

Sehr geehrte Damen und Herren,

sofern über Ihren Versicherungsschutz im AIRBUS Supplier Scheme auch Ihre Vertriebsgesellschaft 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.

Am 26. November 2002 wurde das US-Gesetz „Terrorism Risk Insurance Act of 2002 (TRIA“) vom amerikanischen Präsidenten unterzeichnet und hat somit Rechtskraft. Durch dieses Gesetz und die Folgegesetze „Terrorism Risk Insurance Extension Act of 2005 (TRIEA“) sowie „Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA“) werden den Versicherern verschiedene Pflichten auferlegt, die mögliche zukünftige terroristische Handlungen im Sinne des „US Treasury Department“ (Finanzministerium) betreffen.

Um diesen Informationspflichten den Versicherungsnehmern gegenüber zu genügen, fügen wir das von der NAIC (National Association of Insurance Commissioners) vorgegebene Formular, das vom Treasury Department freigegeben wurde, im Originaltext bei.

Hierbei werden die Konsequenzen, die sich aus TRIA ergeben, näher erläutert.

Das beigefügte NAIC-Formular beinhaltet ebenfalls den Zuschlagsbeitrag, der für den Wiedereinschluss der Terrorismus-Deckung gemäß TRIA erhoben wird. Dieser beträgt 100% des Beitrags, der für die Mitversicherung im AIRBUS Supplier Scheme zu entrichten ist. Der über das AIRBUS Supplier Scheme bereits bestehende Wiedereinschluss von Kriegsrisiken bleibt davon unberührt und findet gemäß den Versicherungsbedingungen Anwendung.

Für die Wirksamkeit des Wiedereinschlusses muss die Prämie innerhalb der Zahlungsfrist eingegangen sein.

Wird die Annahme des TRIA-Angebotes nicht ausdrücklich erklärt oder wird sie ausdrücklich abgelehnt, entfällt Ihr Versicherungsschutz.

Für die Wirksamkeit des Wiedereinschlusses muss die Prämie innerhalb der Zahlungsfrist eingegangen sein. Anderenfalls entfällt Ihr Versicherungsschutz für die nachfolgende Klausel:

---

### **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.

**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, 2020, 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 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; 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	ILU 02 / 0578 / 20079797

**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 <b>100% of the annual premium</b> to be paid by your company (in addition to the premium for Aviation Product <u>Liability Insurance</u> ) being for the period beginning 15 <sup>th</sup> 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

Allianz Global Corporate & Specialty SE, Königinstraße  
28, 80802 München  
Company

\_\_\_\_\_  
Print Name

ILU 02/0578/20079797  
Policy Number

\_\_\_\_\_  
Date