



Withernsea Blue Light Weekend
22 Seacroft Road
Withernsea
East Yorkshire
HU19 2NY

09 May 2024

Evidence of Cover

Contract Risk Reference: RA 0393 2024

In accordance with your instructions and information supplied, K.M. Dastur & Company Limited have effected Insurance with Insurers on terms and conditions as detailed in the enclosed Contract of Insurance, which is the final contract and is fully approved by Insurers. The Contract of Insurance is in Market Reform format, which is the mandatory standard for placements in the London Insurance market. As no further contractual documentation will be issued, please examine this document carefully and if the cover does not comply with your requirements, please advise K.M. Dastur & Company Limited immediately.

For your assistance, a brief explanation of some of the items in the enclosed Contract of Insurance is set out below.

Risk Details:

Sets out key elements of the coverage provided by Insurers.

Information:

Identifies the information provided to the Insurers for evaluation of the risk.

Security Details:

Sets out the basis and proportion of each Insurer's written subscription to the Contract of Insurance.

Appendix:

The "Security Schedule" sets out the final signed proportion of each Insurer's subscription to the Contract of Insurance, together with their full name and address.

Personal Data:

We will use your personal information for the purpose of administering this policy which may include handling claims, considering or contesting coverage for claims and handling any complaints which may arise under this policy. We will process, hold and, only to the extent necessary for the above purposes, share your personal information with third parties in compliance with data protection legislation.

Your Duty of Disclosure

As you are a **Business Insured** (i.e. not a Consumer Insured) you have a duty to disclose all material facts to the Insurer before your cover is placed, when it is renewed and any time that it is varied. Your policy wording may also provide that this duty continues for the duration of the policy. A material fact is a fact which may influence an Insurer's judgement in their assessment of a risk, including its term and pricing. If you are in any doubt whether a fact is material we recommend that it should be disclosed. Failure to disclose a material fact may entitle an Insurer to avoid the policy from inception and any claims under it would not be paid.



Evidence of Cover

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Warranties

Warranties are important provisions contained within the Contract Endorsement and must be exactly complied with at all times. Breach of a warranty will cause Insurers to be automatically off risk from the date of that breach, and in some instances may mean that Insurers do not come on risk at all. This is the position regardless of whether there is any connection between the warranty breached and any loss which leads to that breach becoming evident. A warranty may exist in the contract using other terminology and without reference to the word "warranty". You may be deemed to have warranted the accuracy of information provided in a proposal form (for example by virtue of a "basis of the contract clause"), such that any inaccuracy will constitute a breach of warranty.

It is very important that you read the full contract wording carefully and, if you are unsure or unable to comply, please contact K.M. Dastur & Company Limited immediately.

Conditions Precedent

Please take note of any conditions precedent that appear in the Contract Endorsement. If a condition precedent to the validity of this Contract Endorsement or the commencement of the Contract Endorsement is not complied with, the Insurers will not come on risk. If a condition precedent to the Insurer's liability under this Contract Endorsement is not complied with, the Insurers will not be liable for the loss in question. A condition precedent may exist in the contract using other terminology and without reference to the words "condition precedent".

It is very important that you read the full contract wording carefully and, if you are unsure or unable to comply, please contact K.M. Dastur & Company Limited immediately.

Subjectivities

If the cover provided is granted by Insurers subject to certain requirements, failure to comply may result in cover not being in place. Please contact K.M. Dastur & Company Limited immediately if you are unsure as to the meaning of a subjectivity, or are unable to comply.

Under-Insurance

It is important that you review your cover and sums insured to avoid under-insurance (when the sum insured is not enough to cover the maximum possible loss or damage) as this may affect the settlement amount in the event of a claim.

Claims Notification

The immediate notification of claims is a requirement of all insurance contracts and failure to comply with this might prejudice the position should a claim occur. It is therefore essential that K.M. Dastur & Company Limited are advised immediately of any claim made against you or of any occurrence which may give rise to a claim under this contract.

**For and on behalf of
K.M. Dastur & Company Limited**

Authorised Signatory

Authorised Signatory

RISK DETAILS

TYPE: Air Meet Liability Insurance

INSURED: Withernsea Blue Light Weekend

NAME AND LOCATION OF AIRMEET: Withernsea Blue Light Weekend
22 Seacroft Road
Withernsea
East Yorkshire
HU19 2NY

PERIOD: 11th August 2024 One Day Only

INTEREST: The Insured's Legal Liability for Bodily Injury and/or Property Damage caused by an Occurrence arising out of the organisation and/or sponsorship by the Insured of the Air Meet specified above.

LIMIT OF LIABILITY: Combined Single Limit (Bodily Injury / Property Damage)
GBP 5,000,000 any one Occurrence
Legal Costs and Expenses payable in addition.

DEDUCTIBLE: Property Damage Deductible: GBP 500 each and every Occurrence

CONDITIONS: Global Aerospace Air Meet Liability Global 147 (amended as attached) which includes the following:
War, Hi-Jacking and Other Perils Exclusion Clause (Aviation) AVN48B.
Noise and Pollution and Other Perils Exclusion Clause AVN46B.
Date Recognition Exclusion Clause AVN2000A
Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.
Asbestos Exclusion Clause 2488AGM00003.
Nuclear Risks Exclusion Clause AVN38B (amended to apply to liabilities only).
General Exclusion 2 is amended to read as follows:
Liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement.
Notwithstanding the above, Insurers agree to include the following additional Insureds:
Event Organisers:
Andrew Medcalf, David Pension, Kerri Dawson, Kristina Richardson, Christopher Morfitt, Ann Bell and Sgt Dave Walker.
Flying Display Director:
Mr Barry Neal
Mrs Neal

The Flying Display Director and/or Deputy Flying Display Director, The Flying Control Committee and/or any Flight Information Service Officer(s) and/or any Air Ground Radio Operator and/or any Assistant Flight Information Service Officer(s) and/or any Volunteer Staff and/or any Event Sponsor and/or any Public Address System Provider(s).

In each case for their respective rights and interests.

Nothing contained herein shall be construed to extend the coverage of this Policy to risks not otherwise insured hereunder and the inclusion of all such additional Insureds shall be subject to the terms, conditions, limitations and exclusions of this Policy.

The term "Insured" means the Insured specified in Item 1 of the Schedule and shall include

- a. directors, officers and employees of the Insured whilst acting within the scope of their duties on behalf of the Insured, and
- b. independent contractors whilst acting within the scope of the authority delegated to them by the Insured.

At the option of the Insured at the time of any claim, such directors, officers, employees and contractors may also be included whilst using their own vehicles within the confines of any airport for the purposes of travelling to and from their place of work.

Where work is carried out by casual, part time or subcontracted labour on behalf of the Insured such persons shall be deemed to be employees of the Insured.

All Conditions Precedent are amended to apply as General Conditions (which will consequently be renumbered).

The following cancellation clause applies:

This Policy is non-cancellable except by mutual consent.

The Limitation of Liability condition is deleted and replaced with Severability of Interests Clause Global 072 (amended to delete the words "The legal liability section(s) of").

The condition relating to false and fraudulent claims is deleted and replaced with Fraudulent Claims AVN100A.

Reasonable Acts Clause Global 071

Sanctions and Embargo Clause AVN111

Date Recognition Limited Coverage Clause AVN2002A (amended as attached wording)

Extended Coverage Endorsement (Aviation Liabilities) AVN52G (amended as attached wording) deleting all paragraphs of the War, Hi-Jacking and Other Perils Exclusion Clause AVN48B other than (b) with a sub-limit of **GBP 5,000,000** any one Occurrence and in the aggregate.

Personal Injury Extension AVN60A (amended as attached wording) subject to a limit of **GBP 5,000,000** in the aggregate, included within, and not in addition to, the Policy limit.

Corporate Defence Costs Extension Clause AVN 108 (amended as attached wording) subject to a limit of **GBP 5,000,000** in the aggregate. Scheduled criminal legislation per paragraph (c) None.

EU Contract Continuation Clause – AVN 121

Data Event Exclusion – LIIBA AV001

Contributory Negligence arising out of an Occurrence involving a participating Aircraft

Notwithstanding General Exclusion 5 of this Policy, Insurers hereby agree to pay on behalf of the Insured all sums, less any applicable deductible, which the Insured shall become legally liable to

pay as damages for its contributory negligence arising out of the organisation and/or sponsorship by the Insured of the Air Meet specified in Item 5 of the Schedule for Bodily Injury and/or Property Damage caused by an Occurrence involving a participating aircraft.

This extension does not cover Property Damage to any participating aircraft **unless such Property Damage was caused by the contributory negligence of the Insured.**

Coverage provided by this extension shall be subject to a limit as stated in Maximum Limit of Liability / Sums Insured any one Occurrence; such limit being included within, and not additional to, the Policy limit.

Legal Costs and Expenses payable in addition.

CHOICE OF LAW & JURISDICTION:

This Policy shall be governed by and construed in accordance with the law of England and Wales whose courts shall have exclusive jurisdiction in any dispute arising hereunder.

PREMIUM:

GBP 3,360

PREMIUM PAYMENT TERMS:

Premium payable in full at inception.

TRIA:

Not Applicable

TAXES PAYABLE BY INSURED AND ADMINISTERED BY INSURERS:

12.00% Insurance Premium Tax

TAXES PAYABLE BY INSURERS AND ADMINISTERED BY INSURED, OR THEIR AGENT:

None

PREMIUM DEDUCTIONS:

None

RECORDING, TRANSMITTING AND STORING INFORMATION:

Where K M Dastur & Company Limited maintains risk and claim data / information / documents K M Dastur & Company Limited may hold data / information / documents electronically.

INSURER CONTRACT DOCUMENTATION:

This document details the contract terms entered into by the insurer(s), and constitutes the contract document. No further documentation shall be issued.

INFORMATION

The following Information was provided to insurer(s) to support the assessment of the risk at the time of underwriting.

LOSS HISTORY: No Losses at any prior arranged Air Shows.

INFORMATION: The Location of the subject matter Air Show shall be entirely over the North Sea, 500m from the promenade of Withensea, East Riding of Yorkshire.

Estimated daily attendance 6,000

There will be no take offs and landings of fixed wing aircraft at the air show site.

There will be No Races.

All flights are display only, performed over the sea

Aircraft scheduled to perform:

Jubilee Pitts - Tom Cassells and Mike Pickin (UK champions)

Nick Lee (Tiger Moth)

MOD BBMF Spitfire & Hurricane

MOD Typhoon

Royal Navy Raiders parachute team

Content of Proposal Form seen and noted by underwriters.

SCHEDULE

ATTACHING TO UNDERWRITING CONTRACT NUMBER:

B1149 RA 0393 2024

POLICY NUMBER:

B1149 RA 0393 2024

Item 1 THE NAME OF THE INSURED:

Withernsea Blue Light Weekend

THE ADDRESS OF THE INSURED:

22 Seacroft Road
Withernsea
East Yorkshire
HU19 2NY

Item 2 THE PERIOD OF INSURANCE:

11th August 2023 (One Day Only)

Item 3 LIMIT OF LIABILITY:

Combined Single Limit (Bodily Injury / Property Damage)
GBP 5,000,000 any one Occurrence

Item 4 DEDUCTIBLE:

Property Damage Deductible: GBP 500 each and every Occurrence

Item 5 NAME AND LOCATION OF AIR MEET:

Withernsea Blue Light Weekend

22 Seacroft Road
Withernsea
East Yorkshire
HU18 2NY

Item 6 PREMIUM:

GBP 3,360

payable in full at inception.

Item 7 NAME AND ADDRESS OF FIRM TO WHOM ALL NOTICES SHALL BE GIVEN:

KM Dastur & Company Limited
Forum House
15-18 Lime Street
London EC3M 7AN

In consideration of the payment of the premium specified in the Schedule and in reliance upon the information provided by the Insured to the Insurers, Insurers agree to provide coverage in accordance with the following:

GLOBAL AEROSPACE AIR MEET LIABILITY INSURANCE

The Insurers agree to pay on behalf of the Insured all sums, less any applicable deductible, which the Insured shall become legally liable to pay as damages for Bodily Injury and/or Property Damage caused by an Occurrence arising out of the organisation and/or sponsorship by the Insured of the Air Meet specified in Item 5 of the Schedule.

DEFENCE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded under this Policy the Insurers shall

1. Have the right and obligation to defend at their cost and expense in the name of and on behalf of the Insured any suit or other proceedings, even if groundless, false or fraudulent, brought against the Insured. However, the Insurers shall have the right to make such investigation, negotiation and settlement of any claim or suit as they deem expedient. Furthermore, the Insurers shall pay all expenses incurred by the Insured with the Insurers' approval (other than the salaries of the Insured's employees and the Insured's normal office expenses) in respect of any such suit or other proceedings brought against the Insured.
2. Pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds.
3. Pay all costs taxed against the Insured in any such suit or proceedings and all interest accruing after entry of judgement until the Insurers have paid, tendered or deposited in court, such part of such judgement as does not exceed the applicable limit of liability of this Policy. The Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of liability of this Policy bears to the amount of such judgement.

The amounts incurred under this clause, except settlements of claims and suits, are payable by the Insurers in addition to the limit of liability of this Policy. However with respect to any coverage which is subject to an aggregate limit hereunder the Insurers shall not be obligated to defend any suit nor to pay any costs or expenses after the applicable aggregate limit of liability of this Policy has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurers.

DEFINITIONS

BODILY INJURY

The term "Bodily Injury" means bodily injury, sickness or disease, including death at any time resulting therefrom.

INSURED

The term "Insured" means the Insured specified in Item 1 of the Schedule and shall include

- a. directors, officers and employees of the Insured whilst acting within the scope of their duties on behalf of the Insured, and
- b. independent contractors whilst acting within the scope of the authority delegated to them by the Insured.

At the option of the Insured at the time of any claim, such directors, officers, employees and contractors may also be included whilst using their own vehicles within the confines of any airport for the purposes of travelling to and from their place of work.

Where work is carried out by casual, part time or subcontracted labour on behalf of the Insured such persons shall be deemed to be employees of the Insured.

OCCURRENCE

The term "Occurrence" means an accident or a continuous or repeated exposure to conditions occurring during the Period of Insurance which results in Bodily Injury and/or Property Damage neither expected nor intended from the standpoint of the Insured.

All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise from one Occurrence.

PROPERTY DAMAGE

The term "Property Damage" means physical loss of or damage to tangible property including the resultant loss of use of such property.

GENERAL EXCLUSIONS

This Policy does not cover

1. Bodily Injury to any person who at the time of sustaining such Bodily Injury is engaged in the service of the Insured, or liability for which the Insured or their insurer may be held liable under any employer's liability, workers' compensation, unemployment compensation or disability benefits law or any similar law.
2. Liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement.

Notwithstanding the above, Insurers agree to include the following additional Insureds:

Event Organisers:

Andrew Medcalf, David Pension, Kerri Dawson, Kristina Richardson, Christopher Morfitt, Ann Bell and Sgt Dave Walker.

Flying Display Director:

Mr Barry Neal

Mrs Neal

The Flying Display Director and/or Deputy Flying Display Director, The Flying Control Committee and/or any Flight Information Service Officer(s) and/or any Air Ground Radio Operator and/or any Assistant Flight Information Service Officer(s) and/or any Volunteer Staff and/or any Event Sponsor and/or any Public Address System Provider(s).

In each case for their respective rights and interests.

Nothing contained herein shall be construed to extend the coverage of this Policy to risks not otherwise insured hereunder and the inclusion of all such additional Insureds shall be subject to the terms, conditions, limitations and exclusions of this Policy.

3. Property Damage to property owned, rented, leased or occupied by or in the care, custody or control of the Insured but this exclusion shall not apply to Property Damage to vehicles not owned, rented or leased by the Insured whilst in the Insured's care, custody or control.
4. Bodily Injury or Property Damage caused by the use of any vehicle on the road in such a manner as to require insurance or security under any domestic or international law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle on the public highway.

This exclusion shall not apply to liability arising from Occurrences within the confines of any airport

(a) if there is no such applicable law

(b) to the liability of the Insured to pay any amount which is in excess of

(i) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects insurance in respect of such liability or not

(ii) the limit of liability of the insurance effected by the Insured in respect of such liability

whichever is the greater.

5. Bodily Injury or Property Damage caused by any participant in the Air Meet or by any participating aircraft, vehicle or device.
6. Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured, after such goods or products have ceased to be in the possession or under the control of the Insured but this exclusion shall not apply to liability arising out of the supply, by the Insured, of food or drink at the location specified in Item 5 of the Schedule.
7. Bodily Injury or Property Damage caused by any aircraft owned, chartered, used or operated by or on account of the Insured.
8. Bodily Injury or Property Damage arising out of the use of pyrotechnics.
9. Claims excluded by the attached
 - (a) War, Hi-Jacking and Other Perils Exclusion Clause AVN48B.

- (b) Noise and Pollution and Other Perils Exclusion Clause AVN46B.
- (c) Nuclear Risks Exclusion Clause AVN38B (Amended).
- (d) Date Recognition Exclusion Clause AVN2000A.
- (e) Asbestos Exclusion Clause 2488AGM00003.
- (f) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.

GENERAL CONDITIONS

1. Upon the happening of any event likely to give rise to a claim under this Policy, notice in writing with full particulars shall be given to the Insurers as soon as possible. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured. The Insured shall render such further information and assistance as the Insurers may reasonably require and shall not act in any way to the detriment or prejudice of the interests of the Insurers.

All notices as specified above shall be given by the Insured to the firm named for the purpose in Item 7 of the Schedule.

2. No liability shall be admitted and no offer or promise of payment shall be made by the Insured without the written consent of Insurers.
3. The Insured shall exercise due diligence and ensure that all reasonable safeguards and precautions against Occurrences are provided and used.
4. The Insured shall comply with all international and government regulations and civil instructions.
5. The Insured shall, by means of fences and/or guards, take all practical steps to prevent spectators from encroaching upon that part of the location specified in Item 5 of the Schedule intended for the taxiing, launching or landing of aircraft or devices.
6. The contract for the insured Air Meet shall provide that
 - (a) it is conducted in accordance with the regulations prescribed by any airworthiness authority.
 - (b) all participants are required to comply with such regulations.
 - (c) all participants are adequately insured.
7. The Insured shall endeavour to ensure that
 - (a) an adequate force of police and civilian guards will be present to control the public and an adequate number of competent marshals and stewards will be provided to control the movements of aircraft, vehicles and devices.
 - (b) no pylons are placed less than the distance approved by a duly authorised inspector of any airworthiness authority.
 - (c) no glider shall be towed over spectators.
 - (d) no part of any race shall be over an area reserved for spectators. All participants in the Air Meet shall be specifically instructed to avoid flying over spectators and also be made aware of the landing and take-off regulations to apply. In the event that prevailing winds make it necessary for take-offs to be made in the direction of the spectators, such take-offs shall be made only in an area specified and in a manner specified by a duly authorised inspector of any airworthiness authority, but every effort must be made to avoid taking off directly towards spectators.
8. The insurance afforded under this Policy shall be excess insurance over any other valid and collectible insurance available to the Insured.
9. This Policy is non-cancellable except by mutual consent.
10. If after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately.
11. An Insured shall not in the presentation and furtherance of any claim:
 - (a) deliberately or recklessly conceal from Insurers any information which the Insured knows or ought to know might be

material to their consideration of any claim;

- (b) provide to Insurers information, which the Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
- (c) otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability

In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to such Insured.

In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:

- (i) terminate the cover provided by all sections of the Policy to such Insured with effect from the date that such information was provided;
- (ii) recover any sums paid to such Insured in respect of losses occurring on or after the date that such information was provided; and
- (iii) retain any and all premium paid by such Insured.

If any provision of this clause is in conflict with the law governing the Policy it shall be of no effect to the extent of such conflict.

12. This Policy shall operate in all respects as if issued separately to each party insured but the total liability of the Insurers in respect of any or all parties insured shall not exceed the Policy limit.
13. This Policy shall be governed by and construed in accordance with the law of England and Wales whose courts shall have exclusive jurisdiction in any dispute arising hereunder.
14. In the event of any payment under this Policy the Insurers may exercise their rights of recovery against any responsible party.
15. This Policy may not be assigned in whole or in part except with the consent of the Insurers.
16. The coverage provided by this Policy shall not be invalidated by any reasonable act by or on behalf of the Insured for the purpose of protecting persons or property.
17. Notwithstanding anything to the contrary in the Policy the following shall apply:
 - (a) 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.
 - (b) 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.
 - (c) In the event of any law or regulation becoming applicable during the Period of Insurance 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.

ATTACHMENT ONE

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

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).

AVN48B
1.10.96

ATTACHMENT TWO

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 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.
2. With respect to any provision in the 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 Paragraph 1 or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 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 claims covered by the Policy:
 - (i) damages awarded against the Insured and
 - (ii) defence fees and expenses incurred by the Insured.

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

AVN46B
1.10.96

ATTACHMENT THREE

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 to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A
14.03.01

ATTACHMENT FOUR

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

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.

AVN72
9.2.2000

ATTACHMENT FIVE

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 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 collision or a recorded in-flight emergency causing abnormal aircraft operation.

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

2488AGM00003

ATTACHMENT SIX

NUCLEAR RISKS EXCLUSION CLAUSE

- (1) This Policy does not cover 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.
- (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 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.
- (4) 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) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN38B (Amended)
22.7.96

GLOBAL 147 (Amended)
16.03.2010

ENDORSEMENT ONE

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

1. accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Period of Insurance and arising out of a risk insured under the Policy; and/or

2. accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Period of Insurance and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph 2 and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

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) applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
 - (b) in respect of grounding of any aircraft; and/or
 - (c) 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. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Period of Insurance any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2002A 21.3.01

(Applicable to non Aircraft Liability only)

ENDORSEMENT TWO**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), 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 **GBP 5,000,000** or the applicable Policy limit whichever the lesser any one Occurrence and in the 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 52G 17.10.01

ENDORSEMENT THREE

PERSONAL INJURY EXTENSION

The insurance provided by this Policy extends to indemnify the Insured for legal liability for damages awarded to any person arising out of one or more of the following offences committed during the Period of Insurance but only where such offences are committed in connection with that part of the Insured's aviation operations or interests for which other coverage is granted by the Policy:

1. False arrest, restraint, detention or imprisonment.
2. Malicious prosecution.
3. Wrongful entry, eviction or other invasion of the right of private occupancy.
4. Inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
5. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.
6. Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services but only for or on behalf of the Insured in the provision of emergency medical relief.

The following additional exclusions shall apply to this extension:

- (a) liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement,
- (b) liability arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Insured,
- (c) liability arising out of offence 5 above,
 - (i) if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
 - (ii) if such publication or utterance was made by or at the direction of the Insured with the knowledge of the false nature thereof,
- (d) liability directly or indirectly related to the past, present or potential employment of any person by the Insured.

The limit of liability applicable to this extension shall be **GBP 5,000,000** in the aggregate during the Period of Insurance being within the overall Policy limit and not in addition thereto.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

AVN60A 24.12.2004

ENDORSEMENT FOUR

CORPORATE DEFENCE COSTS EXTENSION

The coverage provided by this Extension shall only be effective and operative provided and for so long as Insurers continue to have a direct or indirect financial interest in the outcome of the relevant proceedings or inquiry (in respect of which coverage is provided under this Extension) under some other section of this Insurance.

Any payments hereunder shall only be made provided they are permissible under all applicable laws and regulations.

Following an Occurrence for which coverage is provided by this Insurance, and notwithstanding any exclusion in respect of illegal or criminal activities or dishonest acts under this Insurance, Insurers agree to pay all reasonable defence costs and expenses (other than the salaries of the Insured's employees and the Insured's other normal operating expenses) incurred by the Insured, with Insurers' consent, for representation at any court, including any criminal court, or similar proceedings brought against the Insured for an actual or alleged breach of:

- (a) UK Corporate Manslaughter Act and Corporate Homicide Act 2007 or
- (b) UK Health and Safety at Work Act or the Health and Safety at Work (Northern Ireland) Order 1978 or
- (c) criminal legislation in any other country similar to (a) or (b) as set out in the schedule attached hereto and agreed by Insurers.

Insurers shall also pay the reasonable costs and expenses (other than the salaries of the Insured's employees and the Insured's other normal operating expenses) incurred by the Insured, with Insurers' consent, in appealing against any conviction or the imposition of a remedial or publicity order (in connection with the above) provided that in the opinion of a Queen's Counsel or equivalent legal authority (to be mutually agreed upon by the Insured and Insurers) such an appeal could be made by the Insured with the reasonable probability of success.

All such costs and expenses provided for by this Extension will be payable in excess of any other insurance available to the Insured. Where any such insurance is also subject to non contribution then the amount of such costs and expenses over all insurances shall not exceed the single highest limit available under any of the insurances. In this event the liability of the Insurers under this Insurance shall be limited to that proportion of such costs and expenses which the limit of Insurers' liability bears to the overall combined limit for such costs and expenses under all insurances.

The coverage provided by this Extension does not apply to:

- (a) Excess Non Aviation Liability cover provided by this Insurance or
- (b) fines, remedial costs, publicity costs or penalties in connection with the foregoing or
- (c) defence costs and expenses incurred by natural persons in their capacity as individuals, directors, partners, officers, servants, employees, and shareholders.

Insurers' liability for all costs and expenses provided for above shall be in addition to the Limit of Liability of this Insurance but subject to an aggregate limit of **GBP 5,000,000** in respect of all matters arising out of one or more Occurrences during the Period of Insurance and whether involving one or more Insureds.

SCHEDULE

None

AVN108

24.9.09

ENDORSEMENT FIVE

EU Contract Continuation Clause

[Notwithstanding the provisions of the Euro Contract Continuity Clause LSW1820 or any cancellation provision in the Policy.]

1. In the event that a (Re)Insurer will no longer be permitted to (re)insure risks covered under this Policy due to the withdrawal of the United Kingdom from the European Union, such (Re)Insurer (hereinafter referred to as “the Exiting (Re)Insurer”) will have the right to transfer its participation hereunder to another (re)insurer permitted to (re)insure risks covered under this Policy (hereinafter referred to as “the Replacing (Re)Insurer”) provided:
 - (a) The Replacing (Re)Insurer is a member of the same corporate group as the Exiting (Re)Insurer.
 - (b) The Replacing (Re)Insurer accepts the participation of the Exiting (Re)Insurer on the same Policy terms (including premium), conditions, limitations and exclusions.
 - (c) The Replacing (Re)Insurer has a security grading not less than that of the Exiting (Re)Insurer as issued by Standard & Poor’s Insurance Rating (a division of the McGraw-Hill Companies) or successor thereof or AM Best Company Inc. or successor thereof.
 - (d) Such transfer is completed at least [45] days prior to the date that the Exiting (Re)Insurer is no longer permitted to (re)insure risks covered under this Policy. The transfer date and Replacing (Re)Insurer will be notified to the (Re)Insured via the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) within [10] days of such completion. The participation of the Exiting (Re)Insurer will transfer to the Replacing (Re)Insurer with effect from such transfer date.
2. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Policy terms up to the transfer date. Any unearned premium to be returned by the Exiting (Re)Insurer will be transferred to the Replacing (Re)Insurer with the balance (if any) being payable by the (Re)Insured to the Replacing (Re)Insurer on the existing payment terms.

The Replacing (Re)Insurer will not invoke any delay in payment of the unearned premium by the Exiting (Re)Insurer to suspend or cancel the Policy.
3. To the extent permitted, unless otherwise agreed:
 - (a) All claims payable by the Exiting (Re)Insurer will be handled by the Exiting (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation up to the transfer date and subject to Policy terms, conditions, limitations and exclusions.
 - (b) All claims payable by the Replacing (Re)Insurer will be handled by the Replacing (Re)Insurer who shall be liable for its proportion of all claims, and all legal costs and expenses relating thereto, to the extent of its participation on or after the transfer date and subject to Policy terms, conditions, limitations and exclusions.
 - (c) All monies, other than claims, payable as between the Exiting (Re)Insurer and the Replacing (Re)Insurer under or by reason of this Policy shall be payable in proportion to their participation effective up to or after the transfer date respectively.
4. In the absence of notification of such transfer to the Appointed Broker/Intermediary in writing (which includes via email or other electronic messaging service) [30] days prior to the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Policy, the participation of the Exiting (Re)Insurer will be terminated with effect from the date that the Exiting (Re)Insurer will no longer be permitted to (re)insure risks covered under this Policy. The premium due to the Exiting (Re)Insurer will be calculated at pro rata Policy terms up to the date of termination.

Appointed Broker/Intermediary:

KM Dastur & Company Limited
Forum House, 15-18 Lime Street, London EC3M 7AN

AVN 121 16.06.2017

ENDORSEMENT SIX

DATA EVENT EXCLUSION LIIBA AV001

This Policy excludes:

- (1) any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:
 - (a) a delay in, cancellation of or non-provision of air transportation and associated services;

(b) unauthorised access to and/or use of a person's or organisation's confidential, proprietary or personal information;

(2) Property Damage to Electronic Data arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Policy caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used herein:

"Data Event" means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Electronic Data.

"Electronic Data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

SECURITY DETAILS**INSURER'S LIABILITY: (RE)INSURERS LIABILITY CLAUSE****(Re)insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21/6/07
LMA 3333



Evidence of Cover

Contract Risk Reference: RA 0393 2024

SECURITY:

100.00 % La Réunion Aérienne London Limited on behalf of:
Assicurazioni Generali SpA – UK Branch 100.00%

100.00 %