

## **AIRCRAFT 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 GBA00101618BW 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

# LONDON AIRCRAFT INSURANCE CERTIFICATE

**Headings and marginal captions are inserted for the purpose of convenient reference only and are not to be deemed part of this Certificate.**

**Certain words and phrases used in this Certificate have special meanings which can be found in Section IV(D) Definitions.**

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Certificate.

## SECTION I LOSS OF OR DAMAGE TO AIRCRAFT

### 1. Coverage

- (a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for fifteen days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part 2(5) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).
- (b) If the Aircraft is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part 2(5) of the Schedule.

### 2. Exclusions applicable to this Section only

The Insurers shall not be liable for

- (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit.
- (b) damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.  
HOWEVER accidental loss of or damage to the Aircraft consequent upon 2(a) or (b) above is covered under paragraph 1(a) above.

### 3. Conditions applicable to this Section only

- (a) If the Aircraft is damaged
  - (i) no dismantling or repairs shall be commenced without the consent of the 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;
  - (ii) the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured.
- (b) If the Insurers exercise their option to pay for or replace the Aircraft
  - (i) the Insurers may take the Aircraft (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 Aircraft even if the Aircraft is retained by the Insured for valuable consideration or otherwise;
  - (iii) the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.
- (c) There shall be deducted from the claim under paragraph 1(a) of this the Section
  - (i) the amount specified in Part 6(B) of the Schedule and
  - (ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.

**Nevertheless in the event of an Accident arising hereon involving the application of more than one deductible then the highest deductible shall be applied as an aggregate deductible for all losses arising out of that accident.**

- (d) Unless the Insurers elect to take the Aircraft as salvage the Aircraft shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.
- (e) **No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.**

See also Section IV

**SECTION II LEGAL LIABILITY TO THIRD PARTIES  
(OTHER THAN PASSENGERS)**

**1. Coverage**

The Insurers will 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) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.

**2. Exclusions applicable to this Section only**

The Insurers shall not be liable for

- (a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured
- (b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;
- (c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;
- (d) loss of or damage to any property belonging to or in the care, custody or control of the Insured;
- (e) claims excluded by the attached Noise and Pollution and Other Perils Pollution and Exclusion Clause.

**3. Limit of Indemnity applicable to this Section**

The liability of the Insurers under this Section shall not exceed the amount stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

**See also Section IV**

## SECTION III LEGAL LIABILITY TO PASSENGERS

### 1. Coverage

The Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of

- (a) accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft and
- (b) loss of or damage to baggage and personal articles of passengers arising out of an Accident to the Aircraft.

#### **Provided always that**

- (i) before a passenger boards the Aircraft the Insured shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law;
- (ii) if the measures referred to in proviso (i) above include the issue of a passenger ticket/baggage check, the same shall be delivered correctly completed to the passenger a reasonable time before the passenger boards the Aircraft.

**In the event of failure to comply with proviso (i) or (ii) the liability of the Insurers under this Section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with.**

### 2. Exclusions applicable to this Section

The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any

- (a) director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;
- (b) member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft.

### 3. Limits of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

**See also Section IV**

**SECTION IV**  
**(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS**

This Certificate does not apply:-

1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in Part 3 of the Schedule and as defined in the Definitions.
2. Whilst the Aircraft is outside the geographical limits stated in Part 5 of the Schedule unless due to force majeure.
3. Whilst the Aircraft is being piloted by any person other than as stated in Part 4 of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.
4. Whilst the Aircraft is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the Aircraft except as a result of force majeure.
5. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.
6. Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in Part 2(4) of the Schedule.
7. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Certificate not been effected.
8. To claims excluded by the attached Nuclear Risks Exclusion Clause.
9. To claims excluded by the attached War, Hi-Jacking and Other Perils Exclusion Clause (Aviation).

**(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS**

**It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Certificate.**

1. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.
2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft and shall ensure that
  - (a) the Aircraft is airworthy at the commencement of each Flight;
  - (b) all Log Books and other records in connection with the Aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their agents on request;
  - (c) the employees and agents of the Insured comply with such orders and requirements.
3. Immediate notice of any event likely to give rise to a claim under this Certificate shall be given as stated in Part 8 of the Schedule. In all cases the Insured shall
  - (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;
  - (b) give notice of any impending prosecution;
  - (c) render such further information and assistance as the Insurers may reasonably require;
  - (d) not act in any way to the detriment or prejudice of the interest of the Insurers.

**The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.**

**(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS**

1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim.
2. Upon an indemnity being given or a payment being made by the Insurers under this Certificate, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.
3. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.
4. This Certificate may be cancelled by either the Insurers or the Insured giving 30 days, other than any lesser period in respect of AVN52E, AVN38B and AVN51, notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Certificate. If cancelled by the Insured a return of premium shall be at the discretion of the Insurers. There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Certificate.
5. This Certificate shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.
6. This Certificate is not and the parties hereto expressly agree that it shall not be construed as a certificate of marine insurance.
7. This Certificate shall be construed in accordance with English Law and any dispute or difference between the Insured and the Insurers shall be submitted to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force.
8. When two or more Aircraft are insured hereunder the terms of this Certificate apply separately to each.
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 Certificate.
10. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Certificate shall become void and all claims hereunder shall be forfeited.

## (D) DEFINITIONS

1. "ACCIDENT" means any one accident or series of accidents arising out of one event.
2. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.
3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.
4. "OVERHAUL COST" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.
5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
6. "BUSINESS" means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
8. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured. Rental for any other purpose is NOT insured under this Certificate unless specifically declared to Insurers and the detail of such use(s) stated in Part 3 of the Schedule under SPECIAL RENTAL USES.  
  
Definitions 5, 6, 7 and 8 constitute Standard Uses and do not include instruction, aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated in Part 3 of the Schedule under SPECIAL USES.
9. "FLIGHT" means from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run.
10. "TAXYING" means movement of the Aircraft under its own power other than in Flight as defined above. Taxying shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
11. "MOORED" means, in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxying as defined above, and includes the risks of launching and hauling up.
12. "TRANSPORTATION" means whilst the Aircraft or part thereof is being moved by any means of conveyance.
13. "GROUND" means whilst the Aircraft is not in Flight or Taxying or Moored or in Transportation as defined above.



## **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 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 Certificate 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 Certificate, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

**AVN 48B 1.10.96 (amended)**

### **LIABILITY TO PILOTS AND CREW CLAUSE**

It is understood and agreed that notwithstanding any exclusion specifically relating to pilots and operational crew in the Section of this Certificate covering the liability of the Insured to passengers, such coverage shall extend to include the liability of the Insured to the pilots and operational crew of the insured Aircraft, but excluding liability required to be insured under the terms of any employers' liability or workman's compensation legislation or any similar legislation.

**AVN 73 9.2.01 (amended)**

### **EXTENDED COVERAGE ENDORSEMENT (AIRCRAFT HULLS)**

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 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

**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 1.10.96 (amended)**

## 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) it is hereby understood and agreed that 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 aircraft.

### 3 LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be the applicable Certificate limit any one Accident and in the annual aggregate and not in addition thereto.

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

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

### 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 Aircraft may be involved
- (iii) **All cover in respect of any of the Insured Aircraft requisitioned for either title or use**
  - upon such requisition

PROVIDED THAT if an Insured Aircraft is in the air 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 Aircraft until completion of its first landing thereafter and any passengers have disembarked.

### 5 REVIEW AND CANCELLATION

- (a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers 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, Insurers 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 Insurers 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)

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

## **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 Insurers to investigate or defend claims shall not apply to any claims so excluded.

### **AVN 2000A 14.03.01 (amended)**

## **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 aircraft defined in the Certificate Schedule (“Insured Aircraft”);
- (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 passengers caused by an accident to an Insured Aircraft; and/or
  - (b) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or
  - (c) 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 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 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 Certificate.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Certificate period any material facts relating to the Date Recognition Conformity of the Insured’s operations, equipment and products.

### **AVN 2001A 21.3.01 (amended)**

## **SUPPLEMENTARY PAYMENTS CLAUSE**

It is understood and agreed that in respect of Aircraft with hull cover hereunder this Certificate is extended to cover as more fully set forth under those paragraph(s) identified below. It is expressly understood that no cover is provided under those paragraphs of this Clause which have not been identified below.

The Insurers agree to indemnify the Insured for

- (a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing;
- (b) any reasonable expenses incurred for the purpose of runway foaming and foaming of aircraft to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;
- (c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;
- (d) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an Accident involving an Aircraft insured hereunder.

Coverage is provided under paragraphs a), b), c) and d) above.

Provided always that Insurers' liability shall not exceed £20,000 in the aggregate over all paragraphs insured.

**AVN 76 9.2.01 (amended)**

## **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 aircraft operation.

Notwithstanding any other provisions of this Certificate, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

**ALL OTHER TERMS AND CONDITIONS OF THE CERTIFICATE REMAIN UNCHANGED**

**2488AGM00003 (amended)**

## **UNAUTHORISED USE CLAUSE**

No claim under this Certificate shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Certificate provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorisation given by the Insured.

**AVN 77 9.2.01 (amended)**

## **UNLICENSED LANDING GROUND SUITABILITY CLAUSE**

It is understood and agreed that the landing and taking off of the insured Aircraft by day on landing grounds other than licensed airfields are covered under this Certificate.

Provided always that

- (a) the Insured and/or the pilot conducting the flight has obtained the permission of the owner or tenant of the land,
- (b) the Insured and/or the pilot conducting the flight has ascertained the suitability of the landing ground and has enquired from the landowner/tenant or from their authorised representative the condition of the landing ground at the expected time of arrival,
- (c) the pilot conducting the flight has surveyed the landing ground by flypast or overflight immediately prior to landing.

In the event of a claim being made under this Certificate in respect of an Accident occurring during the use of such landing ground the onus of proving that (a) (b) and (c) above had been complied with shall rest entirely on the Insured.

**AVN 23A 4.2.02 (amended)**

## **OUT OF NOTIFIED HOURS CLAUSE**

The coverage provided by this Certificate shall not be invalidated as a result of the use, by the Insured, of certain airfields and/or airports out of the notified hours, subject to prior permission having been granted by the appropriate owner and/or operator of such airfield and/or airport.

**AVN 81 9.2.01 (amended)**

## **MEDICAL AND RELATED EXPENSES INCLUSION CLAUSE**

It is understood and agreed that this Certificate is extended to pay all reasonable expenses incurred within one year from the date of accident for necessary medical, surgical, ambulance, hospital, professional nursing, repatriation and funeral expenses to or for each person who sustains bodily injury, sickness or disease, caused by accident whilst in, entering or alighting from the Aircraft if the Aircraft is being used by the Insured or with his permission.

As soon as practicable, the injured person or someone on his behalf shall give to the Insurers or any of their representatives written proof of claim, under oath if required, and shall, after each request from the Insurers, execute authorisation to enable the Insurers to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Insurers when and as often as the Insurers may reasonably require.

The insurance afforded by this coverage shall be subject to a Certificate limit of £10,000 per person and shall be excess insurance over any other valid and collectible insurance applicable thereto.

The coverage afforded by this Clause extends to the pilot(s) and operational crew of the Aircraft.

**AVN 80 9.2.01 (amended)**

## **CIVIL AVIATION AUTHORITY SAFETY REGULATION GROUP CLAUSE**

It is noted and agreed that the cover hereunder remains operative whilst the insured aircraft is being flown by any Civil Aviation Authority (or its local equivalent) approved pilot for the purpose of a test flight and during any such test flight the Civil Aviation Authority Safety Regulation Group (or its local equivalent) are included as Joint Insured's in respect thereof.

Nevertheless, notwithstanding the inclusion hereon of more than one Insured the total liability of the Underwriters in respect of any or all Insured's shall not exceed the limits of liability stated in this Certificate.

**07/94 LSW708A (amended)**

## **SANCTIONS AND EMBARGO CLAUSE**

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

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Certificate 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 Certificate, 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 Certificate 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 Certificate in accordance with the laws and regulations applicable to the Certificate 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 Certificate 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 Certificate 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 (amended)**

### **AGREED VALUE CLAUSE**

It is hereby understood and agreed that in consideration of the insured Aircraft being covered on an Agreed Value basis all reference herein to replacement shall be deemed to be deleted but only in respect of claims adjusted on the basis of a total loss.

In respect of claims adjusted on the basis of a total loss Insurers shall pay to the Insured the Agreed Value of the Aircraft as stated in the Certificate Schedule less any applicable deductible. Insurers may, at their discretion, take the salvage of such Aircraft, together with all appropriate documents appertaining thereto, but in no event shall there be any abandonment to Insurers.

The foregoing provision shall not apply to claims arising in respect of partial loss or damage where Insurers shall retain the right to repair, replace or make good as they deem expedient.

**AVN 61 1.10.96 (amended)**

### **GERMAN AND DANISH INDEMNITIES**

The Insurers agree to extend the cover provided by Section II of this Certificate to include any increased statutory limit required in accordance with German aviation insurance law and The Danish Act.

### **BETTERMENT**

Notwithstanding anything contained herein to the contrary it is understood and agreed that limits of Insurers' liability is amended to allow for the recovery of expired time-life on engines and/or components in respect of any Aircraft covered hereunder up to a maximum limit of 10% of that Aircraft's Amount Insured each Accident and in the aggregate.

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

## **ADDITIONS AND DELETIONS**

*(Combined)*

1. The insurance afforded by this Certificate is automatically extended to include at pro rata additional premium further Aircraft added during the currency of this Certificate provided such Aircraft are owned or operated by the Insured and are of the same type and value as Aircraft already covered hereunder and of no greater seating capacity.
2. The inclusion of additional Aircraft of other types or different values or greater seating capacity shall be subject to special agreement and rating by Insurers prior to attachment.
3. Under the Aircraft loss or physical damage Section of this Certificate Aircraft which have been sold or disposed of shall be deleted from this Certificate and the Insured shall be entitled to pro rata return of premium provided no claim has arisen and become payable in respect of such Aircraft under the Aircraft loss or physical damage Section of this Certificate and that this Certificate is not cancelled by virtue of such deletion.
4. Under the liability Section(s) of this Certificate Aircraft which have been sold or disposed of shall be deleted from this Certificate and the Insured shall be entitled to pro rata return of premium.

Provided always that

- (i) Notwithstanding the foregoing provisions for additions and deletions the premium in respect of each separate period of Flight risk insurance on any Aircraft covered during the currency of this Certificate shall in no case be less than fifteen days' pro rata premium.
- (ii) In the event of a claim arising in respect of any Aircraft added hereto being settled on a total loss basis the full twelve months' Aircraft loss or physical damage premium shall be paid hereunder in respect of such Aircraft.
- (iii) Notice of the addition or deletion of any Aircraft under the provisions of Paragraphs 1, 3 and 4 respectively shall be given to the Insurers or their representatives in writing within ten days of attachment or deletion.

### **AVN 19A 18.3.02 (amended)**

#### **PILOT INDEMNITY CLAUSE**

The Sections of this Certificate covering bodily injury liability, including to passengers, and property damage liability are extended to cover, as if he/she were the Insured, any pilot authorised by the Insured under the terms of the Certificate in respect of injury or damage arising out of the operation of the Aircraft described in the Schedule to the Certificate, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Certificate had liability been incurred by the Insured.

Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said pilot
  - (a) shall as though he/she were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions contained in the Certificate, and
  - (b) is not entitled to indemnity under any other policy.
2. There shall be no indemnity under this Clause in respect of claims made against the pilot by the Insured and/or with respect to the Aircraft described in the Schedule to the Certificate.

### **AVN 74 9.2.01 (amended)**



## **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 aircraft operation.
2. With respect to any provision in the Certificate concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
  - (a) claims excluded by 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, Insurers 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 1.10.96 (amended)**

## **VEHICLE AIRSIDE LIABILITY EXTENSION**

Section II of this Certificate (Legal Liability to Third Parties) is extended to Indemnify the drivers of vehicles for all sums which they shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against them) up to £500,000 any one Accident for:

Accidental bodily injury or damage to property caused by their fault or negligence whilst engaged in the operation of vehicles whilst airside and whilst such vehicles are used in connection with the operation of the Aircraft 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 workmans' compensation, unemployment compensation or disability benefits law or any similar law.
- This Extension of coverage is subject to a Deductible of £250 each and every loss.

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

## PERSONAL INJURY EXTENSION

The insurance provided by this Certificate extends to indemnify the Insured for legal liability for damages awarded to any person arising out of one or more of the following offences committed during the Certificate period but only where such offences are committed in connection with that part of the Insured's aviation operations or interests for which other coverage is granted by the Certificate:

1. False arrest, restraint, detention or imprisonment.
2. Malicious prosecution.
3. Wrongful entry, eviction or other invasion of the right of private occupancy.
4. Inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
5. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.
6. Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services but only for or on behalf of the Insured in the provision of emergency medical relief.

The following additional exclusions shall apply to this extension:

- a. 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
- b. liability arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Insured
- c. liability arising out of offence 5 above
  - i. if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
  - ii. if such publication or utterance was made by or at the direction of the Insured with the knowledge of the false nature thereof
- d. liability directly or indirectly related to the past, present or potential employment of any person by the Insured.

The limit of liability applicable to this extension shall be the limit applicable to Section II or if combined Section II/III any one offence and in the aggregate during the Certificate period being within the overall Certificate limit and not in addition thereto and never more than USD25,000,000.

All other terms and conditions of this Certificate remain unchanged.

**AVN 60A 24.12.2004 (amended)**

### FLYING CLOTHING AND EFFECTS CLAUSE

This Certificate is extended to cover the Insured or any pilot described in the Schedule of the Certificate against loss or damage by theft or fire (or accidental damage if the Aircraft itself be damaged) in respect of flying clothing, maps, navigating equipment and instruments, headsets or similar equipment (not being fixtures in the Aircraft) and baggage (including contents) actually in or on the Aircraft being the property of the Insured or any pilot described in the Schedule to the Certificate, but excluding money, credit cards, securities, jewellery and furs of all kinds.

This extension is limited to a maximum indemnity of £2,500 each Accident.

Subject to a deductible of £150 each Accident.

**AVN 75 9.2.01 (amended)**

## **FORCED LANDING CLAUSE**

Insurers hereon agree that in the event of an insured Aircraft making a forced landing in any place where subsequent safe take-off is impracticable they will pay all reasonable costs, expenses or expenditure for the removal of the Aircraft to the nearest suitable take-off area provided always that Insurers' liability for such costs, expenses or expenditure, and for any loss of or damage to the Aircraft, shall not exceed the Agreed Value of the Aircraft.

## **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 9.2.2000**

## **CANCELLATION CLAUSE**

This Certificate may be cancelled by either the Insurers or the Insured giving 30 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Certificate. If cancelled by the Insured, it is at the discretion of Insurers to establish premium retained, however the following Earned Premium Scale will apply if a short-rate basis is adopted:-

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

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

There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Certificate.

Notwithstanding the foregoing, the terms and period of notice of cancellation within the Nuclear Risks Exclusion Clause AVN 38B (amended), the Extended Coverage Endorsement (Aircraft Hulls) AVN 51 (amended) and the Extended Coverage Endorsement (Aviation Liabilities) AVN 52E (amended) remain paramount.

## **TRESPASSERS COSTS CLAUSE**

The Insurers will settle reasonable claims for loss or damage to crops and / or other property, caused by trespassers and arising out of crash or forced landing by the Aircraft if such loss or damage is not recoverable from the trespassers. The limit of the Insurers Liability under this Clause shall not exceed £20,000 in all during the Period of Insurance.

## **CIVIL USE OF MOD AIRFIELDS ENDORSEMENT**

It is noted 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 Aircraft insured under the Certificate or by any person or object falling therefrom.

The limit applicable to this Endorsement is GBP7,500,000 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.

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

- (a) Nuclear Risks Exclusion Clause AVN 38B;
- (b) War, Hi-jacking and Other Perils Exclusions Clause (Aviation) AVN 48B;
- (c) Noise and Pollution and Other Perils Exclusion Clause AVN 46B;
- (d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN 72; and
- (e) Date Recognition Exclusion Clause AVN 2000A.

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.

**AVN 95 30.4.02 (amended)**

### **E.U. DISCLOSURE CLAUSE (UK):**

#### **NOTICE TO THE PROPOSER / INSURED**

The Parties are free to choose the law applicable to this Certificate. Unless specifically agreed to the contrary, this Certificate shall be subject to English Law.

Any enquiry or concern should be addressed in the first instance to the Insured's Broker. If the Insured remains dissatisfied and wishes to make a complaint the Insured may ask the Aviation Claims Manager Allianz Global Corporate & Specialty to review its case without prejudice to its rights in law.

The address is:

Aviation Claims Manager  
Allianz Global Corporate & Specialty  
60 Gracechurch Street  
London  
EC3V 0HR

Telephone: +44 20 3451 3000

Fax: +44 20 7283 7862

## EU CONTRACT CONTINUATION CLAUSE

Notwithstanding any cancellation provision in the Certificate.

1. In the event that a (Re)Insurer will no longer be permitted to (re)insure risks covered under this Certificate due to the withdrawal of the United Kingdom from the European Union, such (Re)Insurer (hereinafter referred to as “the Exiting (Re)Insurer”) will have the right to transfer its participation hereunder to another (re)insurer permitted to (re)insure risks covered under this Certificate (hereinafter referred to as “the Replacing (Re)Insurer”) provided:
  - (a) The Replacing (Re)Insurer is a member of the same corporate group as the Exiting (Re)Insurer.
  - (b) The Replacing (Re)Insurer accepts the participation of the Exiting (Re)Insurer on the same Certificate terms (including premium), conditions, limitations and exclusions.
  - (c) The Replacing (Re)Insurer has a security grading not less than that of the Exiting (Re)Insurer as issued by Standard & Poor’s Insurance Rating (a division of the McGraw-Hill Companies) or successor thereof or AM Best Company Inc. or successor thereof.
  - (d) Such transfer is completed at least 45 days prior to the date that the Exiting (Re)Insurer is no longer permitted to (re)insure risks covered under this Certificate. The transfer date and Replacing (Re)Insurer will be notified to the (Re)Insured via the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) within 10 days of such completion. The participation of the Exiting (Re)Insurer will transfer to the Replacing (Re)Insurer with effect from such transfer date.
2. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Certificate terms up to the transfer date. Any unearned premium to be returned by the Exiting (Re)Insurer will be transferred to the Replacing (Re)Insurer with the balance (if any) being payable by the (Re)Insured to the Replacing (Re)Insurer on the existing payment terms.

The Replacing (Re)Insurer will not invoke any delay in payment of the unearned premium by the Exiting (Re)Insurer to suspend or cancel the Certificate.

3. To the extent permitted, unless otherwise agreed:
  - (a) All claims payable by the Exiting (Re)Insurer will be handled by the Exiting (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation up to the transfer date and subject to Certificate terms, conditions, limitations and exclusions.
  - (b) All claims payable by the Replacing (Re)Insurer will be handled by the Replacing (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation on or after the transfer date and subject to Certificate terms, conditions, limitations and exclusions.
  - (c) All monies, other than claims, payable as between the Exiting (Re)Insurer and the Replacing (Re)Insurer under or by reason of this Certificate shall be payable in proportion to their participation effective up to or after the transfer date respectively.
4. In the absence of notification of such transfer to the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) 30 days prior to the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Certificate, the participation of the Exiting (Re)Insurer will be terminated with effect from the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Certificate. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Certificate terms up to the date of termination.

Appointed Broker/Intermediary: Hill Aviation Insurance Services Limited.

**AVN 121 16.06.17 (amended)**

## P1 SEAT 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 an Aircraft 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 Aircraft (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 P1 SEAT 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**

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