

AIRCRAFT INSURANCE POLICY

SCAIB2021CC

Headings are inserted for the purpose of convenient reference only and are not to be deemed part of this Policy. Otherwise, wherever words or phrases appear in bold in this Policy they will have the meanings shown in the Definitions.

INTRODUCTION

To the extent that this Policy is a consumer insurance contract within the meaning of the Consumer Insurance (Disclosure and Representations) Act 2012, (meaning a contract of insurance between an individual who enters into the contract wholly or mainly for purposes unrelated to the individual's trade, business or profession ('**the Insured**') and a person who carries on the business of insurance ('**the Insurer**')) the provisions of this Policy shall, as between **the Insured** and **the Insurers**, be read subject to the provisions of the said Act.

Please keep this Policy in a safe place – **you** may need to refer to it if **you** have to make a claim.

The Introduction section of this Policy and all other Sections of this Policy are a single document and are to be read as one contract and sets out the terms and conditions of the insurance between **you** and **the Insurers**.

The Insurers will, in consideration of the payment of the premium, insure **you**, subject to the terms and conditions of this Policy, against the events set out in the operative Sections occurring during the **Period of Insurance** or any subsequent period for which **the Insurers** agree to accept payment of premium.

Please read this Policy carefully and make sure that it meets **your** requirements. It is important that:

- **You** check that the Sections of coverage **you** have requested are included;
- **You** comply with **your** duties under each Section and under this Policy as a whole.

You should regularly review **your** cover to ensure that it is adequate and continues to meet **your** requirements.

If any corrections are necessary **you** should contact **your broker** through whom this Policy was arranged or **the Insurers** directly if there is no broker used. If **you** have any questions relating to this Policy or **you** do not understand any of the terminology used please refer to **your broker** or to **the Insurers** directly, as applicable, for an explanation of how this will affect the coverage **you** have purchased.

Details of **the Insurers**:

NEWPOINT REINSURANCE COMPANY LIMITED
Suite 7, Henville Building
Main Street Charlestown
Nevis
(St. Kitts & Nevis)

T: +1 (869) 469 5501

E: info@npre.kn

Details of the Broker:

Sydney Charles Aviation Insurance Brokers
7 Old Aylesfield Buildings
Froyle Road, Alton
Hampshire, GU34 4BY
T: + 44 (0) 1420 88 664
E: info@sydneycharles.co.uk

This Policy is arranged in different Sections as follows:

Policy Schedule	This details the information that you have provided and the Sections of this Policy that apply to you including the Limits of liability for each Section of cover you have purchased.
Definitions	This defines the meaning of certain words and phrases used in this Policy.
Section 1	Physical Loss of or Damage to Aircraft . This covers you for physical loss of or damage to your Aircraft . It includes the Conditions of cover and Exclusions relating to circumstances where the Insurers will not pay a claim.
Section 2	Legal Liability to Third Parties (Other than Passengers). This covers you for your legal liability to third parties arising from your use of the Aircraft . It includes the Conditions of cover and Exclusions relating to circumstances where the Insurers will not pay a claim.
Section 3	Legal Liability to Passengers This covers you for your legal liability to passengers (including passenger baggage and personal effects) arising from your use of the Aircraft . It includes the Conditions of cover and Exclusions relating to circumstances where the Insurers will not pay a claim.
Defence and Settlement Payments	This describes when the Insurers will defend you in any legal proceedings and how costs will be paid relating to any liability claims under Sections 2 and 3 of this Policy).
General Exclusions	There are a number of General Exclusions relating to circumstances where the Insurers will not pay a claim. These apply to all Sections of this Policy.
General Conditions	There are a number of General Conditions which you must observe and comply with. If you breach any of these General Conditions this may render your claim null and void or reduce the amount payable or the Insurers may treat this insurance as though it never existed. These apply to all Sections of this Policy.

In addition to the above the following two clauses also apply to ALL Sections of this Policy:

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SANCTIONS CLAUSE

The Insurers will not provide any benefit under this Policy to the extent that providing cover, payment of any claim or the provision of any benefit would breach any sanction, prohibition or restriction imposed by law or regulation.

All as more fully detailed in the Sanctions and Embargo Clause AVN 111 contained in this Policy

INFORMATION YOU HAVE GIVEN TO THE INSURERS

In deciding to accept this Policy and in setting the terms and premium, **the Insurers** have relied on the information **you** have given to **them** via **your broker** or to **them** directly. **You** must take care when answering any questions **they** ask by ensuring that all information provided is accurate and complete.

If **the Insurers** establish that **you** deliberately or recklessly provided **them** or **your broker** with false or misleading information **they** may treat this Policy as if it never existed and decline all claims. Please see Condition 10 in 'General Conditions Applicable to All Sections'

If **the Insurers** establish that **you** were careless in providing the information that **they** have relied upon in accepting this insurance and setting its terms and premium **they** may:

- treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. **The Insurers** will only do this if **they** provided **you** with insurance cover which **they** would not otherwise have offered;
- amend the terms of this Policy. **The Insurers** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- charge **you** more for **your** insurance or reduce the amount **the Insurers** would pay on a claim in the proportion that the premium **you** have paid bears to the premium **they** would have charged **you**;
or
- cancel this Policy in accordance with the Right to Cancel condition noted below.

Your broker or **the Insurers** will write to **you** if:

- **the Insurers** intend to treat this Policy as if it never existed; or
- **the Insurers** need to amend the terms of this Policy; or
- **the Insurers** require **you** to pay more for **your** insurance.

CHANGES IN THE INFORMATION YOU HAVE GIVEN TO THE INSURERS

In respect of information provided to **the Insurers** either directly or via **your Broker** before or during the **Period of Insurance**, **you** should notify **the Insurers** as soon as reasonably practicable of any changes. Examples of information that should be notified to **the Insurers** are changes to the following information:

- (a) the purpose for which **your Aircraft** will be used;
- (b) the geographical area where **your Aircraft** will be operated;
- (c) the location where **your Aircraft** will usually be kept;
- (d) the ownership of **your Aircraft**;
- (e) the details of the pilots who will fly **your Aircraft**;

Or;

- (f) changes in the Certificate of Airworthiness from the aviation authority having relevant jurisdiction over **your Aircraft**.

When notified of a change **your broker** or **the Insurers** will inform **you** if this affects this Policy. For example, **the Insurers** may require an adjustment to the premium, amend the terms of this Policy or cancel this Policy in accordance with the Right to Cancel provision below.

COOLING OFF PERIOD

If **you** change **your** mind for any reason about continuing with this Policy **you** are entitled to cancel by writing to **your broker** within fourteen (14) days of either:

- the date **you** receive this Policy; or
- the start of the **Period of Insurance**

whichever is the later.

If there is no broker used, please contact **the Insurers** directly.

Your signed notice of cancellation letter should be sent to **your broker** or **the Insurers** directly. Provided that there have been no claims made by **you**, the premium paid will be returned minus an administration fee of £25.

RIGHT TO CANCEL

After the cooling off period **you** have a right to cancel this Policy at any time in writing. **Your** signed notice of cancellation letter should be sent to **your broker** or, if there is no broker used, to **the Insurers** directly.

If **you** cancel this Policy **the Insurers** will return a proportion of the premium in respect of the unexpired **Period of Insurance**, in accordance with General Condition Item 15 less an administration fee of £25. This will be done within thirty (30) days of the receipt of the notice of cancellation by **the Insurers**.

The Insurers can cancel this Policy for any valid reason by giving **you** thirty (30) days' notice in writing, or at **your** option, scanned or attached to an email. A valid reason would include:

- non-payment of premium;
- a change in risk, where cover can no longer be provided;
- non-cooperation or failure to supply information/documentation;
- threatening or abusive behaviour.

If **the Insurers** cancel this Policy, **they** will return a pro rata portion of the premium in respect of the unexpired **Period of Insurance** unless the circumstances set out in the paragraphs 'Information **you** have given to **the Insurers**' and 'Changes in the Information **you** have given to **the Insurers**' above apply. This will be done within thirty (30) days of the date the notification of cancellation is effective.

Any return premium due to **you** will depend on how long this Policy has been in force and whether **you** have made a claim.

There will be no return of premium in respect of any **Aircraft** on which a loss is paid or is payable under this Policy.

COMPLAINTS PROCEDURE

While both **Insurers** and your intermediary will make every effort to maintain the highest standards we recognise that there may be some occasions when we fail to satisfy the particular requirements of our customers. In these circumstances firstly contact the intermediary or organization that sold you this insurance. They will deal with your complaint in accordance with the FCA's complaints procedure, and a copy of this is available from your intermediary upon request. Please quote your Policy number which is on your Insurance Schedule.

If during the course of their investigation, it is necessary for your intermediary to refer your complaint to **Insurers**, we have in place procedures to investigate and remedy any area of concern. We will deal with you in an open and fair manner, but if you still feel that we have been unable to resolve the matter to your satisfaction then please contact **Insurers**

If you are still unhappy with the service you have received you may contact the Nevis Financial Services Regulatory Commission by telephone in normal office hours on +1 (869) 469 - 1469

Their postal address is:

PO Box 689
Main Street
Charleston
Nevis
(St. Kitts & Nevis)

GENERAL DATA PROTECTION REGULATION (GDPR)

Your data is held in accordance with the General Data Protection Regulation. Please refer to the Newpoint Reinsurance Company Limited Privacy Notice attached hereto which explains how your data will be collected and dealt with, and your rights concerning that data.

DEFINITIONS

1. "**Aircraft**" means the aircraft specified in Item 3 of the Policy Schedule together with the engine(s) and standard instruments and equipment usually installed in or on the aircraft whilst:
 - (a) installed in or on the aircraft;
 - (b) temporarily detached from the aircraft;
 - (c) detached from the aircraft for replacement until the "commencement of the operation of fitting" the replacement item, at which time the replacement item shall be considered part of the aircraft.
 - (d) "commencement of the operation of fitting" means from the moment the item ceases to be in contact with the ground or the trolley/stand on which it is located when the process of fitting it to the aircraft is commenced.
2. "**Bodily Injury**" means physical injury, sickness, disease, disability, shock, fright or mental anguish including death at any time resulting therefrom.
3. "**Deductible**" means the amount that is to be paid by **the Insured** and is deducted from each claim. If a claim is less than the amount of the **deductible** then **the Insured** will bear all of the claim.
4. "**Flight**" means from the time the **Aircraft** moves forward in taking off or attempting to take off, whilst in the air, and until the **Aircraft** completes its landing run. A rotary-wing **Aircraft** shall be deemed to be in **Flight** when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
5. "**Force Majeure**" means unusual and unforeseeable circumstances beyond the control of **the Insured**, the consequences of which could not have been avoided.
6. "**Ground**" means whilst the **Aircraft** is not in **Flight** or **Taxiing** or **Moored** but includes coverage for maintenance/testing and engine running other than for the purpose of actual air transit by any person competent for the purpose and flights required for the purposes of sales demonstration, positioning, test, maintenance and delivery not exceeding 5 hours.
7. "**Insured**" means the person or organisation named in the Policy Schedule and is extended to include their officers, servants, agents or employees and the crew of the aircraft whilst acting within the scope of their duties on behalf of the Insured named in the Policy Schedule.
8. "**Moored**" means while the **Aircraft** is afloat and made fast to its moorings, or is being launched or hauled up.
9. "**Occurrence**" means an accident or a continued or repeated exposure to conditions occurring during the **Period of Insurance**, which results in **Bodily Injury** and/or **Property Damage** which is neither expected nor intended from the standpoint of **the Insured**. All liability arising out of the exposure to substantially the same general conditions shall be deemed to arise out of one **Occurrence**.
10. "**Overhaul Cost**" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the **Overhaul Life** of the damaged or a similar **Unit**.
11. "**Overhaul Life**" means the amount of use, or operational and/or calendar time which, according to the aviation authority having relevant jurisdiction over the **Aircraft**, determines when overhaul or replacement of a **Unit** is required.

12. **“Period of Insurance”** means the length of time for which this Policy is in force, as shown in the Policy Schedule and for which **you** have paid and **the Insurers** have accepted a premium.
13. **“Property Damage”** means physical loss of or damage to or destruction of tangible property, including the resultant loss of use of the property.
14. **“Risks Covered”** – The definitions 4., 6., 8. and 17. are the risks which can be covered by the Policy. The **Risks Covered** for each **Aircraft** insured by this Policy are as specified in Item 3 (5) of the Policy Schedule.
15. **“Standard Uses”** means use of Aircraft within Definitions (a) to (e) below other than for Special Uses or Special Rental Uses.
 - (a). "Private Pleasure" means use for private business and pleasure purposes including all forms of instruction (but excluding ab-initio instruction, unless specifically included by Endorsement) and for the Insured's business or profession, but excluding any use for hire or reward.
 - (b). "Business" means the uses specified in Private Pleasure and use of Aircraft for business or professional purposes including use for the transportation of executives, employees, guests of the Insured and their accompanying baggage and cargo but NOT use for hire or reward.
 - (c). "Commercial" means the uses specified in Business and use of Aircraft for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
 - (d). "Rental" means rental, lease, charter or hire of Aircraft by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured.
 - (e). "Club" means the uses stated in Private Pleasure and Business plus uses stated in Rental plus specifically amended to include rental to Club members, all forms of instruction including ab-initio instruction, the carriage of passengers/cargo/mail for hire or reward, parachuting and glider towing.
16. **“Special Uses”** means use of **Aircraft** for flight instruction (except continuation training as provided for in Definition 15 (a), competition aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard. No cover is provided unless details of the use(s) are declared to **the Insurers** and specified in Item 6 (2) of the Policy Schedule.
17. **“Taxiing”** means movement of the **Aircraft** under its own power other than in **Flight**. **Taxiing** shall not be deemed to cease merely by reason of a temporary halting of the **Aircraft**.
18. **“Total Loss”** means:
 - (a) physical damage to the **Aircraft** where in the opinion of **the Insurers**:
 - (i) the **Aircraft** is damaged to such an extent that it cannot be repaired; or
 - (ii) the cost of repairing the **Aircraft** is estimated to exceed its Agreed Value.
 - (b) the disappearance of the **Aircraft** if it cannot be located 30 days after:
 - (i) the commencement of **Flight**; or
 - (ii) the date on which the theft was reported to **the Insurers**.

19. **“Transported/Transit”**

means while the aircraft is being moved from one place to another other than by flying or taxiing as defined.

20. **"Unit"** means a part or an assembly of parts (including any sub-assemblies) of the **Aircraft** which has been assigned an **Overhaul Life** as a part or an assembly. An engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall constitute a single **Unit**.

21. **“We / our / they / them / the Insurer / the Insurers”** means **the Insurers** named in the Introduction.

22. **“Your broker”** means the broker named in the Introduction.

23. **“You / your / Insured / the Insured / the Insured’s”** means the person or persons named in Item 1 of the Policy Schedule as **the Insured**.

SECTION 1 – PHYSICAL LOSS OF OR DAMAGE TO AIRCRAFT

1. Coverage

- (a) **The Insurers** will pay for physical loss of or damage to the **Aircraft** occurring during the **Period of Insurance**, and arising from the **Risks Covered** as specified in Item 3 (5) of the Policy Schedule, but not exceeding the Agreed Value as specified in Item 3 (4) of the Policy Schedule less any applicable amount specified in Condition 3 (b) and (c) below.
- (b) In the event of an **Aircraft** making a forced landing, including as a result of **Force Majeure**, in any place where it is unable to take-off safely, **the Insurers** will pay for all reasonable costs, expenses or expenditure for the removal of the **Aircraft** to the nearest suitable take-off area, even if no damage has been sustained, provided always that **the Insurers'** liability for such costs, expenses or expenditure, and for any loss of or damage to the **Aircraft** does not exceed the Agreed Value of the **Aircraft** as specified in Item 3 (4) of the Policy Schedule.
- (c) For any **Aircraft** covered for the risk of **Flight**, **the Insurers** will pay in addition any reasonable emergency expenses necessarily incurred by **the Insured** for the immediate safety of the **Aircraft** consequent upon damage or forced landing, up to 10% of the Agreed Value as specified in Item 3 (4) of the Policy Schedule.

2. Exclusions applicable to this Section

This Section does not apply to:

- (a) Wear and tear, deterioration, breakdown, defect or failure however caused in any **Unit** of the **Aircraft** and the consequences arising within that **Unit**;
- (b) Damage to any **Unit** by anything which has a progressive or cumulative effect, but damage attributable to a single recorded incident is covered under paragraph 1 (a) above.

For a single recorded incident to be covered with respect to an engine **Unit** the damage must be of such severity that it requires the engine **Unit** to be immediately withdrawn from service upon first landing of the **Aircraft** to which it is attached.

HOWEVER physical loss of or damage to the **Aircraft** consequent upon 2 (a) or 2 (b) above is covered.

- (c) Theft of an **Aircraft** by an **Insured** or with their knowledge or consent.

3. Conditions applicable to this Section

(a) Dismantling, Transport and Repairs

If the **Aircraft** is damaged:

- (i) no dismantling or repairs shall be commenced without the consent of **the Insurers** except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;
- (ii) **the Insurers** will pay only for repairs and transport of labour and materials by the most economical method unless **the Insurers** agree otherwise with **the Insured**.

(b) Partial Loss

If **the Insurers** settle a claim other than on the basis of a **Total Loss** they will pay the cost of repairing the **Aircraft** less:

- (i) any applicable **Deductible** specified in Item 5 of the Policy Schedule and/or

- (ii) an amount for wear and tear of any **Unit**. This will be calculated as the proportion of the **Overhaul Cost** of any **Unit** repaired or replaced as the used time bears to the **Overhaul Life** of the **Unit**.
- (c) **Total Loss**
If **the Insurers** settle a claim on the basis of a **Total Loss** they will pay the Agreed Value of the **Aircraft** as specified in Item 3 (4) of the Policy Schedule less any applicable **Deductible** specified in Item 5 of the Policy Schedule.
 - (d) **Salvage**
If **the Insurers** settle a claim on the basis of a **Total Loss**, the **Aircraft** will no longer be insured under this Policy, and **the Insurers** may take the **Aircraft** together with all documents of record, registration and title as salvage.
 - (e) **Right of Ownership**
Unless **the Insurers** agree in writing to take the **Aircraft** as salvage the **Aircraft** shall at all times remain the property of **the Insured** who shall have no right of abandonment to **the Insurers**.
 - (f) **Theft of the Aircraft**
In the event of theft of the **Aircraft** **the Insured** shall report details to the police as soon as reasonably practicable. If the **Aircraft** is found undamaged before **the Insurers** have paid any claim in relation to that theft, then **they** will pay the cost of returning it to **the Insured's** home airport / airfield by the most economical means.

SECTION 1A – PHYSICAL LOSS OF OR DAMAGE TO TRAILER/EQUIPMENT

1. Coverage

- (a) The Insurers will pay for physical loss of or damage to the trailer and items of equipment specified in Item 3 (6) of the Policy Schedule occurring during the Period of Insurance, but not exceeding the Agreed Value as specified in Item 3 (7) of the Policy Schedule less any applicable Deductible specified in Item 5 of the Policy Schedule.
- (b) The risks of theft or loss of equipment is covered hereunder while inside or outside the Airfield Perimeter, inside the Insured's private domicile or its integral or adjacent garage or in secured premises where the Insured normally keeps the insured aircraft and equipment subject to :
 - (i) the Insured being unable to effect any recovery from the Insurer of the contents of such domicile or garage, and
 - (ii) the Insured having taken all reasonable action to minimise the risk and extent of such theft or loss.
 - (iii) In the event of the Insured making a field landing and/or the aircraft being left unattended away from an airfield the Insured shall remove such items which could easily be expected to be removed so as to prevent loss.

2. Exclusions applicable to this Section

This Section does not apply to:

Wear and tear, deterioration, breakdown, defect or failure however caused of the trailer.

SECTION 2 – LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

1. Coverage

The Insurers agree to pay on behalf of **the Insured** all sums which **the Insured** shall become legally liable to pay as compensatory damages for **Bodily Injury** and/or **Property Damage** to third parties caused by an **Occurrence** arising from the use of or caused by the **Aircraft** or any person or object falling therefrom.

The liability of **the Insurers** under this Section shall not exceed the applicable Limits as specified in Item 4 of the Policy Schedule less any applicable **Deductible** specified in Item 5 of the Policy Schedule.

Notwithstanding anything to the contrary contained in exclusion 2 (e) applicable to this Section, it is agreed that this policy covers claims caused by the noise of an identified aircraft indicated as being covered in Item 3 of the Policy Schedule up to a limit of GBP 100,000 (or equivalent in other currencies) any one subject to the Insured bearing as a deductible the first GBP 500 (or equivalent in other currencies) of each claim.

2. Exclusions applicable to this Section

This Section does not apply to:

- (a) **Bodily Injury** sustained by any director or employee of **the Insured** or partner in **the Insured's** business whilst acting in the course of their employment with or duties for **the Insured**;
- (b) **Bodily Injury** sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the **Aircraft**;
- (c) **Bodily Injury** sustained by any passenger whilst entering, on board, or alighting from the **Aircraft**;
- (d) **Property Damage** to any property belonging to or in the care, custody or control of the **Insured**;
- (e) Any claims caused by:
 - (1) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (2) pollution and contamination,
 - (3) electrical and electromagnetic interference,
 - (4) 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.

With respect to any provision in this Policy concerning any duty of **the Insurers** to investigate or defend claims, such provision shall not apply and **the Insurers** shall not be required to defend

- (i) claims excluded by paragraphs (1) to (4) of this exclusion; or
- (ii) a claim or claims covered by this Policy when combined with any claims excluded by paragraphs (1) to (4) of this exclusion (referred to below as "Combined Claims").

In respect of any Combined Claims, **the Insurers** shall (subject to proof of loss and the Limits of this Policy) reimburse **the Insured** for that portion of the following items which may be allocated to the claims covered by this Policy:

- (i) damages awarded against **the Insured** and
- (ii) defence fees and expenses incurred by **the Insured**.

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

- (f) Any claims caused by:
 - (i) the actual, alleged or threatened presence of asbestos in any form, or any material or product containing, or alleged to contain, asbestos; or
 - (ii) 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, **the 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 (i) or (ii) of this exclusion.

SECTION 3 – LEGAL LIABILITY TO PASSENGERS

1. Coverage

The Insurers agree to pay on behalf of **the Insured** all sums which **the Insured** shall become legally liable to pay as compensatory damages for:

- (a) **Bodily Injury** to passengers whilst entering, on board, or alighting from the **Aircraft** caused by an **Occurrence** and
- (b) **Property Damage** to baggage and personal effects of passengers and flight, cabin or other crew caused by an **Occurrence** whilst the baggage and personal effects are in the care, custody or control of **the Insured** for the purpose of carriage by air.
- (c) Bodily Injury to any director or employee of the Insured or partner in the Insured's business whilst acting in the course of their employment with or duties for the Insured but excluding liability required to be insured under the terms of any employers' liability or workman's compensation legislation or any similar legislation.
- (d) Bodily Injury sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft.

The liability of **the Insurers** under this Section shall not exceed the applicable Limits as specified in Item 4 of the Policy Schedule less any applicable Deductible specified in Item 5 of the Policy Schedule.

Provided always that before a passenger boards the **Aircraft the Insured** shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law;

In the event of failure to comply with this proviso the liability of **the Insurers** under this Section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with.

2. Exclusions applicable to this Section

This Section does not apply to:

- (a) Bodily Injury or property damage whilst starting or attempting to start the engine(s) of the Insured aircraft;
- (b) any claims arising from any liability compulsorily insurable under any employers' liability or workmen's compensation legislation;
- (c) Any claims caused by:
 - (i) the actual, alleged or threatened presence of asbestos in any form, or any material or product containing, or alleged to contain, asbestos; or
 - (ii) 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, **the 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 (i) or (ii) of this exclusion.

DEFENCE AND SETTLEMENT PAYMENTS APPLICABLE TO SECTIONS 2 AND 3

With respect to such coverage as is afforded under Sections 2 and 3 of this Policy:

1. **The Insurers** shall have the right and obligation to

(a) investigate, evaluate and settle

or

(b) defend to discontinuance or judgment

any claim or legal proceedings against **the Insured**, even if groundless, false or fraudulent.

Nevertheless, the Insurers retain the right to tender the applicable limit of liability in settlement of a claim if they consider this to be appropriate and in this event, the Insurers' obligations under this Policy will cease as regards the claim.

2. The amount payable by Insurers in respect of any settlement or judgment requiring payment by the Insured shall include any costs and expenses assessed against the Insured and interest accruing after entry of judgment and shall not exceed the applicable limit of the Insurers' liability.

3. The Insurers shall pay any costs and expenses

(a) of any legal or other person whom they appoint, that are incurred for the purpose of investigation, evaluation, settlement or defence of such claim or legal proceedings;

(b) of the Insured (other than the salaries of the Insured's employees and the Insured's normal expenses) that are incurred with the Insurers' prior approval.

These costs and expenses are payable by the Insurers in addition to any settlement or judgment.

However, the Insurers' liability is limited in case of settlement(s) and / or judgment(s) that exceed the applicable limit of the Insurers' liability. In such case Insurers' liability is limited to such proportion of those costs and expenses as the applicable limit bears to the total amount for which the Insured is adjudged liable and / or which it has agreed to pay in settlement of any such claim(s) or legal proceedings.

THE INSURED IS LIABLE TO REIMBURSE THE INSURERS FOR THAT PROPORTION OF ANY COSTS AND EXPENSES AS THEY MAY HAVE PAID WHICH EXCEED THE LIMIT OF THE INSURERS' LIABILITY.

4. With respect to any coverage which is subject to an aggregate limit hereunder the Insurers' obligations under this Policy will cease as regards such coverage once the applicable aggregate limit of liability of this Policy has been exhausted and in this event the Insured shall have the responsibility to take over control of any claim or legal proceedings from the Insurers.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply:

1. Whilst the **Aircraft** is being used by **the Insured** for any purpose other than those specified in Item 6 of the Policy Schedule, or for any illegal purpose.
2. Whilst the **Aircraft** is outside the geographical limits specified in Item 8 of the Policy Schedule unless due to a forced landing or as a result of **Force Majeure**.
3. Whilst the **Aircraft** is being piloted by any person other than as specified in Item 7 of the Policy Schedule except that the **Aircraft** may be operated on the ground by any person competent for that purpose.
4. To Liability arising from Bodily Injury or Property damage which is compulsory to insure in accordance with the requirement of any Road Traffic Act or like Acts .
5. Whilst the **Aircraft** is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the **Aircraft** unless due to a forced landing or as a result of **Force Majeure**.
6. To liability assumed or rights waived by **the Insured** under any agreement (other than a passenger ticket/baggage check issued under Section 3 hereof) except to the extent that the liability would have attached to **the Insured** in the absence of the agreement.
7. Whilst the total number of passengers being carried in the **Aircraft** exceeds the maximum number of passengers specified in Item 3 (3) of the Policy Schedule.
8. To any 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 (including acts of vandalism) 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).

9. To any claims caused by:
- (i) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (ii) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source.

10. To any claim caused by:

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system 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;
- (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 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 **the Insurers** to investigate or defend claims shall not apply to any claims so excluded.

11. 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 Policy period 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.

12. To any claim excluded by:

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

Cont'd...

13. **Electronic Data Event Liability Exclusion**

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.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

1. **The Insured** shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss hereon.
2. **The Insured** shall comply with all air navigation and airworthiness orders and requirements issued by any aviation authority having jurisdiction affecting the safe operation of the **Aircraft** and shall ensure that:
 - (a) the **Aircraft** is airworthy at the commencement of each **Flight**;
 - (b) all log books and other records in connection with the **Aircraft** which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to **the Insurers** or their agents on request;
 - (c) any employees or agents of **the Insured** comply with such orders and requirements.
3. Notice of any event likely to give rise to a claim under this Policy shall be given as soon as reasonably practicable to **your broker** or to **the Insurers** directly, if there is no broker used. In all cases **the Insured** shall:
 - (a) provide the Policy Number and Aircraft Registration Number;
 - (b) as soon as reasonably practicable provide in writing to **your broker** or to **the Insurers** directly notice of any claim along with full particulars of the event with any letters or documents relating to it;
 - (c) give notice of any impending prosecution;
 - (d) provide such further information and assistance as **the Insurers** may reasonably require;
 - (e) not act in any way to the detriment or prejudice of the interest of **the Insurers**.
4. **The Insured** shall not make any admission of liability, payment, offer or promise of payment without the written consent of **the Insurers**.
5. The coverage provided by Section 1 of this Policy shall be proportional with any other valid and collectible insurance available to **the Insured**. The coverage provided by Sections 2 and 3 of this Policy shall be excess insurance over any other valid and collectible insurance available to **the Insured**.
6. Upon a payment being made under this Policy, **the Insurers** shall be subrogated to the rights and remedies of **the Insured** who shall co-operate with and do all things necessary to assist **the Insurers** to exercise such rights and remedies.
7. This Policy shall not be assigned in whole or in part except with the prior written agreement of **the Insurers**.
8. When two or more **Aircraft** are insured the terms of this Policy, including the Limits as specified in Item 4 of the Policy Schedule, shall apply separately to each **Aircraft** unless otherwise specified.
9. If there is more than one **Insured** covered under this Policy, whether by endorsement or otherwise, the total liability of **the Insurers** in respect of any or all **Insureds** shall not exceed the Limits as specified in Item 4 of the Policy Schedule less any applicable **Deductible** specified in Item 5 of the Policy Schedule.

10. An **Insured** shall not in the presentation and furtherance of any claim:
- (a) deliberately or recklessly conceal from **the Insurers** any information which **the Insured** knows or ought to know might be material to their consideration of the claim;
 - (b) provide to **the 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 **the 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 **the Insured**.

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

- (i) terminate the cover provided by all sections of the Policy to **the Insured** with effect from the date that such information was provided;
- (ii) recover any sums paid to **the 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 **the Insured**.

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

11. This Policy shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales in any dispute arising under this Policy.
12. The inclusion of more than one person, partnership, corporation, organisation, firm or entity as an Insured under this Policy whether by endorsement or otherwise shall not in any way affect the rights of any such person, partnership, corporation, organisation, firm or entity either in respect of any claim, demand, suit or judgement made or brought by or in favour of any other Insured, or by or in favour of any employee of such other Insured.
- It is the intent of this Policy to protect each person, partnership, corporation, organisation, firm or entity in respect of any claim, demand, suit or judgement in the same manner as though a separate Policy had been issued for each.
- For the purpose of this General Condition 9. where the insured is a "Club", "Group", "Partnership" or "Syndicate", the Committee and/or each individual member of the Insured shall be considered as separate entities.
13. The coverage provided by this Policy shall not be invalidated as a result of the use, by the Insured, of certain airfields and/or airports out of the notified hours, subject to prior permission having been granted by the appropriate owner and/or operator of such airfield and/or airport
14. Additional insureds, breach of warranty, loss payees, waivers of subrogation rights and hold harmless requirements, contractual agreements and any other agreements incidental to the Insured's operations are automatically included hereunder as required by the Insured
15. This Policy may be cancelled by notice in writing. The Insured may give notice at any time. The Insurers shall give 30 days or such other notice, if of longer duration, as is mandated by the law stated in Item 11 of the Policy Schedule. However, the cancellation provisions of Special Extension 5 Extended Coverage Extension Applicable to Section 1 only and Special Extension 6 Extended Coverage Extension Applicable to Section 2 and 3 only to remain paramount.

If the Policy shall be cancelled by the Insured, the Insurers shall be entitled to the proportion of the premium calculated in accordance with the following scale.

1 month on risk - 20% annual premium
2 months on risk - 30% annual premium
3 months on risk - 40% annual premium
4 months on risk - 50% annual premium
5 months on risk - 60% annual premium
6 months on risk - 70% annual premium
7 months on risk - 75% annual premium
8 months on risk - 80% annual premium
9 months on risk - 85% annual premium

Over 9 months equivalent to full annual premium.

If the Policy shall be cancelled by Insurers, they shall be entitled to the premium for the period that this Policy has been in force, calculated pro-rata. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Policy.

AVN 1E (UK Consumer) Amended 03.08.16

SPECIAL EXTENSIONS

1. SUPPLEMENTARY PAYMENTS

Notwithstanding anything to the contrary in the Policy the following shall apply:

It is hereby understood and agreed that this Policy is extended to include cover as more fully set forth in paragraph(s) a., b., c., d. and e. below.

The **Insurers** agree to pay on behalf of **the Insured**:

- (a) any reasonable expenses incurred for the purpose of search and rescue operations for an aircraft insured hereunder determined to be missing and unreported or rescuing any persons as a result of any accident involving the insured aircraft and returning them to the nearest point of public transportation or hospital (if necessary);
- (b) any reasonable expenses incurred for the purpose of runway foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an aircraft insured hereunder;
- (c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an aircraft insured hereunder and the contents thereof;
- (d) any reasonable costs and expenses which **the Insured** may be called upon to pay in respect of any public enquiry or enquiry by the Civil Aviation Authority (or local equivalent) or any other relevant authority into an incident involving the insured aircraft;
- (e) any reasonable emergency expenses incurred by the Insured for the immediate safety of the aircraft consequent upon damage or forced landing;

Provided always that **the Insurers'** liability shall apply within the full Policy limit and not in addition thereto

2. ADDITIONS AND DELETIONS OF AIRCRAFT

- (a). The insurance afforded by this Policy is automatically extended to include at pro rata additional premium further **Aircraft** added during the currency of this Policy provided such **Aircraft** are owned or operated by **the Insured** and are of the same type and value as **Aircraft** already covered hereunder and of no greater seating capacity.
- (b). The inclusion of additional **Aircraft** of other types or different values or greater seating capacity shall be subject to special agreement and rating by **Insurers** prior to attachment.
- (c). Under the **Aircraft** loss or physical damage Section of this Policy **Aircraft** which have been sold or disposed of shall be deleted from this Policy and **the Insured** shall be entitled to pro rata return of premium provided no claim has arisen and become payable in respect of such **Aircraft** under the **Aircraft** loss or physical damage Section of this Policy and that this Policy is not cancelled by virtue of such deletion.
- (d). Under the liability Section(s) of this Policy **Aircraft** which have been sold or disposed of shall be deleted from this Policy and **the Insured** shall be entitled to pro rata return of premium.

Provided always that

- (i) Notwithstanding the foregoing provisions for additions and deletions the premium in respect of each separate period of **Flight** risk insurance on any **Aircraft** covered during the currency of this Policy shall in no case be less than fifteen days' pro rata premium.
- (ii) In the event of a claim arising in respect of any **Aircraft** added hereto being settled on a total loss basis the full twelve months' **Aircraft** loss or physical damage premium shall be paid hereunder in respect of such **Aircraft**.

- (iii) Notice of the addition or deletion of any **Aircraft** under the provisions of Paragraphs (a), (b) and (c) respectively shall be given to **the Insurers** or their representatives in writing within fifteen days of attachment or deletion.

3. CIVIL AVIATION AUTHORITY SAFETY REGULATION GROUP

It is noted and agreed that the cover hereunder remains operative whilst the insured **Aircraft** is being flown by any Civil Aviation Authority (or its local equivalent) approved pilot for the purpose of any form of test or operation and during any such flight the Civil Aviation Authority Safety Regulation Group (or its local equivalent) are included as Joint Insureds in respect thereof.

4. INDEMNITY TO THE CROWN AND OTHER PARTIES

It is agreed that cover hereunder includes the Insured's liability arising as a result of agreeing to indemnify the Crown or the United States Air Force or any other government or local or military authority in connection with the use of any facility by the insured aircraft.

It is hereby declared and agreed that notwithstanding anything contained in this Policy or in any memoranda, conditions or schedules attached to or forming part thereof this Policy covers all sums within the total sum insured under this Policy which **the Insured** shall become liable to pay under an undertaking to the Crown.

Excluding any liability compulsorily insurable by reason of the Road Traffic Act or similar legislation.

Nothing in the foregoing shall be deemed to over-ride Exclusion (e) of Section 2, General Exclusion 7. or paragraph b. of General Exclusion 8. contained in this Policy.

5. EXTENDED COVERAGE EXTENSION APPLICABLE TO SECTION I ONLY

Notwithstanding the contents of General Exclusion 8. of this Policy, IT IS HEREBY UNDERSTOOD AND AGREED that this Policy is extended to cover claims caused by the following risks without the application of a deductible:

- a. strikes, riots, civil commotions or labour disturbances;
- b. any malicious act or act of sabotage;
- c. 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;

PROVIDED ALWAYS THAT:

1. the above extension shall only apply to the extent that the loss or damage is not otherwise excluded by a., b., d., and f. of General Exclusion 8. of this Policy;
2. the insurance provided by this extension may be cancelled by the Insurers giving notice effective on the expiry of seven days from midnight G.M.T. on the day on which notice is issued.

6. EXTENDED COVERAGE EXTENSION APPLICABLE TO SECTION 2 AND 3 ONLY

- i). It is hereby understood and agreed that all paragraphs other than sub-paragraph b. of General Exclusion 8. of the Policy are deleted SUBJECT TO all terms and conditions of this extension.
- ii). EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph a. of General Exclusion 8. of the Policy.

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.

- iii). LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Extension shall be the Policy Section 2 limit any one accident 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 Insured's 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.

iv). **AUTOMATIC TERMINATION**

To the extent provided below, cover extended by this extension shall TERMINATE AUTOMATICALLY in the following circumstances:

- a. All cover

Upon the outbreak of war (whether there be a declaration of war or not) between 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;

- b. Any cover extended in respect of the deletion of sub-paragraph a. of General Exclusion 8. of the Policy

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;

- c. 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 a., b. or c. occurs, then the cover provided by this extension (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.

v). **REVIEW AND CANCELLATION**

- a. Review of Premium and/or Geographical Limits (seven 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 G.M.T. on the day on which notice is given.

- b. Limited Cancellation (forty-eight hours)

Following a hostile detonation as specified in 4. b. above, **Insurers** may give notice of cancellation of one or more parts of the cover provided by paragraph 1. of this extension by reference to sub-paragraphs c., d., e., f. and/or g. of General Exclusion 8. - such notice to become effective on the expiry of forty-eight hours from 23.59 hours G.M.T. on the day on which notice is given.

- c. Cancellation (seven days)

The cover provided by this extension may be cancelled by either **the Insurers** or **the Insured** giving notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which notice is given.

- d. Notices

All notices referred to herein shall be in writing.

7. EUROPEAN UNION DISCLOSURE

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance is subject to the law of England and Wales.

Any enquiry or complaint should be addressed in the first instance to your **Broker**.

If you are not satisfied with the way a complaint has been dealt with you may ask the Financial Ombudsman Service (FOS) to review your case without prejudice to your rights in law.

The address is:
Financial Ombudsman Service (FOS),
Exchange Tower,
Harbour Exchange Square,
London E14 9SR

8. MEDICAL AND OTHER PAYMENTS

The **Insurers** will pay all reasonable expenses incurred within one year from the date of an accident for necessary medical, surgical, ambulance, hospital, professional nursing, repatriation, funeral and burial/cremation expenses to or for any passenger or crew member who sustains Bodily Injury whilst entering, on board or alighting from the aircraft in the Schedule of Aircraft Insured.

Provided always that the limit of the Insurers' liability under this extension shall not exceed GBP 10,000 per person (or equivalent in other currencies).

9. AIRCRAFT SPARES

The cover afforded by Section I of this Policy is extended to apply, without the application of a **Deductible**, to loss of or damage to engines, spare parts and equipment destined to be fitted to or form part of an aircraft and being the property of the Insured or the property of others for which the Insured is responsible.

The limit of the **Insurers** liability under this extension shall not exceed GBP 250,000 (all equivalent in other currencies) any one building, any one sending.

10. PROFIT COMMISSION

(Only applicable if shown in the Policy Schedule)

After expiry of the Policy and following the receipt by the **Insurers** of the final adjustment of the premium due in respect of this period of insurance and subject to renewal with **Insurers** hereon through Sydney Charles Aviation Insurance Brokers, **Insurers** agree to return to the Insured a profit commission as a percentage (stated in the Policy Schedule) of the net ascertained profit. The net ascertained profit shall be calculated by deducting all paid and outstanding claims from the Total Premium.

11. NON-OWNED AIRCRAFT

In addition to the aircraft shown in the Schedule of **Aircraft** Insured the cover afforded by Sections 1,2 and 3 of this Policy applies to aircraft used by the Insured, always provided the Insured:

- a. has no interest in the aircraft as owner in whole or in part;
- b. exercises no part in the servicing or maintenance of the aircraft.

This Extension does not apply:

- a. to liability arising out of any product manufactured, sold, handled or distributed by the **Insured**;
- b. to any aircraft having a seating capacity, excluding crew, in excess of the maximum number of passengers of any aircraft shown in Item 3. of the Schedule.

12. TRESPASSERS

The **Insurers** will pay reasonable costs and expenses incurred by the Insured as a result of loss or damage to crops and/or other property caused by trespassers arising out of a crash of, or forced landing of the aircraft provided that such loss or damage is not recoverable from the trespassers.

Provided always that the limit of **Insurers'** liability under this extension shall not exceed GBP 5,000 (or equivalent in other currencies) any one incident.

13. CIVIL AVIATION AUTHORITY TRAINEES

The insurance provided by this Policy is extended to indemnify the **Insured** in respect of liability assumed under agreement with the Civil Aviation Authority (or its local equivalent) in connection with the flying training by **the Insured** of employees of the Civil Aviation Authority (or its local equivalent) and Section III of this Policy is extended to include Civil Aviation Authority (or its local equivalent) employees whilst acting as crew members.

14. AUTOMATIC PERSONAL ACCIDENT

The **Insurers** agree to extend the cover provided by this Policy to include automatic personal accident insurance as required by applicable legislation in any place to, from or in which **the Insured** does or shall operate, subject to it being within the overall Policy limit and not in addition thereto.

15. VEHICLE AIRSIDE LIABILITY

It is understood and agreed that Section 2 of this Policy is extended to include the legal liability of the insured in respect of motor vehicles owned, operated or leased by the assured whilst airside at airfield and airports within the geographical limits as stated in the Policy Schedule herein.

Notwithstanding the above, this coverage does not apply in respect of motor vehicles whilst being operated in areas which are subject to the provisions of any Road Traffic Act from time to time in force.

It is further agreed that the liability under this extension shall not exceed the amount stated in Item 4 Section 2 of the Policy Schedule.

16. PREMISES AIRSIDE LIABILITY

In consideration for an additional premium included within the premium specified herein, **Insurers** will indemnify the Insured in respect of all sums, up to the limits of liability stated in the Schedule, which the **Insured** shall become legally liable to pay as damages, caused by the **Occurrence** and arising from **Bodily Injury or Property Damage** occurring in or about **the Insured's** aviation premises as a direct result of use by **the Insured**, caused by the fault or negligence of the Insured or by defect in **the Insured's** premises, ways, works, machinery or plant.

The coverage does not apply to:

- a. **Property Damage** to property owned by, rented to, leased or occupied by, whilst handled, serviced or maintained by **the Insured**, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on **the Insured's** premises.
- b. **Bodily Injury or Property Damage** caused by ships, vessels, craft or aircraft owned, chartered, used or operated on account of **the Insured**.
- c. liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.

In respect of any such liability arising from the **Occurrence** within the confines of an airport or airfield this exclusion does not apply:

- i) if there is no such applicable law;
- ii) to the liability of the Insured to pay an amount which is excess of:

- a. any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
 - b. the limit of liability of the insurance policy effected by **the Insured** insuring such liability
- whichever is the greater.
- d. **Bodily Injury or Property Damage** arising out of any airmeet, air race, or air show or any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurers.
 - e. **Bodily Injury or Property Damage** arising out of the construction of, demolition of or alterations to buildings, runways or installations by the Insured or their contractors or sub-contractors (other than for normal maintenance operations) unless previously agreed by Insurers
 - f. **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 be deemed not to apply to the supply, by the Insured, of food or drink at the Insured's premises.
 - g. any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to **Bodily Injury** of any employee of the Insured arising out of and in the course of the employee's employment by **the Insured**.
 - h. liability arising out of the operation of an airfield control tower unless previously agreed by **the Insurers**.

17. BREACH OF AIR NAVIGATION ORDER

Any breach or contravention of Air Navigation and/or Airworthiness orders and requirements and/or regulations issued by any competent authority without the knowledge and consent of a member of the board or an executive officer of **the Insured** shall not invalidate a claim by **the Insured** under this Policy, but the individual causing such breach or contravention shall not be entitled to indemnity hereunder.

18. OUT OF NOTIFIED HOURS

It is understood and agreed that this insurance is extended to pay on behalf of **the Insured** all sums which **the Insured** shall become liable to pay as damages under any undertaking and indemnity given by **the Insured** for the use of certain airfields and/or airport out of notified hours.

19. FLYING CLOTHING AND EFFECTS

The Insurers will pay the cost to the Insured and/or pilots and/or passengers of loss of or damage by theft or fire (or accidental damage if the aircraft itself be damaged) to flying clothing and/or maps and/or navigating equipment and instruments and/or headsets or similar equipment (not being fixtures in the aircraft) and baggage (including contents) actually in or on the aircraft being the property of **the Insured** or of any pilot and/or passenger, but excluding money, securities, jewellery and furs of all kinds.

Provided always that the limit of **the Insurers'** liability under this extension shall not exceed GBP 1,500 (or equivalent in other currencies) any one incident.

It is further noted that this extension excludes any liability covered under Sections 2 and 3 of this Policy.

20. AGREED VALUE

In respect of claims adjusted on the basis of a total loss Insurers shall pay to **the Insured** the agreed value of the aircraft as specified in Item 3(4) of the Policy Schedule less any applicable **Deductible** specified in Item 5 of the Policy Schedule.

21. FUEL

Notwithstanding anything contained in General Condition 2. Applicable to All Sections to the contrary, it is agreed that in lieu of AVGAS the Insured may use automotive fuel (MOGAS) or any other approved alternative, provided that it is approved by the Civil Aviation Authority (or any equivalent authority) for the aircraft concerned. **The Insured** may also uplift such fuel from places other than airfield installations provided that it is in accordance with the Civil Aviation Authority (or any equivalent authority) requirements.

22. INCREASED LIABILITY LIMITED

The Insurers agree to extend the cover provided by Section 2 of this Policy to include any increased statutory limit required in accordance with local law.

23. TOKIO MARINE KILN - GEOGRAPHIC AREAS EXCLUSION CLAUSE (09/07/15) LSW617H (amended)

1. Notwithstanding any provisions to the contrary and subject to paragraphs 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:
 - (a) Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
 - (b) Colombia, Peru.
 - (c) Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
 - (d) Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
 - (e) Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
 - (f) Any country or region where the operation of the insured Aircraft is in breach of United Nations sanctions.
 - (g) Russia, Belarus, Ukraine and Crimea.
 - (h) United States of America and Canada
2. However coverage pursuant to this Policy is granted:
 - (a) for the overflight of any excluded country or region where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
 - (b) in circumstances where an insured Aircraft has landed in an excluded country or region as a direct consequence and exclusively as a result of force majeure.
3. Any excluded country or region may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

24. PILOT PERSONAL ACCIDENT

(Only applicable if shown in the Policy Schedule)

It is understood and agreed that this Policy is extended to include Pilot Personal Accident Insurance Risks in respect of the Pilot in Command (hereinafter called an "Insured Person") only **WHILST FLYING IN the Insured** aircraft herein including whilst mounting into and dismounting from the insured aircraft.

WE THE INSURERS hereby agree with the Insured, to the extent and in the manner herein provided, that if an Insured Person sustains **Bodily Injury** as herein defined during the period of this insurance we will pay to **the Insured** Person, or to **the Insured's** Executors or Administrators, according to the Schedule of Compensation after the total claim shall be substantiated under this Insurance.

PROVIDED ALWAYS THAT:-

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident to **the Insured** Person.
2. The total sum payable under this insurance in respect of any one or more Accidents to any **Insured** Person shall not exceed in all the Capital Sum Insured contained in the Schedule of Compensation.
3. Compensation shall only be payable under items of the Schedule of Compensation if:
 - a. Under item A, death occurs within twelve months of the date of the Accident.
 - b. Under items B to F, loss occurs within twelve months of the date of the Accident.
 - c. Under item G, **the Insured** Person becomes totally disabled within twelve months of the date of the Accident, and such disablement lasts for twelve months.

Definitions applicable to this coverage only

In this insurance:-

1. "BODILY INJURY" means identifiable physical injury which:
 - a. is caused by an Accident, and
 - b. solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the Accident.
2. "ACCIDENT" means a sudden, unexpected, unusual, specific event which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to an insured aircraft in which the Insured Person is travelling.
3. "PERMANENT TOTAL DISABLEMENT" means disablement which entirely prevents the Insured Person from attending to any business or occupation of any and every kind which lasts twelve months and at the expiry of that period is beyond hope of improvement.
4. "LOSS OF A LIMB" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
5. Words in the masculine gender shall include the feminine.

EXCLUSIONS APPLICABLE TO THIS COVERAGE

This coverage does not cover death or disablement directly or indirectly arising out of or consequent upon or contributed to by:

1. Suicide or attempted suicide or intentional self-injury or the Insured Person being in a state of insanity;
2. Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named;
3. Deliberate exposure to exceptional danger (except in an attempt to save human life), or the Insured Person's own criminal act, or the Insured Person being under the influence of alcohol or drugs.

CONDITIONS APPLICABLE TO THIS COVERAGE

- a. If the consequences of an Accident shall be aggravated by any condition or physical disability of the Insured Person which existed before the Accident occurred, the amount of any compensation payable under this Insurance in respect of the consequences of the Accident shall be the amount which it is reasonably considered would have been payable if such consequences had not been so aggravated.
- b. Notice must be given to the Insurers as soon as reasonably practicable of any Accident which causes or may cause disablement within the meaning of this Insurance, and the Insured Person must as early as possible place himself under the care of a duly qualified medical practitioner.

Notice must be given to the Insurers as soon as reasonably practicable in the event of the death of the Insured Person resulting or alleged to result from an Accident.

It is a condition precedent to Insurers' liability to pay compensation to the Insured Person or his representatives that all medical records, notes, and correspondence referring to the subject of a claim or a related pre-existing condition shall be made available on request to any medical adviser appointed by or on behalf of Insurers and that such medical adviser or advisers shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make examination of the person of an Insured Person.

SCHEDULE OF COMPENSATION

CAPITAL SUM INSURED

a. Death	As stated in Policy Schedule
b. Total and Irrecoverable loss of sight of both eyes	As stated in Policy Schedule
c. Total and Irrecoverable loss of sight of one eye	As stated in Policy Schedule
d. Loss of two limbs	As stated in Policy Schedule
e. Loss of one limb	As stated in Policy Schedule
f. Total and Irrecoverable loss of sight of one eye and loss of one limb	As stated in Policy Schedule
g. Permanent Total Disablement (other than total loss of sight of one or both eyes or loss of limb)	As stated in Policy Schedule

Subject otherwise to the Policy terms, conditions, limitations and exclusions.

25. BETTERMENT ENDORSEMENT

(Only applicable if shown in the Policy Schedule)

In consideration of an additional premium included within the premium specified herein, **Insurers** agree to delete Condition 3.(b)(ii) of Section 1 herein thereby allowing for the recovery of expired time-life on any **Unit** subject to a maximum limit as disclosed in the Policy Schedule each accident and in the aggregate.

Subject otherwise to Policy coverage, terms, conditions, limitations and exclusions.

26. AIRWORTHINESS REVIEW CERTIFICATE (ARC)

It is agreed that cover hereunder remains operative whilst the aircraft is being flown by any competent person approved by the Insured in pursuance of any flight relating to an Airworthiness Review Certificate.

27. ENGINE STARTING CLAUSE

It is agreed that coverage under Section 2 of this Policy is extended to include Legal Liability to and of any person or persons starting or attempting to start, by any means whatsoever, the engine or engines of the Aircraft insured hereunder provided such person or persons have had **the Insured's** prior approval for such action.

28. FRANCHISE DEDUCTIBLE ENDORSEMENT

(Only applicable if shown in the Policy Schedule)

In consideration of an additional premium included within the premium specified herein, **Insurers** agree that in the event of a loss covered under Section 1 which is in excess of the deductible amount shown in Item 5 of the Policy Schedule, Insurers will pay the claim without deduction of the **Deductible**.

Subject otherwise to Policy coverage, terms, conditions, limitations and exclusions

29. DEDUCTIBLE CLAUSE

It is understood and agreed that in the event of a claim involving the application of more than one deductible, only one deductible shall apply, being the highest deductible applicable to the occurrence. This deductible shall be applied as an aggregate deductible for all claims under Sections 1 and 2 arising out of that occurrence.

30. SUDDEN AND ACCIDENTAL POLLUTION EXTENSION

(Only applicable if shown in the Policy Schedule)

It is hereby understood and agreed that with effect from inception and notwithstanding the provisions of Section 2 Exclusion (e.) Paragraph 2, this policy is extended to cover clean-up costs and/or third party liability arising from an accidental, unexpected or unintentional discharge, dispersal, release or escape of pollutants provided such discharge, dispersal, release or escape of pollutants

- a) occurs within the Policy Period as stated in the Policy Declarations: and
- b) results in the injurious presence of pollutants in or upon land, the atmosphere, drainage or sewer system, watercourse or body of water.

It is a condition precedent of this extension that any clean-up costs and/or third party liability arising from an accidental, unexpected or unintentional discharge, dispersal, release or escape of pollutants will only be covered by this Sudden and Accidental Pollution Extension if such discharge, dispersal, release or escape of pollutants

- i. is detected within 120 hours after the commencement of the discharge, dispersal, release or escape; and
- ii. is reported to Insurers within 120 hours of being detected

Insurers maximum limit of liability (including legal costs) shall not exceed GBP1,000,000 per occurrence and in the aggregate during the Policy Period as stated in the Policy Declarations.

Insurers shall not be liable for the first GBP2,500 each occurrence

Additional Premium: Nil

31. PROTECTED PROFIT COMMISSION

(Only applicable if shown in the Policy Schedule)

In consideration of there being no claim made under this policy, and to the policy being renewed with the same Insurer, it is understood and agreed that there is a return premium due to **the Insured** amounting to the percentage amount shown in the Policy Schedule of the total Full Flying Risks premium for the period.

Protected Profit Commission mean protection of a renewal discount subject to renewal with the same **Insurer**, provided that not more than three claims have occurred during the five years prior to renewal. If two or more claims arise during this policy period, protection will not apply and no discount will be given at renewal.

Additional Premium: As per Policy Schedule

32. TOTAL LOSS ENDORSEMENT

(Only applicable if shown in the Policy Schedule)

A 'Constructive **Total Loss**' is deemed to have occurred when the estimate of total costs of the Hull Loss, is equal to or greater than 75% of the Agreed Value declared hereon (subject always to the Insured's written agreement to settlement on such a basis).

33. DATE RECOGNITION LIMITED COVERAGE CLAUSE

It is understood and agreed that subject to all terms and provisions of this Clause, Item 10 of General Exclusions applicable to all sections shall not apply:

- (1) to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("**Insured Aircraft**");

- (2) 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:
- (a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an **Insured Aircraft**; and/or
 - (b) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an **Insured Aircraft**; and/or
 - (c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an **Insured Aircraft** or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Clause 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 Clause extends coverage beyond that which is provided by the Policy.
2. Nothing in this Clause shall provide any coverage:
 - (a) in respect of grounding of any aircraft; and/or
 - (b) 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 Policy period any material facts relating to the Date Recognition Conformity of **the Insured's** operations, equipment and products.
(Applicable to Hull and Aircraft Liability coverage only)

CLAIMS PROCEDURE

On the happening of any accident that has given rise to or which could give rise to a claim under this Insurance or any Certificate attaching thereto the Insured shall -

- a) report it **immediately but not later than 7 days**, by telephone or e-mail and in writing to your insurance advisor.
- b) supply to **the Insurers** (at the Insured's own expense) all medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition. These should be made available on request to any medical adviser appointed by or on behalf of the Insurers and such medical adviser shall, for the purpose of reviewing the claim, be allowed so often as may be deemed necessary to make an examination of the Assured.

The Insurer in its absolute discretion may at the **Insured's** request allow further time for compliance with this provision.

- a) If demanded, deliver to **the Insurers** (at **the Insured's** own expense) a statutory declaration of the truth of the claim and of any matters connected with it. **The Insurers** shall be entitled to prosecute in the name of **the Insured** but for the Insurer's benefit any claim for compensation or indemnity and any claimant under this Certificate shall at the request and expense of **the Insurers** take and permit to be taken all necessary steps for enforcing rights against any other party in the name of **the Insured** before or after any payment is made by **the Insurers**.

PRIVACY NOTICE

This notice explains how your data will be collected and dealt with, and your rights concerning that data. In this notice, 'we', 'us' or 'our' refers to Inter Hannover and its agents, co-insurers and reinsurers. 'You' or 'your' refers to the individual whose personal data we are processing.

1. Responsible data controller

NEWPOINT REINSURANCE COMPANY LIMITED,
Suite 7, Henville Building, Main Street Charlestown, Nevis. (St. Kitts & Nevis)

You can reach our Data Protection Officer by post at the aforementioned address (please include the additional address line "Data Protection Officer") or by e-mail via our data privacy group mailbox:

E-mail: info@npre.kn

2. Personal data we may collect about you

- 2.1. *Individual details* such as name, address, proof of address, contact details (including emails and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title, employment history and family details (including their relationship to you).
- 2.2. *Identification numbers* issued by government bodies, agencies or similar such as national insurance, passport, tax identification or driving licence numbers.
- 2.3. *Financial information* such as bank account or payment card details, income or transaction histories.
- 2.4. *Insurance policy information* including information about quotes you receive and policies you take out.
- 2.5. *Credit and anti-fraud data* including credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you.
- 2.6. *Information about previous and current claims* (including in connection with other related or unrelated insurance) which may include data about your health, criminal convictions, or special categories of personal data and, in some cases, surveillance reports.
- 2.7. *Technical information* including your computer's IP address.
- 2.8. *Special categories of personal data* which have additional protection under the GDPR, namely health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation.

3. Where we may collect your personal data from

We may collect your personal data from various sources:

- 3.1. You (including, from time to time, recordings of your telephone calls with us)
- 3.2. Your family members, employer or agent/representative (including your broker)
- 3.3. Our agents, other insurers, insurance brokers, or reinsurers
- 3.4. Credit reference agencies
- 3.5. Websites or software applications for use on computers or mobile devices and/or social media content, tools and applications
- 3.6. Anti-fraud databases, sanctions lists, court judgments and other databases
- 3.7. Government agencies
- 3.8. Any open electoral register; or
- 3.9. In the event of a claim, third parties including the other party or parties to the claim, witnesses, experts, loss adjusters, solicitors, claims handlers, translators, surveillance agents, engineers and others.

4. Identities of Data Controllers and Data Protection Contacts

The operation of the insurance market means that personal data may be shared between insurance brokers, insurers, reinsurers and other market participants. You can find out the identity of the controller or controllers of your personal data in the following ways:

- 4.1. If you took out the insurance yourself, get in touch with the data protection contact at your insurance broker or the entity you dealt with in taking out the insurance.
- 4.2. If your employer or another organisation took out the insurance for your benefit, you should get in touch with the data protection contact at your employer or the organisation that took out the insurance.
- 4.3. If you are not a policyholder or an insured under the insurance, you should get in touch with the organisation that collected your personal data.

5. The purposes, categories, legal grounds and recipients of our processing your personal data

5.1. Your personal data may be processed for the following purposes:

5.1.1. Quotation/inception:

- Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

5.1.2. Policy administration

- Client care, including communicating with you and sending you updates
- Payments to and from individuals

5.1.3. Claims processing:

- Managing insurance and reinsurance claims
- Defending or prosecuting legal claims or regulatory proceedings
- Investigating or prosecuting fraud

5.1.4. Renewals

- Contacting you/the insured to renew the insurance
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

5.1.5. Other purposes including:

- Complying with our regulatory or legal obligations
- Risk modelling
- Effecting reinsurance contracts
- Transferring books of business, company sales, restructuring and reorganisation.

5.2. We may also disclose personal data to the following non-exhaustive list of entities: reinsurers, financial institutions, service providers, contractors, agents, tax authorities, law enforcement and other regulators and group companies in connection with the above purposes. You will find the current list of service providers and our companies who participate in data-processing operations hereon our website or by emailing info@npre.kn

5.3. We process your data on one of the following legal grounds:

5.3.1. in order to place and operate the contract(s) of insurance;

5.3.2. where a legitimate interest to do so has been identified for which processing of your data is necessary and which balances your interest, rights and freedoms e.g. protecting you from fraud or personalising the insurance product to you; or

5.3.3. where we have a legal obligation to do so e.g. to prevent money laundering.

6. Consent

To provide insurance and deal with insurance claims in certain circumstances we may need to process special categories of your personal data (see 1.8 above), such as medical or criminal records. Your consent to this processing may be necessary to achieve one or more of the purposes set out above.

Where this is the case, you may withdraw your consent to such processing at any time by notifying info@npre.kn. If you do withdraw your consent, however, this may mean we cannot provide insurance or pay claims.

7. Profiling

When calculating insurance premiums, we may compare your personal data against other data such as industry averages or fraud patterns. Your personal data may also be used to create such other data to ensure, among other things, that premiums align to risk.

We may make decisions based on profiling and without staff intervention (known as automatic decision making).

8. Storage and retention of your personal data

Data is held by us on servers and in printed form, as well as on our behalf in off-site storage facilities. We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, so long as there is any possibility that either you or we may bring or face legal claims in connection with the insurance contract(s), or if there are legal or regulatory reasons to retain your data, we must do so.

9. International transfer of data

We may need to transfer your data to third parties outside the European Economic Area. These transfers will be made in compliance with the GDPR.

If you would like further details of how your personal data would be protected if transferred outside the EEA, please contact info@npre.kn

10. Amendment

We may amend this Privacy Notice from time to time. We will let you know if we make any significant changes.

11. Your rights

If you have any questions about our use of your personal data, please contact the relevant data protection contact as explained above. In certain circumstances you may have the right to require us to:

- 11.1. Provide you with further details about the use we make of your personal data
- 11.2. Provide you with a copy of the personal data we hold
- 11.3. Correct any inaccuracies in the personal data we hold
- 11.4. Delete any personal data we no longer have any lawful ground to use
- 11.5. Where the processing requires your consent, to withdraw that consent so we stop the processing in question
- 11.6. Transfer your personal data to another organisation

- 11.7. Object to any processing based on the legitimate interests ground at 4.3.2 above unless our reasons for that processing outweigh any prejudice to your data protection rights
- 11.8. Object to automated processing, including profiling
- 11.9. Restrict how we process or use your personal data in certain circumstances e.g. whilst a complaint is being investigated.

In certain circumstances we may need to restrict the above rights to safeguard the public interest (e.g. prevention or detection of crime) or our interests (e.g. legal or litigation privilege).

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights, or if you think we have breached the GDPR, you have the right to complain to the relevant national authority, details below.

Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)
casework@ico.org.uk