

SCHEDULE OF COVER

Public/Products Liability

OUR REFERENCE	12040203		
INSURED	Sports Aviation Federation of Australia & Hang Gliding Federation of Australia Inc		
BUSINESS OF INSURED	Sporting body responsible for the administration of the hang gliding, paragliding and weightshift microlights regulations as provided by the Civil Aviation Safety Authority (CASA) of Australia. Classroom based; pilot training, instructor certification and provision of flight training facilities. General administration. Club meetings and gatherings. Commercial property owners and/or occupiers of clubrooms and offices.		
PERIOD OF INSURANCE	30/06/20 to 30/06/21 At 4pm Local Time		
COVERING	The Insured's legal liability to pay by way of compensation to third parties in respect of Personal Injury and/or Property Damage happening during the Period of Insurance caused by an occurrence in connection with the Business of the Insured(as per Insurers Policy Wording).		
LIMIT OF LIABILITY	<p>Public Liability - \$20,000,000 any one occurrence.</p> <p>Products Liability - \$20,000,000 in the aggregate during the Period of Insurance.</p> <p>Asbestos Liability - \$0 any one occurrence and in the aggregate during the period of insurance.</p> <p>Incidental Errors and Omissions - \$0 any one claim and in the aggregate during the period of insurance.</p>		
EXCESS	\$1,000 each & every claim (Property Damage & Personal Injury)		
GEOGRAPHICAL LIMITS	Anywhere in the world except for North America		
POLICY WORDING	Arthur J Gallagher - General and Products Liability Insurance Policy 2.0. 1214		
INSURER		Policy No.	Proportion %
	QBE Insurance (Aust) Ltd GPO Box 1119 ADELAIDE SA 5001	62A378607PLB	100.0000
NOTES	<p>NOTES</p> <p>Expanded Name of Insured</p> <p>The Named Insured specified in the Policy Schedule is more fully described as: Hang Gliding Federation of Australia Inc</p>		

Sports Aviation Federation of Australia

Interested Parties

The Minister for Environment and Energy, the Secretary of the Department of Planning, Industry and Environment and the Crown in right of NSW

The Cape Byron Trust

Parks Victoria and the Secretary of the Department of Environment, Land, Water and Planning

GP & JA Newton
landowners of situation between Kildare Rd and Woodside Rd,
Tenterfield, NSW 2372

Georgina Lands & Tenements Pty Ltd
Great Missenden Lands Pty Ltd
The Woodlands Park Custodian Company Pty Ltd
Ernest Geoffrey Albers and Pamela Joy Albers

Insured Extended Definition û Members, Clubs and Contractors Endorsement

The following amendment is made to the Policy:
Insured Definition 7.11 is extended to include the following:
(j) financial members, state associations and/or member schools, clubs affiliated with the Named Insured.
(k) every contractor and sub-contractor to whom the Named Insured is obligated by virtue of any contract or a agreement to provide insurance such as is afforded by this Policy, but only to the extent required by such contract or agreement and in any event only for such coverage and Limit of Liability as are provided by this Policy.

Insured Business

The Insured Business specified in the Policy Schedule is more fully described as:
Sporting body responsible for the administration of the hang gliding, paragliding and weightshift microlights regulations as provided by the Civil Aviation Safety Authority (CASA) of Australia.
Classroom based pilot training, instructor certification and provision of flight training facilities.
General administration. Club meetings and gatherings. Commercial property owners and/or occupiers of clubrooms and offices.

001 Professional Liability (Total) Exclusion

The following amendments are made to the Policy:
Professional Liability Exclusion 5.18 is deleted and replaced with:
Liability caused by or arising out of any breach of duty owed in a professional capacity or any error or omission connected there with, by the Insured or any person for whose breached the Insured may be held legally liability.

J39 Event Contractors Exclusion

The following additional exclusion is added to the Policy:
This Policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly from or caused by, contributed to by the actions or activities of stallholders, contractors, suppliers and service providers.

Airport and/or Airport Hangar Operations Exclusion

The following additional exclusion is added to the Policy:
This Policy does not cover liability arising directly or indirectly from or caused by, contributed to by or arising out of the ownership, occupation, maintenance, operation or use by the Insured or on the Insureds behalf of:
(a) any airport, aerodrome, airship, heliport or any other area where aircraft, aerial devices or hovercraft take off or land;
(b) any aircraft hangar or any other area used for storing, sheltering, servicing, maintaining or parking aircraft, aerial devices or hovercraft.

Participants (Adventure Activities) Exclusion

The following additional exclusion is added to the Policy:
This Policy does not cover Personal Injury or Property Damage of any person caused by or arising out of the participation of any person in any adventure activity, including but not limited to rock climbing, abseiling, flying fox, bushwalking, horse riding, water activities and/or watercraft activities or similar activities.
Provided that this exclusion does not apply to the activity of camping.

Government, Authority or Landlord Indemnity and Release Endorsement

The following amendments are made to the Policy:
(1) The following clause is added to ôHowever this Exclusion 5.4(b) shall not apply to anyô within 5.4 Contractual Liability
v. Liability assumed under any contract or written agreement with any government or public or local authority or other statutory authority or any landlord, but only to the extent required by such contract or agreement and subject always to the terms, definitions, exclusions and conditions of this Policy.
(2) The following clause is added to 6. Conditions of the Policy: 6.19 where the Insured is required by contractual agreement to release any government or public or local authority or other statutory authority or any landlord from liability in respect of loss, destruction or damage or legal liability insured against under this Policy, such release is allowed without prejudice to this insurance.
Notwithstanding Condition 6.18 of this Policy, the Insurer agrees to waive all the Insurers rights of subrogation against any such authority or landlord in the event of any occurrence for which a claim of indemnity may be made under this Policy.

Property in Physical or Legal Control and Legal Costs of Inquiries and Other Proceedings Sub-limits

The following amendments are made to the Policy:
The sub-limit for Property in Physical or Legal Control is \$250,000
The sub-limit for Legal Costs of Inquiries and Other Proceedings is \$250,000.

Sanctions Exclusion

The Insurer shall not be liable under any section of this policy in respect of any claim payment that breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom, United States of America or any local autonomous sanctions.

**INFECTIOUS OR COMMUNICABLE DISEASE, BACTERIA AND VIRUS
CONDITION**

We will not cover Personal Injury as a result of your reckless disregard of any guidelines, principles or instruction issued by the Australian Government, relevant State or Territory Government, the New Zealand Government or any other relevant Government, Jurisdiction you operate in, regarding any infectious or communicable disease, bacteria or virus.

Premium adjustment condition (deposit premium)

the premium as shown within the Policy Schedule is a deposit premium and adjustable at a rateable factor of 1.00% at expiration of the Period of Insurance on the actual turnover during the period of insurance, subject to the following:

- a) premium adjustments only apply where the difference between your estimated and actual turnover exceeds +/-20% (plus or minus)
- b) where the premium adjustment is a return premium the maximum refund payable will be 20% of the deposit premium, but subject to no claims having been notified to Us nor any incidents known to You and not reported to us occurring during the period of Insurance.

It is a requirement of your Policy to provide us with a fully completed declaration form at the end of your Period Of Insurance declaring your:

- c) actual turnover and contractor/labour hire payments for the expiring period, and
- d) estimate turnover and contractor/labour hire payments for the forthcoming period.

SPECIAL NOTE

This memorandum is prepared as a summary of the insurance policy. It is not a complete description of all the policy's terms, conditions and exclusions.

In determining a claim, or questions with regard thereto, the provisions of the policy will prevail.