

BALLOON CERTIFICATE

**THE INSURED IS ASKED TO READ THIS CERTIFICATE AND, IF IT IS INCORRECT,
RETURN IT IMMEDIATELY FOR ALTERATION**

In all communications the Certificate Number appearing in line one of the Schedule should be quoted.

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number GBA00101617BM to the undersigned by Allianz Global Corporate & Specialty and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Security being 100% Allianz Global Corporate & Specialty

In witness whereof this Certificate has been signed.

A handwritten signature in blue ink that reads "Stephen Hill". The signature is written in a cursive style with a large initial 'S'.

Authorised Signature
Hill Aviation Insurance Services Limited

ALLIANZ GLOBAL CORPORATE & SPECIALTY SE HOT AIR/ HELIUM BALLOON/ AIRSHIP/ BLIMP CERTIFICATE WORDING

THE SAID INSURERS hereby agree, to the extent and in the manner hereinafter provided, to indemnify the Insured against loss or damage sustained (or liability in respect of accidents occurring) during the period stated in the Schedule.

PROVIDED ALWAYS THAT this Certificate insures in respect ONLY of such of the Sections as are so specified in the Schedule.

SECTION I - LOSS OF/OR DAMAGE TO THE BALLOON INCLUDING EQUIPMENT AND/OR INSTRUMENTS

The Insurers will at their option pay for, replace, repair or make good direct physical loss of or any damage to the Balloon including Equipment and/or Instruments described in the Schedule arising from the risks covered - not exceeding the Insured Value as specified in the Schedule. Including whilst being transported by any means of conveyance (but excluding transoceanic marine transportation).

The deductible stated in the Schedule shall first be borne by the Insured in respect of each and every loss, including total loss, or loss by fire, lightning, explosion or theft.

Special Conditions applicable to Section I

The Insurers, with respect to such insurance as is afforded by this Certificate, shall pay the cost of salvaging the Balloon and shall pay any salvage charges for which the Insured becomes legally liable.

In addition the Insurers shall pay the reasonable cost of removing the Balloon from the scene of any accident to the nearest repairers and for redelivery to the Insured, at the location where the Balloon is normally housed.

No dismantling or repairs shall be commenced without the consent of Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority.

In the event of loss whether or not covered by this Certificate the amount of insurance in respect of any Balloon shall be reduced as of the time and date of loss by the amount of such loss and such reduced value shall continue until repairs are commenced. The insurance shall then be increased by the value of the completed repairs until the amount of insurance is fully reinstated or the Certificate has expired.

If Insurers exercise their option to pay for or replace the Balloon -

- (i) Insurers may take the Balloon (together with all documents of record, registration and title thereto) as salvage;
- (ii) the cover afforded by this Section is terminated in respect of the Balloon even if the Balloon is retained by the Insured for valuable consideration or otherwise;
- (iii) the replacement Balloon shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.

Unless Insurers elect to take the Balloon as salvage the Balloon shall at all times remain the property of the Insured who shall have no right of abandonment to Insurers.

Special Exclusions applicable to Section I

Excluding loss or damage occasioned by wear and tear, gradual deterioration, electrical or mechanical breakage or breakdown, but including accidental loss or further damage resulting therefrom.

SECTION II - THIRD PARTY LIABILITY (EXCLUDING OCCUPANT LIABILITY)

The Insurers agree to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, excluding any Occupant of the Balloon, or because of damage to or destruction of property, caused by accident and arising out of the ownership, maintenance or use of the Balloon. The liability of the Insurers under this Section shall not exceed the limits stated in the Schedule.

The deductible stated in the Schedule shall first be borne by the Insured in respect of each and every accident.

SECTION III - LEGAL LIABILITY TO OCCUPANTS

The Insurers agree to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages

- (a) because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any Occupant, and/or
- (b) because of loss or of damage to property of any Occupant while such property is being carried in the Balloon or is being loaded thereinto or unloaded therefrom, not exceeding the amount shown in the Schedule.

Caused by an accident, and arising out of the ownership maintenance or use of the Balloon. The liability of the Insurers under this Section shall not exceed the limits stated in the Schedule.

The deductible stated in the Schedule shall first be borne by the Insured in respect of each and every accident.

Special Conditions applicable to Sections II and III

1. The Insurers agree that in the event of their requiring any claim to be contested by the Insured, they will pay all costs, charges and expenses in connection therewith subject nevertheless to the following conditions:-
 - (a) If the claim be successfully resisted by the Insured, the Insurers will pay all costs, charges and expenses in connection therewith up to but not exceeding the limits of liability under Sections II and III.
 - (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of the Insurers to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the limits of liability under Sections II and III bear to the amount paid to dispose of the claim.

The Insurers agree to reimburse the Insured for expenses, other than loss of earnings, incurred at the Insurers request.

The Insurers agree to pay the amounts incurred under this Special Condition, except settlements of claim and suits, in addition to the applicable limits of liability of this Certificate.

Special Exclusions applicable to Sections II and III

This Insurance does not apply:-

- (a) To bodily injury, sickness, disease or death 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 belonging to the Insured or in the care, custody or control of the Insured or held by the Insured under Hire Purchase Agreement, or property being carried in the Balloon or being loaded thereinto or unloaded therefrom, other than as provided for under Section III sub-paragraph (b) if applicable.

GENERAL EXCLUSIONS

1. This Certificate ceases to attach:-
 - (a) In flight while the Certificate of Airworthiness, if applicable, in respect of the Balloon is cancelled or suspended or invalidated, except in respect of test flying carried out for the purposes of obtaining the Certificate of Airworthiness or renewal or reinstatement thereof.
 - (b) On the Balloon in flight while carrying a number of persons or load in excess of any limitation with respect thereto prescribed by the appropriate International or Governmental regulations or civil instruction for aviation applicable to the Balloon.
 - (c) While the Balloon is being used for any purpose or being piloted by any person other than for the purposes and by the pilot or pilots described in the Schedule or while the Balloon is outside the geographical limits stated in the Schedule unless due to force majeure.
2. This Certificate does not cover any loss, damage, or liability which at the time of the happening of such loss or damage or liability is insured by or would, but for the existence of this Certificate be insured by any other Insurance or Insurances except in respect of any deductible beyond the amount which would have been payable under such other Insurance or Insurances had this insurance not been effected.
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.
4. This Certificate does not cover claims excluded by the attached Nuclear Risks Exclusion Clause.
5. This Certificate does not cover claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.
6. This Certificate does not cover claims excluded by the attached War, Hi-Jacking and Other Perils Exclusion Clause (Aviation).
7. This Certificate does not cover claims excluded by the attached Date Recognition Exclusion Clause.
8. This Certificate does not cover claims while the Balloon is being used for any illegal purpose or the number of persons (excluding pilot) being carried exceed the declared number of Occupants (excluding Pilot) stated in the Schedule.
9. Notwithstanding anything to the contrary shown in the Schedule of this Certificate the following uses are excluded.
 - (a) Night Flying except in respect of tethered Night Glows only
 - (b) Occupant carriage for Hire and/or Reward
 - (c) Carriage of External Loads
 - (d) Flights for the specific purpose of breaking records
 - (e) Instruction for Hire and/or Reward
 - (f) Intentional Flights over the Sea - sea is defined as the area beyond where Land Mass to Land Mass exceeds 5 miles
 - (g) Aerial Work – being if any kind of valuable consideration is made in respect of, or for the purpose of the flight, unless the flight is for the purpose of Occupant carriage for Hire and/or Reward or Charity

For the purposes of General Exclusion 9 (c), the following are not defined as external loads - banners and/or flight bag(s) and/or safety equipment.

It is understood and agreed that cost sharing is not included within the definition of valuable consideration and is permitted hereunder without the need to delete any exclusion relating to uses shown under General Exclusion 9.

10. This Certificate does not cover claims excluded by the attached Asbestos Exclusion Clause.

GENERAL CONDITIONS

1. The Insured shall duly observe the statutory orders, regulations and directions relating to air navigation for the time being in force.
2. 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 Insured's shall not exceed the limits of liability stated in this Certificate.
3. The Insurers may at any time upon reasonable notice to the Insured inspect the Balloon and for such purpose shall be entitled by their servants or agents to enter any place under the control of the Insured where the Balloon may be.
4. Claims Procedure

The Insured shall as soon as practical after the same shall have come to his knowledge:-

- (a) give notice to the Insurers in writing of the happening of any accident, loss or damage giving rise to or likely to give rise to a claim under this Certificate;
- (b) furnish to the Insurers full particulars in writing of such accident, loss or damage and produce to the Insurers all such log-books, estimates, vouchers, explanations and information as the Insurers shall reasonably require and verify the correctness thereof in such manner as the Insurers shall reasonably require;
- (c) give notice to the Insurers in writing of any claim by third parties in respect of such accident, loss or damage forwarding to the Insurers any original letters or documents relating thereto. The Insured shall not, except at his own 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 any such accident loss or damage use his utmost endeavours to obtain the names and addresses of witnesses and all parties concerned.

5. 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.
6. The Insured shall, at the expense of the Insurers, do and concur in doing and permit to be done all such acts and things 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 other parties to which the Insurers shall be or would become entitled and subrogated, upon their paying for or making good any loss or damage under this Certificate, whether such acts or things shall be or become necessary or required before or after his indemnification by the Insurers.
7. This Certificate shall be construed in accordance with English Law and if any dispute or difference shall arise between the Insured and Insurers in connection with this insurance, such difference or dispute shall be submitted to arbitration in London in accordance with the Statutory Provisions for Arbitration for the time being in force.
8. The Certificate may be cancelled at the request of the Insured by giving ten days notice in writing and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining the customary short term premium calculated in accordance with the following Earned Premium Scale:-

<i>Period on Risk</i>	<i>Earned Premium</i>	<i>Period on Risk</i>	<i>Earned Premium</i>
Up to 1 month	20% annual premium	Up to 6 months	70% annual premium
Up to 2 months	30% annual premium	Up to 7 months	75% annual premium
Up to 3 months	40% annual premium	Up to 8 months	80% annual premium
Up to 4 months	50% annual premium	Up to 9 months	85% annual premium
Up to 5 months	60% annual premium		

Periods in excess of 9 months shall be considered as fully earned.

This Certificate may also be cancelled by or on behalf of Insurers by ten days notice given in writing to the Insured at his last known address, and the premium hereon shall be adjusted on the basis of the Insurers receiving or retaining pro rata premium.

Notice shall be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed.

There will be no return of premium in the event of a claim being advised under this Certificate.

It is understood and agreed that notwithstanding the period of notice of cancellation shown above the period of notice of cancellation applicable to the Extended Coverage Endorsement (Balloon Hulls) AVN 51 and the Extended Coverage Endorsement (Aviation Liabilities) AVN 52E shall be seven days.

STANDARD CLAUSES

1. It is understood and agreed that the cover hereunder remains operative whilst the insured Balloon is being flown by a Civil Aviation Authority and/or British Balloon & Airship Club pilot for the purpose of a test flight and during any such test flight the Civil Aviation Authority Airworthiness Division and/or British Balloon and Airship Club are included as Joint Insured's in respect thereof.
2. It is understood and agreed that this Certificate is extended to indemnify the Insured in respect of Liability assumed by them under agreement with the Civil Aviation Authority and/or British Balloon & Airship Club in connection with the flying training by the Insured of employees of the Civil Aviation Authority and/or British Balloon & Airship Club and the Occupant Legal Liability Insurance coverage is extended to include Civil Aviation Authority employees whilst acting as Crew Members.
3. It is understood that the Insured(s) may wish to use, for civil aircraft purposes, Ministry of Defence (MOD) airfields and be required to enter into an agreement with the Crown incorporating certain conditions for the civil (flying) use of such airfields and to afford an indemnity to the Crown in the Form of INDEM3.81/Form4a.

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay and shall pay to the Crown under such an agreement as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by any Balloon insured under the Certificate or by any person or object falling therefrom.

The limit applicable to this Endorsement is the amount shown in the Schedule any one Accident and such limit shall not be in addition to nor in excess of any other limit of liability provided in the Certificate.

Additional Premium is the amount shown in the Schedule.

Unless the Certificate otherwise provides, the following exclusions shall apply:-

- (a) Nuclear Risks Exclusion Clause as attached;
- (b) War, Hi-jacking and Other Perils Exclusions Clause (Aviation) as attached;
- (c) Noise and Pollution and Other Perils Exclusion Clause as attached;
- (d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause as attached; and
- (e) Date Recognition Exclusion Clause as attached.
- (f) Asbestos Exclusion Clause as attached.

If Insurers are called upon to provide coverage to the Insured in compliance with INDEM3.81/Form4a including the defence and legal costs associated therewith and if by reason of the terms conditions limitations and exclusions of the Certificate such coverage would not have been provided except for this Endorsement then the Insured will reimburse Insurers for such payments made in providing coverage under INDEM3.81/Form4a.

Nothing in this Endorsement shall restrict the coverages otherwise provided under the Certificate.

4. Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Certificate includes cover for loss, damage and liability of the Insured as defined herein whilst the Balloon is used in a place and/or in a manner and/or by a person not permitted by this Certificate, provided such use was not authorised by the Insured and that the Insured takes reasonable precautions to prevent such unauthorised use. Nothing in this clause shall extend the Certificate to indemnify an unauthorised person in respect of any claims for which he may be liable.
5. It is agreed that the cover provided by this Certificate is extended to indemnify the Insured up to a limit of liability not exceeding the amount shown in the Schedule any one occurrence in respect of agreed Search and Rescue Costs and Expenses necessitated by a fortuitous occurrence during the currency of this Certificate to the Balloon mentioned in the Schedule.

The words "fortuitous occurrence" shall mean any occurrence which prevents the completion of a flight from point of origin to destination and involves either a forced landing or crash away from the premises of any recognised airfield and which necessitates searching for the Balloon or rescuing any persons involved in such forced landing or crash and returning them to the nearest point of public transportation or hospitalisation (if necessary).

It is a condition of this extension that for such Search and/or Rescue operations the Insured will use their own equipment whenever possible and such equipment shall be charged for at actual cost of operation.

It is agreed that the Insured shall bear a contribution of the agreed costs and expenses recoverable hereunder not exceeding the amount shown in the Schedule.

This extension does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this insurance by any other existing policy or policies except in respect of any deductible beyond the amount which would have been payable had this insurance not been effected.

This insurance does not cover Salvage and Rescue Costs and expenses which are recoverable under Section I hereof. In case of payment of loss under this extension, Insurers shall be subrogated to all rights which the Insured may have against any person, partnership, organisation or other entity to the extent of any payment made by Insurers under this extension and the Insured shall execute all papers required to secure the Insurers such rights.

6. The inclusion of Additional Insured's under this Certificate shall not preclude the right to recovery hereon by the Original Insured in respect of claims made against them by such Additional Insured's or the employees of such Additional Insured's. Where the coverage provided by the Certificate is also provided by other policy or policies, then this Certificate 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.
7. In the event of coverage being granted in respect of Trailers, Liability of Trailers (excluding liability compulsorily insurable under the Road Traffic Act or similar legislation) is included in Third Party limit.
8. Coverage hereunder is also extended to cover those persons who would be designated as an "Occupant" during flight (excluding crew) whilst they are assisting in the process of un-packing/ preparation of the balloon prior to flight and the process of repacking the balloon after flight.
9. It is understood and agreed that the cover hereunder remains operative whilst the insured Balloon is being flown by the pilot or pilots described in the Schedule for the purpose of any check-out flight (including Solo) in the course of the Pilot obtaining or revalidating their flying licence subject to the flight conforming with any applicable regulations.
10. Regulation -
Insurers are regulated by the Financial Conduct Authority ('the FCA'). Their address is:
The Financial Conduct Authority
25 The North Colonnade
Canary Wharf
London
E14 5HS
Telephone 020 7066 1000
www.fca.org.uk
11. Where the Coverholder deals with the Insured through a Retail Agent, in respect of any claims referred by the Insured to the Coverholder, the Coverholder acts as Agent for the Insurer and not the Insured.
12. The Insurers agree that the limit of liability under Section III in respect of loss or of damage to property of any Occupant while such property is being carried in the Balloon or is being loaded thereinto or unloaded therefrom, not exceeding the amount shown in the Schedule, is extended to cover property of the Pilot.

SPECIAL EXTENSIONS

1. Subject to the terms, exceptions and conditions hereof, Sections II and III of this Certificate are extended to cover
 - (a) the legal liability of the pilot whilst flying or otherwise operating the Balloon
 - (b) the legal liability of the individual members of the Insured Balloon Club/Syndicate to each other.
2. Subject to Section II Third Party Liability being in place then coverage excluded by paragraph 1(a) of the Noise and Pollution and Other Perils Exclusion Clause is hereby re-instated. The level of indemnity provided by this extension depends on the balloon's maximum take-off mass (MTOM) and is limited to the minimum amount required to be covered under EC785/2004, as set out below:

MTOM less than 500 kg	SDR 750,000	MTOM 1,000 to 2,699 kg	SDR 3,000,000
MTOM 500 to 999 kg	SDR 1,500,000	MTOM 2,700 to 5,999 kg	SDR 7,000,000

As at 07 October 2017 a Special Drawing Right (SDR) was worth £0.93.

Cover under Section II Third Party Liability is therefore extended, subject to the above stated limits, to cover claims directly or indirectly occasioned by, happening through or in consequence of noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith.

DEFINITIONS

1. **“The Balloon”** shall mean the Balloon stated in the Schedule of this Certificate and be held to include (but not by way of limitation) equipment, instruments, oxygen, radio, including such components whilst detached from the Balloon, provided that similar parts have not been replaced in the Balloon.

If the insurance provided by the Certificate covers two or more Balloons the terms, conditions and exceptions, limitations and definitions of this Certificate shall apply separately to each Balloon.
2. **“Occupant”** wherever used in this Certificate shall be held to mean any person in, on, or boarding the Balloon for the purpose of riding therein, or alighting therefrom following a flight or attempted flight therein.
3. **“Insured”** wherever used in the Certificate includes not only the named Insured but also any employee of the named Insured while using or riding in the Balloon and (subject to prior advice to and agreement by the Insurers) any person or organisation legally responsible for its use, provided always that the actual use is with the permission of the named Insured.
4. **“Accident”** wherever used in this Certificate shall be held to mean an accident or series of accidents arising out of one event or occurrence.
5. **“Flight”** the Balloon shall be deemed to be in flight from the time the burner is first ignited at the commencement of inflation until such time as the Balloon is securely packed.
6. **“Valuable Consideration”** wherever used in this Certificate shall be held to mean remuneration of any kind including monetary rewards and/or the provision of goods and/or services.
7. **“Hire and/or Reward”** wherever used in this Certificate shall be held to mean any payment, consideration, gratuity, or benefit directly or indirectly charged, demanded, received, or collected by any person for the use of an aircraft.
8. **“Cost Sharing”** wherever used in this Certificate shall be held to mean if the only remuneration given or promised for the flight or for the purpose of the flight, is a contribution to the following –
 - a. The direct costs of the flight otherwise payable by the Pilot-in-Command
 - b. The annual costs paid relating to the ownership, maintenance or use of the Balloon

ATTACHMENT NUMBER ONE

Nuclear Risks Exclusion Clause

- (1) This Certificate does not cover:
- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from:
- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:
- (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This Certificate, 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 Certificate is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Certificate is, or had this Certificate 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 Certificate) 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 Certificate shall only apply to an incident happening during the period of this Certificate and where any claim by the Insured against the Underwriters or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
 - (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> (IAEA Health and Safety Regulations)	<u>Maximum permissible level of non-fixed radioactive surface contamination</u> (Averaged over 300 cm ²)
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 Underwriters giving seven days' notice of cancellation.

AVN 38B 22/07/96 (Amended)

ATTACHMENT NUMBER TWO

Noise and Pollution and Other Perils Exclusion Clause

1. This Certificate does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal Balloon operation.
2. With respect to any provision in the Certificate concerning any duty of Underwriters to investigate or defend claims, such provision shall not apply and Underwriters shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Certificate when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Underwriters shall (subject to proof of loss and the limits of the Certificate) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Certificate:
 - (i) damages awarded against the Insured and
 - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Certificate.

AVN 46B 01/10/96 (Amended)

Subject to there being cover provided under Section II of this policy, coverage excluded by paragraph 1(a) is re-instated as set out in Special Extension 2.

ATTACHMENT NUMBER THREE

War, Hi-Jacking and Other Perils Exclusion Clause (Aviation)

This Certificate 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 Balloon or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Balloon acting without the consent of the Insured.

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

AVN 48B 01/10/96 (Amended)

ATTACHMENT NUMBER FOUR

Date Recognition Exclusion Clause

This Certificate 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 Certificate concerning any duty of Underwriters to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A 14/03/01 (Amended)

ATTACHMENT NUMBER FIVE

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

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.

AVN 72 09/02/2000

ATTACHMENT NUMBER SIX

ASBESTOS EXCLUSION CLAUSE

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

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

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal Balloon operation.

Notwithstanding any other provisions of this Certificate, Underwriters 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 CERTIFICATE REMAIN UNCHANGED.

2488AGM00003 (Amended)

ATTACHMENT NUMBER SEVEN

Extended Coverage Endorsement (Balloons)

Notwithstanding the contents of the War, Hi-jacking and Other Perils Exclusion Clause forming part of this Certificate, IT IS HEREBY UNDERSTOOD AND AGREED that this Certificate is extended to cover claims caused by the following risks:-

- (i) Strikes, riots, civil commotions or labour disturbances;
- (ii) Any malicious act or act of sabotage;
- (iii) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Balloon or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Balloon acting without the consent of the Insured

PROVIDED ALWAYS THAT

1. The above extension shall only apply to the extent that the loss or damage is not otherwise excluded by (a), (b), (d) and (f) of the War, Hi-jacking and Other Perils Exclusion Clause.
2. The insurance provided by this endorsement may be cancelled by the Insurers giving notice effective on the expiry of seven days from midnight GMT on the day on which notice is issued.

AVN 51 01/10/96 (Amended)

ATTACHMENT NUMBER EIGHT

Extended Coverage Endorsement (Aviation Liabilities)

1. WHEREAS the Certificate of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Certificate are deleted SUBJECT TO all terms and conditions of this Endorsement.
2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B.

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of Balloon.

3. **LIMITATION OF LIABILITY**

The limit of Underwriters' liability in respect of the coverage provided by this Endorsement shall be as per the amount shown in the Schedule or the applicable Certificate limit whichever the lesser any one Accident and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full Certificate limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the Certificate, this sub-limit shall not apply to such Insured's liability:

- (a) to the Occupants (and for their baggage and personal effects) of any Balloon operator to whom the Certificate affords cover for liability to its Occupants arising out of its operation of Balloons;
- (b) for cargo and mail while it is on board the Balloon of any Balloon operator to whom the Certificate affords cover for liability for such cargo and mail arising out of its operation of Balloons.

4. **AUTOMATIC TERMINATION**

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) **All cover**
- upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America
- (ii) **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B**
- upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Balloon may be involved
- (iii) **All cover in respect of any of the Insured Balloon requisitioned for either title or use**
- upon such requisition

PROVIDED THAT if an Insured Balloon is in flight when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Balloon until completion of its first landing thereafter and any Occupants have disembarked.

5. **REVIEW AND CANCELLATION**

- (a) **Review of Premium and/or Geographical Limits (7 days)**
Underwriters may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.

(b) **Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 4 (ii) above, Underwriters may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/ or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

(c) **Cancellation (7 days)**

The cover provided by this Endorsement may be cancelled by either Underwriters or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.

(d) **Notices**

All notices referred to herein shall be in writing.

AVN 52E 12/12/01 (Amended)

ATTACHMENT NUMBER NINE

Date Recognition Limited Coverage Clause

WHEREAS the Certificate 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 Balloon defined in the Certificate Schedule (“Insured Balloon”);
- (2) to any sums which the Insured shall become legally liable to pay, and (if so required by the Certificate) shall pay (including costs awarded against the Insured) in respect of:
 - (a) accidental bodily injury, fatal or otherwise, to Occupants caused by an accident to an Insured Balloon; and/or
 - (b) loss of or damage to baggage and personal articles of Occupants, mail and cargo caused by an accident to an Insured Balloon; and/or
 - (c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Balloon 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 Certificate (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Certificate.
2. Nothing in this Endorsement shall provide any coverage:
 - (a) in respect of grounding of any Balloon; 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 Certificate.
3. The Insured agrees that it has an obligation to disclose in writing to the Underwriters during the Certificate period any material facts relating to the Date Recognition Conformity of the Insured’s operations, equipment and products.

AVN 2001A 21/03/01 (Amended)
(Applicable to Hull and Balloon Liability Coverage)

ATTACHMENT NUMBER TEN

EU Disclosure and Complaints Clause (UK)

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance contract shall be subject to English Law.

If you are unhappy with our service for any reason, or have any cause for complaint, you should contact initially your Broker.

In the event that you remain dissatisfied and wish to make a complaint, you may refer the matter to Insurers, without prejudice to your rights at law. Their address is:

The Complaints Officer
Allianz Head Office
60 Gracechurch Street
London
EC3V 0HR

If you remain dissatisfied you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). Your complaint must be referred to the Financial Ombudsman Service within 6 months of receiving a final response. Their address is:

The Financial Ombudsman Service
South Quay Plaza,
183 Marsh Wall,
London
E14 9SR
Telephone 020 964 1000
Fax 020 964 1001
complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

The FOS Ltd will handle most complaints which you may have concerning a contract of personal insurance. There are, however, a few instances in which the FOS Ltd is not empowered to consider complaints.

You may also contact the Customer Information Department of the Association of British Insurers (ABI). Their address is:
51 Gresham Street
London
EC2V 7HQ
Telephone 020 7600 3333.

If you contact the FOS or ABI in respect of any complaint, you will not affect any rights you have in law.

LSW 1002 (UK) (Amended)

ATTACHMENT NUMBER ELEVEN

Crown Indemnity Clause

Cover hereunder is extended to include indemnities and waivers of rights of recourse where required against the Crown and/or Local Authorities arising out of agreements entered into by the Insured during the currency of this Certificate, subject always to the terms, limitations, conditions and exclusions of the Certificate.

ATTACHMENT NUMBER TWELVE

Sanctions and Embargo Clause

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

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given.
In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN 111 01/10/10

ATTACHMENT NUMBER THIRTEEN

Vehicle Airside Liability Extension Endorsement

Section II of this Certificate (Third Party Liability (excluding Occupant Liability)) is extended to Indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) up to GBP 500,000 any one Accident for:

Accidental bodily injury or damage to property caused by the fault or negligence of the Insured, any of his employees or representatives or any Pilot or Pilots described in the Schedule whilst engaged in the operation of vehicles whilst airside in connection with the operation of the Balloon Insured hereon.

Subject to all drivers holding a current licence to drive such vehicle.

This extension is subject to the following additional exclusions:

1. Loss of or damage to property owned, rented, leased or occupied by, or whilst in the care, custody or control of the Insured or any servant of the Insured.
2. Bodily injury or damage to property caused by any mechanically propelled vehicle which the Insured may cause or permit any other person to use 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 the vehicle is on any public highway.
3. Liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any Workman's compensation, unemployment compensation or disability benefits law or any similar law.

This Extension of coverage is subject to a Deductible of GBP 250 each and every loss.

Subject always to the Certificate Terms, Conditions, Limitations and Exclusions.

PILOT IN COMMAND PERSONAL ACCIDENT INSURANCE

We the underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if the Pilot in Command sustains Bodily Injury (as defined below) during the period of insurance whilst flying a Balloon insured hereunder, we will pay to the Pilot, or their Executors or Administrators according to the Schedule of Compensation the Capital Sum Insured of £10,000.

Provided Always That:

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident to any one Pilot.
2. The total sum payable under this insurance in respect of any one or more Accidents to any one Pilot shall not exceed the Capital Sum Insured of £10,000.
3. Compensation shall only be payable under items of the Schedule of Compensation if:
 - (a) Under Item 1, death occurs within twelve months of the date of the Accident.
 - (b) Under Items 2 and 3, loss occurs within twelve months of the date of the Accident.
 - (c) Under Item 4, the Pilot becomes totally disabled within twelve months of the date of such Accident, and such disablement lasts for twelve months.

Definitions – within this personal accident insurance:

1. 'BODILY INJURY' means identifiable physical injury which:
 - (a) is caused by an Accident, and
 - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Pilot within twelve months of the date of the Accident.
2. 'ACCIDENT' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the period of insurance.
Accident shall also include:
 - (a) exposure resulting from mishap to the Balloon (insured hereon) which the Pilot is flying.
 - (b) disappearance – if the Pilot is not found within six months of disappearing, and sufficient evidence is produced satisfactory to the Insurers that leads them inevitably to the conclusion that the Pilot has sustained bodily injury and that such injury has caused the Pilot's death, the Insurer shall forthwith pay death benefit, where applicable, under the Endorsement, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurers if the Pilot is subsequently found to be living.
3. 'PERMANENT TOTAL DISABLEMENT' means disablement which entirely prevents the Pilot from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.
4. 'LOSS OF LIMB' means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
5. 'LOSS OF SIGHT' means loss of sight which is certified as being entire and irrecoverable by a licensed physician specialising in ophthalmology.
6. Words in the masculine gender shall include the feminine.

EXCLUSIONS APPLICABLE TO THIS PILOT IN COMMAND PERSONAL ACCIDENT INSURANCE

This Insurance does not cover personal accident claims directly or indirectly arising out of or consequent upon or contributed to by:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
2. radioactive contamination;
3. the Pilot engaging in or taking part in naval, military or air force service or operations;
4. suicide or attempted suicide or intentional self-injury or the Pilot being in a state of insanity.
5. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Pilot's own criminal act, or the Pilot being under the influence of alcohol or drugs.

CONDITIONS

1. If the consequences of an Accident shall be aggravated by any condition or physical disability of the Pilot which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequence of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
2. Notice must be given to the Underwriters as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of the Insurance, and the Pilot must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Pilot resulting or alleged to result from an Accident.

It is a condition precedent to Underwriters' liability to pay compensation to the Pilot or his representatives, that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Underwriters and that such medical adviser or advisers shall, for the purpose of reviewing this claim, be allowed so often as may be deemed necessary to make examination of the Pilot.

3. Any fraud, mis-statement or concealment by a Pilot if unknown to the Assured either in the information provided on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void in so far as it relates to the Pilot in question but any such fraud, mis-statement or concealment by or known to the Assured shall render the whole insurance null and void and all claims hereunder shall be forfeited.

SCHEDULE OF COMPENSATION

1. Death	£10,000
2. Total and irrecoverable loss of sight of one or both eyes	£10,000
3. Loss of one or more limbs	£10,000
4. Permanent Total Disablement	£10,000

NMA2318 (Amended) 22.09.1988