

Allianz Global Corporate & Specialty

Gliding Federation of Australia Inc.

2016 – 2017 ADMINISTRATION
LIABILITY POLICY

Allianz 

Important Notices – PLEASE READ CAREFULLY

Dispute Resolution Process – helping you solve problems

We have a free internal complaints resolution process that can be accessed by contacting us using the details on the back cover. If this process doesn't resolve the complaint we will give you information about how to access available external dispute resolution schemes.

Your Duty of Disclosure

Before you enter into an Insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, extend, reinstate or replace your policy. We set these two duties out below:

Your duty of disclosure when you enter into this policy with us for the first time

You will be asked various questions when you first apply for this policy. When you answer these questions you must:

- give us honest and complete answers
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us

Your duty of disclosure when you renew, vary, extend, reinstate or replace your policy

When you renew, vary, extend, reinstate or replace your policy your duty is to tell us before renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy

What you do not need to tell us for either duty

You do not need to tell us about any matter

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know

Who do the above two duties apply to?

Everyone who is insured under the policy must comply with the relevant duty.

What happens if you or they do not comply with either duty?

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Privacy Notice

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

How We collect Your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We collect Your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am-6pm Monday to Friday, or going to our website's Privacy section at www.allianz.com.au.

Who We disclose Your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external data collectors and verifiers, parties that we have an insurance scheme in place with under which you have purchased a policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries this information may be disclosed to will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors.

We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.allianz.com.au

Telephone call recording

We may record incoming and/or outgoing telephone calls for training and verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the Insurance Industry.

We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists you by contacting us.

DEFINITIONS APPLICABLE TO ALL PARTS OF THE POLICY

"Accident" means any accident or series of accidents arising out of one event.

"Australia" means continental Australia and extending 100kms into territorial waters, external territories (excluding Australian Antarctica, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories)

"Bodily Injury" means bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury.

"Compensatory Damages" does not include punitive, exemplary or aggravated damages.

"Flight" means from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run. A rotary wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.

"Ground" means whilst the Aircraft is not in Flight or Taxiing as defined.

"GST", and input tax credit have the meaning given in "A New Tax System (Goods and Services Tax) Act 1999".

"Insured" means the Insured named in the Schedule and includes any directors, employees, partners or agents of the Insured whilst acting in the scope of their duties.

"Policy" includes the schedule, together with any endorsements shown in the schedule as included, all of which attach to and form part of this policy.

"Property Damage" means physical loss of or damage to or destruction of tangible property including loss of use thereof.

"Regulatory Authority" means aviation administration organisations, the Civil Aviation Safety Authority or any successor or equivalent body and any organisation where self-administration has been delegated by the Civil Aviation Safety Authority or any successor or equivalent body.

"Statutory Requirements" includes all legislation and delegated legislation (including applicable legislation of another country) and orders, rules, directions, notices, approvals, certificates and licences issued by a competent authority.

12. Taxiing means movement of the aircraft under its own power other than in Flight as defined. Taxiing shall not be deemed to cease merely by reason of a temporarily halting of the aircraft.

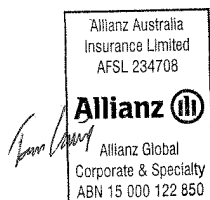
Schedule

Policy No:	99 000 2611 AVT	Currency:	Australian Dollars
Policy Type:	Allianz Hangar Keepers Liability Policy – POL292AGCS 11/13		
Geographical Limits:	Australia		
Cover From:	30 th April 2015	Cover To:	30 th April 2016 @ 4pm EST
Named Insured:	The Gliding Federation of Australia Inc.		
Address:			
		Nature of Interest:	
Additional Insured(s):	Affiliated State Gliding Associations Subsidiary Companies of the Gliding Federation of Australia World Glide Pty Ltd	F.T.R.R. & I. F.T.R.R. & I. F.T.R.R. & I.	

INTEREST INSURED:	The policy insures all sums for which the above entities are legally obligated to pay as compensatory damages because of bodily injury, sickness or disease (including death) and damage to property arising out of Gliding Administration (including in respect of gliding competitions) in accordance with the objects stated in the Memorandum and Articles of Association.	
	Sum Insured:	Deductible:
Section 1:	\$10,000,000 any one accident or series of accidents arising out of one occurrence	\$2,500 each and every claim, in respect of property damage only.
Section 2:	Not Applicable	
Section 3:	Not Applicable	

Endorsements Included:	Applicable Limit:
AGCS Sanctions Clause	N/A
Premium Payment Clause AVN6A	Agreed Quarterly
Date Recognition Limited Coverage Clause AVN2002A	N/A
Two Way Cross Liability Clause	N/A
Volunteer Workers Endorsement	N/A
Airmeets Exclusion Deleted	N/A

SIGNED



In this Policy, wherever the terms Insurers, we, us or our are used, these shall refer to Allianz Australia Insurance Limited, AFS Licence No. 234708, ABN 15 000 122 850 and wherever the terms Insured, you or your are used, these shall refer to the person, persons or organisations named in the Schedule.

In consideration of the payment of the premium, the Insurers hereby agree to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgment be adjudged to pay up to but not exceeding the amounts specified in the Schedule, to any person or persons as damages

(a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury) or

(b) for loss of or damage to property of others (hereinafter referred to as property damage)

caused by accident occurring during the period mentioned in the Schedule and arising out of the hazards set forth in Sections 1, 2 and 3 below, provided that cover for any Section is only available if an amount is shown against that Section on the schedule.

Provided further that the Insured shall first pay the amount shown as the deductible for each Section as shown on the Schedule, for each and every claim paid or payable by the Insurer under this policy.

Section 1 – Bodily Injury or Property Damage

(a) in or about the premises specified in the Schedule, as a direct result of the services granted by the insured

(b) elsewhere in the course of any work or of the performance of any duties carried out by the Insured or his employees in connection with the business or operations specified in the Schedule

caused by the fault or negligence of the Insured or any of his employees engaged in the Insured's business or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business.

This Section is subject to the following Exclusions:

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Insured or any servant of the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the

property of the Insured whilst on the premises specified in the Schedule.

2. Bodily injury or property damage caused by

(a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.

(b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this Policy, whether such Section is insured hereunder or not.

3. Bodily injury or property damage arising out of any Airmeet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Insurers.

4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways, or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Insurers.

5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Insured or his employees after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the premises specified in the Schedule.

Section 2 – Property in Care Custody or Control

Loss of or damage to Aircraft or Aircraft equipment, not owned, rented or leased by the Insured, whilst on the ground or during a test flight in the care, custody or control of or whilst being serviced, handled or maintained by the Insured or any servant of the Insured.

This Section is subject to the following Exclusions:

(a) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.

(b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to the Insured.

Section 3 – Aircraft Maintenance Sales & Repairs

(a). Bodily injury or property damage arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees, but only in respect of such goods or products which form part of or are used in conjunction with aircraft, and then only after such goods or products have ceased to be in the possession or under the control of the Insured.

(b). Liability under Part VA of the Trade Practices Act, 1974, except as a deemed manufacturer pursuant to the provisions of that Act.

This Section is subject to the following Exclusions:

(a) Damage to the property of the Insured or to property within his care, custody or control.

(b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.

(c) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom.

(d) Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

Exclusions Applicable to all Sections of this Policy

1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workers compensation, employee's compensation, accident compensation or any other similar law other than a subrogated claim brought by an insurer to recover sums paid pursuant to such legislation.

2. THIS POLICY DOES NOT COVER the cost of making good any faulty workmanship for which the Insured, his employees, contractors or subcontractors may be liable

(but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

3. THIS POLICY DOES NOT COVER liability assumed by the Insured by Agreement under any Contract unless such liability would have attached to the Insured even in the absence of such Agreement.

4. THIS POLICY DOES NOT COVER liability of the Insured directly or indirectly occasioned by:

(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 Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

5. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Insurers.

6. THIS POLICY DOES NOT COVER liability arising out of the possession, handling, storage, sale, dealing in or distribution (by aircraft or otherwise) of agricultural fertilizers, chemicals, herbicides and/or insecticides.

7. THIS POLICY DOES NOT COVER liability arising out of the provision of advice, the failure to advise or any breach of any professional duty owed by the Insured or by the Insured's employees, agents or contractors.

8. THIS POLICY DOES NOT COVER liability arising out of, created or determined by the laws, statutes or tribunals of the United States of America.

9. THIS POLICY DOES NOT COVER claims which are payable under any other policy or policies of insurance except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected, provided always that the Insurer shall not be liable to pay any amount in excess of the relevant amount specified in the Schedule.

10. THIS POLICY DOES NOT COVER liability to pay punitive, exemplary or aggravated damages.

11. Each section of this Policy excludes liability which is or would be covered under any other section of the Policy, whether such other section is insured hereunder or not.

12. (a) THIS POLICY DOES NOT COVER claims directly or indirectly occasioned by, happening through or in consequence of:-

(i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,

(ii) pollution and contamination of any kind whatsoever,

(iii) electrical and electromagnetic interference,

(iv) 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 aircraft operation.

(b) With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend

claims, such provision shall not apply and Insurers shall not be required to defend

(i) claims excluded by Paragraph 1 or

(ii) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

(c) In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

(i) damages awarded against the Insured and

(ii) defence fees and expenses incurred by the Insured.

(d) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

13. (a) THIS POLICY DOES NOT COVER

(i) 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

(ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

(i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(ii) 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;

(iii) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(b) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:

(i) depleted uranium and natural uranium in any form;

(ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(c) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

(i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or

(ii) any person or organisation is required to maintain financial protection pursuant to legislation in any country; or

(iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(d) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10-4 microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10-5 microcuries/cm ²)

(iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

14. THIS POLICY 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 Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

15. This Policy 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 aircraft operation.

Notwithstanding any provisions of this Policy, 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.

Payment of Costs

In addition to the limits set out in the Schedule, Insurers will pay all legal and other costs incurred with their consent in the defence of any claim made against the Insured,

PROVIDED THAT

in the event of their requiring any claim to be contested.

(a) If the claim be successfully resisted by the Insured the Insurers will pay all costs, charges and expenses incurred by the Insured in connection therewith up to but not exceeding the sum insured under this Policy.

(b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Insurers to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Policy bears to the amount paid to dispose of the claim.

General Conditions

1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to Insurers as soon as possible after the same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.

2. All notices as specified above shall be given by the Insured to the person(s) or firm named for the purpose in the Schedule.

3. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void, and all claims hereunder shall be forfeited.

4. It is a condition precedent to the right of the Insured to be indemnified under this Insurance that

(a) If after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately.

(b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.

(c) The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.

(d) The Insured shall comply with all Statutory Requirements which affect the maintenance, repair, inspection and safe operation of aircraft, the operation and conditions of places of work and the qualifications and supervision of engineers.

5. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insured's shall not exceed the limit(s) of liability stated in this Policy.

6. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, the Company shall be entitled to refuse the claim.

7. This Policy may be cancelled by giving ten days notice in writing of such cancellation. If we cancel, we will return a pro rata portion of the premium in respect of the unexpired period of the Policy. If you cancel, a return premium will be at our discretion.

8. The inclusion of more than one person as insured under this Policy shall not affect the rights under this Policy in respect of any claim brought by another

insured or by an employee of another insured. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Company in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Policy.

9. This Policy shall be construed in accordance with Australian Law

AGCS SANCTIONS CLAUSE

This Policy does not provide any cover or benefit for any business or activity to the extent that

- (i) such cover or benefit and/or
- (ii) such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

PREMIUM PAYMENT CLAUSE

1. It is understood and agreed that the premium due at the inception of this Policy shall be payable in the following instalments:

30-04-16	As agreed
30-07-16	As agreed
30-10-16	As agreed
30-01-17	As agreed

2. In the event of a claim hereunder which exceeds the instalments of premium paid on this Policy, the instalments of premium then outstanding on the aircraft that is the subject of the claim shall become payable forthwith.

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy 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 Policy) shall pay (including costs awarded against the Insured) in respect of:

(1) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Policy period and arising out of a risk insured under the Policy; and/or

(2) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph (2) and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

2. Nothing in this Endorsement shall provide any coverage :

- (a) applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
- (b) in respect of grounding of any aircraft; and/or
- (c) 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 Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2002A 14.3.01

(Applicable to non Aircraft Liability only)

The terms, exclusions, conditions and definitions of the Policy continue to apply unless inconsistent with this Endorsement. In the event of and to the extent of such inconsistency this Endorsement shall take precedence.

TWO WAY CROSS LIABILITY CLAUSE

It is agreed that the inclusion of more than one Insured in this Policy shall not affect the rights of any Insured as respects any claim or suit by any other Insured, or by any employee of such other Insured. The Policy shall insure each Insured in the same manner as though a separate policy had been issued to each and the Underwriters hereby agree to waive all rights of subrogation which they may have or acquire against any party insured hereon arising out of an accident or occurrence in respect of which any claim is made hereunder. PROVIDED NEVERTHELESS that nothing contained herein shall operate to increase the Underwriters liability as set forth elsewhere in the Policy beyond the amount or amounts for which the Underwriters would have been liable if only one Insured had been named.

VOLUNTEER WORKERS ENDORSEMENT

It is hereby noted and agreed that General Exclusion 1 of this policy does not apply to persons engaged in the service of the insured where not covered by workers' compensation insurance.

The terms, exclusions, conditions and definitions of the Policy continue to apply unless inconsistent with this Endorsement. In the event of and to the extent of such inconsistency this Endorsement shall take precedence.

AIRMEETS EXCLUSION DELETED

It is hereby noted and agreed that Section 1, Exclusion 3 is amended to delete the reference to Airmeets.

The terms, exclusions, conditions and definitions of the Policy continue to apply unless inconsistent with this Endorsement. In the event of and to the extent of such inconsistency this Endorsement shall take precedence.