

Sehr geehrte Damen und Herren,

sofern über Ihren Versicherungsschutz im AIRBUS Supplier Scheme auch Ihre Vertriebs- und/oder Tochtergesellschaft in den USA versichert werden soll, bitten wir Sie, die beigefügte Information hinsichtlich der Versicherung der Terrorismus-Deckung gemäß „Terrorism Risk Insurance Act of 2002“ zu beachten. Bitte betrachten Sie anderenfalls diese Information als gegenstandslos.

Durch den am 26.11.2002 vom amerikanischen Präsidenten unterzeichneten „Terrorism Risk Insurance Act of 2002“ (TRIA) wurden den Versicherern verschiedene Informationspflichten auferlegt, die die Versicherungsmöglichkeit für terroristische Handlungen im Sinne der US-Behörden betreffen. TRIA wurde durch den Terrorism Risk Insurance Program Reauthorization Act of 2019 (TRIPA 2019) bis 31.12.2027 verlängert.

Um den Informationspflichten dem Versicherungsnehmer / den Versicherten Unternehmen gegenüber zu genügen, fügen wir die „Policyholder Disclosure Notice of Terrorism Insurance Coverage“ LMA 9184 (TRIA-Angebot) im Englischen Originaltext bei. Hierin werden die Konsequenzen erläutert, die sich aus TRIA ergeben.

Wenn der Versicherungsnehmer / das Versicherte Unternehmen das TRIA-Angebot zu der genannten Zuschlagsprämie nicht explizit annimmt, wird die Klausel „U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause“ LMA 5390 Vertragsbestandteil.

Die Zuschlagsprämie beträgt 100% des Beitrags, der für die Mitversicherung im AIRBUS Supplier Scheme zu entrichten ist. Für die Wirksamkeit des Wiedereinschlusses muss die Prämie innerhalb der Zahlungsfrist eingegangen sein.

Die bereits bestehende Deckungserweiterung für Kriegs-, Entführungs- und andere Risiken nach Klausel AVN 52 bleibt von TRIA grundsätzlich unberührt und findet gemäß den Versicherungsbedingungen Anwendung.

U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA 5390
09 January 2020

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

Named Insured	
Policy Description	Aviation Products Liability Insurance
Insurance Broker	Willis Towers Watson Versicherungsmakler GmbH, Munich
Allianz reference	DEA02400724BM

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

YOU HAVE THIRTY (30) DAYS TO CONSIDER THIS OFFER OF COVERAGE FOR TERRORIST ACTS AND SUBMIT THE PREMIUM. IF WE DO NOT RECEIVE THE QUOTED PREMIUM BY THE 31ST DAY AS OF THE DATE OF RECEIPT OF THIS DISCLOSURE, YOU WILL NOT BE COVERED FOR LOSSES ARISING FROM ACTS OF TERRORISM.

This notice is issued on behalf of Allianz Global Corporate and Specialty SE, Munich and those subscribing co-insurers who are subject to the Terrorism Risk Insurance Act 2002

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of 100% of the annual premium to be paid by your company (in addition to the premium for <u>Aviation Product Liability Insurance</u>) being for the period beginning 15th October each year and ending on the date of expiry of the policy to which this notice applies.
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

LMA 9184
09 January 2020

Allianz Global Corporate & Specialty SE
Company

DEA02400724BM
Policy Number

Allianz Global Corporate & Specialty SE



(Dr. Vogler)



(Williams)