

Allianz Global Corporate & Specialty

# Gliding Federation of Australia Inc.

2016 – 2017 CONTINGENT  
AVIATION LIABILITY POLICY

**Allianz** 

Allianz Global Corporate & Specialty – Pacific  
Issued and administered by  
Allianz Australia Insurance Limited  
ABN 15 000 122 850  
AFS Licence No. 234708  
360 Elizabeth Street, Melbourne VIC 3000  
Ph: 03 9224 3888 Fax: 03 8615 8348  
Email: [aviation@allianz.com.au](mailto:aviation@allianz.com.au)

## **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](http://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](http://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**

"AIRCRAFT" shall be held to mean glider(s), sailplane(s) and/or powered sailplanes and shall include (but not by way of limitation) the airframe, equipment, instruments, oxygen, radio, including such components whilst detached from the aircraft, provided that similar parts have not been replaced in the aircraft.

"PASSENGER" wherever used in this instance shall be held to mean any person, including a student pilot whilst under instruction, in, on or boarding the aircraft for the pleasure of riding therein, or alighting therefrom following a flight or attempted flight therein, but excluding the Pilot in command.

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

"OCCURRENCE" means an accident, or a continued or repeated exposure to conditions, occurring during the Period of Insurance, which result in bodily injury or property damage provided such bodily injury or property damage is neither expected nor intended from the standpoint of the Insured. All such bodily injury or property damage arising out of exposure to substantially the same general conditions shall be deemed to arise out of one occurrence.

"IN FLIGHT" means the time commencing with the actual take off run of the aircraft and continuing thereafter until the aircraft has completed its landing run.

"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)

"NEW ZEALAND" means continental New Zealand and extending 100kms into territorial waters.

"BODILY INJURY" means bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unless accompanied by and directly caused by, physical injury.

"COMPENSATORY DAMAGES" does not include punitive, exemplary or aggravated damages.

"INSURED" means the Insured name 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.

**AVIATION LEGAL LIABILITY INSURANCE POLICY  
POLICY SCHEDULE**

**POLICY NUMBER:**

99 000 2612 AVT

**INSURED:**

The Gliding Federation of Australia Inc

**ADDITIONAL INSURED:**

Affiliated Clubs of the Gliding Federation of Australia, authorised officers and/or individual Instructors, Airworthiness Inspectors, Tug Pilots, Airworthiness Inspectors including Ground Crew/Staff, Sporting Coaches and any Owner/Operator of the aircraft used directly in relation to Certification and/or Flying Instruction or activities of Instructors/Inspectors, for their respective rights and interests.

World Glide Pty Ltd for their respective rights and interests.

**PERIOD OF INSURANCE:**

From 4.00 pm 30<sup>th</sup> April 2015 to 4.00 pm 30<sup>th</sup> April 2016 local standard time.

**LIMIT OF INDEMNITY**

AUD10,000,000 Any one accident or series of accidents arising out of the one event, unlimited in the aggregate.

**GEOGRAPHICAL LIMITS**

Australia & New Zealand

**DEDUCTIBLE**

AUD 2,500 each and every loss in respect of Property Damage claims.

**PREMIUM**

As agreed

**SIGNED**



## INSURER

Allianz Australia Insurance Limited AFS licence No. 234708, ABN 15 000 122 850 (The Insurers) agree to insure against liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

## 1. INSURING CLAUSE

The Insurers agrees, subject to the Limit of Liability shown in the Schedule, to indemnify the Insured for all sums which the Insured shall become legally liable to pay in respect of :-

- a) bodily injury at any time resulting therefrom, (hereinafter referred to as "Bodily Injury") and /or
- b) loss of or damage to property including loss of use thereof (hereinafter referred to as "Property Damage")

caused by an Occurrence resulting in an Accident involving Sailplanes and/or Gliders and/or Motor Gliders and/or Glider Tugs and arising out of any and all activities and/or responsibilities of the Insured regarding Airworthiness Certification and/or Flying Instruction and/or other activities of the Insured's Instructors, Sporting Coaches, Inspectors and/or Glider Tug Pilots whilst on duty including whilst flying in any aircraft mentioned above.

Cover afforded to Inspectors is extended only for work on and/or certification of aircraft (excluding their own) whilst working as employees of the Insured, or on a voluntary, or purely cost recovery basis only.

GFA inspectors who are not employees of the Insured (including Approved Maintenance Organisations) who are engaged in airworthiness activities for hire and/or reward are not covered.

The Insurers will in addition pay costs and expenses incurred with the consent of the Insurers in defence of any claim made against the Insured provided that in the event of the Insurers 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 in connection therewith up to but not exceeding the Limit of Liability under this Insurance;
- b) if payments in excess of the Limit of Liability under this Insurance have to be made to dispose of a claim the Insurers liability for such costs and expenses shall be such proportion thereof as the Limit of Liability under this Insurance in respect of that claim bears to the amount paid to dispose of that claim.

## SPECIAL EXCLUSIONS

This Insurance Policy does not cover:

- a) Liability in respect of bodily injury at any time resulting therefrom, to any person under a contract of service or apprenticeship with the Insured if such liability arises out of or in the course of his employment by the Insured.
- b) Liability in respect of loss or damage to property owned or occupied by or in the care, custody or control of the Insured. This Exclusion (b) shall not apply to loss of or damage to aircraft mentioned above which are placed in the care, custody or control of the Insured in connection with Airworthiness certification, or airworthiness training schools or whilst flown by the Insured's Instructors and/or Inspectors whilst on duty.
- c) Liability for claims arising in connection with the use by or on behalf of the Insured of any motor vehicle in circumstances creating any obligation upon the Insured to insure by virtue of the Road Traffic Acts.
- d) Liability arising out of the ownership or use for the Insured's own purposes of any Sailplanes and/or Gliders and/or Motor Gliders and/or Glider Tugs except use directly related to the Instruction of Pilots and/or the Certification of Aircraft.
- e) 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.

- f) The cost of making good any faulty workmanship for which the Insured may be liable.
- g) Liability brought about or contributed to by any dishonest, criminal or malicious act or omission of the Insured.
- h) Any claim arising out of financial default or insolvency of any party.
- i) With respect to any provision in the Policy 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:
  - i) claims excluded by the Noise and Other Perils Exclusion Clause AVN46B included hereon, or
  - ii) a claim or claims covered by the Policy when combined with any claims excluded by the Noise and Other Perils Exclusion Clause AVN46B included hereon (referred to below as "Combined Claims").
- j) In respect of any Combined Claims, the 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 in the Policy:
  - i) Damages awarded against the Insured; and
  - ii) Defence fees and expenses incurred by the Insured.
- k) 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.

#### 4. SPECIAL CONDITIONS

1. The owner and/or operator of any Aircraft mentioned above shall effect Aircraft Third Party/Passenger Legal Liability insurance for a minimum combined single limit of AUD1,000,000 anyone Occurrence.

The coverage provided hereby shall only apply in excess of any insurance accruing to the benefit of Gliding Federation of Australia Inc. and/or Affiliated Associations and/or Clubs and/or their individual Financial Members/Instructors/Inspectors or to the benefit of any Aircraft owner and/or operator.

The coverage hereby shall include the owner and/or operator of any aircraft mentioned above for uses directly related to Certification and Flying Instruction or another activities of the Insured's Instructors and/or Inspectors as an additional Insured hereon for the period of such use and only in respect of the Aircraft so used.

2. The Insured shall use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss hereon but no liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the 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 the Insurers may require.
3. Upon the happening of any Occurrence likely to give rise to a claim under this Insurance 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 the Insurers as soon as possible after same shall come to the knowledge of the Insured or the Insured's representative.
4. Every letter, claim, writ, summons or process shall be forwarded to the Insurers.



5. The inclusion of additional Insureds under this Policy shall not preclude the right of recovery hereon by the Insured named in the Schedule in respect of claims made against them by such additional Insureds or the employees of such additional Insurers.

Where the coverage provided by this Policy is also provided by other policy or policies, then this Policy shall only pay that amount which is in excess of the amount(s) which would have been payable under such other policy(ies) had this insurance not been effected.

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 Insureds shall not exceed the limit(s) of indemnity stated in this Policy.

6. The Insurers may cancel this Insurance in any of the circumstances set out in the Insurance Contracts Act 1984.

The Insured may cancel this insurance by giving written notice to the Insurers.

If cancelled by the Insurers, they will return a pro rata portion of premium in respect of the unexpired Period of Insurance, subject to no claims having been made against this policy.

If cancelled by the Insured a return premium shall be standard short term rates as follows:

#### **SHORT TERM PREMIUM SCALE**

Period Policy in Force	Minimum Premium Payable
less than 31 days	33 1/3% of annual premium
31 days or more and less than 61 days	60% of annual premium
61 days or more and less than 91 days	75% of annual premium
91 days or more and less than 120 days	85% of annual premium
120 days or more	100% of annual premium

7. If the Insured fails to comply with any terms, conditions, limitations or exclusions of this insurance, the Insurers may refuse to pay a claim but in any event the Insurers rights will be subject to the provisions of Section 54 of the Insurance Contracts Act 1984.

If the insured fails to comply with any provisions requiring notification of any act or omission, the Insurers may cancel this insurance in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984.

If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Insurers before this Insurance was entered into and such failure was fraudulent or the misrepresentation was made fraudulently, then the Insurers may avoid this Insurance, but in any event the Insurers rights will be subject to Section 287 of the Insurance Contracts Act 1984.

8. A breach of any term, condition or exclusion of the Insurance by anyone Insured shall not affect the protection given hereunder to any other Insured always provided that such breach was made without the knowledge or consent of such other Insured.
9. This Policy will be construed in accordance with Australian Law whose courts shall have exclusive jurisdiction in any dispute or difference between Insured and Insurers.
10. This Policy does not cover and will not respond to legal liability to third parties or passengers resulting in legal proceedings, claims, demands or disputes arising in jurisdictions other than those referred to in the geographical limits set out in the Schedule.

#### **WAR, HIJACKING AND OTHER PERILS EXCLUSION CLAUSE**

This Policy does not cover claims caused 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 or 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) Hijacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at 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 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.

**AVN 48B**

## **NUCLEAR RISKS EXCLUSION CLAUSE**

(1) 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:
  - (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.

(2) 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.

(3) 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.

(4) 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 nonfixed radioactive surface contamination (Averaged over 300 cm <sup>2</sup> )
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup> (10-4 microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10-5 microcuries/cm <sup>2</sup> )

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

**AVN 38B**

## **NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE**

1. This Policy does not cover 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 with them,
- (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 from a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. With respect to any provision in this Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

- (a) claims excluded by Clause 1, or
- (b) a claim or claims covered by this Policy when combined with any claims excluded by Clause 1 (referred to below as "Combined Claims").

3. 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 claim or claims covered by this Policy:

- (i) damages awarded against the Insured and
- (ii) defence fees and expenses incurred by the Insured.

4. Nothing in this part shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

**AVN 46B**

## **ASBESTOS EXCLUSION CLAUSE**

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 or exposure to asbestos in any form whatsoever, 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, indemnify for any costs or damages relating to or in any way respond to the actual, alleged or threatened presence of asbestos in any form whatsoever.

Notwithstanding any other 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.  
All other terms and conditions of the Policy remain unchanged.

**AVN 96**

**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.

**DATE RECOGNITION EXCLUSION CLAUSE**

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 have to investigate or defend claims shall not apply to any claims so excluded.

**AVN 2000A**

**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:

1. to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");

2. 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:

(a) bodily injury to passengers caused by an accident to an Insured Aircraft; and/or

(b) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or

(c) bodily injury and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

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) in respect of grounding of any aircraft; and/or

(b) 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 2001A**

### **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.

### **SPECIAL PROFESSIONAL INDEMNITY CLAUSE**

Subject to a limit of \$5,000,000 any one Occurrence and in the aggregate it is agreed that Special Exclusion (k) does not apply to Airworthiness Inspectors, CAR35 Inspectors and Sporting Coaches whilst performing their duties for the Gliding Federation of Australia.

At all times this clause will act in excess of any indemnity provided to Airworthiness Inspectors or CAR35 Inspectors by the Insurances arranged by the Civil Aviation Safety Authority.

### **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.