

Allianz Global Corporate & Specialty

Gliding Federation of Australia Inc.

2016 – 2017 MEMBERS
BROADBASED LIABILITY POLICY

Allianz 

Allianz Global Corporate & Specialty – Pacific
Issued and administered by
Allianz Australia Insurance Limited
ABN 15 000 122 850
AFS Licence No. 234708
360 Elizabeth Street, Melbourne VIC 3000
Ph: 03 9224 3888 Fax: 03 8615 8348
Email: aviation@allianz.com.au

Important Notices – PLEASE READ CAREFULLY

Dispute Resolution Process – helping you solve problems

We have a free internal complaints resolution process that can be accessed by contacting us using the details on the back cover. If this process doesn't resolve the complaint we will give you information about how to access available external dispute resolution schemes.

Your Duty of Disclosure

Before you enter into an Insurance contract with us, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

The Act imposes a different duty the first time you enter into the policy with us to that which applies when you vary, extend, reinstate or replace your policy. We set these two duties out below:

Your duty of disclosure when you enter into this policy with us for the first time

You will be asked various questions when you first apply for this policy. When you answer these questions you must:

- give us honest and complete answers
- tell us everything you know, and
- tell us everything that a reasonable person in the circumstances could be expected to tell us

Your duty of disclosure when you renew, vary, extend, reinstate or replace your policy

When you renew, vary, extend, reinstate or replace your policy your duty is to tell us before renewal, variation, extension, reinstatement or replacement is made, every matter known to you which:

- you know, or
- a reasonable person in the circumstances could be expected to know, is relevant to our decision whether to insure you and whether any special conditions need to apply to your policy

What you do not need to tell us for either duty

You do not need to tell us about any matter

- that diminishes our risk,
- that is of common knowledge,
- that we know or should know as an insurer, or
- that we tell you we do not need to know

Who do the above two duties apply to?

Everyone who is insured under the policy must comply with the relevant duty.

What happens if you or they do not comply with either duty?

If you or they do not comply with the relevant duty, we may cancel the policy or reduce the amount we pay if you make a claim. If fraud is involved, we may treat the policy as if it never existed and pay nothing.

Privacy Notice

At Allianz, we give priority to protecting the privacy of your personal information. We do this by handling personal information in a responsible manner and in accordance with the Privacy Act 1988 (Cth).

How We collect Your personal information

We usually collect your personal information from you or your agents. We may also collect it from our agents and service providers; other insurers and insurance reference bureaus; people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners; third parties who may be arranging insurance cover for a group that you are a part of; law enforcement, dispute resolution, statutory and regulatory bodies; marketing lists and industry databases; and publicly available sources.

Why We collect Your personal information

We collect your personal information to enable us to provide our products and services, including to process and settle

claims; offer our products and services and those of our related companies, brokers, intermediaries and business partners that may interest you; and conduct market or customer research to determine those products or services that may suit you. You can choose not to receive product or service offerings from us (including product or service offerings from us on behalf of our brokers, intermediaries and/or our business partners) or our related companies by calling the Allianz Direct Marketing Privacy Service Line on 1300 360 529, EST 8am-6pm Monday to Friday, or going to our website's Privacy section at www.allianz.com.au.

Who We disclose Your personal information to

We may disclose your personal information to others with whom we have business arrangements for the purposes listed in the paragraph above or to enable them to offer their products and services to you. These parties may include insurers, intermediaries, reinsurers, insurance reference bureaus, related companies, our advisers, persons involved in claims, external data collectors and verifiers, parties that we have an insurance scheme in place with under which you have purchased a policy (such as a financier or motor vehicle manufacturer and/or dealer). Disclosure may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

Disclosure overseas

Your personal information may be disclosed to other companies in the Allianz Group, business partners, reinsurers and service providers that may be located in Australia or overseas. The countries to which this information may be disclosed will vary from time to time, but may include Canada, Germany, New Zealand, United Kingdom, United States of America and other countries where the Allianz Group has a presence or engages subcontractors.

We regularly review the security of our systems used for sending personal information overseas. Any information disclosed may only be used for the purposes of collection detailed above and system administration.

Access to Your personal information and complaints

You may ask for access to the personal information we hold about you and seek correction by calling 1300 360 529 EST 8am-6pm, Monday to Friday. Our Privacy Policy contains details about how you may make a complaint about a breach of the privacy principles contained in the Privacy Act 1988 (Cth) and how we deal with complaints. Our Privacy Policy is available at www.allianz.com.au

Telephone call recording

We may record incoming and/or outgoing telephone calls for training and verification purposes. Where we have recorded a telephone call, we can provide you with a copy at your request, where it is reasonable to do so.

General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to further raise standards of practice and service across the Insurance Industry.

We keenly support the standards set out in the Code. You can obtain more information on the Code of Practice and how it assists you by contacting us.

DEFINITIONS APPLICABLE TO ALL PARTS OF THE POLICY

"AIRCRAFT" shall be held to mean glider(s), sailplane(s) and/or powered sailplanes 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.

"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.

"ACCIDENT" means any accident or series of accidents arising out of one event.

"IN FLIGHT" means the time commencing with the actual take off run of the aircraft and continuing thereafter until the aircraft has completed its landing run.

"AUSTRALIA" means continental Australia and extending 100kms into territorial waters, external territories (excluding Australian Antarctica, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories)

"NEW ZEALAND" means continental New Zealand and extending 100kms into territorial waters.

"BODILY INJURY" means bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unless accompanied by and directly caused by, physical injury.

"COMPENSATORY DAMAGES" does not include punitive, exemplary or aggravated damages.

"INSURED" means the Insured name in the Schedule and includes any directors, employees, partners or agents of the Insured whilst acting in the scope of their duties.

"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.

**AVIATION LEGAL LIABILITY INSURANCE POLICY
POLICY SCHEDULE**

POLICY NUMBER:

99 000 2610 AVT

INSURED:

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

ADDITIONAL INSURED:

World Glide Pty Ltd for their respective rights and interests.

PERIOD OF INSURANCE:

From 4.00 pm 30th April 2016 to 4.00 pm 30th April 2017 local standard time.

LIMIT OF INDEMNITY

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

GEOGRAPHICAL LIMITS

Australia & New Zealand

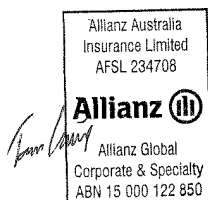
DEDUCTIBLE

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

PREMIUM

As agreed

SIGNED



INSURER

Allianz Australia Insurance Limited AFS licence No. 234708, ABN 15 000 122 850 (The Insurers) agree to insure against liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

1. INSURING CLAUSE

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

- a) The Ownership, Maintenance or use of Aircraft;
- b) Gliding Displays and/or Events (competitive or otherwise);
- c) Airport Operator and/or Hangar Keeper Activities; and
- d) Gliding Club Activities.

Coverage under this clause is also deemed to include:

- i) the Insured's Legal Liability to the pilot of any Glider 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.

2. LIMITS OF LIABILITY

The limit of the Insurers liability under this insurance in respect of anyone accident or series of accidents arising out of one event is as specified in the Schedule.

3. 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 4 automatic reinstatements in any one policy period. It is further acknowledged that such reinstatements will be provided regardless of whether the accidents occur in a short period of time during which it is impractical to discuss with the Insured the required changes to the cover.

4. SPECIAL CONDITIONS

- 4.1 The Insurers agree that their liability under this Policy will not exceed the amounts less any deductible stated in the Schedule. The Insurers will defray in addition any legal costs and expenses incurred with our written consent in defending any action which may be brought against the Insured in respect of any claim for damages covered by this Policy, but should the amount paid or awarded in settlement of such claims exceed the limit of indemnity, then Insurers liability in respect of such legal costs and expenses shall be limited to such proportion of the legal costs and expenses as the limited of indemnity bears to the amount paid for damages.
- 4.2 The Insurers agree, subject always to paragraph 4.1 (a), to pay the amounts incurred under these Special Conditions, except settlement of claims and suits, in addition to the applicable limit of indemnity of this insurance.

- 4.3 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 always provided that such breach was made without the knowledge or consent of the other Insured.

5. SPECIAL EXCLUSIONS

This insurance does not apply:

- a) 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 Workmen's Compensation Law;
- b) 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;
- c) 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;
- d) 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 approved Airworthiness Inspectors on a voluntary non-commercial basis;
- e) to liability arising out of the Civil Aviation (Carriers Liability) Act 1959 or similar State Legislation.

6. GENERAL EXCLUSIONS

6.1 This insurance ceases to attach:

- a) in flight whilst the Certificate of Airworthiness or Permit to Fly in respect of the aircraft is cancelled or 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;
- b) 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;
- c) 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;
- d) whilst any aircraft is being used for aerobatic flying, other than aerobatics as approved and permitted by the flying manufacturers specifications.

6.2

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

6.3

The Insurers shall not be liable for any liability assumed by the Insured under any agreement or contract unless such liability would have attached to the Insured in the absence of any such agreement or contract.

6.4

This policy does not cover liability arising out of the provision of advice, the failure to advise of any breach of any professional duty owed by the Insured's employees, agents or contractors.

WAR, HIJACKING AND OTHER PERILS EXCLUSION CLAUSE

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 or 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) Hijacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at 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 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.

AVN 48B

NUCLEAR RISKS EXCLUSION CLAUSE

(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) ionising 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 an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organisation is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(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 Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter	Maximum permissible level of nonfixed radioactive surface contamination (Averaged over 300 cm ²)
(IAEA Health and Safety Regulations)	
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10-4 microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/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.

AVN 38B

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

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 with them,
- (b) pollution and contamination of any kind whatsoever,
- (c) electrical and electromagnetic interference,
- (d) interference with the use of property;

unless caused by or resulting from a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

2. With respect to any provision in this Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

- (a) claims excluded by Clause 1, or
- (b) a claim or claims covered by this Policy when combined with any claims excluded by Clause 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claim or claims covered by this Policy:

- (i) damages awarded against the Insured and
- (ii) defence fees and expenses incurred by the Insured.

4. Nothing in this part shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN 46B

ASBESTOS EXCLUSION CLAUSE

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 or exposure to asbestos in any form whatsoever, 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, indemnify for any costs or damages relating to or in any way respond to the actual, alleged or threatened presence of asbestos in any form whatsoever.

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.

AVN 96

7. GENERAL CONDITIONS

7.1 The Insured shall duly observe all statutes, statutory orders, regulations and directions relating to air navigation for the time being in force.

7.2 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.

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 Insurers in respect of any or all Insureds shall not exceed the limit(s) of indemnity stated in this Policy.

7.3 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.

7.4 The premium for this insurance having been based on an estimate of membership, the Insured shall within Sixty 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 85% (Eighty Five Percent) 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.

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

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.

7.6 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.

7.8 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.

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

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

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

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 annual premium

31 days or more and less than 61 days 60% of annual premium

61 days or more and less than 91 days 75% of annual premium

91 days or more and less than 120 days 85% of annual premium

120 days or more 100% of annual premium

- 7.10 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.

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.

- 7.11 If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Insurers before this Insurance was entered into and such failure was fraudulent or the misrepresentation was made fraudulently, then the Insurers may avoid this Insurance but in any event the Insurers rights will be subject to Section 28 of the Insurance Contracts Act 1984.

- 7.12 Any word or expression to which a specific definition or meaning has been attributed in any part of this insurance shall bear such definition or meaning wherever it may appear.

- 7.13 This Policy will be construed in accordance with Australian Law whose courts shall have exclusive jurisdiction in any dispute or difference between Insured and Insurers.

- 7.14 This Policy does not cover and will not respond to legal liability to third parties or passengers resulting in legal proceedings, claims, demands or disputes arising in jurisdictions other than those referred to in the geographical limits set out in the Schedule.

AGCS SANCTIONS CLAUSE

This Policy does not provide any cover or benefit for any business or activity to the extent that

(i) such cover or benefit and/or

(ii) such business or activity

would violate any applicable economic or trade sanction law or regulations of the UN and/or the EU/EEA and/or any other applicable national economic or trade sanction law or regulations.

DATE RECOGNITION EXCLUSION CLAUSE

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 have to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A

DATE RECOGNITION LIMITED COVERAGE CLAUSE

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:

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

2. 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:

(a) bodily injury to passengers caused by an accident to an Insured Aircraft; and/or

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

(c) bodily injury and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

2. Nothing in this Endorsement shall provide any coverage:

(a) in respect of grounding of any aircraft; and/or

(b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A

PREMIUM PAYMENT CLAUSE

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

30-04-16	As agreed
30-07-16	As agreed
30-10-16	As agreed
30-01-17	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 on the aircraft that is the subject of the claim shall become payable forthwith.

TWO WAY CROSS LIABILITY CLAUSE

It is agreed that the inclusion of more than one Insured in this Policy shall not affect the rights of any Insured as respects any claim or suit by any other Insured, or by any employee of such other Insured. The Policy shall insure each Insured in the same manner as though a separate policy had been issued to each and the Underwriters hereby agree to waive all rights of subrogation which they may have or acquire against any party insured hereon arising out of an accident or occurrence in respect of which any claim is made hereunder. PROVIDED NEVERTHELESS that nothing contained herein shall operate to increase the Underwriters liability as set forth elsewhere in the Policy beyond the amount or amounts for which the Underwriters would have been liable if only one Insured had been named.

SUPPLEMENTARY PAYMENTS CLAUSE

It is hereby understood and agreed that this Policy is extended to cover as more fully set forth under those paragraph(s) 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 paragraphs (d) above.

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

AVN 76