

What this policy contains

Definitions

This Section explains the meaning of some of the terms used in this policy.

Section 1 - Loss or Damage to the Aircraft

This Section explains what is covered and what is not covered in relation to loss or damage to the Aircraft.

Section 2 - Legal Liability to Third Parties (other than Passengers)

This Section explains what is covered and what is not covered in relation to Bodily Injury and Property Damage suffered by third parties (other than passengers)

Section 3- Legal Liability to Passengers

This Section explains what is covered in relation to Bodily Injury and Property Damage suffered by passengers and the documentary precautions You must take in relation to passengers.

Section 4 – Premises Legal Liability

This Section explains what is covered and what is not covered in relation to Bodily Injury and Property Damage arising on any airfield or airport used by You in connection with Your operation of the Aircraft.

Section 5 - Pilot Personal Accident

This Section explains what is covered and what is not covered in relation to Personal Accident suffered by the pilot of the Aircraft.

Section 6 - General Exclusions

This Section explains the circumstances in which We will not pay a claim.

Section 7 - General Conditions

This Section explains the conditions which apply to this policy and to claims made under it

Section 8 - Additional Cover

This Section explains the additional cover provided to You.

Underwriting Security

Aeroinsure UK is managed by:

Global Aerospace Underwriting Managers Limited, Fitzwilliam House, 10 St Mary Axe, London EC3A 8EQ

acting on behalf of the following insurance companies ("the Insurers") who provide Your policy coverage:

Great Lakes Insurance SE	44.960%
Berkshire Hathaway International Insurance Limited	23.390%
Tokio Marine Kiln Insurance Limited	12.370%
Mitsui Sumitomo Insurance Company (Europe) Limited	9.280%
Mapfre Global Risks, Compañía Internacional De Seguros Y Reaseguros, S.A	10.000%
Total	100.00%

Great Lakes Insurance SE is authorised and regulated by BaFin – Bundesanstalt für Finanzdienstleistungsaufsicht in Germany.

Berkshire Hathaway International Insurance Ltd, Tokio Marine Kiln Insurance Ltd, and Mitsui Sumitomo Insurance Company (Europe) Ltd. are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Mapfre Global Risks, Compañía Internacional De Seguros Y Reaseguros, S.A., is authorised and regulated by the Dirección General de Seguros y Fondos de Pensiones in Spain.

Their details are as follows:

Name	Address	Statutory Status	Firm Reference Number	Company Register Number
Great Lakes Insurance SE	Königinstr. 107, 80802 München	Authorised	5187	HRB 230378
Berkshire Hathaway International Insurance Ltd	6 th Floor 3 Minster Court Mincing Lane London EC3R 7DD	Authorised	202967	03230337
Tokio Marine Kiln Insurance Ltd	20, Fenchurch Street London EC3M 3BY	Authorised	202574	00989421
Mitsui Sumitomo Insurance Company (Europe) Ltd	25 Fenchurch Avenue London EC3M 5AD	Authorised	202751	01063340
Mapfre Global Risks, Compañía Internacional De Seguros Y Reaseguros, S.A.	Carretera Pozuelo Majadahonda number 52 Majadahonda, Madrid Spain	Authorised	C0732	*

* Registered in the Commercial Registry of Madrid, Volume 12.016, Book 0, Folio 167, Section 8, Page M-189128, Entry 1

Global Aerospace Underwriting Managers Limited is authorised and regulated by the Financial Conduct Authority. Its Firm Reference Number on the Financial Services Register is 312102.

Several Liability Notice

The Insurers' obligations under this contract of insurance are several and not joint and are limited solely to the extent of their individual percentage shares of the insurance. No Insurer is responsible for the share of any Insurer which for any reason does not satisfy all or part of its obligations.

Definition of terms used in this policy

Certain words and phrases which are used in this policy have special meanings. These words and phrases will be shown with initial capital letters to identify them as defined terms.

Definitions relating to the parties to the contract

1. "We", "Us" or "Our" refers to Global Aerospace Underwriting Managers Limited as the agent for the Insurers who provide this policy and who are shown under the heading Underwriting Security on page 2.
2. "You" or "Your" refers to the Insured(s) shown in item 1 of the Schedule.

Definitions relating to all Sections

1. "Aircraft" means the aircraft stated in item 2 of the Schedule and any aircraft added by endorsement during the Period of Insurance from the date of addition. Aircraft does not include any aircraft deleted by endorsement on or after the selected deletion date.
2. "Force Majeure" means an act, event or accident beyond Your reasonable control including: an act of God (such as a flood, storm, earthquake or volcanic eruption); war, strikes, riots, civil commotions or labour disturbances; sabotage; or fire.
3. "Period of Insurance" means the period shown in item 1 of the Schedule.

Definitions relating to the uses of the Aircraft

Standard Uses

1. "Private Business and Pleasure" means use for private and pleasure purposes and use for business or professional purposes but not use for hire or reward.
2. "Industrial Aid" means the uses stated in Private Business and Pleasure and use for the carriage of executives, employees, guests and goods or merchandise but not use for hire or reward.
3. "Commercial" means the uses stated in Industrial Aid and use for the carriage of passengers for hire and reward, baggage accompanying passengers for hire and reward and cargo for hire or reward.
4. "Rental" means rental, lease, charter or hire by You to any person, company or organisation for Private Business and Pleasure uses only, where the operation of the Aircraft is not under Your control.

Special Uses

1. "Club (including ab initio training)" means the uses stated in Private Business and Pleasure where the use of the Aircraft is controlled by a flying club, association or group and includes flight training for the purpose of obtaining a Light Aircraft Pilot's License (LAPL), a National Private Pilot's License (NPPL), a Private Pilot's License (PPL), an Advanced Transport Pilot's License (ATPL) and a Commercial Pilot's License (CPL) including flight training for the purpose of obtaining endorsements and ratings of such licenses.
2. "Club (excluding ab initio training)" means the uses stated in Private Business and Pleasure where the use of the Aircraft is controlled by a flying club, association or group and includes flight training for the purpose of obtaining an Advanced Transport Pilot's License (ATPL) and a Commercial Pilot's License (CPL) or for obtaining endorsements and ratings of such licenses. Club (excluding ab initio training) does not include flight training for the purpose of obtaining a Light Aircraft Pilot's License (LAPL), a National Private Pilot's License (NPPL) or a Private

Pilot's License (PPL), however it does include flight training for the purpose of obtaining endorsements and rating of such licenses.

3. "Private Aerobatics" means use for flying manoeuvres involving Aircraft movements that are not used in normal flight such as the rotation of the Aircraft about its longitudinal (roll) axis or lateral (pitch) axis or a spin to displace the Aircraft about its vertical (yaw) axis. Private Aerobatics does not include use for any flying activity deliberately performed for the purpose of providing an exhibition or entertainment at any advertised event open to the public.
4. "Public Air Show and Air Display" means use for any flying activity deliberately performed for the purpose of providing an exhibition or entertainment at any advertised event open to the public.
5. "Aerial Photography" means use for filming or for the taking of photographs and includes the use of the Aircraft to film or photograph other aircraft in Flight.
6. "Aerial Survey" means use for the collection of information through photography, filming, lidar or remote sensing imagery.

Definition relating to the Geographical Limits

1. "Europe" means Andorra, Austria, Belgium, Bulgaria, Canary Islands, Madeira, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom, the Isle of Man, the Channel Islands and transit airspace between such countries.

Definitions relating to the Risks Covered stated under item 2 (6) of the Schedule

1. "Flight" means the period from the time the Aircraft moves forward in taking off or attempting to take off, including whilst it is in the air, to the moment when it completes its landing run.
2. "Taxying" means movement of the Aircraft under its own power other than in Flight. Taxying shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
3. "Ground" means whilst the Aircraft is not in Flight or Taxying.

Definitions relating to Loss or Damage to the Aircraft (Section 1)

1. "Agreed Value" means the value of the Aircraft as stated in item 2 (4) of the Schedule.
2. "Overhaul Life" means the amount of use, or operational and/or calendar time which, according to the applicable airworthiness authority, determines when overhaul or replacement of a Unit is required.
3. "Overhaul Cost" means the cost of labour and materials which is or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged Unit (or a similar Unit if the actual Unit is destroyed).
4. "Partial Loss" means when the Aircraft is damaged but is not a Total Loss.
5. "Total Loss" means when
 - (a) the Aircraft is damaged to such an extent that it cannot be repaired; or
 - (b) the cost of repairs to the Aircraft (including transport of labour and materials) will exceed the Agreed Value; or
 - (c) the Aircraft is missing and has not been reported for a period of 15 days or more.

6. "Unit" means a part or an assembly of parts (including a sub-assembly) of the Aircraft which has been assigned an Overhaul Life either as a part or as an assembly. In respect of an engine then the engine together with all parts which are normally attached when it is removed from the Aircraft for the purpose of overhaul or replacement shall together constitute a single unit.

Definitions relating to Legal Liability to Third Parties (Section 2) Legal Liability to Passengers (Section 3) and Premises Legal Liability (Section 4)

1. "Bodily Injury" means bodily injury, sickness or disease including resultant death at any time.
2. "Limit of Indemnity" means the limit stated in item 4 of the Schedule.
3. "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 provided that the Bodily Injury and/or Property Damage is neither expected nor intended from Your standpoint. All Bodily Injury and Property Damage arising out of such exposure to substantially the same general conditions shall be treated as arising out of one Occurrence.
4. "Property Damage" means physical loss of or damage to or destruction of tangible property.

Definitions relating to Personal Accident (Section 5)

1. "Accident" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.

Accident includes:

- (i) unintentional exposure to the elements; and
 - (ii) the disappearance of the pilot in the event that the pilot disappears and is not found within twelve months and there is sufficient evidence to lead Us to the conclusion that the pilot has suffered Personal Accident which has caused the pilot's death.
2. "Loss of a Limb" means the permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle or the permanent total and irrecoverable loss of use of a hand, arm or leg without physical separation.
 3. "Personal Accident" means identifiable physical injury which is caused by an Accident which solely and independently of any other cause occasions the death or disablement of the pilot within twelve months from the date of the Accident.

Personal Accident shall include:

- (i) sickness or disease directly resulting from such injury; and
 - (ii) medical or surgical treatment rendered necessary by such injury.
4. "Permanent Total Disablement" means a disability which entirely prevents the pilot from attending to any business or occupation for which they are reasonably suited by training, education or experience and which lasts twelve months and at the end of that period is beyond reasonable hope of improvement.

In consideration of the Premium and in reliance upon the information You have provided in the Application Form, We agree to insure You against loss, damage or liability to the extent and in the manner provided in this policy.

Section 1 Loss or Damage to the Aircraft

1. What is covered

We will pay for:

- (a) accidental loss or damage to the Aircraft arising during the Period of Insurance which results in the Total Loss of the Aircraft; or
- (b) accidental loss or damage to the Aircraft arising during the Period of Insurance which results in a Partial Loss of the Aircraft. Any claim payment will not exceed the Agreed Value and will be subject to the amounts to be deducted specified in condition 3(b) of this Section; and
- (c) reasonable emergency expenses necessarily incurred by You to secure the immediate safety of the Aircraft following damage or a forced landing but only if the Risks Covered stated under item 2 (6) of the Schedule in respect of such Aircraft are shown as Flight, Taxying and Ground. Such payment will be for a maximum of 10 per cent of the Agreed Value.

2. What is not covered

- (a) We will not pay for wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit. This will not exclude accidental loss or damage to the Aircraft resulting from such wear and tear, deterioration, breakdown, defect or failure.
- (b) We will not pay for loss or damage to an engine caused by the ingestion of stones, grit, dust, sand, ice or any corrosive or abrasive material or any other substance which has a progressive or cumulative engine damage effect. However, ingestion causing sudden loss or damage attributable to a single recorded incident requiring the immediate withdrawal of the engine from service upon first landing is covered under paragraph 1 above.

3. Conditions which apply to this Section

In the event of a Partial Loss

- (a) If the Aircraft is damaged:
 - (i) no dismantling or repairs shall be commenced without Our consent except whatever steps are necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by any authority with the legal powers to make such orders;
 - (ii) We will, at our option, pay to either repair or replace the damaged part of the Aircraft; and
 - (iii) We will only pay for repairs and transport of labour and materials by the most economical method.
- (b) We will deduct from a claim payment made under paragraph 1 (b) above:
 - (i) the amount specified in item 2 (5) of the Schedule; and
 - (ii) the same proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit. For example, if the Unit had two thirds of its Overhaul Life remaining when the damage took place then We would deduct from the claim payment a sum equivalent to one third of the Overhaul Cost.

If a Unit being lawfully operated beyond its Overhaul Life has to be overhauled or replaced in the event it is involved in an incident even though such incident may not have required an overhaul had the Overhaul Life not been exceeded then We will

deduct from the claim payment the entire amount of the Overhaul Cost required for such Unit.

In the event of a Total Loss

- (c) We will pay the Agreed Value and the cover afforded by this Section will be terminated in respect of such Aircraft. Following such payment, We may exercise Our right to take ownership of the Aircraft together with all documents of record, registration and title.
- (d) Unless We elect to take ownership of the Aircraft it shall remain Your property and You shall have no right to abandon it to Us.

See also the General Exclusions in Section 6 and the General Conditions in Section 7

Section 2 Legal Liability to Third Parties (other than Passengers)

If You have selected cover provided by Section 2, it will apply up to the Limit of Indemnity.

1. What is covered

We will pay all sums which You become legally liable to pay as damages in respect of Bodily Injury and Property Damage arising from an Occurrence caused by the Aircraft or by any person or object falling from the Aircraft.

2. What is not covered

- (a) We will not pay for Bodily Injury sustained by any passenger or pilot whilst entering, on board, or alighting from the Aircraft.
- (b) We will not pay for Property Damage to property You own, rent, lease or occupy other than:
 - (i) Property Damage to cargo or mail that You do not own while such cargo or mail is in Your care, custody or control for the purpose of carriage by air; and
 - (ii) Property Damage to vehicles that You do not own, rent or lease while such vehicles are in Your care, custody or control on any airfield or airport.
- (c) (i) We will not pay for claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
- (ii) With respect to any provision in the policy concerning Our duty to investigate or defend claims, such provision shall not apply and We shall not be required to defend:
 - (a) claims excluded by Paragraph 2 (c) (i); or
 - (b) claims covered by the policy when combined with any claims excluded by Paragraph 2 (c) (i) (referred to below as "Combined Claims").
- (iii) In respect of any Combined Claims, We shall (subject to proof of loss and the Limit of Indemnity) reimburse You for that portion of the following items which may be allocated to the claims covered by the policy:
 - (i) damages awarded against You; and
 - (ii) defence fees and expenses incurred by You.
- (iv) Nothing in this clause shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

3. Limit of Indemnity which applies to this Section

Our liability under this Section shall not exceed the Limit of Indemnity less any amounts stated under item 4 (B) of the Schedule. We will pay, in addition to this amount, any legal costs and expenses incurred in defending any action which may be brought against You in respect of any claim for damages covered by this Section provided such legal costs and expenses are incurred with Our written consent.

If the amount paid or awarded in settlement of such claim exceeds the Limit of Indemnity, then Our liability in respect of legal costs and expenses shall be limited to the same proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for damages. For example, if the Limit of Indemnity was one third of the total damages awarded against You then We would pay one third of the damages plus one third of the legal costs and expenses.

See also the General Exclusions in Section 6 and the General Conditions in Section 7

Section 3 Legal Liability to Passengers

If You have selected cover provided by Section 3, it will apply up to the Limit of Indemnity.

1. What is covered

We will pay all sums which You become legally liable to pay as damages in respect of:

- (a) Bodily Injury to passengers whilst entering, on board, or alighting from the Aircraft caused by an Occurrence; and
- (b) Property Damage to baggage and personal articles of passengers caused by an Occurrence when such baggage and personal articles are in Your care, custody or control;

Provided always that

- (i) before a passenger boards the Aircraft You shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the maximum extent permitted by law; and
- (ii) if the measures referred to in proviso (i) above include the issue of a passenger ticket or a baggage check, the same shall be correctly completed and delivered to the passenger a reasonable time before the passenger boards the Aircraft.

In the event of failure to comply with either proviso (i) or (ii), Our liability under this Section will not exceed the amount of the legal liability, if any, that would have existed had You complied with the proviso.

2. Limit of Indemnity which applies to this Section

Our liability under this Section shall not exceed the Limit of Indemnity less any amounts stated under item 4 (B) of the Schedule. We will pay, in addition to this amount, any legal costs and expenses incurred in defending any action which may be brought against You in respect of any claim for damages covered by this Section provided such legal costs and expenses are incurred with Our written consent.

If the amount paid or awarded in settlement of such claim exceeds the Limit of Indemnity, then Our liability in respect of legal costs and expenses shall be limited to the same proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for damages. For example, if the Limit of Indemnity was one third of the total damages awarded against You then We would pay one third of the damages plus one third of the legal costs and expenses.

See also the General Exclusions in Section 6 and the General Conditions in Section 7

Section 4 Premises Legal liability

If You have selected cover provided by Section 4, it will apply up to the Limit of Indemnity.

1. What is covered

We will pay all sums which You become legally liable to pay as damages in respect of Bodily Injury and Property Damage caused by an Occurrence and arising out of the use of any airfield or airport in connection with Your operation of the Aircraft, including the use of vehicles on such airfield or airport.

2. What is not covered

- (a) We will not pay for Property Damage to property You own, rent, lease or occupy or property in Your care, custody or control other than Property Damage to vehicles that You do not own, rent or lease whilst on any airfield or airport.
- (b) We will not pay for claims where Your liability is compulsorily insurable under the Road Traffic Act or any similar law.
- (c) We will not pay for Bodily Injury or Property Damage caused by any ships, vessels, craft or aircraft.
- (d) We will not pay for Bodily Injury or Property Damage arising out of any air meet, air race or air show, nor any stand used for the accommodation of spectators in connection with such an event.
- (e) We will not pay for Bodily Injury or Property Damage arising out of Your construction or demolition activities or alterations to buildings, runways, or installations carried out by You or on Your behalf. This will not exclude normal maintenance operations carried out by You or on Your behalf.
- (f) We will not pay for Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by You. This will not exclude Bodily Injury or Property Damage arising out of the sale or supply of food or drink by You at premises You own, rent or lease on any airfield or airport.
- (g) We will not pay for claims arising out of the operation of an airfield control tower or the provision of air traffic services.
- (h) (i) We will not pay for claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

- (ii) With respect to any provision in the policy concerning Our duty to investigate or defend claims, such provision shall not apply and We shall not be required to defend:
 - (a) claims excluded by Paragraph 2 (h) (i) or
 - (b) claims covered by the policy when combined with any claims excluded by Paragraph 2 (h) (i) (referred to below as “Combined Claims”).
- (iii) In respect of any Combined Claims, We shall (subject to proof of loss and the Limit of Indemnity) reimburse You for that portion of the following items which may be allocated to the claims covered by the policy:
 - (i) damages awarded against You; and
 - (ii) defence fees and expenses incurred by You.
- (iv) Nothing in this clause shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

3. Limit of Indemnity which applies to this Section

Our liability under this Section shall not exceed the Limit of Indemnity less any amounts stated under item 4 (B) of the Schedule. We will pay, in addition to this amount, any legal costs and expenses incurred in defending any action which may be brought against You in respect of any claim for damages covered by this Section provided such legal costs and expenses are incurred with Our written consent.

If the amount paid or awarded in settlement of such claim exceeds the Limit of Indemnity, then Our liability in respect of such legal costs and expenses shall be limited to the same proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for damages. For example, if the Limit of Indemnity was one third of the total damages awarded against You then We would pay one third of the damages plus one third of the legal costs and expenses.

See also the General Exclusions in Section 6 and the General Conditions in Section 7

Section 5 Pilot Personal Accident

If You have selected cover provided by Section 5, it will apply up to the Limit of Indemnity.

1. What is covered

If the pilot of the Aircraft suffers Personal Accident whilst entering, on board, or alighting from the Aircraft for the purpose of Flight, We will pay to You, or to Your executors or administrators, the Capital Sum Insured stated in the Schedule of Benefits in this Section 5.

2. What is not covered

We will not pay for Personal Accident caused or contributed to by:

- (a) the pilot engaging in or taking part in armed forces service or operations with the armed forces;
- (b) the pilot's suicide or attempted suicide or intentional self-injury or the pilot being in a state of insanity;
- (c) Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-Deficiency Virus (HIV) howsoever these have been acquired or may be named;
- (d) the pilot's deliberate exposure to exceptional danger (except in an attempt to save human life);
- (e) the pilot's own criminal act;
- (f) the pilot being under the influence of alcohol or drugs (other than drugs which are taken on the advice of, or as directed by, a duly qualified medical practitioner which do not affect the pilot's ability to fly);
- (g) war, whether war be declared or not, hostilities or any act of war or civil war; or
- (h) radioactive contamination.

3. Conditions which apply to this Section

- (a) If, following the disappearance of the pilot, We pay the death benefit (as shown in item 1 of the Schedule of Benefits in this Section 5), then You or anyone to whom such sum is paid shall sign an undertaking to refund such sum to Us if the pilot is subsequently found to be living.
- (b) Unless We agree otherwise, no benefit will be payable for any condition for which the pilot has sought advice, diagnosis, treatment or counselling or of which the pilot was or should reasonably have been aware at inception of this policy or for which the pilot has been treated at any time prior to inception.
- (c) Notice must be given to Us through Your broker as soon as reasonably possible of any Accident which causes or may cause a claim within the meaning of this Section, and the pilot must as soon as is reasonably possible seek the attention of a duly qualified medical practitioner. Notice must be given to Us as soon as is reasonably possible in the event of the death of the pilot resulting, or alleged to result, from an Accident. 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 acting on Our behalf and such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed, so often as is reasonable, to make an examination of the pilot.
- (d) The pilot shall not in the presentation and furtherance of any claim:

- (a) deliberately or recklessly conceal from Us any information which they know or ought to know might be material to Our consideration of any claim;
- (b) provide to Us information, which they know to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; or
- (c) otherwise use fraudulent means or devices, including suppressing a known defence to Our liability.

In any such event We shall have the option to refuse to pay the whole or any part of the claim.

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

- (i) terminate the cover provided by this section of the policy with effect from the date such information was provided;
- (ii) recover any sums paid to You in respect of losses occurring on or after the date that such information was provided ; and
- (iii) retain any and all Premium paid by You.

However, any fraud, concealment or deliberate mis-statement by You or known to you will be subject to General Condition 12.

SCHEDULE OF BENEFITS

	Capital Sum Insured
1. Death	£10,000
2. Total and irrecoverable loss of sight of both eyes	£10,000
3. Total and irrecoverable loss of sight of one eye	£10,000
4. Loss of two Limbs	£10,000
5. Loss of one Limb	£10,000
6. Total and irrecoverable loss of sight of one eye and Loss of one Limb	£10,000
7. Permanent Total Disablement (other than total and irrecoverable loss of sight of one or both eyes or Loss of Limb(s))	£10,000

NO BENEFIT WILL BE PAYABLE UNDER MORE THAN ONE OF THE ITEMS OF THIS SCHEDULE OF BENEFITS IN RESPECT OF THE CONSEQUENCES OF ONE ACCIDENT.

See also the General Exclusions in Section 6 and the General Conditions in Section 7

Section 6 General Exclusions

These General Exclusions apply to all Sections of the policy. However General Exclusions 9, 10, 11, 12 and 14 do not apply to Section 5.

1. We will not pay for claims arising whilst the Aircraft is being used for:
 - (a) any illegal purpose;
 - (b) any purpose other than those stated in item 5 of the Schedule; or
 - (c) instruction (other than the on-going training of a pilot), aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, participation in any form of air display or air show, any form of experimental or competitive flying or any other use involving abnormal hazard, unless specifically shown to be covered under Special Uses in item 5 of the Schedule.
2. We will not pay for claims arising whilst the Aircraft is in Flight or Taxying unless the Risks Covered stated under item 2 (6) of the Schedule in respect of such Aircraft are shown as Flight, Taxying and Ground. Where the only Risk Covered is shown as Ground then coverage in respect of such Aircraft applies under Section 1 and Section 2 only.
3. We will not pay for claims arising whilst the Aircraft is outside the Geographical Limits stated in item 6 of the Schedule except as a result of Force Majeure.
4. We will not pay for claims arising whilst the Aircraft is being piloted by any person other than the pilot(s) stated in item 3 of the Schedule except that the Aircraft may be operated in respect of Taxying and Ground risks by any person competent for that purpose.
5. We will not pay for claims arising whilst the Aircraft is being transported by any means of conveyance except as the result of an accident giving rise to a claim under Section 1 of this policy.
6. We will not pay for claims arising whilst the Aircraft is landing on or taking off from (or attempting to land on or take off from) a place which does not comply with the recommendations laid down by the manufacturer of the Aircraft except as a result of Force Majeure.
7. We will not pay for claims where liability is assumed by You or rights are waived by You under any contract or agreement other than:
 - (a) under a passenger ticket or baggage check issued under Section 3;
 - (b) under a contract or agreement which only covers a legal obligation which would apply even if the contract or agreement had not been entered into;
 - (c) under a contract or agreement which You are required to enter into in respect of ground handling, maintenance and re-fuelling services or as required by any airport authority or any law, rule or regulation as a condition of the use of an airport or airfield;
 - (d) under a contract or agreement required by the applicable airworthiness authority; or
 - (e) under a contract or agreement relating to the Rental of the Aircraft to another operator providing for the inclusion of such operator as an additional insured under this policy and waiving rights of recourse against such operator but only if Rental is a declared use in item 5 of the Schedule.
8. We will not pay for claims arising whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in item 2 (3) of the Schedule.

This will not exclude the carriage of babes-in-arms provided that the maximum take-off weight of the Aircraft is not exceeded.

9. We will not pay for claims in respect of Bodily Injury to employees where Your liability is compulsorily insurable under any employer's liability, workers compensation, unemployment compensation or disability benefits law or any similar law.
10. We will not pay for
 - (a) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
 - (b) any legal liability of whatsoever nature;directly or indirectly caused by or contributed to by or arising from:
 - (i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - (ii) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of any other radioactive source whatsoever.
11. We will not pay for 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; or
 - (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 above perils.

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 of this policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

12. We will not pay for 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 Your possession or in the

possession 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 Your possession or in the possession of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of Yours or of any third party related to any such change of year, date or time;

and any provision in this policy concerning Our duty to investigate or defend claims shall not apply to any claims so excluded.

13. We will not pay for any claim directly or indirectly occasioned by, happening through or in consequence of:

- (i) the actual, alleged or threatened presence of asbestos in any form; or
- (ii) any obligation, request, demand, order, or statutory or regulatory requirement that You or others test for, monitor, clean up, remove, contain, treat, neutralize, detoxify, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos in any form.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this policy, We will have no duty to investigate, defend or pay defence costs in respect of any claim to the extent that such claim is excluded under (i) or (ii) above.

14. We will not pay for claims which are payable under any other insurance. If You have any other insurance which applies to a claim which would be covered under this policy then this policy will only apply in excess of the limits of such other insurance.

Section 7 General Conditions

These General Conditions apply to all Sections of the policy. However General Condition 3 does not apply to Section 5.

1. You must at all times use due diligence and do everything reasonably possible to avoid any accidents and to avoid or diminish any loss under this policy.
2. You must comply with all international and governmental regulations including air navigation and airworthiness orders. In addition, You must 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 on request; and
 - (c) Your employees and agents comply with such orders and requirements.
3. Immediate notice of any event likely to give rise to a claim under this policy must be given to Us through Your broker. In all cases You must:
 - (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;
 - (b) give notice of any impending prosecution;
 - (c) provide such further information and assistance as We may reasonably require; and
 - (d) not act in any way to Our detriment or prejudice Our interests.

Under no circumstances should You make any admission of liability in the event of Bodily Injury or Property Damage without Our written consent.

4. We will provide cover under this policy only if the information given to Us when You were applying for insurance (including all information declared on the Application Form) or when making a claim, either when speaking to Us or in any document, is true as far as You know. If any of the information given to Us changes then You must inform Your broker immediately as it may affect Your cover.
5. We will be entitled (if We elect) at any time and for so long as We desire to take absolute control of all negotiations and proceedings and in Your name to settle, defend or pursue any claim.
6. Upon a payment being made by Us under this policy, We will 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. If We intend to recover amounts paid under the policy from any third party then We will give You reasonable notice before We commence any such action.
7. If We cancel this policy, We will give 30 days' notice in writing of such cancellation and will return a pro rata portion of the Premium in respect of the unexpired Period of Insurance. If You cancel this policy we will return a pro rata portion of the premium in respect of the unexpired Period of Insurance, less an administration charge of **£100**.

There will be no return of Premium in respect of any Aircraft on which any claim is paid or is payable under any Section of this policy.

8. This policy will not be assigned in whole or in part.
9. This policy will be construed in accordance with the laws of England and Wales whose courts will have exclusive jurisdiction in respect of a dispute arising between You and Us in relation to this policy. If there is a dispute between You and Us, We will be happy to discuss using a method of alternative dispute resolution, where appropriate.
10. When two or more Aircraft are insured hereunder the Limit of Indemnity (other than any limits which are shown to apply in the aggregate) will apply separately to each Aircraft.
11. Regardless of the inclusion of more than one insured, whether by endorsement or otherwise, Our total liability in respect of any or all insureds will not exceed the Limit of Indemnity.
12. You shall not in the presentation and furtherance of any claim:
 - (a) deliberately or recklessly conceal from Us any information which You know or ought to know might be material to Our consideration of any claim;
 - (b) provide to Us information, which You know to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; or
 - (c) otherwise use fraudulent means or devices, including suppressing a known defence to Our liability.

In any such event We shall have the option to refuse to pay the whole or any part of the claim.

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

- (i) terminate the cover provided by all sections of the policy to You with effect from the date such information was provided;
 - (ii) recover any sums paid to You in respect of losses occurring on or after the date that such information was provided; and
 - (iii) retain any and all Premium paid by You.
13. 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.
14. Notwithstanding anything to the contrary in the policy the following shall apply:
 - (a) If, by virtue of any law or regulation which is applicable to any of the Insurers at the inception of this policy or becomes applicable at any time thereafter, providing coverage to You 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 You or make any payment of defence costs or provide any form of security on Your behalf, to the extent that it would be in breach of such law or regulation.
 - (b) In circumstances where it is lawful for an Insurer to provide coverage under the policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
 - (c) 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 (a) of this condition, then both You and the Insurer shall have the right to cancel its

participation on this policy in accordance with the laws and regulations applicable to the policy provided that in respect of cancellation by the Insurer a minimum of 30 days' notice in writing be given. In the event of cancellation by either You or the Insurer, the Insurer shall retain the pro rata proportion of the Premium for the period that the policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the pro rata Premium due to the Insurer, and in the absence of a more specific provision in the policy relating to the return of Premium, any return Premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return Premium.

Section 8 Additional Cover

These additional coverages apply to all Sections of the policy unless otherwise stated.

1. Limit of Indemnity

The Limit of Indemnity and the coverage provided by all insured Sections are increased and amended as necessary in order to comply with the requirements of governing authorities and the laws of the countries falling within the Geographical Limits of this policy but only in so far as they relate to the operation or use of an Aircraft.

2. Unauthorised Use

No claim under Sections 1, 2 or 3 of this policy will 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 a result of theft and that You had taken reasonable precautions to prevent such theft.

3. Additional Expenses

Section 1 is extended to reimburse You for:

- (a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;
- (b) 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 an Aircraft; and
- (c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft and the contents of such Aircraft;

Provided always that Our liability will not exceed **£ 50,000** any one incident.

4. Severability of Interest

Sections 2, 3 and 4 of this policy will operate in all respects as if issued separately to each insured, but this provision will not apply to any claim for loss or damage to an Aircraft.

Regardless of the above, Our total liability in respect of any and all insureds will not exceed the Limit of Indemnity.

5. Forced Landing

Section 1 of this policy is extended to include the following provision:

We agree that in the event of an Aircraft making a forced landing in any place where subsequent safe take-off is impossible, We will pay all reasonable costs and expenses incurred by You for the removal of the Aircraft to the nearest suitable take-off area provided always that Our liability for such costs and expenses plus any amount payable for any loss of or damage to the Aircraft, will not exceed the Agreed Value.

6. Personal Effects

We will indemnify You and the pilot of the Aircraft against loss or damage by theft or fire (or accidental damage if the Aircraft itself be damaged) in respect of flying clothing, life rafts, radios, life jackets, maps, navigating equipment and instruments, headsets or similar equipment (not being fixtures in the Aircraft) and baggage actually in or on the Aircraft, being Your property or the property of the pilot.

We will not pay for loss or damage to:

- (a) money, credit cards, securities, jewellery or furs of any kind; or
- (b) baggage and personal articles for which coverage is otherwise provided under Section 3.

We will reimburse You up to a maximum of **£1,000** each incident.

We will deduct **£50** from each claim.

7. No Claim Bonus

In the event of no claim having been made under Section 1 of this policy and, subject to this policy being renewed with Us, We will allow a no claim bonus as set forth in item 7 of the Schedule.

8. War and Other Perils (Section 1)

Notwithstanding General Exclusion 11, Section 1 of this policy is extended to cover claims caused by the following risks:

- (a) strikes, riots, civil commotions or labour disturbances;
- (b) any malicious act or act of sabotage; and
- (c) 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;

PROVIDED ALWAYS THAT

- (i) the above extension will 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 11; and
- (ii) the insurance provided by this extension may be cancelled by Us giving notice effective on the expiry of seven days from 23.59 GMT on the day on which notice is given.

9. War and Other Perils (Sections 2, 3 and 4)

In respect of Sections 2, 3 and 4, all sub-paragraphs other than (b) of General Exclusion 11 are deleted subject to the following terms and conditions:

- (a) In respect of the deletion of sub-paragraph (a) of General Exclusion 11, We will not pay for Property 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.
- (b) The limit of Our liability in respect of the coverage provided by this extension will be **£10,000,000 or the applicable Limit of Indemnity whichever the lesser** any one Occurrence and in the aggregate (the "sub-limit"). This sub-limit will apply within, and not in addition to, the full policy limit.

To the extent coverage is afforded to an insured under the policy, this sub-limit will not apply to such insured's liability to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the policy affords cover for liability to its passengers arising out of its operation of the Aircraft.

- (c) To the extent provided below, the coverage provided by this extension will terminate automatically in the following circumstances
 - (i) All cover will terminate upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following : 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 11 will terminate 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 Aircraft may be involved;
- (iii) All cover in respect of any of the Aircraft requisitioned for either title or use will terminate upon such requisition

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

(d) (i) Review of Premium and/or Geographical Limits (7 days)

We may give notice to review the 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.

(ii) Limited Cancellation (48 hours)

Following a hostile detonation as specified in (c) (ii) above, We may give notice of cancellation of one or more parts of the cover provided by paragraph (a) of this extension by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of General Exclusion 11 - 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.

(iii) Cancellation (7 days)

We may cancel this extension by 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.

(iv) Notices

All notices referred to herein will be in writing.

10. Trip Interruption Expenses

Following loss or damage to an Aircraft for which coverage is afforded under Section 1, We will pay reasonable expenses for the cost of travel and lodging of the pilot and passengers of the Aircraft in order to travel from the place where loss or damage to the Aircraft was sustained to either the intended destination or the original point of departure.

We will reimburse You for **75%** of the receipted expenses subject to a maximum of **£250** in the aggregate.

11. Use of Airfields

This policy will not be invalidated as a result of the use, by You, of an airfield and/or airport out of notified hours, subject to prior permission having been granted by the owner/operator of such airfield and/or airport.

12. Complaints and Compensation

If for any reason You are dissatisfied with Our service, or have any cause for complaint, please write to:

**The Complaints Officer
Global Aerospace Underwriting Managers Limited
Fitzwilliam House, 10 St. Mary Axe
London EC3A 8EQ**

or email the Complaints Officer at complaints@global-aero.com

who will deal with Your complaint on behalf of the Insurers. A copy of the complaint handling procedures is available on request.

If You are still dissatisfied with Our service You can ask the Financial Ombudsman Service to review Your case. Their offices are situated at Exchange Tower, London E14 9SR, Telephone 0800 023 4567 or 0300 123 9123.

SUBJECT TO THE POLICY TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS