

ČLÁNEK I.: POŠKOZENÍ NEBO ZTRÁTA LETADLA

Podle níže uvedených podmínek a omezení se toto pojištění vztahuje na poškození nebo ztrátu letadla uvedeného v Úvodu a zahrnuje rizika vyloučená pojistnou smlouvou (kasko - all risks) vzniklá v důsledku:

- (a) války, napadení, akcí zahraničních nepřátel, válečných akcí (ať už válka byla vyhlášena či nikoli), občanské války, vzpoury, revoluce, povstání, stanného práva, vojenského nebo násilného uchvácení moci či pokusů o uchvácení moci.
- (b) stávek, vzpour, občanských nepokojů či nepokojů na pracovištích
- (c) jakéhokoli činu jedné či více osob bez ohledu na to, zda tyto osoby jsou představiteli svrchované moci či nikoli, vykonaného z politických důvodů či jako teroristický čin a bez ohledu na to, zda k poškození či ztrátě vzniklé v důsledku tohoto činu došlo nahodile či záměrně.
- (d) jakéhokoli zákeřného činu či sabotáže
- (e) konfiskace, znárodnění, zabavení, zadržení, přivlastnění si, zbavení vlastnického práva či práva užívání na příkaz vlády (civilní, vojenské či de facto) nebo orgánu veřejné či místní správy
- (f) únosu nebo jakéhokoli nezákonného zmocnění se, nebo protiprávního ovládnutí letadla či posádky v průběhu letu (včetně jakéhokoli pokusu o takovéto zmocnění se či ovládnutí) provedeného na palubě letadla jednou či více osobami bez souhlasu pojištěného. Pro účely tohoto odstavce (f) se za letadlo v průběhu letu považuje letadlo od chvíle, kdy jsou všechny jeho venkovní dveře zavřeny po nástupu, do chvíle, kdy jsou kterékoli z těchto dveří otevřeny pro výstup a když je letadlo v pohybu. V případě vrtulového letadla se za letadlo v průběhu letu považuje letadlo, jehož vrtule jsou v pohybu vyvolaném hnací silou motoru, touto silou vytvořeným točivým momentem a autorotací.

Dále toto pojištění zahrnuje rizika vyloučená pojistnou smlouvou (kasko – all risks) vzniklá za situace, kdy letadlo není pod kontrolou pojištěného z důvodu kteréhokoli z výše uvedených nebezpečí. Za letadlo, které je opět pod kontrolou pojištěného, se považuje letadlo, které je bezpečně vráceno pojištěnému na přistávací ploše v území, jež není zahrnuto do teritoriálních výluk této pojistné smlouvy a je plně vyhovující pro provoz letadla (bezpečné vrácení letadla znamená, že letadlo parkuje s vypnutými motory a jeho posádka není pod nátlakem)

ČLÁNEK II: NÁKLADY VZNIKLÉ V SOUVISLOSTI S VYDÍRÁNÍM A ÚNOSEM

1. Toto pojištění zahrnuje i odškodnění pojištěného podle níže uvedených podmínek, výluk a omezení a do limitu uvedeného v Úvodu, ve výši 90% platby provedené v souvislosti s:
 - (a) hrozbami vůči letadlu uvedenému v Úvodu nebo jeho cestujícím či posádce, ke kterým došlo v době trvání pojištění
 - (b) mimořádnými výdaji vzniklými v důsledku konfiskace atd. (viz článek I (e)) či únosu atd. (článek I (f)) letadla uvedeného v Úvodu.
2. Pojistné krytí podle tohoto článku pojistné smlouvy se nevztahuje na žádné území, pro něž je toto pojištění neplatné a pojištěný je vždy povinen zajistit, aby nedocházelo k žádným aktivitám, které nejsou povoleny příslušnými orgány.

ČLÁNEK III: OBECNÉ VÝLUKY

Toto pojištění se nevztahuje na poškození, ztrátu či výdaje vzniklé v důsledku jedné z následujících příčin či jejich kombinací:

- (a) válka (bez ohledu na to, zda byla vyhlášena či nikoli) mezi kterýmikoli z následujících států: Spojené království Velké Británie a Severního Irska, Spojené státy americké, Francie, Ruská federace, Čínská lidová republika. Tato výluka se však nevztahuje na letadlo, které je v okamžiku, kdy taková válka vypukne, ve vzduchu, do doby, než poté přistane.

(b) konfiskace, znárodnění, zabavení, zadržení, přivlastnění si, zbavení vlastnického práva či práva užívání na příkaz vlády uvedené v Úvodu nebo orgánu veřejné či místní správy podle jejich působnosti

(c) skutečné nebo hrozící vypuštění, rozprášení, uvolnění či únik jakékoli chemické, biologické či biochemické látky, tato výluka se však nevztahuje na situace:

(i) kdy jsou takové látky použity nebo hrozí, že budou použity pouze a přímo při:

1. únosu, nezákonném zabavení či protiprávním ovládnutí letadla v průběhu letu a dále pouze v případě, že poškození či ztráta letadla je předmětem oprávněné pojistné události podle článku I, písmeno (f) výše, nebo
2. jakékoli hrozbě letadlu uvedeném v Úvodu nebo jeho cestujícím či posádce a dále jen v případě, že tyto náklady jsou pojištěny podle článku II výše

(ii) jiné než jsou uvedeny v bodě 1. výše, a sice na poškození či ztrátu letadla v případě, že použití těchto látek bylo nepřátelské a došlo k němu pouze a přímo

1. na palubě letadla na zemi nebo ve vzduchu nebo
2. vně letadla a škoda na letadle vznikne v době, kdy kola letadla nejsou v kontaktu se zemí

Jakékoli vypuštění, rozprášení, uvolnění či únik vzniklý mimo letadlo, který povede k poškození letadla v důsledku kontaminace bez dalšího fyzického poškození vnějšku letadla, nebude předmětem pojistného plnění z této smlouvy.

(d) jakýkoli dluh, neposkytnutý dluhopis či záruka nebo jiná finanční příčina nařízená soudním příkazem či jinak

(e) opětovné převzetí letadla do vlastnictví nebo pokus o opětovné převzetí letadla do vlastnictví na základě vlastnického práva nebo na základě smluvní dohody, jejímž účastníkem může být kterýkoli pojištěný z této pojistné smlouvy

(f) zpoždění, ztráta možnosti užívání nebo jakákoli jiná následná ztráta kromě případů výslovně uvedených v článku II, bez ohledu na to, zda k ní došlo po poškození letadla, jeho ztrátě či jinak

(g) jakékoli nepřátelské či jiné použití radioaktivního zamoření či radioaktivní látky, tato výluka se však nevztahuje na poškození či ztrátu letadla v případě, že toto použití je nepřátelské a dojde k němu pouze a přímo

(i) na palubě letadla na zemi nebo ve vzduchu

nebo

(ii) vně letadla a škoda na letadle vznikne v době, kdy kola letadla už nejsou v kontaktu se zemí.

Jakékoli takové použití, k němuž dojde mimo letadlo a které způsobí poškození letadla v důsledku kontaminace bez dalšího fyzického poškození vnějšku letadla, nebude předmětem pojistného plnění z této smlouvy.

(h) jakékoli nepřátelské či jiné použití elektromagnetické síly, tato výluka se však nevztahuje na poškození či ztrátu letadla v případě, že k tomuto použití dojde pouze a přímo na palubě letadla na zemi nebo ve vzduchu

(i) jakýkoli nepřátelský či jiný výbuch zařízení využívajícího atomového či jaderného štěpení a/nebo syntézy nebo jiné podobné reakce a nehledě na (g) a (h) výše, jakékoli radioaktivní zamoření či elektromagnetická síla, které jsou přímým důsledkem takového výbuchu, rovněž nejsou předmětem pojistného plnění z této pojistné smlouvy

ČLÁNEK IV: VŠEOBECNÉ PODMÍNKY

1. Toto pojištění se řídí týmiž ujednáními a podmínkami (s výjimkou pojistného, ujednání o obnově (pokud existuje), výše spoluúčasti nebo ujednání o samopojištění, pokud přichází v úvahu a KROMĚ PŘÍPADŮ KDY JE V TÉTO DOLOŽCE UVEDENO JINAK) jako pojištění letadel – kasko (all risks).

2. Pokud nastane nějaká podstatná změna v povaze činnosti pojištěného, pojištěný tuto změnu neprodleně oznámí pojistitelům. Dojde-li po vzniku podstatné změny, kterou měl pojištěný ve své moci, ke škodě, pojistné plnění z této smlouvy bude poskytnuto jen v případě, že pojistitelé takovou změnu přijali.

„Podstatnou změnou“ je jakákoli změna v činnosti pojištěného, kterou mohou pojistitelé důvodně považovat za zvýšení míry či pravděpodobnosti výskytu rizika či za omezení možnosti vymáhání regresu.

3. Náležitě dodržování a plnění podmínek, ustanovení a ujednání této pojistné smlouvy je základním předpokladem poskytnutí pojistného plnění z této pojistné smlouvy. Pojištěný by měl zejména vyvinout veškeré úsilí a zajistit, aby jeho činnost byla v souladu se zákony země (místními i jinými), v jejíž jurisdikci je letadlo, a získat všechna povolení nutná pro oprávněné provozování letadla.
4. Pojistitelé souhlasí s tím, že se v případě pojistného krytí při porušení smluvního závazku, ujednání o nevymáhání regresu a náhrady škody budou řídit pojistnou smlouvou pro pojištění letadel – kasko (all risks), za předpokladu splnění podmínek článku 5 a Úvodu této doložky.

ČLÁNEK V: PŘEZKOUMÁNÍ, ZRUŠENÍ A AUTOMATICKÉ UKONČENÍ

Změna podmínek a zánik 1. (a) Pojistitelé mohou zaslat pojištěnému oznámení o přezkoumání sazeb pojistného a/nebo územního rozsahu účinné po uplynutí 7 dnů od půlnoci (podle G.M.T.) dne, kdy bylo oznámení vystaveno. V případě, že pojištěný do uplynutí těchto sedmi dnů nevyjádří souhlas se změnou sazeb a/nebo územního rozsahu, pojištění uplynutím sedmého dne zaniká.

Automatické přezkoumání podmínek a zánik

(b) Bez ohledu na bod 1, písmeno (a), tato pojistná smlouva podléhá automatickému přezkoumání

sazeb pojistného a/nebo pojistných podmínek a/nebo územního rozsahu pojištění ze strany pojistitelů a upravené sazby pojistného, pojistné podmínky či územní rozsah nabývají účinnosti po uplynutí sedmi dnů od jakéhokoli nepřátelského výbuchu zařízení, včetně válečné zbraně, využívajícího atomové či jaderné štěpení a/nebo syntézu, nebo podobnou reakci nebo radioaktivní sílu či látku, bez ohledu na to, kde a kdy k takovému výbuchu dojde a zda je pojištěné letadlo přímo postiženo/ zasaženo. V případě, že upravené sazby pojistného, pojistných podmínek či územního rozsahu nebyly pojištěným přijaty, pojištění uplynutím výše uvedeného sedmého dne zaniká.

Zrušení výpovědi

(c) Tato pojistná smlouva může být zrušena výpovědí za strany pojištěného či pojistitelů. Výpověď musí být podána nejméně sedm dní před koncem každého čtvrtletí od počátku pojištění.

Automatický zánik

2. Bez ohledu na to, zda byla výpověď podána či nikoli, toto pojištění ZANIKÁ AUTOMATICKY:

Při vypuknutí války (bez ohledu na to, zda byla vyhlášena či nikoli) mezi kterýmikoli z následujících států: Spojené království Velké Británie a Severního Irska, Spojené státy americké, Francie, Ruská federace, Čínská lidová republika.

V případě, že je letadlo při vypuknutí výše uvedených války ve vzduchu, toto pojištění v souladu s pojistnými podmínkami, pokud nebylo jinak zrušeno, vypovězeno či přerušeno, nadále platí do doby, než toto pojištěné letadlo poprvé po vypuknutí války přistane.

LONDON AIRCRAFT INSURANCE POLICY

Headings and marginal captions are inserted for the purpose of convenient reference only and are not to be deemed part of this Policy.

Certain words and phrases used in this Policy have special meanings which can be found in Section IV (D) Definitions.

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

SECTION I LOSS OF OR DAMAGE TO AIRCRAFT

1. Coverage

- (a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for sixty days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part 2(5) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).
- (b) If the Aircraft is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part 2(5) of the Schedule.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

- Wear and Tear, Breakdown
- (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such 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.

HOWEVER accidental loss of or damage to the Aircraft consequent upon 2(a) or (b) above is covered under paragraph 1(a) above.

Dismantling
Transport and Repairs

3. Conditions applicable to this Section only

- (a) If the Aircraft is damaged
 - (i) no dismantling or repairs shall be commenced without the consent of the Insurers 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) the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured.
- (b) If the Insurers exercise their option to pay for or replace the Aircraft
 - (i) the Insurers may take the Aircraft (together with all documents of record, registration and title thereto) as salvage;
 - (ii) the cover afforded by this Section is terminated in respect of the Aircraft even if the Aircraft is retained by the Insured for valuable consideration or otherwise;
 - (iii) the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.

Payment or
Replacement

Amounts to be
deducted from

- (c) Except where the Insurers exercise their option to pay for or replace the Aircraft, there

the claim

shall be deducted from the claim under paragraph 1(a) of this Section

(i) the amount specified in Part 6(B) of the Schedule and

(ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.

No
Abandonment

(d) Unless the Insurers elect to take the Aircraft as salvage the Aircraft shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.

Other
Insurance

(e) **No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.**

See also Section IV

SECTION II LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

1. Coverage

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

Employees
and Others

(a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

Operational
Crew

(b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;

Passengers

(c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;

Property

(d) loss of or damage to any property belonging to or in the care, custody or control of the Insured;

Noise and
Pollution and
Other Perils

(e) claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.

3. Limits of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section IV

SECTION III LEGAL LIABILITY TO PASSENGERS

1. Coverage

The Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of

- (a) accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft and
- (b) loss of or damage to baggage and personal articles of passengers arising out of an Accident to the Aircraft.

Provided always that

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

Documentary
Precautions

Effect of
Non-Compliance

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

2. Exclusions applicable to this Section only

The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any

Employees
and Others

- (a) director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

Operational
Crew

- (b) member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft.

3. Limits of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

See also Section IV

SECTION IV

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply

- | | |
|------------------------------------|---|
| Illegal Uses | 1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in Part 3 of the Schedule and as defined in the Definitions. |
| Geographical Limits | 2. Whilst the Aircraft is outside the geographical limits stated in Part 5 of the Schedule unless due to force majeure. |
| Pilots | 3. Whilst the Aircraft is being piloted by any person other than as stated in Part 4 of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose. |
| Transportation by other Conveyance | 4. 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 I of this Policy. |
| Landing and Take-off Areas | 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 except as a result of force majeure. |
| Contractual Liability | 6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement. |
| Number of Passengers | 7. Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in Part 2(4) of the Schedule. |
| Non-Contribution | 8. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected. |
| Nuclear Risks | 9. To claims excluded by the attached Nuclear Risks Exclusion Clause. |
| War, Hi-jacking, and Other Perils | 10. To claims caused by <ol style="list-style-type: none">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.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.Strikes, riots, civil commotions or labour disturbances.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.Any malicious act or act of sabotage.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.Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured. |

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Policy.

Due Diligence

1. The Insured shall at all times use due diligence and do and concur in doing everything practicable to avoid accidents and to avoid or diminish any loss hereon.

Compliance
with Air
Navigation
Orders etc.

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

(a) the Aircraft is airworthy at the commencement of each Flight;

(b) all Log Books and other records in connection with the Aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their Agents on request;

(c) the employees and agents of the Insured comply with such orders and requirements.

Claims
Procedure

3. Immediate notice of any event likely to give rise to a claim under this Policy shall be given as stated in Part 8 of the Schedule. In all cases the Insured shall

(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) render such further information and assistance as the Insurers may reasonably require;

(d) not act in any way to the detriment or prejudice of the interest of the Insurers.

The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Claims Control

1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim.

Subrogation

2. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

Variation in
Risk

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

Cancellation

4. This Policy may be cancelled by either the Insurers or the Insured giving 10 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Policy. If cancelled by the Insured a return of premium shall be at the discretion of the Insurers. There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Policy.

Assignment

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

Not Marine Insurance

6. This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.

Arbitration

7. This Policy shall be construed in accordance with English Law and any dispute or difference between the Insured and the Insurers shall be submitted to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force.

Two or More Aircraft

8. When two or more Aircraft are insured hereunder the terms of this Policy apply separately to each.

Limit(s) of Indemnity

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

False and Fraudulent Claims

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

(D) DEFINITIONS

1. "ACCIDENT" means any one accident or series of accidents arising out of one event.
2. "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. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement, shall together constitute a single Unit.
3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.
4. "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.
5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
6. "BUSINESS" means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
8. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured. Rental for any other

purpose is NOT insured under this Policy unless specifically declared to Insurers and the detail of such use(s) stated in Part 3 of the Schedule under SPECIAL RENTAL USES.

Definitions 5, 6, 7 and 8 constitute Standard Uses and **do not include** instruction, aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated Part 3 of the Schedule under SPECIAL USES.

9. "FLIGHT" 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.
- 10 "TAXIING" means movement of the Aircraft under its own power other than in Flight as defined. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
- 11 "MOORED" means, in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined, and includes the risks of launching and hauling up.
- 12 "GROUND" means whilst the Aircraft is not in Flight or Taxiing or Moored as defined above.

AVNIC 21.12.98

Schedule – viz insurance policy No. 899-15177-16

ADDITIONS AND DELETIONS
(COMBINED)

1. The insurance afforded by this Policy is automatically extended to include at pro rata additional premium further Aircraft added during the currency of this Policy provided such Aircraft are owned or operated by the Insured and are of the same type and value as Aircraft already covered hereunder and of no greater seating capacity.
2. The inclusion of additional Aircraft of other types or different values or greater seating capacity shall be subject to special agreement and rating by Insurers prior to attachment.
3. Under the Aircraft loss or physical damage Section of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium provided no claim has arisen and become payable in respect of such Aircraft under the Aircraft loss or physical damage Section of this Policy and that this Policy is not cancelled by virtue of such deletion.
4. Under the liability Section(s) of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium.

Provided always that

- (i) Notwithstanding the foregoing provisions for additions and deletions the premium in respect of each separate period of Flight risk insurance on any Aircraft covered during the currency of this Policy shall in no case be less than fifteen days' pro rata premium.
- (ii) In the event of a claim arising in respect of any Aircraft added hereto being settled on a total loss basis the full twelve months' Aircraft loss or physical damage premium shall be paid hereunder in respect of such Aircraft.
- (iii) Notice of the addition or deletion of any Aircraft under the provisions of Paragraphs 1, 3 and 4 respectively shall be given to the Insurers or their representatives in writing within ten days of attachment or deletion.

AVN 19A 4.2.02

UNLICENSED LANDING GROUND SUITABILITY CLAUSE

It is understood and agreed that the landing and taking off of the insured Aircraft by day on landing grounds other than licensed airfields are covered under this Policy.

Provided always that

- (a) the Insured and/or the pilot conducting the flight has obtained the permission of the owner or tenant of the land,
 - (b) the Insured and/or the pilot conducting the flight has 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,
 - (c) the pilot conducting the flight has surveyed the landing ground by flypast or overflight immediately prior to landing.
- In the event of a claim being made under this Policy in respect of an Accident occurring during the use of such landing ground the onus of proving that (a) (b) and (c) above had been complied with shall rest entirely on the Insured.

AVN 23A
4.2.02

NUCLEAR RISKS EXCLUSION CLAUSE

- (1) This Policy does not cover:
- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

- (3) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organisation is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organisation "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter
(IAEA Health and Safety Regulations)

Beta, gamma and low toxicity alpha
Emitters

Maximum permissible level
of non-fixed radioactive surface contamination (Averaged
over 300 cm²)

Not exceeding 4 Bequerels/cm²
(10⁻⁴ microcuries/cm²)

All other emitters

Not exceeding 0.4Bequerels/cm²
(10⁻⁵ microcuries/cm²)

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

AVN 38B

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
 - (i) damages awarded against the Insured and
 - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN 46B

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

This Policy does not cover claims caused by

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.

- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

AVN.48B

AGREED VALUE CLAUSE

It is hereby understood and agreed that in consideration of the insured Aircraft being covered on an Agreed Value basis all reference herein to replacement shall be deemed to be deleted but only in respect of claims adjusted on the basis of a total loss.

In respect of claims adjusted on the basis of a total loss Insurers shall pay to the Insured the Agreed Value of the Aircraft as stated in the Policy Schedule less any applicable deductible. Insurers may, at their discretion, take the salvage of such Aircraft, together with all appropriate documents appertaining thereto, but in no event shall there be any abandonment to Insurers.

The foregoing provision shall not apply to claims arising in respect of partial loss or damage where Insurers shall retain the right to repair, replace or make good as they deem expedient.

AVN.61
1.10.1996

SUPPLEMENTARY PAYMENTS CLAUSE

It is understood and agreed that this Policy is extended to cover as more fully set forth under those paragraph(s) identified below. It is expressly understood that no cover is provided under those paragraphs of this Clause which have not been identified below.

The Insurers agree to indemnify the Insured for

- (a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder 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 insured hereunder;
- (c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;

- (d) any reasonable expenses which the Insured 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 Accident involving an Aircraft insured hereunder.

Coverage is provided under all paragraphs above.

Provided always that Insurers' liability shall not exceed 10% of aircraft value each incident and in the aggregate over all paragraphs insured.

AVN.76
9.2.2001

UNAUTHORISED USE CLAUSE

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 not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorisation given by the Insured.

AVN.77
9.2.2001

FORCED LANDING CLAUSE

Insurers hereon agree that in the event of an insured Aircraft making a forced landing in any place where subsequent safe take-off is impossible they will pay all reasonable costs, expenses or expenditure for the removal of the Aircraft to the nearest suitable take-off area provided always that Insurers' liability for such costs, expenses or expenditure, and for any loss of or damage to the Aircraft, shall not exceed the value of the Aircraft as declared in the Policy.

AVN.78
9.2.2001

OUT OF NOTIFIED HOURS CLAUSE

The coverage provided by this Policy shall not be invalidated as a result of the use, by the Insured, 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.

AVN.81
9.2.2001

BREACH OF AIR NAVIGATION REGULATIONS CLAUSE

The cover afforded to each Insured by the 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 the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or knowingly condoned the said act or omission shall not be entitled to indemnity under the Policy.

Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy apply.

AVN 94 30.4.02

DATE RECOGNITION EXCLUSION CLAUSE

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

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

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

AVN 2000A
14.03.01

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

- 1. to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");
- 2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

BREACH OF AIR NAVIGATION REGULATIONS CLAUSE

The cover afforded to each Insured by the 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 the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or knowingly condoned the said act or omission shall not be entitled to indemnity under the Policy.

Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy apply.

AVN 94 30.4.02

DATE RECOGNITION EXCLUSION CLAUSE

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

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

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

AVN 2000A
14.03.01

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

- 1. to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");
- 2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

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

PROVIDED THAT:

- 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) 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 the Policy.
- 3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A

21.3.01

(Applicable to Hull and Aircraft Liability Coverage)

AIRFREIGHT OF SPARES (A)

The Underwriters will pay for the airfreighting of materials provided that the charges do not exceed 10 per cent of the agreed value of the Aircraft which is the subject of an admitted claim hereunder.

713NHG00406

CIVIL AVIATION AUTHORITY SAFETY REGULATION GROUP CLAUSE

It is noted and agreed that the cover hereunder remains operative whilst the insured aircraft is being flown by any Civil Aviation Authority (or its local equivalent) approved pilot for the purpose of a test flight and during any such test flight the Civil Aviation Authority Safety Regulation Group (or its local equivalent) are included as Joint Insureds in respect thereof.

Nevertheless, notwithstanding the inclusion hereon of more than one Insured the total liability of the Underwriters in respect of any or all Insureds shall not exceed the limits of liability stated in this policy.

07/94

LSW708A

KILN GEOGRAPHIC AREAS EXCLUSION CLAUSE (03/08/11) LSW617G

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:
 - (a) Algeria, Burundi, Cabinda, Central African Republic, Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Ivory Coast, Liberia, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
 - (b) Colombia, Ecuador, Peru.
 - (c) Afghanistan, Jammu & Kashmir, Myanmar, North Korea, Pakistan.
 - (d) Georgia, Nagorno-Karabakh, North Caucasian Federal District.
 - (e) Iran, Iraq, Libya, Syria, Yemen.
 - (f) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.
2. However coverage pursuant to this Policy is granted:
 - (a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
 - (b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.
3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight 03/08/11

LSW617G

ASBESTOS EXCLUSION CLAUSE

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

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

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 1 or 2 hereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

2488 AGM 0003

AVIATION HULL "WAR AND ALLIED PERILS" POLICY

SECTION ONE: LOSS OF OR DAMAGE TO AIRCRAFT

Subject to the terms, conditions and limitations set out below, this Policy covers loss of or damage to the Aircraft stated in the Schedule against claims excluded from the Assured's Hull "All Risks" Policy as caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Strikes, riots, civil commotions or labour disturbances.
- (c) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (d) Any malicious act or act of sabotage.
- (e) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority.
- (f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Assured. For the purpose of this paragraph (f) only, an aircraft is considered to be in flight at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation or when the aircraft is in motion. A rotor-wing aircraft shall be deemed to be in flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.

Furthermore this Policy covers claims excluded from the Hull "All Risks" Policy from occurrences whilst the Aircraft is outside the control of the Assured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Assured on the safe return of the Aircraft to the Assured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

SECTION TWO: EXTORTION AND HI-JACK EXPENSES

1. This Policy will also indemnify the Assured subject to the terms, conditions, exclusions and limitations set out below, and up to the limit stated in the Schedule, for 90% of any payment properly made in respect of:
 - (a) threats against any Aircraft stated in the Schedule or its passengers or crew made during the currency of this Policy.
 - (b) extra expenses necessarily incurred following confiscation, etcetera (as Section One clause (e)) or hi-jacking, etcetera (as Section One clause (f)) of any Aircraft stated in the Schedule.
2. No cover will be provided under this Section of the Policy in any territory where such insurance is not lawful, and the Assured is at all times responsible for ensuring that no arrangements of any kind are made which are not permitted by the proper authorities.

SECTION THREE: GENERAL EXCLUSIONS

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

- (a) war (whether there be a declaration of war or not) between any of the following States: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; nevertheless, if any Aircraft is in the air when an outbreak of such war occurs, this exclusion shall not apply in respect of such Aircraft until the said Aircraft has completed its first landing thereafter;
- (b) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the authority of the Government(s) stated in the Schedule, or any public or local authority under its jurisdiction;

(c) the emission, discharge, release or escape of any chemical, biological or biochemical materials or the threat of same but this exclusion shall not apply;

(i) if such materials are used or threatened to be used solely and directly in:

1. the Hi-jacking, unlawful seizure or wrongful exercise of control of an Aircraft in flight and then only in respect of loss of or damage to such Aircraft the subject of a valid claim under clause (f) Section One above; or
2. any threat against an Aircraft stated in the Schedule or its passengers or crew and then only in respect of payments as are insured under Section Two above;

(ii) other than as provided for in sub-paragraph 1 above, to loss of or damage to an Aircraft if the use of such materials is hostile and originates solely and directly;

1. on board such Aircraft, whether it is on the ground or in the air.

or

2. external to such Aircraft and causes physical damage to the Aircraft whilst the Aircraft's wheels are not in contact with the ground.

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

(d) any debt, failure to provide bond or security or any other financial cause under court order or otherwise;

(e) the repossession or attempted repossession of the Aircraft either by any title holder, or arising out of any contractual agreement to which any Assured protected under this Policy may be party;

(f) delay, loss of use, or except as specifically provided in Section Two any other consequential loss; whether following upon loss of or damage to the Aircraft or otherwise.

(g) any use, hostile or otherwise, of radioactive contamination or matter but this exclusion shall not apply to loss of or damage to an Aircraft if such use is hostile and originates solely and directly;

(i) on board such Aircraft, whether it is on the ground or in the air, or

(ii) external to such Aircraft and causes physical damage to the Aircraft whilst the Aircraft's wheels are no longer in contact with the ground

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

(h) any use, hostile or otherwise, of an electromagnetic pulse but this exclusion shall not apply to loss of or damage to an Aircraft if such use originates solely and directly on board such Aircraft, whether it is on the ground or in the air.

(i) any detonation, hostile or otherwise, of any device employing atomic or nuclear fission and/or fusion or other like reaction, and notwithstanding (g) and (h) above, any radioactive contamination and electromagnetic pulse resulting directly from such detonation is also excluded by this Policy.

SECTION FOUR: GENERAL CONDITIONS

1. This Policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligations to investigate and defend, the renewal agreement (if any), the amount of deductible or self insurance provision where applicable AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or may be added to the Assured's Hull "All Risks" Policy.

2. Should there be any Material Change in the nature or area of the Assured's operations, the Assured shall give immediate notice of such Change to the Underwriters; no claim arising subsequent to a Material Change over which the Assured had control shall be recoverable hereunder unless such change has been accepted by the Underwriters.

"Material Change" shall be understood to mean any change in the operation of the Assured which might reasonably be regarded by the Underwriters as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.

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

SECTION FIVE: CANCELLATION REVISION AND AUTOMATIC TERMINATION

Amendment of
Terms or
Cancellation

1. (a) Underwriters may give notice, effective on the expiry of 7 days from midnight G.M.T. on the day on which notice is issued, to review the rate of premium and/or the geographical limits. In the event of the review of the rate of premium and/or geographical limits not being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.

Automatic Review of
Terms or
Cancellation

- (b) Notwithstanding 1(a) above, this Policy is subject to automatic review by Underwriters of the rate of premium and/or conditions and/or geographical limits effective on the expiry of 7 days from the time of any hostile detonation of any device including any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured Aircraft may be directly affected. In the event of the review of the rate of premium and/or conditions and/or geographical limits not being accepted by the Assured then at the expiry of the said 7 days, this Policy shall become cancelled at that date.

Cancellation by
Notice

- (c) This Policy may be cancelled by the Assured or Underwriters giving notice not less than 7 days prior to the end of each period of 3 months from inception.

Automatic
Termination

2. Whether or not such notice of cancellation has been given this Insurance shall
TERMINATE AUTOMATICALLY

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

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

04/06
LSW555D



ČESKÁ POJIŠŤOVNA

sídlo: Spálená 16, 113 04 Praha 1, úsek underwritingu: Na Pankráci 123, 140 21 Praha 4
IČ: 45272956, zapsaná v obchodním rejstříku u MS v Praze, oddíl B, vložka 1464

HLÁŠENÍ LETECKÉ ŠKODY

Nejdůležitější povinnosti pojištěného v souvislosti s leteckou škodou:

- ihned informovat pojišťovnu o události, ve vlastním zájmu nejpozději následující pracovní den (telefonem nebo faxem) tel. **+420 224 550 317**, fax: **+420 224 551 031**
- přijmout taková opatření, aby škoda byla co nejmenší,
- zajistit vyšetření a dokumentaci škody (*policie, komise, fotografie, orientační dechová zkouška na alkohol popř. krevní zkouška*),
- bez souhlasu pojišťovny neměnit stav způsobený nehodou, povolen je pouze převoz letadla nebo zbytků z míst nehody na chráněné místo,
- ve vlastním zájmu se bez souhlasu pojišťovny nezavazovat k uznání nároků třetích osob.

Pojištěný (jméno, adresa, telefon, fax, plátce DPH?)

Číslo pojistné smlouvy

Událost: (poškození, zničení, odcizení, škoda třetí osobě)

Místo, datum a čas události:

Typ a registrace letadla:

Účel letu:

Vyšetřuje policie (adresa oddělení policie)

Přibližný nezávazný odhad výše škody:

Posádka:

Událost hlásí (jméno, funkce, adresa, telefon)

obrat' te prosím

Podrobný popis události:

(Datum, místo a čas události, účel letu, povětrnostní podmínky, jak k události došlo, kdo je poškozeným, nezávazný vlastní názor na příčinu a zavinění, popis škod na letadle a škod způsobených třetím osobám a adresy, telefonní a faxová čísla těchto osob, názor na opravitelnost, kde se poškození letadlo nachází, jména, telefonní a faxová čísla osob, se kterými je možno o události jednat, svědci.)



PŘEDBĚŽNÝ SEZNAM DOKLADŮ POTŘEBNÝCH K DOLOŽENÍ LETECKÉ ŠKODY

Po nahlášení škody bude pojištěný povinen poskytnout České pojišťovně a.s. tyto doklady:

1. provozní dokumentaci k letadlu (kopie)
 - osvědčení o zápisu letadla do českého leteckého rejstříku
 - osvědčení o letové způsobilosti
 - doklad o provedení předletové kontroly letadla
 - palubní deník (letadlová kniha – 1. stránka, stránky s posledními dvěma periodickými prohlídkami a stránku s posledním letem
 - motorová a vrtulová kniha – první a poslední stránku
2. kopie průkazů způsobilosti posádky letadla resp. instruktora (pilotní průkaz, průkaz žáka)
3. kopie první a posledních dvou stránek zápisníků letů pilota
4. policejní protokol: závěrečná zpráva nebo rozhodnutí policie ČR
5. originál zprávy vyšetřovací komise
6. nálezový protokol opravárenského závodu s podrobným popisem zjištěných poškození a odhadem nákladů na opravu (ve vlastním zájmu zaslat před započítáním prací na opravě)
7. doklady, potvrzující výši uplatňované škody
 - doklad o nákladech na odstranění letadla nebo trosek z místa nehody
 - fakturu za opravu včetně kalkulace – rozpis materiálu a dílů, ocenění práce, DPH, dále cestovní příkazy, týkající se převozu do opravy a odvozu po opravě nebo faktury za odvoz apod.
8. bankovní spojení

Veškeré doklady jsou požadovány bez ohledu na konečné rozhodnutí pojišťovny v otázce likvidnosti škody.

Fotodokumentace poškození (trosek) z místa nehody bude zajištěna po dohodě s pojišťovnou.

Česká pojišťovna a.s. si může vyžádat v průběhu řešení případu i další doklady a písemnosti, zde neuvedené.

Pojišťovna dále upozorňuje na povinnost pojištěného neměnit stav po nehodě bez jeho písemného souhlasu.

Bez povolení je možný pouze převoz letadla nebo zbytků z místa nehody na chráněné místo, kdy bude provedena obhlídka pracovníkem pojistitele, popřípadě jeho zmocněncem. Každou další manipulaci s letadlem je nutno konzultovat s pojišťovnou.