

# Gliding Federation of Australia Inc. 2020-2021 Contingent 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

#### What You must tell Us

We will ask You various questions when You apply for cover. When You answer those questions, You must be honest and You have a duty under law to tell Us anything known to You, and which a reasonable person in the circumstances, would include in answer to the question. We will use the answers in deciding whether to insure You, and anyone else to be insured under the Policy, and on what terms. You have this same duty to disclose those matters to Us before You renew, extend, vary or reinstate Your Policy.

#### If You do not tell Us

If You do not answer Our questions in this way, We may reduce Our liability under contract in respect of a claim or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having commenced.

### Privacy

At AGILE, 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 Insurers 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 that provides 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. 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 takes 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. AGILE's complaints and dispute procedures are as follows:

### Stage 1 - Complaint Handling Procedure

If You are dissatisfied with any of AGILE's products or services and You wish to lodge a complaint, please contact Us at:

Postal address:               The Complaints Officer  
  
AGILE Underwriting Services Pty Ltd  
  
Level 5, 63 York St, Sydney NSW 2001

Telephone:                   1800 815 675

Facsimile:                   (+61 2) 9335 3467

Email:                       [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com)

We will respond to Your complaint within fifteen (15) business days, or if further investigation or information is required, We will work with You to agree on reasonable alternative timeframes. You will be kept informed of the progress of your complaint.

### Stage 2 – Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be referred to:

Postal address:               Lloyd's Australia Limited  
  
Level 9, 1 O'Connell Street Sydney NSW 2000

Telephone:                   (+61 2) 8298 0783

Email:                       [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Following receipt of your complaint, you will be advised whether your matter will be handled by Lloyd's Australia or the Lloyd's Complaint team in London, or what other avenues are available to you. Your complaint will be acknowledged within 5 business days of receipt, and you will be kept informed of the progress of the review of your complaint at least every 10 business days.

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Where your complaint is eligible for referral to the Australian Financial Complaint Authority (AFCA), your complaint will be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.

If Your complaint or dispute is not resolved to Your satisfaction or a final response has not been provided within 45 days, You may refer the matter to the Australian Financial Complaints Authority (AFCA) for review. AFCA can be contacted at:

Postal address:	Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001
Telephone:	1800 931 678
email:	info@afca.org.au

AFCA provides fair and independent financial services complaint resolution that is free to consumers. Your dispute must be referred within 2 years of the date of Lloyd's final decision. Determinations made by AFCA are binding.

Customers not eligible for referral to AFCA may be eligible for referral to the UK Financial Ombudsman Service. Such referral must occur within 6 months of the final decision by the Complaints team at Lloyd's. Further details will be provided with their final decision to you.

## Service Of Suit Clause

Lloyd's Underwriters hereon agree that:

1. In the event of a dispute arising under this Insurance, Lloyd's Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.
2. Any summons notice or process to be served upon the Underwriters may be served upon:

Postal address:	Lloyd's General Representative in Australia Lloyd's Australia Limited Level 9, 1 O'Connell Street Sydney NSW 2000
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who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is

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directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.

3. If a suit is instituted against any one of the Lloyd's Underwriters, all Lloyd's Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

Aspen Insurance UK Limited hereon agrees that:

(a) In the event of a dispute arising under the Policy, Aspen Insurance UK Limited, at the request of the Insured will submit to the jurisdiction of any competent court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such court.

(b) Any summons notice or process to be served upon Aspen Insurance UK Limited may be served upon:

Aspen Insurance UK Limited

Attn: Ross Littlewood

The ReCentre, Level 21 Australia Square

264 George Street, Sydney 2000

T +61 (0)2 9274 3000

F +61 (0)2 9274 3033

GPO Box 3973 Sydney 2001

who has authority to accept service and to enter an appearance on Aspen Insurance UK Limited's behalf, and who is directed at the request of the Insured to give a written undertaking to the Insured that he will enter an appearance on Aspen Insurance UK Limited's behalf.

## General Insurance Code of Practice

AGILE is a signatory to the General Insurance Code of Practice (the Code).

The Code sets out minimum standards that AGILE will uphold in respect of the products and services that it provides. Further information about the code is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) and on request.

## 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.

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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.

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

**Unique Market Ref No:** B0868PFDBA1903396

**Policy No:** 101B 0029918D

**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 4pm 30<sup>th</sup> April 2020 to 4pm 30<sup>th</sup> April 2021 local standard time.

**Limit of Indemnity:**

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

**Geographical Limits:**

Australia & New Zealand, however in respect of major international competitions and products liability the geographical limits are amended to worldwide

**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

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.

### Conditions applicable to this Section

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.

## Section 2 – 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").

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- 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.

## **Asbestos Exclusion Clause (AVN96)**

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.

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.

## **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;

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- (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;
- (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:

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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> (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.

## 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)**

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 and whether the loss or damage resulting therefrom is accidental or intentional;
- (e) Any malicious act or act of sabotage;
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority;
- (g) hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

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

## **Date Recognition Exclusion Clause (AVN2000A)**

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 – 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.
2. 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.
3. 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.
4. 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.
5. 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.

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6. Every letter, claim, writ, summons or process shall be forwarded to the Insurers.

7. 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.

8. 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.

9. 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.

## Cancellation

10. 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.

11. 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:

## 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

12. 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.

13. 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.

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14. 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.

15. 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.

## **Applicable law and jurisdiction**

16. THIS POLICY DOES NOT COVER liability arising out of, created or determined by the laws, statutes or tribunals of the United States of America or Canada or any judgment obtained in the United States of America or Canada.

17. 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.

## **Date Recognition Limited Coverage Clause (AVN2001A)**

21. 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");

(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:

22. 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.

22. 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.

23. 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.

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

23. 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**

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

30-04-20            As agreed

30-07-20            As agreed

30-10-20            As agreed

30-01-21            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.

## **Special Professional Indemnity Clause**

25. 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.

26. 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

27. 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.

## Co-Insurance Clause

28. 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.

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

30. 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.

31. 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




32. 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

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## 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

33. 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

## EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E

34. 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.

35. 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.

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## 36. 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.

## 37. 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.

### (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.

## 38. 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.



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## (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.

## SCHEDULE OF SUBSCRIBING INSURERS (Agile proportion)

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.

<b>certain Underwriters at Lloyds</b>	<b>87.5%</b>
Syndicate 1301	25.0%
Syndicate 1183	15.0%
Syndicate 4020	12.5%
Syndicate 5151	10.0%
Syndicate 2623	12.3%
Syndicate 623	2.7%
Syndicate 1919	5.0%
Syndicate 5886	5.0%
<b>Aspen Insurance UK Ltd (Australian Branch)</b>	<b>12.5%</b>

## SEVERAL LIABILITY CLAUSE LMA5096 (Combined Certificate) 7 March 2008

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

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The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.