



Особенности страхования воздушных судов, приобретаемых
по лизингу

РААКС 2011

Участники договора лизинга

- Лизингодатель
- Лизингополучатель
- Собственник воздушного судна
- Финансисты, инвесторы
- Выгодоприобретатель
- Прочие (бывшие владельцы, трасты и т.д.)

Раздел Страхование договора лизинга

The insurances required to be maintained by Lessee during the Lease Term are as follows:

A. Types of Insurance

- (1) **Hull All Risks** of Loss or Damage whilst flying and on the ground with respect to the Aircraft on an "agreed value basis" for the agreed value of US\$ 3,600,000 (Three Million Six Hundred Thousand Dollars) or such other amount as Lessor may require from time to time provided such other amount does not exceed 115% of the fair market value of the Aircraft ("the Agreed Value") and with a deductible not exceeding US\$ 400,000 (Four Hundred Thousand Dollars) but may be reduced to US\$ 100,000 (One Hundred Thousand Dollars) subject to Lessor's exclusive discretion;
- (2) **Hull War and allied Perils**, (LSW555D or similar) covering such risks excluded from the Hull All Risks Policy to the fullest extent available from the leading international insurance markets (including, but not limited to, confiscation by the government of the state of Registration and requisition for the Agreed Value);

- (3) **Comprehensive Airline General Liability Insurance**, including but not limited to:

- (a) comprehensive general liability;
- (b) aircraft third party liability insurance;
- (c) passenger liability insurance;
- (d) personal injury liability;
- (e) baggage, cargo and mail liability insurance; and
- (f) product liability insurance

for a combined single limit (bodily injury/property damage) (the “Combined Single Limit”) any one occurrence of an amount not less than the higher amount of (i) US\$ 500,000,000 (Five Hundred Million Dollars), or ii) the requirement of XXXXXX as previous owner of the Aircraft, iii) the requirement in the industry or by law of an Aircraft this size and for similar operations or in the country of registration required at any time, or (iv) the limit provided for under the primary insurance or for Lessees other Aircraft of similar size and for similar operations at any time, any one occurrence (but in the annual aggregate in respect of products legal liability and personal injury liability).

- (4) **Liability War Insurance**, extended coverage endorsement (Aviation Liabilities) (AVN52E or its equivalent) for an amount not less than the Combined Single Limit in (3) above.
- (5) **Engine and Parts all risks** (including war and allied perils risks) property insurance on all Engines and Parts when not installed on the Aircraft including transit on an agreed value basis (but for the purchase basis for Parts) and including engine test and running risks. The applicable agreed value for Engines (“Engine Agreed Value”) is agreed to be not less than US\$ 1.500.000 per Engine;
- (6) **Leased Engine Endorsement**. If Lessee installs a third party engine on the Aircraft, either (a) Lessee’s hull insurance on the Aircraft must automatically increase to such higher amount as is necessary in order to satisfy both Financer’s requirement to receive the Agreed Value in the event of a Total Loss and the amount required by the third party engine owner or (b) separate additional insurance on such engine must attach in order to satisfy separately the requirements of Lessee to such third party engine owner.

- (7) **Aviation Lease Finance Endorsement (AVN67B)**. Attached to each of A (1) - (6) insurance policies above the Contract Parties for their respective rights and interests (and Contracts) shall be covered through AVN67B. Attached to each of A (3) – (4) insurance policies above the Additional Insured for their respective rights and interests (and Contracts) shall be covered through AVN 67B.

- **Contract Parties:**

- (1) **Owner**
- (2) **Lessor**
- (3) **Loss Payee**
- (4) **Financer**
- (5) **Liability Only:** XXXX (previous owner)
- and their affiliated companies, subsidiaries, successors, and permitted assignees, and each of their respective officers, directors, lenders, representatives, members, managers, governors, contractors, advisors, agents and employees (“Additional Insured”).

- **B.** All required hull and spares insurance (as specified above), so far as it relates to the Aircraft will:
- **C.** All required liability insurances will:
- **D.** All Insurances will:
 - (i) if reinsurance is a requirement of this Agreement such reinsurance will:

- **E. Continuing Obligation**

Lessor requires Lessee to effect and maintain product liability insurance after the Expiration Date with respect to its liability under the indemnification clause for a period of two (2) years which provides for each Lessor Indemnitee and/or Additional Insured to be named as additional insured. Lessee's obligation in this clause shall not be affected by Lessee ceasing to be lessee of the Aircraft and/or any of the Lessor indemnitees or Additional Insured ceasing to have any interest in respect of the Aircraft. Lessee will prior to the termination date and at Lessor's request provide confirmation that such insurance is maintained.

- **F. Lessee Liability**

From the time Lessee has accepted delivery of the Aircraft, irrespective of any Insurance coverage, Lessee shall be fully responsible for the Aircraft, its equipment and its operation. Lessee or any Guarantor shall cover any loss or damage not covered by the Insurance, for Lessee. Lessee shall cover any Third Party Liability not covered by the Insurance, and Lessee shall hold the Lessor Indemnitees harmless for any expense in this connection.

AVN.67B

- Применимость в российском праве
- Право замены Страхователем Выгодоприобретателя
- Additional Insured
- Нарушение гарантий
- Cut-through Clause

Документация

1. Договор страхования (отдельный на каждый вид)
2. Полисы
3. Сертификаты в соответствии с требованиями авиационных властей
4. Сертификаты для производителей
5. Сертификаты для сервисных компаний

Документация (лизинг)

1. Договор страхования (комбинированный)
2. Полис
3. Сертификаты в соответствии с требованиями авиационных властей
4. Сертификаты для производителей
5. Сертификаты для сервисных компаний
6. Сертификаты для лизинговой компании, включающие оговорку о «прямых» выплатах
7. Письма об обязательствах (страховые и перестраховочные)
8. AVN67B (C)
9. Информация о перестраховании

- Комбинированный договор - надзор
- Налог на доходы нерезидентов



Спасибо за внимание!

