

Aviation Liability Insurance

2024 Policy Wording – The New Zealand Hang
Gliding & Paragliding Association

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374



Powered by  Agile

Coverholder at 

Aviation Liability Policy Wording

Prepared on 31st July 2024

Any general advice that may be contained within this Policy Wording or accompanying material doesn't take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

Part A – General Information

1.	WHO CAN I CONTACT IF I HAVE QUESTIONS?	3
2.	ABOUT AGILE UNDERWRITING SERVICES	3
3.	ABOUT THE INSURERS	4
4.	ABOUT THIS POLICY	4
5.	IMPORTANT INFORMATION ABOUT THIS POLICY WORDING	5
6.	YOUR DUTY OF DISCLOSURE	6
7.	WHO CAN PURCHASE THIS POLICY	6
8.	GENERAL CONDITIONS	6
9.	CANCELLATION OF YOUR POLICY	7
10.	CLAIMS	8
11.	COMPLAINTS AND DISPUTE RESOLUTION	9
12.	SERVICE OF SUIT CLAUSE	11
13.	UPDATING OUR POLICY WORDING	11
14.	DATA PRIVACY POLICY	12

Part B - Policy Wording

1. PREAMBLE	17
2. SEVERAL LIABILITY NOTICE	18
3. AGREEMENT TO INSURE	18
4. WORDS WITH SPECIAL MEANINGS	19
5. COVERAGE	25
6. GENERAL EXCLUSIONS APPLICABLE TO ALL PARTS OF THIS POLICY	26
7. CONDITIONS PRECEDENT APPLICABLE TO ALL PARTS OF THIS POLICY	26
8. GENERAL CONDITIONS APPLICABLE TO ALL PARTS OF THIS POLICY	26
9. ADDITIONAL ENDORSEMENTS APPLICABLE TO ALL PARTS OF THIS POLICY	26

Part A – General Information

1. WHO CAN I CONTACT IF I HAVE QUESTIONS?

We've simplified our contact points so You can easily get in touch with Us.

FOR ENQUIRIES RELATING TO	PLEASE CONTACT
General enquiries, including policy questions and coverage, and policy amendments. Any questions, just call or email.	+ 61 (0)2 8074 5942 help@agileunderwriting.com
Cancelling Your policy You can cancel Your policy at any time.	+ 61 (0)2 8074 5942 cancel@agileunderwriting.com
Making a claim online You can claim directly through our online portal.	www.agileunderwriting.com/claims/guide-to-making-a-claim/support.agileunderwriting.com
Making a claim Get in touch straight away and We can help.	+ 61 (0)2 8074 5942 claims@agileunderwriting.com
Making a complaint If You're not happy...We want to know.	+ 61 (0)2 8074 5942 complaints@agileunderwriting.com

2. ABOUT AGILE UNDERWRITING SERVICES

This insurance is issued by **Agile Underwriting Services Pty Ltd** (ABN 48 607 908 243, AFS Licence No. 483374) (**AGILE**). AGILE arranges policies for and on behalf of certain Underwriters at Lloyd's.

In all aspects of this Policy, AGILE acts as agent for the Insurers and not for the Insured. In this PDS, "We", "Us", "Our" means Agile Underwriting Services Pty Ltd. Our contact details are:

Head Office:	Level 5, 63 York St, SYDNEY NSW 2000
Postal Address:	Level 5, 63 York St, SYDNEY NSW 2000
Telephone:	+ 61 (0)2 8074 5942
E-mail:	service@agileunderwriting.com
Website:	www.agileunderwriting.com

3. ABOUT THE INSURERS

Your policy is insured with APRA Approved and regulated Insurers—certain **Underwriters at Lloyd's**.

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

4. ABOUT THIS POLICY

We agree to provide You with insurance in accordance with the terms, Conditions of Cover and exclusions of the Policy based on the information You have provided or was provided on Your behalf to Us subject to payment of the Premium required. The Policy consists of this document, the Schedule and any endorsements affixed (or intended to be affixed) to it and the Application. All of them should be read as if they were one document. This Policy is subject to Australian law and practice.

Your certificate of insurance

Your certificate of insurance contains important details about Your policy such as the period of insurance, Your premium, what cover options and Deductibles will apply, and any changes to the policy wording.

What makes up Your premium

Your premium is determined by a number of factors and of course, the higher the risk is, the higher the premium. Your premium also includes amounts that We are required to pay, such as government charges, taxes or levies (e.g. GST) that apply to Your policy. You will find these amounts on Your certificate of insurance.

5. IMPORTANT INFORMATION ABOUT THIS POLICY WORDING

It is important that You carefully read and understand this document before making a decision. Other documents may form part of Our Policy Wording and if they do, We will tell You in the relevant document.

In return for You paying Us a premium, as set out in Part B, We insure You for the Events described in the Policy Wording, subject to the terms, conditions and exclusions of Your Policy. Please keep this document, Your Policy Schedule and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future. Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details. For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim.

Check Your documents

It's important that You check all the details on the documents We send You. If You notice an error or if You have a question, please contact Us at www.agileunderwriting.com/contact. If You find You need to change the cover for whatever reason, get in contact with Us.

New Zealand Fair Insurance Code

Lloyd's is a signatory to the Insurance Council of New Zealand (ICNZ) Fair Insurance Code (Code), which is a code of practice that sets minimum standards for insurance companies, describes the responsibilities that the insured and insurers have to each other, and encourages professionalism in the insurance industry. The Code covers all insurance products, except for health insurance and life insurance, in relation to policyholders who are individuals or entities with 19 or fewer employees.

Lloyd's has been granted a partial exemption from the application of the Code in respect of open market business written on a direct market basis or by coverholders located overseas. Where Lloyd's benefits from the exemption, policy documentation should clearly state that it is not subject to the protections afforded by the Code. Business written by coverholders domiciled in New Zealand is still subject to the Code.

6. YOUR DUTY OF DISCLOSURE

This Policy is subject to the *Insurance Law Reform Act (1977)*. The Insured has a duty of disclosure. Before the Insured enters into a contract of insurance they have a duty to tell the Insurer everything that the Insured knows, or could reasonably be expected to know, that is relevant to the Insurer's decision to provide this Policy. If the Insured is not sure whether something is relevant they should inform the Insurer anyway. The Insured has the same duty to inform the Insurer of those matters before they renew, extend, vary, or reinstate this Policy. The Insured's duty however does not require disclosure of matters that:

- a) reduce the risk;
- b) are common knowledge;
- c) the Insurer knows or, in the ordinary course of business, should know;
- d) or — the Insurer has indicated they do not want to know.

If the Insured does not comply with their duty of disclosure obligations, the Insurer may be entitled to:

- a) reduce their liability for any claim; or
- b) cancel this Policy; or
- c) refuse to pay a claim; or
- d) avoid this Policy from its beginning, if the Insured's non-disclosure was fraudulent.

7. WHO CAN PURCHASE THIS POLICY

Certain eligibility criteria apply. This policy can only be purchased by customers domiciled in New Zealand.

8. GENERAL CONDITIONS

Commencement and Period of Your Policy

Your Policy begins on the Commencement Date or on the latest Renewal Date, whichever is the later, and continues for one (1) calendar year (being the Period of Insurance) after which time it expires, or until it is cancelled.

Renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the premium. Payment of Your premium is deemed to be acceptance of an offer of renewal for a further yearly period. If You continue to pay Your premium, then unless Your Policy is cancelled

or We advise You prior to the Renewal Date that We will be updating Your policy or not be renewing, a policy on the same terms and conditions automatically comes into existence for one (1) year from the Renewal Date.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy. If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Commencement Date or Renewal Date, whichever is the later, up to and including the date of cancellation or termination.

Jurisdiction and Law & Practice

This Policy shall be subject to New Zealand Law and Practice.

Any dispute, of whatever nature, arising out of or in relation to any matter relating to this Policy shall be determined by court proceedings issued in New Zealand. New Zealand courts shall have exclusive jurisdiction to hear and determine any such proceedings and resolve any such dispute.

Currency

All payments by You to Us and Us to You or someone else under Your Policy must be in the currency outlined on the Schedule.

9. CANCELLATION OF YOUR POLICY

Your Policy may be cancelled in one of two (2) ways:

When You can cancel

You can cancel Your Policy at any time by emailing Us at cancel@agileunderwriting.com or calling + 61 (0)2 8074 5942.

If You:

- a) pay Your premium by instalments and wish to cancel, We will cancel on the date to which You have paid Your premium in advance.
- b) do not pay Your premium by instalments, the cancellation will take effect at 4pm New Zealand Standard Time on the day We receive Your notice of cancellation. We will refund the premium for Your Policy, less an amount which covers the period for which You were insured. However, We will not refund any premium if We have paid or are obliged to pay a benefit under Your Policy.

When We can cancel

We may cancel the Policy by informing You in writing, subject to any relevant law. We will give You this notice in writing to Your intermediary or to Your address last known to Us.

If We cancel, We will refund the Premium for Your Policy less an amount to cover the period for which You were insured.

Nothing shall override the cancellation provisions contained in the Nuclear Risks Exclusion Clause AVN38B or the Extended Coverage (Aviation Liabilities) AVN52E of this Policy if endorsed on Your Policy.

10. CLAIMS

In the event of an Accident which may result in a claim under Your Policy You must take the following steps:

1. Take all reasonable measures to avert or minimise any loss or damage covered by the Policy. We will in addition to any loss recoverable under the Policy reimburse You for any costs properly and reasonably incurred in connection with the loss;
2. As soon as reasonably practicable advise Us of the Accident. We may decide to appoint a surveyor to inspect the damage to determine the cause, and who might be responsible for it. You should co-operate fully with the surveyor to avoid any delays in adjusting Your claim;
3. Co-operate fully with Us in any investigation, negotiation, defence or settlement of any claim. This may include attending court to give evidence;
4. In the event of theft, inform the police as soon as possible and take all reasonable measures to recover lost or stolen property;
5. Not admit liability to any loss, damage or injury, or settle or attempt to settle any defend any claim without our written consent;
6. Immediately send Us any legal document or other communication You receive about the Accident;
7. When other parties may be liable to You for the loss or damage You must not agree to release those parties from liability;
8. Comply with all Policy terms and Conditions of Cover.

Documentation

To facilitate the settlement of Your claim, please provide Us with the following:

- a written claim report detailing the nature and extent of the loss or damage
- copies of all correspondence exchanged with any third party
- repair quotations
- details of any other insurance that may exist on the insured property.

GENERAL CLAIMS CONDITIONS

Recovery rights

We have the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim covered by this Policy, against any third party liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses. We will have full discretion in the conduct of any legal proceedings in connection with the claim.

How much We will pay

Subject to the terms, Conditions of Cover, exclusions, any Warranty(ies) contained in the Schedule and the Sum Insured of this Policy, We will pay claims up to the amounts shown in the Schedule. We will take all reasonable steps to pay a valid claim promptly.

You may be asked to sign a form of release to facilitate payments and finalisation of Your claim.

Payment of Premium

If Your Policy premium is payable on an instalment basis, should a claim occur which exceeds the instalments paid on the policy, the instalments of premium outstanding that relate to the aircraft subject of the claim will become payable immediately. Policy is cancelled this does not affect Your rights to make a claim under Your Policy if the Event occurred before the date of cancellation.

11. COMPLAINTS AND DISPUTE RESOLUTION

AGILE takes the concerns of its customers very seriously. AGILE has detailed complaint handling and dispute resolution procedures that You may access, at no cost to You. To obtain a copy of Our procedures, please contact Us on + 61 (0)2 8074 5942 or complaints@agileunderwriting.com. To assist AGILE with Your enquiries, please provide Us with Your claim or policy number (if applicable) and as much information You can about the reason for Your complaint or dispute. AGILE's complaints and dispute procedures are as follows:

Stage 1– Complaint Handling Procedure

If You are dissatisfied with any of AGILE’s products or services and You wish to lodge a complaint, please contact Us at:

Postal address: The Complaints Officer
AGILE Underwriting Services Pty Ltd
Level 5, 63 York St, Sydney NSW 2001

Telephone: + 61 (0)2 8074 5942

Email: complaints@agileunderwriting.com

We will acknowledge receipt of Your complaint and do our utmost to resolve the complaint to Your satisfaction within 10 business days.

Stage 2– Dispute Resolution Procedure

If You are dissatisfied with Our response to Your complaint, You may ask that Your complaint be referred to:

Postal address: Lloyd’s Australia Limited
Level 9, 1 O’Connell Street Sydney NSW 2000

Telephone: +61 (0)2 8298 0783

Email: ldraustralia@lloyds.com

This review is conducted on behalf of:

Postal address: Lloyd’s General Representative in New Zealand
c/- Hazelton Law
Level 29, Plimmer Towers, 2-6 Gilmer Terrace,
Wellington

Telephone: (+64) 4 472 7582

Email: ldrnz@lloyds.com

When You lodge Your dispute with Lloyd’s, they will usually require the following information:

- a) Name, address and telephone number of You or the person making a claim;
- b) The type of insurance policy involved;
- c) Details of the Policy concerned (Policy and/or claim reference numbers, etc.);
- d) Name and address of the insurance intermediary through whom the Policy was obtained;
- e) Details of the reasons for lodging the complaint;
- f) Copies of any supporting documentation You believe may assist Lloyd’s in addressing Your dispute appropriately.

Your dispute will be acknowledged in writing within five (5) business days of receipt and Lloyds Australia will aim to issue a final response within ten (10) days.

External Dispute Resolution Should you remain dissatisfied with Lloyd's Australia's final response, you may now have the right to refer your complaint to the Insurance & Financial Services Ombudsman Scheme:

Insurance & Financial Services Ombudsman Scheme Postal Address: PO Box 10-845 Wellington
6143 New Zealand Address: Level 8, Shamrock House 79-81 Molesworth Street Wellington

12. SERVICE OF SUIT CLAUSE

Lloyd's Underwriters hereon agree that:

1. In the event of a dispute arising under this Insurance, Lloyd's Underwriters at the request of the Insured will submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

2. Any summons notice or process to be served upon the Underwriters may be served upon:

Postal address: Lloyd's General Representative in New Zealand
c/- Hazelton Law
Level 29, Plimmer Towers, 2-6 Gilmer Terrace, Wellington

who has authority to accept service and to enter an appearance on the Underwriters' behalf, and who is directed at the request of the Assured to give a written undertaking to the Assured that he will enter an appearance on the Underwriters' behalf.

3. If a suit is instituted against any one of the Lloyd's Underwriters, all Lloyd's Underwriters hereon will abide by the final decision of such Court or any competent Appellate Court.

13. UPDATING OUR POLICY WORDING

We may update the information contained in Our Policy Wording when necessary. A paper copy of any updated information is available to You at no cost by calling Us on + 61 (0)2 8074 5942.

We will issue You with a new Policy Wording or a supplementary Policy Wording where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

14. DATA PRIVACY POLICY

This Privacy Policy document contains types of information that is collected and recorded by Us and how We use it.

Introduction

The privacy of Your personal information is very important to AGILE. This Privacy Policy details how AGILE collects, uses and protects an individual's personal information in accordance with our obligations under the *Privacy Act 2020 (NZ)* ("Privacy Act").

The terms of our Privacy Policy may change from time to time. The current terms will be displayed on the website.

About the Privacy Act

The New Zealand Privacy Act is regulated through the *Privacy Regulations 2020*, which regulates the way both public and private sector agencies can collect, use, keep, secure and disclose personal information about a person (either alive or deceased).

Personal information includes information that can be used to identify an individual e.g. name, address, telephone number, age, and details about Your devices.

The aim of the law is to ensure that private organisations that hold personal information about people, handle that information responsibly. It also gives people some control over the way information about them is handled. For example, it gives individuals the right to know what personal information an organization holds about them and a right to correct that information if it is wrong.

Information Collected

We collect personal information from You that is relevant to providing products and services to You. Where possible, We collect it directly from You.

We will only do so with Your consent, or otherwise in accordance with the Privacy Act. That consent may be express, or implied, such as when You have been informed verbally, or when You continue a telephone call with our staff, after You have heard a recorded message.

Online Privacy

We may collect some personally identifiable information about You at different times depending on how You choose to access our website.

If You submit Your e-mail address for a request it will be used to complete that request and send a reply. If You submit Your email address for the purpose of purchasing membership on-line, We may also use it to provide You with specific information regarding Your membership products.

We may request Your e-mail address for the inclusion into a mailing list. If You choose to submit Your e-mail address an option to remove this address from our database will be offered to You via e-mail correspondence. All opt-in e-mails sent to the mailing list will comply with the New Zealand *Unsolicited Electronic Messages Act 2007*.

Use of Cookies

From time to time, We may use data collection devices such as 'cookies' in conjunction with our website. Cookies are commonly used on the internet. They are a small file placed onto a computer by a server. A cookie can later be identified by a server. We may use both 'persistent' and 'session cookies'. We use the services of a marketing company to help Us measure the effectiveness of our advertising and how visitors use our site. Although our marketing company manages the information coming from our site on our behalf, We control how that data may and may not be used. Any information that is collected in this way is used in an aggregated form, We do not use it to identify You as an individual.

We may use cookies for various purposes such as:

- to provide You with better and more customised service and a more effective website.
- collecting anonymous statistical information on things such as how many visitors our sites receive, how those visitors use the sites and where they came from.
- If You wish, You can configure Your browser so it does not accept cookies, but this may affect the functionality of the website.

Use of Information

We use the personal information We collect to provide quotations and to issue policies. We also use that information to administer Your policy, to process any claims You may have and to enhance our relationship with You. In addition, We may use the information to provide You with updates of our products and services, and products and services provided by affiliated companies.

Disclosure to Other Parties

The personal information that We collect from You may be disclosed to other parties which are involved with the provision of our products and services to You. Such parties include the insurance administrator and underwriter. We may also obtain information about You from some of the above parties. Where You provide Us with personal information about other people You must have their consent to do this, and to provide it on their behalf. If not, You must tell Us.

Personal information may also be provided to our affiliated companies to enable them to offer products and services directly to You.

We will also disclose Your personal information where the disclosure is required or authorised by or under law. As an example, We may disclose information to government agencies.

Any third parties We provide information to, can use or disclose personal information provided to them, only for the specific purpose for which it was provided.

Access to Personal Information

You can request access to the personal information We hold about You. Access will not be denied unless there are exceptional circumstances as allowed for under the Privacy Act. For example, where We are involved in legal proceedings or where the request is frivolous. We may charge a fee for access and if We do, We will advise You of the fee prior to proceeding with the request.

Accuracy of Information

We will take reasonable measures to ensure that the personal information We hold about You is accurate and up to date. If You believe Your personal information is not accurate and up to date, please inform Us. We will promptly update any information that is incorrect.

Information Security

We will take reasonable precautions to ensure that the personal information that We have about You is protected against any unlawful use or access and is kept safe and secure.

While We undertake reasonable steps to protect Your personal information, no guarantee can be given that information sent over the internet is always 100% secure. Sending and receiving information over the internet is at the user's own risk, however We will take all reasonable steps to ensure Your data security once We receive it.

Please [get in touch](#) with Us if You have any questions.

FOR ENQUIRIES RELATING TO PRIVACY	PLEASE CONTACT
Contact our Privacy Office at Agile by Email	privacy@agileunderwriting.com
Contact our Privacy Office at Agile by Phone	+ 61 (0)2 8074 5942
Contact our Privacy Office at Agile by Mail by writing to	Privacy Officer, Agile Underwriting Services Pty Ltd Level 5, 63 York Street Sydney NSW 2000

Part B – Policy Wording

Preamble

1. Headings 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 later in this section under “Definitions – Words with special meanings”.

Several Liability Notice

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

LSW 1001 (Insurance) 08/94

Agreement To Insure

3. We agree, in consideration of the payment of the premium and in reliance upon the information provided by the Insured including any proposal which is agreed to be the basis of and incorporated into this Policy, agrees to insure against loss, damage or liability, arising out of an Occurrence during the Period of Insurance to the extent and in the manner provided in this Policy.

Words With Special Meanings

4. Throughout this document, certain words begin with capital letters. These words have special meaning and their meanings are outlined below. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

“Aircraft” means any Aircraft administered by the NZHGPA and complying with the definition of Aircraft in the Operations Manual of the NZHGPA.

New Zealand means New Zealand and extending 100kms into territorial waters.

“Bodily Injury” means bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unless accompanied by and directly caused by, physical injury.

“Compensatory Damages” does not include punitive, exemplary or aggravated damages.

“Flight/Flying” means the time commencing with the actual take-off run of the Aircraft or operator and continuing thereafter until the Aircraft or operator has completed the landing run.

“NZHGPA” means the New Zealand Hang Gliding & Paragliding Association and/or subsidiary companies including those acquired or incorporated during the period of insurance and/or its Committees of Management, Directors and/or Officers and/or Employees and/or Officials.

“Insured” means:

1. The New Zealand Hang Gliding & Paragliding Association. (NZHGPA)
2. Individual financial members of New Zealand Hang Gliding & Paragliding Association, and/or clubs affiliated with NZHGPA including their Committee Members, Directors, Officers, Employees, Officials, and/or Volunteers acting within the scope of their duties in such capacity.

“Occurrence” means an accident or a continued or repeated exposure to conditions during the Policy period which results in Bodily Injury or Property Damage during the Policy period, provided that the Bodily Injury or Property Damage is accidentally caused. All damages arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

“Operational Requirements” means all applicable legislation governing the conduct of civil aviation in force from time to time, the requirements stated in the NZHGPA Operations Manual and all orders, requirements, notices, directions, manuals, circulars and approvals issued or approved by any competent authority including the SAFA.

“Passenger” means any person who is entering, on board, or alighting from an aircraft who is not a Pilot or a student pilot under instruction.

“Pilot/ Approved Pilot” means any Pilot holding an appropriate Pilot Certificate who is a member of

the NZHGPA and responsible for the operation and safety of an Aircraft (as defined) during flight or operating an Aircraft with the owners' permission.

"Policy" includes the Schedule, together with any endorsements shown in the schedule as included,
all of which attach to and form part of this policy.

"Property Damage" means physical loss of or damage to or destruction of tangible property including loss of use thereof.

"Purpose of Use" means any use authorised or administered by the NZHGPA and complying with the
Operations Manual of the NZHGPA.

"We, Our, Us" shall refer to Agile Underwriting Services Pty Ltd AFS Licence 483374, ABN 48 607 908 243 on behalf of the Insurers

"You, Your, Yours, Insured" shall mean the person, persons, organisations named in the Schedule.

Coverage

5. We will indemnify you for all sums which you shall become legally liable to pay, and shall pay, as compensatory damages (including interest) awarded against you and costs, up to but not exceeding the amount specified in the Policy Schedule for Bodily Injury and/or Property Damage caused by an Occurrence arising out of any of the Insured's Activities as listed in the Schedule.

General Exclusions Applicable To All Parts Of The Policy

This Policy does not cover legal liability for any Occurrence if any of the following apply:

Illegal Uses

6. Whilst the Aircraft is being used with the knowledge and consent of the Named Insured for any illegal purpose or for any purpose other than those stated in the Policy Schedule.

Pilots

7. Whilst the Aircraft is being piloted by a person other than as stated in the Policy Schedule.

Operational Requirements

8. Whilst the Aircraft is landing on or taking off or attempting to do so from a place or in a manner which does not comply with the Operational Requirements except as a result of force majeure.

Property

9. To loss of or damage to any property belonging to or in the care, custody or control of the Insured.

Professional Liability

10. This policy excludes liability arising out of the provision of advice, the failure to advise or any breach of a professional duty owed by you or by your employees, agents or contractors except for in relation to the operational duties performed by Flying Instructors, Duty Pilots, Safety Pilots and Senior Safety Officers as set out in the NZHGPA Operations Manual.

Employees and Others

6. To liability arising under any Workers' Compensation, employees' compensation, accident compensation, occupational health and safety or similar legislation, other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation.

Contractual Liability

7. To liability assumed or rights waived by you by agreement under any contract unless such liability would have attached to you even in the absence of such agreement.

Non-Contribution

8. To claims which are or would be 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 Policy not been effected, provided always that the Insurer shall not be liable to pay any amount in excess of any relevant amount specified in the Policy Schedule.

Nuclear Risks

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

9.2 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.

9.3 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 organization 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.

9.4 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 Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this 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)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters Not exceeding 0.4 Becquerels/cm ²	(10 ⁻⁵ microcuries/cm ²)

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

AVN38B

Noise and Pollution and Other Perils

10.1 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.

10.2 With respect to any provision in the Policy concerning any duty on our part to investigate or defend claims, such provision shall not apply and we shall not be required to defend

- a) claims excluded by Paragraph A; or
- b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph A (referred to below as "Combined Claims").

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

- (i) damages awarded against you; and

(ii) defence fees and expenses incurred by you.

10.4. 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

11. 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 1.10.96

Date Recognition

12. 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 your possession 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 your possession 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 yours or of any third party related to any such change of year, date or time; and any provision in this Policy covering any duty of ours to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A

Contracts (Rights of Third Parties) Act 1999 Exclusion Clause

13. 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

Asbestos Exclusion Clause

14. 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 a recorded in-flight emergency causing abnormal aircraft operation.

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

All other Terms and Conditions remain unchanged.

LSW2488

SANCTIONS & EMBARGO CLAUSE

15. Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy 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 Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.

3. In the event of any law or regulation becoming applicable during the Policy period 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 Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN III 01.10.10

Conditions Precedent Applicable To All Parts Of This Policy

It is necessary that you observe and fulfil the following Conditions before we have any liability to make any payment under this Policy.

Due Diligence

16. You shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid an Occurrence or accidents or diminish any loss .

Compliance with statutory requirements

17. The Insured shall comply with all Statutory Requirements which affect the safety or maintenance or operation of the Aircraft and shall ensure that:

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

(b) all Log Books, maintenance releases and other records in connection with the Aircraft which are required from time to time shall be kept up to date and shall be produced to the Company or its agents on request;

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

Claims Procedure

18. In the event of an Occurrence which may result in a claim under Your Policy You must take the following steps:

- a. Take all reasonable measures to avert or minimise any loss or damage covered by the Policy.
- b. As soon as reasonably practicable advise Us of the Accident. We may decide to appoint a surveyor to inspect the damage to determine the cause, and who might be responsible for it. You should co-operate fully with the surveyor to avoid any delays in adjusting Your claim;
- c. Co-operate fully with us in any investigation, negotiation, defence or settlement of any claim. This may include attending court to give evidence;
- d. Not admit liability to any loss, damage or injury, or settle or attempt to settle any defend any claim without our written consent;
- g. Immediately send us any legal document or other communication you receive about the accident;
- h. When other parties may be liable to You for the loss or damage You must not agree to release those parties from liability;
- i. Comply with all Policy terms and Conditions of Cover.

Admission of Liability

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

Pilots

20. Any pilot must be in possession of a current licence and a valid medical certificate issued by the NZHGPA.

General Conditions Applicable To All Parts Of This Policy

Claims

21. Claims Control

- a) We shall be entitled (if we so elect) at any time and for so long as necessary take absolute control of all negotiations and proceedings and in your name may settle, defend or pursue any claim. You authorise us to execute any documents in your name and as your duly appointed representative in the settlement, defence or pursuit of any claim.

- (b) We may at any time upon giving written notice to you, abandon the pursuit or the defence of any claim but shall (except where you, have been dishonest or withheld relevant information) pay our share of any costs incurred in connection with the pursuit or defence up to the date of giving notice.

Subrogation

22. Upon an indemnity being given or a payment being made by us under this Policy, we shall be subrogated to the rights and remedies available to you and you must co-operate with and do all things necessary to assist us to exercise such rights and remedies;

23. You shall in any proceedings brought by you and do all things necessary to recover and hold on trust for us any amount which we would be entitled to recover.

Variation in Risk

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

Cancellation

25. Cancellation Procedure

- a) You may cancel this Policy by giving us 10 days notice in writing of such cancellation in which event the premium shall be adjusted on the basis that we retain the customary short- term premium, details of which are available on request.

b) We may cancel this Policy in the circumstances or upon the grounds permitted by the Insurance Contracts Act (Commonwealth) or equivalent New Zealand legislation by giving 30 days notice in writing to your Appointed Broker.

Assignment

26. This policy shall not be assigned in whole or in part except with our prior consent and verified by an endorsement hereon.

Not Marine Insurance

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

Governing Law

28. This Policy will be construed in accordance with New Zealand Law whose courts shall have exclusive jurisdiction in any dispute or difference between you and us.

False and Fraudulent Claims

29. If any person or party covered by this policy shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise we may be entitled to refuse to pay or to reduce the amount of the claim and cancel their interest in the policy.

Joint Insured's/Cross Liability

30. The inclusion of additional insureds under this Policy shall not preclude the right of recovery hereon by you as named in the Schedule in respect of claims made against them by such additional insureds or the employees of such additional insureds.

31. Where the coverage provided by this Policy is also provided by other policy or policies, then this Policy shall only pay that amount which is in excess of the amount(s) which would have been payable under such other policy(ies) had this insurance not been effected.

32. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, our total liability in respect of any or all insureds shall not exceed the limit(s) of indemnity stated in this Policy.

33. This Policy does not cover and will not respond to legal liability to third parties or passengers resulting in legal proceedings, claims, demands or disputes arising in jurisdictions other than those referred to in the geographical limits set out in the Schedule.

Additional Endorsements Applicable To All Parts Of This Policy

Date Recognition Limited Coverage Clause

34. WHEREAS the Policy of which this Endorsement forms part includes a Date Recognition Exclusion (General exclusion 12). It is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, General Exclusion 12 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 you shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against you) in respect of;

a) 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) bodily injury, fatal or otherwise, and accidental damage to property caused by and Insured Aircraft or by any person or object falling there from.

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) You agree that you have an obligation to disclose in writing to us during the Policy period any material facts relating to the Date Recognition Conformity of your operations, equipment and products.

AVN 2001A (amended)

(Applicable to Hull and Aircraft Liability Coverage)

Extended Coverage Endorsement (Aviation Liabilities)

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), IN CONSIDERATION of an Additional Premium of *as agreed*, it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.
2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B.

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

3. LIMITATION OF LIABILITY
The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be a sub-limit of \$50,000,000 or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.

4. AUTOMATIC TERMINATION

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

(i) **All cover**

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

(ii) **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B**

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

(iii) **All cover in respect of any of the Insured Aircraft requisitioned for either title or use**

upon such requisition

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

5. **REVIEW AND CANCELLATION**

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

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

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

Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/ or (g) of Clause AVN 48B – such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

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

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

(d) **Notices**

All notices referred to herein shall be in writing.

AVN 52E

Indemnity and Waiver

37. It is understood and agreed that notwithstanding General Exclusion 3. (Applicable to all Parts of the policy), the Policy extends to indemnify, and we shall waive rights of recourse where required against, owners of property or land being used for the Insured's Activities and organisers of events being held under the auspices of the NZHGPA, arising out of indemnity and/or hold harmless agreements entered into by the Insured and existing during the period of insurance.

Cross Liability Clause

38. In consideration of an agreed additional premium the inclusion of Additional Insureds under this Policy shall not preclude the right of recovery hereon by the Original Insured named below in respect of claims made against them by such Additional Insureds or the employees of such Additional Insureds.

39. Where the coverage provided by this Policy is also provided by other policy or policies, then this Policy shall only pay that amount which is in excess of the amount(s) which would have been payable under such other policy(ies) had this insurance not been effected.

40. 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 liability stated in this Policy.

Unauthorised Use Clause

41. 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

Geographical Limits

42. The Policy only covers the Insured for activities within New Zealand, the Commonwealth of Australia and their respective territories, and

43. Competition and general flying by members whilst overseas excluding USA and Canada, but subject to a Third Party Liability limit of \$1,500,000. Subject also to LSW617H as attached.

Approved Uses

44. The Policy is subject to the following uses only unless otherwise agreed;
1. All Flight activities as captured under the auspices of the NZHGPA;
 2. Training and instruction when accompanied by a qualified instructor of the NZHGPA and/or instructed by radio by a qualified Instructor of the NZHGPA;
 3. General flying, including competitions, displays and events;

Reasonable Acts

45. The coverage provided by this Insurance shall not be invalidated by any reasonable act committed by, on behalf of, or at the direction of the Insured for the purpose of protecting persons or property.

Certificates

46. The appointed broker is approved to issue certificates.

Software Affirmation Clause

48. Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in this Policy.
49. No additional limit(s) of coverage shall be conferred by paragraph 1 of this Clause.
50. For the purposes of this Clause, Software shall mean programs, source codes, scripts, applications and other operating information used to instruct computers to perform one or more task(s).

LMA5450

5 October 2020

Kiln Geographic Areas Exclusion Clause (Amended) LSW617H

50. 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, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
- (b) Colombia, Peru.
- (c) Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
- (d) Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
- (e) Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
- (f) Any country where the operation of the insured Aircraft is in breach of United Nations sanctions.
- (g) Russia, Belarus and Ukraine including Crimea

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.

Schedule

UMR: BO4440375A24AA

Policy Number: B99B1833024G

Name of Insured: The New Zealand Hang Gliding & Paragliding Association

Address: P O Box 131, Matamata, 3440

Period of Insurance: 14th July 2024 until 14th July 2025 at 1600hrs LST.

Currency: New Zealand Dollars (NZD)

Sum Insured: \$5,000,000 any once occurrence.

Deductible: \$1,500 each and every claim in respect of property damage claims only.

Insured Uses: All Flight activities as captured under the auspices of the NZHGPA;
Training and instruction when accompanied by a qualified instructor of the NZHGPA and/or instructed by radio by a qualified Instructor of the NZHGPA;
General flying, including competitions, displays and events;

Insured Pilots: Any pilot must be in possession of a current licence and a valid medical certificate issued by the NZHGPA.

Claims Notification: Notice of any event likely to give rise to a claim under this Policy is to be submitted via email as soon as possible to the nominated Broker:

Broker: Austinsure Limited



31-07-24

Authorised Signatory:

Date:

Agile Underwriting Services Pty Ltd (ABN 48 467 908 243, AFS Licence No. 483374) trading as Agile Aviation Underwriting Services underwrites on behalf of certain Underwriters at Lloyd's, and acts as agent for the Underwriters in performing its duties under its Binding Authority Agreement.