



agile aviation  
UNDERWRITING SERVICES

## Agile Aviation Underwriting Services

Agile Underwriting Services Pty Ltd

ABN 48 607 908 243 : AFSL 483374

Lvl 5, 63 York St

SYDNEY NSW 2000

1300 475 092

Coverholder at

LLOYD'S

## HANGAR KEEPERS INSURANCE - RENEWAL SCHEDULE

### GENERAL INFORMATION

Lloyds Agreement No:	PFDBA1803396		
Unique Market Ref No:	B0868PFDBA1703396		
Policy Type:	Agile Underwriting - Hangarkeepers Liability Insurance Policy		
Policy No:	101B 0030018D	Currency:	AUD - Australian Dollars
Effective Date:	30/04/2019		
Details:	Renewal business		
Inception Date:	30/04/2019	Expiry Date:	30/04/2020 @ 1600hrs LST
Named Insured:	The Gliding Federation of Australia Inc. including subsidiary companies		
Address:			
Additional Insured:			Nature of Interest:
Affiliated State Gliding Associations			
Refer attached schedule for list of Insured Clubs.			
World Glide Pty Ltd			f.t.r.r.&i.
South Australia Gliding Association Inc. (SAGA)			i.r.o. ops at Arkapena Airfield SA only
AH & JI Smith Family Trust			i.r.o. ops at Arkapena Airfield SA only
Rawnsley Park Tourism Pty Ltd			i.r.o. ops at Arkapena Airfield SA only
Broker:	Aviation Insurance Brokers of Australia Pty Ltd		

### DETAILS OF COVERAGE:

Location:	Gliding club locations as noted		
Nature of Business:	Gliding Club (includes gliding competitions)		
	Sum Insured:	Deductible:	
Section 1 - Premises Liability: any one accident or series of accidents arising out of one occurrence	\$10,000,000	\$2,500 in respect of property damage claims each and every claim, unless claim is admitted under the GFA BBL policy.	
Section 2 - Hangar Keepers Liability any one aircraft	\$500,000		
in all any one accident/series of accidents arising out of one occurrence	\$500,000		
Section 3 - Products Liability any one accident or series of accidents arising out of one occurrence and in the aggregate arising out of all accidents occurring during any one annual period of Insurance.	\$1,000,000		

### GEOGRAPHICAL LIMITS

Australia

### CLAIMS NOTIFICATIONS

Notice of any event likely to give rise to a claim under this Policy is to be submitted via email as soon as possible:  
aviationclaims@agileunderwriting.com

### POLICY ENDORSEMENTS

Description:	Extent of Coverage/Applicable Limit:
Extended Coverage Endorsement (Liabilities) AVN52G	

Date Recognition Limited Coverage Clause AVN2002	
2 Way Cross Liability LSW715	
Tenants Liability	
GFA Liability Endorsement	
Refuellers Liability	
Volunteer Workers Endorsement	
Casual/Part Time/Contracted/Volunteer Labour	
Airport Authorities	
Airmeets Exclusion Deleted	
List of Insured Clubs	
Increased Limit Endorsement	
Increased Limit Endorsement - \$30,000,000	
Co-insurance Clause	50% Agile/50% QBE



**SIGNED:**

Authorised Signatory:

*Tuesday, 11 June 2019*

Date:

## POLICY ENDORSEMENTS

The terms, exclusions, conditions and definitions of the Policy continue to apply unless inconsistent the Endorsements that follow hereunder. In the event of and to the extent of such inconsistency the Endorsements shall take precedence.

### **EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES). AVN52G**

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), IN CONSIDERATION of an Additional Premium as agreed, it is hereby understood and agreed that with effect from the date shown above, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

2. EXCLUSION applicable only to any cover extended in respect of the deletion of subparagraph (a) of Clause AVN 48B. Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

#### **3. LIMITATION OF LIABILITY**

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be a sub-limit of USD50,000,000 or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.

#### **4. AUTOMATIC TERMINATION**

##### **(i) All cover**

- upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America

##### **(ii) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B**

- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved

##### **(iii) All cover in respect of any of the Insured Aircraft requisitioned for either title or use**

- upon such requisition

PROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

#### **5. REVIEW AND CANCELLATION**

##### **(a) Review of Premium and/or Geographical Limits (7 days)**

Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.

##### **(b) Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/ or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

##### **(c) Cancellation (7 days)**

The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.

##### **(d) Notices**

All notices referred to herein shall be in writing.

### **DATE RECOGNITION LIMITED COVERAGE CLAUSE AVN2002**

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.

**TWO WAY CROSS LIABILITY CLAUSE LSW715 (12/93)**

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.

**TENANTS LIABILITY**

It is hereby understood and agreed that this policy is amended as follows:

Section 1 Exclusion 1 shall not apply to buildings that are not owned by the insured but are occupied by the insured for the purpose of the Insured's business. The Company agrees to indemnify the Insured for the above in accordance with Section 1 Cover provided that:

- (a) the premises where the building is located is declared to the Company and specified in the Schedule, and
- (b) the limit of liability of the Company shall not exceed the limit(s) of liability stated in this policy.

**GFA LIABILITY ENDORSEMENT**

It is noted and agreed that the Indemnity provided to the Insured under this policy shall come into effect only after the insurance available to the insured via the Insured's membership of the Gliding Federation of Australia Inc, has been exhausted.

This endorsement does not absolve the Insured from their obligations under this policy.

**REFUELLER'S LIABILITY**

It is hereby noted and agreed that the Policy is extended to include the Insured's liability in respect of the refuelling of aircraft. It is further noted the General Exclusion 12. (a) (ii) is amended to read " pollution and contamination of any kind whatsoever except that which occurs as an Accident or incident and as a direct result of the refuelling operations of the Insured. Any pollution or contamination progressively occurring over a period of time is excluded. "

**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.

**CASUAL/PART TIME/SUB CONTRACTED or VOLUNTEER LABOUR**

It is noted and agreed that Casual/Part Time/Sub Contracted or Volunteer Labour are included within the definition of the Insured.

**AIRPORT AUTHORITIES**

The Insurance and indemnity provisions, conditions, requirements and requisities of any lease and/or licence agreement between the Insured and respective airport corporations and/or authorities are automatically included. In the event of claims made by airport corporations and/or authorities those parties shall be deemed as Third Parties.

**AIRMEETS EXCLUSION DELETED**

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

## **INSURED CLUBS**

It is noted and agreed that the following entities are included as Additional Insureds under this Policy, including the financial members of said clubs in addition to the owners/lessors of the property or land being used by the Insured in the course of the Insureds business

Adelaide Soaring Club  
Alice Springs Gliding Club  
Bacchus Marsh Group (Melbourne Gliding Club, Geelong Gliding Club Inc, Beaufort Gliding Club Inc and Australian Gliding Museum Inc)  
Balaklava Gliding Club  
Bathurst Soaring Club  
Bendigo Gliding Club  
Beverley Soaring Society  
Boonah Gliding Club  
Byron Gliding Club  
Caboolture Gliding Club  
Central Coast Soaring Club Inc  
Central Qld Gliding Club  
Darling Downs Soaring Club  
Gliding Club of Victoria  
Gliding Club of Western Australia  
Grampians Soaring Club  
Gympie Gliding Club  
Horsham Flying Club  
Hunter Valley Gliding Club  
Kangaroo Soaring Club Inc  
Lake Keepit Soaring Club  
Leeton Aviators Club Inc  
Mangalore Gliding Club  
Millicent Gliding Club  
Murray Bridge Gliding Club  
Narrogin Gliding Club Inc  
Southern Tablelands Gliding Club  
Sunraysia Gliding Club  
Sydney Gliding Inc  
Temora Gliding Club  
The Soaring Club of Tasmania  
Waikerie Gliding Club  
Warwick Gliding Club  
Adelaide University Gliding Club  
Stonefield Aviation Association Inc  
The Barossa Valley Gliding Club Inc

## **INCREASED LIMIT ENDORSEMENT**

It is hereby noted and agreed the Section 1 sum insured is increased to \$20,000,000 any one accident or series of accidents arising out of one occurrence, in respect of the following clubs:

Adelaide Soaring Club  
Sydney Gliding Inc  
Gympie Gliding Club  
Hunter Valley Gliding Club  
Lake Keepit Soaring Club  
Warwick Gliding Club

## **INCREASED LIMIT ENDORSEMENT - \$30,000,000**

It is hereby noted and agreed the Section 1 sum insured is increased to \$30,000,000 any one accident or series of accidents arising out of one occurrence, in respect of the following clubs:

Central Coast Soaring Club

## CO-INSURANCE CLAUSE

It is hereby noted and agreed that this insurance Policy is placed on a co-insurance basis whereby Underwriters participate in a share of the risk covered by this policy to the extent of their individual subscriptions as stated in the following schedule.

The Lead Underwriter shall be responsible for the issue of an agreed policy wording with co-insurers signing for their individual subscriptions.

It is further noted that coinsurers agree to accept the decision of the Lead Underwriter and to follow that decision in all matters arising out of this policy other than for increases in sums insured and/or limits or sub-limits of liability, the inclusion of new purpose of use, aircraft type(s), or pilots, increases in seating capacity, changes to geographic limits, amendments to and/or other changes in premiums and/or rates not already provided for in the slip placement.


It is noted and agreed that following an event that may give rise to a claim the Lead Underwriter shall:

- (a) advise co-insurers of such event,
- (b) appoint an agreed adjustor on behalf of all co-insurers, and
- (c) furnish all information available to and co-operate with co-insurers in the adjustment and settlement of any claim

Each coinsurer shall retain the right to determine liability in respect of any claim to the extent of their individual Subscriptions.

Further it is noted and agreed that all coinsurers shall receive a copy of each and every endorsement and/or amendment to the Policy.

### The Schedule:

Signed:	 AGILE UNDERWRITING SERVICES Pty Ltd ABN 48 607 908 243 - AESIC 483374	50/100%
Signed:		50/100%



QBE Insurance Australia Limited

### SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**LSW 1001 (Insurance) 08/94**