

# Gliding Federation of Australia Inc. 2017-18 Contingent Liability Policy

Issued by Agile Underwriting Services Pty Ltd

ABN:48 607 908 243 — AFSL 483374



## Important contact details

Phone: 1300 475 092

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

Address: 63 York St, Level 5. Sydney NSW 2000 Australia.

## Table of contents

Important Notices.....	3
Duty of Disclosure .....	3
Privacy .....	3
Dispute Resolution .....	4
General Insurance Code of Practice .....	4
Claims Notifications.....	4
Definitions .....	6
Policy Schedule.....	7
Section 1: Coverage .....	8
Insuring Clause .....	8
Conditions applicable to this Section .....	8
Section 2 – Exclusions .....	9
Section 3 – Conditions .....	14

## Important Notices

### Duty of Disclosure

Before you enter into a contract of insurance with us, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same duty to disclose those matters to us before you renew, extend, vary or reinstate the contract.

This duty of disclosure applies until the contract is entered into (or renewed, extended, varied or reinstated as applicable).

Your duty however does not require disclosure of any matter:

- that diminishes the risk to be undertaken by us; or
- that is of common knowledge; or
- that we know or, in the ordinary course of our business as an insurer, ought to know; or

If you fail to comply with your duty of disclosure, we may be entitled to reduce our liability under the contract in respect of a claim, cancel the contract, or both.

If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

### Privacy

At Agile Underwriting Services Pty Ltd, we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth). We use your personal information to assess the risk of and provide insurance and other insurance services to service your account.

We may use your contact details to send you information and offers about products and services that we believe will be of interest to you. If you don't provide us with full information, we may not be able to provide insurance or assess a claim to service your account. If you provide us with information about someone else you must obtain their consent to do so.

We provide your information to the insurer we represent when we issue and administer your insurance. We are part of the Agent Zero Group and may provide your information to the entity who provide us with business support services. We may also provide your information to your broker and contracted third party service providers (e.g. Loss adjuster companies), but will take all reasonable steps to ensure that they comply with the Privacy Act.

# GFA Contingent Liability Policy

Version 201701

---

Our Privacy Policy contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by telephone 1300 475 092 email ([privacy@agileunderwriting.com](mailto:privacy@agileunderwriting.com)) or by visiting our website ([www.agileunderwriting.com](http://www.agileunderwriting.com)).

By providing us with your personal information, you consent to its collection and use as outlined above and in our Privacy Policy.

## Complaints and Dispute Resolution

Agile Underwriting Services Pty Limited and certain underwriters at Lloyds's take the concerns of its customers very seriously. Agile has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on 1300 475 092 or [complaints@agileunderwriting.com](mailto:complaints@agileunderwriting.com). To assist Agile with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute.

## General Insurance Code of Practice

The General Insurance Code of Practice was developed by the Insurance Council of Australia to raise the standards of practice and service in the general insurance industry in Australia.

Underwriters at Lloyd's and at Agile are very proud and fully support the standards as set out in the General Insurance Code of Practice.

A copy of the General Insurance Code of Practice is available by contacting Agile Underwriting Services or is available for download from: [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## Claims Notifications

The policyholder and/or any insured must notify us in writing of any claim which may trigger this policy as soon as is reasonably practicable after they first become aware of the incident within the insurance period.

The written notice should include, so far as is reasonably practicable and so far as the relevant insured is aware:

- a) the identity of the claimant if relevant;
- b) an outline of the factual matrix; and

# GFA Contingent Liability Policy

Version 201701

---

c) an estimate of the likely quantum of any loss.

The notice must be delivered by email to [aviationclaims@agileunderwriting.com.au](mailto:aviationclaims@agileunderwriting.com.au)

Any written notice will be considered effective from the date such notice is first received by us.

## Definitions

**Accident** means any one accident or series of accidents arising out of one event.

**Aircraft** shall be held to mean glider(s), sailplane(s) and/or powered sailplanes and shall include (but not by way of limitation) the aircraft, equipment, instruments, oxygen, radio, including such components whilst detached from the aircraft, provided that similar parts have not been replaced in the aircraft.

**Australia** means continental Australia and extending 100 km into territorial waters, external territories (excluding Australian Antarctic Territory, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories).

**Bodily Injury** means bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unless accompanied by and directly caused by, physical injury.

**Compensatory Damages** does not include punitive, exemplary or aggravated damages.

**In Flight** means from the time commencing with the actual take off run of the aircraft and continuing thereafter until the aircraft has completed its landing run.

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

**New Zealand** means continental New Zealand and extending 100kms into territorial waters.

**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.

## POLICY SCHEDULE

**Policy No:** 101B 0029917D

**Insured:**

The Gliding Federation of Australia Inc.

**Additional Insured:**

Affiliated Clubs of the Gliding Federation of Australia, authorised officers and/or individual Instructors, Airworthiness Inspectors, Tug Pilots, Airworthiness Inspectors including Ground Crew/Staff, Sporting Coaches and any Owner/Operator of the aircraft used directly in relation to Certification and/or Flying Instruction or activities of Instructors/Inspectors, for their respective rights and interests.

World Glide Pty Ltd for their respective rights and interests..

**Period of Insurance:**

From 4pm 30<sup>th</sup> April 2017 to 4pm 30<sup>th</sup> April 2018 local standard time.

**Limit of Indemnity:**

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

**Geographical Limits:**

Australia & New Zealand.

**Deductible:**

AUD 2,500 each and every loss in respect of Property Damage claims.

**Premium:**

As agreed.

**Signed:**



AGILE UNDERWRITING SERVICES Pty Ltd  
ABN 48 607 908 243 · AFSL 483374

## Section 1: Coverage

### Insuring Clause

The Insurers agrees, subject to the Limit of Liability shown in the Schedule, to indemnify the Insured for all sums which the Insured shall become legally liable to pay in respect of :-

- a) bodily injury at any time resulting therefrom, (hereinafter referred to as “Bodily Injury”) and /or
- b) loss of or damage to property including loss of use thereof (hereinafter referred to as “Property Damage”)

caused by an Occurrence resulting in an Accident involving Sailplanes and/or Gliders and/or Motor Gliders and/or Glider Tugs and arising out of any and all activities and/or responsibilities of the Insured regarding Airworthiness Certification and/or Flying Instruction and/or other activities of the Insured’s Instructors, Sporting Coaches, Inspectors and/or Glider Tug Pilots whilst on duty including whilst flying in any aircraft mentioned above.

Cover afforded to Inspectors is extended only for work on and/or certification of aircraft (excluding their own) whilst working as employees of the Insured, or on a voluntary, or purely cost recovery basis only.

GFA inspectors who are not employees of the Insured (including Approved Maintenance Organisations) who are engaged in airworthiness activities for hire and/or reward are not covered.

### Conditions applicable to this Section

The Insurers will in addition pay costs and expenses incurred with the consent of the Insurers in defence of any claim made against the Insured provided that in the event of the Insurers requiring any claim to be contested;

- a) if the claim be successfully resisted by the Insured, the Insurers will pay all costs, charges and expenses incurred in connection therewith up to but not exceeding the Limit of Liability under this Insurance;
- b) if payments in excess of the Limit of Liability under this Insurance have to be made to dispose of a claim the Insurers liability for such costs and expenses shall be such proportion thereof as the Limit of Liability under this Insurance in respect of that claim bears to the amount paid to dispose of that claim.

## Section 2 – Exclusions

This Insurance Policy does not cover:

- a) Liability in respect of bodily injury at any time resulting therefrom, to any person under a contract of service or apprenticeship with the Insured if such liability arises out of or in the course of his employment by the Insured.
- b) Liability in respect of loss or damage to property owned or occupied by or in the care, custody or control of the Insured. This Exclusion (b) shall not apply to loss of or damage to aircraft mentioned above which are placed in the care, custody or control of the Insured in connection with Airworthiness certification, or airworthiness training schools or whilst flown by the Insured's Instructors and/or Inspectors whilst on duty.
- c) Liability for claims arising in connection with the use by or on behalf of the Insured of any motor vehicle in circumstances creating any obligation upon the Insured to insure by virtue of the Road Traffic Acts.
- d) Liability arising out of the ownership or use for the Insured's own purposes of any Sailplanes and/or Gliders and/or Motor Gliders and/or Glider Tugs except use directly related to the Instruction of Pilots and/or the Certification of Aircraft.
- e) Liability assumed by the Insured by Agreement under any Contract unless such liability would have attached to the Insured even in the absence of such Agreement.
- f) The cost of making good any faulty workmanship for which the Insured may be liable.
- g) Liability brought about or contributed to by any dishonest, criminal or malicious act or omission of the Insured.
- h) Any claim arising out of financial default or insolvency of any party.
- i) With respect to any provision in the Policy concerning any duty of the Insurers to investigate or defend claims, such provision shall not apply and the Insurers shall not be required to defend:
  - i) claims excluded by the Noise and Other Perils Exclusion Clause AVN46B included hereon, or
  - ii) a claim or claims covered by the Policy when combined with any claims excluded by the Noise and Other Perils Exclusion Clause AVN46B included hereon (referred to below as "Combined Claims").

# GFA Contingent Liability Policy

Version 201701

---

- j) In respect of any Combined Claims, the Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered in the Policy:
  - i) Damages awarded against the Insured; and
  - ii) Defence fees and expenses incurred by the Insured.
- k) This policy does not cover liability arising out of the provision of advice, the failure to advise or any breach of any professional duty owed by the Insured or by the Insured's employees, agents or contractors.

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

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

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

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

## **Nuclear Risks Exclusion Clause (AVN38B)**

- (a) This Policy does not cover
  - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (iii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

# GFA Contingent Liability Policy

Version 201701

---

(iv) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;

(v) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(b) It is understood and agreed that such radioactive material or other radioactive source in paragraph (a) (iv) and (v) above shall not include:

(i) depleted uranium and natural uranium in any form;

(ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(c) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

(i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or

(ii) any person or organisation is required to maintain financial protection pursuant to legislation in any country; or

(iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

(d) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (b) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

# GFA Contingent Liability Policy

Version 201701

<b>Emitter</b>	Maximum permissible level of non-fixed radioactive surface contamination			
<b>(IAEA Health and Safety Regulations)</b>	(Averaged over 300cm <sup>2</sup> )			
<b>Beta, gamma and low toxicity alpha emitters</b>	Not exceeding	4	Becquerels/cm <sup>2</sup> (10-4 microcuries/cm <sup>2</sup> )	
<b>All other emitters</b>	Not exceeding	0.4	Becquerels/cm <sup>2</sup> (10-5 microcuries/cm <sup>2</sup> )	

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

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

(a) This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:

- (i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
- (ii) pollution and contamination of any kind whatsoever,
- (iii) electrical and electromagnetic interference,
- (iv) interference with the use of property; unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

(b) With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend:

- (i) claims excluded by Paragraph (a), or
- (ii) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph (a) (referred to below as "Combined Claims").

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

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

(d) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

## **War, Hi-jacking and Other Perils Risks Exclusion Clause (AVN48B)**

This Policy does not cover claims caused by:

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- (b) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (c) Strikes, riots, civil commotions or labour disturbances;
- (d) any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- (e) Any malicious act or act of sabotage;
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority;
- (g) hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

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

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

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely

to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;

(b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

(c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time; and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

## Section 3 – Conditions

1. The owner and/or operator of any Aircraft mentioned above shall effect Aircraft Third Party/Passenger Legal Liability insurance for a minimum combined single limit of AUD1,000,000 anyone Occurrence.

2. The coverage provided hereby shall only apply in excess of any insurance accruing to the benefit of Gliding Federation of Australia Inc. and/or Affiliated Associations and/or Clubs and/or their individual Financial Members/Instructors/Inspectors or to the benefit of any Aircraft owner and/or operator.

3. The coverage hereby shall include the owner and/or operator of any aircraft mentioned above for uses directly related to Certification and Flying Instruction or another activities of the Insured's Instructors and/or Inspectors as an additional Insured hereon for the period of such use and only in respect of the Aircraft so used.

4. The Insured shall use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss hereon but no liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Insurers who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

5. Upon the happening of any Occurrence likely to give rise to a claim under this Insurance or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to the Insurers as soon as possible after same shall come to the knowledge of the Insured or the Insured's representative.

# GFA Contingent Liability Policy

Version 201701

---

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

7. The inclusion of additional Insureds under this Policy shall not preclude the right of recovery hereon by the Insured named in the Schedule in respect of claims made against them by such additional Insureds or the employees of such additional Insurers.

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

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

## Cancellation

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

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

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

If cancelled by the Insured a return premium shall be standard short term rates as follows:

## Short Term Premium Scale

Period Policy in Force:	Minimum Premium Payable:
Less than 31 days	33 1/3% of the annual premium
31 days or more and less than 61 days	60% of the annual premium
61 days or more and less than 91 days	75% of the annual premium
91 days or more and less than 120 days	85% of the annual premium
120 days or more	100% of the annual premium

12. If the Insured fails to comply with any terms, conditions, limitations or exclusions of this insurance, the Insurers may refuse to pay a claim but in any event the Insurers rights will be subject to the provisions of Section 54 of the Insurance Contracts Act 1984.

13. If the insured fails to comply with any provisions requiring notification of any act or omission, the Insurers may cancel this insurance in accordance with Sections 59 and 60 of the Insurance Contracts Act 1984.

# GFA Contingent Liability Policy

Version 201701

---

14. If the Insured fails to comply with the duty of disclosure or makes a misrepresentation to the Insurers before this Insurance was entered into and such failure was fraudulent or the misrepresentation was made fraudulently, then the Insurers may avoid this Insurance, but in any event the Insurers rights will be subject to Section 287 of the Insurance Contracts Act 1984.

15. A breach of any term, condition or exclusion of the Insurance by anyone Insured shall not affect the protection given hereunder to any other Insured always provided that such breach was made without the knowledge or consent of such other Insured.

## **Applicable law and jurisdiction**

16. This Policy does not cover 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.

17. 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.

## **Cross liability**

18. 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.

19. 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.

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

20. WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

- (a) to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");
- (b) to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

# GFA Contingent Liability Policy

Version 201701

---

- (i) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or
- (ii) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or
- (iii) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom. Provided that:

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

## Sanctions and Embargo Clause AVN111

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

21. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
22. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
23. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in

# GFA Contingent Liability Policy

Version 201701

---

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.

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

24. The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

## **Premium Payment Clause**

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

30-04-17	As agreed
30-07-17	As agreed
30-10-17	As agreed
30-01-18	As agreed

In the event of a claim hereunder which exceeds the instalments of premium paid on this Policy, the instalments of premium then outstanding shall become payable forthwith.

## **Special Professional Indemnity Clause**

26. Subject to a limit of \$5,000,000 any one Occurrence and in the aggregate it is agreed that Special Exclusion (k) does not apply to Airworthiness Inspectors, CAR35 Inspectors and Sporting Coaches whilst performing their duties for the Gliding Federation of Australia.

27. At all times this clause will act in excess of any indemnity provided to Airworthiness Inspectors or CAR35 Inspectors by the Insurances arranged by the Civil Aviation Safety Authority.

## Two Way Cross Liability

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

## Co-Insurance Clause

29. 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.

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

31. 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.

32. 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


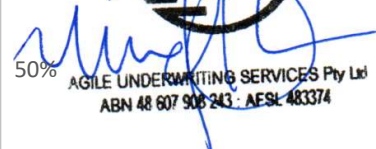

33. Each coinsurer shall retain the right to determine liability in respect of any claim to the extent of their individual Subscriptions.

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

# GFA Contingent Liability Policy

Version 201701

## The Schedule:

Signed:	
Agile Underwriting Services Pty Ltd on behalf of certain Underwriters at Lloyds.  (Lead Insurer)	50%  AGILE UNDERWRITING SERVICES Pty Ltd ABN 48 607 908 243 - AFSL 483374
Signed:	
QBE Insurance Australia Limited  (Coinsurer)	50%  For and on behalf of QBE INSURANCE (AUSTRALIA) LIMITED - Aviation ABN 78 003 191 036

## SEVERAL LIABILITY NOTICE

34. 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**