

**Agile Aviation Underwriting Services** 

Agile Underwriting Services Pty Ltd ABN 48 607 908 243 : AFSL 483374 Lvl 5, 63 York St SYDNEY NSW 2000 1300 475 092 **Coverholder at** 

LLOYD'S

# HANGAR KEEPERS INSURANCE - RENEWAL SCHEDULE

## **GENERAL INFORMATION**

Lloyds Agreeme	ent No:	PFDBA1803396				
Unique Market	Ref No:	B0868PFDBA1703396				
Policy Type:		Agile Underwriting - Hangarkeepers Liability Insurance Policy				
Policy No:		101B 0030018D	Currency:	AUD - Australian Dollars		
Effective Date:		30/04/2018				
Details:		Renewal business				
Inception Date:		30/04/2018	Expiry Date:	30/04/2019 @ 1600hrs LST		
Named Insured	:	The Gliding Federation of Australia Inc.				
Address:						
Additional Insured:		Nature of Interest:				
Refer attached	schedule fo	r list of Insured Clubs.				
World Glide Pty Ltd			f.t.r.r.&i.	f.t.r.r.&i.		
South Australia Gliding Association Inc. (SAGA)			i.r.o. ops at A	i.r.o. ops at Arkapena Airfield SA only		
AH & JI Smith Family Trust			i.r.o. ops at A	i.r.o. ops at Arkapena Airfield SA only		
Rawnsley Park Tourism Pty Ltd			i.r.o. ops at Arkapena Airfield SA only			
Broker:	Aviation Insurance Brokers of Australia Pty Ltd					

## **DETAILS OF COVERAGE:**

Location:	Gliding club locations as noted		
Nature of Business:	Gliding Club (includes gliding competitions)		
		Sum Insured:	Deductible:
Section 1 - Premises Liab	lity:		
any one accident or series of ac	cidents arising out of one occurrence	\$10,000,000	\$2,500 in respect of
Section 2 - Hangar Keepers Laibility any one aircraft in all any one accident/series of accidents arising out of one occurrence		\$500,000 \$500,000	\$2,500 in respect of property damage claims each and every claim, unless claim is
1	lity cidents arising out of one occurrence and all accidents occurring during any one	\$1,000,000	admitted under the GFA BBL policy.

## **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:
Date Recognition Limited Coverage Clause AVN2002	
2 Way Cross Liability LSW715	

Tenants Liability	
GFA Liability Endorsement	
Refuellers Liability	
Volunteer Workers Endorsement	
Airmeets Exclusion Deleted	
List of Insured Clubs	
Increased Limit Endoorsement	
Co-insurance Clause	50% Agile/50% QBE



SIGNED:

Friday, 15 June 2018

Authorised Signatory:

Date:



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# **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.

## 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.

#### **GFA LIABILITY ENDORSEMENT**

It is noted and agreed that the Indemnity provided to the Insured under this policy shall come into effect only after the insurance available to the insured via the Insured's membership of the Gliding Federation of Australia Inc, has been exhausted.

This endorsement does not absolve the Insured from their obligations under this policy.

#### **REFUELLER'S LIABILITY**

It is hereby noted and agreed that the Policy is extended to include the Insured's liability in respect of the refuelling of aircraft. It is further noted the General Exclusion 12. (a) (ii) is amended to read " pollution and contamination of any kind whatsoever except that which occurs as an Accident or incident and as a direct result of the refuelling operations of the Insured. Any pollution or contamination progressively occurring over a period of time is excluded."

## **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 reference to Airmeets.

#### **INSURED CLUBS**

It is noted and agreed that the following entities are included an Additional Insureds under this Policy, including the financial members of said clubs in addition to the owners/lessors of the property or land being used by the Insured in the course of the Insureds business

Adelaide Soaring Club Alice Springs Gliding Club Balaklava Gliding Club **Bathurst Soaring Club Bendigo Gliding Club Beverley Soaring Society Boonah Gliding Club Byron Gliding Club** Central Coast Soaring Club Inc Central Qld Gliding Club Darling Downs Soaring Club Gliding Club of Victoria Gliding Club of Western Australia Grampians Soaring Club **Gympie Gliding Club** Horsham Flying Club Hunter Valley Gliding Club **Kingaroy Soaring Club Inc** Lake Keepit Soaring Club Leeton Aviators Club Inc Mangalore Gliding Club Melbourne Gliding Club Millicent Gliding Club Murray Bridge Gliding Club Narrogin Gliding Club Inc Southern Tablelands Gliding Club Sunraysia Gliding Club Sydney Gliding Inc **Temora Gliding Club** The Soaring Club of Tasmania Waikerie Gliding Club Warwick Gliding Club Adelaide University Gliding ClubStonefield Aviation Association IncThe Barossa Valley Gliding Club Inc

## INCREASED LIMIT ENDORSEMENT

It is hereby noted and agreed the Section 1 sum insured is increased to \$20,000,000 any one accident or series of accidents arising out of one occurrence, in respect of the following clubs: Adelaide Soaring Club Sydney Gliding Inc Gympie Gliding Club Hunter Valley Gliding Club Lake Keepit Soaring Club Warwick Gliding Club

#### **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.

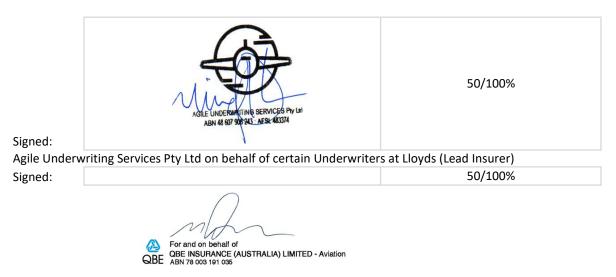
It is noted and agreed that following an event that may give rise to a claim the Lead Underwriter shall:

- (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:



**QBE Insurance Australia Limited** 

#### 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**