

Insured	The Gliding Federation of Australia Inc.
Policy Type	Aviation Premises, Hangarkeepers & Products Liability
Period	30 April 2021 to 30 April 2022
Policy No	HSAB-202106-17390

POLICY SCHEDULE

Policy No:

HSAB-202106-17391 – HSAB-202106-17424

Name of 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 and includes any directors, employees, partners or agents of the Insured whilst acting in the scope of their duties.

Additional Insured**Nature of Interest**

Affiliated State Gliding Associations

Individual Financial Members of the listed Gliding Clubs

World Glide Pty Ltd

F.T.R.&I.

South Australia Gliding Association Inc (SAGA)

In respect of operations at Arkapena Airfield SA only

AH & JI Smith Family Trust

In respect of operations at Arkapena Airfield SA only

Rawnsley Park Tourism Pty Ltd

In respect of operations at Arkapena Airfield SA only

Owners or Lessors of the property or land being used by the Insured in the course of the Insured's business

F.T.R.&I.

Period of Insurance:

30 April 2021 to 30 April 2022 at 4pm Local Time of the Insured

Interest Insured

The policy insures all sums for which the above entities are legally obligated to pay as compensatory damages because of bodily injury, sickness or disease (including death) and damage to property arising out of Gliding Administration (including in respect of gliding competitions) in accordance with the objects stated in the Memorandum and Articles of Association.

Type of Business

Gliding Club (includes gliding competitions)

Location

Hangar/Premises are located as and where required in the course of the Insured's business

Limits of Liability:

Section 1 AU\$ Refer Club Schedule any one occurrence

Section 2 AU\$ 500,000 any one occurrence

Section 3 AU\$ 1,000,000 any one occurrence and in the annual aggregate

Legal Costs and Expenses are payable in addition to Liability Limit

Deductible (in respect of Property Damage only):

Section 1 AU\$ Nil each and every occurrence

Section 2 AU\$ Nil each and every occurrence

Section 3 AU\$2,500 each and every occurrence unless primary is enforced

Geographical Limit

Commonwealth of Australia and in respect of Products Liability the geographical limit is worldwide

The name and address of person(s) or firm to whom all notices shall be given is:

Aviation Insurance Brokers of Australia Pty Ltd

PO Box 616 Archerfield

Queensland 4108

Premium

As agreed, and held on file by Aviation Insurance Brokers of Australia Pty Ltd

Premium Payment terms

Instalments

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


30 April 2021	As agreed
30 July 2021	As agreed
30 October 2021	As agreed
30 January 2022	As agreed
2. In the event of a claim hereunder, which exceeds the instalments of premium paid on this Policy, the instalments of premium then outstanding shall become payable forthwith.

Club Schedule

Section 1 Limit

Adelaide Soaring and Flying Club	\$20,000,000
Adelaide University Gliding Club; Stonefield Aviation Association Inc; The Barossa Valley Gliding Club Inc	\$10,000,000
Alice Springs Gliding Club	\$10,000,000
Bacchus Marsh Group (Melbourne Gliding Club, Geelong Gliding Club Inc, Beaufort Gliding Club Inc and Australian Gliding Museum Inc)	\$10,000,000
Balaklava Gliding Club	\$10,000,000
Bathurst Soaring Club	\$10,000,000
Bendigo Gliding Club	\$10,000,000
Beverley Soaring Society	\$10,000,000
Boonah Gliding Club	\$10,000,000
Bundaberg Gliding Club	\$10,000,000
Byron Gliding Club	\$10,000,000
Caboolture Gliding Club	\$20,000,000
Central Coast Soaring Club Inc	\$20,000,000
Central Qld Gliding Club	\$10,000,000
Darling Downs Soaring Club	\$10,000,000
Gliding Club of Victoria	\$10,000,000
Gliding Club of Western Australia	\$10,000,000
Grampians Soaring Club	\$10,000,000
Horsham Flying Club	\$10,000,000
Hunter Valley Gliding Club	\$20,000,000
Kingaroy Soaring Club Inc	\$10,000,000
Lake Keepit Soaring Club	\$20,000,000
Leeton Aviators Club Inc	\$10,000,000
Murray Bridge Gliding Club	\$10,000,000
Narrogin Gliding Club Inc	\$10,000,000
Southern Tablelands Gliding Club	\$10,000,000
Sunshine Coast Gliding Club	\$20,000,000
Sunraysia Gliding Club	\$10,000,000
Sydney Gliding Inc	\$20,000,000
Temora Gliding Club	\$10,000,000
The Soaring Club of Tasmania	\$10,000,000
Waikerie Gliding Club	\$10,000,000
Warwick Gliding Club	\$20,000,000

Dated in Brisbane and signed on behalf of HDI Global Specialty SE - Australia

Insurer	HDI Global Specialty SE - Australia
Proportion of Risk Held	100%
Signed	 10.
Dated	06. 21

AVIATION PREMISES, HANGARKEEPERS & PRODUCTS LIABILITY INSURANCE POLICY

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

- (a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury) or
- (b) for loss of or damage to property of others (hereinafter referred to as property damage)

caused by accident occurring during the period mentioned in the Schedule and arising out of the hazards set forth in Sections 1, 2 and 3 below.

SECTION 1

Bodily Injury or Property Damage

- (a) In or about the premises specified in the Schedule, as a direct result of the services granted by the insured
- (b) Elsewhere in the course of any work or of the performance of any duties carried out by the Insured or his employees in connection with the business or operations specified in the Schedule caused by the fault or negligence of the Insured or any of his employees engaged in the Insured's business or by any defect in the Insured's premises, ways, works, machinery or plant (including mobile plant & ground service equipment) used in the Insured's business

THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Insured or any servant of the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the premises specified in the Schedule.
2. Bodily injury or property damage caused by
 - (a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.
 - (b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this Policy, whether such Section is insured hereunder or not.
3. Bodily injury or property damage arising out of any Airmeet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Insurers.
4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways, or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Insurers.
5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Insured or his employees after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the premises specified in the Schedule.

SECTION 2

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

THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

- (a) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.
- (b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to the Insured.
- (c) Loss of or damage to any Aircraft while in flight as defined.

SECTION 3

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.

THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

- (a) Damage to the property of the Insured or to property within his care, custody or control.
- (b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.
- (c) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom.
- (d) Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

- 1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workman's compensation, unemployment compensation or disability benefits law or any similar law.
- 2. THIS POLICY DOES NOT COVER the cost of making good any faulty workmanship for which the Insured, his employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- 3. THIS POLICY DOES NOT COVER liability assumed by the Insured by Agreement under any Contract unless such liability would have attached to the Insured even in the absence of such Agreement.
- 4. THIS POLICY DOES NOT COVER liability of the Insured directly or indirectly occasioned by, happening through or in consequence of War, invasions, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 5. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Insurers.
- 6. Each section of this Policy excludes liability which is or would be covered under any other section of the Policy, whether such other section is insured hereunder or not.
- 7. This Policy is subject to the attached Nuclear Risks Exclusion Clause.

PAYMENT OF COSTS

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

PROVIDED THAT

In the event of their requiring any claim to be contested

- (a) If the claim be successfully resisted by the Insured the Insurers will pay all costs, charges and expenses incurred by the Insured in connection therewith up to but not exceeding the sum insured under this Policy.
- (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Insurers to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Policy bears to the amount paid to dispose of the claim.

DEFINITIONS

1. ACCIDENT. The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
2. FLIGHT. The term "in flight" means the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run.

GENERAL CONDITIONS

1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to Insurers as soon as possible after the same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.
2. All notices as specified above shall be given by the Insured to the person(s) or firm named for the purpose in the Schedule.
3. If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Insurers shall be limited to their rateable proportion of such claim.
4. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void, and all claims hereunder shall be forfeited.
5. This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided 30 days notice in writing be given. (Where 30 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefore).
If the Policy shall be cancelled by the Insured the Insurers shall retain the earned premium hereon for the period that this Policy has been in force calculated in accordance with the basis in the Schedule, or the short rate proportion of the minimum premium, calculated in accordance with the customary scale whichever is the greater.
If the Policy shall be cancelled by Insurers they shall retain the earned premium hereon for the period that this Policy has been in force, calculated in accordance with the basis in the Schedule or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.
6. It is a condition precedent to the right of the Insured to be indemnified under this Insurance that
 - (a) If after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately.
 - (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.
 - (c) The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.
 - (d) The Insured shall comply with all International and Government Regulations and Civil Instructions.
7. 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 liability stated in this Policy.

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CONDITIONS

Airmeet Deletion

Section 1, Exclusion 3 is amended to delete the reference to Airmeet

Airport/Airport Authorities

Insurance and Indemnity provisions, conditions, requirements and requisites of any lease and/or licence or contract agreement between the Insured and respective Airport Corporations and/or Authorities are subject to underwriter agreement.

Asbestos Exclusion Clause 2488AGM00003

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

- 1) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- 2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos of any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof.

All other terms and conditions of the Policy remain unchanged.

Bodily Injury Definition

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

Casual/Part Time/Sub-Contracted or Volunteer Labour

Noted and agreed that where work is carried out by casual/part-time, sub-contracted or volunteer labour on behalf of the Insured, such persons and deemed to be employees of the Insured.

Contractors/ Sub-Contractors/ Insured's Employees Motor Vehicles

Agreed to include coverage in respect of contractors and/or sub-contractors and their employees and Insured's employees using their own vehicles airside for the purpose of travelling to or from their normal place of work and/or carrying out their duties on behalf of the Insured.

Contractual Liability

Hold Harmless Agreements, Indemnities, Waivers of Subrogation, Special Agreements, Contractual Liability, Lease Agreements, Additional Insured's, endorsement and cover all as expiring and as required by the insured, other than where outside the scope of their normal operations. New contracts are to be noted and agreed by insurers.

Cross Liability Clause AVN63

The inclusion of Additional Insureds under this Policy shall not preclude the right of recovery hereon by the Original Insured named below in respect of claims made against them by such Additional Insureds or the employees of such Additional Insureds.

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

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

Original Insured: As named in the Schedule attaching to the Policy.

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.

Date Recognition Limited Coverage Clause AVN2002A

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

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

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.
2. Nothing in this Endorsement shall provide any coverage :
 - (a) applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
 - (b) in respect of grounding of any aircraft; and/or
 - (c) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

Extended Coverage Endorsement Liabilities AVN52G

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), IN CONSIDERATION of an Additional Premium of (as agreed), it is hereby understood and agreed that with effect from policy inception, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.
2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B.
Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.
3. LIMITATION OF LIABILITY
As per Club schedule any one occurrence or the policy Limit of Liability whichever is lesser and in the annual aggregate, to apply within the full policy limit and not in addition thereto.
4. 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 Clause AVN 48B
- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved
 - (iii) All cover in respect of any of the Insured Aircraft requisitioned for either title or use
- upon such requisitionPROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.
5. REVIEW AND CANCELLATION
 - (a) Review of Premium and/or Geographical Limits (7 days)
Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.
 - (b) Limited Cancellation (48 hours)
Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c),

- (d), (e), (f) and/ or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.
- (c) Cancellation (7 days)
The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.
- (d) Notices
All notices referred to herein shall be in writing.

Insured Definition:

The term "Insured" means:

1. The Insured as named in the Policy Schedule and includes:
2. Any director, officer, employee, trustee thereof, whilst acting within the scope of his or her duties on behalf of the Insured named in the Policy Schedule

Law & Jurisdiction

This Policy shall be governed by and construed in accordance with the law of Australia and each party agrees to submit to the exclusive jurisdiction of the Courts of Australia in any dispute arising hereunder.

Noise and Pollution and Other Perils Exclusion Clause AVN46B (amended)

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever, but Exclusion 1(b) does not apply to the pollution and/or contamination of products sold or supplied by the Insured.
 - (c) electrical and electromagnetic interference,
 - (d) 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.
2. With respect to any provision in the Policy concerning any duty of Underwriters to investigate or defend claims, such provision shall not apply and Underwriters shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Underwriters 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.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

Nuclear Risks Exclusion Clause AVN38B

- (1) This Policy does not cover:
 - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto,
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:
 - (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or all additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organisation is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification

from any government or agency thereof.

- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organisation "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:

<u>Emitter</u> (IAEA Health and Safety)	<u>Maximum permissible level</u> <u>of non-fixed radioactive</u> <u>surface contamination</u> <u>(averaged over 300 cm²)</u>
Beta, gamma and low toxicity emitters	Not exceeding 4 Bequerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Bequerels/cm ² (10 ⁻⁵ microcuries/cm ²)

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

Occurrence Definition

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.

Personal Injury Extension AVN60A

The insurance provided by this policy extends to indemnify the insured for legal liability for damages awarded to any person arising out of one or more of the following offences committed during the policy period but only where such offences are committed in connection with that part of the insured's aviation operations or interests for which other coverage is granted by the policy:-

1. false arrest, restraint, detention, or imprisonment.
2. malicious prosecution.
3. wrongful entry, eviction, or other invasion of the right of private occupancy.
4. inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
5. the publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named insured.
6. incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician, or other person performing medical services but only for or on behalf of the insured in the provision of emergency medical relief.

The following additional exclusions shall apply to the insurance provided by this extension:-

- (a) liability assumed by the named insured under any contract or agreement
- (b) personal injury arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the named insured
- (c) personal injury arising out of offence 5 above
 - (i) if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
 - (ii) if such publication or utterance was made by or at the direction of the insured with the knowledge of the false nature thereof
- (d) liability for personal injury sustained by any person directly or indirectly related to the past, present or potential employment of such person by the insured.

Limit per Section 1 limit any one offence or the policy Limit of Liability whichever is lesser and in the annual aggregate during the policy period being within the overall policy limit and not in addition thereto. All other terms and conditions of this policy remain unchanged.

Post Maintenance (Test Flights).

If applicable, the Section 2 Exclusion relating to “loss or damage to aircraft while in flight” is deleted.

Refuelling Liability Extension

The policy extends to provide cover for refuelling of third-party aircraft.

Sanctions and Embargo Clause AVN111

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

1. 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.
2. 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.
3. 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.

Tenants Liability

The relevant policy exclusion is deleted and the coverage provided by this Policy is extended to include the Insured's liability in respect of Property Damage to premises of others which are rented, leased or occupied by the Insured in respect of their operations and which is caused by an Occurrence.

Sub-limit AU\$1,000,000 any one occurrence

Two Way Cross Liability Clause LSW715

It is agreed that the inclusion of more than one Insured in the 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.

Volunteers

Liability to the volunteers included subject to Policy Term and Conditions Normal fundraising activities in the form of ticket sales, raffles, stalls, collections and the like at local community events and venues have been noted and agreed by Underwriters. Any fund-raising activity which falls outside the above parameters should be declared prior to the event taking place.

War, Hi-jacking and Other Perils Exclusion Clause Aviation 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).