



## **SCHEDULE OF COVER**

### **Aviation Special Liability**

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**OUR REFERENCE** 17060062

**INSURER POLICY NUMBER** 106292

**INSURED NAME**

1. Hang Gliding Federation of Australia Inc. (HGFA)
2. Individual financial members of Hang Gliding Federation of Australia Inc., and/or member State Associations and/or member schools/clubs affiliated with 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 HGFA approved training facility provided that such training is the primary business activity

each for their respective rights and interests.

**PERIOD OF INSURANCE**

From 4.00pm 31 March 2017 to 4.00pm 31 March 2018 local standard time

**ACTIVITIES**

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.

**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 \$250,000 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.

#### **Professional Liability**

This Policy excludes liability arising out of the provision of advice, the failure to advise or any breach of a professional duty owed by your or by your employees, agents or contractors except for in relation to the operational duties performed by Flying Instructors, Duty Pilots & Safety Pilots as set out in the HGFA Operations Manual, Section 5, and Senior Safety Officers when issuing pilot endorsements.

#### **Joint Insureds/Cross Liability**

The inclusion of more than one person or entity as Insured under this Policy shall not affect the rights under this Policy in respect of any claim brought by another of the Insured. Each of the parties will be considered as a separate and distinct unit and the words you, your, yours or Insured will be considered as applying to each party in the same manner as if a separate Policy had been issued to each of them, provided that nothing in this clause will result in an increase of Our Limit of Indemnity in respect of any Occurrence or Period of Insurance.

#### **Indemnity and Waiver**

It is understood and agreed that 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.

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.

This extension is subject to the terms, exclusions, conditions and limitations of the Policy and the observance thereof by the parties so described.

**Insurer**                      QBE Insurance (AUSTRALIA) Limited



Arthur J. Gallagher  
BUSINESS WITHOUT BARRIERS™  
*Incorporating OAMPS Insurance Brokers*