

Hull/Spares War Risk Insurance Policy

Prospectus

Aviation Insurance portfolio of USGIC encompasses various types of covers designed for Airline Operators, Corporates/Government Departments owning Aircrafts and big Industrialists/Celebrities like famous film personalities, sportsmen etc. owning Aircrafts for their respective use-business, commercial, private or pleasure.

Details of coverage and exclusions under this policy are given as under:

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 Insured'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 Insured.

Furthermore, this Policy covers claims excluded from the Hull "All Risks" Policy from occurrences whilst the Aircraft is 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).

SECTION TWO: EXTORTION AND HI-JACK EXPENSES

1. This Policy will also indemnify the Insured 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, etc (as Section One clause (e)) or hi-jacking, etc (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 Insured 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 use of any chemical, biological or biochemical materials or the threat of same unless such materials are used or threatened to be used solely and directly in
 - (i) the Hi-jacking, unlawful seizure or wrongful exercise of control of an Aircraft as stated in the Schedule and then only in respect of loss of or damage to such aircraft as insured under clause (f) Section One above; or
 - (ii) 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;

- (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 Insured 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
 - (i) detonation, hostile or otherwise, of any device employing atomic or nuclear fission and/or fusion or other like reaction,
 - (ii) use of radioactive contamination or matter,
 - (iii) use of an electromagnetic pulse.

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 Insured's Hull "All Risks" Policy.
2. Should there be any Material Change in the nature or area of the Insured's operations, the Insured shall give immediate notice of such change to the Insurers; no claim arising subsequent to a Material Change over which the Insured had control shall be recoverable hereunder unless such change has been accepted by the Insurers and confirmed in writing.

"Material Change" shall be understood to mean any change in the operation of the Insured which might reasonably be regarded by the Insurers 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 Insurers to make any payment under this Policy: in particular the Insured 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, Insurers hereon agree to follow the Hull "All Risks" Policy in respect of Breach of Warranty Cover, Hold Harmless Agreements and Waivers of Subrogation.

SECTION FIVE: CANCELLATION REVISION AND AUTOMATIC TERMINATION

Amendment of Terms or Cancellation 1. (a) Insurers may give notice, effective on the expiry of 7 days from midnight I.S.T. on the day on which notice is issued, to review the rate of 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 Insured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.

Automatic Review of Terms or (b) Notwithstanding 1.(a) above, this Policy is subject to automatic review by Insurers of the rate of premium and/or conditions and/or geographical limits effective on the expiry of 7 days from

Cancellation the time of 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 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 Insured 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 Insured or Insurers 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**

upon 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.

PROVIDED THAT if the Aircraft is in the air when such outbreak of war occurs then this insurance, subject to its terms and conditions and provided not otherwise cancelled, terminated or suspended, will be continued in respect of such Aircraft until the said Aircraft has completed its first landing thereafter.

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

Section Six: Eligible Discounts

Insured will be eligible for maximum discounts on premium. Criteria for such discount may include but not limited to the following:

- Make,
- Model,
- Use of aircraft,
- Maintenance of aircraft,
- Experience and expertise of the pilots,

- Past loss experience
- Territory of operations

Section Seven: Claims Procedure

Claim Intimation

In the event of any circumstances likely to give rise to a claim insured 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) Intimate us as soon as reasonably possible. Notice of claim and registration shall be done at our Toll Free Number: 1800-22-4030 / 1800-200-4030. Alternatively, you can notify your claim by sending mail to <contactclaims@universalsampo.com>.

d) 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.

e) 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.

f) 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 respond 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)

- i) A final Survey Report inter-alia incorporating the following:
 - a. Name of the registered owner of the vessel
 - b. Identity of the vessel including registration details. Licence particulars including validity thereof wherever applicable.
 - c. The details of loss suffered;
 - d. The Surveyor's observation on the alleged circumstances of the loss;
 - e. The reasonable probability of the alleged circumstances giving rise to the losses noticed and/or claimed;
 - f. Quantification of repairs/replacement cost, Salvage, Sue and Labour etc. where applicable.
 - g. Cause of loss as per the Perils Clause of the policy.
 - h. Confirmation of class if applicable.
 - i. Confirmation on compliance with Conditions and Warranties relating to Trading, Weather, Lay up, Watch and Ward etc., and also the provisions of the applicable statutes.
 - j. Adequacy of sum insured for G.A, Salvage, Sue & Labour, Collision liability claims etc.
 - k. In case of total loss claims, specific recommendations of the surveyors whether the claim is actual total loss or constructive total loss with reasons.
 - l. Comments as to the direction, speed and angle of blow in respect of collision claim together with opinion on degree of blame attaching to each vessel.
 - m. Photographs of the wreck, salvage operations, Sue and Labour etc. wherever practicable.
- ii) Copy of Certificate of Registration and License, if any, issued by the concerned authorities;
- iii) Original of the Certificate/Letter of Cancellation of Registration of vessel in respect of Total Loss claims.
- iv) Weather Report for the relevant place, date and time from the competent authority in case Adverse Weather Warranty is involved;
- v) Affidavits and/or statements by the Owner, Tindal and all members of the crew separately of the insured vessel and/or rescuing vessel, if any, made to any authority such as Police, Magistrate, Notary Public, Port Office, Indian Consulate etc.
- vi) Marine Casualty Form issued by Mercantile Marine Department where applicable.
- vii) Police Report for claims within the territorial waters and for SRCC claims.
- viii) The loss should be reported to the Port Authorities if occurring within the port area.

ix) In view of the localised and small scale operation, 'Salvage Charges' covered under the Fishing Vessels' policy is to be seen differently from that under Ocean-going Vessels' Policy in as much as neither the Lloyd's Open Form for salvage agreement nor any international professional salvor is ever likely to be involved in salvaging such vessels. Therefore, in most of the cases the salvage services rendered to fishing vessels will be contracted salvage and, for the purpose of eliminating unnecessary complications, it is advisable to treat such 'Salvage Charges' as 'Sue and Labour' costs for all practical purposes. It is, however, to be ascertained that the amounts claimed for such costs are both actually incurred and judiciously and reasonably incurred as also incurred to avoid or minimise a loss that would otherwise be admissible under the policy.

x) In the event of a Total and/or Constructive Total Loss claim being considered for admission, the original insurance policy duly discharged by the insured is to be collected. However, where the original policy is reported to be lost, an appropriate Letter of Indemnity in lieu thereof should be obtained from the insured.

xi) In the event of a claim for Partial Loss/Expenses, Salvage, Salvage Charges or Sue and Labour Charges, original repair bills, cash memos and similar documents duly verified and certified by the

Surveyor as also Salvor's/diver's Report where applicable, are to be furnished. Claims for Sue & Labour Charges may have to be considered for settlement over and above the TL/CTL claim settlement. For these also original bills/cash memos in support of expenses incurred are required.

xii) For claims other than TL / CTL, the applicable deductible should be first deducted from the total claim amount as provided for in the clauses attached to and forming part of the policy.

In addition to the above, the following documents have to be collected for Sailing vessel claims.

- i) Certificate of Inspection
- ii) Free Board Certificate before commencement of the voyage;
- iii) Cargo Manifest
- iv) Load Line Certificate
- v) Port Clearance Certificate;

In case of Fishing Vessels, wherever the provisions of the Merchant Shipping(Amendment) Act 1983 Part XVA, Section 435A to X are applicable, the Surveyors should be directed to report on the compliance thereof

Grievances:

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

➤ Step 1

a. Contact Us

1-800-224030/1-800-2004030

b. E-mail Address: Contactus@universalsompo.com

c. Write to us Customer Service Universal Sampo General Insurance

Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

d. **Senior Citizen Number:** 1800 267 4030

➤ **Step 2**

If the resolution you received, does not meet your expectations, you can directly write to our Grievance Id. After examining the matter, the final response would be conveyed within two weeks from the date of receipt of your complaint on this email id.

Email Us- grievance@universalsompo.com

Drop in Your concern

Grievance Cell: Universal Sampo General Insurance Co. Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Visit Branch Grievance Redressal Officer (GRO)

Walk into any of our nearest branches and request to meet the GRO

- We will acknowledge receipt of your concern immediately
- Within 2 weeks of receiving your grievance, we will respond to you with the best solution.
- We shall regard the complaint as closed if we do not receive a reply within 8 weeks from the date of our response

➤ **Step 3:**

In case, You are not satisfied with the decision/resolution of the above office or have not received any response within 15 working days, You may write or email to:

Chief Grievance Redressal Officer

Universal Sampo General Insurance Company Limited

Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Thane- Belapur Road, Airoli, Navi Mumbai, Maharashtra - 400708

Email : gro@universalsompo.com

For updated details of grievance officer, kindly refer the link <https://www.universalsompo.com/resourse-grievance-redressal>

➤ **Step 4.**

Bima Bharosa Portal link : <https://bimabharosa.irdai.gov.in/>

Insurance Ombudsman

You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at www.irdai.gov.in, or of the General Insurance Council at <https://www.gicouncil.in/>, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The updated contact details of the Insurance Ombudsman offices can be referred by clicking on the Insurance ombudsman official site:
<https://www.cioins.co.in/Ombudsman>

Note: Grievance may also be lodged at IRDAI <https://bimabharosa.irdai.gov.in/>

Besides the aforesaid aviation policy, Universal Sampo General Insurance Company Ltd also provides various other tailor-made insurances as per the requirement of the Insured in Aviation Business.

*Please note that the above is only a list of the salient features of the Policy, for complete details please refer to the Policy wordings.

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

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 of 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 a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the the Company.

Any person making Default in complying with the provisions of this section shall be punishable with fine which may extend to Ten Lakhs Rupees.

Registered & Corp Office: Universal Sampo General Insurance Company Ltd. 8th Floor & 9th Floor (South Side), Commerz International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon East, Mumbai 400063, Toll free no: 1800-22-4030/1800-200-4030, IRDAI Reg no: 134, CIN# U66010MH2007PLC166770 E-mail: contactus@universalsampo.com, website link www.universalsampo.com