

Givatayim, this 14<sup>th</sup> day of February 2017

**POLICY NO.:** 17-090-005-1003857

WE, THE COMPANY, HEREBY AGREE, IN CONSIDERATION OF PAYMENT TO US BY OR ON BEHALF OF THE ASSURED OF THE PREMIUM SPECIFIED IN THE ENDORSEMENT, TO INSURE AGAINST LOSS, DAMAGE, LIABILITY OR EXPENSE IN THE MANNER AS SHOWN IN THE SCHEDULE.

### SCHEDULE

#### PART 1

<b>Name of Insured:</b> Dekel Para Gliding Parachutes and/or Mr. Asaf Varbin member of the Israeli Association of Powered Parachutes (Hereinafter: "IAPP")
<b>I.D. Numbers:</b> 055541809
<b>Address:</b> P.O.B. 275, Givat Shmuel 54056
<b>Period of Insurance:</b> From: January 30, 2017 To: December 31, 2017 Both Days Inclusive

#### PART 2

Particulars of Aircraft					
(1)	(2)	(3)	(4)	(5)	(6)
Make & Type	Year of Manufacture	Registration Marks	Maximum No. of Passengers:	Amount Insured	Risk Covered
Powered Parachutes & Paragliders	N/A	N/A	1	Not Covered	Not Covered

#### PART 3

Purpose of Use	Special Uses	Special Rental Uses
Private, Pleasure and Commercial Only	Attraction and Instruction Flights:	Not covered



## PART 4

### **Pilots:**

Mr. Asaf Varbin only stated in this Policy who is member of IAPP and holding the appropriate certification by IAPP.

License Requirements: (1) Licenses issued to IAPP member pilot before 1.10.12 is valid even if period on the license has expired. (2) IAPP member pilot that finished his flight instruction training after 1.10.12 subject to the pilot holding a certificate from a flight training instruction school that he had finalized the training course of at least 16 hours of flight instruction.

**Subject always to Pilot's licensing requirements according to the Israeli Law and Regulations.**

## PART 5

### **Geographical Limits:**

Israel and Israeli Coastal Waters Only.

## PART 6

<b>Limits and Deductibles:</b>		
<b>(A)</b>	<b>(B)</b>	<b>(C)</b>
<b>Policy Section &amp; Risk</b>	<b>Amounts to be Deducted</b>	<b>Limit of Indemnity from which must be deducted the amount in column</b>
<b>I</b> <b>Loss of or damage to Aircraft listed in Part 2 above</b>	Not Applicable	No Cover Provided
<b>II</b> <b>Liability to Third Parties</b>	Bodily Injury and Property Damage: \$ 2,500 Each accident	<i>\$ 300,000 and in the annual aggregate.</i>
<b>III</b> <b>Liability to Passengers</b>	Bodily Injury and Property Damage: \$ 2,500 Each accident	<i>\$ 300,000 and in the annual aggregate.</i>

## PART 7

<b>Premium:</b>	TPL/Pax	\$	908
	P.I.	\$	<u>285</u>
	<b>Total</b>	<b>\$</b>	<b>1,193</b>

## PART 8

### **Immediate notice of any claim pursuant to Section IV (B) Paragraph 3 to be given to:**

Irit Hausner, Adv., Tel: 03-7332628 or 054-4578326 Email: [irith@fnx.co.il](mailto:irith@fnx.co.il)  
Elda Dahari, Tel: 03-7332630 or 054-2346582 Email: [eldad@fnx.co.il](mailto:eldad@fnx.co.il)  
Nachum Caspi: Tel: 03-6240935 or 054-4500570 Email: [caspiny@zahav.net.il](mailto:caspiny@zahav.net.il)

## PART 9

### **Conditions of Insurance:**

- London Aircraft Insurance Policy AVN1C 21.12.98 **Excluding** Section I Loss of or Damage to Aircraft.
- Additions and Deletions Clause AVN18A subject to Aviation Short Rate Clause.
- Nuclear Risks Exclusion Clause AVN 38B.
- Noise and Pollution and Other Perils Exclusion Clause AVN 46B.
- Cross Liability Clause AVN63.
- Two Way Cross Liability Clause LSW715
- AVN72 Contracts (Right of Third Parties) Act 1999 Exclusion Clause.
- Date Recognition Exclusion Clause AVN2000A.
- Asbestos Exclusion Clause 2488AGM00003.
- The Insured and Certificate of Insurance holders agree to accept Insurance documentation in the English language.
- War, Hi-jacking and Other Perils Exclusion (Aviation) AVN48B.
- Supplementary payments Clause LSW705 (Limit: 10% of Sum Insured).
- Unauthorized Use Clause (Theft Only) LSW706.
- 30 days notice of cancellation, other than contained in Nuclear Risks Exclusion Clause AVN38B.
- Duty to Disclose Material Facts Notifications as attached.
- Sanctions and Embargo Clause AVN 111.
- **Section III LEGAL LIABILITY TO PASSENGERS** is extended to include legal liability to a co-owner when flying as passenger in the passenger seat of the aircraft. Subject to evidence that the co-owner was not in command of and was not piloting the aircraft in the event of an accident.

### **Flight Instructor Professional Liability Insurance Extension:**

Provides indemnity to the insured against loss arising from any claim during the policy period by reason of:

- any error or omission or negligent act committed in the conduct of the insured's professional business during the policy period.
- defence costs in respect of a claim covered in the policy / court attendance costs: limited to USD 20 000 (reasonable and necessary costs and expenses consent by the insurance company)
- bodily injury
- property damage

And to indemnify Flight Instructors for any legal liability as a result of any accident occurring in the context of below activities:

- during the exploitation in flight and on ground of a civil aircraft carried under instruction flight by any qualified instructor and in respect of the aviation regulations.
- during any instruction flight, training (including for his own), qualification flight, and for every test flight.
- within the scope of the training of an instructor, a pilot, a pupil, or for which the insured is responsible.
- any other aviation-related activity where the insured contributes through its instructor privileges and experience.

#### Exclusions:

- Defamation, criminal prosecution nor all forms of legal liability under civil law, any intentional fraud and dishonesty by the insured, war, hi-jacking and other perils, terrorism, nuclear, joint ventures partner .
- Any damage to the aircraft.

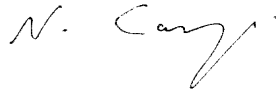
### **Special Conditions and Warranties:**

- It is hereby specifically warranted that cover does not apply if the aircraft is used and/or operated for Commercial uses and/or for Rental uses and/or for Flight School or flight instruction.
- Article 7 – Arbitration – of Section (C) General Conditions applicable to all Sections **is deleted**.

### **Law and Jurisdiction**

All claims under this Policy shall only be submitted to the competent Courts in Tel-Aviv, Israel, to the exclusive jurisdiction of which the original parties to this Policy, their privies, assignees, and any other parties eligible or purporting to sue under this Policy submit themselves to the exclusion of any other jurisdiction.

**It is declared and agreed that the words: "Underwriters" or "Insurers" written in the Policy or in the attached AVN or LSW Clauses shall read "Company".**



For: \_\_\_\_\_  
**The Phoenix Insurance Company Ltd.**  
**Marine and Aviation Department**

Dekel PPA TPL + Pax Liab Policy 30.1.17



## LONDON AIRCRAFT INSURANCE POLICY

**Headings and marginal captions are inserted for the purpose of convenient reference only and are not to be deemed part of this Policy.**

**Certain words and phrases used in this Policy have special meanings which can be found in Section IV (D) Definitions.**

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

### SECTION I LOSS OF OR DAMAGE TO AIRCRAFT

#### 1. Coverage

(a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the risks covered, including disappearance if the Aircraft is unreported for sixty days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part 2(5) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).

(b) If the Aircraft is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part 2(5) of the Schedule.

#### 2. Exclusions applicable to this Section only

The Insurers shall not be liable for

Wear and Tear, Breakdown (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such 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.

HOWEVER accidental loss of or damage to the Aircraft consequent upon 2(a) or (b) above is covered under paragraph 1(a) above

### 3. Conditions applicable to this Section only

Dismantling  
Transport and  
Repairs

(a) 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.

Payment or  
Replacement

(b) If the Insurers exercise their option to pay for or replace the Aircraft

(i) the Insurers may take the Aircraft (together with all documents of record, registration and title thereto) as salvage;

(ii) the cover afforded by this Section is terminated in respect of the Aircraft even if the Aircraft is retained by the Insured for valuable consideration or otherwise;

(iii) the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured.

Amounts to be  
deducted from  
the claim

(c) Except where the Insurers exercise their option to pay for or replace the Aircraft, there shall be deducted from the claim under paragraph 1(a) of this Section

(i) the amount specified in Part 6(B) of the Schedule and

(ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.

No  
Abandonment

(d) Unless the Insurers elect 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.

Other  
Insurance

**(e) No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers.**

See also Section IV

## SECTION II LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

### 1. Coverage

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.

### 2. Exclusions applicable to this Section only

The Insurers shall not be liable for

- |   |   |
|---|---|
| Employees<br>and Others                   | (a) injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured; |
| Operational<br>Crew                       | (b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;   |
| Passengers                                | (c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;   |
| Property                                  | (d) loss of or damage to any property belonging to or in the care, custody or control of the Insured;   |
| Noise and<br>Pollution and<br>Other Peril | (e) claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.  |

### 3. **Limits of indemnity applicable to this Section**

The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

**See also Section IV**



## SECTION III LEGAL LIABILITY TO PASSENGERS

### 1. Coverage

The Insurers will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of

- (a) accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft and
- (b) loss of or damage to baggage and personal articles of passengers arising out of an Accident to the Aircraft.

Documentary  
Precautions

#### **Provided always that**

- (i) 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;
- (ii) if the measures referred to in proviso (i) above include the issue of a passenger ticket/baggage check, the same shall be delivered correctly completed to the passenger a reasonable time before the passenger boards the Aircraft.

Effect of  
Non-  
Compliance

**In the event of failure to comply with proviso (i) or (ii) 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 only

The Insurers shall not be liable for injury (fatal or otherwise) or loss sustained by any

Employees  
and others

- (a) director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured;

Operational  
Crew

- (b) member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft.

3. **Limits of indemnity applicable to this Section**

The liability of the Insurers under this Section shall not exceed the amounts stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition any legal costs and expenses incurred with their written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid for compensatory damages.

**See also Section IV**



## SECTION IV

### (A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply

Illegal Uses	1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in Part 3 of the Schedule and as defined in the Definitions.
Geographical Limits	2. Whilst the Aircraft is outside the geographical limits stated in Part 5 of the Schedule unless due to force majeure.
Pilots	3. Whilst the Aircraft is being piloted by any person other than as stated in Part 4 of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.
Transportation by other Conveyance	4. Whilst the Aircraft is being transported by any means of conveyance except as the result of an accident giving rise to a claim under Section I of this Policy.
Landing and Take-off Areas	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 except as a result of force majeure.
Contractual Liability	6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.
Number of Passengers	7. Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in Part 2(4) of the Schedule.
Non-Contribution	8. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
Nuclear Risks	9. To claims excluded by the attached Nuclear Risks Exclusion Clause. 10.
War, Hi-jacking, and Other Perils	10. To 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.

War,  
Hi-jacking,  
and Other  
Perils (Cont'd)

- (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 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).

**(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS**

**It is necessary that the Insured observes and fulfils the following Conditions before the Insurers have any liability to make any payment under this Policy.**

- Due Diligence
1. The Insured shall at all times use due diligence and do and concur in doing everything practicable to avoid accidents and to avoid or diminish any loss hereon.
- Compliance with Air Navigation Orders etc.
2. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority 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) the employees and agents of the Insured comply with such orders and requirements.
- Claims Procedure
3. Immediate notice of any event likely to give rise to a claim under this Policy shall be given as stated in Part 8 of the Schedule. In all cases the Insured shall
- (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;
  - (b) give notice of any impending prosecution;
  - (c) render such further information and assistance as the Insurers may reasonably require;
  - (d) not act in any way to the detriment or prejudice of the interest of the Insurers.
- The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.

## (C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- Claims Control 1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim.
- Subrogation 2. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they 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.
- Variation in Risk 3. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers.
- Cancellation 4. This Policy may be cancelled by either the Insurers or the Insured giving 10 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Policy. If cancelled by the Insured a return of premium shall be at the discretion of the Insurers. There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Policy.
- Assignment 5. This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon.
- Not Marine Insurance 6. This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.
- Arbitration 7. This Policy shall be construed in accordance with English Law and any dispute or difference between the Insured and the Insurers shall be submitted to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force.
- Two or More Aircraft 8. When two or more Aircraft are insured hereunder the terms of this Policy apply separately to each.
- Limit(s) of Indemnity 9. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of indemnity stated in this Policy.
- False and Fraudulent Claims 10. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.

## (D) DEFINITIONS

1. "ACCIDENT" means any one accident or series of accidents arising out of one event.
2. "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. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement, shall together constitute a single Unit.
3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.
4. "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.
5. "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
6. "BUSINESS" means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
7. "COMMERCIAL" means the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
8. "RENTAL" means rental, lease, charter or hire 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. Rental for any other purpose is NOT insured under this Policy unless specifically declared to Insurers under SPECIAL RENTAL USES in the Schedule.

Definitions 5, 6, 7 and 8 constitute Standard Uses and **do not include** instruction, 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, but when cover is provided details of such use(s) are stated Part 3 of the Schedule under SPECIAL USES.

9. "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.

10 "TAXIING" means movement of the Aircraft under its own power other than in Flight as defined. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.

11 "MOORED" means, in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined, and includes the risks of launching and hauling up.

12 "GROUND" means whilst the Aircraft is not in Flight or Taxiing or Moored as defined above

**AVN1C 21.12.98**



**ADDITIONS AND DELETIONS**  
(Applicable to Liabilities only)

1. 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 Assured and are of the same type as Aircraft already covered hereunder {Response}.
2. The inclusion of additional Aircraft of other types or greater seating capacity shall be subject to special agreement and rating by Underwriters prior to attachment.
3. Aircraft which have been sold or disposed of shall be deleted from this Policy and the Assured shall be entitled to pro rata return of premium.
4. 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.
5. Notice of the addition or deletion of any Aircraft under the provisions of Paragraphs 1 and 3 respectively shall be given to the Underwriters or their representatives in writing within ten days of attachment or deletion.

12/2/75  
AVN18A



## NUCLEAR RISKS EXCLUSION CLAUSE

1. 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) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1(b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<p style="text-align: center;"><b>Emitter</b> <b>(IAEA Health and Safety Regulations)</b></p>	<p style="text-align: center;"><b>Maximum permissible level of non-fixed radioactive surface contamination</b> <b>(Averaged over 300 cm<sup>2</sup>)</b></p>
<p>Beta, gamma and low toxicity alpha emitters</p>	<p>Not exceeding 4 Bequerels/cm<sup>2</sup></p>
<p>All other emitters</p>	<p>(10<sup>-4</sup> microcuries/cm<sup>2</sup>)  Not exceeding 0.4 Bequerels/cm<sup>2</sup>  (10<sup>-5</sup> microcuries/cm<sup>2</sup>)</p>

(iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

22/7/96  
AVN38B

## NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

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 in-flight emergency causing abnormal aircraft operation.

2. With respect to any provision in the Policy concerning any duty of Underwriters to investigate or defend claims, such provision shall not apply and Underwriters shall not be required to defend

- (a) claims excluded by Paragraph 1 or
- (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Underwriters 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 the Policy:

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

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

12/1/72  
AVN46B

## CROSS LIABILITY CLAUSE

In consideration of an Additional Premium of **NIL** the inclusion of Additional Insureds under this Policy shall not preclude the right of recovery hereon by the Original Insured named below in respect of claims made against them by such Additional Insureds or the employees of such Additional Insureds.

Where the coverage provided by this Policy is also provided by other policy or policies, then this Policy shall only pay that amount which is in excess of the amount(s) which would have been payable under such other policy(ies) had this insurance not been effected.

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Policy.

**Original Insured:**

**The Israeli Association of Powered Parachutes (Hereinafter: "PPA") and/or members of PPA**

**AVN 63 1.10.96**

**CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999  
EXCLUSION CLAUSE**

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 are excluded from this insurance or reinsurance.

AVN72 9.2.2000



## ASBESTOS EXCLUSION CLAUSE

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. 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, 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 1 or 2 hereof.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

2488AGM00003

## **WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)**

This Policy does not cover 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 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).

26/8/71  
AVN48B



## SUPPLEMENTARY PAYMENTS CLAUSE

It is hereby understood and agreed that this policy is extended to include cover as more fully set forth in paragraph(s) **(a)** – **(d)** below. It being clearly understood that no cover is provided under those sections of this clause which have not been identified above.

The Underwriters agree to indemnify the Insured for:-

- (a) any reasonable expenses incurred for the purpose of search and rescue operations for an aircraft insured hereunder determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded.
- (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 any other relevant authority into an incident involving the insured aircraft.

Provided always that Underwriters' liability shall not exceed **10% of Sum Insured**

12/93  
LSW705

## UNAUTHORISED USE CLAUSE

No claim under this Policy shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by a servant or agent of the Insured outside the normal scope of his authority shall be not deemed to be an authorisation by the Insured.

LSW706 (12/93)



## **DUTY TO DISCLOSE MATERIAL FACTS**

It is the duty of the Assured to disclose all material facts, and that non-compliance herewith may have possible consequences for this contract.

The Company hereon understands that the Assured has supplied it with complete and accurate information in respect of the risk hereon.

Any and all details and information must be provided, which may influence the Company's consideration when determining whether the risk is acceptable and on which basis, what scope and terms the risk can be accepted.

In the event that it transpires that there has been a failure to make such disclosure, the Company hereon may have grounds for avoiding this contract and/or refuse to pay any claims hereunder.

Please contact us immediately if you have reasons to believe that some information has been inadvertently withheld from the Company's knowledge.

## **TWO WAY CROSS LIABILITY CLAUSE**

It is agreed that the inclusion of more than one Insured in this Policy shall not affect the rights of any Insured as respects any claim or suit by any other Insured, or by any employee of such other Insured. The Policy shall insure each Insured in the same manner as though a separate policy had been issued to each and the Underwriters hereby agree to waive all rights of subrogation which they may have or acquire against any party insured hereon arising out of an accident or occurrence in respect of which any claim is made hereunder. PROVIDED NEVERTHELESS that nothing contained herein shall operate to increase the Underwriters liability as set forth elsewhere in the Policy beyond the amount or amounts for which the Underwriters would have been liable if only one Insured had been named.

12/93  
LSW715