

Proposal Form

Liberty Aviation Hull War & Terrorism Insurance

Please complete all sections of this proposal.

Liability of the company does not commence until the proposal has been accepted and the premium has been received in accordance with the provisions of section 64VB of the insurance act, 1938

1. THE INSURED Name:

Telephone:

Fax:

Address:

Website:

Email:

PAN No:

GSTN No:

Bank Details:

2. Period of Insurance To

3. AIRCRAFT DETAILS

- a) Make and Type Reg No. Year of Mfg
- b) Max Pass Value
- c) Seating (including all equipment)
- d) Where will the aircraft be kept?
- e) Will the aircraft be hangared?
- f) Who will undertake the maintenance of the following?
 - 1. airframe
 - 2. engines
- g) Have you been required to sign any form of indemnity or waiver relating to ownership or operation of the aircraft (i.e. hangarage or maintenance). If “yes” please provide details:
- h) Is there a lien/mortgage on any aircraft in the proposal. If “yes” please state: i) Lien amount:
- j) Lien holder:

Please provide copy of lease/mortgage agreements for analysis.

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4. PILOTS

(Please attach schedule IF necessary)

a) Name Age Type of Licence held Total logged Flying hours and flying hours Make and Model b) Accident history:

c) If you currently have or require an “open pilot warranty” please state the experience levels required

d) Do the pilots undertake re-currency training at a manufacturer approved school? If “yes” please advise where and when training was last undertaken and when it is next scheduled e) Co Pilots details:

5. USES / UTILISATION

a) What are the aircraft used for? Please also state estimated annual utilisation (hours) by use.

Est Annual Utilisation

i) Private, Business and Pleasure

ii) Industrial Aid

iii) Charter/Commercial Passenger Carriage

iv) Any other purpose not stated above - please specify below:

b) Within which geographical areas will the aircraft fly? (if available state the countries visited in the past 12 months)

(i) Western Europe %

(ii) USA / Canada %

(iii) South America % (state countries)

(iv) Middle East % (state countries / destinations)

(v) Eastern Europe / former CIS % (state countries / destinations)

(vi) Asia Pacific % (state countries)

(vii) South Asia / Indian sub-continent % (state countries / destinations)

(viii) Africa % (state countries / destinations)

c) Please provide copy details of any contractual agreements you have entered into which may effect your insurances - i.e. lien/mortgage agreements as per section 3(g).

5. INSURANCE

- Has any insurance company or Underwriter ever declined your proposal? If so please provide details below.

6. LIMITS OF LIABILITY REQUIRED

Please state the limit(s) of liability that you require. Please state the liability limit required under

Applicable to Section – I

Limit of indemnity for Loss of or damage to Aircraft listed above
Deductible:

Applicable to Section-II

Spares and Equipment:

Maximum any one sending US\$

Maximum any one occurrence US\$

..... Extortion and Hi-jack Expenses:

US\$ or currency equivalent any one Occurrence and in the aggregate annually.

Warranted 10% of total claim uninsured.

Supplementary Expenses:

US\$ or currency equivalent any one occurrence and in the aggregate annually.

Applicable to Section-III

The nature of the Insured's business or operation in respect of which the Policy is effected is:

The place(s) in or about which the indemnity granted by the Policy is to apply is (are):

The amount of indemnity shall not exceed:

Section 1. any one accident

Section 2. any one accident

Section 3. any one accident and in the aggregate arising out of all accidents occurring during any one annual period of Insurance.

Applicable to Section-IV

Description of Premises covered-

Limits of Liability: (where Sections are not insured, the words “Not insured hereunder” to be inserted against such Sections) **Section A** any one occurrence Subject to a deductible of: **Section B** any one aircraft/ any one occurrence

Subject to a deductible of:

Section C any one occurrence and in the annual aggregate in respect of all occurrences arising during the policy period.

Applicable to Section-V

Description of Premises covered-

THE AMOUNT OF INDEMNITY SHALL NOT EXCEED:- any one occurrence and in the aggregate in respect of Products Liability arising out of all accidents occurring during any one annual period of Insurance.

DEDUCTIBLES:- Property Damage :each and every loss but each and every loss in respect of damage to Aircraft.

Applicable to Section-VI Limits of Liability (Ultimate Net Loss) (a) Primary Limit

A combined single limit (bodily injury/property damage) of USD any one occurrence and in the aggregate in respect of all occurrences in any one annual period of insurance.

(b) Total Limits of Liability under this Policy and the Primary Policy Combined

A combined single limit (bodily injury/property damage) of USD any one occurrence and in the aggregate in respect of all occurrences in any one annual period of insurance. In the event that the Primary Limit stated in (a) above is reduced or exhausted this Policy shall apply for the difference between the limit stated in (b) and the reduced limit or as primary insurance if exhausted.

Applicable to Section-VII

Insured Persons

NAME Capital Sum Insured Nominee/Relationship

Law/ Jurisdiction:

Coverages: Death/ Capital Risks/ Mounting Dismounting

Applicable to Section-VIII & IX

Schedule of Insured Persons-

Excess Period:

7. CLAIMS HISTORY

Please provide details of any losses in the last five years.

8. MISCELLANEOUS

- a) Please advise what level of hull deductible is required
- b) Please advise whether “hull war risks” coverage is required
- c) Please advise whether Passenger Voluntary Settlement is required and what limits are needed
- d) Please state below any other information that may affect your proposal for insurance.

9. The name and address of person(s) or firm to whom all notices shall be given is:

We declare to the best of my/our knowledge and belief the above statements are true and that no material information has been withheld. Signing this form does not bind the proposer to complete the insurance but it is agreed that this form shall be the basis of the contract should a policy be issued.

(This form is only indicative in nature and additional information if necessary would be sought from the proposer)

10. AML Details

Please provide Permanent Account Number (PAN) if premium amount exceeds IN 1 Lac

- ☐ We hereby declare that the premium for the said policy is paid out of the legally declared and assessed sources of our income OR
- ☐ We hereby declare that the premium is paid from the Bank Account of _____ (Company Name) the payment is allowed under the Income Tax Act 1961, and there is insurable interest with the payee.

Are You or any of the proposed applicants are Politically Exposed Person?

- ☐ Yes

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☐ No

Politically Exposed Persons (PEP) are individuals who are or have been entrusted with prominent public functions i.e., Heads/Ministers of central or state government, senior politicians, senior government, judicial or military officials, senior executives of government companies, important party officials.

11. Consent

- *We agree to receive service related information from Liberty General Insurance and its service providers, through electronic and telecom modes including WhatsApp and further understand that no unsolicited information will be sent to me. The information/ data provided by me through this Proposal Form, to Liberty General Insurance and / or Liberty General Insurance authorized personnel / agency shall be stored by Liberty General Insurance, throughout the term of relationship with Liberty General Insurance and used for the purpose relating to our proposal for insurance cover and/or servicing policies issued in our favour, whether by LGICL or its authorized partners. We also understand that the said storage is necessary for our consumption of the services and consent to not hold Liberty General Insurance and / or its authorized partners / agency / personnel liable for legal utilization of the submitted information / data.*
- *We hereby give consent to Liberty General Insurance to collect, use, process, and share the information collected in the proposal form for policy servicing, claim settlement quality, and data analysis purpose, which may be carried out by empanelled third-party vendors* o Yes / o No
- *We hereby extend our consent to the Company for sharing information collected in proposal form with Liberty Insurance Group entities/affiliates for the specific purpose of claim settlement quality, data analysis purpose, reinsurance related services (please strike this clause in case you do not wish to disclose the said information).*
- *We hereby consent to the collection, use and disclosure of our information collected in the proposal form for the assessment of this application and in accordance with Liberty General Insurance Privacy Notice ('Privacy Notice') available at <https://www.libertyinsurance.in/> which I have read, understood and agree to the contents of the Privacy Notice.*
- *I would like Liberty Aviation Hull War And Terrorism Insurance and related information in*
 - ☐ Physical Format
 - ☐ Electronic Format

Signature :

Date:

Designation:

We would remind you that it is your duty to disclose all material facts to Liberty General Insurance Company Limited. A material fact is one which would influence the judgement of a prudent insurer in his consideration of the risk. Any material change in facts previously disclosed in connection with the insurance should be advised to use if the coverage is to be amended or if the period of cover is to be extended at renewal. If you are in any doubt whether a fact is material you should disclose it. Insurers may have grounds for avoiding the insurance or you may have prejudiced your rights to recover in the event of a claim if it transpires that there has been a failure of make such a disclosure.

Insurance Act,1938, Section 41-Prohibition of Rebates

1. No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind or risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy, accept any rebate except such rebate as may be allowed in accordance with the prospectuses or tables of the Insurer
2. Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extend to Ten (10) Lakh rupees.