



**Gliding Federation of Australia Inc.  
2021-2022  
Broad Based Liability Policy**

Issued by HDI Global Speciality SE – Australia

ABN: 58 129 395 544 – AFSL: 458776

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## IMPORTANT NOTICES

You, the Insured, with the view to effecting an insurance as hereinafter provided, have presented a written proposal, bearing the date stated in the Schedule, which is agreed to be read together with this Policy Wording and the Schedule and together forms the basis of this contract of insurance.

The Insurer of this Contingent Liability Insurance Policy is HDI Global Specialty SE – Australia, ABN 58 129 395 544, AFS License number 458776 of Tower 1, Level 33, 100 Barangaroo Avenue, Sydney, NSW 2000. HDI Global Specialty SE – Australia is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth) and is registered in Germany, with its registered office at Roderbruchstraße 26, 30655 Hannover, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht (“BaFin”). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act (“Versicherungsaufsichtsgesetz”).

We agree to insure You against loss as provided by the terms of this Policy.

This Policy is made up of the proposal, this Policy Wording, and the Schedule.

You are requested to read this Policy Wording and the Schedule and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing on the Schedule should be quoted.

**Headings and marginal captions are inserted for the purpose of convenient reference only and are not to be deemed part of this Policy Wording.**

**Certain words and phrases used in this Policy Wording have special meanings which can be found in Section IV (D) Definitions.**

We agree to insure You against loss, damage, or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided under this Policy Wording.

Where We make a payment to You, or on Your behalf, under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

### Your duty of disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) (“The Act”).

The Act imposes a different duty when:

- You enter into the Policy with Us for the first time;
- You renew Your Policy with Us; and
- You vary, extend, or reinstate Your Policy with Us.

This duty applies until (as applicable) We first agree to insure You, or We agree to any variations, extensions, reinstatements, or renewal.

### Duty of disclosure when applying for this Policy

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until We agree to insure You.

### Duty of disclosure on renewal of Your Policy

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions. Also, We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change. If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

You have this duty until We agree to renew the contract.

### **Duty of disclosure when varying, extending, or reinstating Your Policy**

If You have already entered into a Policy with Us and You are proposing to vary, extend or reinstate the Policy, Your duty of disclosure changes. You have a duty to tell Us of anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

### **If You do not tell Us something**

If You do not tell Us anything You are required to, We may cancel Your Policy or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed.

### **Complaints and Disputes**

We are dedicated to providing You with a high standard of service and We want to ensure We maintain these standards at all times. If You feel that We have not offered You a first-class service, contact Us and We will do Our best to resolve the problem.

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, refer Your complaint or dispute to Us. To enable Us to consider Your complaint fully and quickly, You will need to provide the following information:

- An explanation of the situation that led to the complaint;
- Any new information not currently in Our possession that may have a bearing on Our understanding of the complaint; and
- A statement of any action that You would like Us to take to resolve the complaint

Upon final consideration of Your complaint, We will inform You of the proposed resolution and the timeframe We will take to implement such a resolution.

### **Our Internal Dispute Resolution Process**

If You are not satisfied with Our response to Your complaint, You may escalate it as a dispute and Our Internal Disputes Resolution Committee will review the matter. The Committee will be independent of the person who initially considered Your complaint.

Internal Dispute Resolution Committee  
HDI Global Specialty SE - Australia  
Tower 1, Level 33  
100 Barangaroo Avenue  
Sydney, NSW 2000

**Email: [ComplaintsAustralianBranch@hdi-specialty.com](mailto:ComplaintsAustralianBranch@hdi-specialty.com)**

We undertake to resolve Your complaint within fifteen (15) working days. If further time is needed a reasonable alternative timeframe will be agreed with You. If You are not satisfied with Our response, You may refer Your complaint to the Australian Financial Complaints Authority ("AFCA"), an ASIC approved external dispute resolution body. AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. We are bound by the determination of AFCA but the determination is not binding on You.

You can contact AFCA at:  
Address: Australian Financial Complaints Authority,  
GPO Box 3,  
Melbourne, VIC 3001  
Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Web: [www.afca.org.au](http://www.afca.org.au)

### **Renewal of Your Policy**

Prior to Your Policy expiring, We will advise You whether We intend to offer renewal of Your Policy and if so on what terms. This document also applies to any offer of renewal We may make unless We tell You otherwise. If We offer renewal, We will send You a notice advising the renewal terms and the amount payable to renew the Policy. It is important that You check the terms of any renewal offer before renewing to satisfy Yourself that the details are correct. In particular, check the Sum Insured are applicable and ensure the levels of cover are appropriate for You.

Please note that You need to comply with Your Duty of Disclosure before each renewal (see above).

## Privacy

We are bound by the Privacy Act 1988 (Cth) which includes the Australian Privacy Principles (APPs), when collecting and handling Your personal information including health information.

We will only collect personal information from or about You for the purpose of assessing Your proposal for insurance and administering Your insurance Policy, including any claims You make or claims made against You.

We may need to disclose personal information to other entities within Our group, re-insurers (who may be located overseas including the UK and EU), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Us and them in providing relevant services and products, or for the purpose of recovery or litigation. If We disclose information to someone overseas, We will ensure that they are subject to laws with equivalent protection as the Privacy Act 1988 (Cth) or that they agree to hold and deal with Your personal information in a manner that affords You similar protection.

We may disclose personal information to people listed as co-insured on Your Schedule and to family members or agents authorised by You. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. We will request Your consent to any other purpose.

By providing Your personal information to Us, You consent to Us making the disclosures set out above which require consent. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Us written notice. Without Your personal information We may not be able to issue insurance to You or process Your claim.

You also have the opportunity to find out what personal information We hold about You and, when necessary, correct any errors in this information. Generally, We will do this without restriction or charge. For further information about Our Privacy Policy or to access or correct Your personal information, please contact Us at the following address:

HDI Global Specialty SE – Australia  
Tower 1, Level 33  
100 Barangaroo Avenue  
Sydney, NSW 2000

<https://www.hdi-specialty.com/int/en/legals/privacy>

**E-mail: [PrivacyAustralianBranch@hdi-specialty.com](mailto:PrivacyAustralianBranch@hdi-specialty.com)**

If You believe that We have interfered with Your privacy in the handling of Your personal information You may lodge a complaint by contacting Us. We will attempt to resolve Your complaint in accordance with Our Privacy Complaints Handling Procedure.

If You would like more information about Our Privacy Complaints Procedure, please visit

[https://www.hdipecialty.com/downloads/\\_Global/legal/HGS\\_VPI\\_australia\\_privacy\\_policy\\_181214.pdf](https://www.hdipecialty.com/downloads/_Global/legal/HGS_VPI_australia_privacy_policy_181214.pdf).

## 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 administered by the G.F.A and shall include (but not by way of limitation) the airframe, equipment, instruments, oxygen, radio, including such components whilst detached from the aircraft, provided that similar parts have not been replaced in the aircraft.
"Australia"	means continental Australia and extending 100kms into territorial waters, external territories (excluding Australian Antarctic Territory, Macquaire Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than excluded territories)
"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
"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. Occurrence replaces the word Accident as appropriate in the policy wording.
"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.
"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.
"Insurer", "Our", "Us", "We"	means HDI Global Specialty SE - Australia
"Insured", "You", "Your(s)"	means the person, entity named in the Schedule as the Insured.

## POLICY SCHEDULE

### Policy Number

HSAB-202106-17390

### 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

World Glide Pty Ltd for their respective rights and interests.

### Period of Insurance

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

### Limit of Liability

AU\$1,000,000 any one occurrence or series of occurrences arising out of the one event, limited to AU\$2,000,000 in the annual aggregate and subject to the Re-instatement Clause, less any amount specified in the Policy Schedule as a deductible

Legal Costs and Expenses are payable in addition to Sum Insured/Liability Limit

### Deductible (unless otherwise stated in the conditions)

AU\$2,500 each and every loss in respect of Property Damage claims


### Geographical Limit

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

### Pilots and Uses

Pilots and Uses as required by the Insured excluding:

- 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;
- or whilst the aircraft is outside the geographical limits stated in the schedule unless due to force majeure;
- or whilst any aircraft is being used for aerobatic flying, other than aerobatics as approved and permitted by the aircraft manufacturers specifications.

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

## 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, sustained by any person, including passengers (excluding any liability imposed under Civil Aviation (Carriers Liability) Act) or because of property damage, caused by an occurrence 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, Hangar Keeper Activities; and
  - iv. Gliding Club Activities.
2. Coverage under this clause is also deemed to include:
  - i. the Insured's Legal Liability to the pilot of any aircraft who is flying such aircraft with the Insured's permission and who complies with the requirements of the Gliding Federation of Australia.
  - 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.
  - iv. the legal liability of the Insured in respect of any glider and/or 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 any public roadway.

### Limits of Liability

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 in the Schedule.

### Re-Instatement Clause

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.

It is hereby noted and agreed that the above shall be construed to provide the Insured up to 1 automatic reinstatements in any one policy period. It is further acknowledged that such reinstatement 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

1. The Insurer agrees that their liability under this Policy will not exceed the amounts less any deductible stated in the Schedule. The Insurer 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.
2. The Insurer agrees, subject to the terms and conditions of the paragraph 1 – Conditions applicable to this Section, to pay such legal costs and expenses in addition to the applicable limit of indemnity of this insurance.
3. 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, 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:

1. 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;
2. 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;
3. 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;
4. 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 non-commercial basis;
5. to liability arising out of the Civil Aviation (Carriers Liability) Act 1959 or similar State Legislation.



## SECTION 2: GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not cover:

### 1. Certification

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;

### 2. Passengers

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;

### 3. Geographical limits

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

### 4. Uses & Pilots

(a) 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;

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

### 5. Contractual Liability

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;

### 6. Other insurance

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

### 7. Provision of Advice

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.

## SECTION 3: 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 Insurer 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

1. The Insured shall duly observe all statutes, statutory orders, regulations, and directions relating to air navigation for the time being in force.
2. 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.
3. 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.
4. 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.
5. 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.
6. The premium for this insurance having been based on an estimate of membership, the insured shall within sixty (60) 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.

### Applicable Law and Jurisdiction

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 judgement obtained in the United States of America or Canada. 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.

### 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.

### Breach of Air Navigation Regulations Endorsement AVN94

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 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.

### Cancellation

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 other than in respect of the Re-Instatement Clause provision of the policy.

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

### Claims

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.

### 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 AVN52E

1. Whereas the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN48B), 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 AVN48B 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 AVN48B.  
Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.
3. LIMITATION OF LIABILITY  
The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be a sub-limit of \$1,000,000 or to the applicable Policy Limit whichever the lesser any one Occurrence and in the annual aggregate, to apply within the full policy limit and no in addition thereto however coverage only applies if this risk is insured under the Primary policy.  
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.
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 AVN48B
    - 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 of 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)  
Underwriters 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, Underwriters 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 AVN48B - such notice to become effective on the expiry of forty-eight hour 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 Underwriters of 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.

#### **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  
The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be a sub-limit of \$1,000,000 or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.
4. AUTOMATIC TERMINATION  
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 (e) 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.

## Food and Drink

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

## Liability to Pilots & Crew Clause AVN73

It is understood and agreed that this Policy is extended to indemnify the Insured in respect of liability to the operational crew of the Aircraft. However, the Insurer shall not be liable for any liability of the Insured under or by reason of any workers compensation, employer's compensation, accident compensation or similar legislation.

Notwithstanding the inclusion of this clause, the total liability of the Insurer shall not exceed the Limit(s) of Indemnity for this Policy. Accordingly, any payment under this clause is included within the Limit(s) of Indemnity of this Policy and not in addition thereto.

## 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 paragraph 1(b) however not applicable to pollution or contamination of product(s) 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>	<u>Maximum permissible level of non-fixed radioactive surface contamination (averaged over 300 cm<sup>2</sup>)</u>
(IAEA Health and Safety)	
Beta, gamma, and low toxicity emitters	Not exceeding 4 Bequerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Bequerels/cm <sup>2</sup> (10 <sup>-5</sup> 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.

### Premium Payment Clause

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 for the lost or damaged aircraft on this Policy, the instalments of premium then outstanding, for the lost or damaged Aircraft shall become payable forthwith.

### 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.

### 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.

### **Supplementary Payments Clause AVN76 (amended)**

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 Insurers agree to indemnify the Insured for:-

- ~~(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 Authority or any other relevant authority into an Accident involving an Aircraft insured hereunder.

Coverage is provided under paragraph (d) above only. Provided always that Insurers' liability shall not exceed \$50,000 in the aggregate.

### **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.

### **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).