

Policy Wording

Air Meet Insurance



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The Insured must read this Policy as a complete document and refer to all of its contents and not just to individual parts. The Insured should return the Policy to the Insurers immediately for alteration if they believe it is incorrect. The Insured should seek clarification of anything which they do not understand.

The Insured shall observe and fulfil all of the terms and conditions of this Policy as a condition precedent to the liability of the Insurers to make any payment under this Policy.

It is a condition to any payment under this Policy that the Insured will act at all times as though they were un-insured and this Policy had not been issued.

If the Insured or any representative of the Insured conceals, misrepresents or fails to disclose any fact or circumstance which affects this Policy or its formation, the Policy will be voidable from inception.

If the Insured or any representative of the Insured commits fraud or attempts to do so in connection with any claim under this Policy, the Policy is void.

What this Policy Covers

The Insurers will indemnify the Insured for all sums, up to the Limit of Indemnity stated in the Schedule and subject to any applicable Deductible stated in the Schedule, which the Insured is held legally liable to pay, and shall pay, as compensatory damages arising out of an Occurrence which causes Bodily Injury or Property Damage directly in connection with the Air Meet organised or sponsored by the Insured at the location specified in the Schedule.

What this Policy Does Not Cover

The Insurers will not pay:

1. for Bodily Injury or Property Damage caused by any mechanically propelled vehicle used by or on behalf of the Insured in circumstances which are covered by the requirements of any motor insurance law, or, where no such law exists, whilst the vehicle is on a public highway.
2. for Property Damage to property which the Insured owns, leases, rents, uses or occupies or which is in their care, custody or control for their own use.
3. for Bodily Injury to any person arising out of and in the course of their employment by the Insured or liability for which the Insured or his insurer may be held liable under any workers compensation, employers liability, unemployment compensation or disability benefits law or any similar law.
4. punitive, aggravated or exemplary damages.
5. claims which are payable under any other policy of insurance, except in respect of any excess beyond the amount which would have been payable under such other policy had this Policy not been effected.
6. for Bodily Injury or Property Damage caused by any participant in the Air Meet or by any participating aircraft, vehicle or device.
7. for Bodily Injury or Property Damage arising out of any goods or products manufactured, repaired, treated, sold, supplied or distributed by the Insured once the goods or products are no longer in the possession or under the control of the Insured.
8. for Bodily Injury or Property Damage arising out of the Insured's use of any aircraft which they own or which is operated on their behalf.
9. for Bodily Injury or Property Damage arising out of the use of pyrotechnics.
10. for liability arising under the terms of any contract or agreement which the Insured has entered into unless the prior permission of the Insurers has been obtained.
11. for any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, asbestos in whatever form or quantity.

War And Terrorism Exclusion

This policy does not cover Liability arising directly or indirectly from, or is in any way connected with, death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property under the order of any government or public or local authority; or
- (b) any act of terrorism.

Definition: "act of terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) which from its nature or context is done for, or in connection with, political, religious, ideological, ethnic, or similar purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes death, injury, illness, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above;

Nuclear Risks Exclusion

This Policy does not cover:

- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (ii) any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

Noise And Pollution And Other Perils Exclusion

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
 - (b) pollution and contamination of any kind whatsoever;
 - (c) electrical and electromagnetic interference;
 - (d) interference with the use of property;
 unless caused by or resulting in a crash fire explosion or collision or a recorded inflight emergency causing abnormal Aircraft operation.
2. 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
 - (a) claims excluded by Paragraph 1; or
 - (b) a claim or claims covered by this Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, the Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by this Policy:
 - (a) damages awarded against the Insured; and
 - (b) defence fees and expenses incurred by the Insured.
4. This clause does not override the Nuclear Risks Exclusion contained in this Policy.

Conditions Which Apply to this Policy

1. The Insured shall, by means of fences and/or guards, take all practical steps to prevent spectators from encroaching upon that part of the location specified in the Schedule intended for the taxiing, launching or landing of aircraft or devices.
2. The Insured shall and will at all times exercise reasonable care in seeing that all stands, ways, works, machinery and any other property used are substantial and sound and maintained in proper order and good repair and are fit for the purposes for which they are used and that all reasonable safeguards and precautions against accidents are provided and used.
3. The contract for the insured Air Meet shall provide (a) that it is conducted in accordance with the regulations prescribed by the Civil Aviation Authority or appropriate Aviation Authority (b) that participants are required to comply with such regulations and (c) that all participants are adequately insured.
4. An adequate force of police and civilian guards will be present to control the public and an adequate number of competent marshals and stewards will be provided to control the movements of aircraft, vehicles and devices.
5. No pylons shall be placed less than the distance approved by a duly authorised Inspector of the Civil Aviation Authority or appropriate Aviation Authority.
6. No glider shall be towed over spectators.
7. No part of any race shall be over an area reserved for spectators.

All participants in the Air Meet shall be specifically instructed to avoid flying over spectators and also be made aware of the landing and take-off regulations to apply.

In the event that prevailing winds make it necessary for take-offs to be made in the direction of the spectators, such take-offs shall be made only in any area specified and in a manner specified by a Civil Aviation Authority Inspector or appropriate Aviation Authority, but every effort must then be made to avoid taking off directly towards spectators.

Defence Of Legal Actions And Payment Of Costs And Expenses

The Insurers will defend any legal action which is brought against the Insured alleging Bodily Injury or Property Damage, in respect of the Insurance provided by this Policy, even if the action is proved to be false or fraudulent, but the Insurers shall have the right to make such investigation, negotiations and settlement of any claim or suit as they feel right and proper.

The Insurers will pay the costs and expenses set out in the following paragraphs in addition to any amounts paid in settlement of claims against the Insured:

1. legal costs and expenses which are incurred by the Insurers in defending any action against the Insured, including costs of investigating, negotiating and settling the action.
2. costs awarded against the Insured in any action against them.
3. interest after judgment against the Insured.
4. premiums for providing any bonds which are required in connection with any legal action, although the Insurers will not be responsible for obtaining the bonds unless they so wish.

5. expenses reasonably incurred at the request of the Insurers in connection with any legal action, although the Insurers will not pay for loss of earnings or salaries of the Insured or anyone employed by them.

Should the amount paid or awarded in settlement against the Insured exceed the Limit of Indemnity stated in the Schedule the liability of the Insurer's for payments as detailed in 1 to 3 above will be limited to the same proportion as the Limit of Indemnity bears to the amount paid or awarded in settlement.

Notwithstanding any of the above, the Insurers shall have the right to tender the Limit of Indemnity in settlement of a claim if they consider it to be appropriate to do so. In this event the Insurer's obligations under this Policy will cease as regards the claim.

Additional Costs And Expenses

The Insurers will, subject to their prior approval being obtained, pay, in addition to any amounts payable under this Policy and up to the amount stated in the Schedule, any costs and expenses necessarily incurred by or charged against the Insured as a direct result of an Occurrence for which coverage is provided by this Policy.

The Insurers' prior approval will not, however, be required for necessary emergency medical expenses incurred following an Occurrence.

Cross Liability

The inclusion of additional Insureds in any part of this Policy shall not preclude the rights of the Insured stated in the Schedule to protection under this Policy from claims made against them by the additional Insureds or their employees.

Limitation Of Indemnity

Even though this Policy may apply to more than one Insured, whether additional or otherwise, the total liability of the Insurers under this Policy in respect of any or all Insureds will not exceed the Limit of Indemnity stated in the Schedule.

Claims Procedure

The Insured must:

1. notify the Insurers, by the quickest means possible, of any Occurrence or event which could result in a claim under this Policy, including details of:
 - (a) the nature and place of the Occurrence or event.
 - (b) deaths, injuries and damage to property.
 - (c) names and addresses of any witnesses.
 - (d) the name and telephone number of a contact for further information.

Any information given by telephone, telex or facsimile must be confirmed by mail.

2. help the Insurers at investigations, hearings, trials, inquests and the like as and when required.
3. send to the Insurers any documents received when a claim is made or a suit is filed against them.

The Insured must not:

1. act in any way to the detriment of the Insurers.
2. make statements without the permission of the Insurers other than to a government official or other authorised person.
3. make promises to pay amounts to any person other than the cost of providing emergency services which are imperative at the time and place of an Occurrence. Such payment shall not constitute an admission of liability of the Insured or the Insurers to pay under this Policy.
4. assume or admit any liability without the permission of the Insurers.

Assignment

The Insured's interest under this Policy cannot be assigned without the prior permission of the Insurers.

Subrogation

When the Insurers pay a claim under this Policy they will be entitled to take over the Insured's rights of recovery against any other person or organisation and to institute legal proceedings in the Insured's name. The Insured must not do anything that will interfere with the Insurers' ability to make such recovery and agrees to assist in every way possible and to give evidence if necessary.

The Insurers shall have the right to request that the Insured's rights be assigned to them, such request not to be unreasonably withheld.

Changes

A notice to an agent or knowledge possessed by an agent or by any other person shall not effect a change to any part of this Policy or prevent the Insurers from asserting their rights under this Policy; changes can only be made to this Policy by the addition of endorsements issued by the Insurers.

Jurisdiction

This Policy has been constructed and any dispute or difference arising between the Insured and the Insurers concerning the formation or execution of this Policy shall be settled in accordance with New Zealand Law.

Cancellation

Both the Insured and the Insurers have the right to cancel this Policy by either party giving the other 30 days notice of the intention to do so.

If the Insured cancels the Policy the Insurers will retain short rate of the premium calculated in accordance with the customary short rate cancellation table.

If the Insurers cancel they will retain a proportionate part of the premium, calculated on a daily basis.

Definitions

The following words shall have the meanings set out below wherever used in this Policy:

"Occurrence" means an accident or a continued or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage, provided that such Bodily Injury or Property Damage is unexpectedly caused. All Bodily Injury and/or Property Damage arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

"Bodily Injury" means physical injury sustained by any person, or sickness, disease, disability, shock, mental injury, mental anguish including death at any time resulting therefrom.

"Property Damage" means damage to or destruction of property and the resultant loss of use of such property.