

Broadform Liability Schedule

Policy Number	62A378607PLB
Name of Insured:	Hang Gliding Federation of Auistralia
Name of Broker:	Arthur J Gallagher
Business Description:	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:	from 4:00pm on the 31/3/2017 to 4:00pm on the 31/3/2018
Date of Quote:	Thursday, 27 April 2017
Limit of Liability:	\$20,000,000 Public Liability Any One Occurrence and \$20,000,000 Product Liability in the Aggregate Any One Period of Insurance
Deductible:	Personal Injury: \$1,000 Any One Occurrence (costs inclusive) Property Damage: \$1,000 Any One Occurrence (costs inclusive)
Wording:	Arthur J Gallagher General & Products Liability Wording version 2.0 1214 amended and list of endorsements as agreed ALL ENDORSEMENTS ARE AS PER FOLLOWING LIST

List of Endorsements:**O01 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 therewith, by the Insured or any person for whose breaches the Insured may be held legally liable.

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, bush walking, horse riding, water activities and/or watercraft activities or similar activities.

K50 EXPANDED BUSINESS DESCRIPTION

Your 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.

J39 EVENT CONTRACTORS EXCLUSION

The following additional Exclusion is added to this 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.

J04 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 You or on Your behalf of:

- (a) any airport, aerodrome, airstrip, heliport or any other area where aircraft or aerial devices take off or land;
- (b) any aircraft hangar or any other area used for storing, sheltering, servicing, maintaining or parking aircraft or aerial devices.

Indemnity Endorsement

This Policy indemnifies Federal and State Governments including their Statutory Bodies and Agencies, Shire and City Councils and Owners of Private Land and Property from which our Insured has hired premises in respect of any loss or damage arising from any claim that may be brought by any person against Federal and State Governments including their Statutory Bodies and Agencies, Shire and City Councils and Owners of Private Land and Property where such liability is directly resultant from the negligence of Hang Gliding Federation of Australia, subject always to the extent of coverage and the limit of liability provided by this policy. Indemnity will not be provided however where any claim arises from the negligence of Federal and State Governments including their Statutory Bodies and Agencies, Shire and City Councils and Owners of Private Land and Property.

Property Owner Indemnity Endorsement

This Policy extends to indemnify, and we shall waive rights of recourse where required against owners of property or land being used for the insured's activities and organisers of events being held under the auspices of the Hang Gliding Federation of Australia, arising out of indemnity and/or hold harmless agreements entered into by the Insured and existing during the period of insurance. Other than as amended above, the terms, definitions, exclusions and conditions of this Policy shall continue to apply.

Named Insured endorsement

Section 7 'Definitions' is extended to include the following:

(i) 7.33 'Named Insured' means: Hang Gliding Federation of Australia Incorporated

(ii) 7.34 'Insured Person' means:

- a. Financial Member State Associations and/or Member Schools, Clubs Affiliated with Hang Gliding Federation of Australia Incorporated the 'Named Insured'
- b. every contractor and sub-contractor to whom the Named Insured is obligated by virtue of any contract or 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 Limits of Liability as are provided by this Policy.

Insured Person endorsement

It is agreed and noted that any Insured Person is entitled to the same level of cover under this policy as the 'Insured' as defined in section 7 definition 7.11 'Insured'.

Cancellation Endorsement

Section 6. Conditions 6.3 (a) 'Cancellation by the insured' is deleted.

PROPERTY IN PHYSICAL OR LEGAL CONTROL CLAUSE
 5.19 (F) IS LIMITED TO \$500,000 AND COSTS AND
 EXPENSES CLAUSE 3.5(A) AND (B) IS ALSO LIMITED TO
 \$250,000.

SPECIFIED MEMBER CLUBS

South Australia
 SAGHPA
 Victoria
 VHPA
 Dynasoarers Hg Club
 Fly Killarney Inc
 Melbourne Hg Club
 North East Vic Hg Club
 Skyhigh Paragliding Club
 Southern Microlight Club
 Victorian Air Hogs
 Western Victorian Hg Club
 Tasmania
 THGPA
 New South Wales
 NSWHGPA
 Blue Mountains Hg Club
 Central Coast Sky Surfers
 East Oz Microlight Club
 Illawarra Hg Club
 Kosciusko Alpine Paragliding Club
 Manilla Skysailors Inc
 Newcastle Hang Gliding Club
 Northern Beaches Hang Gliding Club
 Northern Rivers Hg & Pg Club
 Pico Club
 Sky Hawks
 Stanwell Park Hg & Pg Club
 Sydney Hang Gliding Club

SPECIFIED MEMBER CLUBS CONTINUED:

Sydney Hang Gliding Club
 Sydney Paragliding & Hang Gliding Club
 Mid North Coast Flyers
 Western Australia
 HGAWA
 Cloudbase Paragliding WA
 Goldfields Dust Devils
 WA Hill Flyers Inc
 Sky Pirates Ppg Club
 Western Microlight Club
 Western Soarers
 Australian Central Territory
 ACTHPA
 Dusty Demons
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 Queensland
 SEQHGA
 NQHGA
 Cairns Hang Gliding Club
 Canungra Hang Gliding Club
 Capracornia Flyers
 Paradise Flyers
 Sunshine Coast Sports Aviators
 Toowoomba & District Hg & Pg Club
 Townsville Hg Club
 Northern Territory
 Alice Springs Hg & Pg

Important Notices

This Policy Schedule details the cover selected by those defined hereunder as 'Insured' for this Group Policy.

It is a legal contract between the Insured and QBE to effect a Group Policy, and forms part of and must always be read in conjunction with the Arthur J Gallagher – General and Products Insurance Policy 2.0 1214.

The Insured pays the Insurer the Premium, and the Insurer provide the Insured Persons, and if applicable the Insured, with the cover as detailed within the Policy Wording, Policy Schedule and any attaching Endorsement.

These documents must be read together as they form the contract of insurance with QBE.

Group policies: The Insured Persons right to access insurance cover

This Policy is a group policy which the Named Insured as shown within the Policy Schedule has entered into with QBE for the Period of Insurance.

The access to cover under this Group Policy is provided to the Insured Persons if the Insured Persons meets the eligibility criteria of the Insured. The access to the benefit of cover under this Policy is provided to the Insured Persons solely by operation of section 48 of the Insurance Contracts Act 1984 (Cth).

The Insured Persons have no right to cancel or vary the Policy – only the Named Insured and QBE are able to vary. If QBE does so they do not need to obtain an Insured Persons consent .

QBE does not provide the Insured Persons with any notices in relation to this Policy. We only send notices to the Named Insured which is the only entity which We have a contractual obligation to.

Insured Persons are not obliged to accept any of the benefits of this Group Policy, but where the Insured Persons makes a claim under this Group Policy, the Insured Persons will be bound by the terms, Conditions, limitations and Exclusions set out in the Group Policy and Policy Schedule or any Endorsements attached thereto.

It is important to note that QBE does not hold the cover(s) or benefits provided under the Group Policy on trust or for the Insured Persons benefit or on their behalf. .

The Insured does not:

- act on behalf of QBE in relation to the Policy;
- provide, and is not authorised to provide, any financial product advice, recommendations or opinions about the Policy or any cover; and
- receive any remuneration or other benefits from QBE.

Where the Insured Persons are seeking to access the benefit of the Group Policy, you should consider obtaining advice as to whether it is appropriate for your needs from a person who is licensed to give such advice.

Nothing prevents the Insured Persons from entering into other arrangements regarding insurance.

To confirm if the Insured Persons have access to this Group Policy, and its currency, please contact:

Martyn Luck
 Arthur J. Gallagher Insurance Brokers
 Ph: TBC Email:martyn.luck@ajg.com.au

Aggregate Limit of Liability

The maximum amount QBE will pay for any one claim involving more than one Insured or Insured Persons under this Policy is the aggregate Limit of Liability detailed within the Policy Schedule.

If the Aggregate Limit of Liability is insufficient to pay all claims in full, then QBE will reduce each Insured and/or Insured Persons benefit proportionately