

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,
Andheri (West), Mumbai – 400 058**

Tel: 0091 22 4067 9000

EXCESS AVIATION LIABILITY POLICY

Policy Schedule

Item 1. Name and Address of the Insured

Item 2. Policy Period

From

To

Item 3. Hazards Covered

The Insured's legal liability arising out of

as covered by and as more fully set forth in the Primary Policy

Item 4. Limits of Liability

- (a) Combined Primary and Underlying Excess Limit(s)
- (b) Total limit of liability under this Policy and the Primary and Underlying Excess Policies combined
- (c) Excess Limit

Item 5. Primary and Underlying Excess Policy Details and Limits

Primary Insurers

Policy Number

Limit

Underlying Excess Insurers

Policy Number

Limit

Item 6. Premium

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Item 7. Address for Notices

All notices required to be given by the terms and conditions of this Policy shall be given to

We the Insurers agree, to the extent and in the manner hereinafter provided, and in consideration of the payment of the Premium, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages in respect of bodily injury and/or property damage caused by an Occurrence during the Policy Period, and arising out of the Hazards Covered set forth in Item 3 of the Policy Schedule.

PROVIDED ALWAYS THAT:

1. Liability attaches to the Insurers only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount set forth in Item 4 (a) of the Policy Schedule in respect of the Ultimate Net Loss and then
 - (a) the limit of liability under this Policy will be such amount of the Ultimate Net Loss as will provide the Insured with a total limit under the Primary and Underlying Excess Policies and this Policy combined as set forth in Item 4 (b) of the Policy Schedule; or
 - (b) if no amount is set forth in Item 4 (b) of the Policy Schedule the limit of liability under this Policy shall be such amount of the Ultimate Net Loss as set forth in Item 4 (c) of the Policy Schedule excess of the limit set forth in Item 4 (a) of the Policy Schedule.
2. The limit of liability under this Policy as stated in Item 4 of the Policy Schedule shall not be increased by the inclusion hereon of more than one Insured whether by endorsement or otherwise.
3. If any of the Hazards Covered by this Policy is subject to an aggregate limit of liability in the Primary Policy then the limit of liability under this Policy shall, as respects such hazard, apply in the aggregate for the Policy Period.
4. If the Hazards Covered by this Policy include liability arising out of the ownership, operation or use of aircraft by the Insured and if the Primary Policy provides that its terms apply separately to each such aircraft, then the terms of this Policy shall also, as respects that hazard, apply separately to each such aircraft.

EXCLUSIONS

This Policy does not apply:

1. To any loss suffered by the Insured as a result of the inability, refusal or failure to pay of the Primary and/or Underlying Excess Insurers for any reason whatsoever including, without limitation, any financial impairment, insolvency or liquidation.
2. To claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.
3. To claims excluded by the attached Nuclear Risks Exclusion Clause.

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4. To claims excluded by the attached War, Hi-Jacking and Other Perils Exclusion Clause.
5. To claims excluded by the attached Date Recognition Exclusion Clause.
6. To claims excluded by the attached Contracts (Rights of Third Parties) Act 1999 Exclusion Clause.

DEFINITIONS

1. “Ultimate Net Loss” means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and other valid and collectible insurances, excepting however the Primary and Underlying Excess Policies, and shall exclude all Excluded Costs and Permitted Costs.
2. “Excluded Costs” means all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for Counsel normally paid by the Insured.
3. “Permitted Costs” means interest accruing after entry of judgement, investigation, adjustment and legal expenses (excluding however all expenses for salaried employees of the Insured and general retainer fees for Counsel normally paid by the Insured).
4. “Occurrence” shall be deemed to have the same meaning in this Policy as is attributed to it in the Primary Policy but, notwithstanding the foregoing, for the purposes of this Policy all legal obligations of the Insured to pay damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

CONDITIONS PRECEDENT

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

1. Maintenance of Primary and Underlying Excess Insurance

The Insured shall maintain the Primary and Underlying Excess Policies in full effect during the currency of this Policy except for any reduction of any aggregate limits contained therein solely by payment of claims in respect of Occurrences during the Policy Period stated in Item 2 of the Policy Schedule. If the Primary and Underlying Excess Policies are not so maintained in full effect at all times during the currency of this Policy, coverage under this Policy shall immediately cease.

GENERAL CONDITIONS

1. In respect of the Hazards Covered set forth in Item 3 of the Policy Schedule, this Policy is subject (except as regards the Premium, the obligation to investigate and defend, the renewal agreement, if any, the amount and limit of liability other than the deductible or self-insurance provision where applicable, and except as otherwise provided herein), to the same warranties, terms, conditions, definitions and exclusions as are contained in or may be added to the Primary Policy prior to the happening of an Occurrence for which claim is made hereunder. Should any alteration be made in the premium for the Primary Policy during the currency of

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this Policy, the Insured shall give notice within thirty (30) days thereof to the Insurers who shall have the right to amend the Premium hereon accordingly.

2. Attachment of Liability

Liability to pay under this Policy shall not attach unless and until the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of the Primary and Underlying Excess Limit(s) as set forth in Item 4 (a) of the Policy Schedule.

3. Incurring of Permitted Costs

In the event of a claim or claims arising which appear likely to exceed the Primary and Underlying Excess Limit(s), no Permitted Costs shall be incurred by the Insured without the consent of the Insurers.

4. Apportionment of Costs

Permitted Costs incurred by or on behalf of the Insured with the written consent of the Insurers, and for which the Insured is not covered by the Primary and Underlying Excess Insurers, shall be apportioned as follows:

- (a) Should any claim or claims be resolved prior to the commencement of trial for not more than the Primary and Underlying Excess Limit(s), then no Permitted Costs shall be payable by the Insurers.
- (b) Should, however, the amount for which the said claim or claims may be resolved exceed the Primary and Underlying Excess Limit(s), then the Insurers, if they consent to the proceedings continuing, shall contribute to the Permitted Costs incurred by or on behalf of the Insured in the ratio that the amount they are liable to pay in respect of the Ultimate Net Loss bears to the whole amount of the Ultimate Net Loss.

In the event that the Insured elects not to appeal a judgement in excess of the Primary and Underlying Excess Limit(s) the Insurers may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable or assessable court costs and interest incidental thereto, but in no event shall the total liability of the Insurers exceed the limit of liability under this Policy as provided for herein, plus the expenses of such appeal.

5. Application of Recoveries

All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurers, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not payable until the Insured's Ultimate Net Loss has been finally ascertained.

6. Notification of Claims

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In the event of an Occurrence likely to give rise to a claim hereunder notice shall be given by the Insured to the Insurers as soon as reasonably possible, in accordance with Item 1 of the Policy Schedule.

7. Fraudulent Claims

If the Insured shall make any claim knowing the same to be false or fraudulent as to the amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

8. Law and Jurisdiction

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

9. Variation in Risk

The Insured, upon being aware of any material change in the circumstances or nature of the risks covered by this Policy, shall give immediate notice thereof to the Insurers who shall have the right to amend the Premium hereon accordingly.

10. 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 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 attached scale, whichever is the greater.
- (b) If the premium is on a non-adjustable basis: the short rate proportion thereof calculated in accordance with the attached scale.

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.

11. Other Insurance

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To the extent that there is other insurance providing coverage to the subject claim (other than underlying insurance or insurance that is specifically intended to be excess of this Policy), the liability of the Insurers under this Policy shall be limited to their rateable proportion of the claim.

AVN 37B 10.10.02

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AVIATION CANCELLATION SCALE
(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.

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