



## **SCHEDULE OF COVER**

### **Public/Products Liability**

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**OUR REFERENCE** 12040203  
**INSURER POLICY NUMBER** 511283939LCP

#### **INSURED**

Hang Gliding Federation of Australia Incorporated and

(a) subsidiary companies, organisations and other associated companies as defined under Section 50AAA of the Corporations Act 2001 (Commonwealth), and

(b) social and sports clubs (including the committees and officers from time to time of unincorporated bodies) and the trustees of the Insured's superannuation and pension funds and welfare organisations, and

(c) all organisations and other entities to whom (whether mortgagees, lessors, joint ventures or other parties with a legal or equitable interest in the Property Insured) the named Insured has a responsibility to maintain insurance;

all for their respective interests, rights and liabilities and to the extent that they are not more specifically insured, but excluding [entities that are excluded from the cover].

**Interested Parties** Nil

#### **Occupation**

Principally a 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, including pilot training, instructor certification, provision of flight training facilities, general administration, commercial property owners and occupiers.

#### **Limit of Liability**

Public Liability	\$20,000,000	any one Occurrence
Products Liability	\$20,000,000	any one Occurrence and in the Annual Aggregate during the Policy period
Advertising Injury	\$20,000,000	any one Claim and in the Annual Aggregate during the Policy period



**Sub Limit of Liability**

Product Recall Expense Not insured  
Errors and Omissions Not insured  
Retroactive Date Not insured  
Driving Risk:  
subject to a limit any one Occurrence of Not insured  
and in the Annual Aggregate Not insured  
Goods in Care, Custody and Control \$250,000

**Deductibles**

Third Party Property Damage	\$1,000
Third Party Bodily Injury	\$1,000
Work Place Injury Claims	\$1,000
All other Bodily Injury Claims	\$1,000
Exports to the United States of America and Canada Including their Protectorates	\$5,000 (Costs Inclusive)
Goods in Care, Custody and Control	\$1,000

**Policy Endorsements Applicable  
(See Attachment A for endorsement wordings):**

Workplace Injury Deductible Endorsement

Professional Advice (total) Exclusion Endorsement

Games, Match Or Sport Participation Exclusion

SPECIFIED ACTIVITIES EXCLUSION.

SPECIFIED PRODUCTS EXCLUSION.

AIRPORT / HANGAR OPERATORS EXCLUSION.

DEFINITION OF INSURED ENDORSEMENT.

INTERESTED PARTY INDEMNITY ENDORSEMENT

Indemnity to Federal and State Governments including their Statutory Bodies  
and Agencies, Shire and City Councils and Owners of Private Land and Property:

**Additional Notes**

**Attachment A -Public and products Liability Policy**

The following Endorsement(s) form part of your policy.

**Workplace Injury Deductible Endorsement**

The following additional definition is added to the policy.

"Workplace Injury Deductible" means  
the amount stated in the Schedule which is payable by the Insured in respect to Personal  
Injury to any person whilst working for or in the Insured Business and who is or was engaged  
as a contractor or subcontractor or supplied through a labour hire agency, group training



company or similar.

Other than as amended above, the terms, conditions and exclusions of the Policy shall continue to apply.

**Professional Advice (total) Exclusion Endorsement**

Exclusion 5.18 Professional Liability is deleted and replaced by the following Exclusion.

**5.18 Professional Liability**

**Liability**

- a. directly or indirectly arising out the Insured providing or failing to provide professional advice or service or any error or omission connected therewith;
- b. directly or indirectly arising out of advice, design or specification given by the Insured.

Other than as amended above, the terms, Conditions and Exclusions of the Policy shall continue to apply.

**GAMES, MATCH OR SPORT PARTICIPATION EXCLUSION ATTACHING TO AND FORMING PART OF YOUR POLICY**

The following additional exclusion is added to the Policy.

This Policy does not cover any actual or alleged liability for:

Personal Injury to any person or Property Damage to the property of any person directly or indirectly arising out of or in any way connected with, the actual participation of such person in any sport, exercise or activity such as but not limited to aerobics, athletics, football, aquatic, aerial equestrian activity, base jumping, parachuting, flying, gliding and like aerial activities.

The term Participation as used in this exclusion includes the participation, training or practice for, supervision or control of such activities.

This Exclusion does not apply to Personal Injury or Property Damage caused by any fault or defect in equipment provided by You at any location owned and/or occupied by You for the purpose of Your Business.

Other than as amended above, the terms, conditions and exclusions of the Policy shall continue to apply.

**SPECIFIED ACTIVITIES EXCLUSION**

The following additional exclusion is added to the Policy.

This Policy does not provide indemnity in respect of claims directly or indirectly arising from Personal Injury or Property Damage in connection with the following activities undertaken by You or on Your behalf:

- a. Flight which shall include the activity associated with the take-off or landing of any aircraft including but not limited to the hang glider.
- b. Advice, training, instruction, and or supervision associated with the control, guidance or otherwise of an aircraft including but not limited to the hang glider.



Other than as amended above, the terms, Conditions, Exclusions and Definitions of the Policy shall continue to apply.

#### **SPECIFIED PRODUCTS EXCLUSION**

The following additional exclusion is added to the Policy.

This Policy does not provide indemnity in respect of claims directly or indirectly arising from Your Products liability in respect of the following Products; parts, equipment and or other materials or items used by or installed in aircraft including but not limited to hang gliders.

Other than as amended above, the terms, conditions and exclusions of the Policy shall continue to apply.

#### **AIRPORT / HANGAR OPERATORS EXCLUSION ATTACHING TO AND FORMING PART OF THE POLICY**

The following additional exclusions are added to the Policy.

This Policy does not provide indemnity in respect of claims brought and or actions instituted against You in any country or territory outside The Commonwealth of Australia.

Other than as amended above, the terms, conditions and exclusions of the Policy shall continue to apply.

#### **ADDITIONAL INSURED ENDORSEMENT ATTACHING TO AND FORMING PART OF THE POLICY**

The following additional clause is added to Definitions, 7.11 Insured.

(j) every financial member club, and financial member training school / facility, of the Hang Gliding Federation of Australia Incorporated, documented and specified in the schedule of insurance.

Other than as amended above, the terms, Conditions and Exclusions of this Policy shall continue to apply.

#### **INTERESTED PARTY INDEMNITY ENDORSEMENT**

The following additional extensions are added to the Policy effective from 12 February 2016.

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 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.

#### **Indemnity to Federal and State Governments including their Statutory Bodies and Agencies, Shire and City Councils and Owners of Private Land and Property:**

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 Geographical Limits.

Other than as amended above, the terms, Conditions and Exclusions of this Policy shall continue to apply.



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**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  
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

Queensland  
SEQHGA  
NQHGA  
Cairns Hang Gliding Club  
Canungra Hang Gliding Club  
Capracornia Flyers  
Paradise Flyers  
Sunshine Coast Sports Aviators  
Toowoomba & District Hg & Pg Club



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Townsville Hg Club

Northern Territory  
Alice Springs Hg & Pg