

UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

**Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
Andheri (West), Mumbai – 400 058**

**Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,
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Tel: 0091 22 4067 9000**

HULL (INCLUDING SPARES ENGINES) DEDUCTIBLE INSURANCE POLICY

Whereas the Insured specified in the Policy Schedule (hereinafter referred to as Insured) has agreed to the payment of the premium as more fully set forth in the Policy Schedule to the Insurers.

Whereas the Insured has in force an Aircraft Hull/liabilities and Spares “All Risks” Insurance as shown in the Policy Schedule under which are covered aircraft as per the Schedule of Aircraft and Aircraft Spares Engines and whereas such insurance provides for amounts to be deducted from each loss by way of Deductibles applicable in respect of loss or damage (other than Total loss, Arranged Total Loss or Constructive Total Loss of an aircraft and loss or damage caused by Fire, Wind, Tornado, Cyclone or Flood in respect of aircraft spares engines) all as more fully set forth in the said Aircraft Hull /liabilities and Spares All Risks Insurance.

INSURING AGREEMENT:

1. NOW WE THE INSURERS agree to indemnify the insured in respect of loss or damage occurring during the Policy Period to the said aircraft as per the Schedule of Aircraft or as may be endorsed hereon and aircraft spares engines whilst undergoing test bed running which would have been covered by the said Aircraft Hull/liabilities and Spares All Risks insurance but for the application of the Deductible thereunder.

Now this policy is to pay up to the difference between the deductibles under the aircraft hull/liabilities and spares all risk insurance each loss/each aircraft of:

AIRCRAFT 1:

AIRCRAFT 2:

Aircraft spare engines whilst undergoing test bed running shall be subject to the applicable Aircraft Hull/Liabilities and Spares All Risks Insurance Deductible for the type of aircraft in which such engine is normally installed.

2. And Excess Stated Below Each Loss/Each Aircraft:

AIRCRAFT 1:

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AIRCRAFT 2:

Aircraft spare engines whilst undergoing test bed running shall be subject to the applicable Excess for the type of Aircraft in which such engine is normally installed.

3. Nevertheless the total liability of the insurers in respect of all losses occurring during the Policy Period shall not exceed an aggregate of INR.....in all.
4. In the event of an incident involving the application of more than one Deductible under the Aircraft Hull/liabilities and Spares All Risks Insurance where that insurance provides that the highest Deductible shall be applied as an aggregate Deductible for all losses arising out of that incident then the sum payable under this Policy shall be limited to the difference between the Deductible applied under the Aircraft Hull/liabilities and Spares All Risks Insurance and the corresponding Deductible under paragraph (2) above of this Policy.
Similarly in the event of an incident arising hereon involving the application of more than one Deductible then the highest Deductible shall be applied as an aggregate Deductible for all losses arising out of that incident.
5. This insurance is a Policy of indemnity and in no event shall the amount recoverable exceeds the actual cost of repair as agreed between the Insurers and the Insured less the applicable Deductible as per Paragraph (2) above of this Policy.

EXCLUSIONS:

1. This Policy does not cover the losses which are excluded under Aircraft Hull/liabilities and Spares All Risks Insurance and also does not cover any claims payable under any Breach of Warranty coverage under the Aircraft Hull/liabilities and Spares All Risks Insurance.
2. This Policy does not cover loss or damage due and confined to wear and tear, deterioration, freezing, mechanical, structural or electrical breakdown or failure unless such loss or damage resulting directly from other loss or damage covered by this Policy.
3. This Policy does not cover loss or damage to turbine engines or turbine engines accessories (or if resulting therefrom to other parts of the aircraft within the engine pod) unless such loss or damage is caused –
 - a) by fire or explosion, which fire and explosion actually commence outside of the engine casing.
 - b) suddenly, immediately and unexpectedly by ingestion through an air intake of any foreign object or object.
 - c) by forces (other than air intake ingestion of any foreign object or objects) external to the aircraft.

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4. It is hereby understood and agreed that damages caused by or attributed to the ingestion of stone, grit, dust sand, ice or any corrosive or abrasive material or any other substance which has a progressive or cumulative damage effect is deemed to be wear, tear or deterioration and is excluded from this policy NEVERTHELESS damage caused by the accidental, sudden, immediate and unexpected ingestion of objects attributable to a single recorded incident requiring immediate-
 - i) removal of the engine or if this impractical then immediately upon return to the insureds' home base or
 - ii) shut down of an engine whilst undergoing test bed running is covered hereunder.
5. Nuclear Risks Exclusion Clause:
 - a. The 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-
 1. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 2. 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.
 3. ionizing radiations or contamination by radioactivity from or the toxic explosive or other hazardous properties of any other radioactive source whatsoever.
 - b. It is understood and agreed that such radioactive material or other radioactive source in paragraph ii (2) & (3) 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 purposes.
 - c. 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 or not been issued would be entitled to indemnification from any government or agency thereof.

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d. Loss or destruction or damages , expenses or legal liability in respect of nuclear risks does not exclude by reason of paragraph (b) above 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 Instruction 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:

EMITTER (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (average over 300 cm sq)
Beta, Gamma and low toxicity alpha emitters	Not exceeding 4 Be-querels/cm sq (10-4 micro-curies/cm sq)
All other emitters	Not exceeding 0.4 Be-querels/cm sq (10-4 micro-curies/cm sq)

- iv) the cover afforded hereby may be cancelled at any time by the insurers giving 7(seven) days notice of cancellation.

6. War, Hijacking and Other Perils Exclusions:

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 purpose and whether the loss or damage resulting therefrom is accidental or intentional.
- e. any malicious act or act of sabotage.

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- f. confiscation, nationalization, 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. hijacking 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.
- h. the aircraft being 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).

CONDITIONS:

1. It is a condition to the liability of the Insurers that the Insured shall maintain in full force and effect the Aircraft Hull/liabilities and Spares All Risks insurance herein before mentioned during the currency of this Policy and that all aircrafts insured under the said Insurance are insured hereon.
This Policy is subject to the same warranties, terms and conditions (except as regards premium, the obligation to investigate, the renewal agreement, if any, the amount and limit of liability and except as otherwise provided therein) as are contained in or as may be added to the Aircraft Hull/liabilities and Spares All Risks insurance prior to the happening of a loss for which a claim is made hereunder.
To the extent that the Aircraft Hull/liabilities and Spares All Risks insurance includes the provisions of contracts and agreements including inter-alia hold harmless agreements , indemnity agreements, waiver of subrogation, additional Insureds, breach of warranty, loss payees and assignments this Policy shall likewise apply.
2. In the event of a claim hereunder the Insurers shall succeed to all the Insureds' rights and remedies against any person or organization and the Insured shall do and concur in doing all that may be necessary for the exercise of such rights and remedies in the name of the Insured at the request of the Insurers. Nevertheless the Insurers agree to waive rights of subrogation against any and all parties in respect to whom such rights have been waived by the Insurers of the Aircraft Hull/liabilities and Spares All Risks insurance.
3. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or change in any part of this Policy or stop the insurers from asserting any right under this Policy nor shall any part of this Policy be waived or changed except by endorsement signed by the Insurers and issued to form part of this Policy.

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4. This Policy shall be void if the Insured has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof in the case of any fraud, attempted fraud or false swearing by the insured touching any matter relating to this insurance or the subject thereof whether before or after a loss
5. Notice of any occurrence likely to give rise to a claim under this Policy shall be given to the Insurers by the Insured as soon as practicable and the Insured shall do and concur in doing all things reasonably practicable to diminish any such loss.
6. This Policy shall be governed by the laws of Republic of India whose courts shall have jurisdiction in any dispute arising hereunder.

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SCHEDULE

1. Policy No. Agency code:
2. Name and Address of the Insured:.....and /or associated and/or subsidiary and/or affiliated companies now existing or as may be hereafter constituted for their respective rights and interests.
3. Policy Period : From- AM/PM.....to Midnight.
4. Aircraft Hull/liabilities and Spares All Risks insurance:
 - a. Policy No.
 - b. Policy period:
5. Geographical Area /Situation :
6. Schedule of Aircraft:

Type	Regd. No.	Agreed value	Passenger seat
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7. Excess under Aircraft Hull/liabilities and Spares All Risks insurance:
8. Sum Insured :each and every loss andin aggregate during the Policy Period.
9. Excess/Deductible:.....for each and every loss.
10. Premium :
11. Clauses:
12. Address for notices
13. Stamp duty:
14. Premium Receipt No._____ dated_____

Place:

Date :

Authorised Signatory