



**Marsh Specialty**

# **Certificate of Insurance**



**This is to Certify** that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned and in consideration of the premium specified in the Schedule, the said Underwriters, hereinafter referred to as the Insurers, are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

**The Insurers** hereby agree, to insure against loss including but not limited to associated expenses specified herein, if any, to the extent and in the manner herein provided.

**In Witness** whereof this Certificate has been signed at the place stated and on the date specified in the Schedule by **Marsh Limited**.

The Insured is requested to read this Certificate and if it is incorrect, return it immediately for alteration.

# **CHUBB DATA PROTECTION NOTICE**

## **Your personal information notice**

### **Who we are**

We are the Chubb European Group SE Trading As Chubb Global Markets, as identified in the contract of insurance and/or in the certificate of insurance.

### **The basics**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

### **Other people's details you provide to us**

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

### **Want more details?**

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

### **Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Marsh Limited, Willow House, Broadland Business Park  
Peachman Way, Norwich, Norfolk, NR7 0WF

LMA9151  
25 April 2018

## Insuring Agreement

Subject to the terms, exclusions and conditions contained herein or endorsed hereon and the limit of indemnity and any applicable excess as set forth in the Schedule, the Insurers will indemnify the Insured or the Insured's personal representatives (in respect of liability incurred by the Insured) against all sums which the Insured shall become legally liable to pay as damages and claimants' costs and expenses because of Bodily Injury or Property Damage resulting from an Occurrence during the Period of Insurance and arising out of or incidental to or in connection with the Insured's Business as declared at the Airport specified in the Schedule.

Insurers shall in addition be liable for:

- (a) costs and expenses of litigation incurred with the written consent of Insurers in respect of a claim against the Insured to which the indemnity provided by this Insurance applies, but only in the same proportion as the sum payable by Insurers as damages bears to the total amount of damage payable;
- (b) solicitors' fees incurred with the written consent of Insurers for representation at any Coroner's Inquest or Fatal Accident enquiry arising from any death or at proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of a statutory duty resulting in Bodily Injury or Property Damage which may be the subject of a claim under this Insurance.

**Notwithstanding anything contained in this Insuring Agreement to the contrary, the cover afforded by this Insurance shall only apply to the extent stated in Item 5., Coverage, of the Schedule.**

### Definitions

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

**'Occurrence'** means an accident or a continued or repeated exposure to conditions occurring during the Period of Insurance, which results in Bodily Injury and/or Property Damage which is neither expected nor intended from the standpoint of the Insured. All liability arising out of the exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

**"Property Damage"** means

- (a) physical damage to or destruction of tangible property of others, including all resultant loss of use of such property;
- (b) loss of use of tangible property of others which has not been physically damaged or destroyed provided such loss of use is resultant from (a) above;

loss of use of tangible property of others which has not been physically damaged or destroyed resulting from an accident to the Insured's aircraft provided liability arising from the operation of such aircraft is insured hereunder.

## Exclusions

### This Insurance does not cover:-

1. Liability for which the Insured or their insurer may be held liable under any employer's liability, workers' compensation or disability benefits law or any similar law.
2. Liability for Property Damage to
  - (a) property owned by the Insured
  - (b) property in the care, custody or control of the Insured.

Paragraph (b) of this Exclusion does not apply if the property is temporarily occupied by the Insured for the purpose of the Business.

3. 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 the Airport 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 in respect of such liability or not
  - b) the limit of liability of the insurance effected by the Insured insuring such liability

whichever is the greater.

4. The cost of making good any faulty workmanship for which the Insured, his employees, contractors or sub-contractors may be liable.

This Exclusion does not apply to Bodily Injury or Property Damage resulting from any such faulty workmanship.

5. Liability assumed by the Insured under any agreement unless such liability would have attached to the Insured in the absence of such agreement or unless otherwise agreed by Insurers.

6. Loss of use of

- (1) tangible property which has not been physically damaged or destroyed
  - (a) arising from a delay in or lack of performance by or on behalf of the Insured of any contract or agreement in accordance with its terms
  - (b) arising from improper or inadequate performance of goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured

but this exclusion shall not apply to loss of use of other tangible property arising out of sudden and accidental physical damage to or destruction of the Insured's goods or products after they have been put to their intended use by somebody other than the Insured.

- (2) any aircraft which has not been physically damaged or destroyed if such loss of use is due to an existing, alleged or suspected defect, fault or condition in any goods, products or services supplied by the Insured affecting the safe operation of such aircraft.

7. Liability arising out of:

- (a) any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after they have ceased to be in possession or under control of the Insured;
- (b) food or drink poisoning or foreign or deleterious matter in food or drink;
- (c) failure of any security services specified in the Business shown under Item 3. of the Schedule.

8. As excluded by the following NUCLEAR RISKS EXCLUSION CLAUSE AVN38B (Amended), claims for:

- (a) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
  - (1) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (2) 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;
  - (3) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (b) It is understood and agreed that such radioactive material or other radioactive source in paragraph (a) (2) 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.
- (c) This Insurance, however, does not cover any legal liability of whatsoever nature with respect to which:
  - (i) the Insured under this Insurance 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 Insurance is, or had this Insurance not been issued would be, entitled to indemnification from any government or agency thereof.

- (d) 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 Insurance) 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 Insurance shall only apply to an incident happening during the Period of Insurance 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) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.
9. As excluded by the following WAR, HI-JACKING AND OTHER PERILS EXCLUSION  
CLAUSE AVN48B 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 the consent of the Insured.
10. As excluded by the following NOISE AND POLLUTION AND OTHER PERILS  
EXCLUSION CLAUSE AVN46B:
- (a) Claims directly or indirectly occasioned by happening through or in consequence of:-
    - (i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
    - (ii) pollution and contamination of any kind whatsoever,
    - (iii) electrical and electromagnetic interference,

(iv) 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.

(b) With respect to any provision in this Insurance concerning any duty of Insurers to investigate or defend claims such provision shall not apply and Insurers shall not be required to defend:

(i) claims excluded by 10.(a) or

(ii) a claim or claims covered by this Insurance when combined with any claims excluded by 10.(a) (referred to below as 'Combined Claims').

(c) In respect of any Combined Claims Insurers shall (subject to proof of loss and the limits of indemnity) reimburse the Insured for that portion of the following items which may be allocated to the claim or claims covered by this Insurance:

(i) damages awarded against the Insured and

(ii) defence fees and expenses incurred by the Insured.

(d) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Insurance.

11. As excluded by the following ASBESTOS EXCLUSION CLAUSE 2488AGM00003, 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 Insurance, 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 Insurance remain unchanged.

12. As excluded by the following DATE RECOGNITION EXCLUSION CLAUSE AVN2000A:

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;

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 Insurance concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

13. As excluded by the following ELECTRONIC DATA EVENT LIABILITY EXCLUSION LIIBA AV001, claims for

- (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.

### **Contracts (Rights of Third Parties) Act 1999 Exclusion Clause**

The rights of a person who is not a party to this insurance to enforce a term of this insurance and/or not to have this insurance 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.

## Conditions

1. This Certificate and the Schedule shall be read together and any word or expression to which a specific meaning is attached in either shall bear such meaning wherever it may appear.
2. Upon the happening of any occurrence likely to give rise to a claim under this Insurance or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to Insurers through Marsh Limited as soon as possible after same shall come to the knowledge of the Insured or the Insured's representatives.
3. Every letter, claim, writ or process shall be forwarded to Marsh Limited immediately on receipt by the Insured.
4. This Insurance does not cover any liability which, at the time of the happening of any claim is insured by or would be but for the existence of this Insurance, be insured by any other existing insurance or insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had this Insurance not been effected and in such event Insurers will only pay such proportion of costs and expenses of litigation incurred with their written consent as the sum payable by Insurers bears to the sum payable under such other insurance or insurances.
5. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the Insured shall give all such information and assistance as Insurers may require.
6. If any part of the premium or renewal premium is calculated on estimates furnished by the Insured, the Insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow Insurers to inspect such records. The Insured shall within one month from the expiry of each Period of Insurance furnish to Insurers such particulars and information as Insurers may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
7. The Insured shall take reasonable precautions to prevent Bodily Injury or Property Damage.
8. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of Insurers in respect of any or all Insureds shall not exceed the limit of indemnity stated in the Schedule.
9. Fraudulent Claims AVN100A  
  
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 Insurance 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 Insurance it shall be of no effect to the extent of such conflict.

10. The Insurers will indemnify the following in like manner to the Insured:

- (i) any entity for whom the Insured is undertaking work under any contract or agreement in respect of liability arising in connection with such work.
- (ii) any director or partner or employee of the Insured in respect of liability for which the Insured would have been entitled to indemnity under this Insurance if a claim had been made against the Insured.
- (iii) the officers committees and members of the Insured's canteen social sports and welfare organisations and first aid, fire and ambulance services in their respective capacities as such.

In the event of the compensation payable in respect of any one Occurrence exceeding the limit of indemnity the claims of the Insured shall have priority over the claims of such other persons specified in Condition 11.

11. Each of the Insureds included for cover under this Insurance will be considered as a separate person or organisation, it being the intention for this Insurance to protect each such person or organisation in the same manner as though a separate Insurance had been issued to each.

12. This Insurance may be cancelled by the Insured by surrender thereof or by sending to the Insurers written notice stating when such cancellation shall be effective.

This Insurance may be cancelled by the Insurers by mailing to the Insured at the address shown in the Schedule written notice stating when not less than 30 (thirty) days thereafter such cancellation shall be effective.

The mailing of notice shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Insurance period. Delivery of such written notice either by the Insured or by the Insurers shall be equivalent to mailing.

If the Insured cancels, earned premium shall be computed in accordance with the following Aviation Cancellation Table. If the Insurers cancel, earned premium shall be computed at pro rata.

Period on risk		Percentage of annual premium	Period on risk		Percentage of annual premium
1 day		5	154-156 days		53
2 days		6	157-160 days		54
3-4 days		7	161-164 days		55
5-6 days		8	165-167 days		56
7-8 days		9	168-171 days		57
9-10 days		10	172-175 days		58
11-12 days		11	176-178 days		59
13-14 days		12	179-182 days	(6 months)	60
15-16 days		13	183-187 days		61
17-18 days		14	188-191 days		62
19-20 days		15	192-196 days		63
21-22 days		16	197-200 days		64
23-25 days		17	201-205 days		65
26-29 days		18	206-209 days		66
30-32 days	(1 month)	19	210-214 days	(7 months)	67
33-36 days		20	215-218 days		68
37-40 days		21	219-223 days		69
41-43 days		22	224-228 days		70
44-47 days		23	229-232 days		71
48-51 days		24	233-237 days		72
52-54 days		25	238-241 days		73
55-58 days		26	242-246 days	(8 months)	74
59-62 days	(2 months)	27	247-250 days		75
63-65 days		28	251-255 days		76
66-69 days		29	256-260 days		77
70-73 days		30	261-264 days		78
74-76 days		31	265-269 days		79
77-80 days		32	270-273 days	(9 months)	80
81-83 days		33	274-278 days		81
84-87 days		34	279-282 days		82
88-91 days	(3 months)	35	283-287 days		83
92-94 days		36	288-291 days		84
95-98 days		37	292-296 days		85
99-102 days		38	297-301 days		86
103-105 days		39	302-305 days	(10 months)	87
106-109 days		40	306-310 days		88
110-113 days		41	311-314 days		89
114-116 days		42	315-319 days		90
117-120 days		43	320-323 days		91
121-124 days	(4 months)	44	324-328 days		92
125-127 days		45	329-332 days		93
128-131 days		46	333-337 days	(11 months)	94
132-135 days		47	338-342 days		95
136-138 days		48	343-346 days		96
139-142 days		49	347-351 days		97
143-146 days		50	352-355 days		98
147-149 days		51	356-360 days		99
150-153 days	(5 months)	52	361-365 days	(12 months)	100

### 13. Sanctions and Embargo Clause AVN111

Notwithstanding anything to the contrary in the Insurance, with effect from inception the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Insurance 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 Insurance, 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 Period of Insurance 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 Insurance in accordance with the laws and regulations applicable to the Insurance 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 Insurance 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 Insurance 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.

14. Software Affirmation Clause LMA5450

1. Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Insurance, 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 Insurance.
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).

## **Endorsements**

**This Insurance shall be subject to such of the following Endorsements as are specified in the Schedule under the heading "Endorsements Applicable".**

### **Endorsement A**

#### **Products Liability Extension**

Exclusion 7. of this Insurance is deleted but the insurance afforded by this Extension is subject to the following additional exclusions:

1. the cost of repairing, reconditioning or replacing any product sold or supplied by the Insured.
2. liability arising out of improper or inadequate performance, design or specification.

This Exclusion does not apply to Bodily Injury or Property Damage resulting from such improper or inadequate performance, design or specification.

As regards the insurance afforded by this Extension, paragraph (a)(ii) of Exclusion 10. of this Insurance does not apply to claims arising out of pollution and/or contamination of a product sold or supplied by the Insured.

### **Endorsement B**

#### **Exclusion - Medical Malpractice and Aggravation of Existing Injuries (only applicable to the Insured's Medivac Operations)**

This Insurance does not cover liability arising out of:

- (a) medical malpractice
- (b) aggravation of existing injuries.

## Endorsement C

### Date Recognition Limited Coverage Clause AVN2002A

WHEREAS the Insurance 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 Insurance) 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 Period of Insurance and arising out of a risk insured under the Insurance; 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 Period of Insurance and arising out of a risk insured under the Insurance. 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 Insurance (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Insurance.
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 Insurance.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Period of Insurance any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

## Endorsement D

### Personal Injury Extension AVN60A

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

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 named Insured in the provision of emergency medical relief.

The following additional exclusions shall apply to this extension:

- (a) liability assumed by the named 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 named 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 named Insured.

The limit of liability applicable to Personal Injury claims shall be USD 25,000,000 or currency equivalent (or the limit set forth in Item 6. of the Schedule whichever is the lesser) any one offence and in the aggregate during the Period of Insurance being within the overall Limit of Indemnity and not in addition thereto.



## Endorsement E

### Corporate Defence Costs Extension AVN108A (Amended)

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) any criminal legislation in any other country equivalent to (a) or (b) above.

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 10% of the limit as set forth in Item 6. of the Schedule in respect of all matters arising out of one or more Occurrences during the Period of Insurance and whether involving one or more Insureds.

## Endorsement F

### Extended Coverage Endorsement (Aviation Liabilities) AVN52G (Amended)

1. WHEREAS the Insurance of which this Endorsement forms part is subject to an exclusion in respect of war, hi-jacking and other perils (Exclusion 8.), it is hereby understood and agreed that all sub-paragraphs other than (b) of Exclusion 8 forming part of this Insurance 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 Exclusion 8.  
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 GBP50,000,000 (or currency equivalent) or the limit set forth in Item 6. of the Schedule 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 Exclusion 8.**  
- 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 requisitionPROVIDED 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 Exclusion 8. - 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.



For further information, please contact your local Marsh office or visit our web site at: [uk.marsh.com](http://uk.marsh.com)

**MARSH SPECIALTY**

Willow House

Broadland Business Park

Peachman Way, Norwich

NR7 0WF

Tel: +44 (0)1603 207248 or 7057 or 7229

Email: [uk.airside@marsh.com](mailto:uk.airside@marsh.com)

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