



Řízení letového provozu České republiky

Pojistná smlouva na pojištění odpovědnosti za škodu nebo jinou újmu způsobenou při výkonu činností spojených s řízením letového provozu

uzavřena ve smyslu § 2758 a násl. a § 2861 a násl. zákona č. 89/2012 Sb., občanského zákoníku, ve znění pozdějších předpisů (dále jen „občanský zákoník“)

(dále jen „pojistná smlouva“)

1. Smluvní strany

Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.)

sídlo: Navigační 787, 252 61 Jeneč

zastoupený: Ing. Janem Klasem, generálním ředitelem

IČO: 497 10 371

DIČ: CZ699004742

bankovní spojení: 1162200106/0100

swift code: KOMBCZPP

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl A, vložka 10771

(dále jen „pojistník“ a/nebo „pojištěný“)

a

Slavia pojišťovna, a.s.

sídlo: Tábořská 940/31, 140 00 Praha 4 - Nusle

zastoupený: Gabrielou Poledníkovou, vedoucím underwriterem a Ing. Radkou Holasovou, underwriterem

IČO: 601 97 501

DIČ: CZ60197501

bankovní spojení: 19-6017530267/0100, Komerční banka, a. s.

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka 2591

Pojistná smlouva číslo: **9100001115**

jako vedoucí pojistitel (dále jen „vedoucí pojistitel“)

a

Kooperativa pojišťovna, a.s., Vienna Insurance Group

sídlo: Pobřežní 665/21, 186 00 Praha 8

zastoupený: Mgr. Petrem Bačovským, vedoucím oddělení pojištění odpovědnosti a Mgr. Davidem Rajsiglem DiS, vedoucím underwriterem

IČO: 47116617

DIČ: CZ47116617

bankovní spojení: 2226222/0800, Česká spořitelna a.s.

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl B, vložka 1897

Pojistná smlouva číslo: **7721179918**

jako (sou)pojistitel (dále jen „(sou)pojistitel“)

2. Všeobecné pojistné podmínky a smluvní ujednání

2.1 Všeobecné pojistné podmínky

Pojištění se řídí občanským zákoníkem a dále uvedenými všeobecnými pojistnými podmínkami pro pojištění letecké odpovědnosti a smluvními ujednáními vydanými Lloyd's Aviation Underwriters Association, které jsou nedílnou součástí této pojistné smlouvy jako Příloha č. 1 a Příloha č. 2.

2.2 Smluvní ujednání

Smluvní ujednání AVN 60A o pojištění odpovědnosti za škody způsobené formou osobní újmy
Smluvní ujednání LSW 499 o pojištění odpovědnosti za škody způsobené osobám v souvislosti s provozem cizího letadla
Smluvní ujednání o smluvní odpovědnosti
Smluvní ujednání o zahrnutí dodavatelů a sub-dodavatelů do pojištění
Smluvní ujednání o příspěvku do Program Risk Managementu a bezpečnosti
Smluvní ujednání AVN 14 o omezení odpovědnosti
Smluvní ujednání "U.S. Terrorism Risk Insurance Act of 2002"
Smluvní ujednání o oddělitelnosti závazků pojistitelů
Smluvní ujednání LPO 438B o simultánní úhradě pojistných událostí
Smluvní ujednání AVN 72 o vyloučení pojištění odpovědnosti osob bez oprávnění ze strany pojištěného
Smluvní ujednání AVN 6A o platbě pojistného a výpovědní lhůtě
Smluvní ujednání o omezeném krytí rizik spojených s přechodem dat AVN 2000A
Smluvní ujednání o vyloučení škod způsobených nadměrným hlukem, zamořením a podobnými riziky AVN 46B
Smluvní ujednání o vyloučení rizika války, únosu a podobných rizik AVN 48B
Smluvní ujednání AVN 52G o rozšíření krytí (pojištění leteckých škod)
Smluvní ujednání o vyloučení škod způsobených azbestem 2488AGM00003
Smluvní ujednání o vyloučení škod způsobených radioaktivním zamořením AVN38B
Smluvní ujednání o nadlimitním krytí odpovědnosti jiné než letecké
Smluvní ujednání AVN 2001A o krytí rizik spojených s přechodem dat
Smluvní ujednání AVN 2002A o omezeném krytí rizik spojených s přechodem dat
Smluvní ujednání o odpovědnost za majtkové škody způsobené na objektech, které má pojištěný pronajaté, užívá na leasing nebo obývá
Smluvní ujednání 370JLT00072/901JLT00072 o nákladech na léčebné výlohy
Smluvní ujednání AVN 111 01.10.10 – sankce a embarga
Smluvní ujednání LMA5396 – vyloučení odpovědnosti z nakažlivých chorob
Smluvní ujednání LMA5391 – koronavirus výluka
Smluvní ujednání LMA5450 – potvrzení o rozsahu pojištění – software
Smluvní ujednání AVN124 – doložka – datová událost

Veškeré mezinárodní pojistné doložky budou aplikovány v původním anglickém znění a jsou uvedeny v příloze v anglickém originálu.

3. Pojištěný

Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.)

sídlo: Navigační 787, 252 61 Jeneč

IČO: 49710371

DIČ: CZ699004742

zapsaný v obchodním rejstříku vedeném Městským soudem v Praze, oddíl A, vložka 10771 (dále jen „pojištěný“)

4. Pojišťovací zprostředkovatel

OK GROUP a.s.

sídlo: Mánesova 3014/16, 612 00, Brno

IČO: 25561804

zapsaná v obchodním rejstříku vedeném Krajským soudem v Brně, oddíl B, vložka 2954 (dále jen „makléř“)

5. Pojištěná provozní činnost

Pojištěna je, podle všeobecných pojistných podmínek pro pojištění letecké odpovědnosti a smluvních ujednání, které jsou nedílnou součástí této pojistné smlouvy, odpovědnost pojištěného za škodu nebo jinou újmu způsobenou při výkonu činností pojištěného v oblasti poskytování letových navigačních služeb, uspořádání toku letového provozu a uspořádání vzdušného prostoru. Uvedenými činnostmi se rozumí:

- i. letové provozní služby (tj. služba řízení letového provozu a letová informační služba),
- ii. komunikační, navigační a přehledové služby,
- iii. letecká informační služba,
- iv. uspořádání toku letového provozu,
- v. uspořádání vzdušného prostoru,
- vi. návrh letových postupů.

6. Rozsah pojištění

- 6.1 Odpovědnost za škodu nebo jinou újmu v rozsahu pojistných částek a podmínek Přílohy č. 1 a Přílohy č. 2 této pojistné smlouvy. Odchylně od bodu 6. všeobecných pojistných podmínek (příloha č. 1 této pojistné smlouvy) se sjednává pojištění odpovědnosti za jinou majetkovou škodu, resp. újmu na jmění, která nevyplývá z újmy při ublížení na zdraví, při usmrcení nebo ze škod na věcech, takto:

- 6.1.1 Pojištění se 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 (dále jen jinou majetkovou škodu). Pro účely tohoto ujednání se jinou majetkovou škodou rozumějí náklady vzniklé v důsledku neposkytnutí letových navigačních služeb.

Pojištěna je náhrada následujících nákladů:

1. náklady na letecké palivo
2. náklady na handlingové a pozemní služby
3. poplatky letiště
4. účelně vynaložené náklady v důsledku poskytnutí náhradní pozemní přepravy cestujících z alternativního letiště na letiště původního přistání.

Pojištěny jsou však pouze náklady, které byly vynaloženy nad rámec nákladů, které by byly vynaloženy v případě, kdyby k pojistné události dle tohoto smluvního ujednání nedošlo. Pojištěný je povinen na žádost pojistitele kalkulaci nákladů předložit.

Pojištění dle tohoto smluvního ujednání se v rámci celkové pojistné částky vztahuje na pojistnou částku 5 000 000 Kč pro jednu a všechny pojistné události vzniklé během jednoho pojistného období se spoluúčastí 20 %, min. 100 000 Kč pro každou pojistnou událost.

- 6.1.2 Ostatní podmínky a ustanovení pojistné smlouvy, všeobecných pojistných podmínek a smluvních ujednání zůstávají beze změn.

7. Územní platnost pojištění

celý svět

8. Pojistná částka

580 000 000 EUR pro jednu a každou pojistnou událost způsobenou provozní činností během jednoho pojistného období, maximálně však 580 000 000 EUR za jedno pojistné období v případě odpovědnosti za škodu nebo jinou újmu způsobenou vadou výrobku

Počátek pojištění:

01.10.2024; 00,00 hod. místního času

Konec pojištění:

30.09.2025; 24,00 hod. místního času

9. Ujednání o době pojištění

- 9.1 Pojištění se sjednává na dobu určitou od 01.10.2024 do 30.09.2025, která je zároveň pojistnou dobou.

9.2 Pojistným obdobím je jeden poisťný rok.

10. Výše pojistného a platební podmínky

10.1 Pojistné

Celkem pojistné za období 1.10.2024 – 30.09.2025	520 000 EUR
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10.2 Splatnosť poisťného

Výše uvedené pojistné je splatné ve čtvrtletních splátkách bez navýšení pojistného za splátky v níže uvedených termínech:

Za pojistné období 01. 10. 2024 – 30. 09. 2025:

splátka:	částka	datum splatnosti:
1. splátka	130 000 EUR	01. 11. 2024
2. splátka	130 000 EUR	01. 01. 2025
3. splátka	130 000 EUR	01. 04. 2025
4. splátka	130 000 EUR	01. 07. 2025

10.3 Pojistné bude hrazeno na účet pojistitele, č. ú. 19-6017530267/0100, konstantní symbol 3559, variabilní symbol 9100001115.

10.4 Na každou splátku pojistného bude pojistitelem vystavena faktura – daňový doklad, která musí být doručena pojistníkovi nejpozději 30 kalendářních dnů před datem splatnosti. Faktura – daňový doklad dále musí obsahovat náležitosti daňového dokladu dle z. č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů (dále jen „zákon o DPH“). Pojistné je dle § 51 a § 55 zákona o DPH osvobozeno.

11. Hlášení pojistné události

11.1 Vznik pojistné události hlásí pojistník nebo jím pověřená osoba bez zbytečného odkladu makléři na adresu: OK GROUP, K Rotundě 82/8, 128 00 Praha 2 Vyšehrad, ■■■ ■■■■ ■■■
■■■ ■■■ ■■■■ ■■■■

12. Ostatní ujednání

12.1 Bezpečnost v civilním letectví

Pojistitel podpisem této pojistné smlouvy bere na vědomí, že není oprávněn sdělovat či jakkoliv šířit informace, kterými by mohla být narušena bezpečnost v civilním letectví, a to z důvodu požadavků na zachování bezpečnosti v civilním letectví, které vyplývají z příslušných právních předpisů (zejména Letecký předpis L 17), a které ukládají poskytovatelům letových provozních služeb přijmout taková adekvátní opatření, na základě kterých bude zajištěna ochrana civilního letectví před protiprávními činy. Pojistitel nesmí zejména jakkoliv reprodukovat a dále šířit informace, o nichž se dozvěděl v souvislosti s plněním této pojistné smlouvy.

12.2 Tuto pojistnou smlouvu lze měnit nebo doplňovat pouze písemnými dodatky podepsanými oprávněnými zástupci obou smluvních stran.

12.3 Uveřejňování

Pojistitel bere na vědomí, že pojistník je povinen uveřejnit tuto pojistnou smlouvu ve smyslu zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv (zákon o registru smluv), ve znění pozdějších předpisů a

zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů. Pojistitel bere dále na vědomí, že pojistník je povinen poskytnout informace podle zákona č.106/1999 Sb., o svobodném přístupu k informacím, ve znění pozdějších předpisů.

12.4 Ochrana osobních údajů

Pojistitel i pojistník respektují pravidla o ochraně osobních údajů dle nařízení Evropského parlamentu a Rady (EU) 2016/679 ze dne 27. dubna 2016, o ochraně fyzických osob v souvislosti se zpracováním osobních údajů a o volném pohybu těchto údajů a o zrušení směrnice 95/46/ES (obecné nařízení o ochraně osobních údajů), tj. nařízení GDPR, a dalších obecně závazných právních předpisů upravujících ochranu osobních údajů. Bližší informace o ochraně osobních údajů na straně pojistníka jsou k dispozici na webových stránkách <https://www.rlp.cz/categorysb?CatCode=A5>

12.5 Tato pojistná smlouva se uzavírá elektronicky, a to pouze v jednom elektronickém vyhotovení.

12.6 Tato pojistná smlouva vstupuje v platnost dnem jejího podpisu oběma smluvními stranami a účinnosti nabývá dne 1. 10. 2024.

13. Závěrečné prohlášení

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

14. Přílohy smlouvy

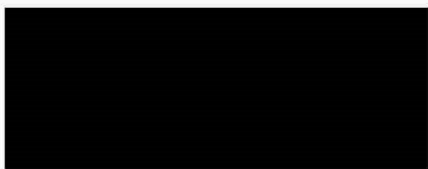
Příloha č. 1 - Všeobecné pojistné podmínky pro pojištění letecké odpovědnosti v originálním anglickém znění a v českém překladu

Příloha č. 2 - Smluvní ujednání v originálním anglickém znění



.....
pojistník
Ing. Jan Klas
generální ředitel

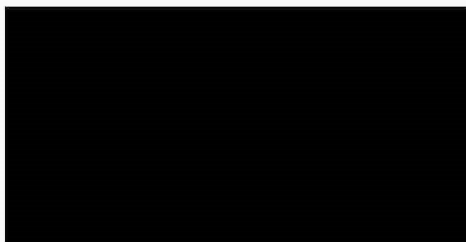
Řízení letového provozu České republiky, státní podnik (ŘLP ČR, s.p.)



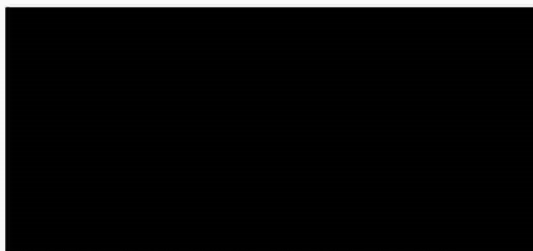
Vedoucí pojistitel
Gabriela Poledníková
vedoucí underwriter
Slavia pojišťovna a.s.



Vedoucí pojistitel
Ing. Radka Holasová
underwriter
Slavia pojišťovna a.s.



(Sou)pojistitel
Mgr. Petr Bačovský
vedoucí oddělení pojištění odpovědnosti
Kooperativa pojišťovna a.s.,
Vienna Insurance Group



(Sou)pojistitel
Mgr. David Rajsigl DiS
vedoucí underwriter
Kooperativa pojišťovna a.s.
Vienna Insurance Group

Příloha č. 1 k pojistné smlouvě**AVIATION LIABILITY INSURANCE**

The Insurers hereby agree to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgment be adjudged to pay up to but not exceeding the amounts specified in the Policy, to any person or persons as damages

(a) for bodily injury including death at any time resulting there-from (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 Policy and arising out of their activities and duties as provider of air traffic control services.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

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 Insured, or liability for which the Insured may be held liable under any workman's compensation, unemployment compensation or disability benefits law or any similar law.
2. THIS POLICY DOES NOT COVER 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.
3. THIS POLICY DOES NOT COVER property damage to property owned or occupied or in the care, custody or control of the Insured other than:
 - (a) Aircraft the property of others when not operated by or on behalf of the Insured.
 - (b) Vehicles not the property of the Insured while on the premises specified in the Policy.
4. THIS POLICY DOES NOT COVER bodily injury or property damage caused by:
 - (a) any mechanically propelled vehicle which the Insured may cause to use on the road in such a manner as to render them responsible for insurance under any domestic law appertaining to road traffic.
 - (b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on behalf of the Insured.
5. THIS POLICY DOES NOT COVER bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways, or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Insurers.
6. THIS POLICY DOES NOT COVER claims against the Insured for loss of use, loss of profits or any other consequential losses based solely on the Insured's failure to provide air traffic control service.

Payment of costs:

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

PROVIDED THAT in the event of their requiring any claim to be contested:

- (a) If the claim be successfully resisted by the Insured the Insurers will pay all costs, charges and expenses incurred by the Insured 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 Insurers to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the sum insured by this Policy bears to the amount paid to dispose of the claim.

Definition:

OCCURRENCE. The word "Occurrence" shall be understood to mean an accident or a continued or repeated exposure to conditions during the Period of Insurance, which results in bodily injury or property damage provided the bodily or property damage is accidentally caused. All damages arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one occurrence.

General Conditions:

1. Upon the happening of any Occurrence likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to Insurers as soon as possible after the same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.
2. All notices as specified above shall be given by the Insured to the person(s) named for this purpose in the Policy.
3. If at the time of any bodily injury or property damage claim there is or but for the existence of this Policy would be any other policy of insurance in favour of or effected by or on behalf of the Insured applicable to such claim, the Insurers shall not be liable under this Policy to indemnify the Insured in respect of such claim except for any excess beyond the amount which would be payable under such insurance had this Policy not been effected.
4. It is a condition precedent to the right of the Insured 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 Insurers immediately.
 - (b) No liability shall be admitted and no sum or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured 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 Insured shall give all such information and assistance as Insurers may require.
 - (c) The Insured shall and will at all times exercise reasonable care in seeing that the machinery/appliances and procedures used in the Insured's business are substantial and sound and in proper order, and that all reasonable safeguards and precautions against accidents are provided and used.
 - (d) The Insured shall comply with all International and Government Regulations and Civil Instructions.

This policy shall be governed by and construed in accordance with the law of the Czech Republic and each party agrees to submit to the exclusive jurisdiction of the Courts of the Czech Republic.

THIS POLICY is subject to the following Clauses and Contractual Agreements (furthermore as "Contractual Agreements"):

AVN 60A – Personal Injury Extension (Amended)
LSW 499 – Non owned Aircraft Liability (Amended)
Contractual Agreement – Contractual Agreement
Contractual Agreement - Liability of Contractors and Sub-contractors
Contractual Agreement - Safety / Risk Management Programme
AVN 14 – Limitation of Liability Clause (Joint Insureds)
Contractual Agreement - "U.S. Terrorism Risk Insurance Act of 2002"
Several Liability Notice
LPO 438B - Simultaneous settlement clause (reinsurance)
AVN 72 – Contracts (Rights of Third Parties) Ac 1999 Exclusion Clause
AVN 6A – Premium payment clause
AVN 2000A – Date Recognition Exclusion Clause
AVN 46B – Noise and Pollution and Other Period Exclusion Clause
AVN 48B – War, Hi-Jacking and Other Period Exclusion Clause (Aviation)
AVN 52G – Extended coverage endorsement (aviation liabilities)
2488AGM00003 – Asbestos Exclusion Clause
AVN38B – Nuclear Risks Exclusion Clause
Excess Non-Aviation Liability
AVN 2001A – Date Recognition Coverage Clause
AVN 2002A – Date Recognition Limited Coverage Clause
Liability in respect of property damage to rented , leased or occupied premises
370JLT00072/901JLT00072 – Premises Medical Expense Extension
AVN 111 01.10.10 – Sanctions and Embargo Clause
LMA5396 – Communicable disease exclusion
LMA5391 – Coronavirus Exclusion
LMA5450 – Software Affirmation Clause
AVN124 – Data Event Clause

VŠEOBECNÉ POJISTNÉ PODMÍNKY PRO POJIŠTĚNÍ LETECKÉ ODPOVĚDNOSTI

V rozsahu a způsobem dále uvedeným, uhradí pojistitelé jménem pojištěného veškeré částky, které je pojištěný povinen uhradit podle zákona, nebo na základě soudního rozhodnutí, třetí straně, nebo stranám, za škody, které jim způsobil:

- (a) na zdraví nebo životě, nebo
- (b) na věci (ztrátou nebo poškozením)

v důsledku činnosti vyplývající z poskytování služeb řízení letového provozu. Podmínkou je, že k pojistné události došlo v době platnosti pojistné smlouvy.

Výluky z pojištění:

1. POJIŠTĚNÍ SE NEVZTAHUJE na škody způsobené na zdraví nebo životě, které byly způsobeny osobě nebo osobám, které byly v době vzniku škody v zaměstnaneckém poměru k pojištěnému, nebo pokud pojištěný za takové škody odpovídá podle zákona o odpovědnosti zaměstnavatele za pracovní úrazy a nemoci z povolání, případně podle jiné právní úpravy.
2. POJIŠTĚNÍ SE DÁLE NEVZTAHUJE na odpovědnost pojištěného vyplývající z dohody, kterou uzavřel nad rámec odpovědnosti stanovené zákonem (smluvní odpovědnost). Pojištění se však vztahuje na takové škody, za které by pojištěný odpovídal i v případě, že by takovou dohodu neuzavřel.
3. POJIŠTĚNÍ SE DÁLE NEVZTAHUJE na škody na věci, kterou pojištěný vlastní, obývá, má ji ve své péči nebo pod svou kontrolou. Tato výluka se nevztahuje na:
 - (a) letadla, která nejsou ve vlastnictví pojištěného, pokud nejsou provozována pojištěným nebo jeho jménem
 - (b) vozidla, která nejsou ve vlastnictví pojištěného, ale nachází se na adrese uvedené v pojistné smlouvě
4. POJIŠTĚNÍ SE DÁLE NEVZTAHUJE na škody na zdraví nebo na věci, které byly způsobeny:
 - (a) jakýmkoliv mechanicky poháněným vozidlem, které má oprávnění k provozu na veřejných komunikacích a na které se vztahuje zákon o povinném pojištění odpovědnosti z provozu motorových vozidel.
 - (b) jakoukoliv lodí, plavidlem nebo letadlem, které je vlastněno, pronajímáno nebo provozováno pojištěným nebo jeho jménem.
5. TOTO POJIŠTĚNÍ SE NEVZTAHUJE na škody na zdraví nebo na věci způsobené v důsledku stavební činnosti, demoličních prací nebo prací vykonávaných za účelem úprav budov, ranvejí nebo instalací a pokud jsou takové práce prováděny pojištěným nebo jeho dodavatelem nebo subdodavatelem (s výjimkou prací prováděných za účelem běžné údržby) a pokud nebylo zahrnutí takovéto odpovědnosti předem schváleno pojistiteli.
6. TOTO POJIŠTĚNÍ SE NEVZTAHUJE na nároky vznesené vůči pojištěnému v souvislosti se ztrátou použitelnosti, ztrátou zisku nebo jakoukoliv jinou následnou škodou, ke které došlo výhradně v souvislosti se selháním pojištěného poskytnout služby řízení letového provozu.

Pojištěné náklady:

Nad rámec sjednaného limitu plnění uvedeného v pojistné smlouvě se pojistitelé zavazují uhradit veškeré právní a další náklady, vzniklé se souhlasem pojistitelů, vynaložené na obhajobu a soudní řízení v případě vzneseného nároku na náhradu škody proti pojištěnému.

Ujednává se však, že v případě požadavku na náhradu těchto nákladů platí:

- (a) Jestliže bude škoda pojištěným úspěšně odvrácena, pojistitelé uhradí všechny náklady, poplatky a výdaje, které pojištěný na odvrácení této škody vynaložil, maximálně však do výše odpovídající limitu plnění sjednaného v pojistné smlouvě.
- (b) Jestliže náklady převyšují částku odpovídající limitu sjednanému v pojistné smlouvě, závazek pojistitelů uhradit jakýkoliv náklad, poplatek nebo výlohy v této souvislosti bude snížen ve stejném poměru, ve kterém tyto náklady, poplatky nebo výlohy převyšují částku odpovídající limitu sjednanému v pojistné smlouvě.

Výklad pojmů:

UDÁLOST: Pod pojmem „událost“ se rozumí nehoda, nebo pokračující nebo opakující se ohrožení během platnosti pojistné smlouvy, které má za následek škodu na zdraví nebo na věci. Platí však, že taková škoda na zdraví nebo na věci musí vzniknout v důsledku nehody. Všechny škody vzniklé z jedné příčiny jsou považovány za škody vzniklé v důsledku jediné události.

Obecné podmínky:

1. Jestliže dojde k události, která může mít za následek škodu podle této pojistné smlouvy, nebo pokud pojištěný obdrží oznámení o jakékoliv škodě nebo následném jednání, které může mít za následek škodu, má pojištěný za povinnost tuto skutečnost oznámit pojistitelům co nejdříve. Pojištěný dále předá pojistitelům jakýkoliv dopis, nárok, oznámení nebo výzvu, a to ihned po jejich obdržení.
2. Veškerá oznámení uvedená výše budou pojištěným předána osobě nebo osobám uvedeným pro tyto účely v pojistné smlouvě.
3. Jestliže má v době vzniku škody pojištěný uzavřenou ještě jinou pojistnou smlouvu, podle níž je možné uplatnit vzniklou škodu, tato pojistná smlouva se na takovou událost nebude vztahovat kromě té části škody, která převyšuje pojistnou částku sjednanou v té pojistné smlouvě, z níž se škoda uplatňuje.
4. Podmínkou pro vyplacení pojistného plnění podle této pojistné smlouvy je, že:
 - (a) veškeré změny, které mění materiální povahu pojištěného rizika, musí být pojistiteli oznámeny okamžitě,
 - (b) pojištěný neuzná svou odpovědnost ani neposkytne žádnou částku nebo platbu nárokovateli straně bez písemného souhlasu pojistitele, který bude oprávněn převzít obhajobu pojištěného, jednat jménem pojištěného ve věci nároku na náhradu škody vedeném proti pojištěnému a veškerá jednání a úhrady nároků na náhradu budou provedeny na základě vlastního uvážení pojistitele. Pojištěný poskytne pojistiteli veškeré informace a asistenci, kterou může pojistitel požadovat,
 - (c) pojištěný bude po celou dobu platnosti pojištění udržovat veškerá zařízení a postupy určené k činnosti pojištěné touto pojistnou smlouvou v pořádku, bude dodržovat veškerá bezpečnostní opatření a bude postupovat tak, aby bylo možné co nejvíce předejít vzniku pojistné události,
 - (d) pojištěný je povinen postupovat v souladu s mezinárodním i místním právem a nařízeními.

Tato pojistná smlouva se řídí právem České republiky a každá strana souhlasí s tím, že veškeré soudní spory budou vedeny u příslušného soudu České republiky.

TOTO POJIŠTĚNÍ se řídí dále následujícími doložkami a smluvními ujednáními (dále uváděné jako

Smluvní ujednání):

Smluvní ujednání AVN 60A o pojištění odpovědnosti za škody způsobené formou osobní újmy

Smluvní ujednání LSW 499 o pojištění odpovědnosti za škody způsobené osobám v souvislosti s provozem cizího letadla

Smluvní ujednání o smluvní odpovědnosti

Smluvní ujednání o zahrnutí dodavatelů a sub-dodavatelů do pojištění

Smluvní ujednání o příspěvku do Program Risk Managementu a bezpečnosti

Smluvní ujednání AVN 14 o omezení odpovědnosti

Smluvní ujednání "U.S. Terrorism Risk Insurance Act of 2002"

Smluvní ujednání o oddělitelnosti závazků pojistitelů

Smluvní ujednání LPO 438B o simultánní úhradě pojistných událostí

Smluvní ujednání AVN 72 o vyloučení pojištění odpovědnosti osob bez oprávnění ze strany pojištěného

Smluvní ujednání AVN 6A o platbě pojistného a výpovědní lhůtě

Smluvní ujednání o omezeném krytí rizik spojených s přechodem dat AVN 2000A

Smluvní ujednání o vyloučení škod způsobených nadměrným hlukem, zamořením a podobnými riziky AVN 46B

Smluvní ujednání o vyloučení rizika války, únosu a podobných rizik AVN 48B

Smluvní ujednání AVN 52G o rozšíření krytí (pojištění leteckých škod)

Smluvní ujednání o vyloučení škod způsobených azbestem 2488AGM00003

Smluvní ujednání o vyloučení škod způsobených radioaktivním zamořením AVN38B

Smluvní ujednání o nadlimitním krytí odpovědnosti jiné než letecké

Smluvní ujednání AVN 2001A o krytí rizik spojených s přechodem dat

Smluvní ujednání AVN 2002A o omezeném krytí rizik spojených s přechodem dat

Smluvní ujednání o odpovědnosti za majetkové škody způsobené na objektech, které má pojištěný pronajaté, užívá na leasing nebo obývá

Smluvní ujednání 370JLT00072/901JLT00072 o nákladech na léčebné výlohy

Smluvní ujednání AVN 111 01.10.10 – sankce a embarga

Smluvní ujednání LMA5396 – vyloučení odpovědnosti z nakažlivých chorob

Smluvní ujednání LMA5391 – koronavirus - výluka

Smluvní ujednání LMA5450 – potvrzení rozsahu pojištění - software

Smluvní ujednání AVN124 – doložka – datová událost

Příloha č. 2 k pojistné smlouvě**CONTRACTUAL AGREEMENTS****Personal injury extension (Amended)**

The insurance provided by this Policy extends to include the Named Insured's legal liability for damages awarded to any person arising out of one or more of the following offences committed during the Period of Insurance but only where such offences are committed in the 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 Named 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 the Insurance provided by this extension:-

- (a) liability assumed by the Named Insured under any contract or agreement
- (b) personal injury arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Named Insured
- (c) personal injury 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 for personal injury sustained by any person directly or indirectly related to the past, present or potential employment of such person by the Insured.

The limit of liability applicable to Personal Injury claims shall be USD 25.000.000,- (or currency equivalent at time of settlement) any one offence and in the aggregate during the Policy period being within the overall Policy limit and not in addition thereto.

With respect to coverage provided under paragraph 3 General Conditions attaching to and forming part of this Policy, cover as provided under this Endorsement only applies in the event the operator's policy contains the same or similar cover.

The overall limit of liability in the event of a combined claim under the operator's policy and this Endorsement shall not exceed the limit stated in this Endorsement.

All other terms and conditions of the Policy remain unchanged.

AVN 60A

Non-owned aircraft liability LSW 499 (Amended)

The Insurers hereby agree to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgment b adjudged to pay up to but not exceeding the amounts specified in the Policy, to any person or persons as damaged:

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

because of an Occurrence arising out of the use of the Aircraft.

THIS ENDORSEMENT IS SUBJECT TO THE FOLLOWING ADDITIONAL EXCLUSION:

THIS ENDORSEMENT DOES NOT APPLY when the Aircraft is used by the Insured for the carriage of passengers or cargo for hire or reward.

THIS ENDORSEMENT DOES NOT APPLY while the Aircraft is used for any purpose other than the training of prospective air traffic control operators.

THIS ENDORSEMENT DOES NOT APPLY to liability for loss or damage to the Aircraft or any consequential loss arising there-from.

THIS ENDORSEMENT DOES NOT APPLY to any claim arising out of financial default or insolvency.

THIS ENDORSEMENT IS SUBJECT TO THE FOLLOWING ADDITIONAL DEFINITION:

AIRCRAFT. The term "Aircraft" wherever used herein shall be understood to mean an aircraft:

which does not exceed a maximum passenger seating capacity of 15, and

in which the Insured has no interest as owners in whole or in part, and

in which the Insured exercises no part in the servicing or maintenance thereof, and

in which the Insured exercised no part in the operation thereof nor in the appointment or provision of personnel for this purpose, However, this paragraph (iv) does not apply whist aircraft are chartered by the Insured as part of their training for prospective air traffic control operators.

All other terms and conditions of the Policy remain unchanged.

LSW 499

Contractual Agreements

Notwithstanding Exclusion 2:

The inclusion of additional Insured, hold harmless agreements, indemnities, severability of interest, repair agreements, waiver of subrogation, breach of warranty, contractual liability /agreements, agreed by the insurers of previously issued policies are automatically incorporated herein.

The Insured may enter into agreements requiring the inclusion hereunder of additional Insureds, hold harmless agreements, indemnities, severability of interest, repair agreements, waivers of subrogation, breach of warranty, contractual liability/agreements, providing the inclusion of such agreements is within the scope of their normal operations.

Any new agreement not falling within the scope of paragraphs 1. or 2. above are held covered subject to agreement by Insurers as soon as possible.

Nothing contained herein shall be considered to extend the scope of this Policy to risks not otherwise insured hereunder or to alter any cancellation provisions contained in this Policy which shall remain paramount.

All other terms and conditions of the Policy remain unchanged.

Contractors and Sub-contractors Liability

Notwithstanding Exclusion 5:

Subject to prior agreement by Insurer, this Policy includes coverage for the liability of contractors and sub-contractors employed for the benefit of the Insured and arising out of work at Airports and other facilities or locations owned or managed by the Insured or for which they are responsible, up to contract values of EUR 1,000,000. Contracts in excess of this amount are to be agreed by Contract Leader only.

All other terms and conditions of the Policy remain unchanged.

Safety / Risk Management Program

Subject to agreement by Insurers, it is agreed to allow the Insured up to EUR 20,000 for a safety / risk management program to be provided, at Insurers' expense, by external consultant(s).

All other terms and conditions of the Policy remain unchanged.

Limitation of liability clause (joint insureds)

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Policy.
AVN 14

U.S. Terrorism Insurance Act of 2002 as amended

Not purchased clause LMA 5053

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords not coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Simultaneous settlement clause (reinsurance) LPO 438B

Reinsurers agree to pay their share of any loss hereon simultaneously with insurers participating in the original insurance.

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

Premium payment clause

- 1) It is understood and agreed that the premium due at the inception of this Policy shall be payable in the following instalments:
- 2) In the event of a claim hereunder which exceeds the instalments of premium paid on this Policy, the instalments of premium then outstanding shall become payable forthwith.
- 3) Notwithstanding any cancellation provision contained within the Policy, in the event that an instalment of premium is not paid by its due date Insurers shall have the right to terminate the cover afforded by the Policy to the Insured and any other party(ies) protected thereby, whether by endorsement or otherwise, by the giving of not less than Thirty (30) days notice in writing to the Appointed Broker. Notice shall be deemed to commence from the date such notice is given by the Insurers.

AVN 6A

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 to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

- (1) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Policy period and arising out of a risk insured under the Policy; and/or
- (2) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph (2) and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

PROVIDED THAT:

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

With respect to coverage provided under Endorsement No. 3 attaching to and forming part of this Policy, cover as provided under this Endorsement only applies in the event the operator's policy contains the same or similar cover. The overall limit of liability in the event of a combined claim under the operator's policy and this Endorsement shall not exceed the limit stated in this Endorsement.

All other terms and conditions of the Policy remain unchanged.

AVN 2000A

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.

AVN 46B

Dodavatel uvádí znění doložky AVN48B níže. Ujednání dle této doložky se vztahuje na 100% rizika/zajištění.

AVN 48B - War, Hi-Jacking and Other Period 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 there-from 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).

AVN 48B

Dodavatel uvádí znění doložky AVN52G níže. Ujednání této doložky se vztahuje na 100% rizika/zajištění.

AVN 52G - 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 of (viz policy), it is hereby understood and agreed that with effect from 1st October 2017, 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 a sub-limit of USD 150,000,000 or the applicable Policy limit whichever the lesser 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:

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

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

5. REVIEW AND CANCELLATION

- (a) Review of Premium and/or Geographical Limits (7 days)
Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.
- (b) Limited Cancellation (48 hours)
Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of Clause AVN 48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.
- (c) Cancellation (7 days)
The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.
- (d) Notices
All notices referred to herein shall be in writing.
AVN 52G 17.10.01
(applicable to coverage provided to service providers)

Asbestos exclusion clause 2488AGM00003

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 defense 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.

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 there-from or any consequential loss
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1) (b) and (c) above shall not include:
- (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (3) This 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;
- 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 ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10-4 microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10-5 microcuries/cm ²)

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

AVN 38B

Excess Non-Aviation Liability

Non-Aviation Liability USD 15 000 000 (or currency equivalent) any one occurrence (and in the aggregate where the primary/underlying is in the aggregate) in excess of specified primary/underlying limits as per Schedule of Underlying Insurances to be agreed by Contract Leader only.

The coverage is provided as per Excess Non-Aviation Endorsement

EXCESS NON AVIATION LIABILITY ENDORSEMENT COVER

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence arising from the risks and hazards covered by the underlying legal liability Policy(ies) as Policy Schedule or such other underlying legal liability policies as may be agreed by Insurers arising from Occurrences happening during the period of this Policy but the Insurers will only pay up to an Ultimate Net Loss to the Insured of the amount stated in the Policy Schedule excess of an Ultimate Net Loss to the Insured of the limit of liability of the relevant underlying policy.

If any of the hazards covered by this section are subject to an aggregate limit of liability in the Underlying insurance then the limit of liability under this Policy shall, as respects such hazard, apply in the aggregate for the period of this Policy.

CONDITIONS**INCURRING OF COSTS**

In the event of claim or claims arising which appear likely to exceed the underlying limits, no Costs shall be incurred by Insured without consent of Insurers.

APPORTIONMENT OF COSTS

Costs incurred by or on behalf of the Insured with the consent of Insurers, and for which the Insured is not covered by the underlying insurers, shall be apportioned as follows:

Should any claim or claims become adjustable prior to the commencement of trial for not more than the underlying limit(s) then no Costs shall be payable by the Insurers.

Should, however, the amount for which the said claim or claims may be so adjustable exceed the underlying limit(s) then the Insurers shall contribute to the Costs incurred by or on behalf of the Insured in ratio to that of their proportion of the Ultimate Net Loss as finally adjusted bears to the whole amount of such Ultimate Net Loss.

In the event that the Insured elects not to appeal a judgment in excess of the underlying limit(s) the Insurers may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Insurers exceed their limit(s) of liability as provided for herein, plus the expenses of such appeal.

APPLICATION OF RECOVERIES

All recoveries or payments recovered or received subsequent to a loss settlement under this section shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured and Insurers, provided always that nothing herein shall be construed to mean that losses under this section are not payable until the Insured's Ultimate Net Loss has been finally ascertained.

ATTACHMENT OF LIABILITY

Liability to pay under this section shall not attach unless and until the underlying insurers shall have admitted liability for the underlying limit(s) or unless and until the Insured has by final judgment been adjudged to pay an amount which exceeds such underlying limits and then only after the underlying insurers have paid or have been held liable to pay the full amount of the underlying limit(s).

MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this Policy that the underlying policies shall be maintained in full effect during the currency of this Section except for any reduction of any aggregate limits contained therein solely by payment of claims in respect of Occurrences happening during the period of this Policy. If the underlying policies are not so maintained in full effect at all times during the currency of this Policy, coverage under this Policy shall immediately cease.

This section is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the renewal agreement, if any, the amount and limits of liability other than the deductible or self-insurance provisions, where applicable, and except as otherwise provided herein) as are contained in or as may be added to the underlying policy(ies).

OTHER INSURANCE

To the extent that there is other insurance providing coverage to the subject claim (other than underlying insurance or insurance that is specifically intended to be excess of this Policy), the liability of the Insurers under this Policy shall be limited to their rateable proportion of the claim.

EXCLUSION

This Policy does not apply to any loss suffered by the Insured as a result of the inability, refusal or failure to pay of the underlying policy Insurers for any reason whatsoever including, without limitation, any financial impairment, insolvency or liquidation.

ADDITIONAL DEFINITION

ULTIMATE NET LOSS Means the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the Policy/ies of the Underlying Insurers and shall exclude all expenses and costs.

Date Recognition Coverage Clause

(Amended so that the term Aircraft shall mean any non-owned aircraft for which coverage is afforded under the Non-Owned Aircraft Liability Section LSW499)

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/orloss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or
- accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

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.

Nothing in this Endorsement shall provide any coverage:

in respect of grounding of any aircraft; and/or
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.

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.
AVN 2001A
(Applicable to Hull and Aircraft Liability Coverage)

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 to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

- (1) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Policy period and arising out of a risk insured under the Policy; and/or
- (2) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph (2) and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.
2. Nothing in this Endorsement shall provide any coverage:
 - (a) applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
 - (b) in respect of grounding of any aircraft; and/or
 - (c) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.
AVN 2002A
(Applicable to non Aircraft Liability only)

Liability in respect of property damage to rented, leased or occupied premises

Insured's liability in respect of property damage to premise of others which are rented, leased or occupied by the Insured in respect of their aviation operations and which is caused by an occurrence. The limit applicable to this extension is EUR 5.000.000 any one occurrence such limit being part of and not in addition to the Sum Insured.

Premises Medical Expense Extension

The coverage provided by Section 1 is extended to pay all reasonable expenses incurred within one year from the date of an Occurrence for necessary medical, surgical, ambulance, hospital and professional nursing services, to or for each person who sustains bodily injury caused by an Occurrence.

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

The Amount of Indemnity applicable to this coverage shall not exceed EUR 5 000 000 any one Occurrence, such limit being included within, and not in addition to, the Amount of Indemnity applicable to Section 1.

Coverage hereon shall be excess insurance over any other valid and collectible insurance available to the Insured.

Subject to policy terms, conditions, limitations and exclusions.

370JLT00072/901JLT00072

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 authorization 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

COMMUNICABLE DISEASE EXCLUSION

(For use on liability policies)

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LMA5396

17 April 2020

CORONAVIIRUS EXCLUSION

This Insurance does not cover any claim in any way caused by or resulting from:

Coronavirus disease (COVID-19);

Severe acute respiratory syndrome coronavirus 2 (SARS – CoV-2);

any mutation or variation of SARS – CoV -2;

any fear or threat of a), b) or c) above.

LMA5391

04 March 2020

Software Affirmation Clause

1. Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in this Policy.

2. No additional limit(s) of coverage shall be conferred by paragraph 1 of this Clause.

3. For the purposes of this Clause, Software shall mean programs, source codes, scripts, applications and other operating information used to instruct computers to perform one or more task(s).

LMA5450

5 October 2020

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.