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

### **(A) Policy Period**

This Policy applies only with respect to Occurrences which take place during the Policy Period provided that an Occurrence involving a missing or unreported aircraft shall be deemed to occur at the time such aircraft commences flight or is last reported, whichever last occurs. The Policy Period shall commence and end on the dates stated in the Schedule.

### **(B) Limit of Liability**

The Limit of Liability of the Insurers for damages shall be as set forth in the Schedule.

In the event of more than one Insured being covered by this Policy, each shall have the same protection as would have been available had this Policy been issued individually to each of them; provided, however, that the inclusion hereunder of more than one Insured shall not operate to increase the liability of the Insurers beyond the amount for which they would have been liable had there been only one person or entity insured under this Policy.

### **(C) Premium**

The Insured shall pay the premium stated in the Schedule. Should this premium be a minimum and deposit premium the Insured shall, on the expiration of the Policy, declare to the Insurers the amount of their Turnover during the Policy Period and the earned premium shall be calculated by applying the rates as set out in the Schedule.

In the event of the earned premium so calculated exceeding the minimum premium the Insured shall pay to the Insurers the difference. If the earned premium so calculated is less than the minimum premium no return of premium shall be made.

### **(D) Non-payment of Premium**

In the event of non-payment of premium by the Insured this Policy may be cancelled by or on behalf of the Insurers provided 10 days notice be given to the Insured at their last address.

### **(E) Material Change**

Should there be any material change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.

### **(F) Assignment**

This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.

**(G) Notice of Occurrence or Grounding**

When an Occurrence or Grounding takes place, written notice shall be given by or on behalf of the Insured to the Insurers through their authorised agents appointed for this purpose (as set forth in the Schedule) as soon as practicable.

Such notice shall contain reasonably obtainable information respecting the time, place and circumstances of the Occurrence and the names and addresses of available witnesses.

**(H) Notice of Claim or Suit**

If claim is made or suit is brought against the Insured, the Insured shall as soon as practicable forward to the Insurer or Insurers' authorised agents appointed for this purpose every demand, notice, summons or other process received by them or their representatives.

**(I) Assistance and Co-operation of the Insured**

The Insured shall co-operate with the Insurers and, upon the Insurers request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

**(J) Action against the Insurers**

No action shall lie against the Insurers unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or award against the Insured in any arbitration proceedings against which Insurers do not wish to appeal or by written agreement of the Insured, the claimant and the Insurers.

Nothing contained in this Policy shall give any person or organisation any right to join the Insurers as a co-defendant in any action against the Insured to determine the Insured's liability.

**(K) Subrogation**

In the event of any payment under this Policy, the Insurers shall be subrogated to all the Insured's rights of recovery therefor against any person or organisation. The Insured shall do whatever is necessary to secure such rights and shall co-operate with the Insurers and, upon the Insurers' request, shall assist in effecting settlement, securing evidence, obtaining attendance of witnesses and in the conduct of suits. Any expenses incurred upon such request of the Insurers shall be paid by the Insurers.

**(L) Inadvertent Errors or Omissions**

Inadvertent errors or omissions or failure to give notice to the Insurers as herein required shall not relieve the Insurers of liability under this Policy, provided that such error or omission or failure shall be corrected as soon as discovered.

**(M) No Admission**

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Insurers.

**(N) Contribution**

If the Insured has other insurance against loss covered by this Policy, the Insurers shall not be liable for a greater proportion of such loss than the Limit of Liability stated in the Schedule bears to the limit of indemnity of all valid and collectible insurance against such loss.

**(O) Law and Jurisdiction**

This Policy shall be governed by the laws of India whose courts shall have exclusive jurisdiction in any dispute arising hereunder between the parties to this contract.

**(P) Misrepresentation**

By acceptance of this Policy the Insured agrees that the information provided for this insurance are their representations and that this Policy is issued in reliance upon the truth of such representations. Any misrepresentation by the Insured or their duly authorised representative or agent will void this Policy.

**(Q) Cancellation**

This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided (except as otherwise provided) not less than thirty (30) days notice in writing be given.

The premium to be retained by the Insurers in the event of cancellation by the Insured shall be calculated as follows:

- (a) If the premium is on an adjustable basis: the earned premium hereon for the period that this Policy has been in force or the short rate proportion of any minimum premium calculated in accordance with the scale specified in the Schedule, whichever is the greater.
- (b) If the premium is on a non-adjustable basis: the short rate proportion thereof calculated in accordance with the scale specified in the Schedule.

In the event of cancellation by the Insurers the premium due to the Insurers shall be calculated as in (a) and (b) above except that pro rata proportion shall be substituted for short rate proportion. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such notice shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**(R) Fraud**

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 claim hereunder shall be forfeited.

**(S) Contractual Liability**

The inclusion of additional Insureds, hold harmless agreements, indemnities, waivers of subrogation and contractual agreements agreed by the insurers of previously issued policies are automatically incorporated herein.

This Policy does not apply to any liability assumed by the Insured under any contract or agreement, including a warranty of Aircraft Products, other than as may be assumed under any standard commercial sales contract or sales agreement, greater than the liability which would have been imposed by law in the absence of any express contract or assumption of liability;

Nothing in the foregoing paragraphs shall be considered to extend the scope of this Policy to risks not insured hereunder unless the same has been agreed by the Insurers subscribing to this Policy.

**AVN 98 7.3.07**

**AVIATION CANCELLATION SCALE (A)**

**(applicable to Annual Policies)**

1 month on risk ... ..	20% annual premium
2 months on risk ... ..	30% annual premium
3 months on risk ... ..	40% annual premium
4 months on risk ... ..	50% annual premium
5 months on risk ... ..	60% annual premium
6 months on risk ... ..	70% annual premium
7 months on risk ... ..	75% annual premium
8 months on risk ... ..	80% annual premium
9 months on risk ... ..	85% annual premium

Over 9 months equivalent to Annual.

**AVIATION CANCELLATION SCALE (B)**

Days Policy in Force	Per cent of One Year Premium	Days Policy In Force	Per cent of One Year Premium
1 .....		5 154-156 .....	53
2 .....		6 157-160 .....	54
3-4 .....		7 161-164 .....	55
5-6 .....		8 165-167 .....	56
7-8 .....		9 168-171 .....	57
9-10 .....		10 172-175 .....	58
11-12 .....		11 176-178 .....	59
13-14 .....		12 179-182 (6 months).....	60
15-16 .....		13 183-187 .....	61
17-18 .....		14 188-191 .....	62
19-20 .....		15 192-196 .....	63
21-22 .....		16 197-200 .....	64
23-25 .....		17 201-205 .....	65
26-29 .....		18 206-209 .....	66
30-32 (1 month).....		19 210-214 (7 months).....	67
33-36 .....		20 215-218 .....	68
37-40 .....		21 219-223 .....	69
41-43 .....		22 224-228 .....	70



44-47 .....	23	229-232 .....	71
48-51 .....	24	233-237 .....	72
52-54 .....	25	238-241 .....	73
55-58 .....	26	242-246 (8 months).....	74
59-62 (2 months).....	27	247-250 .....	75
63-65 .....	28	251-255 .....	76
66-69 .....	29	256-260 .....	77
70-73 .....	30	261-264 .....	78
74-76 .....	31	265-269 .....	79
77-80 .....	32	270-273 (9 months).....	80
81-83 .....	33	274-278 .....	81
84-87 .....	34	279-282 .....	82
88-91 (3 months).....	35	283-287 .....	83
92-94 .....	36	288-291 .....	84
95-98 .....	37	292-296 .....	85
99-102 .....	38	297-301 .....	86
103-105 .....	39	302-305 (10 months).....	87
106-109 .....	40	306-310 .....	88
110-113 .....	41	311-314 .....	89
114-116 .....	42	315-319 .....	90
117-120 .....	43	320-323 .....	91
121-124 (4 months).....	44	324-328 .....	92
125-127 .....	45	329-332 .....	93
128-131 .....	46	333-337 (11 months).....	94
132-135 .....	47	338-342 .....	95
136-138 .....	48	343-346 .....	96
139-142 .....	49	347-351 .....	97
143-146 .....	50	352-355 .....	98
147-149 .....	51	356-360 .....	99
150-153 (5 months).....	52	361-365 (12 months).....	100

## **SPACE COVERAGE ENDORSEMENT**

### **For attachment to Section One Aviation Products and Grounding Liability Insurance**

#### **Endorsement attaching to and forming part of Policy No.**

- 1 Exclusion (E) of Coverage A in Section One of the Policy is deleted.
- 2 Notwithstanding clause 1 of this Endorsement, Coverage A does not apply to Property Damage to any Space Vehicle or Satellite or any Aviation Product forming a part of such Space Vehicle or Satellite after the Operational Life of such Space Vehicle or Satellite has expired.
- 3 Definition applicable to this Endorsement:  
Operational Life  
Operational Life means such period of time as the manufacturer of any Space Vehicle or Satellite specifies in the original sales contract as the operational/service life of such Space Vehicle or Satellite.
- 4 Limit of Liability  
The following sub-limitations apply to the coverage afforded under this Endorsement:
  - 4.1 The Limit of Liability for Property Damage to any one Satellite after such Satellite has been delivered to a launch site arising out of an Aviation Product installed on or used in connection with such Satellite is \_\_\_\_\_ (except as provided in clause 4.2 below).
  - 4.2 The Limit of Liability for Property Damage suffered by two or more Satellites on the same launch during the period from completed integration of the Satellites on board the Launch Vehicle until physical separation from the Launch Vehicle arising out of an Aviation Product installed on or used in connection with any of such Satellites is limited to \_\_\_\_\_ any one Satellite.Notwithstanding the foregoing provision the overall aggregate Limit of Liability shown in the Schedule shall not be exceeded.
- 5 This Endorsement does not apply to Property Damage to any Satellite removed from a launch site prior to its launch from the time of its removal until it arrives again at a launch site.

#### **All other terms and conditions remain unchanged**

#### **Endorsement No. 1**

#### **(Inclusion of Space Products Coverage)**

## **SPACE EXCLUSION ENDORSEMENT**

**For attachment to Section One Aviation Products and Grounding Liability Insurance**

**Endorsement attaching to and forming part of Policy No.**

It is understood and agreed that this Policy shall not apply to any legal liability caused directly or indirectly by any Space Vehicle or Satellite or an Aviation Product forming a part of such Space Vehicle or Satellite.

**Endorsement No. 2**

**(Exclusion of Space Products Coverage)**

## **GROUP AIRCREW LOSS OF FLYING LICENCE**

In consideration of the payment to Future Generali India Insurance Company Ltd. (the Company) of the premium stated in the Policy Schedule (and in reliance upon the information supplied by **the Insured** in the proposal form and declaration which will form the basis of this Policy) the Company will provide Insurance during the Policy Period to the extent and in the manner set out below.

.....(the Employer) has established a scheme for and on behalf of and for the sole benefit of **the Insured** for the provision of certain payments to be made by the Company to the Insured named in the Policy Schedule in the event of **loss of Licence(s)/Certificates(s)** by **the Insured** during any period for which he is covered under this Scheme.

**The Insured** must read this Policy and any Endorsements as a complete document and refer to all of its contents and not just to individual parts. **The Insured** should return the Policy and Endorsements to the Company immediately for alteration if he believes it is incorrect. **The Insured** should seek clarification of anything which he does not understand.

If **the Insured** or any representative of **the Insured** conceals, misrepresents or fails to disclose any fact or circumstance which affects this Policy or its formation, the Policy will be voidable from inception with regard to such **Insured** or their representative.

If **the Insured** or any representative of **the Insured** commits fraud or attempts to do so in connection with any claim under this Policy, the Policy is void with regard to such **Insured** or their representative.

Words and expressions in bold type to which a specific definition is given shall have the same meaning wherever they appear in this policy.

Signed.....

Dated.....

## **DEFINITIONS**

"**The Insured**" means the pilot named in the Policy Schedule and/or his Legal Personal Representatives wherever the context admits.

"**Sum Insured**" means the actual amount payable by the Company in the event of the **Loss of Licence(s)/Certificate(s)** of an **Insured**.

**Licence(s)/Certificate(s)** means all **Licences/Certificates** held by **the Insured** in connection with his occupation.

The "**Loss of a Licence(s)/Certificate(s)**" means absolute prevention, as a consequence of **illness** or **personal injury** caused by **accident**, from acting in the capacity for which a **Licence(s)/Certificate(s)** is held.

"**Accident**" means **personal injury** caused by **accident** and sustained by the **Insured** during the Policy Period caused directly, solely and independently of any other cause, by violent, unforeseen, external and visible means and includes **illness** solely and directly caused by such **accident** and shall include the result of involuntary exposure to the elements after any **accident** during the period of Insurance, but does not include any other **illness**.

"**Personal Injury**" means physical injury caused by **accident** including **illness** solely and directly caused by such **accident**.

"**Illness**" means any **illness** (not falling within the above definition of **Accident**) which first manifests itself during the Policy Period.

"**Previous Disability**" means any **illness** or **personal injury** where such **illness** or **personal injury** is wholly or partially, directly or indirectly, caused by, contributed to by, or aggravated by, physical impairment, defect, degenerative process or infirmity existing prior to the proposed inception date if it has been diagnosed by a health care practitioner prior to the proposed inception date, or in the event that it has not been diagnosed, then in the opinion of a health care practitioner **the Insured** could reasonably have been expected to be aware of its existence on the proposed inception date.

"**Date of Loss**" is the first day that **the Insured** is suspended from active duty as a direct result of sustaining **personal injury** or the manifestation of an **illness** as defined above. Suspension must be evidenced by receipt within 28 days of **date of loss** of a "temporarily unfit" assessment issued by the relevant Licence Issuing Authority.

## **WHAT THIS SECTION COVERS**

The Company will pay **the Insured** a benefit in accordance with the Policy Schedule in the event of **the Insured** having his **Licence(s)/ Certificate(s)** suspended in consequence of a long term unfitness assessment being issued by the Licence Issuing Authority during the Policy Period or within twelve months after the expiration of this Policy as a result of :-

1. **Personal injury** caused by **accident** sustained during the Policy Period OR
2. any **illness** other than **illness** included within the **personal injury** definition which is:-
  - (a) consequent upon the influence of alcohol, drugs or narcotics, OR
  - (b) incapable of diagnosis or has not been diagnosed,

3. any **illness** other than an **illness** which is included in 1. or 2. Above which manifests itself during the Policy Period.

Subsequent change(s) in medical standards issued by the Licence Issuing Authority or any other competent Authority, including Government, which materially increases or extends the liability of the Company will not result in valid claims unless noted and accepted by the Company before the **date of loss**. Any claim will be subject solely to the medical standards prevailing at the inception of the Policy.

Payment under this Policy is subject to **the Insured** undertaking in writing not to apply to have the **Licence(s)/ Certificate(s)** restored within thirty-six months from the date of settlement of the claim, without the prior consent of the Company, such consent shall not be unreasonably withheld.

In the event of the **Licence(s)/ Certificate(s)** being restored within 18 months from the date of settlement of the claim, the Company may in appropriate circumstances require **the Insured** to repay to the Company a pro-rata proportion of the benefit paid.

### **PROVISIONS**

1. The Company shall not be obliged to settle a claim under this Policy until at least 180 days after the **date of loss**, the **Insured** makes a claim and all enquiries have been completed by the Company. The period of 180 days shall commence on the day the claim is received by the Company. No claim shall be payable if **the Insured** dies within such 180 days period.
2. The Policy will terminate and cease to have effect upon:-
  - (a) Payment of benefit following suspension of **Licence(s)/ Certificate(s)**.
  - (b) The attainment of age 65.
  - (c) **The Insured** ceasing to be gainfully employed by the Employer named in the Policy Schedule in the capacity for which he holds the **Licence(s)/ Certificates(s)**.
3. **The Insured** shall advise the Company of any additional **Licence(s)/ Certificate(s)** gained during the Policy Period or any changes to the Type or Number of **Licence(s)/ Certificate(s)** stated in the Schedule.

The cover granted by this Policy relates to the medical standards applied by the Licence Issuing Authority for all **Licence(s)/ Certificate(s)** held by **the Insured** at the inception of this Policy.
4. The Company must be notified by completion of a proposal form of any **Licence(s)/ Certificate(s)** with medical restrictions prior to inception for individual underwriting.
5. **Sums Insured** shall not exceed the following multiples under this and / or all other current Loss of Licence Policies held in the name of any **Insured**, unless agreed by special acceptance by the Company:-

Up to and including

age 29	5.0 times annual earnings from his normal profession
30 to 39	4.0 times annual earnings from his normal profession
40 to 49	3.0 times annual earnings from his normal profession
50 the lesser of £90,000 or	2.0 times annual earnings from his normal profession
51 the lesser of £80,000 or	2.0 times annual earnings from his normal profession
52 the lesser of £70,000 or	2.0 times annual earnings from his normal profession
53 the lesser of £60,000 or	2.0 times annual earnings from his normal profession
54 the lesser of £50,000 or	2.0 times annual earnings from his normal profession
55 the lesser of £40,000 or	1.8 times annual earnings from his normal profession
56 to 59 inclusive the lesser of _____ or	1.0 time annual earnings from his normal profession

In order to recover the full benefits payable under this Policy, **the Insured** must have notified the Company of any other Loss of Licence Insurance and / or Legal Expenses Insurance and the existence of that other Insurance must have been noted and accepted by the Company before a claim arises. If no such prior notification has been given, this Policy is deemed to be surplus to all other valid and collectable Insurances. Any payment under these circumstances will only be the difference between the maximum allowable multiple of earnings, as stated above, and all other valid Insurance, subject always to the **Sum Insured** for **the Insured** as stated in the Schedule.

6. In this Policy the masculine gender shall include the feminine.
7. Thirty days of grace are allowed for the payment of the premium and if this is paid within the period of grace the Policy will remain in force notwithstanding that an event that might give rise to a claim hereunder may have occurred, during the period of grace, in respect of one or more of **The Insured**. If any premium remains unpaid after the expiry of the period of grace this Policy shall lapse and all Insurance hereunder shall immediately cease ab initio.
8. The name, date of birth and sex of every **Insured** shall be recorded by the Employer and this record shall be deemed to be part of this Policy. The Employer shall furnish to the Company such information in respect of all **Insured** as the Company may from time to time reasonably require to determine the extent of their liability and the amount of premium payable under this Policy.

### **WHAT THIS POLICY DOES NOT COVER**

The Company will not pay claims as a result of:-

1. the death of **the Insured**.
2. intentional self-injury, attempted suicide (whether felonious or not), or assault provoked by **the Insured**.
3. criminal or felonious act of **the Insured**.

4. intentional exposure to danger except in an attempt to save human life or in self-defence or in an attempt to prevent loss of or damage to property.
5. intentional exposure to additional and/or exceptional risk by participation of **the Insured** in a sport, pastime or activity likely to involve such exposure unless approved by the Company and endorsed on to this Policy.
6. **the Insured** undertaking flights involving the intentional dropping, spraying or release of anything, or any other form of flying involving abnormal hazards unless such activity has been approved by the Company and endorsed on to this Policy.
7. **the Insured** undertaking active duty with the Armed Forces other than part-time non-combatant duties.
8. **the Insured** being relieved of flying status for reasons other than as covered by this Policy.
9. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
10. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, riots, strikes, civil commotions, rebellion, insurrection or military or usurped power. This exclusion does not apply to aircrew whilst on duty for the employer specified in the Schedule.
11. Any mental or behavioural disorder(s) known to exist at the date of application for this Insurance diagnosed by a qualified Medical Practitioner for which medical treatment has been received by **the Insured** and which is included in the internationally-recognised classification system DSM-IV (the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, 1994). Such a diagnosis shall imply severe and lasting impairment in personal performance as indicated by at least one of the following:-
  - a) a limitation in activities of daily living,
  - b) social functioning,
  - c) impairment in concentration, memory or other cognitive functioning leading to chronic task under performance in terms of aptitude, learning new material, reliable accuracy, endurance and pace of work.
  - d) deterioration or decompensation in work settings.
  - e) episodic disorders of mood.
  - f) disorders of form and control of thought.
12. an undeclared **previous disability**.
13. pregnancy or childbirth.



### **APPLICABLE LAW**

**The Insured** is free to choose the law applicable to this Policy. Unless otherwise specifically agreed to the contrary this Insurance shall be subject to Indian Law.

### **CLAIMS PROCEDURE**

**The Insured** must fully comply with the following procedures which are conditions precedent to any liability of the Company to make payment of any amounts under this Insurance.

**The Insured** must:

1. make a claim by notifying:-

in writing by registered mail as soon as possible and in any event not later than thirty days from the date of unfitness as a result of sustaining **personal injury** or the manifestation of **illness**. Such notification shall include all details as known to **the Insured** and documentary evidence issued by the relevant Licence Issuing Authority. The date of notification shall be taken as the date upon which the notice was delivered to Global Flying Insurance Services Ltd. **It must be understood that advice of a claim by telephone message is not deemed to be proper notice of a claim.**

2. At the request and expense of the Company, submit to an Independent Medical Examination in the event of **personal injury** or **illness**.

3. Irrevocably authorise:-

a) The Company to obtain details of all medical reports and hospital records and obtain information from any Physicians, Surgeons and Hospital Authorities concerned with the treatment of, or consulted by, **the Insured**.

b) The Company to obtain information from and seek the opinion of the Principal Medical Officer of the Civil Aviation Authority or any other competent authority or its successors (or other appropriate Medical Officer appointed for the purpose) as to whether **the Insured** is unlikely to obtain a restoration of his **Licence(s)/ Certificate(s)**. If the opinion is that **the Insured** is unlikely to obtain such restoration the Company will accept that opinion as evidence in favour of **the Insured**.

4. Sign all Authorisations required by the Company for these purposes, on written demand by the Company make a statutory declaration as to any facts relating to the claim and complete the Company's standard claim questionnaire on request.

5. Notify the Company immediately if any action against a third party relating to **the Insured's Licence(s)/ Certificate(s)** is planned or contemplated.

6. Notify the Company immediately upon becoming aware of any investigation, Court of Enquiry or similar proceedings likely to affect this Policy and give all possible assistance and information to lawyers appointed by the Company as they may reasonably require.

7. Before making any payment in respect of a claim under this Policy the Company shall be furnished with satisfactory proof of:-

a) the happening of the event in respect of which the **Sum Insured** will become payable

b) any other information that the Company may require.

8. The receipt by the Company of a release from **the Insured** or any other duly authorised representative shall constitute an absolute discharge to the Company in respect of payments made under this Policy.

### **ARBITRATION**

“The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

### **REDRESSAL OF GRIEVANCE**

In case of any grievance the insured person may contact the company through  
Website: <https://general.futuregenerali.in/> Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800  
Email: [Fgcare@futuregenerali.in](mailto:Fgcare@futuregenerali.in)

Courier: Grievance Redressal Cell, Future Generali India Insurance Company Ltd. Lodha I –Think Techno Campus, B Wing –2nd Floor, Pokhran Road –2, Off Eastern Express Highway Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in) or call at: 7900197777

For updated details of grievance officer, kindly refer the link <https://general.futuregenerali.in/customer-service/grievance-redressal>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <https://bimabharosa.irdai.gov.in/>

# GRIEVANCE REDRESSAL PROCEDURE

Dear Customer,

At Future Generali, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you.

We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

## What is a grievance?

“Complaint” or “Grievance” means expression (includes communication in the form of electronic mail or other electronic scripts, Inbound Call, SMS, Letter), of dissatisfaction by a complainant with insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, distribution channels, intermediaries, insurance intermediaries or other regulated entities.

- ▶ Explanation: An inquiry/ query or request does not fall within the definition of the 'complaint' or 'grievance'.
- ▶ Complainant means a policyholder or prospect or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer or a distribution channel.

**We are always here for your help. You may use any of the following channels to reach us-**

Helpline	Website	Email	Branch GRO	Complaint form
Call us on 1800 220 233/ 1860 500 3333/ 022-67837800	<a href="#">Click here</a> to know more	Write to us at <a href="mailto:fgcare@futuregenerali.in">fgcare@futuregenerali.in</a>	<a href="#">Click here</a> to know your nearest branch.	<a href="#">Click here</a> to raise a complaint

## By when will my grievance be resolved?

- ▶ You will receive grievance acknowledgement from us within 3 business days for your complaint.
- ▶ Final resolution will be shared with you within 2 weeks of receiving your complaint.
- ▶ Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

## How do I escalate my complaint if I don't receive a response on time?

- ▶ You may write to our Grievance Redressal Office at [fggro@futuregenerali.in](mailto:fggro@futuregenerali.in)
- ▶ You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address-

**Future Generali India Insurance Company Ltd.**

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2,  
Off Eastern Express Highway Behind TCS, Thane West – 400607

# GRIEVANCE REDRESSAL PROCEDURE

## What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority (IRDAI)-

- ▶ Call toll-free number **155255**
- ▶ **Click here** to register complaint online

## Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel ([care.assure@futuregenerali.in](mailto:care.assure@futuregenerali.in)) as complaints for faster attention or speedy disposal of grievance, if any.

## Insurance Ombudsman:

If you are still dissatisfied with the resolution provided, you may opt to approach the Office of the Insurance Ombudsman, provided the same is under their purview.

**Click here** to know the guidelines for taking up a complaint with the Insurance Ombudsman.

In case you wish to send your complaint to insurance ombudsman.

**Click here** to access the list of insurance ombudsman offices.