



# Gliding Federation of Australia Inc. 2019-2020 Members Broadbased Liability Policy

Issued by Agile Underwriting Services Pty Ltd

ABN:48 607 908 243 — AFSL 483374



## Important contact details

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## Important Notices

### Duty of Disclosure

Before you enter into a contract of insurance with us, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract, or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

### Privacy

At Agile Underwriting Services Pty Ltd, we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth). We use your personal information to assess the risk of and provide insurance and other insurance services to service your account.

We may use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim to service your account. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the insurer we represent when we issue and administer your insurance. We are part of the Agent Zero Group and may provide your information to the entity who provide us with business support services. We may also provide your information to your broker and contracted third party service providers (e.g. Loss adjuster companies), but will take all reasonable steps to ensure that they comply with the Privacy Act.

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Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone 1300 475 092 email ([privacy@agileunderwriting.com](mailto:privacy@agileunderwriting.com)) or by visiting our website ([www.agileunderwriting.com](http://www.agileunderwriting.com)).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

## Complaints and Dispute Resolution

Agile Underwriting Services Pty Limited and certain underwriters at Lloyds's take the concerns of its customers very seriously. Agile has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1300 475 092 or [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com). To assist Agile with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to raise the standards of practice and service in the general insurance industry in Australia.

Underwriters at Lloyd's and at Agile are very proud and fully support the standards as set out in the General Insurance Code of Practice.

A copy of the General Insurance Code of Practice is available by contacting Agile Underwriting Services or is available for download from: [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Claims Notifications

The policyholder and/or any insured must notify us in writing of any claim which may trigger this policy as soon as is reasonably practicable after they first become aware of the incident within the insurance period.

The written notice should include, so far as is reasonably practicable and so far as the relevant insured is aware:

- a) the identity of the claimant if relevant;
- b) an outline of the factual matrix; and
- c) an estimate of the likely quantum of any loss.



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The notice must be delivered by email to [aviationclaims@agileunderwriting.com.au](mailto:aviationclaims@agileunderwriting.com.au)

Any written notice will be considered effective from the date such notice is first received by us.

## Definitions

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

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

**Australia** means continental Australia and extending 100 km into territorial waters, external territories (excluding Australian Antarctic Territory, 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 unless accompanied by and directly caused by, physical injury.

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

**In Flight** means from the time commencing with the actual take off run of the aircraft and continuing thereafter until the aircraft has completed its landing run.

**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.

**New Zealand** means continental New Zealand and extending 100kms into territorial waters.

**Occurrence** means an accident, or a continual or repeated exposure to conditions occurring during the period of Insurance, which results in Bodily Injury or Property Damage, provided the Bodily Injury or Property damage is accidentally caused. All damages arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one occurrence.

**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.

**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 Bodies** 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.

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**Regulatory 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.

## POLICY SCHEDULE

**Lloyds Agreement No:** PFDBA1803396

**Unique Market Ref No:** B0868PFDBA1803396

**Policy No:** 101B 0029718D

**Insured:**

The Gliding Federation of Australia Inc. and/or Affiliated Associations and/or Clubs and/or their individual financial Members for their respective rights and interests.

**Additional Insured:**

World Glide Pty Ltd for their respective rights and interests.

**Period of Insurance:**

From 4pm 30<sup>th</sup> April 2019 to 4pm 30<sup>th</sup> April 2020 local standard time.

**Limit of Indemnity:**

AUD1,000,000 any one accident or series of accidents arising out of the one event, limited to AUD2,000,000 in the aggregate, and subject to the Re-instatement Clause; less any amount specified in the Policy Schedule as a deductible.

**Geographical Limits:**

Australia & New Zealand but extending to Worldwide in respect of major international competitions and products liability.

**Deductible:**

AUD 1,000 each and every loss in respect of Property Damage claims.

**Premium:**

As agreed.

**Signed:**



AGILE UNDERWRITING SERVICES Pty Ltd  
ABN 48 607 908 243 - AFSL 483374

## Section 1: Coverage

### Insuring Clause

1. The Insurers agree to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as compensatory damages because of bodily injury at any time resulting therefrom, sustained to any person, including passengers (excluding and liability imposed under Civil Aviation (Carriers Liability) Act) or because of property damage, caused by an accident and arising out of all gliding activities including but not limited to:

- (i) The ownership, maintenance or use of Aircraft;
- (ii) Gliding displays and/or events (competitive or otherwise);
- (iii) Airport operator and/or hangar keeper activities; and
- (iv) Gliding club activities.

2. Coverage under this clause is also deemed to include:

- i) The Insureds legal liability to the pilot of any aircraft who is flying in such aircraft with the Insured permission and who complies with the requirements of the Gliding Federation of Australia Inc;
- ii) The legal liability of the pilot whilst flying or otherwise operating the aircraft;
- iii) The legal liability of the individual members of any insured gliding club/syndicate to each other:  
and
- iv) The legal liability of the Insured in respect of any glider/sailplane trailer, excluding any liability arising from the trailer being attached to any towing vehicle being used 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 a public roadway.

### Limits of Liability

3. The limit of the Insurers liability under this insurance is respect of any one accident or series of accidents arising out of one event is as stated on the Schedule.

### Re-Instatement Clause

4. It is hereby noted and agreed that in the event of a loss occurring hereunder which causes the annual aggregate limit of liability to be exhausted, additional cover shall be automatically reinstated to the same annual aggregate limit subject to the payment of an additional premium as agreed, within 5 business days from the date of loss.

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5. It is hereby noted and agreed that the above shall be construed to provide the Insured up to 4 automatic reinstatements in any one policy period. It is further acknowledged that such reinstatements will be provided regardless of whether the accidents occur in a short period of time during which it is impractical to discuss with the Insured the required changes to cover.

## Conditions applicable to this Section

6. The Insurers agree that their liability under this Policy will not exceed the amounts less any deductible stated in the Schedule. The Insurers will defray in addition any legal costs and expenses incurred with our written consent in defending any action which may be brought against the Insured in respect of any claim for damages covered by this Policy, but should the amount paid or awarded in settlement of such claims exceed the limit of indemnity, then Insurers liability in respect of such legal costs and expenses shall be limited to such proportion of the legal costs and expenses as the limit of indemnity bears to the amount paid for damages.

7. The Insures agree, subject to paragraph 1.6, to pay such legal costs and expenses in addition to the applicable limit of indemnity of this insurance.

8. A breach of any term, condition or exclusion of this Insurance by any one 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 the other Insured.

## Exclusions applicable to this Section

This Insurance does not apply:

9. to Bodily Injury of any employee of the Insured whilst engaged in the duties of his employment or to any obligation for which the Insured or any company as his insurer may be held liable under any workmans Compensation Law;

10. to liability in respect of damage to property (including Aircraft) owned, occupied or piloted by the Insured (other than leased premises) or held by the Insured under Hire Purchase Agreement;

11. to any liability directly or indirectly caused by any registered vehicle or trailer being used 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 roadway;

12. to 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 their 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 and drink at premises of affiliated associations and clubs under the auspices of the Gliding Federation of Australia or glider maintenance work

carried out by the qualified Glider Federation of Australia approved Airworthiness Inspectors on a voluntary no-commercial basis;

12. to liability arising out of the Civil Aviation (Carriers Liability) Act 1959 or similar State Legislation.

## Section 2 – General Exclusions

This insurance ceases to attach:

### Certification

1. In flight whilst the certificate of airworthiness or permit to fly in respect of the aircraft is cancelled, suspended or invalidated, except in respect of test flying carried out for the purpose of obtaining the certificate of airworthiness or renewal or reinstatement thereof;

### Passengers

2. In flight while carrying a number of persons or load in excess of any limitation with respect thereto prescribed by the appropriate international or government regulations or civil instruction for aviation applicable to aircraft;

### Geographical limits

3. Whilst your Aircraft is outside the geographical limits stated in the Schedule, unless due to force majeure.

### Uses & Pilots

4. Whilst any aircraft is being used for any purpose or being piloted by any person not authorised and/or approved by the Gliding Federation of Australia;

5. Whilst any aircraft is being used for aerobatic flying, other than aerobatics as approved and permitted by the manufacturer's specifications.

### Contractual Liability

6. To liability assumed or rights waived by you under any agreement, except to the extent that such liability would have attached to you in the absence of such agreement.

### Other insurance

7. When a loss is paid under this insurance in respect of any claim which is recoverable under another insurance and the Insureds have paid more than its rateable share, the Insurers reserve the right to seek contribution from the other Insurer or Insurers.

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## Provision of Advice

8. 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's employees, agents or contractors.

## Asbestos Exclusion Clause (AVN96)

9. This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- (a) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (b) 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.

10. 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 paragraph (a) or (b) hereof.

## 11. Nuclear Risks Exclusion Clause (AVN38B)

(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:
- (iii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (iv) 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;
- (v) ionising 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 (a) (iv) and (v) above shall not include:

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



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(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 (b) 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	Maximum permissible level of non-fixed radioactive surface contamination			
(IAEA Health and Safety Regulations)	(Averaged over 300cm <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>	

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(10-5 microcuries/cm2)

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

## 12. Noise and Pollution and Other Perils Exclusion Clause (AVN46B)

(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 (a), or

(ii) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph (a) (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.

## War, Hi-jacking and Other Perils Risks Exclusion Clause (AVN48B)

13. 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;

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(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.

14. 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).

## Date Recognition Exclusion Clause (AVN2000A)

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.

## Section 3 – General Conditions

### Conditions precedent

1. 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.
2. 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.
3. If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Insures before this Insurance was entered into and such failure was fraudulent or the misrepresentation was made fraudulently, the Insurers may avoid this insurance but in any event the Insurers rights will be subject to Section 28 of the Insurance Contracts Act 1984.
4. Any word or expression to which specific definition or meaning has been attributed in any part of this insurance shall bear such definition or meaning wherever it may appear.

### General Conditions

5. The Insured shall duly observe all statutes, statutory orders, regulations and directions relating to air navigation for the time being in force.
6. 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 Insureds.
7. Where the coverage provided by this Policy is also provided by other policy(ies), 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.
8. Notwithstanding the inclusion 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.
9. The Insurers may at any time upon reasonable notice to the Insured inspect any aircraft and for such purpose shall be entitled by its servants or agents to enter any place under the control of the Insured where the aircraft may be.

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10. The premium for this insurance having been based on an estimate of membership, the insured shall within sixty (6) days of the expiry date of each period of insurance, supply to the Insurers a statement of the actual maximum or peak membership for the period of insurance and if there shall be any difference between the estimated membership and the actual membership, the premium on the difference shall be paid or returned by or to the Insured as the case may be, but in no case shall the premium payable be less than eighty five percent (85%) of the deposit paid. The Insured shall furnish any information as and when required by the Insurers in support of such statement and shall if requested submit the relevant books and records for inspection by the Insurers.

## Claims

11. The Insured shall as soon as practicable upon the happening of any occurrence likely to give rise to a claim:

(a) Give immediate notice to the Insurers in writing of any claim by third parties in respect of such accident, forwarding to them any original letter or documents relating thereto. The Insured shall not, except at its cost, voluntarily make any payment, assume any obligations or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of the accident; and shall on the happening of such accident use their utmost endeavours to obtain the names and address of witnesses and all parties involved.

(b) The Insured shall co-operate with the Insurers and upon the Insurers request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

(c) The Insured shall, at the expense of the Insurers, do and concur in doing and permit to be done, all such acts as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from the other parties to which the Insurers shall be or would become entitled and subrogated, upon it paying for or making good any loss or damage under this insurance, whether such acts or things shall be or become necessary or required before or after their indemnification by the Insurers.

## Cancellation

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

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

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

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

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## Short Term Premium Scale

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

## Applicable law and jurisdiction

14. 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.

15. This Policy will be construed in accordance with Australian Law whose courts shall have exclusive jurisdiction in any dispute or difference between you and us.

## Two Way Cross liability

16. 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

## Date Recognition Limited Coverage Clause (AVN2001A)

17. 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:

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

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(b) 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:

(i) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or

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

(iii) accidental bodily injury, fatal or otherwise, 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.

## Sanctions and Embargo Clause AVN111

Notwithstanding anything to the contrary in the Policy the following shall apply:

18. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.

19. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.

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20. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

## Contracts (Rights of Third Parties) ACT 1999 Exclusion Clause AVN72

21. The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

## Premium Payment Clause

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

30-04-19            As agreed

30-07-19            As agreed

30-10-19            As agreed

30-01-20            As agreed

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

## Supplementary Payments Clause AVN76

23. It is hereby understood and agreed that this Policy is extended to cover as more fully set forth under those paragraphs identified below. It is expressly understood that no cover is provided under those paragraphs of this clause which have not been identified below. The Insures agree to indemnify the Insured for:



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- a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;
- b) any reasonable expenses incurred for the purpose of runway foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;
- c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;
- d) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Safety Authority or any other relevant authority into an Accident involving and Aircraft insured hereunder.

Coverage is provided under paragraphs (d) above only.

Provided always that Insurers liability shall not exceed \$50,000 in the aggregate over all paragraphs insured.

## Co-Insurance Clause

24. 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.

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

26. 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.

27. 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


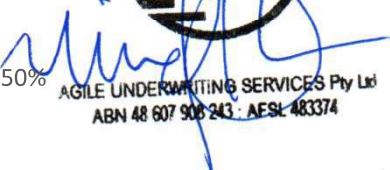


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28. Each coinsurer shall retain the right to determine liability in respect of any claim to the extent of their individual Subscriptions.

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 on behalf of certain Underwriters at Lloyds.  (Lead Insurer)	50%  AGILE UNDERWRITING SERVICES Pty Ltd ABN 48 607 908 243 : AFSL 483374
Signed:	
QBE Insurance Australia Limited  (Coinsurer)	50%  

## SEVERAL LIABILITY NOTICE

29. 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**

## BREACH OF AIR NAVIGATION REGULATIONS CLAUSE AVN94

30. The cover afforded to each Insured by the Policy shall not be invalidated by any act or omission which results in a breach of any air navigation or airworthiness orders or requirements issued by any competent authority affecting the safe operation of the Aircraft provided that the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or

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knowingly condoned the said act or omission shall not be entitled to indemnity under the Policy. Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy apply.

## EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E

31. Whereas the Policy of which this Endorsement forms part includes a War, Hijacking and Other Perils Exclusion Clause, IN CONSIDERATION of an agreed Additional Premium, it is hereby agreed that with effect from inception all subparagraphs other than (b) of paragraph 10 of Section IV General Exclusions Applicable To All Sections, forming part of this Policy are deleted SUBJECT TO all terms and conditions of the Endorsement.

32. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of paragraph 10 of Section IV General Exclusions Applicable To All Sections. 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 the aircraft.

### 33. LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be **\$50,000,000** or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full Policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the Policy, this sub-limit shall not apply to such Insured's liability:

(a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the policy affords cover for liability to its passengers arising out of its operation of aircraft;

(b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the policy affords cover for liability for such cargo and mail arising out of its operation of aircraft.

### 34. AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

#### (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.

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## **(ii) Any cover extended in respect of the deletion of sub-paragraph (a) of paragraph 10 of Section IV General Exclusions Applicable To All Sections**

- 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 Aircraft until completion of its landing thereafter and any passengers have disembarked.

## **35. 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 the 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 paragraph 10 of Section IV General Exclusions Applicable To All Sections - such notice to become effective on the expiry of forty-eight hours from 23.59 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.

## **LIABILITY TO PILOTS AND CREW CLAUSE AVN73**

36. It is hereby understood and agreed that notwithstanding any exclusion specifically relating to pilots and operational crew in the Section of this Policy covering the liability of the Insured to passengers, such coverage shall extend to include the liability of the Insured to the pilots and operational crew of the insured Aircraft, but excluding liability required to be insured under the terms of any employers' liability, workmans' compensation legislation or similar legislation.

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## OTHER CONDITIONS

37. Paragraph 12(a)ii does not apply to pollution or contamination of product(s) sold or supplied by the Insured.

38 Products Liability definition:

(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 Schedule 2 Part 3.5 of the Competition & Consumer Act 2010 , except as a deemed manufacturer pursuant to the provisions of that Act.

39. Food or drink sold or supplied at premises of Affiliated Associations and Clubs under the auspices of the Gliding Federation of Australia are not deemed a product.