

Příloha smlouvy č. 5786926191 Czech Airlines Handling, a.s., Czech Airlines Technics, a.s.

Doložky:

- AVN 98 Aviation Products, Grounding and Other Aviation Liability Wording v rozsahu
Oddílu 1 (Products & Grounding)
Oddílu 5 (Premises & Hangarkeepers) (Amended)
(dále jen „**AVN98**“),
- Aircraft Spares Wording LPO 344C (dále jen „**LPO344C**“),
- LSW 555D Aviation Hull War and Allied Perils Insurance (dále jen „**LSW555D**“),
- AVN 38B – Nuclear Risks Exclusion Clause (dále jen „**AVN38B**“),
- AVN 46B – Noise and Pollution and Other Perils Exclusion Clause (dále jen „**AVN46B**“),
- AVN 48B – War, Hi-jacking and Other Perils Exclusion Clause (Aviation) (dále jen „**AVN48B**“),
- AVN 111 – Sanctions and Embargo Clause (dále jen „**AVN111**“),
- AVN 2000A – Date Recognition Exclusion Clause (dále jen „**AVN2000A**“),
- AVN 2002A – Date Recogniton Limited Coverage Clause (dále jen „**AVN2002A**“),
- LMA 5450 Software Affirmation Clause (dále jen „**LMA5450**“)
- LIIBA Aviation 001 Electronic Data Event Liability Exclusion (dále jen „**LIIBA Aviation 001**“)
- 2488 AGM 0003 – Asbestos Exclusion Clause (dále jen „**2488AGM 0003**“)
- LMA5396 – Communicable Desease Exclusion Clause (dále jen „**LMA5396**“)
- AVN72 Contracts (Rights of Third Parties) Act 1999 Exclusion Clause (dále jen „**AVN72**“)
- AVN 60A - Personal injury extension (dále jen „**AVN 60A**“) – pouze pro Sekci 5
- AVN 100A Fraudulent Claims Clause (dále jen „**AVN100A**“),
- AVN 108A Corporate Defence Costs Extension (dále jen „**AVN108A**“),
- AVN52E/G Extended Coverage Endorsement (Aviation Liabilities) (dále jen „**AVN52E/G**“),
- AVN617H Tokio Marine Kiln – Geographic Areas Exclusion Clause (dale jen „**AVN617H**“)
- LIIBA Aviation AV003 Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (“the Amendment Endorsement”) LIIBA Aviation AV003 05.10.23 (dále jen „**LIIBA Aviation AV003**“),
- Global 191A Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (dále jen „**Global 191A**“)
- Global 191B Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (“the Amendment Endorsement”) (dále jen “**Global 191B**“).
- TEC clause Claims Jurisdiction Exclusion IUA 09-089 (dale jen “**TEC Clause**”)

AVIATION PRODUCTS, GROUNDING AND OTHER AVIATION LIABILITIES INSURANCE

CONTENTS

	PAGE
SCHEDULE	1-3
SECTION ONE AVIATION PRODUCTS AND GROUNDING LIABILITY INSURANCE	4-8
SECTION TWO WORKING PARTIES LIABILITY INSURANCE	9-11
SECTION THREE AIRCRAFT THIRD PARTY AND PASSENGER LIABILITY INSURANCE	12-15
SECTION FOUR AIRPORT LIABILITY INSURANCE	16-18
SECTION FIVE AVIATION PREMISES AND HANGARKEEPERS' LIABILITY INSURANCE	19-21
AVIATION PRODUCTS RECALL EXTENSION	22-23
PERSONAL INJURY EXTENSION	24
GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS	25-29
GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS	30-32

AVN 98 7.3.07

THE SCHEDULE

THE INSURED:

THE ADDRESS OF THE INSURED:

POLICY PERIOD:

Commencing

Ending

both days inclusive

PREMIUM:

CANCELLATION:

If the premium is on a non-adjustable basis, the premium to be retained by the Insurers in the event of cancellation by the Insured shall be calculated by reference to Cancellation Scale (A) or (B)* attached.

* Delete as appropriate

THE INSURERS' AUTHORISED AGENTS:

LIMITS OF LIABILITY:

Where any Sections or Extensions are not insured, the words "Not insured and omitted hereunder" to be inserted against such Sections or Extensions.

Aviation Products and Grounding Liability Insurance - Section One

Coverage A - Aviation Products Liability

_____ any one Occurrence and in the Aggregate in respect of all Occurrences.

Coverage B - Grounding

_____ any one Grounding and in the Aggregate in respect of all Groundings.

Coverage A and Coverage B Combined.

_____ Aggregate

Working Parties Liability Insurance - Section Two

_____ any one Occurrence.

Aircraft Third Party and Passenger Liability Insurance - Section Three

_____ any one Occurrence.

Airport Liability Insurance - Section Four

_____ any one Occurrence.

The airport(s) in or about which the indemnity granted by this Section is to apply:

Aviation Premises and Hangarkeepers' Liability Insurance - Section Five

_____ any one Occurrence.

Deductible in respect of In Flight Hangarkeepers' Liability_____

Aviation Products Recall Extension

_____ any one recall and in the Aggregate, being within the Limit of Liability of Section One and not in addition thereto.

Personal Injury Extension

_____ any one offence and in the Aggregate, being within the Limit of Liability over all Sections to which it attaches and not in addition thereto.

GEOGRAPHICAL LIMITS

AVN 98 7.3.07

The Insurers, in consideration of the payment of premium and in reliance upon the information provided by the Insured to the Insurers and subject to the terms, conditions, limitations and exclusions of this Policy, agree as follows:

AVIATION PRODUCTS, GROUNDING AND OTHER AVIATION LIABILITIES INSURANCE

SECTION ONE

AVIATION PRODUCTS AND GROUNDING LIABILITY INSURANCE

COVERAGE A - AVIATION PRODUCTS LIABILITY

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 out of the Products Hazard.

Exclusions Applicable to Coverage A

This Coverage A does not apply to:

- (A) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (B) loss of use of any Aircraft which has not been damaged or destroyed.
- (C) legal liability imposed upon the Insured solely by reason of the Insured's ownership of an Aviation Product.
- (D) legal liability arising from any restriction on or withdrawal from use of an Aviation Product not actually involved in an Occurrence.
- (E) Property Damage to
 - (i) any Space Vehicle or Satellite or any Aviation Product forming a part of such Space Vehicle or Satellite whether partially or wholly completed nor to any expenses incurred incidental to or resulting from the replacement or repair of such Space Vehicle or Satellite and
 - (ii) any Space Vehicle or Satellite belonging to a third party whether partially or wholly completed after such Space Vehicle or Satellite has been delivered to a launch site, but this exclusion shall not apply if such Property Damage is caused by an Aircraft or an Aviation Product forming a part of such Aircraft.
- (F) Property Damage to any Launch Vehicle or any Aviation Product forming a part of such Launch Vehicle or to any expenses incurred incidental to or resulting from the replacement or repair of such Launch Vehicle, but this exclusion shall not apply if such Property Damage is caused by an Aircraft or an Aviation Product forming part of such Aircraft.

COVERAGE B - GROUNDING LIABILITY

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for the loss of use of completed Aircraft, occurring after delivery to and acceptance by a purchaser or purchasers or operator or operators of such Aircraft for flight operations, and caused by a Grounding resulting from an Occurrence arising out of the Products Hazard.

Exclusions Applicable to Coverage B

This Coverage B does not apply to:

- (A) loss of use of any Aircraft occurring during maintenance, routine overhaul or alteration, or whilst being modified for purposes other than those relating to Grounding.
- (B) loss of use of any Military Aircraft.
- (C) loss of use of any Space Vehicle, Satellite or Launch Vehicle.
- (D) any Aircraft after it is designated by the Prime Manufacturer or required by the direction of the Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority to be removed from all flight operations due to its certificate of airworthiness being withdrawn by reason of the Aircraft's safe operational life having been reached or exceeded.

PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage or loss of use even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
 - (i) Costs and expenses incurred in the defence of any such suit;
 - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
 - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section. However, the Insurers shall not be obligated to defend any suit or pay any costs, expenses and premiums incurred after the aggregate Limit of Liability under this Section has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurers.

EXCLUSIONS APPLICABLE TO COVERAGES A AND B

This Section does not apply to:

- (A)** legal liability arising from the handling or use of any Aviation Product Owned by or loaned to the Insured or, except with respect to Grounding coverage, whilst such Aviation Product is in the possession or under the control of the Insured.
- (B)** Property Damage to property owned by, rented, leased, occupied or used by or in the care, custody or control of the Insured at the time of the Occurrence except with respect to a completed Aircraft temporarily returned to the Insured for modification or repair or whilst being flown by aircrew of the Insured after acceptance by a purchaser or lessee.
- (C)** loss of use of any Aircraft:
 - (i) caused by the culpable failure of the Insured to perform any obligation with respect to making available or delivering an Aviation Product to the purchaser or operator of such Aircraft.
 - (ii) occurring during the period that the Insured does not use reasonable diligence to find and eliminate the cause of the loss of use.
- (D)** legal liability for the cost or expense of the Insured for the inspection, repair, alteration, modification, replacement of or for work completed by or on behalf of the Insured to an Aviation Product or any property of which it forms part by reason of a defect or deficiency known or suspected to exist in an Aviation Product not actually involved in an Occurrence.
- (E)** any liability for Property Damage to any property of any government which in the absence of this insurance is assumed by any government under any contract or agreement or otherwise, nor does the premium for this insurance contemplate such coverage.

DEFINITIONS

Wherever used in this Section the following terms apply:

(A) Aircraft

Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/ hovercraft, lighter-than-air aircraft and helicopters.

(B) Aviation Product

Aviation Product means a completed Aircraft or Space Vehicle or Satellite and any article forming part thereof, or supplied for installation in, or for use in connection with, or for spare parts for, an Aircraft or Space Vehicle or Satellite including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft or Space Vehicle or Satellite.

(C) Bodily Injury

Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.

(D) Grounding

Grounding means the complete and continuous withdrawal from all flight operations at or about the same time of one or more Aircraft due to a mandatory order of the Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority, because of an existing, alleged or suspected like defect, fault or condition affecting the safe operation of two or more like Aircraft and which results from an Occurrence.

A Grounding shall be deemed to commence from the date on which the first such order becomes effective following an Occurrence during the Policy Period and to continue until the date on which the last such order relating to the same existing, alleged or suspected like defect, fault or condition is withdrawn or becomes ineffective.

Such Grounding shall be deemed to fall in the Policy Period of the Occurrence which exposed such defect, fault or condition.

(E) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(F) Launch Vehicle

Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.

(G) Military Aircraft

Military Aircraft means an Aircraft owned by or used by or in the possession of the armed services of any government provided that Aircraft leased or chartered to the armed services of any government shall be deemed not to be Military Aircraft.

(H) Missile

Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.

After the arrival of a Missile at a launching site, such Missile shall be deemed not to be Owned by, loaned to, in the possession or control of or in flight by the Insured.

When the Insured removes a Missile from a launching site or recovers a Missile, after completion of its flight, for the purpose of returning it to the Insured's premises other than a launching site, such Missile shall be deemed to be in the possession or control of the Insured until such Missile again arrives at a launching site or the Insured surrenders possession of such Missile to a person or organisation who is not an Insured under this Section.

(I) Occurrence

Occurrence means an accident or incident (other than a Grounding) or a continuous or repeated exposure to conditions occurring during the Policy Period which arises out of the Products Hazard and causes Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(J) Owned by

An Aviation Product to which the Insured has retained title under a conditional sales contract, lease contract, chattel mortgage or similar lien, shall be deemed not to be Owned by the Insured.

(K) Prime Manufacturer

Prime Manufacturer means any manufacturer which sells its Aviation Product directly to and/or enters into a contract of sale with an Aircraft purchaser.

(L) Products Hazard

Products Hazard means the handling or use of (other than by the Insured) or the existence of any condition in an Aviation Product provided, as regards Coverage A - Aviation Products Liability - such Aviation Product has ceased to be in the possession or under the control of the Insured; nevertheless it is understood and agreed that the indemnity provided by this Section shall not be invalidated when a completed Aircraft is temporarily returned to the Insured for modification or repair or whilst being flown by aircrew of the Insured after acceptance by a purchaser or lessee.

(M) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

(N) Space Vehicle or Satellite

Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.

(O) Turnover

Turnover means the sale price of the Aviation Product(s) delivered during the Policy Period.

CONDITION

Knowledge and Consent Clause

In the event that an Aviation Product, sold as such and declared within the Turnover of this Section, is used for non-aviation purposes without the actual knowledge and consent of the Insured, the coverage provided by this Section shall not be invalidated and shall remain in full force and effect for any such product.

SECTION TWO

WORKING PARTIES LIABILITY INSURANCE

This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

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 in the course of any work or the performance of any duties carried out by or on behalf of the Insured in connection with the Insured's business or operations away from the Insured's premises in connection with any Aircraft Product including liability for Property Damage to such Aircraft Product.

PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS

With respect to the insurance afforded under this Section the Insurers will:

- (A)** Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B)** Pay the following:
 - (i) Costs and expenses incurred in the defence of any such suit;
 - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
 - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

EXCLUSIONS

This Section does not apply to:

- (A)** Property Damage to property in the care, custody and control of the Insured whilst on premises owned or occupied by the Insured.
- (B)** Property Damage to property owned by, rented to or leased by the Insured.
- (C)** Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after such goods or products have ceased to be in the possession or under the control of the Insured.
- (D)** the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- (E)** any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (F)** liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.

In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:

- (i) if there is no such applicable law;
- (ii) to the liability of the Insured to pay an amount which is excess of:
 - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not

- b) the limit of liability of the insurance policy effected by the Insured insuring such liability whichever is the greater.
- (G) Property Damage to any Space Vehicle or Satellite arising out of or in the course of any work thereon.**
- (H) Property Damage to any Launch Vehicle arising out of or in the course of any work thereon.**

DEFINITIONS

Wherever used in this Section the following terms apply:

(A) Aircraft

Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/ hovercraft, lighter-than-air aircraft and helicopters.

(B) Aircraft Product

Aircraft Product means a completed Aircraft and any article forming part thereof, or supplied for installation in, or for use in connection with, or for spare parts for an Aircraft including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft.

(C) Bodily Injury

Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.

(D) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(E) Launch Vehicle

Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.

(F) Missile

Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.

(G) Occurrence

Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(H) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

(I) Space Vehicle or Satellite

Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.

CONDITIONS

(A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

(B) Reasonable Care

The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured'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.

(C) Compliance

The Insured shall comply with all applicable international and government regulations and civil instructions.

SECTION THREE

AIRCRAFT THIRD PARTY AND PASSENGER LIABILITY INSURANCE

This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

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 and arising out of the operation:

- (I) by the Insured of aircraft as detailed in the Schedule of Aircraft, Pilots and Purposes of Use.
- (II) of other aircraft which the Insured may charter or hire during the Policy Period; always provided that the Insured:
 - (i) Has no interest in the aircraft as owner in whole or in part.
 - (ii) Exercises no part in the servicing or maintenance of the aircraft.
 - (iii) Declares to Insurers for their agreement details of such charter/hire prior to operation.

PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
 - (i) Costs and expenses incurred in the defence of any such suit;
 - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
 - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

EXCLUSIONS

This Section does not apply:

- (A) to Property Damage to property owned by, rented to or leased by the Insured.
- (B) whilst the aircraft is being used with the knowledge and consent of the Insured for any illegal purpose or whilst any aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use is used for any purpose other than that stated therein.
- (C) whilst an aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use is being piloted by any person other than as stated therein. However this exclusion shall be deemed not to apply to the taxiing of aircraft by an authorised engineer other than for the purpose of flight.
- (D) whilst the total number of passengers being carried in an aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use exceeds the maximum seating capacity of the aircraft, as stated therein.
- (E) whilst the total number of passengers being carried in an aircraft chartered or hired by the Insured and to which clause (II) of this section applies exceeds any maximum seating capacity agreed by Insurers at the time the charter/hire of such aircraft is declared to Insurers in compliance with clause (II) (iii) of this Section.
- (F) to any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or

to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.

(G) in respect of aircraft chartered or hired by the Insured and to which clause (II) of this Section applies:

- (a) to liability arising out of any product manufactured, sold, handled or distributed by the Insured
- (b) to liability for Property Damage to the aircraft
- (c) when the aircraft is used by the Insured for hire and reward.
- (d) to any liability arising out of the financial default, liquidation or insolvency of the operator's insurers.

DEFINITIONS

Wherever used in this Section the following terms apply:

(A) Bodily Injury

Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.

(B) Flight

Flight means the time commencing with the actual take-off run of the aircraft and continuing thereafter until it has completed its landing run. With respect to helicopters Flight shall be deemed to mean whilst the rotors are in motion.

(C) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof and any aircrew member while acting within the scope of their duties as such.

Notwithstanding the foregoing any aircrew member of an aircraft wet leased to the Insured shall be deemed not to be an Insured.

(D) Occurrence

Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(E) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

CONDITIONS

(A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

(B) Two or More Aircraft

When two or more aircraft are insured under this Section the terms hereof apply separately to each.

(C) Compliance with Air Navigation and Airworthiness Orders (applicable to aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use or operated by the Insured)

The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the aircraft and shall ensure that

- (a) the aircraft is airworthy at the commencement of each Flight
- (b) all log books and other records in connection with the aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their agents on request
- (c) the employees and agents of the Insured comply with such orders and requirements.

SCHEDULE OF AIRCRAFT, PILOTS AND PURPOSES OF USE

AIRCRAFT	TYPE	REGISTRATION	PASSENGER SEATING
-----------------	-------------	---------------------	--------------------------

PILOTS:

PURPOSE OF USE:

SECTION FOUR

AIRPORT LIABILITY INSURANCE

This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

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 in or about the airport(s) detailed in the Schedule and arising as a direct result of the services granted by the Insured, caused by the fault or negligence of the Insured or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business as airport owners or operators.

PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS

With respect to the insurance afforded under this Section the Insurers will:

- (A)** Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B)** Pay the following:
 - (i) Costs and expenses incurred in the defence of any such suit;
 - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
 - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

EXCLUSIONS

This Section does not apply to:

- (A)** Property Damage to property owned by, rented to, leased or occupied by, whilst being handled, serviced or maintained by the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the airport(s) specified in the Schedule.
- (B)** Bodily Injury or Property Damage caused by any ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of the Insured.
- (C)** liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.
In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:
 - (i) if there is no such applicable law;
 - (ii) to the liability of the Insured to pay an amount which is excess of:
 - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
 - b) the limit of liability of the insurance policy effected by the Insured insuring such liability whichever is the greater.
- (D)** Bodily Injury or Property Damage arising out of any airmeet, air race or air show or any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurers.
- (E)** Bodily Injury or Property Damage arising out of the construction of, demolition of or alterations to buildings, runways or installations by the Insured or their contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Insurers.

- (F) Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food and drink at the airport(s) specified in the Schedule.
- (G) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (H) liability arising out of the operation of an airfield control tower unless previously agreed by the Insurers.
- (I) the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

DEFINITIONS

Wherever used in this Section the following terms apply:

(A) Bodily Injury

Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.

(B) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(C) Occurrence

Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(D) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

CONDITIONS

(A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

(B) Reasonable Care

The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured'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.

(C) Compliance

The Insured shall comply with all applicable international and government regulations and civil instructions.

SECTION FIVE

AVIATION PREMISES AND HANGARKEEPERS' LIABILITY INSURANCE

This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

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 and arising out of the hazards set forth in Coverages A and B below.

COVERAGE A - AVIATION PREMISES LIABILITY

Bodily Injury or Property Damage occurring in or about the Insured's aviation premises as a direct result of the services granted by the Insured, caused by the fault or negligence of the Insured or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's aviation business.

Exclusions Applicable to Coverage A

This Coverage A does not apply to:

- (A)** Property Damage to property owned by, rented to, leased or occupied by, whilst being handled, serviced or maintained by the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the Insured's premises.
- (B)** Bodily Injury or Property Damage caused by any ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of the Insured, 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 Coverage B.
- (C)** liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.
In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:
 - (i) if there is no such applicable law;
 - (ii) to the liability of the Insured to pay an amount which is excess of:
 - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
 - b) the limit of liability of the insurance policy effected by the Insured insuring such liability whichever is the greater.
- (D)** Bodily Injury or Property Damage arising out of any airmeet, air race, or air show or any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurers.
- (E)** Bodily Injury or Property Damage arising out of the construction of, demolition of or alterations to buildings, runways or installations by the Insured or their contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Insurers.
- (F)** Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the Insured's premises.
- (G)** any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (H)** liability arising out of the operation of an airfield control tower unless previously agreed by the Insurers.

COVERAGE B - HANGARKEEPERS' LIABILITY

Property Damage to aircraft or aircraft equipment not owned, rented or leased by or loaned to the Insured occurring whilst in Flight or On the Ground in the care, custody or control of or whilst being serviced, handled or maintained by the Insured.

Exclusions applicable to Coverage B

This Coverage B does not apply to:

- (A)** Property Damage to robes, wearing apparel, personal effects or merchandise of any description.
- (B)** Property Damage to aircraft or aircraft equipment, owned, rented or leased by or loaned to the Insured.

PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS

With respect to the insurance afforded under this Section the Insurers will:

- (A)** Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B)** Pay the following:
 - (i) Costs and expenses incurred in the defence of any such suit;
 - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
 - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

EXCLUSION APPLICABLE TO COVERAGES A AND B

This Section does not apply to the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

DEFINITIONS

Wherever used in this Section the following terms apply:

(A) Bodily Injury

Bodily Injury means bodily injury, sickness or disease, including death at any time resulting therefrom.

(B) Flight

Flight means the time commencing with the actual take-off run of the aircraft and continuing thereafter until it has completed its landing run. With respect to helicopters Flight shall be deemed to mean whilst the rotors are in motion.

(C) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(D) Occurrence

Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(E) On the Ground

On the Ground means at all times the aircraft is not in Flight.

(F) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

CONDITIONS

(A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

(B) Reasonable Care

The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured'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.

(C) Compliance

The Insured shall comply with all applicable international and government regulations and civil instructions.

AVIATION PRODUCTS RECALL EXTENSION

For attachment to Section One

This Extension is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

The Insurers will reimburse the Insured for 90% of the Expenses incurred by or on behalf of the Insured for the recall of any Aviation Product(s) under a Mandatory Order of Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority issued during the Policy Period because of an existing, alleged or suspected like defect, fault or condition in an Aviation Product. All such Expenses incurred by the Insured shall attach to the Policy Period in which the Mandatory Order is issued.

DEFINITIONS

Wherever used in this Extension the following terms apply:

(A) Aircraft

Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/ hovercraft, lighter-than-air aircraft and helicopters.

(B) Aviation Product

Aviation Product means a completed Aircraft and any article forming part thereof or supplied for installation in, or for use in connection with, or for spare parts for an Aircraft, including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft.

(C) Expenses

Expenses means the reasonable and necessary costs of communications, transportation and advertising, the cost of hire of additional personnel, overtime payments to regular personnel and the out-of-pocket expenses of such personnel, exclusively incurred as a result of the recall and shall include costs necessarily incurred by the Insured for the physical examination of the Aviation Product and the costs incurred for the installation of a replacement Aviation Product but excluding the cost of such replacement Aviation Product.

(D) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(E) Launch Vehicle

Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.

(F) Mandatory Order

Mandatory Order means any order requiring immediate modification, inspection or action to be performed under the emergency airworthiness directives of the CAA or the immediately adopted rule or immediate safety-of-flight rules of the FAA, or the equivalent rule, directive or procedure of any similar civil aviation authority.

(G) Military Aviation Product

Military Aviation Product means an Aviation Product whilst owned by or used by or in the possession of the armed services of any government provided that an Aviation Product leased or chartered to the armed services of any government shall be deemed not to be a Military Aviation Product.

(H) Missile

Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.

(I) Space Vehicle or Satellite

Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.

EXCLUSIONS

This Extension does not apply to:

- (A) the recall of any Missile, Space Vehicle, Satellite or Launch Vehicle or any Aviation Product forming a part thereof.
- (B) the recall of any Military Aviation Product.
- (C) the cost of repair or replacement of, or the cost of any research and development to eliminate a defect, fault or condition in a recalled Aviation Product.
- (D) the loss of use of the Aviation Product the subject of the recall.
- (E) loss which is covered under Coverages A and B of Section One of the Policy to which this Extension is attached.
- (F) the recall of any Aviation Product after its safe operational life, as designated by the manufacturer or the CAA or FAA, or any similar civil aviation authority, has been reached or exceeded.

CONDITIONS

(A) Cancellation

This Extension will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Extension is attached, is cancelled or terminated.

(B) Notice of Fact or Circumstances

If the Insured becomes aware of any fact or circumstance which may reasonably be expected to give rise to a recall of any Aviation Product(s), the Insured shall immediately advise the CAA or FAA or any similar civil aviation authority and then give written notice to the Insurers as soon as practicable thereafter. Such notice shall be given to the Insurers through their authorised agents.

(C) Continued Recall After Policy Period

Should this Extension expire while a recall is in progress coverage hereunder shall continue in respect of such recall until the recall has been completed or until the Limit of Liability contained herein with respect to Expenses incurred has been exhausted or until the expiry of 12 months beyond the expiry of the Policy, whichever first occurs.

(D) Limit of Liability

The Limit of Liability of the Insurers shall be 90% of the Limit of Liability shown against Aviation Products Recall Extension in the Schedule.

WARRANTED REMAINING 10% UNINSURED

This Extension is also subject to the definitions, exclusions and conditions that apply to Section One to which this Extension attaches insofar as they can apply.

PERSONAL INJURY EXTENSION

For attachment to Sections Two to Five

This Extension is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

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 is as stated in the Schedule.

All other terms and conditions of this Policy remain unchanged.

With respect to cover provided in Section Three of the Policy, in the event of a combined claim under the aircraft operator's policy and this Policy, the total liability under this Personal Injury Extension and the aircraft operator's policy combined shall not exceed the Limit of Liability stated in the Policy Schedule for Personal Injury.

AVN 60(A) 24.01.2004 (amended)

The cover provided by the Personal Injury Extension in relation to Section Three of this Policy only applies where the aircraft operator's policy contains the same or similar cover.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

(A) 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, medical, agricultural, commercial, educational or industrial purpose.
- (3)** This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4)** Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
 - (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm 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 22.7.96.

(B) 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 9.2.00

(C) NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not apply to 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.

This Exclusion (C) is not applicable to passengers, baggage, cargo or mail.

AVN 46B 1.10.96 (Amended)

In respect of Section One only, paragraph (C) 1. (b) above does not apply to the pollution or contamination of products sold or supplied by the Insured.

(D) WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

This Policy does not apply to claims caused by:

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

Furthermore, this Policy does not cover claims arising whilst an 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 (Amended)

(E) 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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

2488AGM00003

(F) DATE RECOGNITION EXCLUSION CLAUSE

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

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

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

AVN 2000A 14.03.01

SPACE EXCLUSION ENDORSEMENT

For attachment to Section One Aviation Products and Grounding Liability Insurance

Endorsement attaching to and forming part of Policy No.

It is understood and agreed that this Policy shall not apply to any legal liability caused directly or indirectly by any Space Vehicle or Satellite or an Aviation Product forming a part of such Space Vehicle or Satellite.

Endorsement No. 2

(Exclusion of Space Products Coverage)

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

(A) Policy Period

This Policy applies only with respect to Occurrences which take place during the Policy Period provided that an Occurrence involving a missing or unreported aircraft shall be deemed to occur at the time such aircraft commences flight or is last reported, whichever last occurs. The Policy Period shall commence and end on the dates stated in the Schedule.

(B) Limit of Liability

The Limit of Liability of the Insurers for damages shall be as set forth in the Schedule.

In the event of more than one Insured being covered by this Policy, each shall have the same protection as would have been available had this Policy been issued individually to each of them; provided, however, that the inclusion hereunder of more than one Insured shall not operate to increase the liability of the Insurers beyond the amount for which they would have been liable had there been only one person or entity insured under this Policy.

(C) Premium

The Insured shall pay the premium stated in the Schedule. Should this premium be a minimum and deposit premium the Insured shall, on the expiration of the Policy, declare to the Insurers the amount of their Turnover during the Policy Period and the earned premium shall be calculated by applying the rates as set out in the Schedule.

In the event of the earned premium so calculated exceeding the minimum premium the Insured shall pay to the Insurers the difference. If the earned premium so calculated is less than the minimum premium no return of premium shall be made.

(D) Non-payment of Premium

In the event of non-payment of premium by the Insured this Policy may be cancelled by or on behalf of the Insurers provided 10 days notice be given to the Insured at their last address.

(E) Material Change

Should there be any material change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.

(F) Assignment

This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.

(G) Notice of Occurrence or Grounding

When an Occurrence or Grounding takes place, written notice shall be given by or on behalf of the Insured to the Insurers through their authorised agents appointed for this purpose (as set forth in the Schedule) as soon as practicable.

Such notice shall contain reasonably obtainable information respecting the time, place and circumstances of the Occurrence and the names and addresses of available witnesses.

(H) Notice of Claim or Suit

If claim is made or suit is brought against the Insured, the Insured shall as soon as practicable forward to the Insurers' authorised agents appointed for this purpose every demand, notice, summons or other process received by them or their representatives.

(I) Assistance and Co-operation of the Insured

The Insured shall co-operate with the Insurers and, upon the Insurers request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits.

(J) Action against the Insurers

No action shall lie against the Insurers unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or award against the Insured in any

arbitration proceedings against which Insurers do not wish to appeal or by written agreement of the Insured, the claimant and the Insurers.

Nothing contained in this Policy shall give any person or organisation any right to join the Insurers as a co-defendant in any action against the Insured to determine the Insured's liability.

(K) Subrogation

In the event of any payment under this Policy, the Insurers shall be subrogated to all the Insured's rights of recovery therefor against any person or organisation. The Insured shall do whatever is necessary to secure such rights and shall co-operate with the Insurers and, upon the Insurers' request, shall assist in effecting settlement, securing evidence, obtaining attendance of witnesses and in the conduct of suits. Any expenses incurred upon such request of the Insurers shall be paid by the Insurers.

(L) Inadvertent Errors or Omissions

Inadvertent errors or omissions or failure to give notice to the Insurers as herein required shall not relieve the Insurers of liability under this Policy, provided that such error or omission or failure shall be corrected as soon as discovered.

(M) No Admission

No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Insurers.

(N) Contribution

If the Insured has other insurance against loss covered by this Policy, the Insurers shall not be liable for a greater proportion of such loss than the Limit of Liability stated in the Schedule bears to the limit of indemnity of all valid and collectible insurance against such loss.

(O) Law and Jurisdiction

This Policy shall be governed by the laws of England and Wales whose courts shall have exclusive jurisdiction in any dispute arising hereunder between the parties to this contract.

(P) Misrepresentation

By acceptance of this Policy the Insured agrees that the information provided for this insurance are their representations and that this Policy is issued in reliance upon the truth of such representations. Any misrepresentation by the Insured or their duly authorised representative or agent will void this Policy.

(Q) Cancellation

This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided (except as otherwise provided) not less than thirty (30) days notice in writing be given.

The premium to be retained by the Insurers in the event of cancellation by the Insured shall be calculated as follows:

- (a) If the premium is on an adjustable basis: the earned premium hereon for the period that this Policy has been in force or the short rate proportion of any minimum premium calculated in accordance with the scale specified in the Schedule, whichever is the greater.
- (b) If the premium is on a non-adjustable basis: the short rate proportion thereof calculated in accordance with the scale specified in the Schedule.

In the event of cancellation by the Insurers the premium due to the Insured shall be calculated as in (a) and (b) above except that pro rata proportion shall be substituted for short rate proportion. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such notice shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(R) Fraud

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

(S) Contractual Liability

The inclusion of additional Insureds, hold harmless agreements, indemnities, waivers of subrogation and contractual agreements agreed by the insurers of previously issued policies are automatically incorporated herein.

This Policy does not apply to any liability assumed by the Insured under any contract or agreement, including a warranty of Aircraft Products, other than as may be assumed under any standard commercial sales contract or sales agreement, greater than the liability which would have been imposed by law in the absence of any express contract or assumption of liability;

Nothing in the foregoing paragraphs shall be considered to extend the scope of this Policy to risks not insured hereunder unless the same has been agreed by the Insurers subscribing to this Policy.

AVN 98 7.3.07

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.

AVIATION CANCELLATION SCALE (A)

(applicable to Annual Policies)

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

Over 9 months equivalent to Annual.

AVIATION CANCELLATION SCALE (B)

Days Policy in Force	Percent of One Year Premium	Days Policy In Force	Percent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182	(6 months)..... 60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 month).....	19	210-214	(7 months)..... 67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70

44-47	.....	23	229-232	.....	71
48-51	.....	24	233-237	.....	72
52-54	.....	25	238-241	.....	73
55-58	.....	26	242-246	(8 months).....	74
59-62	(2 months).....	27	247-250	.....	75
63-65	.....	28	251-255	.....	76
66-69	.....	29	256-260	.....	77
70-73	.....	30	261-264	.....	78
74-76	.....	31	265-269	.....	79
77-80	.....	32	270-273	(9 months).....	80
81-83	.....	33	274-278	.....	81
84-87	.....	34	279-282	.....	82
88-91	(3 months).....	35	283-287	.....	83
92-94	.....	36	288-291	.....	84
95-98	.....	37	292-296	.....	85
99-102	.....	38	297-301	.....	86
103-105	.....	39	302-305	(10 months).....	87
106-109	.....	40	306-310	.....	88
110-113	.....	41	311-314	.....	89
114-116	.....	42	315-319	.....	90
117-120	.....	43	320-323	.....	91
121-124	(4 months).....	44	324-328	.....	92
125-127	.....	45	329-332	.....	93
128-131	.....	46	333-337	(11 months).....	94
132-135	.....	47	338-342	.....	95
136-138	.....	48	343-346	.....	96
139-142	.....	49	347-351	.....	97
143-146	.....	50	352-355	.....	98
147-149	.....	51	356-360	.....	99
150-153	(5 months).....	52	361-365	(12 months).....	100

LPO344C - AIRCRAFT SPARES WORDING

1. INTENTION

Subject to the terms, conditions and exclusions hereinafter contained this Policy insures Property being only Engines, Spare Parts and Equipment destined to be fitted to or to form part of an aircraft and being the property of the Assured or the property of others for which the Assured is responsible, while such property is in the care, custody or control of the Assured on the ground, or is being carried as cargo in transit, by air (including Assured's aircraft) and/or steamers (approved or held covered at a premium to be arranged) and/or road and/or rail and/or conveyance.

2. CONDITIONS

~~All risks of Physical Loss or Damage (except as hereafter excluded) but~~

Air Transits

~~Institute Cargo Clauses (AIR) 1/1/82~~

Marine Transits

~~Institute Cargo Clauses (A) 1/1/82~~

3. GEOGRAPHICAL LIMITS

This Policy to cover the property described above, against the risks described above, whilst {Response}

4. EXCLUSIONS

This Policy does not insure:-

- (a) Loss of or damage to any such property occurring at any time after the commencement of the operation of fitting it to or placing it on board the aircraft to which it is destined.
- (b) ~~Loss of or damage to an Engine occurring during the running or testing thereof.~~
- (c) Mechanical or electrical derangement.
- (d) Loss or damage caused by wear, tear or gradual deterioration.
- (e) Loss or damage caused by or resulting from neglect of the Assured to use reasonable means to save and preserve the property at the time of and after any loss or damage.
- (f) ~~Loss of or damage to any property which has been detached from an aircraft and which is intended to be refitted to the aircraft and not to be replaced by other property.~~
- (g) Loss of or damage to any property hereby insured which may be sustained whilst the same is under any process and directly resulting therefrom. - amended see policy
- (h) Property carried in an aircraft as a spare parts kit.
- (i) Property fitted to or forming part of an aircraft.
- (j) ~~The property of others carried or stored by the Assured for hire or reward.~~
- (k) Mysterious disappearance or unexplained loss or shortage disclosed upon taking inventory.

5. This Policy is subject to the Nuclear Risks Exclusion Clause AVN71.

6. This Policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of an 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 consent of the Assured.
- (h) An aircraft being outside the control of the Assured by reason of a peril excluded by paragraphs (f) or (g).

7. DEDUCTIBLE CLAUSE (see policy)

Each claim for loss or damage arising out of one event shall be adjusted separately and from the amount of such adjusted claim the sum of {Response} shall be deducted but claims for loss or damage caused by fire, wind, tornado and cyclone shall be paid in full.

8. LIMITS OF LIABILITY (see policy)

The liability of the Underwriters shall not exceed:-

1. {Response} any one building and/or location
2. {Response} any one sending
3. The cost of repair or the cost of replacement or the insured value, whichever shall be the least amount, in respect of any one item of property.

9. REPORTING AND PREMIUM ADJUSTMENT CLAUSE (see policy)

The premium of {Response} is a minimum and deposit premium to be adjusted at expiry as follows:-

- (a) Within one month after the expiration date the Assured shall furnish to Underwriters a statement showing the total values at risk over all locations at the last day of each policy month such amounts shall be totalled then divided by the number of policy months and premium will be payable on the resulting amount at a rate of {Response}.
- (b) If this Policy is cancelled prior to expiration, the Assured is required to report total monthly values at risk for each completed policy month prior to the date of cancellation and premium payable hereunder shall be calculated on such reported values in the manner and at the rate hereinbefore provided.

It is a condition of this insurance that the Assured shall keep a proper record of all items of property from time to time hereby insured and of the value of each item.

10. SALVAGE AND RECOVERIES CLAUSE

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties thereto.

11. LOSS CLAUSE

Any loss hereunder shall not reduce the amount of this Policy.

12. CANCELLATION CLAUSE

This Policy shall be cancelled either by the Assured or by Underwriters by mailing to the other at the address shown in the Policy, written notice stating when not less than {Response} days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and effective date and hour of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Assured or by Underwriters shall be equivalent to mailing. The Assured agrees, in the event of cancellation, to report the values at risk and to pay premium thereon to Underwriters as provided by "Reporting and Premium Adjustment Clause" up to the date of cancellation.

AVIATION HULL "WAR AND ALLIED PERILS" POLICY

SECTION ONE: LOSS OF OR DAMAGE TO AIRCRAFT

Subject to the terms, conditions and limitations set out below, this Policy covers loss of or damage to the Aircraft stated in the Schedule against claims excluded from the Assured's Hull "All Risks" Policy as 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) Strikes, riots, civil commotions or labour disturbances.
- (c) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (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 Assured. For the purpose of this paragraph (f) only, an aircraft is considered to be in flight at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation or when the aircraft is in motion. A rotor-wing aircraft shall be deemed to be in flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.

Furthermore this Policy covers claims excluded from the Hull "All Risks" Policy from occurrences whilst the Aircraft is outside the control of the Assured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Assured on the safe return of the Aircraft to the Assured 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).

SECTION TWO: EXTORTION AND HI-JACK EXPENSES

1. This Policy will also indemnify the Assured subject to the terms, conditions, exclusions and limitations set out below, and up to the limit stated in the Schedule, for 90% of any payment

properly made in respect of:

- (a) threats against any Aircraft stated in the Schedule or its passengers or crew made during the currency of this Policy.
- (b) extra expenses necessarily incurred following confiscation, etcetera (as Section One clause (e)) or hi-jacking, etcetera (as Section One clause (f)) of any Aircraft stated in the Schedule.
- 2. No cover will be provided under this Section of the Policy in any territory where such insurance is not lawful, and the Assured is at all times responsible for ensuring that no arrangements of any kind are made which are not permitted by the proper authorities.

SECTION THREE: GENERAL EXCLUSIONS

This Policy excludes loss, damage or expense caused by one or any combinations of any of the following:

- (a) war (whether there be a declaration of war or not) between any of the following States: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; nevertheless, if any Aircraft is in the air when an outbreak of such war occurs, this exclusion shall not apply in respect of such Aircraft until the said Aircraft has completed its first landing thereafter;
- (b) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the authority of the Government(s) stated in the Schedule, or any public or local authority under its jurisdiction;
- (c) the emission, discharge, release or escape of any chemical, biological or biochemical materials or the threat of same but this exclusion shall not apply:
 - (i) if such materials are used or threatened to be used solely and directly in:
 - 1. the Hi-jacking, unlawful seizure or wrongful exercise of control of an Aircraft in flight and then only in respect of loss of or damage to such Aircraft the subject of a valid claim under clause (f) Section One above; or
 - 2. any threat against an Aircraft stated in the Schedule or its passengers or crew and then only in respect of payments as are insured under Section Two above;
 - (ii) other than as provided for in sub-paragraph 1 above, to loss of or damage to an Aircraft if the use of such materials is hostile and originates solely and directly:
 - 1. on board such Aircraft, whether it is on the ground or in the air.
 - or
 - 2. external to such Aircraft and causes physical damage to the Aircraft whilst the Aircraft's wheels are not in contact with the ground.

Any emission, discharge, release or escape originating external to the Aircraft that causes damage to the Aircraft as a result of contamination without other physical damage to the Aircraft exterior is not covered by this Policy.

- (d) any debt, failure to provide bond or security or any other financial cause under court order or otherwise;
- (e) the repossession or attempted repossession of the Aircraft either by any title holder, or arising out of any contractual agreement to which any Assured protected under this Policy may be

party;

- (f) delay, loss of use, or except as specifically provided in Section Two any other consequential loss; whether following upon loss of or damage to the Aircraft or otherwise.
- (g) any use, hostile or otherwise, of radioactive contamination or matter but this exclusion shall not apply to loss of or damage to an Aircraft if such use is hostile and originates solely and directly;
 - (i) on board such Aircraft, whether it is on the ground or in the air, or
 - (ii) external to such Aircraft and causes physical damage to the Aircraft whilst the Aircraft's wheels are no longer in contact with the ground

Any such use originating external to the Aircraft that causes damage to the Aircraft as a result of contamination without other physical damage to the Aircraft exterior is not covered by this Policy.

- (h) any use, hostile or otherwise, of an electromagnetic pulse but this exclusion shall not apply to loss of or damage to an Aircraft if such use originates solely and directly on board such Aircraft, whether it is on the ground or in the air.
- (i) any detonation, hostile or otherwise, of any device employing atomic or nuclear fission and/or fusion or other like reaction, and notwithstanding (g) and (h) above, any radioactive contamination and electromagnetic pulse resulting directly from such detonation is also excluded by this Policy.

SECTION FOUR: GENERAL CONDITIONS

1. This Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligations to investigate and defend, the renewal agreement (if any), the amount of deductible or self insurance provision where applicable AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or may be added to the Assured's Hull "All Risks" Policy.
2. Should there be any Material Change in the nature or area of the Assured's operations, the Assured shall give immediate notice of such Change to the Underwriters; no claim arising subsequent to a Material Change over which the Assured had control shall be recoverable hereunder unless such change has been accepted by the Underwriters.

"Material Change" shall be understood to mean any change in the operation of the Assured which might reasonably be regarded by the Underwriters as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.
3. The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Policy shall be conditions precedent to any liability of the Underwriters to make any payment under this Policy: in particular the Assured should use all reasonable efforts to ensure that he complies and continues to comply with the laws (local or otherwise) of any country within whose jurisdiction the Aircraft may be, and to obtain all permits necessary for the lawful operation of the Aircraft.
4. Subject always to the provisions of Section Five, and the Schedule, Underwriters hereon agree to follow the Hull "All Risks" Policy in respect of Breach of Warranty Cover, Hold Harmless Agreements and Waivers of Subrogation.

SECTION FIVE: CANCELLATION REVISION AND AUTOMATIC TERMINATION

Amendment of	1. (a) Underwriters may give notice, effective on the expiry of 7 days from
Terms or	midnight G.M.T. on the day on which notice is issued, to review the rate of
Cancellation	premium and/or the geographical limits. In the event of the review of the rate of premium and/or geographical limits not being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.
Automatic Review of	(b) Notwithstanding 1(a) above, this Policy is subject to automatic review by
Terms or	Underwriters of the rate of premium and/or conditions and/or geographical
Cancellation	limits effective on the expiry of 7 days from the time of any hostile detonation of any device including 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 directly affected. In the event of the review of the rate of premium and/or conditions and/or geographical limits not being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.
Cancellation by Notice	(c) This Policy may be cancelled by the Assured or Underwriters giving notice not less than 7 days prior to the end of each period of 3 months from inception.
Automatic Termination	2. Whether or not such notice of cancellation has been given this Insurance shall TERMINATE AUTOMATICALLY

Upon the outbreak of war (whether there be a declaration of war or not) between any of the following States, namely, the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China.

PROVIDED THAT if the Aircraft is in the air when such outbreak of war occurs then this insurance, subject to its terms and conditions and provided not otherwise cancelled, terminated or suspended, will be continued in respect of such Aircraft until the said Aircraft has completed its first landing thereafter.

04/06

LSW555D

FRAUDULENT CLAIMS

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

- (a) deliberately or recklessly conceal from Insurers any information which the Insured knows or ought to know might be material to their consideration of any claim;
- (b) provide to Insurers information, which the Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
- (c) otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.

In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to 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 that such information was provided;
- (ii) recover any sums paid to such Insured in respect of losses occurring on or after the date that such information was provided; 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 100A 26.07.16

CORPORATE DEFENCE COSTS EXTENSION

The coverage provided by this Extension shall only be effective and operative provided and for so long as Insurers continue to have a direct or indirect financial interest in the outcome of the relevant proceedings or inquiry (in respect of which coverage is provided under this Extension) under some other section of this Insurance.

Any payments hereunder shall only be made provided they are permissible under all applicable laws and regulations.

Following an Occurrence for which coverage is provided by this Insurance, and notwithstanding any exclusion in respect of illegal or criminal activities or dishonest acts under this Insurance, Insurers agree to pay all reasonable defence costs and expenses (other than the salaries of the Insured's employees and the Insured's other normal operating expenses) incurred by the Insured, with Insurers' consent, for representation at any court, including any criminal court, or similar proceedings brought against the Insured for an actual or alleged breach of:

- (a) UK Corporate Manslaughter Act and Corporate Homicide Act 2007 or
- (b) UK Health and Safety at Work Act or the Health and Safety at Work (Northern Ireland) Order 1978 or
- (c) criminal legislation in any other country similar to (a) or (b) as set out in the schedule attached hereto and agreed by Insurers.

Insurers shall also pay the reasonable costs and expenses (other than the salaries of the Insured's employees and the Insured's other normal operating expenses) incurred by the Insured, with Insurers' consent, in appealing against any conviction or the imposition of a remedial or publicity order (in connection with the above) provided that in the opinion of a King's Counsel or equivalent legal authority (to be mutually agreed upon by the Insured and Insurers) such an appeal could be made by the Insured with the reasonable probability of success.

All such costs and expenses provided for by this Extension will be payable in excess of any other insurance available to the Insured. Where any such insurance is also subject to non contribution then the amount of such costs and expenses over all insurances shall not exceed the single highest limit available under any of the insurances. In this event the liability of the Insurers under this Insurance shall be limited to that proportion of such costs and expenses which the limit of Insurers' liability bears to the overall combined limit for such costs and expenses under all insurances

The coverage provided by this Extension does not apply to:

- (a) Excess Non Aviation Liability cover provided by this Insurance or
- (b) fines, remedial costs, publicity costs or penalties in connection with the foregoing or
- (c) defence costs and expenses incurred by natural persons in their capacity as individuals, directors, partners, officers, servants, employees, and shareholders.

Insurers' liability for all costs and expenses provided for above shall be in addition to the Limit of Liability of this Insurance but subject to an aggregate limit of {Response} in respect of all matters arising out of one or more Occurrences during the Period of Insurance and whether involving one or more Insureds.

AVN 108A 03.11.22.

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 **22.10.2021**, 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 250 000 000 USD 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)

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

DATE RECOGNITION EXCLUSION CLAUSE

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

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or

after such change of year, date or time;

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

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

AVN 2000A

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 21.3.01

(Applicable to non Aircraft Liability only)

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

ELECTRONIC DATA EVENT LIABILITY EXCLUSION

This Insurance excludes:

- (1) any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:
 - (a) a delay in, cancellation of or non-provision of air transportation and associated services;
 - (b) unauthorised access to and/or use of a person's or organisation's confidential, proprietary or personal information;
- (2) Property Damage to Electronic Data

arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Insurance caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used herein:

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

“Electronic Data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or

floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

LIIBA AVIATION AV001 12.09.2019

TOKIO MARINE KILN - GEOGRAPHIC AREAS EXCLUSION CLAUSE

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

- (a) Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
- (b) Colombia, Peru.
- (c) Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
- (d) Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
- (e) Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
- (f) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.

2. However coverage pursuant to this Policy is granted:

- (a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
- (b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

09/07/15
LSW617H

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.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

2488 AGM 0003

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

TEC pro GC&C

(dále jen „TEC clause“) - tato výluka se vztahuje pouze na podíl vedoucího pojistitele ve výši 16%.

Územní výluka

Pojištění se nevztahuje a z pojištění nevzniká právo na jakékoli plnění či nárok v jakémoli souvislosti:

1. se škodní/pojistnou událostí, k níž dojde na území následujících států / regionů: Bělorusko, Írán, Korejská lidově demokratická republika, Kuba s americkým prvkem, Ruská federace, Sýrie, Venezuela s americkým prvkem, Krymský region, Donecký region, Chersonský region, Luhanský region a Záporožský region (dále jen „země s úplným embargem“).

Více informací naleznete na webu pojišťovny <https://www.generaliceska.cz/sankce-zemi-osob> .

2. s jakoukoliv činností, která přímo či nepřímo souvisí s vládou země s úplným embargem nebo právnickými osobami se sídlem v zemi s úplným embargem, jakož i fyzickými nebo právnickými osobami, které se nacházejí na území země s úplným embargem, případně mají výše jmenovaní z této činnosti prospěch.

Územím se vždy rozumí území zemí s úplným embargem vč. jejich vnitřních a pobřežních vod, přilehlých zón a výlučných ekonomických zón.

Americký prvek (US nexus) pro účely tohoto ujednání zahrnuje obchodní případy s možným uplatněním jurisdikce USA, např. z důvodu zapojení společnosti registrované v USA (či její zahraniční pobočky), občana USA nebo fyzické osoby s pobytom v USA (rezidenta v USA), finančního systému USA, banky USA, amerických dolarů (USD) nebo zboží pocházejícího z USA.

Od této výluky je možné se odchýlit pouze, pokud se k tomu pojišťovna předem písemně zaváže.

Territorial Exclusion Clause

This Policy excludes the provision of any insurance service, coverage or any benefit in any connection:

1. with a claim/insurance event that occurs in the territory of the following countries / regions: Belarus, Cuba with US nexus, Democratic People's Republic of Korea, Iran, Russian Federation, Syria, Venezuela with US nexus, Crimea region, Donetsk region, Kherson region, Luhansk region and Zaporozhye region (hereafter referred to as "fully embargoed countries").

More information available at the insurance company's website <https://www.generaliceska.cz/sankce-zemi-osob> .

2. with any activity which directly or indirectly involve or benefit the governments of the fully embargoed countries, or entities established in the fully embargoed countries, as well as persons or entities located in the territories of the fully embargoed countries.

Territory shall always mean the territory of the fully embargoed countries, including their internal and territorial waters, contiguous zones and exclusive economic zones.

The US nexus for the purposes of this clause shall mean business relationship with the possible application of US jurisdiction, e.g. involvement of a company registered in the US (or its foreign branch), a US citizen or a US resident, US financial system, US bank, US dollar (USD) or goods of US origin.

This exclusion can only be waived if the insurer agrees in writing in advance.

AVN52E/G Amendment Clauses

AXA XL

- **Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) IUA 07-001**

Generali

- **Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) IUA 07-001**

Kiln

- **Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) Global 191B**

Chubb

- **Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) LIIBA Aviation AV003 05.10.23**

Allianz

- **Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) Global191A**

Allianz participation subject to no exposure in respect of the following:

- **Any of the companies covered by the insurance (policyholder, subsidiary, associated or, if applicable, joint venture) a legal entity: o having its registered office in Iran, North Korea, Russia, Sudan, Syria, Cuba, Ukraine**

(including but not limited to Crimea, Donetsk and Luhansk regions) as well any other non-government controlled areas of Ukraine, Venezuela, Belarus or
o owned or controlled directly or indirectly by the state of Iran, North Korea, Russia, Sudan, Syria, Cuba, Ukraine (including but not limited to Crimea, Donetsk and Luhansk regions) as well any other non-government controlled areas of Ukraine, Venezuela, Belarus or any public authority thereof; or
 any legal entity having its registered office in Iran, North Korea, Russia, Sudan, Syria, Cuba, Ukraine (including but not limited to Crimea, Donetsk and Luhansk regions) as well any other non-government controlled areas of Ukraine, Venezuela, Belarus?

• Any of the Insured's or companies covered by the insurance (policyholder, subsidiary or, if applicable, joint venture) a natural person or legal entity that acts: o on behalf or at the direction of the State of Iran, North Korea, Russia, Sudan, Syria, Cuba, Ukraine (including but not limited to Crimea, Donetsk and Luhansk regions) as well any other non-government controlled areas of Ukraine, Venezuela, Belarus or any public authority thereof,

o on behalf or at the direction of a legal entity as referred to above

• Business involving or linked to the government of Myanmar, its members including the Myanmar military or state-owned/controlled persons

Convex

• Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) IUA 07-001

Apollo

• Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) Global 191B

Helvetica

- Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) LIIBA AV003
- Helvetia retains its rights to issue notice for their share under AVN52 and / or amend conditions, rates or geographical limits.

Everest

- Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) Global 191B

Global Aerospace Underwriting Managers (GAUM)

- Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) Global 191B

Starr Europe Insurance Ltd./Starr Insurance & Reinsurance

- Amendment to Automatic Termination Provisions of AVN52E/G Endorsement (the “Amendment Endorsement”) LIIBA AV003 AV003 05.10.23 with the following amendments:

“Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN48B shall be automatically terminated in the event of a third detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter carried out by any country or organisation during the period of insurance and the provisions of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G shall apply.”

Amendment to AVN 52E/G Automatic Termination Provisions Endorsement with Detonation Restriction

In the event of a Detonation, Insurers hereon agree, in consideration of the Additional Premium specified below, to amend the Extended Coverage Endorsement (Aviation Liabilities) AVN 52E/G.

1. Paragraph 4(ii) shall be amended to read as follows:

4. AUTOMATIC TERMINATION

(ii) (1) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B

(a) within a radius of 500km of the Detonation site and

(b) within the country responsible for the Detonation and

(c) within the country from which the weapon was launched and

(d) within the country where the Detonation occurred

- upon the Detonation (or upon inception if such Detonation occurs prior to the inception date of this Policy)

(2) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B in all other geographical areas not listed in (ii) (1) above

- on the expiry of 7 days from 23.59 hours GMT on the day on which the Detonation occurs or at expiry of this Policy, whichever the earlier.

However, with respect to a Detonation which occurs prior to the inception date of this Policy:

(i) if within 7 days prior to inception, the above period shall commence from 23.59 hours GMT on the day on which such Detonation occurs

(ii) other than as provided in (i) above, if prior to inception and subject to any notice issued under paragraph 5(b) below, then sub-paragraph (a) of Clause AVN 48B shall not be deleted at inception.

(3) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B

- upon a Subsequent Detonation (or upon inception, if such Subsequent Detonation occurs prior to the inception date of this Policy).

The Automatic Termination provisions specified in (1), (2) or (3) above shall not apply in respect of a Detonation or Subsequent Detonation that occurs 30 days or more prior to the inception date of this Policy, unless the Insurer is bound to the Policy at the date of such Detonation or Subsequent Detonation.

2. Paragraph 5(b) shall be amended to read as follows:

5. REVIEW AND CANCELLATION

(b) Review of Premium, Geographical Limits and/or Limited Cancellation

Within 30 days of a Detonation or of a Subsequent Detonation, Insurers may give notice to review premium and/or geographical limits and/or issue notice of cancellation of one or more parts of the remaining cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (a), (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. Such notice may be given prior to the inception date of this Policy in which case it becomes effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given or upon inception whichever the later.

Definitions applicable to this Endorsement:

Detonation: A hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Subsequent Detonation: A hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,

(i) which is carried out in response to or as a consequence of a Detonation by a country/organisation other than:

a. the country from which the weapon leading to the Detonation was launched; or

b. the country responsible for the Detonation.

(ii) which is carried out by

a. the country from which the weapon leading to the Detonation was launched; or

b. the country responsible for the Detonation

and which occurs more than twenty-four hours later than an earlier Detonation involving either country.

Additional Premium: Included/to be completed

All other terms and conditions remain unchanged.

IUA 07-001 24.11.2023

AMENDMENT TO AUTOMATIC TERMINATION PROVISIONS OF AVN52E/G ENDORSEMENT

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 would result in the automatic termination of any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN48B per paragraph 4(ii) of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G. In respect of the Russia/Ukraine conflict only Insurers agree that the following clauses of AVN52E/G shall be amended to read as follows:

4. AUTOMATIC TERMINATION

(ii) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B within a radius of 500km from the point of detonation and within the country responsible (or reasonably believed by Insurers to be responsible) for the detonation and within the country from which the weapon was launched and within the country where the detonation occurred

- upon the first hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter (a "Hostile Detonation") wheresoever and whensoever such detonation may occur and whether or not the Insured Aircraft may be involved

5. REVIEW AND CANCELLATION

(b) Limited Cancellation (48 hours)

Following a Hostile Detonation as defined above:

Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B that is not subject to the Automatic Termination provision of paragraph 4 above shall terminate on the expiry of forty-eight hours from 23.59 hours GMT on the day of the Hostile Detonation. However, during this forty-eight hour period, Insurers may give notice to amend the premium and/or geographical limits applicable to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B and, if accepted by the Insured, cover shall continue at the agreed premium and geographical limits.

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 (a), (c), (d), (e), (f) and/ or (g) of Clause AVN48B - 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.

In the event of a subsequent hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter that follows a Hostile Detonation either in the policy period, or in the six months immediately preceding this policy period, then the provisions of AVN52E/G shall apply unamended.

All other terms and conditions remain unchanged.

GLOBAL 191A

05.01.2023

AMENDMENT TO AUTOMATIC TERMINATION PROVISIONS OF AVN52E/G ENDORSEMENT (the "Amendment Endorsement")

The provisions of this Amendment Endorsement shall take precedence over any conflicting provision in this policy and other endorsements to the policy.

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 would result in the automatic termination of any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN48B per paragraph 4(ii) of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G. In respect of the Russia/Ukraine conflict only Insurers agree that the following paragraphs of AVN52E/G shall be amended to read as follows:

4. AUTOMATIC TERMINATION

(ii) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B

1) within a radius of 500km from the point of detonation and

2) within the country responsible (or reasonably believed by Insurers to be responsible) for the detonation and

3) within the country from which the weapon was launched and

4) within the country where the detonation occurred and

5) within the Republic of Belarus, Russian Federation and Ukraine (including any disputed regions of Ukraine and the Crimean Peninsula)

- upon the first hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter (a "Hostile Detonation") wheresoever and whenever such detonation may occur and whether or not the Insured Aircraft may be involved

5. REVIEW AND CANCELLATION

(b) Limited Cancellation (48 hours)

Following a Hostile Detonation as defined above:

Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B that is not subject to the Automatic Termination provision of paragraph 4 above shall automatically terminate on the expiry of forty-eight hours from 23.59 hours GMT on the day of the Hostile Detonation, wheresoever and whenever such detonation may occur and whether or not the Insured Aircraft may be involved.

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 AVN48B - 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.

ADDITIONAL CONDITIONS

1. During the forty-eight hours stated in 5 (b) above, the coverage referred to therein and/or the coverage subject to the Automatic Termination provision of paragraph 4 above may be reinstated at terms, limits, conditions and geographical limits to be agreed by each Insurer. In the event reinstatement is not specifically agreed by each Insurer, coverage referred to in paragraph 5(b) shall automatically terminate on the expiry of forty-eight hours from 23.59 hours GMT on the day of any Hostile Detonation.

2. In the event of a subsequent hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter that follows a Hostile Detonation either in the policy period, or in the six months immediately preceding this Policy period, then the provisions of AVN52E/G shall apply unamended.

The expiry date of this Policy remains paramount, however, in the event the Limited Cancellation (48 hours) provision set out in paragraph 5. (b) above is activated and this Policy will expire prior to the end of the said forty-eight hours, then the remainder of the above forty-eight hours will apply under the renewal policy, subject only to that policy also containing this Amendment Endorsement.

Subject to all terms and conditions of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G except as specifically varied or provided by the terms of this Amendment Endorsement.

All other terms and conditions remain unchanged.

GLOBAL 191B

12.07.2023

AMENDMENT TO AVN52E/G AUTOMATIC TERMINATION PROVISIONS ENDORSEMENT

In the event of a hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter which results in the automatic termination of any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B per paragraph 4(ii) of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G, Insurers hereon agree, in consideration of the Additional Premium specified below, to amend the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G.

1. Paragraph 4(ii) shall be amended to read as follows:

4. AUTOMATIC TERMINATION

(ii) (1) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B

(a) within a radius of 500km of the detonation site and

(b) within the country responsible for the detonation and

(c) within the country from which the weapon was launched and

(d) within the country where the detonation occurred

- 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 such detonation may occur and whether or

not the Insured Aircraft may be involved (provided such detonation occurs during the Period of Insurance or within 30 days prior to the inception date of this Policy)

(2) Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B in all other geographical areas not listed in (ii) (1) above

- on the expiry of 7 days from 23.59 hours GMT on the day on which such detonation occurs or at expiry of this Policy, whichever the earlier.

However, with respect to a detonation which occurs prior to the inception date of this Policy:

(i) if within 7 days of inception the above period shall commence from 23.59 hours GMT on the day on which such detonation occurs

(ii) other than as provided in (i) above, if within 30 days of inception then sub-paragraph (a) of Clause AVN 48B shall not be deleted at inception.

If such detonation occurs 30 days or more prior to the inception date of this Policy then the Automatic Termination provisions specified in (1) and (2) above shall not apply in respect of such detonation. 2. Paragraph 5(b) shall be amended to read as follows:

5. REVIEW AND CANCELLATION

(b) Review of Premium, Geographical Limits and/or Limited Cancellation

Within 30 days of a hostile detonation as specified in 4 (ii) above, Insurers may give notice to review premium and/or geographical limits and/or issue notice of cancellation of one or more parts of the remaining cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (a), (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. Such notice may be given prior to the inception date of this Policy.

Additional Premium: Included/to be completed

All other terms and conditions remain unchanged.

LIIBA AVIATION AV003

05.10.23

The above mentioned Clauses IUA07-001, Global 191A, Global 191B, LIIBA AV003 apply only to shares, which are listed in the table below:

Primary reinsurance cover:

Limited cover from 0 to 500 000 000 USD limit.

<u>Clause</u>	<u>Generali Česká pojišťovna a.s.</u>	<u>Kooperativa pojišťovna, a.s., Vienna Insurance Group</u>	<u>MAXIMA pojišťovna, a.s.</u>
<u>IUA 07-001</u>	<u>17,755%</u>	<u>12,500%</u>	<u>7,639%</u>
<u>Global 191A</u>	<u>0%</u>	<u>11,500%</u>	<u>0%</u>
<u>Global 191B</u>	<u>13,584%</u>	<u>7,500%</u>	<u>1,500%</u>
<u>LIIBA AV003</u>	<u>2,110%</u>	<u>0%</u>	<u>0,861%</u>
<u>LIIBA AV003 Amended*</u>	<u>0%</u>	<u>7,500%</u>	<u>1%</u>
<u>IUA 07-001 (Spares Hull war)</u>	<u>0%</u>	<u>40,000%</u>	<u>60,000%</u>

The percentages above express the proportion of 100% of the Primary cover.

Excess reinsurance cover:

Limited cover over 500 000 000 USD to 1 000 000 000 USD limit

<u>Clause</u>	<u>Generali Česká pojišťovna a.s.</u>	<u>Kooperativa pojišťovna, a.s., Vienna Insurance Group</u>	<u>MAXIMA pojišťovna, a.s.</u>
<u>IUA 07-001</u>	<u>26,500%</u>	<u>19,500%</u>	<u>10,000%</u>
<u>Global 191B</u>	<u>7,500%</u>	<u>0%</u>	<u>0%</u>
<u>LIIBA AV003 Amended*</u>	<u>0%</u>	<u>10,000%</u>	<u>7,500%</u>

The percentages above express the proportion of 100% of the Excess cover.

LIIBA AV003 Amended*

“Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN48B shall be automatically terminated in the event of a third detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter carried out by any country or organisation during the period of insurance and the provisions of the Extended Coverage Endorsement (Aviation Liabilities) AVN52E/G shall apply.”