

**Dodatek č. 7 k pojistné smlouvě č. 400 031 252**

**Pojistitel: Allianz pojišťovna, a. s.**  
Ke Štvanici 656/3, 186 00 Praha 8, Česká republika  
IČ: 471 15 971  
zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka 1815

a

**Pojistník: EAST BOHEMIAN AIRPORT a. s.**  
Pražská 179, Popkovice, 530 06 Pardubice  
IČ: 481 54 938  
zapsaná v obchodním rejstříku vedeném Krajským soudem v Hradci Králové, oddíl B, vložka 915

**uzavírají následující dodatek k pojistné smlouvě  
o pojištění odpovědnosti za škodu nebo jinou újmu způsobenou provozem letiště.  
Pojistná smlouva č. 400 031 252 ve znění dodatku č. 7 ze dne 14.02.2020 je úplným  
zněním s účinností od 01.03.2020.**

**Všeobecné  
pojistné  
podmínky:**

Pojištění se řídí zákonem č. 89/2012 Sb., občanský zákoník a Všeobecnými pojistnými podmínkami pro pojištění odpovědnosti (provozní činnost, výrobek) OSPP-03 vydanými s platností od 1. ledna 2014 (dále jen všeobecné pojistné podmínky), které jsou nedílnou součástí této pojistné smlouvy, smluvním ujednáním o pojištění vlastníků a provozovatelů letiště ARIEL/Airport Owners and Operators Liability Insurance (dále jen „Ariel“) a v rozsahu pojistných doložek platných pro mezinárodní leteckou dopravu a přepravu. Jde o tyto doložky: AVN 38B, AVN 46B, AVN 48B, 2488AGM, AVN 2000A, AVN 60A, AVN 72, AVN100, AVN111, AVN124, AVN52G (dále jen „doložky“).

**Pojištěný: EAST BOHEMIAN AIRPORT a. s.**  
Pražská 179, Popkovice, 530 06 Pardubice  
IČ 481 54 938  
zapsaná v obchodním rejstříku vedeném Krajským soudem v Hradci Králové, oddíl B, vložka 915

Ujednává se, že pro pojištění dle ODDÍLU 1 této pojistné smlouvy jsou dalšími pojištěnými společnostmi:

**Sita Information Networking Computing USA Inc.**

3100 Cumberland Boulevard SE  
Suite 200  
Atlanta, GA 30339  
United States

**Letiště Praha, a.s.**

K Letišti 6/1019, 160 08 Praha 6  
IČ: 282 44 532  
zapsaná v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka 14003

Pojištění společností Letiště Praha, a.s. a Sita Information Networking Computing USA Inc. se dle podmínek této pojistné smlouvy vztahuje pouze na odpovědnost za škodu nebo jinou újmu vyplývající z užívání systému SITA DCS a LIAISON společností EAST BOHEMIAN AIRPORT a. s.

## ODDÍL 1 Pojištění odpovědnosti za škodu nebo jinou újmu způsobenou provozem letiště

Pojištění dle tohoto oddílu se sjednává v rozsahu Arielu (Sekce 1, 2, 3), doložek a podmínek pojištění uvedených v tomto oddílu.

### Pojištěná provozní činnost:

odpovědnost za škodu nebo jinou újmu vyplývající z činnosti pojištěného jako vlastníka / civilního provozovatele Letiště Pardubice

Pojištění se nevztahuje i na odpovědnost za škodu nebo jinou újmu vyplývající z:

- cateringových činností
- řízení letového provozu (Air Control Tower / Flight Control)
- bezpečnostních operací (security operations)
- handlingových činností, za které pojištěný neodpovídá, tj. činností vykonávaných třetími osobami

Pojištění se v rozsahu podmínek ARIEL sjednává i pro případ odpovědnosti pojištěného za škodu nebo jinou újmu vyplývající z vlastnictví, držby nebo správy nemovitostí v rozsahu, který nevyžaduje živnostenské oprávnění.

### Územní platnost:

celý svět pro odpovědnost za škodu nebo jinou újmu způsobenou vadou výrobku, v ostatních případech je pojištěna odpovědnost za škodu nebo jinou újmu vzniklá v místě výkonu podnikání pojištěného nebo v jeho okolí (viz Sekce 1 Arielu)

Pojištění se nevztahuje na odpovědnost fyzických nebo právnických osob (dceřiné společnosti, organizační složky, apod.) se sídlem mimo území ČR.

### Sjednaný limit plnění:

- |                           |   |
|---------------------------|---|
| <b>750 000 000,-- CZK</b> | každou pojistnou událost vzniklou během jednoho pojistného období, avšak max. 750 000 000,-- CZK pro jednu a všechny pojistné události vzniklé během jednoho pojistného období způsobené vadou výrobku (celkový limit plnění) |
| <b>25 000 000,-- USD</b>  | <b>pro AVN 60A</b> pro jednu a všechny pojistné události vzniklé během jednoho pojistného období (v rámci celkového limitu plnění)  |
| <b>750 000 000,-- CZK</b> | <b>pro AVN 52G</b> pro jednu a všechny pojistné události vzniklé během jednoho pojistného období (v rámci celkového limitu plnění)  |

### Zachraňovací náklady dle zák. č. 89/2012 Sb.:

1% celkového limitu plnění, maximálně 200 000,-- CZK pro jednu pojistnou událost, zachraňovací náklady vynaložené na záchranu života nebo zdraví osob: 30 % celkového limitu plnění

- Spoluúčast:**
- |                       |   |
|-----------------------|---|
| <b>100 000,-- CZK</b> | pro každou pojistnou událost, není-li uvedeno jinak   |
| <b>20 000,-- CZK</b>  | pro odpovědnost za škodu nebo jinou újmu vyplývající z vlastnictví, držby nebo správy nemovitostí |

## ODDÍL 2 Pojištění odpovědnosti za škodu nebo jinou újmu - doplňková pojištění

Pojištění dle tohoto oddílu se sjednává v rozsahu všeobecných pojistných podmínek a podmínek pojištění uvedených v tomto oddílu.

### Pojištěná provozní činnost:

- v rozsahu předmětu podnikání zapsaném v obchodním rejstříku vedeném Krajským soudem v Hradci Králové, oddíl B, vložka 915 ke dni 14. 02. 2020. Pojištění dle tohoto oddílu se nevztahuje na odpovědnost pojištěného za škodu nebo jinou újmu, která je pojištěna v oddílu 1 této pojistné smlouvy.

### Rozsah pojištění:

Odpovědnost za škodu nebo jinou újmu z provozní činnosti uvedené v pojistné smlouvě dle čl. 2 výše uvedených všeobecných pojistných podmínek.

### Územní platnost:

Česká republika

Pojištění se nevztahuje na odpovědnost fyzických nebo právnických osob (dceřiné společnosti, organizační složky, apod.) se sídlem mimo území ČR.

**Smluvní ujednání:****Smluvní ujednání č. 1 - pro pojištění odpovědnosti za jiné majetkové škody (újmy na jmění)**

Odchylně od článku 5, odst. 1, písm. b) všeobecných pojistných podmínek se pojištění vztahuje i na odpovědnost pojištěného vyplývající z právních předpisů za jinou majetkovou škodu resp. újmu na jmění, která nevyplývá z újmy při ublížení na zdraví, při usmrcení nebo ze škod na věcech a která nastala v době trvání pojištění.

Z pojištění však zůstává vyloučena odpovědnost za škody nebo újmy:

- způsobené výrobky, které byly vyrobeny nebo dodány do oběhu pojištěným nebo na základě objednávky pojištěného nebo na jeho účet třetí osobou; totéž platí i pro škodu nebo jinou újmu způsobenou vykonanou prací nebo poskytnutou službou,
- způsobené stálými imisemi (např. hlukem, zápachem, otřesy),
- vyplývající z plánovacích, poradenských, stavebních, montážních a zkušebních činností a z činností znalců,
- vyplývající z peněžních, úvěrových, pojistných, leasingových nebo podobných obchodů, z obchodů s pozemky, z platebních operací všeho druhu, z vedení pokladny, jakož i ze zpronevěry svěřených hodnot,
- vyplývající z porušení autorských práv, patentových práv, práv k ochranné známce, práv na ochranu osobnosti aj. obdobných práv,
- vyplývající z nedodržení lhůt, termínů a rozpočtů,
- vyplývající z poskytnutí rad či doporučení nebo z udělení pokynů,
- vyplývající z činností, které souvisí s poskytováním informací, s překládáním do jiných jazyků, se zprostředkováním cest a cestovních pobytů,
- vyplývající z jakýchkoliv IT služeb a IT výrobků (zejména, nikoliv však pouze vývoje, výroby, instalace, používání, provozování, výpadku, poškození, změny nebo chybné či omezené funkce počítačových systémů, softwarových systémů, hardware, telekomunikačních zařízení nebo jiných prostředků komunikace, internetu, e-commerce, dat, informačních pramenů, mikročipů, integrovaných obvodů, nebo ostatních obdobných zařízení),
- vyplývající z úmyslného odchýlení se od právních předpisů nebo úředních nařízení, od příkazů nebo podmínek objednatele, zadavatele, příkazce apod., či vyplývající z jiných úmyslných porušení povinností,
- způsobené ztrátou věcí, jakož i peněz, cenných papírů a cenností,
- způsobené členy orgánů právnických osob.

Ostatní ustanovení všeobecných pojistných podmínek a pojistné smlouvy zůstávají nezměněna.

**Smluvní ujednání č. 2 - pro pojištění odpovědnosti za škodu způsobenou na věcech převzatých a užívaných**

Odchylně od článku 5, odst. 1, písm. r) a s) všeobecných pojistných podmínek se pojištění vztahuje i na odpovědnost pojištěného za škodu vyplývající z právních předpisů, která vznikla na věcech převzatých pojištěným za účelem splnění svého smluvního závazku a na věcech užívaných.

Pojištění se nevztahuje na škody způsobené:

- vědomým použitím nesprávného postupu, nevhodného zařízení nebo nástroje,
- na věcech, které pojištěný drží neoprávněně,
- ztrátou, odcizením nebo pohřešování věcí,
- na letadlech a plavidlech,
- během jízdy s motorovým vozidlem mimo provozovnu pojištěného,
- na nemovitostech a budovách, které si pojištěný pronajal, nejedná-li se o bydlení při příležitosti pracovní cesty.

Ostatní ustanovení všeobecných pojistných podmínek a pojistné smlouvy zůstávají nezměněna.

**Smluvní ujednání č. 3 - pro pojištění odpovědnosti za škodu nebo jinou újmu způsobenou členu statutárního orgánu a škodu způsobenou členem statutárního orgánu**

Odchylně od článku 5, odst. 3, písm. d) všeobecných pojistných podmínek se pojištění vztahuje i na případy, kdy pojištěnému podle zákona vznikla povinnost nahradit poškozenému újmu při ublížení na zdraví a při usmrcení člena statutárního orgánu pojištěného, ke které došlo při výkonu funkce člena statutárního orgánu pojištěného.

Odchylně od čl. 9 těchto pojistných podmínek se pojištění vztahuje i na povinnost člena statutárního orgánu pojištěného k náhradě škody způsobené na motorovém vozidle a na ostatních věcech ve vlastnictví pojištěného a užívaných členem statutárního orgánu pojištěného na základě smlouvy o výkonu funkce statutárního orgánu pojištěného. V případě odcizení užívané věci v hodnotě 5 000 Kč a více je člen statutárního orgánu pojištěného povinen odcizení užívané věci prokázat šetřením Policie ČR.

### Sankce / embarga

Ujednává se, že pojistitel neposkytne žádné pojistné krytí a plnění nebo jinou náhradu, pokud by poskytnutí takového krytí, plnění nebo náhrady vystavilo pojistitele riziku porušení jakýchkoli sankcí, zákazů nebo restrikcí na základě rezolucí OSN, nebo jakýchkoli obchodních nebo ekonomických sankcí, zákonů nebo regulací Evropské unie, Spojených států amerických, nebo jakýchkoli jiných národních obchodních nebo ekonomických sankcí, zákonů nebo regulací.

### **Sjednaný**

#### **limit**

#### **plnění:**

<b>20 000 000,-- CZK</b>	pro jednu a všechny pojistné události způsobené provozní činností vzniklé během jednoho pojistného období (celkový limit plnění II)
<b>5 000 000,-- CZK</b>	pro smluvní ujednání č. 1 (v rámci celkového limitu plnění II), maximálně 5 000 000,-- CZK za jedno pojistné období
<b>5 000 000,-- CZK</b>	pro smluvní ujednání č. 2 (v rámci celkového limitu plnění II), maximálně 5 000 000,-- CZK za jedno pojistné období
<b>1 000 000,-- CZK</b>	pro smluvní ujednání č. 3 (v rámci celkového limitu plnění II), maximálně 1 000 000,-- CZK za jedno pojistné období

### **Zachraňovací náklady dle zák. č. 89/2012 Sb.:**

1% z celkového limitu plnění II, maximálně 100 000,-- CZK pro jednu pojistnou událost, zachraňovací náklady vynaložené na záchranu života nebo zdraví osob: 30 % celkového limitu plnění II

### **Spoluúčast:**

<b>20 000,-- CZK</b>	pro každou pojistnou událost, není-li uvedeno jinak
<b>5 000,-- CZK</b>	pro každou pojistnou událost v případě škody na věcech zaměstnanců, které se obvykle nosí do práce a které si zaměstnanec odložil při plnění pracovních úkolů nebo v přímé souvislosti s ním na místě k tomu určeném nebo obvyklém
<b>10%, min. 20 000,-- CZK</b>	pro smluvní ujednání č. 1
<b>1 000,-- CZK</b>	pro smluvní ujednání č. 3

## **ODDÍL 3 Společná ustanovení**

### **Datum účinnosti změny:**

01.03.2020; 00,00 hod.

### **Pojistné období:**

1 rok

### **Konec pojištění:**

28.02.2021; 24,00 hod.

V souladu s ustanovením článku 6, odst. 1) všeobecných pojistných podmínek se ujednává, že počátek pojištění je stanoven na den uvedený v pojistné smlouvě.

Pojistník prohlašuje, že byl před uzavřením této pojistné smlouvy seznámen s pojistnými podmínkami, Arielem, doložkami a smluvními ujednáními platnými pro tuto pojistnou smlouvu, což potvrzuje svým níže uvedeným podpisem.

### **Pojistné**

#### **celkem:**

**499 692,-- CZK**

### **Splatnost**

#### **pojistného:**

Výše uvedené pojistné je splatné oproti faktuře vystavené společností RESPECT, a.s. v následujících splátkách a termínech:

splátka	částka	splatnost
1. splátka	124 923,--Kč	15.03.2020
2. splátka	124 923,--Kč	01.06.2020
3. splátka	124 923,--Kč	01.09.2020
4. splátka	124 923,--Kč	01.12.2020

na účet makléřské společnosti RESPECT, a.s.

### **Ujednání o**

#### **pojistném**

#### **krytí:**

Ujednává se, že tato pojistná smlouva se řídí právním řádem České republiky.

**Závěrečné  
prohlášení:**

Pojistník podpisem potvrzuje, že si je vědom specifického způsobu sjednání pojištění prostřednictvím na pojistiteli nezávislého poradce (pojišťovací makléř), a prohlašuje, že mu byl obsah pojištění makléřem vysvětlen, popřípadě že ho makléř upozornil na odchylky nabízeného pojištění a jeho požadavků. Podpisem smlouvy pojistník stvrzuje, že sjednané pojištění odpovídá jeho potřebám a požadavkům, případně že s tímto pojištěním na základě doporučení pojišťovacího makléře souhlasí, ač byl upozorněn na odchylky oproti svým požadavkům.

**Příloha:**

Ariel  
Doložky  
Všeobecné pojistné podmínky

V Praze dne 14.02.2020.

EAST BOHEMIAN AIRPORT a.s.  
letiště Pardubice, Pražská 179  
530 06 Pardubice  
CO: A8154938 OIC: CZ48154938

.....  
pojistník.

Digitálně podepsal Dana  
Kotalíková  
DN: c=CZ,  
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o=Allianz pojišťovna, a.s. [IČ  
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givenName=,  
serialNumber=

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## ARIEL

### AIRPORT OWNERS AND OPERATORS LIABILITY INSURANCE

WHEREAS the Assured named in the Schedule herein has made to Us the Underwriters who have hereunto subscribed our Names, a written proposal and declaration, bearing the date specified in the Schedule, which is hereby agreed to be the basis of this contract and is deemed to be incorporated herein and has paid to Us the premium or consideration (subject to adjustment as hereinafter provided) specified in the Schedule.

NOW WE THE UNDERWRITERS hereby agree to the extent and in the manner hereinafter provided, to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay or by final judgment be adjudged to pay up to but not exceeding the amounts specified in the Schedule, to any person or persons as damages

- (a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury) or
- (b) for loss of or damage to property of others (hereinafter referred to as property damage)

caused by accident occurring during the period mentioned in the Schedule and arising out of the hazards set forth in Sections 1, 2 and 3 below.

#### SECTION 1

Bodily Injury or Property Damage

- (a) in or about the premises specified in the Schedule, as a direct result of the services granted by the Assured,
- (b) elsewhere in the course of any work or of the performance of any duties carried out by the Assured or his employees in connection with the business or operations specified in the Schedule,

caused by the fault or negligence of the Assured or any of his employees engaged in the Assured's business or by any defect in the Assured's premises, ways, works, machinery or plant used in the Assured's business.

This section is subject to the following exclusions:-

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Assured, or any servant of the Assured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Assured whilst on the premises specified in the Schedule.
2. Bodily injury or property damage caused by
  - (a) any mechanically propelled vehicle which the Assured 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 such vehicle is on any public highway.

- (b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of the Assured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this Policy, whether such Section is insured hereunder or not.
- 3. Bodily injury or property damage arising out of any Airmeet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Underwriters.
- 4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways, or Installations by the Assured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Underwriters.
- 5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Assured or his employees after such goods or products have ceased to be in the possession or under the control of the Assured, but this exclusion shall be deemed not to apply to the supply, by the Assured, of food or drink at the premises specified in the Schedule.

## SECTION 2

Loss of or damage to Aircraft or Aircraft equipment, not owned, rented or leased by the Assured, whilst on the ground in the care, custody or control of or whilst being serviced, handled or maintained by the Assured or any servant of the Assured.

This section is subject to the following exclusions:-

- (a) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.
- (b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to the Assured.
- (c) Loss of or damage to any Aircraft while in flight as defined.

## SECTION 3

Bodily injury or property damage arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Assured or his employees, but only in respect of such goods or products which form part of or are used in conjunction with aircraft, and then only after such goods or products have ceased to be in the possession or under the control of the Assured.

This section is subject to the following exclusions:-

- (a) Damage to the property of the Assured or to property within his care, custody or control.
- (b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Assured or any defective part or parts thereof.

- (c) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom.
- (d) Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

## EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Assured or acting on his behalf, or liability for which the Assured or his insurer may be held liable under any workmans compensation, unemployment compensation or disability benefits law or any similar law.
2. THIS POLICY DOES NOT COVER the cost of making good any faulty workmanship for which the Assured, his employees, contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
3. THIS POLICY DOES NOT COVER liability assumed by the Assured by Agreement under any Contract unless such liability would have attached to the Assured even in the absence of such Agreement.
4. THIS POLICY DOES NOT COVER liability of the Assured directly or indirectly occasioned by, happening through or in consequence of War, invasions, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
5. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Underwriters.
6. Each section of this Policy excludes liability which is or would be covered under any other section of the Policy, whether such other section is insured hereunder or not.
7. This Policy is subject to the attached Radioactive Contamination Exclusion Clause.

## PAYMENT OF COSTS

In addition to the limits set out in the Schedule, Underwriters will pay all legal and other costs incurred with their consent in the defence of any claim made against the Assured.

## PROVIDED THAT

in the event of their requiring any claim to be contested

- (a) If the claim be successfully resisted by the Assured the Underwriters will pay all costs, charges and expenses incurred by the Assured in connection therewith up to but not exceeding the sum insured under this Policy.
- (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Underwriters to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Policy bears to the amount paid to dispose of the claim.



## DEFINITIONS

1. ACCIDENT. The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
2. FLIGHT. The term "in flight" means the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run.

## GENERAL CONDITIONS

1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Assured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to the Underwriters as soon as possible after same shall come to the knowledge of the Assured or the Assured's representative. Every letter, claim, writ, summons or process shall be forwarded to Underwriters immediately on receipt by the Assured.
2. All notices as specified above shall be given by the Assured to the person(s) or firm named for the purpose in the Schedule.
3. If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Underwriters shall be limited to their rateable proportion of such claim.
4. If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void, and all claims hereunder shall be forfeited.
5. This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided 15 days notice in writing be given. (Where 15 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefor.)

If the Policy shall be cancelled by the Assured the Underwriters shall retain the earned premium hereon for the period that this Policy has been in force calculated in accordance with the basis in the Schedule, or the short rate proportion of the minimum premium, calculated in accordance with the customary scale whichever is the greater.

If the Policy shall be cancelled by Underwriters they shall retain the earned premium hereon for the period that this Policy has been in force, calculated in accordance with the basis in the Schedule or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

6. It is a condition precedent to the right of the Assured to be indemnified under this Insurance that
  - (a) If after this Insurance has been effected, the risk is materially altered such alterations must be notified in writing to the Underwriters immediately.
  - (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Assured without the written consent of Underwriters, who shall be entitled, if they so desire, to take over and conduct in the name of the Assured the defence of any claim or to prosecute in the name of the Assured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Assured shall give all such information and assistance as Underwriters may require.

- (c) The Assured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Assured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.
  - (d) The Assured shall comply with all International and Government Regulations and Civil Instructions.
7. Notwithstanding the inclusion herein of more than one Assured, whether by endorsement or otherwise, the total liability of the Underwriters in respect of any or all Assureds shall not exceed the limit(s) of liability stated in this Policy.

**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 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, medial, 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 300cm <sup>2</sup> )
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm <sup>2</sup> (10-4 microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Bequerels/cm <sup>2</sup> (10-5 microcuries/cm <sup>2</sup> )

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

**NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE**

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 1.10.96

**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 malicious act or act of sabotage.
- (e) 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.
- (f) 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).

AVN 48B 1.10.96

**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

**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:

- the change of year from 1999 to 2000; and/or
- the change of date from 21 August 1999 to 22 August 1999; and/or
- any other 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.

AVN 2000 A 22.4.98

**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:

(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 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.

LSW 2488 AGM 0003

## PERSONAL INJURY EXTENSION

The insurance provided by this Policy 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 Policy 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 Policy:

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 ..... in the aggregate during the Policy period being within the overall Policy limit and not in addition thereto.

All other terms and conditions of this Policy remain unchanged

AVN 60A 24.12.2004

## AVN 100 FRAUDULENT CLAIMS

An Insured shall not in the presentation and furtherance of any claim:

- (a) deliberately or recklessly conceal from Insurers any information which he knows or ought to know might be material to their consideration of any claim;
- (b) provide to Insurers information, which he 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 defense 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 such Insured.

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

- (i) terminate the cover provided by all sections of the Policy to such Insured with effect from the date of the event relied upon for the claim;
- (ii) recover any sums paid to such 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 clause is in conflict with the law governing the Policy it shall be of no effect to the extent of such conflict.

AVN 100 26.7.08

## Sanctions and Embargo Clause

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

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

### **AVN 111 01.10.10**

*In common with all AICG produced AVN Clauses, this Clause is published by AICG, but it is expressly non-binding and AICG makes no recommendation as to its use in particular policies. Insurers are of course free to offer different policy wordings and clauses to their policy holders.*

## Data Event Clause

This Policy does not cover any loss, damage, expense or liability arising out of a Data Event.

Data Event means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Data.

Data means any information, text, figures, voice, images or any machine readable data, software or programs including any person's or organisation's confidential, proprietary or personal information.

This exclusion does not apply to:

1. physical loss of or physical damage to an aircraft or spares and equipment; and/or
2. bodily injury and/or property damage caused by an aircraft accident; and/or
3. bodily injury and/or damage to tangible property including resultant loss of use of such property arising out of the Insured's aviation operations caused other than by an aircraft accident.

Within sub-paragraph 3:

- i. solely for the purposes of this sub-paragraph and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury, fatal or otherwise, and unless arising directly therefrom shall not include mental anguish, fright or shock; and
  - ii. Data shall not be considered as tangible property.
4. the following coverages afforded by the Policy: none (unless specified below).

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

**AVN124 16.02.2018**

*In common with all AICG produced AVN policy clauses / wordings, this policy clause / wording is published by AICG, but it is expressly non-binding and AICG makes no recommendation as to its use. Insurers are free to offer different policy clauses / wordings to their policyholders.*

**Extended Coverage Endorsement (Aviation Liabilities AVN 52 G)**

1. Whereas the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48 B), in consideration of an Additional Premium included within the Premium charged it is hereby understood and agreed that with effect from 1<sup>st</sup> March 2017 all sub-paragraphs other than b) of Clause AVN 48 B 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 48 B.  
  
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 a sub-limit stated in the Policy, any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.
4. **Automatic Termination**  
To the extent provided below, cover extended by this endorsement shall terminate automatically in the following circumstances:
  - 4.1. **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.
  - 4.2. **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48 B**  
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.
  - 4.3. **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 4.1, 4.2 or 4.3 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**
  - 5.1. **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.
  - 5.2. **Limited Cancellation (48 hours)**  
Following a hostile detonation as specified in 4.2 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 48 B - 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.
  - 5.3. **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.
  - 5.4. **Notices**  
All notices referred to herein shall be in writing.