

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	30/06/21 to 30/06/22 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	<p>\$ 1,000 Personal Injury</p> <p>\$ 1,000 Property Damage</p> <p>\$ 1,000 Care, Custody and Control</p> <p>\$10,000 Personal Injury to labour hire, contractors/subcontractors</p> <p>Deductible (applicable each and every Occurrence û costs inclusive û unless stated otherwise)</p>				
GEOGRAPHICAL LIMITS	Anywhere in the world except for North America				
POLICY WORDING	Arthur J Gallagher General Liability Policy - QM7419-2014				
INSURER	<table border="0"> <thead> <tr> <th style="text-align: left;">Policy No.</th> <th style="text-align: right;">Proportion %</th> </tr> </thead> <tbody> <tr> <td>QBE Insurance (Aust) Ltd GPO Box 1119 ADELAIDE SA 5001</td> <td style="text-align: right;">62A378607PLB 100.0000</td> </tr> </tbody> </table>	Policy No.	Proportion %	QBE Insurance (Aust) Ltd GPO Box 1119 ADELAIDE SA 5001	62A378607PLB 100.0000
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QBE Insurance (Aust) Ltd GPO Box 1119 ADELAIDE SA 5001	62A378607PLB 100.0000				
NOTES	NOTES				

Expanded Name of Insured

The Named Insured specified in the Policy Schedule is more fully described as:

Hang Gliding Federation of Australia Inc
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 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

The Insurers liability for property under Exclusion 4.19(f) of the policy wording shall not exceed \$250,000 any one Occurrence.

041 Legal Costs of Inquiries and other Proceedings

The Insurer's liability for legal costs under Clauses 3.5 (a) and 3.5 (b) within the policy wording, shall not exceed \$250,000 any one Occurrence.

Sanctions Exclusion

The Insurer will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose the Insurer to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country..

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.

Worker/Contract Injury Deductible

The deductible as shown in the Schedule is deleted and replaced by the following:

\$1,000 any one occurrence for all claims except the Insured shall bear the first \$10,000 any one Occurrence (inclusive of Defence costs and other costs and expenses) in respect of liability arising out of Personal Injury to Workers while such Workers are acting in such capacity.

For the purpose of this provision the term 'workers' shall mean

- (a) any person provided to the Insured on a temporary or permanent basis under a specific contract with a provider of Contract Labour Hire Personnel and such person remains an employee of that provider;
- (b) any person (including a person who may be an employee of a contractor), contracted to perform work for the Insured under the direct supervision or control of the Insured in the performance of such work but does not include any person where the nature of the contracted work is the trade or service of such contractor and not that of the Business of the Insured;
- (c) any person (including a person who may be an employee of a subcontractor), subcontracted to perform work on behalf of the Insured and is under the direct supervision or control of the Insured in the performance of such work.

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:

- a) actual turnover and contractor/labour hire payments for the expiring period, and
- b) estimate turnover and contractor/labour hire payments for the



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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.