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96年8月31日依行政院金融監督管理委員會95年9月1日金管保二字第09502522257號令修正 96.8.31 產海字第0960000824號函備查

THE SCHEDULE

Policy Number: {Missing}

Name of Insured:

{Missing}

Address of Insured:

{Missing}

Period of Insurance:

From: {Missing}

To: {Missing}

both days inclusive and for such further period or periods as may be mutually agreed upon

Aircraft insured hereby are all those identified in the Schedule of Aircraft detailed below as insured by the Hull Policy:

Aircraft Type	Registration No.	Attachment Date
{Missing}	{Missing}	{Missing}

Interests insured hereby are all those identified in the list of interests detailed below as insured by the Hull Policy:

Name and Address	Aircraft Registration
{Missing}	{Missing}



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LIMITS of this Policy in accordance with Condition 5 herein:

Limit

- (a) {Missing} the aggregate during the period of this Policy in respect of all Aircraft and all claims by all interests insured hereby.
- (b) {Missing} maximum any one loss or occurrence.
- (c) {Missing} the amount not payable hereon in respect of each claim, in accordance with Condition 8.B(iii)(b) herein.

Uses of the Aircraft permitted by this Policy:

{Missing}

Geographical Limits of this Policy

{Missing}

Pilots permitted to operate the Aircraft for the purposes of this Policy:

{Missing}

Premium:

{Missing}

Immediate notice (not later than 30 days after the date of a record in the appropriate log as specified in B.2(ii) herein) of any event likely to give rise to a claim hereon to be given to:

{Missing}



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SYNDICATE 340 HULL DEDUCTIBLE WORDING

WHEREAS: there is in force, for the benefit of the Insured, a policy of hull all risks insurance (referred to below as the "Hull Policy") and

(a) risks insurance (referred to below as the "Hull Policy") and

(b in accordance with the Hull Policy amounts may be deducted from

) claims by reference to deductible provisions therein:

In consideration of the premium specified in the Schedule, this Policy (referred to below as "this Policy") covers the cost of repairs or replacement of parts and expenses associated therewith subject to the Limits specified in the Schedule in respect of sums which would have been payable in accordance with the Hull Policy but for the operation of deductible provisions therein and subject otherwise to all terms, conditions and exclusions of this Policy.

AS USED HEREIN:

"Aircraft" means : **all aircraft insured by the Hull Policy as per Schedule hereon (including all endorsements hereon) excluding Engines, Auxiliary Power Units and other spares unless fitted to an Aircraft insured hereby.**

"Deductible" means : the amount or proportion to be deducted from claims in accordance with the Hull Policy howsoever such amount or proportion is described therein whether as deductible or excess or the like and applied in relation to each and every claim, loss, or occurrence, or to each Aircraft or to each engine or in the aggregate during the period of the Hull Policy.

"Insured" means : all parties identified in the Schedule whose interests in the Aircraft are insured by the Hull Policy.

"Overhaul Cost" means : the cost of labour and materials which are or would be incurred in the overhaul or replacement (whichever is necessary) of a lost or damaged Unit (or a similar Unit) at the end of its Overhaul Life.



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"Overhaul Life" means: the amount of use in hours or cycles, or in operational and/or calendar time which, according to the appropriate Airworthiness Authority of the Aircraft, determines when overhaul or replacement of a Unit is required.

"Unit" means : a part or an assembly of parts (including any sub-assemblies) or a module which has been assigned an Overhaul Life by the said Airworthiness Authority.

"Engine & Auxiliary Power Unit" means : wherever fitted, shall each be defined as all parts contained **within and including the engine pod** (including but not limited to fairings, pylons, Q.E.C, cowlings, nacelles, thrust reversers and ancillaries).

COVER "A" - GENERAL

Subject to the Limits specified in the Schedule, the Underwriters will, at their option, pay for, replace or repair accidental loss of or damage to the Aircraft including reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft, consequent upon damage or forced landing.

COVER "B"- ENGINES & AUXILIARY POWER UNITS

B.1 In respect of an Engine/Auxiliary Power Unit fitted to an Aircraft, loss or damage within the Engine/Auxiliary Power Unit is only covered if caused by:

- (i) fire or explosion commencing outside the Engine/Auxiliary Power Unit which is covered by this Policy or
- (ii) ingestion through an air intake of any object or material which is not part of the Engine/Auxiliary Power Unit in accordance with B.2 below.

B.2 Damage caused by any object or material which is not part of the Engine/Auxiliary Power Unit is covered only if the Insured can demonstrate that all the following conditions had been met:

- (i) the object or material entered the Engine/Auxiliary Power Unit from a region external to the Engine/Auxiliary Power Unit.
- (ii) an occurrence giving rise to damage, or damage itself, is evidenced by a record in the Aircraft and/or other technical log made at the time of the occurrence or damage.
- (iii) such damage was detected before the Engine/Auxiliary Power Unit (or any rotor or stator assembly or sub-assembly of the fan, compressor or turbine) was removed from the Aircraft and
- (iv) immediately after detection of damage as above, the Engine/Auxiliary Power Unit was removed from the Aircraft at the earliest opportunity and dispatched for repair, and was not to be subject to further running on the ground or in the



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air unless and until all damage arising out of the said occurrence had been rectified and

- (v) the said occurrence or damage was notified to Underwriters as soon as the Insured became aware of said occurrence or damage and in any event not later than **30 days** after the date of a record in the appropriate log as specified in B.2 (ii) above.

CONDITIONS

1. The due observance and fulfilment of all the terms, conditions and endorsements of this Policy shall be a condition precedent to any liability of the Underwriters.
2. For the purpose of this Policy, unless otherwise stated in the Schedule hereto: the Insured is the same as in the Hull Policy and all Aircraft are insured hereby for the same periods as the Hull Policy.
3. In the event of any conflict between the provisions of the Hull Policy and the provisions of this Policy, the provisions of this Policy shall prevail to the extent of the Policy Limits hereon.
4. It is warranted that:
 - (a) the Hull Policy is in full force and effect with respect to any Aircraft which is the subject of any claim hereunder.
 - (b) loss, damage or expense which is the subject of any claim hereunder would have been paid or admitted in accordance with the Hull Policy but for the application of Deductible provisions therein.
 - (c) all aircraft insured hereby have been declared to Underwriters hereof and all premium due hereon has been paid, or will be paid subject to the terms and conditions hereof.
5. The Limits of Liability of Underwriters hereof are specified in the Schedule. In the event of any difference between the applicable limit specified as Limit (a) or (b) in the Schedule and the amount of any corresponding applicable Deductible in the Hull Policy, the liability of Underwriters hereof is limited to whichever is the lower. Underwriters hereof are not liable unless and until the amount of any claim hereunder exceeds the amount specified as Limit (c) in the Schedule.

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Underwriters in respect of any or all Insureds shall not exceed the Limits specified in the Schedule.
6. The Insured shall at all times use due diligence and do everything reasonably practicable to avoid or diminish any loss hereon.



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7. The Insured shall comply with all:

- (i) air navigation and airworthiness orders, regulations and requirements issued by the appropriate airworthiness authority of the Aircraft and
- (ii) recommendations of the manufacturers of the Aircraft (or any part thereof) and incorporate all service bulletins and modifications within the timescale specified by said manufacturer.

The Insured shall also ensure that:

- (a) the Aircraft is airworthy at the commencement of each flight.

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(b) all Log Books and other records in connection with the Aircraft (including any part thereof) which are required by any regulations in force from time to time shall be kept up to date and shall be produced to the Underwriters or their Agents on request.

(c) employees and agents of the Insured comply with such orders, regulations, requirements and recommendations.

CLAIM NOTIFICATION AND PROCEDURE

8.A Immediate notice (not later than 30 days after the date of a record in the appropriate log as specified in B.2 (ii) herein) of any event likely to give rise to a claim under this Policy shall be given as stated in the Schedule. In all cases the Insured shall:

- (a) furnish full particulars in writing of such event.
- (b) render such further information and assistance as the Underwriters may reasonably require.
- (c) not act in any way to the detriment or prejudice of the interest of the Underwriters.

8.B(i) If the Aircraft/Engine or Auxiliary Power Unit is damaged:

- (a) no dismantling or repairs shall be commenced without the **consent** of the Underwriters except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority.
 - (b) the Underwriters will pay only for repairs, transport, labour and materials by the most economical method unless the Underwriters agree otherwise with the Insured.
- (ii) If the Underwriters exercise their option to pay for or replace any part of the Aircraft, Engine or Auxiliary Power Unit:
- (a) the Underwriters may take such part (together with all documents of record and title thereto) as salvage.
 - (b) the replacement part shall be of a similar make and type and in a reasonably like condition as the part replaced unless otherwise agreed with the Insured.
- (iii) There shall be deducted from each claim:



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- (a) betterment through wear and tear and deterioration, and, with regard to lifed items, such proportion of the Overhaul Cost of any Unit repaired or replaced as the amount of use thereof bears to the Overhaul Life of the Unit.
- (b) the amount specified as Limit (c) in the Schedule.



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9. To the extent of any indemnity given or a payment made by the Underwriters under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Underwriters in the exercise of such rights and remedies.
10. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Underwriters and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Underwriters.
11. This Policy may be cancelled by either the Underwriters or the Insured giving 10 days notice in writing of such cancellation. If cancelled by the Underwriters, they will return a pro-rata portion of the premium in respect of the unexpired period. If cancelled by the Insured a return of premium shall be at the discretion of the Underwriters. There will be no return of premium if a loss is paid or is payable under this Policy.
12. This Policy shall not be assigned in whole or in part except with the consent of the Underwriters verified by endorsement hereon.
13. This Policy shall be construed in accordance with English Law and any dispute or difference between the Insured and the Underwriters shall be submitted to arbitration in London in accordance with the Statutory provisions for arbitration for the time being in force.
14. When two or more Aircraft are insured hereunder, the terms of this Policy apply separately to each, subject always to any aggregate limit specified as Limit (a) in the Schedule.
15. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall automatically become void from inception of this Policy.
16. Any addition or deletion to the Schedule of Aircraft is to be agreed prior to said attachment/deletion at terms to be agreed by the Leading Underwriter only.
17. All additional interests in the Aircraft as per Schedule are to be agreed by the Leading Underwriter only prior to attachment of said interest.



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EXCLUSIONS

This Policy does not apply:

1. To any claims payable under any "Breach of Warranty" coverage under the Hull Policy.
2. Whilst the Aircraft is being used for any illegal purpose, or for any purpose not permitted either by the Hull Policy or by this Policy as specified in the Schedule.

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3. Whilst the Aircraft is outside the geographical limits of either the Hull Policy or of this Policy as specified in the Schedule unless due to force majeure.
4. Whilst the Aircraft is being operated by any person other than as authorised either by the Hull Policy or by this Policy as specified in the Schedule.
5. Whilst the Aircraft or any part thereof is being transported by any means of conveyance except as the result of an accident giving rise to a claim under the Hull Policy.
6. Whilst the Aircraft is landing on or taking off or attempting to do so at a place or in conditions which do not comply with the recommendations laid down by the manufacturers of the Aircraft except as a result of force majeure.
7. To loss or damage due to wear and tear, abrasion, corrosion, deterioration, erosion, fatigue, freezing, overheating, oxidation or anything having a progressive or cumulative damage effect.
8. To loss or damage due to electric, electronic, mechanical, structural, pneumatic, hydraulic or control systems defect, failure or breakdown.
9. To loss or damage excluded by the following clauses which are attached hereto and made part hereof:

AVN38B Nuclear Risks Exclusion Clause.

AVN48B War, Hi-jacking and Other Perils Exclusion Clause (Aviation).

11/96

LSW492A