flycovered™
Frequent Flyer

flycovered™
Aviation insurance

Policy Wording
For
Frequent Flyer
Annual Aviation
Insurance

This is **your** FlyCovered Frequent Flyer Annual Aviation Insurance Policy which is arranged in different Sections as follows:

Introduction	This introduces **you** to the FlyCovered Frequent Flyer Annual Aviation insurance product and identifies the documents that make up this Policy.
Important Information	This describes important information that applies to **you** in addition to the other Sections of this Policy.
Agreement to Insure	This describes the parties to the insurance contract and the party through whom this insurance has been arranged.
Definitions	This defines the meaning of certain words and phrases used in this Policy.
Section 1	Physical Loss of or Damage to Aircraft This covers **you** for physical loss of or damage to **your aircraft.** It includes the Conditions of cover and Exclusions relating to circumstances where **we** will not pay a claim.
Section 2	Legal Liability to Third Parties (Other than Passengers). This covers **you** for **your** legal liability to third parties arising from **your** use of the **aircraft**. It includes the Condition of cover and Exclusions relating to circumstances where **we** will not pay a claim.
Section 3	Legal Liability to Passengers This covers **you** for **your** legal liability to passengers (including passenger baggage and personal effects) arising from **your** use of the **aircraft**. It includes the Condition of cover and Exclusions relating to circumstances where **we** will not pay a claim.
Defence and Settlement Payments	This describes when **we** will defend **you** in any legal proceedings and how costs will be paid relating to any liability claims under this Policy.
General Exclusions	There are a number of General Exclusions relating to circumstances where **we** will not pay a claim. These apply to the whole of this Policy.
General Conditions	There are a number of General Conditions which **you** must observe and comply with. If **you** breach any of these General Conditions this may render **your** claim null and void or reduce the amount payable or **we** may treat this insurance as though it never existed. These apply to the whole Policy.
Endorsements	These describe special terms and conditions under this Policy.

INTRODUCTION

Thank you for choosing FlyCovered Frequent Flyer Annual Aviation Insurance for **your aircraft**.

This document, **your schedule**, **certificate of insurance** and any **endorsements** make up **your** Policy. **You** should read these documents carefully and make sure that they meet **your** needs. It is important that:

you check that the Sections of coverage **you** have requested are included in this Policy;

you comply with **your** duties under each Section and under this Policy as a whole.

You should regularly review **your** cover to ensure that it is adequate and continues to meet **your** needs.

You can access all details of **your** insurance including **your** insurance documents through **your** FlyCovered Frequent Flyer account at www.flycovered.com. To log into **your** account **you** will require **your** account password, **your** postcode and **your** email address.

IMPORTANT INFORMATION

Information You Have Given Us

In deciding to accept this risk and in setting the terms, including the premium, **we** have relied on the information which **you** have provided to **us** via the **administrator**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

(a) treat this Policy as if it never existed;

(b) decline all claims; and

(c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

(i) treat this Policy as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;

(ii) treat this Policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;

(iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

(1) give **you** 7 days' notice that **we** are terminating this Policy in accordance with paragraph (c) of the Cancellation and Cooling–Off Period paragraph below; or

(2) give **you** notice that **we** will treat this Policy and any future claim in accordance with paragraphs (ii) and/or (iii), in which case **you** may then give **us** 7 days' notice that **you** are terminating this Policy.

If this Policy is terminated in accordance with (1) or (2) above, **we** will refund any premium due to **you** which will be calculated at a proportionate daily rate depending on the number of **policy days** remaining until expiry of the **policy period**.

Cancellation and Cooling-Off Period

(a) **Your Right to Cancel during the Cooling-Off Period**

You are entitled to cancel this Policy by notifying the **administrator**, by telephone on 0208 059 8542, by email to admin@flycovered.com, or in writing to Covered Insurance Services Limited, Covered Insurance PO Box 581 Grays RM17 9QU within 14 days of either:

(i) the date **you** receive this Policy; or

(ii) the start date of the **policy period**

whichever is the later.

If this Policy is cancelled before the start date of the **policy period** a full refund of any premium paid will be made, otherwise any return of premium due to **you** will be calculated at a proportionate daily rate depending on how long the Policy has been in force, unless **you** have made a claim in which case the full premium is due.

(b) **Your Right to Cancel after the cooling-off period**

You are entitled to cancel this Policy after the cooling-off period, if applicable, by notifying the **administrator** by telephone on 0208 059 8542, by email to admin@flycovered.com or in writing to Covered Insurance Services Limited, Covered Insurance PO Box 581 Grays RM17 9QU Any return of premium due to **you** will be calculated at a proportionate daily rate depending on the number of remaining **policy days** in respect of the unexpired **policy period** unless **you** have made a claim in which case the full premium is due.

(c) **Our Right to Cancel**

We are entitled to cancel this Policy, if there is a valid reason to do so, including for example:

(i) any failure by **you** to pay the premium or premium instalment by the due date; or

(ii) a change in risk occurring which means **we** can no longer provide **you** with insurance cover; or

(iii) non-cooperation or failure to supply any information or documentation **we** request, such as details following an event, circumstance, **occurrence** or **aviation incident** in accordance with Endorsement 16 – Pilot's Personal Accident; or

(iv) threatening or abusive behaviour

by giving **you** 7 days' notice in writing.

Any return of premium due to **you** will be calculated at a proportionate daily rate depending on the number of remaining **policy days** in respect of the unexpired **policy period** unless **you** have made a claim in which case there will be no refund of premium.

If the premium for this Policy is being paid in instalments and there is a claim on the Policy, any outstanding premium instalments shall become payable immediately.

Additional Cancellation Provisions

In addition to the above Cancellation and Cooling-off Period Section, **your** attention is drawn to the following additional automatic termination and cancellation provisions:

(i) proviso (b) of Endorsement 6 – Extended Coverage (Aircraft Hull);

(ii) paragraph 4 (Automatic Termination) and paragraph 5 (b) (Cancellation (7 days)) of Endorsement 7 **–** Extended Coverage (Aviation Liability);

(iii) paragraph 6 of Endorsement 11 – Aircraft Financial Interest.

Please note that any refund of premium from **us** may be subject to a charge levied by the **administrator**. Any charges levied by the **administrator** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** purchased this Policy.

Change in Circumstances

In respect of any change in the information **you** have provided to **us** either before or during the **policy period**, **you** should as soon as reasonably practicable notify **us** via **your** FlyCovered Frequent Flyer account at www.flycovered.com where **you** will require **your** account password, **your** postcode and **your** email address to log into **your** account, by telephone on 0208 059 8542 or by email to admin@flycovered.com

When notified of any change to information **you** have provided to **us we** will inform **you** by email containing a revised **schedule** and/or **certificate of insurance,** via the **administrator,** of **our** acceptance to the change**.** In addition, **we** may require an adjustment to the premium and/or **we** may amend the terms of this Policy. However, should the change not be acceptable to **us, we** may cancel this Policy in accordance with the cancellation provisions above.

Please note that any change in circumstances may be subject to a charge levied by the **administrator**. Any charges levied by the **administrator** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** purchased this Policy.

Data Protection Statement

For the purposes of this Notice, "**we/us/our**" includes Tokio Marine Kiln Syndicates Ltd, the **administrator** and any agents. **You/your** includes the **insured**, and anyone who provides data to the **administrator**, or who is or becomes insured by **us** under a contract of insurance (this **Policy**).

The security of data is very important to **us**, which **we** will handle with all appropriate security measures. **We** will collect and process data (including personal information) about any person insured under this Policy for its administration**,** the handling of claims and the provision of customer services, and may share it with related entities and with trusted service providers and agents such as lawyers, as well as other parties such as anti-fraud databases, subject to proper instruction and control.

All data may be used by **us** for generic risk assessment and modelling purposes but will not be used or passed to any other party for marketing products or services without **your** express consent. All data provided by **you** about other individuals, such as family, friends or other associates, must be with their permission. It is **your** responsibility to inform them about **our** use of their data.

Data will not be retained for longer than necessary and will be deleted within 7 years after expiry of this **Policy**, unless it is further required for legal or regulatory reasons. **You** have a number of rights in relation to the data, including the right to request a copy of the information to correct any inaccuracies and in certain circumstances to have it deleted. Data transferred outside the European Economic Area will have equivalent protection.

Our handling of data is consistent with the London insurance market's Core Uses of Information Notice at https://lmg.london/wp-content/uploads/2019/07/LMA-Insurance-Market-Information-Uses-Notice-post-enactment-31-05-2018.pdf.

Further information on our use of your personal information is set out in **our** Privacy Notice at https://www.tokiomarinekiln.com/privacy/.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, **You** should contact the **administrator**.

Insurance Premium Tax

The premium payable under this Policy may be subject by law to compulsory Insurance Premium Tax, which shall be payable by **you** at the appropriate rate.

Fraud

1. If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated **we**:

   (a) will not be liable to pay the claim; and

   (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and

   (c) may by notice to **you** treat this Policy as having been terminated with effect from the time of the fraudulent act.

2. If **we** exercise **our** right under 1 (c) above:

   (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this Policy (such as an **occurrence**, an **aviation incident** in accordance with Endorsement 16 – Pilot's Personal Accident, the making of a claim, or the notification of a potential claim); and

   (ii) **we** need not return any of the premium paid.

3. If this Policy provides cover for any person who is not a party to the contract ('a covered person'), and a fraudulent claim is made under this Policy by or on behalf of a 'covered person', **we** may exercise the rights set out in clause 1 above as if there were an individual insurance contract between **us** and the 'covered person'. However, the exercise of any of those rights shall not affect the cover provided under this Policy for any other person.

Sanctions

We shall not provide any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Law and Jurisdiction

This Policy shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.

Language

The language of this Policy shall be English.

Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored by the **administrator**.

How to make a claim

Notice of any event likely to give rise to a claim under this Policy shall be given as soon as reasonably practicable to **us** via Charles Taylor whose contact details are:

Charles Taylor
2 Minster Court,
Mincing Lane,
London EC3R 7BB

Telephone: 24 hour: **0333 370 8105**
email: FlyCovered@charlestaylor.com

In all cases **you** shall:

(a) provide the Policy Number and the Aircraft Registration Marks;

(b) provide to **us** via Charles Taylor, full particulars of the event the subject of a claim with any letters or documents relating to it;

(c) give notice of any impending prosecution or civil action;

(d) provide such further information and assistance as **we** may reasonably require;

(e) not act in any way to the detriment of or prejudice **our** interest.

You shall not make any admission of liability, payment, offer or promise of payment without **our** written consent.

Complaints Procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about this Policy or the handling of a claim **you** should, in the first instance contact:

Covered Insurance Services Limited
PO Box 581
Grays
RM17 9QU
telephone: 0208 059 8542
email: admin@flycovered.com

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to:

The Complaints Team
Tokio Marine Kiln Syndicates Limited
address: 20 Fenchurch Street, London EC3M 3BY

telephone: +44 (0) 20 7886 9000
email: complaints@tokiomarinekiln.com

If **you** are not satisfied with **our** response, **you** may refer to Lloyd's by contacting:

The Complaints' Team, Lloyd's
address: Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN
telephone: +44 (0) 7327 5693
e-mail: complaints@lloyds.com
facsimile: +44 (0) 7327 5225
website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How Can We Help" available at www.lloyds.com/complaints.

If **you** remain dissatisfied after Lloyd's has considered the matter, **you** may be able to refer the complaint to the United Kingdom's Financial Ombudsman Service (FOS) by contacting:

The FOS
address: Exchange Tower, London E14 9SR

telephone: 0800 0234 567 (calls are free from fixed lines in the United Kingdom)
or 0300 1239 123
email: complaint.info@financial-ombudsman.org.uk

Making a complaint does not affect **your** right to take legal action. However, the FOS will not adjudicate on any cases where litigation has commenced.

The FOS can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website:
www.financial-ombudsman.org.uk

AGREEMENT TO INSURE

The insurance provided under this Policy has been arranged through:

Covered Insurance Services Limited

Covered Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA), with the Financial Services number of 955748. Registered in England with the number of 05119027.

Covered Insurance Services Limited has arranged the insurance provided under this Policy in accordance with the authorisation granted to it under a contract of delegated authority by **us**, with the unique market reference number (UMRN) for the delegated authority shown in the **schedule**.

This Policy is an insurance contract between:

us

and

you

Provided the Premium (including the applicable Insurance Premium Tax), as shown in Items 9 and 10 of the **schedule**, has been paid by **you** in accordance with the terms of this Policy, **we** shall provide the insurance in accordance with the terms of this Policy.

Only **you** and **us** can enforce the terms of this Policy. The Contracts (Rights of Third Parties) Act 1999 will not grant any additional rights under this Policy in favour of any third party, but this does not affect any legal right or remedy of a third party which exists or is available apart from such Act.

Our Regulatory Status:

We are authorised by the Prudential Regulation Authority (PRA) and regulated by the PRA and Financial Conduct Authority (FCA), with the Financial Services Register number of 204909**.**

Several Liability Notice

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

DEFINITIONS

Headings are inserted for the purpose of convenient reference only and are not to be considered part of this Policy. Otherwise, wherever words or phrases appear in bold in this Policy, the **schedule**, the **certificate of insurance** and any **endorsements** they will have the meanings shown in the Definitions.

administrator
Means:
Covered Insurance Services Limited
PO Box 581
Grays
RM17 9QU

telephone: 0208 059 8542
email: admin@flycovered.com

advanced instruction
Means use of the **aircraft** on an **insured flying day** for flight training of a Pilot shown in Item 7 of the **schedule** for a purpose other than obtaining a licence necessary to command the **aircraft**. **advanced instruction** includes but is not limited to continuation training, instruction to gain a rating and conversion training.

aircraft
Means the **aircraft** shown in Item 3 of the **schedule** together with the engine(s) and standard instruments and equipment usually installed in or on the **aircraft** whilst:

(a) installed in or on the **aircraft;**

(b) temporarily detached from the **aircraft**;

(c) detached from the **aircraft** for replacement until the **commencement of the operation of fitting** the replacement item, at which time the replacement item shall be considered part of the **aircraft**.

aircraft home airport
Means the airport as shown in Item 3 of the **schedule**.

aerobatics flying
Means use of the **aircraft** to perform an intentional manoeuvre involving an abrupt change in an aircraft's attitude, an abnormal attitude, or abnormal acceleration or deceleration, not necessary for normal flights.

bodily injury
Means physical injury, sickness or disease including death at any time resulting therefrom.

certificate of insurance
Means the evidence in writing issued by the **administrator**, and sent by email to **you**, confirming the existence of aviation insurance on the **aircraft** identified on the certificate. It includes but is not limited to **your** details, the Pilots who are entitled to fly the **aircraft** and the purpose for which the **aircraft** can be used.

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

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

data event
Means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of **data**.

deductible
Means the amount shown in Item 5 of the **schedule** or the applicable **endorsement** of Item 10 of the **schedule** that is to be paid by **you** and is deducted from each claim. If a claim is less than the amount of the **deductible** then **you** will bear all of the claim.

endorsement(s)
Any special terms and conditions included in this Policy or added to this Policy and which are referenced in the **schedule** or issued as an attachment to the **schedule**.

europe
Means:
West of 30° East longitude – all countries that have borders within west of 30° East excluding Russia.
East of 25° West longitude
North of 35° North latitude

For the purposes of this Policy **europe** shall include all Mediterranean islands.

flight(s)
Means from the time the **aircraft** moves forward in taking off or attempting to take off, whilst in the air, and until the **aircraft** completes its landing run. A rotary-wing **aircraft** shall be deemed to be in **flight** when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.

force majeure
Means unusual and unforeseeable circumstances beyond **your** control, the consequences of which could not have been avoided.

ground
Means whilst the **aircraft** is not in **flight**. **ground** risk coverage shall include:

(a) whilst the **aircraft** is being operated on the **ground** by any person competent for that purpose which would include but is not limited to engine running and movement of the **aircraft** whilst on the **ground**; as provided for in the exception to General Exclusion 3(a);

(b) incidental legal liability to third parties, under Section 2 of this Policy, whilst the **aircraft** is not in **flight**.

occurrence
Means an accident or a continued or repeated exposure to conditions occurring during the **policy period**, which results in **bodily injury** and/or **property damage** which is neither expected nor intended from **your** standpoint. All **bodily injury** and/or **property damage** arising out of the exposure to substantially the same general conditions shall be deemed to arise out of one **occurrence**.

overhaul cost
Means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the **overhaul life** of the damaged or a similar **unit**.

overhaul life
Means the amount of use, or operational and/or calendar time which, according to the aviation authority having relevant jurisdiction over the **aircraft**, determines when overhaul or replacement of a **unit** is required.

policy days
Means all the days that make up the **policy period.**

policy period
Means the period from the start date to the expiry date of this Policy as shown in Item 2 of the **schedule** and for which **you** have paid and **we** have accepted a premium.

private pleasure
Means use of **aircraft** for private and pleasure purposes including incidental business or professional purposes and **advanced instruction** of the Pilots shown in Item 7 of the **schedule** but not for hire or reward.

property damage
Means physical loss of or damage to or destruction of tangible property, including the resultant loss of use of the property.

risks covered

The definitions of '**flight**', '**ground'** and '**taxiing**' are the risks which are covered by this Policy, as shown in Item 3 of the **schedule**.

schedule
Means the document that the **administrator** sends **you** by email when **you** purchase this Policy, which includes but is not limited to **your** details, details of the premium paid, the insured **aircraft** and the Sections of cover/**endorsements** applicable to **you**.

A revised **schedule** will only be issued when there are variations to the terms and conditions of this Policy.

software
Means: programs, source codes, binary codes, scripts, applications and electronic data used to instruct computers to perform one or more task(s).

taxiing
Means movement of the **aircraft** under its own power other than in **flight**. '**taxiing**' shall not be deemed to have ceased merely by a temporary halting of the **aircraft**.

total loss
Means:

(a) physical damage to the **aircraft** where in **our** opinion:

(i) the **aircraft** is damaged to such an extent that it cannot be repaired; or

(ii) the cost of repairing the **aircraft** is estimated to exceed its Agreed Value shown in Item 3 of the **schedule**.

(b) the disappearance of the **aircraft** if it cannot be located 30 days after:

(i) the commencement of **flight**; or

(ii) the date on which the theft was reported to **us**.

unit
Means a part or an assembly of parts (including any sub-assemblies) of the **aircraft** which has been assigned an **overhaul life** as a part or an assembly. An engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall constitute a single **unit**.

we / us / our
Means:

Tokio Marine Kiln Syndicates Limited (Syndicates 510 80% and 1880 20% at Lloyd's, London)
address: 20 Fenchurch Street, London EC3M 3BY

telephone: +44 (0) 20 7886 9000

you / your / insured
Means the person or group of persons named as the **insured** in Item 1 of the **schedule**.

For the purposes of Sections 2 and 3 **you** / **your** / **insured** shall include Pilots as shown in Item 7 of the **schedule**.

If the **insured** is a group, for the purposes of Sections 2 and 3 the term **insured** shall include all members of such group.

SECTION 1 – PHYSICAL LOSS OF OR DAMAGE TO AIRCRAFT

1. Coverage

(a) **We** will pay for physical loss of or damage to the **aircraft** occurring during the **policy period**, and arising from the **risks covered**, but not exceeding the Agreed Value as shown in Item 3 of the **schedule**, less any applicable amount shown in Condition 3 (b) and (c) below.

(b) In the event of an **aircraft** making a forced landing, including as a result of **force majeure**, in any place where it is unable to take-off safely, **we** will pay for all reasonable costs, expenses or expenditure for the removal of the **aircraft** to the nearest suitable take-off area, even if no damage has been sustained, provided always that **our** liability for such costs, expenses or expenditure, and for any loss of or damage to the **aircraft** does not exceed the Agreed Value of the **aircraft** as shown in Item 3 of the **schedule**.

(c) For any **aircraft** covered for **flight** risk, **we** will pay, in addition to the Agreed Value as shown in Item 3 of the **schedule**, any reasonable emergency expenses necessarily incurred by **you** for the immediate safety of the **aircraft** consequent upon damage or forced landing, up to 10% of the Agreed Value as shown in Item 3 of the **schedule**.

2. Exclusions applicable to this Section

This Section does not apply to:

(a) Wear and tear, deterioration, breakdown, defect or failure however caused in any **unit** of the **aircraft** and the consequences arising within that **unit**;

(b) Damage to any **unit** by anything which has a progressive or cumulative effect, but damage attributable to a single recorded incident is covered under paragraph 1 (a) above.

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

HOWEVER physical loss of or damage to the **aircraft** consequent upon paragraph 2 (a) or 2 (b) above is covered.

(c) theft of an **aircraft** by an **insured** or with their knowledge or consent.

3. Conditions applicable to this Section

(a) **Dismantling, Transport and Repairs**

If the **aircraft** is damaged:

(i) no dismantling or repairs shall be commenced without **our** consent except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;

(ii) **we** will pay only for repairs and transport of labour and materials by the most economical method unless **we** agree otherwise with **you**.

(b) **Partial Loss**

If **we** settle a claim other than on the basis of a **total loss we** will pay the cost of repairing the **aircraft** less:

(i) any applicable **deductible** shown in Item 5 of the **schedule** and/or

(ii) an amount for wear and tear of any **unit.** This will be calculated as the proportion of the **overhaul cost** of any **unit** repaired or replaced as the used time bears to the **overhaul life** of the **unit**.

(c) **Total Loss**

If **we** settle a claim on the basis of a **total loss we** will pay the Agreed Value of the **aircraft** as shown in Item 3 of the **schedule** less any applicable **deductible** shown in Item 5 of the **schedule**.

(d) **Salvage**

If **we** settle a claim on the basis of a **total loss**, **we** may take the **aircraft** together with all documents of record, registration and title as salvage and the cover afforded by this Section is terminated in respect of such **aircraft** even if the **aircraft** is retained by **you** for valuable consideration or otherwise.

(e) **Right of Ownership**

Unless **we** agree in writing to take the **aircraft** as salvage the **aircraft** shall at all times remain **your** property.

(f) **Theft of the Aircraft**

In the event of theft of the **aircraft you** shall report details to the police as soon as reasonably practicable. If the **aircraft** is found undamaged before **we** have paid any claim in relation to that theft, then **we** will pay the cost of returning it to **your home airport** by the most economical means.

SECTION 2. LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

1. Coverage

We agree to pay on **your** behalf all sums which **you** shall become legally liable to pay as compensatory damages for **bodily injury** and/or **property damage** to third parties caused by an **occurrence** arising from **your** use of the **aircraft**.

Our liability under this Section shall not exceed the applicable Limits as shown in Item 4 of the **schedule** less any applicable **deductible** shown in Item 5 of the **schedule**.

2. Exclusions applicable to this Section

This Section does not apply to:

(a) **bodily injury** sustained by any of **your** directors or employees or a partner in **your** business whilst acting in the course of their employment with or duties for **you**;

(b) **bodily injury** sustained by any member of the flight crew whilst engaged in the operation of the **aircraft**;

(c) **bodily injury** sustained by any passenger whilst entering, on board, or alighting from the **aircraft**;

(d) **property damage** to any property belonging to **you** or in **your** care, custody or control;

(e) any claims caused by:

(1) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,

(2) pollution and contamination,

(3) electrical and electromagnetic interference,

(4) 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.

With respect to any provision in this Section concerning any of **our** duties to investigate or defend claims, such provision shall not apply and **we** shall not be required to defend

(i) claims excluded by paragraphs (1) to (4) of this exclusion; or

(ii) a claim or claims covered by this Section when combined with any claims excluded by paragraphs (1) to (4) of this exclusion (referred to below as "Combined Claims").

In respect of any Combined Claims, **we** shall (subject to proof of loss and the Limits of this Section) reimburse **you** for that portion of the following items which may be allocated to the claims covered by this Section:

(i) damages awarded against **you** and

(ii) defence fees and expenses incurred by **you**.

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

(f) any claims caused by:

(i) the actual, alleged or threatened presence of asbestos in any form, or any material or product containing, or alleged to contain, asbestos; or

(ii) 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 Section, **we** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (i) or (ii) of this exclusion.

3. Condition applicable to this Section

This Section shall operate in all respects as if issued separately to each party insured but **our** total liability in respect of any or all parties insured shall not exceed the applicable Limits as shown in Item 4 of the **schedule** less any applicable **deductible** shown in Item 5 of the **schedule**. **Your** attention is drawn to General Condition 7 of this Policy.

SECTION 3 – LEGAL LIABILITY TO PASSENGERS

1. Coverage

We agree to pay on **your** behalf all sums which **you** shall become legally liable to pay as compensatory damages for:

(a) **bodily injury** to passengers whilst entering, on board, or alighting from the **aircraft** caused by an **occurrence**;

(b) **property damage** to baggage and personal effects of passengers caused by an **occurrence** whilst their baggage and personal effects are in **your** care, custody or control for the purpose of carriage by air.

Our liability under this Section shall not exceed the applicable Limits as shown in Item 4 of the **schedule** less any applicable **deductible** shown in Item 5 of the **schedule**.

2. Exclusions applicable to this Section

This Section does not apply to:

(a) **bodily injury** sustained by any of **your** directors or employees or a partner in **your** business whilst acting in the course of their employment with or duties for **you**;

(b) **bodily injury** sustained by any member of the flight crew whilst engaged in the operation of the **aircraft**; except that in the event of there being a flying instructor on board the **aircraft** for the purpose of **advanced instruction** of a Pilot shown in Item 7 of the **schedule**, the flying instructor shall be deemed to be a permitted Pilot under this Section and the Pilot shown in Item 7 of the **schedule** receiving **advanced instruction** shall be deemed to be a passenger and shall be covered under this Section.

(c) any claims caused by:

(i) the actual, alleged or threatened presence of asbestos in any form, or any material or product containing, or alleged to contain, asbestos; or

(ii) 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 Section, **we** will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (i) or (ii) of this exclusion.

3. Condition applicable to this Section

This Section shall operate in all respects as if issued separately to each party insured but **our** total liability in respect of any or all parties insured shall not exceed the applicable Limits as shown in Item 4 of the **schedule** less any applicable **deductible** shown in Item 5 of the **schedule**. **Your** attention is drawn to General Condition 7 of this Policy.

DEFENCE AND SETTLEMENT PAYMENTS

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

1. **We** shall have the right and obligation to

   (a) investigate, evaluate and settle

   or

   (b) defend to discontinuance or judgment

   any claim or legal proceedings against **you**, even if groundless, false or fraudulent.

   Nevertheless, **we** retain the right to tender the applicable limit of liability in settlement of a claim if **we** consider this to be appropriate and in this event, **our** obligations under Sections 2 and 3 of this Policy will cease as regards the claim.

2. The amount payable by **us** in respect of any settlement or judgment requiring payment by **you** shall include any costs and expenses assessed against **you** and interest accruing after entry of judgment and shall not exceed the applicable limit of **our** liability.

3. **We** shall pay any costs and expenses:

   (a) of any legal or other person whom **we** appoint, that are incurred for the purpose of investigation, evaluation, settlement or defence of such claim or legal proceedings;

   (b) **you** incur (other than the salaries of **your** employees and **your** normal expenses) that are incurred with **our** prior approval.

   These costs and expenses are payable by **us** in addition to any settlement or judgment. However, **our** liability is limited in case of settlement(s) and / or judgment(s) that exceed the applicable limit of **our** liability. In such case **our** liability is limited to such proportion of those costs

and expenses as the applicable limit bears to the total amount for which **you** are adjudged liable and / or which it has agreed to pay in settlement of any such claim(s) or legal proceedings.

YOU ARE LIABLE TO REIMBURSE US FOR THAT PROPORTION OF ANY COSTS AND EXPENSES AS WE MAY HAVE PAID WHICH EXCEED THE LIMIT OF OUR LIABILITY.

4. With respect to any coverage which is subject to an aggregate limit hereunder our obligations under Sections 2 and 3 of this Policy will cease as regards such coverage once the applicable aggregate limit of liability of Sections 2 and 3 of this Policy has been exhausted and in this event **you** shall have the responsibility to take over control of any claim or legal proceedings from **us**.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply:

1. whilst the **aircraft** is being used by **you** for any purpose other than those shown in Item 6 of the **schedule**, or for any illegal purpose.

2. whilst the **aircraft** is outside the Geographical Limits shown in Item 8 of the **schedule** unless due to a forced landing or as a result of **force majeure.**

3. whilst the **aircraft** is being piloted by any person other than as shown in Item 7 of the **schedule** except that:

   (a) the **aircraft** may be operated on the **ground** by any person competent for that purpose which would include but not be limited to engine running and movement of the **aircraft** on the **ground**;

   (b) in the event of there being a flying instructor on board the **aircraft** for the purpose of **advanced instruction** of a Pilot shown in Item 7 of the **schedule**, the flying instructor shall be deemed to be a permitted Pilot under this Policy and the Pilot shown in Item 7 of the **schedule** receiving **advanced instruction** shall be deemed to be a passenger and shall be covered under Section 3 of this Policy.

   However, no claim under this Policy shall be rejected on the grounds that the **aircraft** was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was as a result of theft and that **you** had taken reasonable precautions to prevent such unauthorised use.

4. whilst the **aircraft** is being transported by any means of conveyance except as the result of an event giving rise to a claim under Section 1 of this Policy.

5. whilst the **aircraft** is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the **aircraft** unless due to a forced landing or as a result of **force majeure.**

6. to liability assumed or rights waived by **you** under any agreement except to the extent that the liability would have attached to **you** in the absence of the agreement.

7. whilst the total number of passengers being carried in the **aircraft** exceeds the maximum number of passengers shown in Item 3 of the **schedule**.

8. to any 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 (including acts of vandalism) 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 **your** consent.

Furthermore this Policy does not cover claims arising whilst the **aircraft** is outside **your** control by reason of any of the perils shown in sub-paragraphs (a) to (g) above. The **aircraft** shall be deemed to have been restored to **your** control on the safe return of the **aircraft** to **you** at an airfield not excluded by the Geographical Limits shown in Item 8 of the **schedule**, 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).

9. to any claims caused by:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source.

10. to any claims caused by:

(a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system 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;

(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 **you** 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 resulting from any act, failure to act or decision by **you** or by any third party related to any such change of year, date or time;

and any provision in this Policy concerning any of **our** duties to investigate or defend claims shall not apply to any claims so excluded.

11. to any claims caused by a **data event**.

This exclusion does not apply to:

(a) physical loss of or physical damage to an aircraft or spares and equipment; and/or

(b) **bodily injury** and/or **property damage** caused by an aircraft accident; and/or

(c) bodily injury and/or damage to tangible property including resultant loss of use of such property arising out of the Insured's aviation operations caused other than by an aircraft accident.

Within sub-paragraph (c):

(i) solely for the purposes of this sub-paragraph and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury, fatal or otherwise, and unless arising directly therefrom shall not include mental anguish, fright or shock; and

(ii) **data** shall not be considered as tangible property.

Nothing in this General Exclusion 11 shall override any other exclusion clause attached to or forming part of this Policy.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. **You** shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss under this Policy.

2. **You** shall comply with all air navigation and airworthiness orders and requirements issued by any aviation authority having jurisdiction affecting the safe operation of the **aircraft** and shall ensure that:

(a) the **aircraft** is airworthy at the commencement of each **flight**;

(b) all log books and other records in connection with the **aircraft** which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to **us** or **our** agents on request;

(c) any of **your** employees or agents comply with such orders and requirements.

3. This Policy does not apply to claims which are recoverable under any other policy/ies effected by **you** except in respect of any excess beyond the amount which would have been recoverable under such other policy/ies had this Policy not been effected.

This General Condition 3 does not apply to Endorsement 16 – Pilot's Personal Accident.

4. Upon a payment being made under this Policy, **we** shall be subrogated to **your** rights and remedies and **you** shall co-operate with and do all things necessary to assist **us** to exercise such rights and remedies.

5. This Policy shall not be assigned in whole or in part without **our** prior written agreement.

6. When two or more **aircraft** are insured the terms of this Policy, including the Limits as shown in Item 4 of the **schedule**, shall apply separately to each **aircraft** unless otherwise shown.

7. If there is more than one **insured** covered under this Policy, whether by **endorsement** or otherwise, **our** total liability in respect of any or all **insureds** shall not exceed the Limits as shown in Item 4 of the **schedule** less any applicable **deductible** shown in Item 5 of the **schedule**.

8. The landing and taking off of the **aircraft** on landing grounds other than licensed airfields are covered under this Policy, provided always that:

   (a) **you** and/or the Pilots shown in Item 7 of the **schedule** have obtained the permission of the owner or tenant of the land;

   (b) **you** and/or the Pilots shown in Item 7 of the **schedule** have ascertained the suitability of the landing ground and has enquired from the landowner/tenant or from their authorised representative the condition of the landing ground at the expected time of arrival;

   In the event of a claim being made under this Policy in respect of an incident during the use of such landing ground the onus of proving that (a) and (b) above had been complied with shall rest entirely on **you**.

9. Sections 2 and 3 of this **policy** shall operate as if issued separately to each **insured** and this General Condition 9 shall not apply to any claims for loss of or damage to **aircraft.** However, in no event shall **our** total liability exceed the applicable Limits shown in the **schedule.**

10. To the extent of the coverage provided by this Policy, this Policy includes claims caused by the use of or inability to use **software** up to the applicable Limits shown in the **schedule**.

    No additional limit(s) of coverage shall be conferred by this General Condition 10.

ENDORSEMENTS

The below **endorsements** are otherwise subject to the terms, conditions, limitations and exclusions of this Policy.

Endorsements 1 to 13 inclusive are automatically 'Included' in this Policy.

'Optional' endorsements 14 to 19 inclusive are subject to payment of an additional premium including insurance premium tax as shown in the **schedule**, and shall only apply to this Policy where shown as 'Included' alongside the applicable **endorsement** in Item 10 of the **schedule**.

Endorsement 20 is automatically included in this Policy when Endorsement 17 is marked as 'Included'.

<u>Endorsement 1</u>
DATE RECOGNITION LIMITED COVERAGE (applicable to hull and aircraft liability coverage)

General Exclusion 10 shall not apply:

1. to any accidental loss of or damage to an **aircraft**;

2. to any sums which **you** shall become legally liable to pay, and (if so required by this

Policy) shall pay (including costs awarded against **you**) in respect of:

(a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to the **aircraft**; and/or

(b) cargo caused by an accident to the **aircra**ft; and/or

(c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by the **aircraft** or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this **endorsement** shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of this Policy (except as specifically provided herein), and nothing in this **endorsement** extends coverage beyond that which is provided by this Policy.

2. Nothing in this **endorsement** shall provide any coverage:

(a) in respect of grounding of any **aircraft**; and/or

(b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under this Policy.

Endorsement 2
ADDITIONS AND DELETIONS OF AIRCRAFT

1. In respect of adding an **aircraft** to the Schedule of Aircraft in Item 3 of the **schedule,** any additional premium will be calculated at a pro rata of the annual premium applicable to such **aircraft** for the remaining **policy period**.

   In the event of a claim arising in respect of any **aircraft** added to the Schedule of Aircraft in Item 3 of the **schedule** being settled on the basis of a **total loss** any outstanding premium for Section 1 – Physical Loss of or Damage to Aircraft, shall be paid to **us** in respect of such **aircraft**.

2. In respect of deleting an **aircraft** from the Schedule of Aircraft in Item 3 of the **schedule**, the return premium will be calculated on a proportionate basis for the unexpired **policy period**.

   Please note that any refund of premium from **us** under this **endorsement** may be subject to a further cancellation charge levied by the **administrator**. Any charges levied by the **administrator** will be in accordance with the terms and conditions agreed between **you** and them at the time **you** purchased this Policy.

All additions to and deletions from the Schedule of Aircraft in Item 3 of the **schedule** must be advised via **your** FlyCovered Frequent Flyer account at www.flycovered.com as soon as reasonably practicable and are not effective until **you** have received an email from the **administrator** containing **your** new **schedule** and/or **certificate of insurance** confirming the date of the addition or deletion. To log into **you**r account **you** will require **your** account password, **your** postcode and **your** email address.

Endorsement 3
BREACH OF AIR NAVIGATION REGULATIONS

The cover afforded to **you** by this Policy shall not be invalidated by any act or omission which results in a breach of any air navigation or airworthiness orders or requirements issued by any competent

authority affecting the safe operation of the **aircraft** provided that **you** have not caused, contributed to or knowingly condoned the said act or omission. If **you** have caused, contributed to or knowingly condoned the said act or omission **you** shall not be entitled to indemnity under this Policy.

Endorsement 4
NO CLAIMS DISCOUNT ON RENEWAL

The Policy no claims discount will increase by 1 year every renewal if **you** remain claim free up to a maximum of 3 years as shown below. Should **you** make a claim during the **policy period** the no claims discount will be reduced to 0% at the next renewal date. If **your** renewal is due and investigations into a claim are still on-going, **we** may reduce **your** no claim discount provisionally, until **our** investigations are complete. **We** may then restore **your** no claim discount and refund any extra premium that has been paid. If a claim is made which is not **your** fault and **we** have to make a payment, **we** will reduce **your** no claim discount unless **we** recover all sums **we** have paid from those responsible. The no claims discount cannot be transferred to anyone else.

1 Year	5%
2 Years	7.5%
3 Years	10%

Endorsement 5
OUT OF NOTIFIED HOURS

The coverage provided by this Policy shall not be invalidated as a result of **your** use of certain airfields and/or airports out of the notified hours, subject to prior permission having been granted by the appropriate owner and/or operator of such airfield and/or airport.

Endorsement 6
EXTENDED COVERAGE (Aircraft Hull)

Regardless of General Exclusion 8, this Policy is extended to include claims caused by the following:

1. strikes, riots, civil commotions or labour disturbances;

2. any malicious act (including acts of vandalism) or act of sabotage;

3. 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 **your** consent;

up to the limit shown for Endorsement 6 in Item 10 of the **schedule**.
Provided always that:

(a) the above extension shall only apply to the extent that the loss or damage is not otherwise excluded by sub-paragraphs (a), (b), (d) and (f) of General Exclusion 8.

(b) the coverage provided by this **endorsement** may be cancelled by **us** giving notice effective on the expiry of 7 days from 23.59 hours local standard timeat **your** address on the day on which notice is given.

Endorsement 7
EXTENDED COVERAGE (Aviation Liability)

1. Sub-paragraphs (a), (c), (d), (e), (f) and (g) of General Exclusion 8 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 General Exclusion 8(a).

   Cover shall not include liability for damage to any form of property on the ground unless caused by or arising out of the use of **aircraft**.

3. Limit

   Up to the limit as shown for Endorsement 7 in Item 10 of the **schedule.**

   To the extent coverage is afforded to **you** under this Policy, the limit applicable to this **endorsement** shall not apply to **your** liability:

   (a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom this Policy affords cover for liability to its passengers arising out of its operation of **aircraft**;

   (b) for cargo and mail while it is on board the **aircraft** of any aircraft operator to whom this Policy affords cover for liability for such cargo and mail arising out of its operation of **aircraft**.

4. Automatic Termination

   To the extent provided below, cover extended by this **endorsement** shall terminate automatically in the following circumstances:

   (i) All cover
   - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America

   (ii) Any cover extended in respect of the deletion of sub-paragraph (a) of General 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 **aircraft** requisitioned for either title or use
   - upon such requisition

   Provided that if an **aircraft** is in the air when (i) or (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)

We may give notice to review geographical limits and/or premium shown in Items 8, 9 and 10 of the **schedule** respectively - such notice to become effective on the expiry of 7 days from 23.59 hours local standard timeat **your** address on the day on which notice is given.

(b) Limited Cancellation (48 hours)
Following a hostile detonation as specified in 4 (ii) above, **we** 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 General Exclusion 8 - such notice to become effective on the expiry of 48 hours from 23.59 hours local standard time at **your** address on the day on which notice is given.

(c) Cancellation (7 days)

The cover provided by this **endorsement** may be cancelled by either **us** or **you** giving notice to become effective on the expiry of 7 days from 23.59 hours local standard timeat **your** address on the day on which such notice is given.

Endorsement 8
SUPPLEMENTARY PAYMENTS

We agree to pay on **your** behalf:

1. any reasonable expenses incurred for the purpose of search and rescue operations for the **aircraft** determined to be missing and unreported after the computed maximum endurance of the **flight** has been exceeded;

2. any reasonable expenses incurred for the purpose of runway foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of the **aircraft**;

3. any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of the **aircraft** and the contents of the **aircraft**;

4. any reasonable expenses which **you** may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an event involving the **aircraft**;

up to the limit as shown for Endorsement 8 in Item 10 of the **schedule**.

Endorsement 9
AIR TESTING
This Policy is extended to apply to **flights** in the **aircraft** undertaken by the following persons for the purposes shown below provided they hold the appropriate licence to fly the **aircraft**:

(a) any person qualified to maintain the **aircraft** or repair the **aircraft** if the **flight** is in connection with the maintenance or repair;

(b) any pilot or examiner, employed or approved by the aviation authority having jurisdiction over the safe operation of the **aircraft**, for test, pilot examination or Certificate of Airworthiness **flights**. In such circumstances the aviation authority is included as an additional **insured** under Sections 2 and 3 of this Policy for the **flight.**

Item 6, Purpose of Use, of the **schedule** is amended to include any such **flight** detailed above.

Despite the inclusion of more than one **insured** the limit of **our** liability in respect of any or all **insureds** shall not exceed the limit shown for Endorsement 9 in Item 10 of the **schedule**.

Endorsement 10
CIVIL USE OF MOD AIRFIELDS

You may wish to use, for civil aircraft purposes, Ministry of Defence (MOD) airfields and **you** are required to enter into an agreement with the Crown incorporating certain conditions for the civil (flying) use of such airfields and to afford an undertaking to the Crown in the Form of **INDEM3.81/Form4a**.

We will pay **you** all sums which **you** shall become legally liable to pay and shall pay to the Crown under such an agreement as compensatory damages (including costs awarded against **you**) in respect of **bodily injury** and/or **property damage** caused by the **aircraft** or by any person or object falling therefrom up to the limit as shown for Endorsement 10 in Item 10 of the **schedule**.

If **we** are called upon to provide coverage to **you** in compliance with **INDEM3.81/Form4a** including the defence and legal costs associated therewith and if by reason of the terms conditions limitations and exclusions of this Policy such coverage would not have been provided except for this **endorsement** then **you** will reimburse **us** for such payments made in providing coverage under **INDEM3.81/Form4a**.

Additional Definition applicable to this endorsement

INDEM3.81/Form4a
Means the Ministry of Defence (MOD) document which sets out the insurance requirements for civilian aircraft using MOD airfields.

Endorsement 11
AIRCRAFT FINANCIAL INTEREST

The **party** named in the Details for Endorsement 11, in Item 10 of the **schedule**, has a financial interest in the **aircraft** under the **agreement**. Accordingly, with respect to losses occurring during the **policy period** from the **effective date of this endorsement** until the expiry of the **policy period** or until the satisfaction of the obligations under the **agreement**, whichever shall first occur, in respect of the interest of the **party**:

1. The coverage provided by Section 1 of this Policy shall not be invalidated as regards the interest of the **party** by **your** act or omission which results in a breach of any term, condition or warranty of this Policy PROVIDED THAT the **party** has not caused, contributed to or knowingly condoned the said act or omission. Nevertheless any change in title or ownership of the **aircraft** or **your** conversion, embezzlement or secretion in possession of the **aircraft** is not covered under this **endorsement**.

2. The protection afforded to the **party** by the terms of this **endorsement** shall be limited to loss of or physical damage to the **aircraft** and shall not exceed the **original amount under the agreement** less any relevant **deductible** and less all matured **instalments** paid or due prior to the accident giving rise to a loss hereunder.

3. The **party** shall notify **us** of any increase in hazard which comes to the **party's** attention and if agreed by **us** it shall be endorsed on this Policy, the **party** agreeing to pay any additional required premium if **you** fail to do so on **our** demand.

4. If **you** fail to notify **us** as shown in the ‘How to make a claim’ Section of this Policy of any event likely to give rise to a claim under this Policy, the **party** shall do so immediately they become aware of the event in form and manner as prescribed by this Policy.

5. Upon payment of any loss or claim to the **party**, **we** shall to the extent and in respect of such payment be subrogated to all legal and equitable rights of the **party**. At **our** expense the **party** shall do whatever is necessary to assist **us** to exercise such rights.

6. Except in respect of any provision for Cancellation or Automatic Termination specified in this Policy or any **endorsement** attaching to this Policy, **we** may cancel the cover provided by this **endorsement** by giving not less than 30 days' notice in writing to you via the **administrator**. Notice shall be deemed to commence from the date **we** give such notice. In the event of cancellation for non-payment of premium, the **party** shall have the option to pay all outstanding premiums in respect of the **aircraft** within the notice period.

Additional Definitions applicable to this endorsement

agreement
Means the contract between **you** and the **party** in relation to the **aircraft,** as shown in item 1 of the Details for Endorsement 11 in Item 10 of the **schedule**.

effective date of this endorsement
As shown in item 2 of the Details for Endorsement 11 in Item 10 of the **schedule**.

original amount under the agreement
As shown in item 3 of the Details for Endorsement 11 in Item 10 of the **schedule**.

party
Means the financier/s, lessor/s or lease service manager/s having a financial interest, as shown in item 4 of the Details for Endorsement 11 in Item 10 of the **schedule**.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS **ENDORSEMENT** THE FINANCIAL INTEREST OF THE PARTY IS COVERED BY THIS POLICY FOR LOSS OF OR PHYSICAL DAMAGE TO THE **AIRCRAFT** ONLY.

Endorsement 12
TRESPASSERS COSTS

We will, at the request of and regardless of **your** legal liability, offer reasonable settlement in respect of physical loss of or damage to crops following a crash or forced landing of the **aircraft** up to the limit shown for Endorsement 12 in Item 10 of the **schedule**.

Endorsement 13
AUTOMATIC PERSONAL ACCIDENT

This Policy is extended to include automatic personal accident insurance as required by applicable legislation in any place to, from or in which **you** operate the **aircraft** or shall operate the **aircraft** up to limit shown for Endorsement 13 in Item 10 of the **schedule**.

Endorsement 14
FLYING CLOTHING AND EFFECTS

This Policy is extended to include physical loss of or damage to **flying clothing and effects** by theft or fire (or physical damage to **flying clothing and effects** if the **aircraft** itself is damaged) up to the limit and subject to the **deductible**, both as shown for Endorsement 14 in Item 10 of the **schedule**.

Additional Definition applicable to this endorsement

flying clothing and effects

Means flying clothing, maps, navigating equipment and instruments, headsets, safety equipment or similar equipment (not being fixtures in the **aircraft**) and baggage (including contents) actually in or on the **aircraft** being **your** property or the property of any Pilot shown in Item 7 of the **schedule**, but excluding money, credit cards, securities, jewellery and furs of all kinds.

Endorsement 15
TRIP INTERRUPTION

If the **aircraft** becomes unairworthy as a result of physical loss or damage covered under Section 1 of this Policy, **we** will reimburse **you** for any reasonable expenses for food, travel and lodging of passengers or Pilots shown in Item 7 of the **schedule** and reasonable travel expenses incurred by **you** or on **your** behalf to transport such passenger or Pilot from the place where the **aircraft** suffers such physical loss or damage to the next scheduled stopping place of the **aircraft**, up to the limit shown for Endorsement 15 in Item 10 of the schedule.

Endorsement 16
PILOT'S PERSONAL ACCIDENT

We will pay to the **insured person** if they sustain **physical injury** caused by an **aviation incident,** according to the Schedule of Benefits shown below, after the total claim shall be substantiated under this **endorsement**.

Provided always that:

(a) benefit shall not be payable under more than one of the items of the Schedule of Benefits in respect of the consequences of one **aviation incident** to the **insured person**;

(b) the total sum payable under this **endorsement** in respect of any one or more **aviation incidents** to the **insured person** shall not exceed in all the largest benefit under any one of the items contained in the Schedule of Benefits;

(c) if an **aviation incident** causes the death of the **insured person** within 12 months following the date of the **aviation incident** and prior to the definite settlement of the benefit for disablement provided for under items 2 to 5 of the Schedule of Benefits, there shall be paid only the benefit provided for in the case of death.

In the event of the **insured person** sustaining **physical injury we** will also pay to or for the **insured person** in respect of **medical and related expenses** incurred within 12 months of the date of the **aviation incident** according to the Schedule of Benefits shown below.

Schedule of Benefits (applicable separately to each insured person)

Percentage of the limit shown for Endorsement 16 in Item 10 of the **schedule**:

1.	death	100%
2.	**total loss of sight** in one or both eyes	100%
3.	**loss of limb**	100%
4.	**total loss of sight** in one eye or both eyes and **loss of limb**	100%
5.	**permanent total disablement** (other than **total loss of sight** in one or both eyes or **loss of limb**)	100%

In addition to the above, **medical and related expenses** up to the limit shown in Endorsement 16 in Item 10 of the **schedule**.

Additional Definitions applicable to this endorsement

aviation incident(s)
Means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the **policy period**, within the Geographical Limits shown in Item 8 of the **schedule**, and arises whilst the **insured person** is conducting a **flight**, is entering or on board the **aircraft** or alighting therefrom following the **flight** or attempted **flight**.

aviation incident(s) shall also include:

(a) exposure resulting from a mishap to the **aircraft** in which the **insured person** is travelling.

(b) disappearance. If the **insured person** is not found within 12 months of disappearing, and sufficient evidence is produced to **our** satisfaction that leads **us** inevitably to the conclusion that the **insured person** has sustained **physical injury** and that such injury has caused the **insured person's** death, **we** shall pay any death benefit, where applicable, under this **endorsement**, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to **us** if the **insured person** is subsequently found to be living.

insured person
Means a Pilot shown in Item 7 of the **schedule** and any flying instructor on board the **aircraft** for the purpose of **advanced instruction**. **insured person** does not include any person detailed in Endorsement 9 – Air Testing.

loss of limb
Means permanent loss by physical separation of one or more of a hand at or above the wrist or of a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.

medical and related expenses
Means all reasonable expenses for necessary medical, surgical, ambulance, hospital, professional, nursing, repatriation and funeral expenses.

permanent total disablement
Means disablement which has for 12 months from the date of the **aviation incident** necessarily and continuously disabled the **insured person** from attending to his or her usual business or occupation, or if he or she has no business or occupation, has prevented him or her from attending to any of his or her usual duties (if any) and at the expiry of that 12 months period being beyond hope of improvement.

physical injury
Means identifiable injury which:

(a) is caused by an **aviation incident**, and

(b) solely and independently of any other cause, except sickness or disease directly resulting therefrom, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **insured person** within 12 months from the date of the **aviation incident**.

total loss of sight
Means loss of sight which is certified as being entire and irrecoverable by a licensed Ophthalmologist.

Additional Exclusions applicable to this endorsement

We will not pay for death or disablement or expenses incurred in any way caused or contributed to by:

(a) war, whether war be declared or not, hostilities or any act of war or civil war;

(b) radioactive contamination;

(c) the **insured person** engaging or taking part in armed forces service or operations;

(d) the **insured person's** suicide or attempted suicide or intentional self-injury or the **insured person** being in a state of insanity;

(e) acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;

(f) the **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life);

(g) the **insured person's** own criminal act;

(h) the **insured person** being under the influence of alcohol or drugs.

(i) any condition whether diagnosed or not, for which the **insured person** has sought advice, diagnosis, treatment or counselling or of which the **insured person** was aware or should have been aware at inception of this Policy or at the date of their inclusion under this Policy, whichever the later, or for which the **insured person** has been treated at any time prior to the inception of this Policy or at the date of their inclusion under this Policy, whichever the later.

Additional Condition applicable to this endorsement

1. Notice of any event likely to give rise to a claim under this **endorsement** shall be given as soon as is reasonably practicable to the party named for this purpose as shown in the 'How to make a claim' Section of this Policy, and the **insured person** must as early as possible seek the attention of a duly qualified medical practitioner. Notice must be given to **us** as soon as reasonably practicable in the event of the death of the **insured person** resulting or alleged to result from an **aviation incident**.

   All medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by **us** or on **our** behalf and such medical adviser or advisors shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the **insured person**.

Endorsement 17
AIRSIDE VEHICLE LIABILITY

Section 2 of this Policy is extended to pay on **your** behalf all sums which **you** shall become legally liable to pay as compensatory damages in respect of **bodily injury** and/or **property damage** caused by an **occurrence** arising out of the authorised use of any vehicle owned or operated by **you** within the confines of any airport or airfield, within the Geographical Limits shown in Item 8 of the **schedule**, and in connection with the **aircraft**, up to the limit as shown for Endorsement 17 in Item 10 of the **schedule**.

Additional Condition applicable to this endorsement

1. For the purposes of this **endorsement** the Policy Definition of **you** / **your** / **insured** shall include Pilots shown in Item 7 of the **schedule**, provided always that at the time of the **occurrence** giving rise to a claim under this **endorsement**, the said Pilot:

   (a) shall as though he or she were the **insured**, observe, fulfil and comply with the terms, conditions, limitations and exclusions of this Policy; and

   (b) is not entitled to compensation under any other insurance policy.

   However, **we** shall not compensate **you** for any damages in respect of any claims **you** may make against the Pilots shown in Item 7 of the **schedule** with regard to the **aircraft**.

Endorsement 18
ROAD TRANSPORTATION

Regardless of General Exclusion 4, **we** agree to provide coverage during the **policy period** for physical loss of or damage to the **aircraft** occurring whilst the **aircraft** is being transported at any time by any suitable means of road conveyance, subject to all precautions being taken to ensure the safety of the **aircraft** during the period of transportation, up to the limit and subject to the **deductible**, both as shown for Endorsement 18 in Item 10 of the **schedule**.

Endorsement 19
AEROBATIC FLYING
This Policy is extended to apply to **flights** in the **aircraft** undertaken for the purpose of non-competitive **aerobatics** up to the limit shown for Endorsement 19 in Item 10 of the schedule provided:

Endorsement 20
DATE RECOGNITION LIMITED COVERAGE applicable to Endorsement 17 – Airside Vehicle Liability

General Exclusion 10 shall not apply to any sums which **you** shall become legally liable to pay, and (if so required by this Policy) shall pay (including costs awarded against **you**) 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 this 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 this 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 there from 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.
