

## **LIBERTY AVIATION - HULL WAR AND TERRORISM INSURANCE**

### **SECTION ONE: LOSS OF OR DAMAGE TO AIRCRAFT**

Subject to the terms, conditions and limitations set out below, this Policy covers loss of or damage to the Aircraft stated in the Schedule against claims excluded from the Assured's Hull "All Risks" Policy as 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) Strikes, riots, civil commotions or labour disturbances.
- (c) 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.
- (d) Any malicious act or act of sabotage.
- (e) 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.
- (f) 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 Assured. For the purpose of this paragraph (f) only, an aircraft is considered to be in flight at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation or when the aircraft is in motion. A rotor-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.

Furthermore this Policy covers claims excluded from the Hull "All Risks" Policy from occurrences whilst the Aircraft is outside the control of the Assured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Assured on the safe return of the Aircraft to the Assured 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).

## **SECTION TWO: EXTORTION AND HI-JACK EXPENSES**

1. This Policy will also indemnify the Assured subject to the terms, conditions, exclusions and limitations set out below, and up to the limit stated in the Schedule, for 90% of any payment properly made in respect of:
  - (a) threats against any Aircraft stated in the Schedule or its passengers or crew made during the currency of this Policy.
  - (b) extra expenses necessarily incurred following confiscation, etcetera (as Section One clause (e)) or hi-jacking, etcetera (as Section One clause (f)) of any Aircraft stated in the Schedule.
2. No cover will be provided under this Section of the Policy in any territory where such insurance is not lawful, and the Assured is at all times responsible for ensuring that no arrangements of any kind are made which are not permitted by the proper authorities.

## **SECTION THREE: GENERAL EXCLUSIONS**

This Policy excludes loss, damage or expense caused by one or any combinations of any of the following:

- (a) war (whether there be a declaration of war or not) between any of the following States: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; nevertheless, if any Aircraft is in the air when an outbreak of such war occurs, this exclusion shall not apply in respect of such Aircraft until the said Aircraft has completed its first landing thereafter;
- (b) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the authority of the Government(s) stated in the Schedule, or any public or local authority under its jurisdiction;
- (c) the emission, discharge, release or escape of any chemical, biological or biochemical materials or the threat of same but this exclusion shall not apply;
  - (i) if such materials are used or threatened to be used solely and directly in:
    1. the Hi-jacking, unlawful seizure or wrongful exercise of control of an Aircraft in flight and then only in respect of loss of or damage to such Aircraft the subject of a valid claim under clause (f) Section One above; or

2. any threat against an Aircraft stated in the Schedule or its passengers or crew and then only in respect of payments as are insured under Section Two above;

(ii) other than as provided for in sub-paragraph 1 above, to loss of or damage to an Aircraft if the use of such materials is hostile and originates solely and directly;

1. on board such Aircraft, whether it is on the ground or in the air.

or

2. external to such Aircraft and causes physical damage to the Aircraft whilst the Aircraft's wheels are not in contact with the ground.

Any emission, discharge, release or escape originating external to the Aircraft that causes damage to the

Aircraft as a result of contamination without other physical damage to the Aircraft exterior is not covered by this Policy.

(d) any debt, failure to provide bond or security or any other financial cause under court order or otherwise;

(e) the repossession or attempted repossession of the Aircraft either by any title holder, or arising out of any contractual agreement to which any Assured protected under this Policy may be party;

(f) delay, loss of use, or except as specifically provided in Section Two any other consequential loss; whether following upon loss of or damage to the Aircraft or otherwise.

(g) any use, hostile or otherwise, of radioactive contamination or matter but this exclusion shall not apply to loss of or damage to an Aircraft if such use is hostile and originates solely and directly;

(i) on board such Aircraft, whether it is on the ground or in the air, or

(ii) external to such Aircraft and causes physical damage to the Aircraft whilst the Aircraft's wheels are no longer in contact with the ground

Any such use originating external to the Aircraft that causes damage to the Aircraft as a result of contamination without other physical damage to the Aircraft exterior is not covered by this Policy.

- (h) any use, hostile or otherwise, of an electromagnetic pulse but this exclusion shall not apply to loss of or damage to an Aircraft if such use originates solely and directly on board such Aircraft, whether it is on the ground or in the air.
- (i) any detonation, hostile or otherwise, of any device employing atomic or nuclear fission and/or fusion or other like reaction, and notwithstanding (g) and (h) above, any radioactive contamination and electromagnetic pulse resulting directly from such detonation is also excluded by this Policy.

#### **SECTION FOUR: GENERAL CONDITIONS**

1. This Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligations to investigate and defend, the renewal agreement (if any), the amount of deductible or self insurance provision where applicable AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or may be added to the Assured's Hull "All Risks" Policy.
2. Should there be any Material Change in the nature or area of the Assured's operations, the Assured shall give immediate notice of such Change to the Underwriters; no claim arising subsequent to a Material Change over which the Assured had control shall be recoverable hereunder unless such change has been accepted by the Underwriters.  
  
"Material Change" shall be understood to mean any change in the operation of the Assured which might reasonably be regarded by the Underwriters as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.
3. The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy shall be conditions precedent to any liability of the Underwriters to make any payment under this Policy: in particular the Assured should use all reasonable efforts to ensure that he complies and continues to comply with the laws (local or otherwise) of any country within whose jurisdiction the Aircraft may be, and to obtain all permits necessary for the lawful operation of the Aircraft.
4. Subject always to the provisions of Section Five, and the Schedule, Underwriters hereon agree to follow the Hull "All Risks" Policy in respect of Breach of Warranty Cover, Hold Harmless Agreements and Waivers of Subrogation.
5. This contract of Insurance shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this Agreement or its validity will be finally decided by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. The Parties shall mutually appoint a sole arbitrator. The venue for the arbitration shall be at Mumbai. The arbitration proceedings shall be conducted in English. Any award made in

such arbitration will be final and binding upon the Parties. Subject to the above, the Parties submit to the exclusive jurisdiction of the courts in Mumbai, India.

#### SECTION FIVE: CANCELLATION REVISION AND AUTOMATIC TERMINATION

Amendment of	1. (a) Underwriters may give notice, effective on the expiry of 7 days from
Terms or	midnight IST. on the day on which notice is issued, to review the rate of
Cancellation	premium and/or the geographical limits. In the event of the review of the rate of premium and/or geographical limits not being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.
Automatic Review of	(b) Notwithstanding 1(a) above, this Policy is subject to automatic review by
Terms or	Underwriters of the rate of premium and/or conditions and/or geographical
Cancellation	limits effective on the expiry of 7 days from the time of any hostile detonation of any device including any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured Aircraft may be directly affected. In the event of the review of the rate of premium and/or conditions and/or geographical limits not being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.
Cancellation by Notice	(c) This Policy may be cancelled by the Assured or Underwriters giving notice not less than 7 days prior to the end of each period of 3 months from inception.
Automatic Termination	2. Whether or not such notice of cancellation has been given this Insurance shall TERMINATE AUTOMATICALLY

## Liberty General Insurance Limited

Corporate Identity Number: U66000MH2010PLC269656.

IRDAI Registration No.150

Unit 1501&1502, 15th Floor, Tower 2, One International Center

Senapati Bapat Marg, Prabhadevi, Mumbai – 400013,

Phone: +91 226700 1313 Fax: +91 226700 1606

Website: www.libertyinsurance.in

UIN: IRDAN150CPAV0028V01202526



pon the outbreak of war (whether there be a declaration of war or not) between any of the following States, namely, the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China.

### SECTION SIX: CLAIMS PROCEDURE

Immediate notice of any event likely to give rise to a claim under this Policy shall be given as stated in Item 7 of the Schedule. In all cases the Insured shall

- (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;
- (b) give notice of any impending prosecution;
- (c) render such further information and assistance as the Insurer may reasonably require;
- (d) not act in any way to the detriment or prejudice of the interest of the Insurer.

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

### SECTION SEVEN : SANCTIONS LIMITATION & EXCLUSION CLAUSE

Liberty General Insurance (LGI/Liberty”) will not be deemed to provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Liberty or its parent to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of India, the European Union, United Kingdom, United States of America or other applicable jurisdiction

#### Grievances:

In case the **Insured** is aggrieved in any way, the **Insured** may contact **Liberty** at the specified address, during normal business hours. In case the **Insured/Insured Person** has not got his/her grievances redressed by **Liberty** within 15 days, then he/she may approach the Insurance Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman is attached to this **Policy**. **Policy** holder may also obtain copy of

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IRDA circular number 1385\_GI-2002\_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of **Policy** holders' interests) Regulations, 2002

**Grievance Redressal Procedure**

We are committed to providing you with the best possible service. In case you are not satisfied with our products or have a complaint to make about this Policy or the financial services we provide to you, please follow the below steps:

**Step 1****Call us** on Toll free number: **1800-266-5844**

(8:00 AM to 8:00 PM, 7 days of the week)

or

**Email us at:** [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

or

**Write to us at:****Customer Service****Liberty General Insurance Limited**Unit 1501 & 1502, 15<sup>th</sup> Floor, Tower 2, One

International Center, Senapati Bapat Marg,

Prabhadevi, Mumbai, Maharashtra 400013

**Step 2**

If our response or resolution does not meet your expectations, you can escalate

at [Manager@libertyinsurance.in](mailto:Manager@libertyinsurance.in)**Step 3**

If you are still not satisfied with the resolution provided, you can further escalate at

[Servicehead@libertyinsurance.in](mailto:Servicehead@libertyinsurance.in)

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by Liberty, you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below.

<b>OMBUDSMAN DETAILS</b>	
<b>Office Details</b>	<b>Jurisdiction of Office Union Territory, District)</b>
AHMEDABAD  Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU  Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560	Karnataka.

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<p>078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in</p>	
<p><b>BHOPAL</b>  Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: oio.bhopal@cioins.co.in</p>	<p>Madhya Pradesh, Chhattisgarh.</p>
<p><b>BHUBANESWAR</b>  Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: oio.bhubaneswar@cioins.co.in</p>	<p>Odisha.</p>
<p><b>CHANDIGARH</b>  Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: oio.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &amp; Kashmir,Ladakh &amp; Chandigarh.</p>
<p><b>CHENNAI</b>  Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: oio.chennai@cioins.co.in</p>	<p>Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).</p>

<p><b>DELHI</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: oio.delhi@cioins.co.in</p>	<p>Delhi &amp; following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p><b>GUWAHATI</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: oio.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p><b>HYDERABAD</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: oio.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p><b>JAIPUR</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: oio.jaipur@cioins.co.in</p>	<p>Rajasthan</p>
<p><b>KOCHI</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>

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<p>Email: oio.ernakulam@cioins.co.in</p>	
<p><b>KOLKATA</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p><b>LUCKNOW</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p><b>MUMBAI</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in</p>	<p><u>List of wards</u> under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and excluding areas of Navi Mumbai.</p>
<p><b>NOIDA</b></p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P- 201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in</p>	<p>State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>

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<p>PATNA</p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:io.patna@cioins.co.in">io.patna@cioins.co.in</a></p>	<p>Bihar, Jharkhand.</p>
<p>PUNE</p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: <a href="mailto:io.pune@cioins.co.in">io.pune@cioins.co.in</a></p>	<p>State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district &amp; Mumbai Metropolitan Region</p>
<p>THANE</p> <p>Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: <a href="mailto:io.thane@cioins.co.in">io.thane@cioins.co.in</a></p>	<p>Area of Navi Mumbai, Thane District, Raigad District, Palghar District and <u>wards of Mumbai</u>, M/East, M/West, N, S and T."</p>

Note: Address and contact number of Governing Body of Insurance Council  
Council for Insurance Ombudsmen, 3rd Floor,  
Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai -400 054.  
Tel No: 022 -69038800/69038812,  
E-mail ID: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in)  
Website: <https://www.cioins.co.in/Ombudsman>

**INSURANCE IS SUBJECT MATTER OF SOLICITATION**