



**NZ Hang Gliding & Paragliding Association Inc**  
PO Box 131  
Matamata 3440  
New Zealand

**Client Reference:** CL181108  
**Broker:** Drew Whitten  
**Processed By:** Samantha Lloyd  
**Generated:** 30 July 2024

## Coverage Summary - Business Package

PK373650-5

**Transaction:** REN

**Period of Insurance:** 01/07/2024 - 01/07/2025

**Effective Date:** 01/07/2024

COVER	TRANSACTION	COVER AMOUNT	POLICY TOTAL
<b>Association Liability</b>	<b>Renewal</b>	<b>\$7,650,000</b>	<b>\$5,775.19</b>
Section A1 Management Liability	Renewal	\$2,000,000	
Section A2 Association Liability	Renewal	\$2,000,000	
Section A3 Employment Practices Liability	Renewal	\$500,000	
Section A4 Statutory Liability	Renewal	\$1,000,000	
Section A5 Employers Liability	Renewal	\$1,000,000	
Section A6 Crime	Renewal	\$150,000	
Section B Costs & Expenses A - single retention (excess) shall apply for section A & B	Renewal	\$1,000,000	
<b>Public Liability Insurance</b>	<b>Renewal</b>	<b>\$5,000,000</b>	<b>\$11,843.23</b>
General Liability	Renewal	\$5,000,000	
<b>Aviation Liability</b>	<b>New</b>	<b>\$5,000,000</b>	<b>\$9,166.49</b>
Limit of Indemnity	New	\$5,000,000	
<b>Underwriter Administration Fees</b>	<b>New</b>		<b>\$275.74</b>
Underwriter Admin Fee	New	\$0	
<b>Package Discount</b>			<b>-\$1,541.63</b>
<b>PACKAGE TOTAL</b>			<b>\$25,519.02</b>

Brokerage and Service Margin rates, and any other charges, are the same as previously advised except where detailed in the Important Information section at the end of this document.

COVER	COVER AMOUNT
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<b>Association Liability</b>	<b>\$7,650,000</b>
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Broker Reference	PL995898-5
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<b>Insurer</b>	<b>%</b>
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AIG Insurance New Zealand Ltd	100.00%
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DESCRIPTION	COVER TYPE	COVER AMOUNT	NATURAL DISASTER / NHCOVER	EXCESS
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<b>Section A1 Management Liability</b>		<b>\$2,000,000</b>	<b>Excluded</b>	<b>\$500</b>
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**Policy Notes**

Covering – What is Covered

1. Individuals The Insurer shall pay the Loss of each Insured Person arising from Management Liability, except to the extent that the Insured Person has been indemnified by the Association for such Loss.
2. Outside Entity Directors The Insurer shall pay the Loss of each Outside Entity Director arising from Management Liability, except to the extent that the Outside Entity Director has been indemnified for such Loss.
3. Association Reimbursement The Insurer shall reimburse or pay on behalf of the Association any Loss for which it has indemnified an Insured Person arising from Management Liability. Association Liability

<b>Section A2 Association Liability</b>		<b>\$2,000,000</b>	<b>Excluded</b>	<b>\$500</b>
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**Policy Notes**

Covering – What is Covered

1. Association Liability The Insurer shall pay the Loss of the Association arising from Association Liability.
2. Accidental Death The Insurer will pay up to an aggregate amount as per Schedule for each Insured Executive and as per Schedule in the aggregate to the Association in the event of the Accidental Death of an Insured Executive during the Policy Period.
3. Professional Liability The Insurer shall pay the Loss of any Insured arising from Professional Liability

<b>Section A3 Employment Practices Liability</b>		<b>\$500,000</b>	<b>Excluded</b>	<b>\$5,000</b>
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**Policy Notes**

Covering – What is Covered

1. Employment Practices Liability The Insurer shall pay the Loss of the Association arising from Employment Practices Liability.
2. Third Party Discrimination The Insurer shall pay, up to an aggregate amount as per schedule, the Loss of the Association arising from any harassment of or discrimination against any natural person third party who is not an Employee.

<b>Section A4 Statutory Liability</b>		<b>\$1,000,000</b>	<b>Excluded</b>	<b>\$500</b>
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**Excess**

Excess – Your Contribution to the Claim  
 In respect of each and every claim, including legal costs and expenses \$ 500  
 Health & Safety in Employment Act excess \$2,500

**Policy Notes**

Covering – What is Covered

**Statutory Liability**

The Insurer shall pay the Loss of any Insured due to a Claim for Statutory Liability

**Policy Notes**

Excluded Acts

Arms Act 1983Aviation Crimes Act 1972Crimes Act 1961Land Transport Act 1998Proceeds of Crime Act 1991Summary Offences Act 1981Transport Act 1962Transport (Vehicle and Driver Registration and Licencing) Act 1986

You are not insured for any fine under the Health and Safety at Work Act 2015 (this Act replaced the Health and Safety in Employment Act 1992).

<b>Section A5 Employers Liability</b>		<b>\$1,000,000</b>	<b>Excluded</b>	<b>\$500</b>
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**Policy Notes**

Covering – What is Covered

**Employers Liability**

The Insurer shall pay the Loss of the Association due to a Claim for Personal Injury sustained by an Employee.

<b>Section A6 Crime</b>	<b>\$150,000</b>	<b>Excluded</b>	<b>\$10,000</b>
<b>Policy Notes</b> Covering – What is Covered Fraud or Dishonesty Third Party Crime Electronic and Computer Crime Destruction and Damage of Money or Negotiable Instruments Care, Custody and Control Criminal Damage to Property Erroneous Funds Transfer			
<b>Section B Costs &amp; Expenses A - single retention (excess) shall apply for section A &amp; B</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$0</b>

## Policy Details

### Business

All those activities connected with the administration of the sport of hang gliding and paragliding conducted by NZHGPA and affiliated clubs and associations, and members and directors, officers, employees and/or volunteers acting within the scope of their duties in such capacity, being flight activity and flight training and instructions provided by volunteer instructors, conduct of events and also the administration and issue of pilot certificates, the administration of the issue of glider and equipment warrants of fitness certificates and administration of disciplinary function of pilot members.

### Insured

New Zealand Hang Gliding and Paragliding Association and affiliated clubs and associations and the directors, officers and/or volunteers and volunteer instructors acting within the scope of their duties in such capacity.

### Retroactive Date

Unlimited General, Statutory & Employers Liability  
 Unlimited All other sections

### Sub Limits

Section A1- A6  
 Management Liability  
 Occupational Health & Safety \$500,000  
 Public Relations Services \$50,000  
 Extradition Proceedings \$100,000

Association Liability  
 Accidental Death \$100,000 per Insured Executive up to \$500,000  
 Breach of Contract Defence Costs \$100,000  
 Identity Fraud \$100,000  
 Crisis Event \$50,000  
 Internet Liability \$250,000  
 Registration Decisions \$20,000  
 Tax Status Costs \$75,000  
 Lost Documents \$500,000

Employment Practices Liability  
 Third Party Discrimination \$500,000

Statutory Liability  
 Access to Complementary Legal Advice Included

Employers Liability  
 Access to Complementary Legal Advice Included

Crime - \$150,000  
 Destruction & Damage of Money or Negotiable Instruments – Fire, storm or Natural Disaster \$100,000  
 Legal Fees \$50,000  
 Reconstitution Costs \$50,000  
 Investigative Fees \$100,000  
 Public Relations Costs \$100,000  
 Costs for Criminal Prosecution - \$50,000  
 Regulatory Crisis Response - \$100,000

Retentions & Deductibles  
 Sections A1 – A6 and Section B  
 Each and every claim  
 Management Liability - Nil  
 Reimbursement - \$500  
 Association Liability - \$500  
 Employment Practices Liability - \$5,000  
 Statutory Liability - \$500  
 Employers Liability - \$500

Crime - \$10,000  
 Crisis Event – Nil  
 Public Relations Services - Nil  
 Registration Decisions - \$500  
 Lost Documents - \$500  
 Accidental Death – Nil  
 Internet Liability - \$500  
 Costs for Criminal Prosecutions - \$500

Section B  
 Costs & Expenses (Aggregate) \$500,000  
 Management Liability  
 Association Liability  
 Employment Practices Liability  
 Statutory Liability  
 Employers Liability

If the Insurer (in its sole and absolute discretion) determines that any loss covered by any other section, cover, endorsement or extension of this Policy (other than Policy Section A7 - General Liability) is subject to the existence or potential existence of a Charge, the Insurer shall not be obligated to advance any costs or expenses under that section, cover, endorsement or extension of this Policy but instead the Insurer shall pay such costs and expenses solely under this Section B – Costs and Expenses.

All amounts indicated in this policy and the attached Schedule are exclusive of Goods and Services Tax where payable by law.

Please refer to the policy wording for full details of cover.

**Policy Notes**

**TERRITORY RESTRICTION ENDORSEMENT**

In consideration of the Premium, the policy is amended as follows:

It is hereby understood and agreed that this policy is amended as follows:

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded by this policy for any:

- i. entity organized or incorporated pursuant to local law of the Specified Area, or headquartered in a Specified Area;
- ii. natural person during the time such natural person is located in a Specified Area; or
- iii. part of a claim, action, suit or proceeding made, brought or maintained in a Specified Area.

For purposes of this endorsement, "Specified Area" means:

- (i) The Republic of Belarus; or
- (ii) The Russian Federation (as recognized by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

All other terms, conditions and exclusions remain unchanged.

**Policy Wording**

AIG Association Edge 20180901 Liability Insurance

**Rating Agency**

S&P: Standard & Poors Insurer Financial Strength Ratings

The rating scale is:

- AAA (Extremely Strong) AA (Very Strong) A (Strong)
- BBB (Good) BB (Marginal) B (Weak)
- CCC (Very Weak) CC (Extremely Weak)
- SD (Selective Default) D (Default)
- R (Regulatory Supervision) NR (Not Rated)

The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The rating scale above is in summary form. A full description of this rating scale can be obtained from [www.standardandpoors.com](http://www.standardandpoors.com)

**Rating**

A

Insurer Base Premium	\$4,358.00
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COVER		COVER AMOUNT		
<b>Public Liability Insurance</b>		<b>\$5,000,000</b>		
Broker Reference	PL995891-5			
Insurer	INSURER REFERENCE	%		
AIG Insurance New Zealand Ltd	PEL1162	100.00%		
DESCRIPTION	COVER TYPE	COVER AMOUNT	NATURAL DISASTER / NHCOVER	EXCESS
<b>General Liability</b>	<b>General Liability</b>	<b>\$5,000,000</b>	<b>Excluded</b>	<b>\$500</b>

## Policy Details

### Insured

New Zealand Hang Gliding and Paragliding Association Inc including; Pilot Members, Visitor Members, Student Members, and Life Members who hold a valid and current flying licence

### Business

All those activities connected with or associated with the recreational sport of Hang Gliding and or Paragliding, as conducted by the members of the New Zealand Hang Gliding and Paragliding Association Incorporated

### Jurisdictional Limit

New Zealand

### Standard Excess

Excess – Your Contribution to the Claim  
 In respect of each and every event other than as detailed below \$ 500  
 Pilot Negligence each and every occurrence \$ 2,000  
 Advertising Liability \$ 1,000  
 Defective Workmanship \$ 1,000  
 Forest and Rural Fires \$ 500  
 Goods on Hook \$ 2,500  
 Innkeeper's Liability \$ 1,000  
 Lost or Stolen Keys \$ 1,000  
 Product Withdrawal Costs \$ 2,500  
 Property in Care, Custody or Control \$ 1,000  
 Punitive and Exemplary Damages \$ 1,000  
 Underground Services \$ 2,500  
 Vehicle or Watercraft, Equipment or Machinery Service and Repair  
 - Vehicle or Watercraft  
 - Equipment or Machinery \$ 1,000 \$ 2,500  
 Vibration and Removal of Support \$ 5,000  
 Warrant of Fitness \$ 2,500

### Policy Notes

Limit of Liability – What You are Insured for  
 General Liability Any one Occurrence \$ 5,000,000  
 Product Liability In the Aggregate \$ 5,000,000

### Policy Notes

Automatic Coverage Clauses - Sub Limit  
 Advertising Liability \$ 1,000,000  
 Business Advice or Service Included  
 Car Park Liability Included  
 Contractors or Subcontractors Included  
 Defective Workmanship \$ 100,000  
 Forest and Rural Fires \$ 1,000,000  
 Goods on Hook \$ 250,000  
 Hot Work Included  
 Innkeeper's Liability Included  
 Landlords Liability Included  
 Lost or Stolen Keys \$ 50,000  
 Mechanical Plant Liability Included  
 Product Withdrawal Costs \$ 100,000  
 Property in Care, Custody or Control \$ 500,000  
 Punitive or Exemplary Damages \$ 1,000,000  
 Tenant's Liability Included  
 Underground Services Included  
 Vehicle or Watercraft, Equipment or Machinery Service and Repair \$ 500,000  
 Vehicles/Mobile Mechanical Plant Liability Included  
 Vibration and Removal of Support \$ 500,000 Included  
 Visits to North American Countries  
 - The Limit of Indemnity inclusive of Costs and Expenses, any one Period of Insurance will be the Limit of Indemnity shown in the Schedule;  
 Warrant of Fitness \$ 100,000

### Policy Notes

## Special Terms Sanctions Clause

We will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose us, our parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

All other terms, conditions and exclusions remain unchanged

## New Zealand Territorial Limit Endorsement

It is hereby agreed and declared that Definition 5.24 is deleted and replaced by the following:

5.24 Territorial Limits means anywhere in New Zealand, except for the activities of travelling executives and sales people for which the policy applies anywhere in the world.

All other terms, conditions and exclusions remain unchanged.

Amended Aircraft Exclusion – Commercial Hang Gliders / Paragliders Operations Excluded Exclusion 6.1 is deleted and replaced by the following:

This insurance does not apply to:

6.1. Liability arising out of the ownership, maintenance, operation or use by the Insured of:

a) any aircraft or hovercraft, including hang-gliders and Paragliders operated for commercial use, however this exclusion 6.1 a) shall not apply to private, non-commercial hang-gliders and Paragliders operated / used by members of the New Zealand Hang Gliders and Paragliders Association, or b) any watercraft or vessel exceeding 8 metres in length. But this section 6.1

b) shall not apply with respect to operations by independent contractors.

All other terms, conditions and exclusions remain unchanged

## Policy Notes

Additional Insured Any temporary contract labour, self-employed persons, labour-only sub-contractors solely under contract with, and under the direction and direct supervision of the Insured

All other terms, conditions and exclusions remain unchanged.

Cover includes affiliated clubs and associations.

## Policy Notes

### TERRITORY RESTRICTION ENDORSEMENT

In consideration of the Premium, the policy is amended as follows:

It is hereby understood and agreed that this policy is amended as follows:

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded by this policy for any:

- i. entity organized or incorporated pursuant to local law of the Specified Area, or headquartered in a Specified Area;
- ii. natural person during the time such natural person is located in a Specified Area; or
- iii. part of a claim, action, suit or proceeding made, brought or maintained in a Specified Area.

For purposes of this endorsement, "Specified Area" means:

- (i) The Republic of Belarus; or
- (ii) The Russian Federation (as recognized by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

All other terms, conditions and exclusions remain unchanged.

## Policy Notes

### Cyber Exclusion – Non Physical Only

1. This Policy excludes all liability for Claims or Legal Proceedings against the Insured arising from:

Cyber

1. Any access to or disclosure of any person's or organization's confidential or personal information, including any Personally Identifiable Information, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
2. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any Computer System or Electronic Data. This exclusion does not apply to Bodily Injury or Property Damage arising out of the events or circumstances described in subparagraphs (1) or (2) above.

2. This Endorsement is subject otherwise to the Policy Definitions of the Policy. The following additional definitions apply to this Endorsement:

Computer System

means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information.

Electronic Data

means any data stored on a Computer System

Personally Identifiable Information (PII)  
means any data that can be used to contact or identify a specific individual.

Bodily Injury  
means death, bodily injury, sickness or disease sustained by a person. For avoidance of doubt this does not include mental injury, mental anguish, shock and loss of consortium;

**Policy Wording**

AIG BusinessGuard General and Products Liability 12-00841-MR123

**Rating Agency**

S&P: Standard & Poors Insurer Financial Strength Ratings

The rating scale is:

AAA (Extremely Strong) AA (Very Strong) A (Strong)

BBB (Good) BB (Marginal) B (Weak)

CCC (Very Weak) CC (Extremely Weak)

SD (Selective Default) D (Default)

R (Regulatory Supervision) NR (Not Rated)

The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The rating scale above is in summary form. A full description of this rating scale can be obtained from [www.standardandpoors.com](http://www.standardandpoors.com)

**Rating**

A

Insurer Base Premium	\$8,937.00
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COVER	COVER AMOUNT
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<b>Aviation Liability</b>	<b>\$5,000,000</b>
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Broker Reference    PL1182364-0

<b>Underwriter Agency</b>	%
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Austinsure Ltd	100.00%
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DESCRIPTION	COVER TYPE	COVER AMOUNT	NATURAL DISASTER / NHCOVER	EXCESS
<b>Limit of Indemnity</b>		<b>\$5,000,000</b>	<b>Excluded</b>	<b>\$1,500</b>

## Policy Details

**Business**

All those activities connected with or associated with the recreational sport of Hang Gliding and or Paragliding, as conducted by the members of the New Zealand Hang Gliding and Paragliding Association Incorporated

**Insured**

New Zealand Hang Gliding and Paragliding Association Inc

**Jurisdictional Limit**

Worldwide excluding Canada and USA

Insurer Base Premium	\$7,800.00
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COVER		COVER AMOUNT		
<b>Underwriter Administration Fees</b>				
Broker Reference	PL1183269-0			
<b>Underwriter Agency</b>				<b>%</b>
Austinsure Ltd				100.00%
DESCRIPTION	COVER TYPE	COVER AMOUNT	NATURAL DISASTER / NHCOVER	EXCESS
<b>Underwriter Admin Fee</b>		<b>\$0</b>	<b>Excluded</b>	<b>\$0</b>

Insurer Base Premium	\$275.00
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## Financial Strength Rating

UNDERWRITER	RATING AGENCY	RATING
AIG Insurance New Zealand Ltd	Standard & Poor's (Australia) Pty Ltd	A

S&P: Standard & Poors Insurer Financial Strength Ratings

The rating scale is:

AAA (Extremely Strong) AA (Very Strong) A (Strong)  
 BBB (Good) BB (Marginal) B (Weak)  
 CCC (Very Weak) CC (Extremely Weak)  
 SD (Selective Default) D (Default)  
 R (Regulatory Supervision) NR (Not Rated)

The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.

The rating scale above is in summary form. A full description of this rating scale can be obtained from [www.standardandpoors.com](http://www.standardandpoors.com)

## Important Information

### INSURER'S SOLVENCY / CLAIMS PAYING ABILITY

Rothbury does not analyse insurers solvency or claims paying ability. Rothbury is not able to and makes no representation or gives no warranty as to whether an insurer with which we place your risks is or will continue to be solvent or able to pay your claims under your policy(s). You must make entirely your own decision in that regard. In doing so, you accept you have not and do not rely on Rothbury as to whether any insurer is, or will continue to be, solvent or is, or will continue to be, able to pay your claims under your policy(s). Consequently, you agree Rothbury is not liable in contract, tort (including negligence), equity or otherwise to you for any loss, liability, damages, costs or expenses if an insurer becomes insolvent or is unable to pay claims when they fall due.

### POLICY TERMS & CONDITIONS

This schedule is only a summary of the cover provided. Please refer to your Policy Wording for full details of your scope of cover, conditions and exclusions. If you do not have a copy of your Policy Wording please contact our office and we will send a copy to you. Please notify us immediately of any changes to the risks insured - failure to do so may invalidate your cover.

### STANDARD EXCLUSIONS

The following standard exclusions apply: Terrorism, Electronic Data, Asbestos and Building Defects and Mould. Please refer to your Policy Wording for full details.

### DUTY OF DISCLOSURE

The Duty of Disclosure is a legal requirement that applies to all insurance contracts. Under the Duty of Disclosure you must disclose all information you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms. This duty includes, but is not limited to, any circumstances which could increase the risk of a claim, any criminal offence, any cancellation, refusal to renew, or special conditions imposed by another insurer and any previous insurance claim or uninsured loss. You are required to disclose this information before commencement of cover and before you renew, extend, vary or reinstate your insurance cover. If you do not provide all of this information your insurer may avoid your cover from the commencement of your policy. Your policy may also include a condition requiring you to notify the insurer of any material change in your circumstances following the start of the policy period. What is a material change will depend on the specific policy condition but it usually includes a change to the circumstances you have previously disclosed to the insurer. Your Duty of Disclosure and the rights your insurer has if you do not comply with it can be altered by the specific policy wording. So, it is important you read your policy so you know what your insurer wants to know and what your duties are from the outset.

### TERMS OF BUSINESS

By instructing us to place cover for you, you agree that our Terms of Business apply to all services provided to you by the Rothbury Group, unless we have agreed otherwise with you in writing. This means you can refer to our Terms of Business for an explanation of terms used in your invoice and cover schedule.

Our Terms of Business also include:

- \* Our obligations to you as part of the services we provide;
- \* A summary of the duties our brokers have to you under legislation and regulations;
- \* Your responsibilities relating to the cover we obtain for you;
- \* How your insurance costs are to be paid;
- \* How we are remunerated and a description of our incentives;
- \* Potential conflicts of interest that could arise and the steps we take to manage these;
- \* The limits of our liability to you concerning the services we provide;
- \* How to make a complaint if you are unhappy and our internal process for managing complaints.

This is just a summary of key topics. Our complete Terms of Business can be downloaded from [www.rothbury.co.nz](http://www.rothbury.co.nz).

### Brokerage

Insurers pay Rothbury brokerage when a policy is placed with them. The brokerage is a fixed percentage of the premium charged by the insurer, which is deducted and retained by Rothbury. The brokerage rates applying to each policy are included for your information as follows:

Insurer	Policy Type	Brokerage Rate	Natural Disaster Brokerage Rate



Insurer	Policy Type	Brokerage Rate	Natural Disaster Brokerage Rate
Austinsure Ltd	Aviation Liability	0.00%	0.00%
	Underwriter Administration Fees	0.00%	0.00%

**Package Discount**

A package discount has been applied to the total cost of your insurance in this invoice. This discount is applied at a package level and not in terms of any specific component of your insurance cost. Rothbury does not undertake to apply any package discount to future invoices.