

AVIATION PRODUCT LIABILITY AND OTHER AVIATION LIABILITIES POLICY

UIN: IRDAN108CP0008V01201819



WITH YOU ALWAYS

PROPOSAL FORM

This proposal for insurance will be the basis of any subsequent insurance policy that we issue to you. It is essential that you answer fully and accurately all of the questions contained in this proposal, and that you provide us with any and all additional information relevant to the risk to be insured or our decision as to the acceptance of the risk or the terms upon which it should be accepted. Your failure to comply with this obligation now may result in the rejection of your claim and the avoidance of your policy when a claim is made. If you are in any doubt about the information to be given, please seek the advice and guidance of your insurance advisor or agent. 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.

Insured Information

1. Full name and address of Insured: _____
Address: _____
2. Please list any subsidiaries to be named on the insurance documentation: _____
3. Contact Details:
 - (a) Insured's web site address: _____
 - (b) Contact name: _____
 - (c) Contact telephone number: _____
 - (d) Email contact: _____
4. Nature of the Insured's business: _____
5. Period of cover required: _____
6. Limit of Liability required: _____
7. Current Insurer (if applicable) and annual premium: _____

Risk Details

Aviation Products Liability

Aviation Product means a completed Aircraft or Space or Satellite Vehicle and any article forming part thereof or supplied for installation in an Aircraft or Space or Satellite Vehicle or for use in connection with an Aircraft or Space or Satellite Vehicle or for spare parts for an Aircraft or Space or Satellite Vehicle, including ground handling tools and equipment (ground handling would include radar installation, ILS, runway lighting and other equipment directly relating to aircraft operation). An aviation product would also include training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured.

Multi-Role products - products which while not specifically designed/intended for aviation could have an aviation application, i.e. product testing/product line equipment, weapon guidance systems, multi-role systems etc.

1. Product description
 - (a) Please describe all of the Insured's aviation products (Supply brochures/internet references if possible). Please advise whether these are designed, manufactured, assembled or distributed by the Insured. _____
 - (b) Please list the types of aircraft to which the Insured's products are fitted and the application of these products. _____
 - (c) Are any of the Insured's products used in space applications, e.g. launchers, satellites, etc. _____

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2. Please list your main customers _____

3. Have any of the Insured's aviation products ever been subject to (Please advise details if applicable):

(a) Manufacturer service bulletin or advisory? _____

(b) FAA or CAA (or similar agency) airworthiness directive _____

(c) Emergency airworthiness directive _____

(d) Grounding? _____

(e) A product recall? (If so, please advise who issued the recall) _____

4. Does the Insured have or is working towards ISO 9001/2 accreditation? Yes ☐ No ☐

5. Does the Insured maintain a products integrity programme? Yes ☐ No ☐

6. (a) Please advise total (gross) aviation sales split by type below:

Product Application	Actual sales for past 12 months	Estimated sales for next 12 months	% of sales to USA
Military aircraft			
UAVs			
Ultralight aircraft, microlights, etc.			
General Aviation aircraft (<50 seats)			
Current production civilian widebody aircraft			
All other civilian aircraft			
Multi role products			
Space - government spacecraft/launch vehicles			
Space - commercial spacecraft/launch vehicles			
Space - government/military satellites			
Space - commercial satellites			
TOTALS			%

(b) Please advise actual aviation products sales for the last 5 years. _____

Working Parties Liability

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence arising in the course of any work or the performance of any duties carried out by or on behalf of the Insured in connection with the Insured's business or operations away from the Insured's premises in connection with any Aircraft Product including liability for Property Damage to such Aircraft Product.

7. Do any employees work away from the Insured's premises on or around aircraft? Yes ☐ No ☐

8. If yes to question 7 above, please advise:

(a) Number of employees working on or around aircraft? _____

(b) Approximate number of visits each year? _____

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- (c) Type of work performed? _____
- (d) Type of aircraft worked on? _____ Yes ☐ No ☐
- (e) Number and types of vehicles taken airside? _____
- (f) Are vehicles taken within a 25 metre radius of aircraft? _____ Yes ☐ No ☐

Aviation Premises Liability

Bodily Injury or Property Damage occurring in or about the Insured's aviation premises as a direct result of the services granted by the Insured, caused by the fault or negligence of the Insured or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's aviation business.

9. Does the Insured operate from any premises located at an airport? If yes, please advise which airport(s). _____
10. Please list the type of buildings occupied at these premises and the activities undertaken therein. _____
11. Please list all vehicles/mobile equipment taken airside at these premises. _____

Aviation Hangarkeepers' Liability

Property Damage to aircraft or aircraft equipment not owned, rented or leased by or loaned to the Insured occurring whilst in Flight or On the Ground in the care, custody or control of or whilst being serviced, handled or maintained by the Insured.

12. Does the Insured ever have in their care/custody/control aircraft belonging to a third party? _____ Yes ☐ No ☐
13. If yes, please advise for aircraft in the Insured's care/custody/control:
- (a) Average value of individual aircraft? _____
- (b) Maximum value any one aircraft? _____
- (c) Average total value of all aircraft in the Insured's care/custody/control? _____
- (d) Maximum value of all aircraft? _____
- (e) Maximum value in any one hangar? _____
- (f) Maximum value of such aircraft held outside of hangars? _____
14. Does the Insured flight test aircraft? If so please advise:
- (a) Names of all pilots _____
- (b) Flight experience/flight hours by type of aircraft for each pilot _____
15. (a) Limit of indemnity required for Hangarkeepers' Liability: _____
- (b) Coverage for Hangarkeepers' liability will be subject to deductibles. Please advise if there is a preferred level of deductible: _____

Non-owned Aircraft Liability

The Insured's legal liability for bodily injury or property damage caused by an Occurrence and arising out of the operation of aircraft by the Insured or other aircraft the Insured may charter or hire during the policy period (provided the Insured does not own any part of the aircraft, is not involved in the service or maintenance of the aircraft, and declares any such charter or hire to Insurers prior to operation.

16. Does the Insured rent/hire/charter aircraft? _____ Yes ☐ No ☐
17. If the Insured requires coverage for this liability, please advise:
- (a) Types of aircraft/helicopters used? _____
- (c) Names and flight experience of pilots? _____
- (d) Estimated number of hours per year? _____
- (e) Maximum seating capacity of aircraft used? _____ Yes ☐ No ☐
- (f) Territorial limits of operation? _____

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(g) What is the purpose of use (For example, travel, surveying, cargo transport, etc.)? _____

(h) Is the Insured named as an additional insured under the aircraft operator's insurance? Yes ☐ No ☐

(i) Please provide the names of aircraft operators used and the limits of liability they purchase in respect of their aircraft?

Declarations

18. Please give details of any paid and outstanding claims over last 5 years or any incidents which could or may give rise to a claim:

19. Has any insurance company or underwriter ever in connection with any aviation liability:

a) Declined your proposal? Yes ☐ No ☐

b) Refused to renew your policy? Yes ☐ No ☐

c) Cancelled your policy? Yes ☐ No ☐

d) Required an increased premium or imposed any special conditions at any time? Yes ☐ No ☐

If the answer to any of the above is "YES" please provide full details.

Other Information

1. PAN CARD Number (10 Digit Number) _____

2. Sources of funds: ☐ Salary ☐ Business ☐ Investments ☐ Others (please specify) _____

3. GSTN No _____

Section 41 of Insurance Act 1938 (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 of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of 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 published prospectus or tables of the insurer."
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.

Section 64 VB of the Insurance Act 1938

Commencement of risk cover under the policy is subject to receipt of premium by Tata AIG General Insurance Company Limited.

AML declaration

1. I/we hereby confirm that all premiums paid / payable in future will be from bonafide sources and not paid out of proceeds of crime and that such premiums are not disproportionate to my/our income. I / we understand that the Company has the right to call for documents to establish sources of funds and to cancel the insurance policy in case I / we are found guilty by any competent court of law under any of the statutes, directly or indirectly governing the prevention of money laundering law in India.
2. I / we are not Politically Exposed Persons * nor are their close relatives / family members / associates. I / we shall keep the company informed if we subsequently become a Politically Exposed Person / close relative / family member / associate of Politically Exposed Persons.

"Politically Exposed Persons" shall have the meaning assigned to it under Prevention of Money-Laundering (Maintenance of Records) Amendment Rules, 2023 as amended from time to time.

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Declaration (in respect of all sections)

I / We do hereby solemnly declare and state that all information given above is true to my / our knowledge. In case such information is found at any time in future to be false or misleading or it is found by the insurer that I / We have not disclosed any fact which is material to the assessment of the risk, the insurance cover granted to me / us shall be deemed to be null and void and I / We shall not be entitled to any benefit hereunder.

The content of this form along with product benefits, terms/conditions and exclusions have been clearly explained to me/us. I/we have understood these and confirm to abide by the policy terms & conditions.

Authorised Signatory

Company Stamp

Name and Designation of Authorised person:

Vernacular Declaration by the intermediary **(Certification in case the proposer has signed in vernacular/thumb print):**

I, _____ (Full Name) in my capacity as an Insurance Advisor/ Specified Person of the Corporate Agent/ Authorized employee of the Broker/ Relationship Officer of the Broker, do hereby declare that I have explained all the contents of this Proposal Form, including the nature of the questions contained in this Proposal Form to the Proposer including statement(s), information and response(s) submitted by him/her in this Proposal Form to questions contained herein or any details sought herein will form the basis of the Contract of Insurance between the Company and the Proposer, if this Proposal is accepted by the Company for issuance of the Policy. I have further explained that if any untrue statement(s)/ information/ response(s) is/are contained in this Proposal Form/including addendum(s), affidavits, statements, submissions, furnished/to be furnished, the Company shall have the right to vary the benefits which may be payable and further more if there has been a non-disclosure of any material fact, the policy issued to his/her favor pursuant to this Proposal may be treated by the Company as null and void and all premiums paid under the Policy may be forfeited to the company.

The content of this form along with product benefits, terms/conditions and exclusions have been clearly explained by me in vernacular to the proposer who has understood and confirmed the same.

Name of the specified Person and code: _____

Place: _____ Date: _____ Signature of Agent/ intermediary: _____

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