

Liberty Aviation Excess Liability Insurance – Policy Wording

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 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 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 the Policy Schedule; or
 - b) if no amount is set forth in the Policy Schedule the limit of liability under this Policy shall be such amount of the Ultimate Net Loss as set forth in the Policy Schedule excess of the limit set forth in the Policy Schedule.
2. The limit of liability under this Policy as stated in 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.
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 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

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 7 of the Policy Schedule and must follow the following.

- a) Reporting and Lodging of complaint with the local police immediately for the loss due to Terrorism /Burglary / Theft / involvement of any third party / injury or casualty/ malicious act.
- b) Take all reasonable steps within the insured's power to recover / minimize the extent of the loss or damage.
- c) While notifying you claim, please share your 1) policy number under which you prefer to lodge your claim, 2) date of loss, 3) place of loss, 4) cause of loss and 5) estimate of your loss. 6) Details of contact person with mobile no. and e- mail ID.
- d) Preserve the damaged or defective parts / items / assets and make them available for inspection by an official of the insurance company or surveyor /investigator appointed.
- e) Furnish all such information / proofs and documentary evidence as the surveyor / insurance company may require processing your claim.

Followed by notification of a claim, insured is expected to follow the following procedures.

- a) Insured shall do all possible loss minimization activity to reduce further loss or aggravation of loss.
- b) Insured shall not dispose / throwing away /selling / destroying any of damaged item/salvage before inspection of loss by insurer/surveyor been appointed.
- c) Insured shall furnish all necessary documents/photographs/videos and proof / evidence in relevant to their claim to surveyor / insurance company to establish their loss.
- d) Insured shall not offer promise or assurance to any third party for their loss arising out of this incident.
- e) After receipt of all necessary claim documents, re-instatement bills and payment proofs, claim working with surveyor observation would be shared to insured by surveyor / insurance company for their understanding and concurrence.
- f) Based on the final surveyor report, claim preferred by insured would be processed and concluded for settlement.
- g) Post notification of a claim, insured would be followed for the basic settlement documents or clarification on the discrepancy observed on the basic settlement documents. In spite of our best effort, if insured fails to responded for the basic details within the defined time limit , the claim preferred by insured would be repudiated as " Loss was not established".

Basic documents to be submitted by insured for claim settlement (To be submitted by insured after reporting of loss)

- 1. Claim form
- 2. Rest documents shall be updated on reporting of loss by deputed service provider by Liberty General Insurance Co. Ltd. based on the merits of the case

7) Fraudulent Claims

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.

8) 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.

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.

The grounds for cancellation of the policy for the insurer, can be only on the grounds of misrepresentation, non-disclosure of material facts, fraud or non-co-operation of the insured

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

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.

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.

12) Arbitration

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

13) 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 addresses of Offices of Ombudsman is attached to this **Policy**. **Policy** holder may also obtain copy of 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

or

Write to us at:

Customer Service

Liberty General Insurance Limited

Unit 1501 & 1502, 15th 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

Step 3

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

OMBUDSMAN DETAILS	
Office Details	Jurisdiction of Office Union Territory, District)
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 – 560 078.	Karnataka.

Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in	
BHOPAL 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	Madhya Pradesh, Chhattisgarh.
BHUBANESWAR 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	Odisha.
CHANDIGARH 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	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh & Chandigarh.
CHENNAI 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	Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).
DELHI 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	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.

GUWAHATI 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	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
HYDERABAD 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	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR 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	Rajasthan
KOCHI 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 Email: oio.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.
KOLKATA 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	West Bengal, Sikkim, Andaman & Nicobar Islands.

LUCKNOW 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	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.
MUMBAI 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	<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.
NOIDA 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	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 Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in	Bihar, Jharkhand.
PUNE 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: oio.pune@cioins.co.in	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region

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: IRDAN150CPAV0029V01202526



THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai , M/East, M/West, N, S and T."
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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.inWebsite: <https://www.cioins.co.in/Ombudsman>**INSURANCE IS SUBJECT MATTER OF SOLICITATION**