

### **Agile Aviation Underwriting Services**

Agile Underwriting Services Pty Ltd ABN 48 607 908 243 : AFSL 483374

LvI 5, 63 York St SYDNEY NSW 2000 1300 475 092

**Coverholder at** 

LLOYD'S

# HANGAR KEEPERS INSURANCE - NEW BUSINESS SCHEDULE

### **GENERAL INFORMATION**

Unique Market F	arket Ref No: B0868PFDBA1703396				
Policy Type:		Agile Underwriting - Hangarkeepers Liability Insurance Policy			
Policy No:		101B 0029817D	Currency:	AUD - Australian Dollars	
Effective Date:		30/04/2017			
Details:		New Business			
Inception Date:		30/04/2017	Expiry Date:	30/04/2018 @ 1600hrs LST	
Named Insured: T		The Gliding Federation of Australia Inc			
Address: c/- Aviation Insurance brokers of		Australia Pty Ltd			
Additional Insured:			Nature of Interest:		
Affiliated State Gliding Associations			f.t.r.r.&i.		
Subsidiary Companies of the Gliding Federation of Australia		f.t.r.r.&i.	f.t.r.r.&i.		
World Glide Pty Ltd		f.t.r.r.&i.	f.t.r.r.&i.		
Broker:	Aviation Insurance Brokers of Australia Pty Ltd				

### **DETAILS OF COVERAGE:**

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.			
		Sum Insured:	Deductible:	
Section 1 - Premises Liability: any one accident or series of accidents arising out of one occurrence		\$10,000,000	\$2,500 in respect of property damage	
Section 2 - Hangar Keepers Laibility		Not Applicable	claims only	
Section 3 - Products Liability		Not Applicable		

## **GEOGRAPHICAL LIMITS**

Australia

### **CLAIMS NOTIFICATIONS**

Notice of any event likely to give rise to a claim under this Policy is to be submitted via email as soon as possible: aviationclaims@agileunderwriting.com

### **POLICY ENDORSEMENTS**

Description:	Extent of Coverage/Applicable Limit:	
Premium Payment Clause AVN6A	Quarterly	
Date Recognition Limited Coverage Clause AVN2002		
Two Way Cross Liability Clause		
Volunteer Workers Endorsement		
Airmeets Exclusion Deleted		
Co-insurance Clause		



SIGNED:		Monday, 10 April 2017	
	Authorised Signatory:	Date:	

### **POLICY ENDORSEMENTS**

The terms, exclusions, conditions and definitions of the Policy continue to apply unless inconsistent the Endorsements that follow hereunder. In the event of and to the extent of such inconsistency the Endorsements shall take precedence.

#### 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 instalment

30/04/2017	25% of Full Annual Premium
30/07/2017	25% of Full Annual Premium
30/10/2017	25% of Full Annual Premium
30/01/2018	25% of Full Annual Premium

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.

#### **DATE RECOGNITION LIMITED COVERAGE CLAUSE AVN2002**

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.

### TWO WAY CROSS LIABILITY CLAUSE LSW715 (12/93)

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.

### **TENANTS LIABILITY**

It is hereby understood and agreed that this policy is amended as follows:

Section 1 Exclusion 1 shall not apply to buildings that are not owned by the insured but are occupied by the insured for the purpose of the Insured's business. The Company agrees to indemnify the Insured for the above in accordance with Section 1 Cover provided that:

- (a) the premises where the building is located is declared to the Company and specified in the Schedule, and
- (b) the limit of liability of the Company shall not exceed the limit(s) of liability stated in this policy.

#### **VOLUNTEER WORKERS ENDORSEMENT**

It is hereby noted and agreed that General Exclusion 1 of this policy does not apply to persons engaged in the service of the insured where not covered by workers' compensation insurance.

#### **AIRMEETS EXCLUSION DELETED**

It is hereby noted and agreed that Section 1, Exclusion 3 is amended to delete the reference to Airmeets.

#### **CO-INSURANCE CLAUSE**

It is hereby noted and agreed that this insurance Policy is placed on a co-insurance basis whereby Underwriters participate in a share of the risk covered by this policy to the extent of their individual subscriptions as stated in the following schedule.

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

It is further noted that coinsurers agree to accept the decision of the Lead Underwriter and to follow that decision in all matters arising out of this policy other than for increases in sums insured and/or limits or sub-limits of liability, the inclusion of new purpose of use, aircraft type(s), or pilots, increases in seating capacity, changes to geographic limits, amendments to and/or other changes in premiums and/or rates not already provided for in the slip placement.

It is noted and agreed that following an event that may give rise to a claim the Lead Underwriter shall:

- (a) advise co-insurers of such event,
- (b) appoint an agreed adjustor on behalf of all co-insurers, and
- (c) furnish all information available to and co-operate with co-insurers in the adjustment and settlement of any claim

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

Further it is noted and agreed that all coinsurers shall receive a copy of each and every endorsement and/or amendment to the Policy.

#### The Schedule:



#### **SEVERAL LIABILITY NOTICE**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94