

GLIDER CERTIFICATE

**THE INSURED IS ASKED TO READ THIS CERTIFICATE AND, IF IT IS INCORRECT,
RETURN IT IMMEDIATELY FOR ALTERATION**

In all communications the Certificate Number appearing in line one of the Schedule should be quoted.

THIS IS TO CERTIFY that in accordance with the authorisation granted under Contract Number GBA00101618BW to the undersigned by Allianz Global Corporate & Specialty and in consideration of the premium specified herein, the said Insurers are hereby bound, each for his own part and not one for another, their Heirs, Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

The Security being 100% Allianz Global Corporate & Specialty

In witness whereof this Certificate has been signed.

A handwritten signature in black ink that reads "Stephen Hill". The signature is written in a cursive style with a large, looping initial 'S'.

Authorised Signature
Hill Aviation Insurance Services Limited

LONDON AIRCRAFT INSURANCE CERTIFICATE

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

Certain words and phrases used in this Certificate have special meanings which can be found in Section IV(C) 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 Certificate.

SECTION I LOSS OR DAMAGE TO GLIDER AND OR EQUIPMENT

Coverage

1. (a) The Insurers will at their option pay for, replace or repair accidental loss or damage to the Glider and/or Ancillary Equipment described in the Schedule arising from the risks covered, including disappearance if the Glider is unreported for thirty days after commencement of the Flight, but not exceeding the Amount Insured as specified in Part 2 of the Schedule and subject to the amounts to be deducted specified in Condition 3(iii).
- (b) If the Glider 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 Glider consequent upon damage up to 10 per cent of the Amount Insured specified in Part 2 of the Schedule.

Exclusions applicable to this Section only

2. The Insurers shall not be liable for
 - (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Glider 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 Glider consequent upon 2(a) or (b) above is covered under 1(a) hereof.

Conditions applicable to this Section only

3. (i) If the Glider is damaged
 - (a) no repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interest of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority.
 - (b) 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.
- (ii) If the Insurers exercise their option to pay for or replace the Glider
 - (a) The Insurers may take the Glider (together with all documents of record, registration and title thereto) as salvage.
 - (b) the cover afforded by this Section is terminated in respect of the Glider even if the Glider is retained by the Insured for valuable consideration or otherwise.
 - (c) the replacement Glider shall be the same make and type and in reasonably like condition unless otherwise agreed with the Insured.
- (iii) There shall be deducted from any claim under paragraph 1(a) of this Section, the amount specified in Part 6 B. of the Schedule. **Nevertheless in the event of an accident arising hereon involving the application of more than one deductible then the highest deductible shall be applied as an aggregate deductible for all losses arising out of that accident.**
- (iv) Unless the Insurers elect to take the Glider as salvage the Glider shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers.
- (v) **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 effected by or on behalf of the Insured without the knowledge of the Insurers.**

See also Section IV

**SECTION II LEGAL LIABILITY TO THIRD PARTIES
(OTHER THAN PASSENGERS/2nd PILOTS)**

Coverage

1. 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 Glider or by any person or object falling therefrom.

Exclusions applicable to this Section only

2. The Insurers shall not be liable for claims arising from
 - (i) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business while acting in the course of his employment with or duties for the Insured.
 - (ii) injury (fatal or otherwise) or loss sustained by any member of the flight crew whilst engaged in the operation of the Glider.
 - (iii) injury (fatal or otherwise) or loss sustained by any passenger/2nd Pilot whilst entering, on board, or alighting from the Glider.
 - (iv) Loss of or damage to any property belonging to or in the care, custody or control of the Insured.
3. The Insurers shall not be liable for claims directly or indirectly occasioned by happening through or in consequence of:-
 - (a) noise (whether audible to 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 Glider operation.

Nothing in this paragraph shall override the Nuclear Risks Exclusion Clause.

Limits of Indemnity applicable to this Section

4. The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6 C. of the Schedule. 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 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 the compensatory damages.

See also Section IV

SECTION III LEGAL LIABILITY TO PASSENGERS AND 2nd PILOTS

Coverage

1. 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/2nd pilots whilst entering, on board, or alighting from the Gliderand
 - (b) loss of or damage to baggage and personal articles of passengers/2nd pilots arising out of an accident to the Glider.

Provided always that before a passenger boards the Glider 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.

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

Exclusions applicable to this Section only

2. The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business while acting in the course of his employment with or duties for the Insured.

Limits of Indemnity applicable to this Section

3. The liability of the Insurers under this Section shall not exceed the amount stated in Part 6 C. of the Schedule. 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 Certificate does not apply:-

1. Whilst the Glider 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.
2. Whilst the Glider is outside the geographical limits stated in Part 5 of the Schedule unless due to force majeure.
3. Whilst the Glider is being piloted by any person other than as stated in Part 4 of the Schedule except that the Glider may be operated on the ground by any person competent for the purpose.
4. Whilst the Glider is landing 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 Glider except as a result of force majeure.
5. To liability assumed or rights waived by the Insured under any agreement except to the extent that such liability would have attached to the Insured in the absence of such agreement.
6. Whilst the total number of passengers/2nd pilots being carried in the Glider exceeds the declared maximum number of passengers/2nd pilots stated in Part 2 of the Schedule.
7. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would be payable under such other policy or policies had this Certificate not been affected.
8. To claims caused by:
 - (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
 - (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - (c) Strikes, riots, civil commotions or labour disturbances.
 - (d) Any act of one or more persons, whether or not agents of a Sovereign Power, for political or terrorist purposes and whether loss or damage resulting therefrom is accidental or intentional.
 - (e) Any malicious act or act of sabotage.
 - (f) Confiscation, nationalization, 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) Hijacking or any unlawful seizure or wrongful exercise of control of the Glider or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the Glider acting without the consent of the Insured.

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

(B) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- 1. The due observance and fulfilment of the terms conditions and endorsements of this Certificate shall be a condition precedent to any liability of the Insurers to make any payment under this Certificate.**
2. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss hereon.
3. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Glider and shall ensure that:-
 - (a) the Glider is airworthy at the commencement of each flight
 - (b) all the Log Books and other records in connection with the Glider 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.
4. Immediate notice of any event likely to give rise to a claim under this Certificate 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.**
5. 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.
6. Upon an indemnity being given or a payment being made by the Insurers under this Certificate, 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.
7. 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 claims arising subsequent to shall be recoverable hereunder unless such change has been accepted by the Insurers.
8. This Certificate 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 Certificate. If cancelled by the Insured a return of premium shall be at discretion of the Insurers. There will be no return of premium in respect of any Glider on which a loss has been paid or is payable under this Certificate.
9. This Certificate shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.
10. This Certificate is not and the parties hereto expressly agree that it shall not be construed as a Certificate of marine insurance.
11. This Certificate 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.
12. When two or more Gliders are insured hereunder the terms of this Certificate apply separately to each.
13. 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 Certificate.
14. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Certificate shall become void and all claims hereunder shall be forfeited.

(C) DEFINITIONS

- (a) 'ACCIDENT' means any one accident or series of accidents arising out of one event.
- (b) 'UNIT' means a part or an assembly of parts (including any sub-assemblies) of the Glider. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement, shall together constitute a single Unit.
- (c) '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.
- (d) '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.
- (e) '2nd PILOT' means any person on board the Glider and participating in flying activities but not designated as pilot in command by B.G.A. Regulations.
- (f) 'PRIVATE PLEASURE' means use for private and pleasure purposes but NOT use for any business or profession nor for hire and reward.
- (g) 'BUSINESS' means the uses stated in Private Pleasure and use for the purpose of the Insured's business or profession but NOT for hire and reward.
- (h) 'RENTAL' means rental, lease, charter or hire by the Insured to any person, company or organization for Private Pleasure and Business uses only, where the operation of the Glider is not under the control of the Insured. Rental for any other purposes is NOT insured under this Certificate unless specifically declared to the Insurers.

Definitions (f), (g) and (h) constitute Standard Uses and do not include Aerobatics (other than as approved under Certificate of Airworthiness), Rated Competitions and Competition Enterprise, Instruction, Hunting, Patrol, Fire-fighting, the intentional dropping, spraying or release of anything (other than ballast), any form of experimental flying, and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated in Part 3 of the Schedule.

- (i) 'FLIGHT AND LAUNCHING' shall be held to mean the time commencing when the Glider begins to move forward during the launching operation or attempt thereat, and continuing until the Glider ceases to travel forward under its own momentum after making contact with the ground.
- (j) 'TAXYING' means movement of the Glider under its own power other than in flight as defined. Taxying shall not be deemed to cease merely by reason of a temporary halting of the Glider.
- (k) 'TRANSPORTATION' shall be held to mean whilst the Glider or part thereof is being moved in or on a trailer.
- (l) 'GROUND' shall be held to mean whilst the Glider is not in Flight and Launching, Taxying and Transportation.
- (m) 'GLIDING CLUB' shall be held to mean general gliding school work, dual and solo instruction, gliding club exercises, demonstration and test or trial flights after overhaul or repair but does not include any form of experimental or competitive flying or any other use involving abnormal hazard. Uses shall also include pleasure flying, joy riding and subject to relevant regulations being complied with hire and reward.
- (n) 'PASSENGER' means any person on board the Glider other than persons acting as pilot, co-pilot, instructor or any person receiving instruction.
- (o) 'CFI' means Chief Flying Instructor or the instructor in charge of flying operations on the site at any given time; the instructor to whom the Chief Flying Instructor's authority has been deputised.

AGREED VALUE CLAUSE:

It is hereby understood and agreed that in consideration of the insured Glider 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 Glider as stated in the Certificate Schedule less any applicable deductible. Insurers may, at their discretion, take the salvage of such Glider, 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.

DATE RECOGNITION EXCLUSION CLAUSE:

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

AVN 2000A (Amended)

E.U. DISCLOSURE CLAUSE (UK):

NOTICE TO THE PROPOSER / INSURED

The Parties are free to choose the law applicable to this Certificate. Unless specifically agreed to the contrary, this Certificate shall be subject to English Law.

Any enquiry or concern should be addressed in the first instance to the Insured's Broker. If the Insured remains dissatisfied and wishes to make a complaint the Insured may ask the Aviation Claims Manager Allianz Global Corporate & Specialty to review its case without prejudice to its rights in law.

The address is:

Aviation Claims Manager
Allianz Global Corporate & Specialty
60 Gracechurch Street
London
EC3V 0HR

Telephone: +44 20 3451 3000

Fax: +44 20 7283 7862

NUCLEAR RISKS EXCLUSION CLAUSE:

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

AVN 71 (Amended)

ASBESTOS EXCLUSION CLAUSE:

This Certificate 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 provisions of this Certificate, 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 Certificate remain unchanged.

2488AGM0003 (Amended)

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

AVN 72 9.2.2000

SANCTIONS AND EMBARGO CLAUSE

Notwithstanding anything to the contrary in the Certificate the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Certificate or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the Certificate, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the Period of Insurance which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Certificate in accordance with the laws and regulations applicable to the Certificate provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Certificate has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Certificate relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN 111 (Amended)

SUPPLEMENTARY PAYMENTS CLAUSE

It is understood and agreed that in respect of Gliders with hull cover hereunder this Certificate is extended to cover as more fully set forth under those paragraphs a), b), c) and d) below.

The Insurers agree to indemnify the Insured for

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

Provided always that Insurers' liability shall not exceed £20,000 in the aggregate over all paragraphs insured.

AVN 76 (Amended)

EU CONTRACT CONTINUATION CLAUSE

Notwithstanding any cancellation provision in the Certificate.

1. In the event that a (Re)Insurer will no longer be permitted to (re)insure risks covered under this Certificate due to the withdrawal of the United Kingdom from the European Union, such (Re)Insurer (hereinafter referred to as “the Exiting (Re)Insurer”) will have the right to transfer its participation hereunder to another (re)insurer permitted to (re)insure risks covered under this Certificate (hereinafter referred to as “the Replacing (Re)Insurer”) provided:
 - (a) The Replacing (Re)Insurer is a member of the same corporate group as the Exiting (Re)Insurer.
 - (b) The Replacing (Re)Insurer accepts the participation of the Exiting (Re)Insurer on the same Certificate terms (including premium), conditions, limitations and exclusions.
 - (c) The Replacing (Re)Insurer has a security grading not less than that of the Exiting (Re)Insurer as issued by Standard & Poor’s Insurance Rating (a division of the McGraw-Hill Companies) or successor thereof or AM Best Company Inc. or successor thereof.
 - (d) Such transfer is completed at least 45 days prior to the date that the Exiting (Re)Insurer is no longer permitted to (re)insure risks covered under this Certificate. The transfer date and Replacing (Re)Insurer will be notified to the (Re)Insured via the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) within 10 days of such completion. The participation of the Exiting (Re)Insurer will transfer to the Replacing (Re)Insurer with effect from such transfer date.
2. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Certificate terms up to the transfer date. Any unearned premium to be returned by the Exiting (Re)Insurer will be transferred to the Replacing (Re)Insurer with the balance (if any) being payable by the (Re)Insured to the Replacing (Re)Insurer on the existing payment terms.

The Replacing (Re)Insurer will not invoke any delay in payment of the unearned premium by the Exiting (Re)Insurer to suspend or cancel the Certificate.

3. To the extent permitted, unless otherwise agreed:
 - (a) All claims payable by the Exiting (Re)Insurer will be handled by the Exiting (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation up to the transfer date and subject to Certificate terms, conditions, limitations and exclusions.
 - (b) All claims payable by the Replacing (Re)Insurer will be handled by the Replacing (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation on or after the transfer date and subject to Certificate terms, conditions, limitations and exclusions.
 - (c) All monies, other than claims, payable as between the Exiting (Re)Insurer and the Replacing (Re)Insurer under or by reason of this Certificate shall be payable in proportion to their participation effective up to or after the transfer date respectively.
4. In the absence of notification of such transfer to the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) 30 days prior to the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Certificate, the participation of the Exiting (Re)Insurer will be terminated with effect from the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Certificate. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Certificate terms up to the date of termination.

Appointed Broker/Intermediary: Hill Aviation Insurance Services Limited.

AVN 121 (Amended)

GLIDING ENDORSEMENTS

Only Included if stated in Part 9 of the Schedule:

1. **UNAUTHORIZED USE CLAUSE**

Claims under this Certificate shall not be rejected solely on the grounds that the Glider was used by an unauthorized person not permitted under this Certificate, provided that such use was not authorized by the Insured and that the Insured had taken reasonable steps to prevent such use. Nothing in this clause shall extend this Certificate to indemnify any unauthorized person in respect of any claims for which he may be liable and further in respect of any claim payable by reason of the terms hereon the Insurers shall be entitled to take proceedings in the name of the Insured to recover from the said unauthorized person any sums so paid and all costs in connection herewith.

2. **FLYING CLOTHES AND PERSONAL EFFECTS**

The Insurers agree to pay for or make good, up to the sum of £250, any one claim, accidental damage, damage by fire or loss by theft of flying clothing, maps, navigating instruments (not being fixtures of the Glider), and baggage including cameras, (but excluding money, jewellery, furs, binoculars, watches or other valuables of any kind), being the property of the Insured or any authorized pilot, excess of any other Insurance coverage.

3. **ACCESSORIES INCLUSION CLAUSE**

This Certificate is extended to cover against all risks of Physical Loss or Damage arising out of an accident, fire or by theft (excluding theft from unattended vehicles away from airfields) those items specified in the Schedule under Ancillary Equipment in Part 2 but excluding mechanical derangement.

In respect of Ancillary Equipment, Theft coverage is limited to a maximum of £1,500 each and every loss in respect of Theft from unattended vehicles used by the Insured whilst at airfields within Geographical Limits.

In respect of Trailers, the coverage afforded by Section II (provided such coverage is in force) is extended to include the Insured's Legal Liability as defined therein arising in connection with the Glider and/or Trailer but excluding liability required to be insured under the Road Traffic Act or similar legislation in other countries.

Subject always to the terms, limitations, conditions and exclusions of the Certificate.

4. **BRITISH GLIDING ASSOCIATION AND/OR CIVIL AVIATION AUTHORITY CLAUSE**

In the event that the insured Glider is flown by a pilot employed by or authorized by the British Gliding Association and/or Civil Aviation Authority for any test purposes it is agreed to include the British Gliding Association and/or Civil Aviation Authority as Joint Insured in respect of such flights and to waive rights of recourse against them subject always to the Certificate limitations. The cover hereunder also remains operative whilst the Insured's Glider is being flown by any pilot with a Silver 'C' and 200 hours total gliding for **Test Purposes Only** (subject to approval for the flight by the club CFI).

5. **CROWN INDEMNITY CLAUSE**

Cover hereunder is extended to include indemnities and waivers of rights of recourse where required against the Crown and/or Local Authorities arising out of agreements entered into by the Insured during the currency of this Certificate, subject always to the terms, limitations, conditions and exclusions of the Certificate.

6. **TRESPASSERS COSTS CLAUSE**

The Insurers will settle reasonable claims for loss or damage to crops and / or other property, caused by trespassers and arising out of crash or forced landing by the Glider if such loss or damage is not recoverable from the trespassers. The limit of the Insurers Liability under this Clause shall not exceed £20,000 in all during the Period of Insurance.

7. **CROSS LIABILITY CLAUSE**

The inclusion of Additional Insureds under this Certificate shall not preclude the right of recovery hereon by the Original Insured named in the Schedule in respect of claims made against them by such Additional Insureds or the employees of such Additional Insured.

8. EXTENDED COVERAGE CLAUSE

Section I Coverage only

It is understood and agreed that paragraphs c and e of Section IV (A) 8 are deleted and that this Certificate is extended to cover claims caused by:

- (i) Strikes, Riots, Civil Commotions or Labour Disturbances.
- (ii) Any Malicious Act or Act of Sabotage.

Provided always that:

- (1) The above extension shall only apply to the extent that the loss or damage is not otherwise excluded by paragraphs a,b,d,f, or g of the aforementioned Section IV (A) 8.
- (2) The limits of the Insurers liability in respect of any or all of the risks covered under this Clause shall not exceed the agreed hull and equipment values (in aggregate during the certificate period).

Notwithstanding, in the event the insured Glider is requisitioned for either title or use the coverage provided by this Clause will terminate for such Glider. The cover under this Clause may be cancelled by either the Underwriter or the Insured giving notice effective on the expiry of seven days from midnight on the day on which such notice is issued.

In respect of Sections II and III Coverage only:

- (1) It is understood and agreed that all paragraphs other than sub-paragraph b of Section IV (A) 8 of the Certificate are deleted SUBJECT TO all terms and conditions of this extension.
- (2) **EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph a of Section IV (A) 8 of the Certificate.**

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of the Glider.

- (3) AUTOMATIC TERMINATION

To the extent provided below, cover extended by this extension shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) **all cover**

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

- (ii) **any cover extended in respect of the deletion of sub-paragraph a of Section IV (A) 8 of the Certificate**

upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured Glider may be involved;

- (iii) **all cover in respect of any of the insured Gliders requisitioned for either title or use**

upon such requisition;

PROVIDED THAT

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

(4) **REVIEW AND CANCELLATION**

(a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers may give notice to review premium and/or geographical limits – such notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which notice is given.

(b) **Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 3 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph (1) of this extension by reference to sub-paragraphs c, d, e, f and/or g of Section IV (A) 8 – such notice to become effective on the expiry of forty-eight hours from 23.59 hours G.M.T. on the day on which notice is given.

(c) **Cancellation (7 days)**

The cover provided by this extension may be cancelled by either the Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which notice is given.

(d) **Notices**

All notices referred to herein shall be in writing.

9. **PILOTS INDEMNITY CLAUSE**

It is hereby noted and agreed that Sections II and III of this Certificate are extended to indemnify as if he were the Insured, any pilot described in the Schedule of the Certificate in respect of injury or damage as set forth in the relative section, but not so as to increase the liability hereunder beyond the amount which would otherwise be payable under this Certificate in respect of such injury or damage had liability devolved upon the Insured.

Provided always that:

- (1) at the time of any accident giving rise to a claim under this Clause the said pilot:
 - (a) shall as though he was the Insured, observe, fulfil and be subject to the same warranties, conditions, exclusions, exceptions and terms contained in the Certificate so far as they can apply, and,
 - (b) is not entitled to Indemnity under any other policy.
- (2) For the purpose of this extension the word "Insured" wherever it appears in the Exceptions appearing in Section II and III shall be understood to mean:-
 - (a) The Insured named in the Certificate
 - and/or
 - (b) any pilot described in the Certificate
- (3) There shall be no Indemnity under this extension in respect of Claims by the Insured (named or otherwise) against any other Insured under this Certificate. This Section 3 shall not apply if the first named insured is a Gliding Club. Subject, except as hereby expressly varied, to the terms and conditions of the Certificate.

10. **INSTRUMENTATION CLAUSE**

Instruments (excluding Ancillary Equipment – refer to Endorsement 3) removed from the Glider and left in unattended vehicles, must be securely stored out of sight in the boot of the locked vehicle.

11. **STUDENT PILOT CLAUSE**

It is hereby understood and agreed that notwithstanding anything contained herein to the contrary, in the event of there being an Instructor and a Student pilot on board the Glider, the Instructor shall be deemed to be the Pilot and the Student shall be deemed the Passenger and therefore covered under the Passenger Legal Liability Section III.

It is further noted and agreed that if the Student Pilot is making a solo flight the Student shall be deemed to be the Pilot and shall not be covered under the Passenger Legal Liability Section III.

Subject to the Certificate Terms, Clauses, Conditions, Limitations and Exclusions.

12. **FLIGHTS BY PROSPECTIVE PURCHASERS CLAUSE**

i) In respect of full flight risks, third party only and liability only levels of cover:

It is hereby noted and agreed that subject to CFI approval and the Glider or share thereof being for sale, prospective purchasers, not already covered in Part 4 of the Schedule, but who satisfy the minimum experience levels detailed below, are included as permitted pilots. This extension covers no more than three flights in total by any or all prospective purchasers during the Period of Insurance. If more than three flights in total are required or the prospective purchasers do not satisfy the set requirements, the Certificate will need extending to include them.

Hull value as referred to under Amount Insured in Part 2 of the Schedule or as subsequently amended by endorsement.

Minimum level of experience required by prospective purchasers.

£Not Covered
Up to £15,000
£15,001 to £50,000
£50,001 and above

Any pilot approved by the Insured
Bronze 'C' or 50 hours gliding
Silver 'C' or 150 hours gliding
Gold 'C' or 250 hours gliding

In respect of motorgliders prospective purchasers would need to be suitably licensed and the stated required hours would be for gliding and/or motorgliding combined.

It should be noted that this part i) of the clause does not change the level of cover provided for the sales demonstration flights from that already in place. e.g. if the Certificate covers the Glider on a third party only basis the same level of cover would be in place whilst the sales demonstration flights are being flown, similarly if the Glider is covered for full flight risks then so too would be the sales demonstration flights.

ii) In respect of ground risks only level of cover:

It is hereby noted and agreed that subject to CFI approval and the Glider or share thereof being for sale, sales demonstration flights by prospective purchasers who satisfy the minimum experience levels detailed below, are covered on a full flight risks basis. This extension covers no more than three flights in total by any or all prospective purchasers during the Period of Insurance. If more than three flights in total are required or the prospective purchasers do not satisfy the set requirements, the Certificate will need extending to include them.

Hull value as referred to under Amount Insured in Part 2 of the Schedule or as subsequently amended by endorsement.

Minimum level of experience required by prospective purchasers.

Up to £15,000
£15,001 to £50,000
£50,001 and above

Bronze 'C' or 50 hours gliding
Silver 'C' or 150 hours gliding
Gold 'C' or 250 hours gliding

In respect of motorgliders prospective purchasers would need to be suitably licensed and the stated required hours would be for gliding and/or motorgliding combined.

Amendments to the Schedule conditions for ground risks only cover:

The Risks Covered are extended to include Flight, Taxying (where applicable) and Launching and the excess for these risks is as set out below.

Hull value as referred to under Amount Insured in Part 2 of the Schedule or as subsequently amended by endorsement.

Hull excess applicable in respect of Flight, Taxying (where applicable) and Launching risks.

Up to £15,000	£600
£15,001 to £50,000	£800
£50,001 to £100,000	£1,000
£100,001 and above	£2,000

In the event of an accident whilst in Flight, Taxying (where applicable) or Launching which generates a hull claim the applicable excess stated above will be deducted for each and every claim including Total/Constructive Total Loss.

The Purpose of Use is amended to be: Sales Demonstration Flights only.

The Pilots are amended to be as set out in ii) above dependent on the insured hull value of the Glider.

This clause provides for the inclusion of liability cover (including AVN 52) as set out below:

In respect of single seat Gliders the level of third party cover is the greater of £2,000,000 or that required by EC785/2004 at the time of the flight.

In respect of multi-seat Gliders the Maximum Number of Passengers/2nd Pilot Seats is increased to 'one' and the level of Combined Single Liability cover is the greater of either the B.G.A.'s minimum level or that required by EC785/2004 at the time of the flight.

Flight	Date	Pilot's name	Pilot's experience	CFI's name	CFI's signature
1					
2					
3					

13. CANCELLATION CLAUSE

If this Certificate is cancelled by the Insured in accordance with General Condition 8 the Insurers will return premium calculated in accordance with the following earned premium scale.

<u>Period on Risk</u>	<u>Earned Premium</u>
Up to 1 Month	20% of annual premium
Up to 2 Months	30% of annual premium
Up to 3 Months	40% of annual premium
Up to 4 Months	50% of annual premium
Up to 5 Months	60% of annual premium
Up to 6 Months	70% of annual premium
Up to 7 Months	75% of annual premium
Up to 8 Months	80% of annual premium
Up to 9 Months	85% of annual premium

Periods in excess of 9 Months shall be constituted as fully earned. There will be no return of premium in respect of any Glider on which a loss is paid or is payable under this Insurance.

14. **MOD GLIDING CLUB USE CLAUSE**

It is hereby understood and agreed that if the insured Glider is based at an R.A.F.G.S.A., A.G.A. or R.N.G.S.A. affiliated gliding club and less than 10% of its use is by that club, the Purpose of Use is extended to include Gliding Club Purposes (excluding ab-initio instruction) on behalf of that club/organisation. The Risks Covered remain as stated in Part 2 of the Schedule or any endorsement attaching hereto and the club/organisation are noted as joint insured in respect of the cover under Sections II and III whilst the Glider is being used for that purpose.

This extension is subject to:

- i) the Glider being based at an R.A.F.G.S.A., A.G.A. or R.N.G.S.A. site and the club having a requirement in place with the Insured for the club to have the use of the Glider.
- ii) the club's use of the Glider not exceeding 10% of the Glider's annual utilisation.
- iii) the club members flying the Glider either satisfying the pilot experience levels of any open pilot warranty or being named in Part 4 of the Schedule or any endorsement attaching hereto.
- iv) where the insured Glider has two seats, the Gliding Club Purposes excluding ab-initio instruction other than Trial Lesson Flights.

In cases where the club's/organisation's utilisation exceeds 10% of the Glider's annual utilisation the Gliding Club Purposes and inclusion of the club as a joint insured would only apply if stated respectively in Part 3 Purpose of Use and Part 1 Name(s) of Insured(s), of the Schedule or any endorsement attaching hereto.

15. **VEHICLE AIRSIDE LIABILITY EXTENSION**

Section II of this Certificate (Legal Liability to Third Parties) is extended to Indemnify the drivers of vehicles for all sums which they shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against them) up to £500,000 any one Accident for:

Accidental bodily injury or damage to property caused by their fault or negligence whilst engaged in the operation of vehicles whilst airside and whilst such vehicles are used in connection with the operation of the Glider insured hereon.

Subject to all drivers holding a current licence to drive such vehicle.

This extension is subject to the following additional exclusions:

1. Loss of or damage to property owned, rented, leased or occupied by, or whilst in the care, custody or control of the Insured or any servant of the Insured.
2. Bodily injury or damage to property caused by any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst the vehicle is on any public highway.
3. Liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workmans' compensation, unemployment compensation or disability benefits law or any similar law.

This Extension of coverage is subject to a Deductible of £250 each and every loss.

Subject always to the Certificate Terms, Conditions, Limitations and Exclusions.

16. **MOTOR GLIDING CLAUSE**

It is hereby understood and agreed that when reference is made in this Certificate to "Glider" it shall be deemed to mean "Motor Glider" when applicable.

In addition, when the insured Glider contained in Part 2 of the Certificate Schedule is a Motor Glider Condition 3 (iii) of Section I is deleted and replaced by the following:

There shall be deducted from any claim under paragraph 1(a) of this Section, the amount specified in Part 6 B. of the Schedule, and such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit. **Nevertheless in the event of an accident arising hereon involving the application of more than one deductible then the highest deductible shall be applied as an aggregate deductible for all losses arising out of that accident.**

Notwithstanding anything contained herein to the contrary it is understood and agreed that limits of Insurers' liability is amended to allow for the recovery of expired time-life on engines and/or components in respect of any Motor Glider covered hereunder up to a maximum limit of 10% of that Motor Glider's Amount Insured each Accident and in the aggregate.

Subject to the Certificate Terms, Clauses, Conditions, Limitations and Exclusions.

17. FRANCHISE ENDORSEMENT

It is understood and agreed that in the event of a claim collectible hereunder, under Section I for loss of or damage to the Glider which is for an amount greater than the Excess applicable thereto as stated in the Certificate Schedule, the Insurers agree to pay to the Insured the full amount of the claim.

Exclusion applicable to this Endorsement only:

This endorsement does not apply in the event of a claim arising from the Risks Covered of Flight, Taxying (where applicable) or Launching under Gliding Endorsement 12 Flights by Prospective Purchasers Clause part ii).

Subject to the Certificate Terms, Clauses, Conditions, Limitations and Exclusions.

18. P1 SEAT PERSONAL ACCIDENT INSURANCE

We the underwriters hereby agree with the Assured, to the extent and in the manner herein provided, that if the Pilot in Command sustains Bodily Injury (as defined below) during the period of insurance whilst flying a Glider insured hereunder, we will pay to the Pilot, or their Executors or Administrators according to the Schedule of Compensation the Capital Sum Insured of £10,000.

Provided Always That:

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident to any one Pilot.
2. The total sum payable under this insurance in respect of any one or more Accidents to any one Pilot shall not exceed the Capital Sum Insured of £10,000.
3. Compensation shall only be payable under items of the Schedule of Compensation if:
 - (a) Under Item 1, death occurs within twelve months of the date of the Accident.
 - (b) Under Items 2 and 3, loss occurs within twelve months of the date of the Accident.
 - (c) Under Item 4, the Pilot becomes totally disabled within twelve months of the date of such Accident, and such disablement lasts for twelve months.

Definitions – within this personal accident insurance:

1. 'BODILY INJURY' means identifiable physical injury which:
 - (a) is caused by an Accident, and
 - (b) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Pilot within twelve months of the date of the Accident.
2. 'ACCIDENT' means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the period of insurance.

Accident shall also include:

- (a) exposure resulting from mishap to the Glider (insured hereon) which the Pilot is flying.
 - (b) disappearance – if the Pilot is not found within six months of disappearing, and sufficient evidence is produced satisfactory to the Insurers that leads them inevitably to the conclusion that the Pilot has sustained bodily injury and that such injury has caused the Pilot's death, the Insurer shall forthwith pay death benefit, where applicable, under the Endorsement, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Insurers if the Pilot is subsequently found to be living.
3. 'PERMANENT TOTAL DISABLEMENT' means disablement which entirely prevents the Pilot from attending to any business or occupation of any and every kind and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

4. 'LOSS OF LIMB' means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
5. 'LOSS OF SIGHT' means loss of sight which is certified as being entire and irrecoverable by a licensed physician specialising in ophthalmology.
6. Words in the masculine gender shall include the feminine.

EXCLUSIONS APPLICABLE TO THIS P1 SEAT PERSONAL ACCIDENT INSURANCE

This Insurance does not cover personal accident claims directly or indirectly arising out of or consequent upon or contributed to by:

1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power;
2. radioactive contamination;
3. the Pilot engaging in or taking part in naval, military or air force service or operations;
4. suicide or attempted suicide or intentional self-injury or the Pilot being in a state of insanity.
5. deliberate exposure to exceptional danger (except in an attempt to save human life), or the Pilot's own criminal act, or the Pilot being under the influence of alcohol or drugs.

CONDITIONS

1. If the consequences of an Accident shall be aggravated by any condition or physical disability of the Pilot which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequence of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
2. Notice must be given to the Underwriters as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of the Insurance, and the Pilot must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Underwriters as soon as reasonably practicable in the event of the death of the Pilot resulting or alleged to result from an Accident.

It is a condition precedent to Underwriters' liability to pay compensation to the Pilot or his representatives, that 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 or on behalf of Underwriters and that such medical adviser or advisers shall, for the purpose of reviewing this claim, be allowed so often as may be deemed necessary to make examination of the Pilot.

3. Any fraud, mis-statement or concealment by a Pilot if unknown to the Assured either in the information provided on which this insurance is based or in relation to any other matter affecting this insurance or in connection with the making of any claim hereunder shall render this insurance null and void in so far as it relates to the Pilot in question but any such fraud, mis-statement or concealment by or known to the Assured shall render the whole insurance null and void and all claims hereunder shall be forfeited.

SCHEDULE OF COMPENSATION

1. Death	£10,000
2. Total and irrecoverable loss of sight of one or both eyes	£10,000
3. Loss of one or more limbs	£10,000
4. Permanent Total Disablement	£10,000

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