



SATELLITE IN-ORBIT THIRD PARTY LIABILITY INSURANCE WORDING

POLICY SCHEDULE

NAMED INSURED:

NAMED INSURED'S ADDRESS:

ADDITIONAL INSURED:

PERIOD: From:
To:
both dates at 00.01 hours at the Named Insured's Address (the "Period").

PREMIUM: Premium:
GST:
Total Premium:

LIMIT OF LIABILITY: The limit of liability under this insurance is _____
any one Occurrence ("Limit of Liability")

In addition, legal costs and expenses are payable by the Insurers as more fully stated under Insuring Agreement 'Defence, Settlement, Supplementary Payments'.

NAMED INSURED'S ACTIVITIES: The Named Insured's Activities are those associated with the ownership of the Satellite

SATELLITE DETAILS:

GEOGRAPHICAL LIMITS: Unrestricted

ATTACHMENT OF RISK: Risk of loss attaches ___ days after separation of the Satellite from the Launch Vehicle

TERMINATION OF RISK: Risk of loss terminates one year after Attachment of Risk at 00.01 hours local time at the Named Insured's Address

INSURING AGREEMENT / POLICY WORDING

In consideration of payment of the Premium and in reliance upon statements in the Declarations and in all the underwriting information provided to the Insurer by the Insured, and subject to all of the terms, conditions, limitations and exclusions of the Policy the Insurer agree with the Named Insured as follows:

Third Party Bodily Injury and Property Damage Liability

The Insurers will pay on behalf of the Insured all sums up to the Limit of Liability which the Insured shall become legally obligated to pay as damages to third parties, or as a result of a settlement for:

- (a) bodily injury, sickness or disease, including death at any time resulting therefrom sustained by any person, hereinafter called "Bodily Injury"; and/or
- (b) loss of or damage to or destruction of the property of others including loss of use thereof, hereinafter called "Property Damage"

caused by an Occurrence and arising out of the Named Insured's Activities and including liability arising under the Convention on International Liability for Damage Caused by Space Objects 1972 (TIAS 7762) and any amendments thereto.

Notwithstanding the inclusion of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the Limit of Liability.

Defence, Settlement, Supplementary Payments

With respect to such coverage as is afforded under this insurance the Insurers shall:

1. Have the right and obligation to defend at their cost and expense in the name of and on behalf of the Insured any suit or other proceedings, even if groundless, false or fraudulent, brought against the Insured. However, the Insurers shall have the right to make such investigation, negotiation and settlement of any claim or suit as they deem expedient. Furthermore, the Insurers shall pay all expenses incurred by the Insured with the Insurers' approval (other than the salaries of the Insured's employees and the Insured's normal office expenses) in respect of any such suit or other proceedings brought against the Insured.
2. Pay all premiums on bonds to release attachments for an amount not in excess of the applicable Limit of Liability of this insurance and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds.
3. Pay all costs taxed against the Insured in any such suit or proceedings and all interest accruing after entry of judgement until the Insurers have paid, tendered or deposited in court, such part of such judgement as does not exceed the applicable Limit of Liability of this insurance.
4. pay expenses incurred by the Insured or the Additional Insureds, for such immediate medical and surgical relief to third parties as shall be imperative at the time of an Occurrence;
5. pay all expenses incurred by the Insurer for investigation, adjustment and defence, and reimburse the Insured or the Additional Insureds, for all reasonable expenses incurred at the Insurer's request.

The amounts incurred for Defence, Settlement and Supplementary Payments, except for actual settlement amounts in respect of claims and suits, are payable by the Insurers in addition to the Limit of Liability of this insurance. However, the Insurers shall only be liable to pay for that proportion of the said costs, expenses and interest which the Limit of Liability of this insurance bears to the total amount of damages or settlement awarded for Bodily Injury and/or Property Damage caused by the Occurrence.

CONDITIONS

1. CHANGES

Notice to or knowledge possessed by any agent or other person shall not effect a waiver nor a change in any part of this insurance nor stop the Insurers from asserting any right under the terms of this insurance. The terms of this insurance may be waived or changed only upon mutual agreement between the Named Insured and the Insurers, and, for any matters affecting the Named Insured's licence with the written approval of the Government of India by an endorsement issued to form a part hereof, signed by a duly authorised officer or representative of the Insurers.

2. NOTICE

In the event of an occurrence that in the reasonable judgement of the Named Insured is likely to result in a claim under this policy, the Insured shall give a written notice thereof as soon as possible to the Insurers. Thereafter supplement such notice with written notice containing all reasonably obtainable information concerning the circumstances and nature of such event. Such Notice of Potential Loss shall contain sufficient particulars to identify the Insured and the Satellite and all reasonably obtainable information describing the occurrence. If a claim is made or suit is brought, the Insured shall immediately forward to the Insurers every applicable demand, notice, summons or other process received by the Insured or its representatives. In no event shall the Notice of Potential Loss be provided later than thirty (30) days after the officers and/or directors and/or program manager of the Named Insured become aware of the occurrence, or thirty (30) days following Termination of Risk, whichever is earlier. Inadvertent failure of the Insured to comply with this condition shall not invalidate this insurance, but such failure shall be rectified as soon as discovered.

3. DECLARATIONS

By acceptance of this insurance the Named Insured agrees that the statements in the Declarations are its agreements and representations and that this insurance is issued in reliance upon the truth of such representations and that this insurance embodies all agreements existing between the Named Insured and the Insurers or any of their agents relating to this insurance.

4. ASSISTANCE AND CO-OPERATION OF THE INSURED

The Insured shall co-operate with the Insurers and upon the Insurers' request, attend hearings and trials and assist in making settlements and in the conduct of suits and any expenses incurred upon such request of the Insurers shall be paid by the Insurers. The Insured shall not, except at its own cost, voluntarily make any payment, assume any obligation or incur any expense.

5. DUE DILIGENCE

The Insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss under this insurance.

6. SUBROGATION

In the event of any payment under this insurance the Insurers shall be subrogated to all the Insured's rights of recovery thereof up to the amount of such payment against any person or organisation and at the Insurers' request the Insured shall execute and deliver instruments and papers and do whatever else is reasonably necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. The Insurers agree not to pursue subrogation against any entity or person with which the Insured has agreed contractually, prior to loss, to waive rights of recovery for loss covered by this insurance, provided they have been disclosed to the Insurers prior to the loss.

7. CANCELLATION

This insurance may be cancelled only by mutual agreement between the Named Insured and the Insurers, or by the Insurers for non-payment of premium.

In the event of cancellation by the Insurers for non-payment of premium, notice of such cancellation shall immediately be given to the Named Insured and Additional Insured as applicable.

8. JURISDICTION

Unless otherwise specified in the schedule, this insurance shall be governed by and subject to the laws of England and Wales whose courts shall have exclusive jurisdiction.

9. SETTLEMENT OF LOSS BY THE GOVERNMENT

Notwithstanding the other provisions of this insurance, for liability arising under the Convention on International Liability for Damage Caused by Space Objects (TIAS 7762), the Government of India shall have the right to settle reasonably a claim hereunder, but only after consultation with the Insurers.

It is also understood and agreed that to the extent a claim or suit is brought against The Government of India, the Government of India will retain the option of exercising final authority in a reasonable way concerning the disposition of such claim or suit, including the authority to settle such claim and the right to defend, participation in the defence or control the defence against such claim or suit.

The Insurers shall not assert a defence of sovereign immunity without the prior consent of the Government of India.

10. ARBITRATION

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996

11. OTHER INSURANCE

Except with respect to insurance specifically purchased to apply in excess of this insurance if any, if there is other valid and collectible insurance available to any Insured with respect to loss covered by this insurance, the Insurers shall not be liable to that Insured for a greater proportion of such loss than the applicable Limit of Liability bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

12. TITLES

The titles of the various paragraphs of this insurance, and of any endorsements now or hereafter made part of this insurance, are inserted solely for convenience and shall not be deemed to limit or otherwise affect the terms contained in the paragraphs to which they relate.

DEFINITIONS

1. INSURED

"Insured" means:

- (a) the Named Insured and any Additional Insureds as applicable,
- (b) any executive officer, director, other employee, agent, or consultant of the Named or Additional Insureds whilst acting within the scope of his duties as such.

2. LAUNCH VEHICLE

"Launch Vehicle" means the launch vehicle used to launch the Satellite.

3. OCCURRENCE

"Occurrence" means an accident or event or a continued or repeated exposure to conditions occurring during the Period, which unexpectedly results in Bodily Injury or Property Damage during the Period. All Bodily Injury or Property Damage arising out of such exposure to the same general conditions shall be deemed to arise out of one Occurrence under this insurance.

4. SATELLITE

"Satellite" means the "Name of the satellite".

EXCLUSIONS

This insurance does not apply:

1. To liability arising out of the conduct of any other partnership or joint venture of which the Insured is a partner or member and which is not designated in The Declarations as an Insured.
2. To liability directly or indirectly occasioned by, happening through or in consequence of:
 - (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) 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.
 - (c) Strikes, riots, civil commotions or labour disturbances.
 - (d) 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.
 - (e) Any malicious act or act of sabotage.
 - (f) 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.
 - (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Satellite (including any attempt at such seizure or control) made by any person or persons acting without the consent of the Insured.

Furthermore, this insurance does not cover claims arising whilst the Satellite is outside the control of the Insured or the operator of the Satellite by reason of any of the above perils.

3. To loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, or to any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionising radiations or contamination by radioactivity from, or the toxic explosive or other hazardous properties of, any other radioactive source whatsoever.

This Exclusion (3) does not apply to Bodily Injury or Property Damage arising from an Occurrence caused by the Satellite when the proximate causes of such Occurrence is radiation naturally occurring in the space environment.

4. To claims made by any third party for radio frequency interference with any other communications system of whatsoever nature.
5. To any obligation of any Insured to their employees nor any obligation for which any Insured or any carrier as his insurer may be liable to his own employees under any worker's compensation, unemployment compensation, death or disability benefits law, equal

opportunity laws or under any similar law.

6. To liability for damage to the property of any Insured.
 7. To claims made for the failure of the Satellite to provide communications service.
 8. (i) To claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property,unless caused by or resulting in a crash, fire, explosion or collision or a recorded in flight emergency causing abnormal Satellite operation.
 - (ii) With respect to any provision in the insurance concerning any duty of the Insurers to investigate or defend claims, such provision shall not apply and the Insurers shall not be required to defend:
 - (a) claims excluded by Paragraph (i) or
 - (b) a claim or claims covered by the insurance when combined with any claims excluded by Paragraph (i) (referred to below as "Combined Claims").
 - (iii) In respect of any Combined Claims, the Insurers shall (subject to proof of loss and the limits of the insurance) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the insurance:
 - (a) damages awarded against the Insured and
 - (b) defence fees and expenses incurred by the Insured.
- Nothing contained in this Exclusion 8 or any other Exclusion under this insurance shall override any radioactive contamination or other exclusion clause attached to or forming part of this insurance.
9. The liability stated in AVN 2000A (Date Recognition Exclusion Clause), nevertheless incorporating AVN 2003A (Date Recognition Limited Coverage Clause - amended for Space) - attached hereto.

DATE RECOGNITION EXCLUSION CLAUSE

This insurance does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this insurance concerning any duty of the Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A
14.03.01

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the insurance of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the insurance) shall pay (including costs awarded against the Insured) in respect of accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by a spacecraft accident occurring during the Period and arising out of a risk insured under the insurance;

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the insurance (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the insurance.
2. Nothing in this Endorsement shall provide any coverage in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the insurance.
3. The Named Insured agrees that it has an obligation to disclose in writing to the Insurers during the Period any material facts relating to the Date Recognition Conformity of the Named Insured's operations, equipment and products.

AVN 2003A
21.03.01

(Applicable to spacecraft liability)

ASBESTOS EXCLUSION CLAUSE

This insurance does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- (1) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal spacecraft operation.

Notwithstanding any other provisions of this insurance, the Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof.

LSW 2488 AGM 00003 (Amended for Space)

SANCTION LIMITATION AND EXCLUSION CLAUSE

The Insurer(s) will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer(s), its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

ELECTRONIC DATA EVENT LIABILITY EXCLUSION

This insurance excludes:

- (1) any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:
 - (a) a delay in, cancellation of or non-provision of air transportation and associated services;
 - (b) unauthorised access to and/or use of a person's or organisation's confidential, proprietary or personal information;
- (2) Property Damage to Electronic Data arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Policy caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft or spacecraft operation.

As used herein:

"Data Event" means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Electronic Data.

"Electronic Data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

LIIBA AVIATION 001 12.09.2019 (amended)