



AIRCRAFT INSURANCE - ENDORSEMENT SCHEDULE

GENERAL INFORMATION

Unique Market Ref No:	B04440364A22AA		
Policy Type:	Agile Underwriting - Aircraft Insurance Policy		
Policy No:	101B1254122K	Currency:	AUD
Effective Date:	18/08/2023		
Details:	Increase section 1 sum insured		
Inception Date:	30/11/2022	Expiry Date:	30/11/2023 @ 1600hrs LST
Named Insured:	Bathurst Aero Club Ltd		
Address:	PO Box 332 BATHURST, NSW,, 2795		
Interested Parties:	Nature of Interest:		
Stella Aviation Pty Ltd T/as Wardair Flight Training	Additional Operator		
Merit Aviation Pty Ltd	Additional Operator		
Panair Flight Training	Additional Operator		
Indi Flights Pty Ltd	Additional Operator		
Learn2fly	Additional Operator		
Broker:	Insurance House Pty Ltd		

GEOGRAPHICAL LIMITS

Australia

PARTICULARS OF AIRCRAFT

Registration:	VH-BAC	Make/Model:	Cessna 172S	Passenger Seats:	3
Sum Insured:		Extent of Cover:		Section1 Deductible:	
-Section1:	\$330,000	Flight Taxying and Ground risks		1.0% of the Section 1 sum insured, each and every claim (min \$1,000), excluding total loss/constructive total loss. Section 2/3 not applicable.	
-Section2/3 Combined Single Limit:	\$10,000,000	Flight Taxying and Ground risks			
Damage by Aircraft Act sub limit	Not Applicable				
Standard Uses:	Private, Business & Pleasure, Rental, Instruction including Ab-Initio Instruction				
Other Uses:	Aero Club competitions				
Named Pilots:	n/a				
Pilot Warranty:	Duly licensed pilots as approved by the insured and/or operator				

CLAIMS NOTIFICATIONS

Notice of any event likely to give rise to a claim under this Policy is to be submitted via email as soon as possible: aviationclaims@agileunderwriting.com

POLICY ENDORSEMENTS

Description	Extent of Coverage/Applicable Limit:
DELETION OF PRO RATA CONTRIBUTION CLAUSE	
EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E	
LIABILITY TO PILOTS AND CREW CLAUSE AVN73	
PREMIUM PAYMENT CLAUSE AVN6A	Quarterly
WAIVER OF SUBROGATION - AIRCREW	

SIGNED:



August 21, 2023

Authorised Signatory:

Date:

Agile Underwriting Services Pty Ltd (ABN 48 467 908 243, AFS Licence No. 483374) trading as **Agile Aviation Underwriting Services** underwrites on behalf of **certain Underwriters at Lloyd's**, and acts as agent for the Underwriters in performing its duties under its Binding Authority Agreement.

POLICY ENDORSEMENTS

The terms, exclusions, conditions and definitions of the Policy continue to apply unless inconsistent the Endorsements that follow hereunder. In the event of and to the extent of such inconsistency the Endorsements shall take precedence.

DELETION OF PRO RATA CONTRIBUTION CLAUSE

It is hereby noted and agreed that Section 1.14(b) of this Policy is deleted only in respect of piston engined, fixed wing aircraft shown on the Schedule as insured under this Policy.

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52E

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 subparagraphs other than (b) of paragraph 10 of Section IV 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 sub-paragraph (a) of paragraph 10 of Section IV 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 \$50,000,000 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 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 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.

LIABILITY TO PILOTS AND CREW CLAUSE AVN73

It is hereby understood and agreed that notwithstanding any exclusions specifically relating to pilots and operational crew in the Section of this Policy covering the liability of the Insured to passengers, such coverage shall extend to include the liability of the Insured to the pilots and operational crew of the insured Aircraft, but excluding liability required to be insured under the terms of any employers' liability, workmans' compensation legislation or similar legislation.

PREMIUM PAYMENT CLAUSE AVN6A

Quarterly

1. It is understood and agreed that the premium due at the inception of this Policy shall be payable in the following instalments:

30-11-22 25% of the annual premium

28-02-23 25% of the annual premium

30-05-23 25% of the annual premium

30-08-23 25% of the annual premium

2. In the event of a claim hereunder which exceeds the instalments of premium paid on this Policy, the instalments of premium then outstanding on the aircraft that is the subject of the claim shall become payable forthwith.

WAIVER OF SUBROGATION - AIRCREW

Insurers agree to waive their rights of subrogation under Section 1 of this Policy against the aircrew of the insured Aircraft subject to the Policy terms and conditions other than in respect of:

1. flights undertaken by Maintenance & Repair Organisations qualified aircrew, and
2. aircrew who knowingly perform their nominated duty in a manner contrary to law or if they are company pilots, contrary to their employer's policy.