

SCHEDULE OF COVER

Aviation Special Liability

OUR REFERENCE 18080344

INSURER POLICY NUMBER 03I010050430

INSURED NAME

Sports Aviation Federation of Australia
(SAFA)

INTERESTED PARTIES

Hang Gliding Federation of Australia Inc. (HGFA)
& as per attached endorsement

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

PERIOD OF INSURANCE

From 4.00pm 30 June 2020 to 4.00pm 30 June 2021 local standard time

GEOGRAPHIC LIMITS

As per attached Geographical Limits Endorsement

ACTIVITIES

Aviation activities

including but not limited to;

1. All Flight activities as captured under the auspices of the SAFA/HGFA;
2. Training and instruction when accompanied by a qualified instructor of the SAFA/HGFA and/or instructed by radio by a qualified Instructor of the SAFA/HGFA;
3. General flying, including competitions, displays and events;
4. Airside activities including ownership, maintenance, operation or use of:- any airport, aerodrome, airstrip, heliport or any other area where aerial devices take off or land; - any aircraft hangar or any other area used for storing, sheltering, servicing, maintaining or parking aircraft or aerial devices.

5. Watercraft launch activities which includes launching, towing or landing of Flying Participants utilising watercraft less than 8 meters in length and operated by an appropriately licenced member of the SAFA/HGFAHGFA which is not a commercial enterprise and has been approved by the SAFA/HGFA.

COVERAGE

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, up to but not exceeding the amount specified in the Policy Schedule for Bodily Injury and/or Property Damage arising out of an Occurrence caused by any of the insureds Activities as listed in the Schedule.

LIMIT OF INDEMNITY

Our liability shall not exceed \$20,000,000 any one occurrence less any amount specified in the Policy Schedule as a deductible.

In respect of Liability to passengers, indemnity shall not exceed 500,000 any one passenger.

In addition, we will defray any legal costs and expenses incurred with our written consent in defending any action which may be brought against you in respect of any claim for compensatory damage covered by this Policy but should the amount paid or awarded in settlement of such claim exceed the limit of indemnity then our liability in respect of such legal costs and expenses shall be limited to such proportion of the legal costs and expenses as the limit of indemnity bears to the amount paid or awarded for compensatory damages.

GEOGRAPHICAL LIMITS

Anywhere within the Commonwealth of Australia, its Territories, and New Zealand. Extended to include training in Bali subject to being provided by Australian qualified instructors and operations being conducted only under CFI supervision. Also extended to include competition and general flying by members whilst overseas, excluding USA and Canada, but subject to a Third Party Liability limit of \$1,500,000.

DEDUCTIBLE

AUD 2,000 each and every loss in respect Property Damage claims.

INDEMNITY AND WAIVER

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 Insureds Activities and organisers of events being held under the auspices of the HGFA, arising out of indemnity and/or hold harmless agreements entered into by the Insured and existing during the period of insurance.

In all other respects the terms and conditions of the Policy remain unaltered.

GOVERNING LAW

Paragraph 7 of Section IV (C) General Conditions Applicable To All Sections is deleted. This Policy shall be construed in accordance with the laws of Australia.

ASBESTOS EXCLUSION CLAUSE



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 or exposure to asbestos in any form whatsoever, 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, indemnify for any costs or damages relating to or in any way respond to the actual, alleged or threatened presence of asbestos in any form whatsoever.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof. All other terms and conditions of the Policy remain unchanged.

CANCELLATION

Paragraph 4 of Section IV (C) General Conditions Applicable To All Sections is deleted.

The Insured may cancel this Policy by giving ten days notice in writing to the Insurers of such cancellation in which event the premium shall be adjusted on the basis that the Insurers retain the customary short term premium, details of which are available on request. There will be no return of premium in respect of any Aircraft, or other property covered by this Policy, in which a loss is paid or payable under this Policy.

Insurers may cancel this Policy in the circumstances or upon the grounds permitted by the proper law of the Policy by giving notice in writing to the Insured, either personally or by post, at the last address known to the Insurers. Such notice shall have effect to cancel the Policy at 4.00 pm on the third business day after the day on which the notice was given or at any later time specified in the notice.

DATE RECOGNITION EXCLUSION CLAUSE

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 the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers have to investigate or defend claims shall not apply to any claims so excluded.

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

1. Whereas the Policy of which this Endorsement forms part includes a War, Hijacking and Other Perils Exclusion Clause, IN CONSIDERATION of an agreed Additional Premium, it is hereby agreed that with effect from inception all sub-paragraphs other than (b) of paragraph 10 of Section IV (A) General Exclusions Applicable To All Sections, forming part of this Policy are deleted SUBJECT TO all terms and conditions of the Endorsement.

2. EXCLUSION applicable only to any cover extended in respect of the deletion of subparagraph (a) of paragraph 10 of Section IV (A) General Exclusions Applicable To All Sections.

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

3. LIMITATION OF LIABILITY

The limit of Insurers liability in respect of the coverage provided by this Endorsement shall be \$20,000,000 or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate (the sub-limit). This sub-limit shall apply within the full Policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the Policy, this sub-limit shall not apply to such Insureds liability:

- (a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the policy affords cover for liability to its passengers arising out of its operation of aircraft;
- (b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the policy affords cover for liability for such cargo and mail arising out of its operation of aircraft.

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 Peoples 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 paragraph 10 of Section IV (A) General Exclusions Applicable To All Sections

- 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 Aircraft until completion of its 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 the 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 paragraph 10 of Section IV (A) General Exclusions Applicable To All Sections - such notice to become effective on the expiry of forty-eight hours from 23.59 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.

GST

If the Insurers exercise their option to repair or pay for the repair of the Aircraft the Insurers will pay the amount of any Goods and Services Tax (ôGSTö) included in the cost of the repairs (but not to cause the amount payable by the Insurers to exceed the Amount Insured specified in the Schedule) less any Input Tax Credit to which the Insured is entitled in respect of the GST payable on the cost of the repairs.

The Insured shall inform the Insurers of the Insureds Australian Business Number and any entitlement to an Input Tax Credit for GST on the premium. In the event of any misstatement by the Insured, the Insurers shall not be liable to pay any GST.

Goods and Services Tax and Input Tax Credit have the same meaning as in the New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended.

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

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 with them,
- (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 from a crash fire explosion or collision or a recorded inflight emergency causing abnormal aircraft operation.

2. With respect to any provision in this Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

(a) claims excluded by Clause 1, or

(b) a claim or claims covered by this Policy when combined with any claims excluded by Clause 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claim or claims covered by this Policy:

- (i) damages awarded against the Insured and
- (ii) defence fees and expenses incurred by the Insured.

4. Nothing in this part shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

NUCLEAR RISKS EXCLUSION CLAUSE

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

(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.

(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 organisation 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.

(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 nonfixed

Beta, gamma and low toxicity
alpha emitters

All Other emitters

Maximum permissible level of nonfixed radioactive surface
contamination (Averaged over 300 cm)

Not exceeding 4 Becquerels/cm
(10⁻⁴ microcuries/cm)

Not exceeding 0.4 Becquerels/cm
(10⁻⁵ microcuries/cm)

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

APPROVED USES

Aviation activities including but not limited to;

1. All Flight activities as captured under the auspices of the HGFA;
2. Training and instruction when accompanied by a qualified instructor of the HGFA and/or instructed by radio by a qualified Instructor of the HGFA;
3. General flying, including competitions, displays and events;
4. Airside activities including ownership, maintenance, operation or use of:-
 - any airport, aerodrome, airstrip, heliport or any other area where aerial devices take off or land;
 - any aircraft hangar or any other area used for storing, sheltering, servicing, maintaining or parking aircraft or aerial devices.

5. Watercraft launch activities which includes launching, towing or landing of Flying Participants utilising watercraft less than 8 meters in length and operated by an appropriately licenced member of the HGFA which is not a commercial enterprise and has been approved by the HGFA.

In all other respects the terms and conditions of the Policy remain unaltered.

INDEMNITY TO FEDERAL AND STATE GOVERNMENTS

We agree to extend the Policy to indemnify the Commonwealth of Australia, Australian States and Territories Governments and all associated Statutory Authorities, Shire and City Councils and Owners of Private land and property in respect of any vicarious liability arising from the acts, omissions or negligence of the parties described as the Insured in the Policy Schedule or other parties for whose acts, omissions or negligence the Insured is responsible arising from the conduct or performance of the Insureds Activities as described within the



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Geographical Limits.

In all other respects the terms and conditions of the Policy remain unaltered.

INSURED NAME

1. Sports Aviation Federation of Australia (SAFA) and Hang Gliding Federation of Australia Inc. (HGFA)

2. Individual financial members of SAFA and HGFA and/or member State Associations and/or member schools/clubs affiliated with SAFA and HGFA including their Committee Members, Directors, Officers, Employees, Officials, and/or Volunteers acting within the scope of their duties in such capacity.

3. Any company who conducts training as a SAFA and HGFA approved training facility provided that such training is the primary business activity each for their respective rights and interests.

In all other respects the terms and conditions of the Policy remain unaltered.