

# Aircraft Hull and Liability Insurance Policy



Coverholder at

**LLOYD'S**

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## About this Policy

THIS POLICY OF INSURANCE confirms that in return for payment of the Premium shown in the Schedule, certain Underwriters at Lloyd's have agreed to insure you, in accordance with the wording attached to this Policy.

You or your representative can obtain further details of the syndicate numbers and the proportions of this Insurance for which each of the Underwriters at Lloyd's is liable by requesting them from the Coverholder shown above. In the event of loss, each Underwriter (and their Executors and Administrators) is only liable for their own share of the loss.

In accepting this Insurance, the Underwriters have relied on the information and statements that you have provided on the Proposal Form (or Declaration) the date of which is stated in the Schedule. You should read this Policy carefully and if it is not correct contact the Coverholder. It is an important document and you should keep it in a safe place with all other papers relating to this Insurance.

In Australia, Lloyd's is proud to be a member of the Insurance Council of Australia. Lloyd's has adopted the General Insurance Code of Practice subject to certain specific qualifications. You can obtain a copy of the code at [www.codeofpractice.com.au](http://www.codeofpractice.com.au).

This Policy is Insurance Council of Australia's General Insurance Code of Practice compliant, apart from any claims adjusted outside Australia. Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry.

There are established procedures for dealing with complaints and disputes regarding your policy or claim. Policyholders may be able to take advantage of the complaints service.

## Complaints and Disputes Procedures

### Stage 1

Any enquiry or complaint relating to a Lloyd's policy or claim should be addressed to either your Lloyd's insurance intermediary ("the coverholder") or to the administrator handling your claim in the first instance – in most cases this will resolve your grievance.

They will respond to your complaint within 15 business days provided they have all necessary information and have completed any investigation required. Where further information, assessment or investigation is required, they will agree to reasonable alternative timeframes with you. You will also be kept informed of the progress of your complaint.

### Stage 2

In the unlikely event that this does not resolve the matter or you are not satisfied with the way your complaint has been dealt with, you should contact:

Lloyd's Australia Limited  
Suite 1603, Level 16, 1 Macquarie Place,  
SYDNEY NSW 2000  
Telephone: (02) 8298 0783  
Email: [ldraustralia@lloyds.com](mailto:ldraustralia@lloyds.com)

Following receipt of your complaint, you will be advised whether your matter will be handled by Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to you:

- Where your complaint is eligible for referral to the Australian Financial Complaints Authority (AFCA), your complaint will generally be reviewed by a person at Lloyd's Australia with appropriate authority to deal with your dispute.
- Where your complaint is not eligible for referral to AFCA, Lloyd's Australia will refer your complaint to the Lloyd's Complaints team in the UK if it falls within the jurisdiction of the UK Financial Ombudsman Service. They will review your complaint and liaise directly with you.
- For all other matters you will be advised of what other avenues may be available to you.

### **External Dispute Resolution**

If your complaint is not resolved in a manner satisfactory to you or we do not resolve your complaint within 45 calendar days of receiving it at Stage 1, you may refer the matter to AFCA as follows:

AFCA can be contacted by:

Post: GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

More information can be found on their website [www.afca.org.au](http://www.afca.org.au).

The Underwriters accepting this Insurance agree that:

- (i) if a dispute arises under this Insurance, this Insurance will be subject to Australian law and practice and the Underwriters will submit to the jurisdiction of any competent Court in the Commonwealth of Australia;
- (ii) any summons notice or process to be served upon the Underwriters may be served upon:

Lloyd's Underwriters' General Representative in Australia

Suite 1603, Level 16, 1 Macquarie Place,

SYDNEY NSW 2000

Telephone: (02) 8298 0700

Facsimile: (02) 8298 0788

who has authority to accept service and to appear on the Underwriters' behalf;

- (iii) if a suit is instituted against any of the Underwriters, all Underwriters participating in this Insurance will abide by the final decision of such Court or any competent Appellate Court.

This Policy is issued by the Coverholder shown above in accordance with the authority granted to them by certain Underwriters at Lloyd's under the Agreement referred to in the Schedule.

## Privacy collection statement

At Catalyst Aviation Insurance we are committed to protecting your privacy. We use the information you provide to arrange insurance and to assist with claims handling. We provide the information to insurers with whom we have bound cover or those that act on their behalf. We may also provide your information to insurers or intermediaries who we ask to quote for your insurances and to enable them to decide whether to offer you insurance and if so, on what terms.

We do not trade, rent or sell your information. We may disclose your information to recipients in the United Kingdom for the purpose of arranging the insurance or handling any claims. If a recipient is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to them.

## Your duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

## If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## Definitions

Certain words and phrases used in this Policy have special meanings which can be found in the Definitions below.

Standard Uses means use of Aircraft within Definitions 1 to 4 below other than for Special Uses or Special Rental Uses.

1. "Private Pleasure" means use of Aircraft for private and pleasure purposes but NOT for any business or professional purposes nor for hire or reward. Private Pleasure includes continuation training of permitted pilots as named in Item 7 of the Policy Schedule.
2. "Business" means the uses specified in Private Pleasure and use of Aircraft for business or professional purposes including use for the transportation of executives, employees, guests of the Insured and their accompanying baggage and cargo but NOT use for hire or reward.
3. "Commercial" means the uses specified in Business and use of Aircraft for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
4. "Rental" means rental, lease, charter or hire of Aircraft 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.

"Special Uses" means use of Aircraft for flight instruction (except continuation training as provided for in Definition 1), aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and other use involving abnormal hazard. No cover is provided unless details of such use(s) are declared to Insurers and specified in Item 6 (2) of the Policy Schedule.

"Special Rental Uses" means rental for any other purpose than stated in 4 above. No cover is provided unless details of such use(s) are declared to Insurers and specified in Item 6 (3) of the Policy Schedule.

5. "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. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
6. "Taxiing" means movement of the Aircraft under its own power other than in Flight. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.



7. "Moored" means while the Aircraft is afloat and made fast to its moorings, or is being launched or hauled up.
8. "Ground" means whilst the Aircraft is not in Flight or Taxiing or Moored.

The above definitions 5 to 8 constitute Risks Covered as specified in Item 6 of the Policy Schedule.

9. "Aircraft" means the aircraft specified in Item 3 of the Policy Schedule together with the engine(s) and standard instruments and equipment usually installed in or on the aircraft whilst:
  - (a) installed in or on the aircraft;
  - (b) temporarily detached from the aircraft;
  - (c) detached from the aircraft for replacement until the "commencement of the operation of fitting" the replacement item, at which time the replacement item shall be considered part of the aircraft.

"commencement of the operation of fitting" means from the moment the item ceases to be in contact with the ground or the trolley/stand on which it is located when the process of fitting it to the aircraft is commenced.

10. "Bodily Injury" means bodily injury, sickness or disease including death at any time resulting therefrom.
11. "Property Damage" means physical loss of or damage to or destruction of tangible property, including the resultant loss of use of such property.
12. "Occurrence" means an accident or a continued or repeated exposure to conditions occurring during the Period of Insurance, which results in Bodily Injury and/or Property Damage which is neither expected nor intended from the standpoint of the Insured. All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.
13. "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.
14. "Overhaul Life" means the amount of use, or operational and/or calendar time which, according to the aviation authority having relevant jurisdiction over the Aircraft, determines when overhaul or replacement of a Unit is required.
15. "Passenger" means persons who are not the pilot in command, including student pilots undergoing instructions, whilst entering, on board or alighting from the aircraft.

16. "Pilots" means the pilots stated in Item 7 of the Schedule and shall include qualified instructors as approved pilots for the continuation training or review of those pilots.
17. "Total Loss" means:
  - (a) Physical damage to the Aircraft where in the opinion of Insurers:
    - (i) the Aircraft is damaged to such an extent that it cannot be repaired; or
    - (ii) the cost of repairing the Aircraft is estimated to exceed its Agreed Value.
  - (b) The disappearance of the Aircraft if it cannot be located 15 days after:
    - (i) the commencement of Flight; or
    - (ii) the date of the theft report.
18. "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. An engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall constitute a single Unit.



# Section 1. Physical Loss of or Damage to Aircraft

## 1. Coverage

- (a) The Insurers will pay for physical loss of or damage to the Aircraft occurring during the Period of Insurance, and arising from the risks covered as specified in Item 6 of the Policy Schedule, but not exceeding the Agreed Value as specified in Item 3 (4) of the Policy Schedule less any applicable amount specified in Condition 4 (b) and (c) below.
- (b) In the event of an Aircraft making a forced landing, including as a result of force majeure, in any place where it is unable to take-off safely, Insurers will pay for all reasonable costs, expenses or expenditure for the removal of the Aircraft to the nearest suitable take-off area, even if no damage has been sustained, provided always that the Insurers' liability for such costs, expenses or expenditure, and for any loss of or damage to the Aircraft does not exceed the Agreed Value of the Aircraft as specified in Item 3 (4) of the Policy Schedule.
- (c) For any Aircraft covered for the risk of Flight, the Insurers will pay in addition any reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10% of the Agreed Value as specified in Item 3 (4) of the Policy Schedule.
- (d) Units, parts or components temporarily removed from the aircraft for repairs or maintenance or safekeeping, shall be covered unless replaced on the aircraft in which case the replacement Units, parts or components shall be covered under this Policy.

## 2. Additional Coverages Applicable to Section 1 only

### Airfreight of Parts

- (a) It is hereby understood and agreed that in the event of accidental loss of or damage to the Aircraft covered under Section I of the Policy, which exceeds the amount to be deducted stated in the Schedule, Insurers agree to pay for the air freighting of parts and materials necessary to repair the Aircraft.

This does not apply if the Aircraft is a total loss or a constructive total loss.

The limit of Insurers' liability is 10% of Aircraft Agreed Value any one accident.

### Flying and Ancillary Equipment

- (b) The Company will indemnify the Insured or any approved pilot under this Policy against loss or damage by theft or fire (or accidental damage if the Aircraft itself is damaged) in respect of
- (i) flying clothing, maps, navigating equipment and instruments, and equipment for piloting the Aircraft (not being fixtures in the Aircraft) actually in or on the Aircraft being the property of the Insured or any approved pilot under this Policy, but excluding property of a personal, domestic or household nature including money, securities, jewellery and furs of all kinds.
  - (ii) life jackets, life rafts, navigation equipment, tools and tie down kits, and survival beacons and the like.

Cover is limited to a maximum indemnity of \$10,000 subject to an excess of \$500 each and every loss.

The Insured is required to provide proof of loss and value to support any claim made for loss or damage to such equipment.

### Post Accident Additional Expenses

- (c) It is understood and agreed that in the event of the Aircraft described in the schedule sustaining damage in respect of which the Insured is entitled to indemnity under Section 1 of the policy, the Company will pay all reasonable expenses incurred for food, lodging and travel to enable the crew and/or passengers to either:
- (i) complete their journey to the intended final destination of the flight or,
  - (ii) return to the point of origin of the flight if the flight is discontinued.

Provided always that the Insurers liability shall not exceed \$5,000 in the aggregate in respect of any one accident.

### Supplementary Payments

- (d) Cover includes the following:
- (i) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;
  - (ii) any reasonable expenses incurred for the purpose of runway foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;

- (iii) 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;
- (iv) 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 (i) – (iv) above. Provided always that Insurers' liability shall not exceed 10% of Hull Sum Insured in the aggregate over all paragraphs insured.

### 3. Exclusions Applicable to this Section

This Section does not apply to:

- (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.

For a single recorded incident to be covered with respect to an engine Unit the damage must be of such severity that it requires the engine Unit to be immediately withdrawn from service upon first landing of the Aircraft to which it is attached.

HOWEVER physical loss of or damage to the Aircraft consequent upon 3 (a) or 3 (b) above is covered.

- (c) Theft of an Aircraft by an Insured or with their knowledge or consent.

### 4. Conditions Applicable to this Section

#### Dismantling, Transport and Repairs

- (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.

### Partial Loss

- (b) In the event that Insurers settle a claim other than on the basis of a Total Loss the Insurers will pay the cost of repairing the Aircraft less:
  - (i) any applicable Deductible specified in Item 5 of the Policy Schedule and/or
  - (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, for Rotor Wing and Turbine/Jet aircraft only.

### Total Loss

- (c) In the event that Insurers settle a claim on the basis of a Total Loss the Insurers will pay the Agreed Value of the Aircraft as specified in Item 4 (4) of the Policy Schedule less any applicable Deductible specified in Item 5 of the Policy Schedule for Rotor Wing aircraft only.

### No Abandonment

- (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.

### Salvage

- (e) If the Insurers settle a claim on the basis of a Total Loss, the Aircraft will no longer be insured hereunder, and the Insurers may take the Aircraft together with all documents of record, registration and title thereto as salvage.

### Theft of the Aircraft

- (f) In the event of theft of the Aircraft the Insured shall report details to the police immediately. If the Aircraft is found undamaged before Insurers have paid any claim in relation to such theft, then Insurers will pay the cost of returning it to the Insured's home airport / airfield by the most economical means.

### Aircrew Waiver of Subrogation

- (g) It is hereby understood and agreed that in respect of coverage afforded by this Policy the Insurers agree to waive their rights of subrogation against any pilot authorised by the Insured and who is within the class of pilots described in the Schedule, in respect of claims for any accidental loss of or damage to the Aircraft. However, this agreement does not affect the rights of Insurers in the event of reckless, wilful or deliberate act or default on the part of the pilot which gives rise to or materially contributes to the circumstances of any such claim.

## Section 2. Legal Liability to Third Parties (other than passengers)

### 1. Coverage

The Insurers agree to pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as compensatory damages for Bodily Injury and/or Property Damage to third parties caused by an Occurrence arising from the use of the Aircraft by the Insured.

The liability of the Insurers under this Section shall not exceed the applicable Limits as specified in Item 4 of the Policy Schedule.

### 2. Exclusions Applicable to this Section

This Section does not apply to:

- (a) Bodily Injury sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of their employment with or duties for the Insured;
- (b) Bodily Injury sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;
- (c) Bodily Injury sustained by any passenger whilst entering, on board, or alighting from the Aircraft;
- (d) Property Damage to any property belonging to or in the care, custody or control of the Insured;

## Section 3. Legal Liability to Passengers

### 1. Coverage

The Insurers agree to pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as compensatory damages for:

- (a) Bodily Injury to passengers whilst entering, on board, or alighting from the Aircraft caused by an Occurrence and
- (b) Property Damage to baggage and personal effects of passengers caused by an Occurrence whilst such baggage and personal effects are in the care, custody or control of the Insured for the purpose of carriage by air.

The liability of the Insurers under this Section shall not exceed the applicable Limits as specified in Item 4 of the Policy Schedule.

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 issuance 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

This Section does not apply to:

- (a) Bodily Injury sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of their employment with or duties for the Insured;
- (b) Bodily Injury sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft, where liability is required to be insured under the terms of any employer's liability or workers' compensation legislation or similar legislation.

## Additional Coverages Applicable to Sections 2 and 3 only

### Pilot Indemnity

The Sections of this Policy 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 Policy in respect of injury or damage arising out of the operation of the aircraft described in the Schedule to the Policy, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Policy 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 Policy, 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 Policy.

### Non-Owned Aircraft Liability

We will cover your liability for Aircraft which you do not own, provided you:

- (a) have no interest in the Aircraft as owner in whole or in part;
- (b) exercise no part in the servicing or maintenance of the Aircraft;
- (c) exercise no part in the appointment or provision of personnel for the operation of the Aircraft;

This coverage does not apply:

- (i) to liability arising out of any product manufactured, sold, handled or distributed by you;
- (ii) to any Aircraft having a seating capacity in excess of the declared maximum number of passenger seats, any one aircraft, specified in the Schedule;
- (iii) to liability for loss of or damage to the Aircraft or any consequential loss;
- (iv) when you use the Aircraft for hire and reward



## Defence and Settlement Payments Applicable to Sections 2 and 3

With respect to such coverage as is afforded under Sections 2 and 3 of this Policy, the Insurers shall:

1. Have the right to defend at their expense in the name of and on behalf of the Insured any claim or legal proceedings brought against the Insured. However, the Insurers shall also have the right to make such investigation, negotiation and settlement of any claim or legal proceedings as they deem expedient. Furthermore, the Insurers shall pay all expenses incurred by the Insured with the Insurers' approval (other than the salaries of the Insured's employees and the Insured's normal office expenses) in respect of any such claim or legal proceedings brought against the Insured. Such expenses are payable in full by the Insurers in addition to the applicable limit of the Insurers' liability as specified in Item 4 of the Policy Schedule.
2. Pay all costs assessed against the Insured in any claim or legal proceedings and all interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court, such part of such judgment as does not exceed the applicable limit of the Insurers' liability as specified in Item 4 of the Policy Schedule. If the amount of any or all judgment(s) or settlement(s) in respect of the same Occurrence exceeds the applicable limit of the Insurers' liability, then the liability of the Insurers' in respect of the said costs shall be limited to such proportion as the applicable limit of the Insurers' liability under this Policy bears to the total amount paid or awarded in the settlement of such claim(s) or legal proceedings. All costs paid by Insurers under this paragraph 2 are within and not in addition to the applicable limit of the Insurers' liability as specified in Item 4 of the Policy Schedule.

However, with respect to any coverage under this Policy which is subject to an aggregate limit of liability, the Insurers shall not be obligated to defend any claim or legal proceedings nor to pay any judgment, costs, interest or expenses after such aggregate limit of liability has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurers.

## General Exclusions Applicable to Sections 1, 2 and 3

This Policy does not apply:

1. Whilst the Aircraft is being used by the Insured for any purpose other than those specified in Item 6 of the Policy Schedule, or for any illegal purpose.
2. Whilst the Aircraft is outside the geographical limits specified in Item 8 of the Policy Schedule unless due to a forced landing or as a result of force majeure.
3. Whilst the Aircraft is being piloted by any person other than as specified in Item 7 of the Policy Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.
4. Whilst the Aircraft is being transported by any means of conveyance except as the result of an event giving rise to a claim under Section 1 of this Policy.
5. 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 unless due to a forced landing or as a result of force majeure.
6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section 3 hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.

Whilst the total number of passengers being carried in the Aircraft exceeds the maximum number of passengers specified in Item 3 (3) of the Policy Schedule. Except that if there no violation of the statutory requirements as to the passenger seating capacity or maximum allowable gross weight, the company's liability in respect of each passenger shall be calculated by dividing the limit of liability of the company in respect of passengers for any one accident as stated in the schedule by the number of passengers actually in the aircraft at the time of the accident.

# Specific Exclusions

## Nuclear Risks Exclusion Clause

1. This Policy does not cover:
  - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to 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 Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
  - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

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 Policy) be covered, provided that:
- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
  - (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
  - (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

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

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## Noise and Pollution and Other Perils Exclusion Clause

1. This Policy 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 Policy 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 Policy 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 Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
  - (i) damages awarded against the Insured and
  - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN46B

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

This Policy does not cover claims caused by:

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

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

AVN48B

## Asbestos Exclusion Clause

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

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

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

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

AVN96



## Date Recognition Exclusion Clause

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

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN2000A

## Conditions Precedent Applicable to Sections 1, 2 and 3

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

1. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss hereon.
2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any aviation authority having jurisdiction 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. Notice of any event likely to give rise to a claim under this Policy shall be given to Insurers as soon as possible via the person named for the purpose specified in Item 11 of the Policy 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.
4. The Insured shall not make any admission of liability, payment, offer or promise of payment without the written consent of the Insurers.

## General Conditions Applicable to Sections 1, 2 and 3

1. The coverage afforded under Section 1 of this Policy shall be proportional with any other valid and collectible insurance available to the Insured. The coverage afforded under Sections 2 and 3 of this Policy shall be excess insurance over any other valid and collectible insurance available to the Insured.
2. Upon a payment being made under this Policy, the Insurers 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 material 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 Policy may be cancelled by notice in writing. The Insured may give notice at any time. The Insurers shall give 30 days or such other notice, if of longer duration, as is mandated by the law stated in Item 10 of the Policy Schedule.

If the Policy shall be cancelled by the Insured, the Insurers shall be entitled to the proportion of the premium calculated in accordance with the following scale.

1 month on risk – 20% annual premium  
2 months on risk – 30% annual premium  
3 months on risk – 40% annual premium  
4 months on risk – 50% annual premium  
5 months on risk – 60% annual premium  
6 months on risk – 70% annual premium  
7 months on risk – 75% annual premium  
8 months on risk – 80% annual premium  
9 months on risk – 85% annual premium  
Over 9 months equivalent to full annual premium.

If the Policy shall be cancelled by Insurers, they shall be entitled to the premium for the period that this Policy has been in force, calculated pro rata. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

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

5. This Policy shall not be assigned in whole or in part except with the prior written agreement of the Insurers.
6. The choice of law and jurisdiction applicable to this Policy is as specified in Item 10 of the Policy Schedule.
7. When two or more Aircraft are insured hereunder the terms of this Policy, including the Limits as specified in Item 4 of the Policy Schedule, shall apply separately to each Aircraft unless otherwise specified herein.
8. The inclusion of more than one person as Insured under this Policy shall not affect the rights under this policy in respect of any claim brought by another insured or by an employee of another Insured.
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 Limits as specified in Item 4 of the Policy Schedule less any applicable Deductible specified in Item 5 of the Policy Schedule.
10. The Insured shall not in the presentation and furtherance of any claim:
  - (a) Deliberately or recklessly conceal from Insurers any information which the Insured knows or ought to know might be material to their consideration of any claim;
  - (b) Provide to Insurers information, which the Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
  - (c) Otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.

In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to the Insured.

In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:

- (i) terminate the cover provided by the Policy to the Insured with effect from the date of the event relied upon for the claim;
- (ii) recover any sums paid to the Insured in respect of losses occurring on or after the date of the event relied upon for the claim; and
- (iii) retain any and all premium paid by such Insured.

If any provision of this condition is in conflict with the law governing the Policy, it shall be of no effect to the extent of such conflict.

11. Notwithstanding anything to the contrary in the Policy the following shall apply:
- (a) 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.
  - (b) 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.
  - (c) 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.

## Endorsements

### **Full Premium in the Event of a Claim Exceeding Premium Paid**

It is understood and agreed that in the event of a claim arising hereunder which exceeds the premium paid the balance of the Full Annual Premium shall become due and payable forthwith.

AVN 9

## Extended Coverage Endorsement (Aircraft Hulls)

Notwithstanding the contents of the War, Hi-jacking and Other Perils Exclusion Clause forming part of this Policy, IT IS HEREBY UNDERSTOOD AND AGREED that this Policy 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 limits of Insurers' liability in respect of any or all of the risks covered under this endorsement shall not exceed the sum of the Aircraft Hull Sum Insured (in the aggregate during the Policy period)
3. the Insured has paid or has agreed to pay the additional premium required by the Insurers in respect of this extension
4. 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.

AVN51



## Extended Coverage Endorsement (Aviation Liabilities)

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), IN CONSIDERATION of an Additional Premium, it is hereby understood and agreed that with effect from INCEPTION, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Policy 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 Policy liability limit whichever the lesser any one Occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full Policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the Policy, this sub-limit 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 Policy 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 Policy 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 ALWAYS 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.

AVN52E

## Date Recognition Limited Coverage Clause

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

1. to any accidental loss of or damage to an aircraft defined in the Policy Schedule (“Insured Aircraft”);
2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:
  - (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 ALWAYS THAT

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

AVN2001

## Additions And Deletions (Combined)

1. The insurance afforded by this Policy is automatically extended to include at pro rata additional premium further Aircraft added during the currency of this Policy 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 Policy Aircraft which have been sold or disposed of shall be deleted from this Policy 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 Policy and that this Policy is not cancelled by virtue of such deletion.
4. Under the liability Section(s) of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy 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 Policy 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

## Aircraft Laying-Up Returns Clause

In the event of the Aircraft hereby insured being laid up, the Flight and Taxying cover under all Sections of this Policy shall be suspended during the period of lay-up and credit under the Aircraft loss or physical damage Section of the Policy will be adjusted on expiry of the Policy subject to the following conditions:

1. Notice must be given to Insurers by the Insured prior to and upon termination of the lay-up.
2. No return of premium shall be made
  - (a) in respect of any period during which the Aircraft is laid up for maintenance, overhaul or repair;
  - (b) unless the period of lay-up is of at least 30 consecutive days, but should the period defined in (a) occur during lay-up then the Insured shall be entitled to add the lay-up days prior to and subsequent to the period defined in (a) in computing the period of 30 days or more for which a return may be made;
  - (c) if a claim in respect of the Aircraft concerned has been made on this Policy.

Subject always to the foregoing conditions the return shall be 75 per cent of pro rata of the difference between the annual Flight risk premium and the annual Ground risk premium (as agreed by the Insurers) for the actual period of lay-up as defined above.

In the event of the Aircraft being laid up for a period of 30 days or more, a part only of which attaches to this Policy and part to the renewal Policy, then this Policy shall return premium proportionately.

AVN 26A 4.2.02

## 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 Policy 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 09.02.01

## Unauthorised Use Clause

No claim under this Policy 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 Policy 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 09.02.01

## Out of Notified Hours Clause

The coverage provided by this Policy 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 09.02.01





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