

Schedule 11- Insurance

1. THIRD PARTY (NON-AVIATION) PUBLIC LIABILITY INSURANCE

1.1 Insured

Contractor

1.2 Interest

To indemnify the insured (as set out in paragraph 1.1) in respect of all sums which the insured (as set out in paragraph 1.1) shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person;

1.2.2 loss of or damage to property;

happening during the period of insurance (as set out in paragraph 1.4) and arising out of or in connection with this Contract.

1.3 Limit of indemnity

Not less than [REDACTED]) in respect of any one occurrence, the number of occurrences being unlimited, but [REDACTED] any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the policy). Where the limit of indemnity is supplied in the annual aggregate, Clause 11.4 (Insurance Requirements) will apply.

1.4 Period of insurance

From the Service Commencement Date and for the duration of this Contract and renewable on an annual basis unless agreed otherwise by the parties.

1.5 Territorial limits

United Kingdom and elsewhere in respect of non manual visits.

1.6 Cover features and extensions

1.6.1 Indemnity to principal's clause

1.6.2 Legal defence costs

1.6.3 Contingent motor liability

1.7 Principal exclusions

1.7.1 War and related perils.

1.7.2 Nuclear and radioactive risks.

- 1.7.3 Liability for death, illness, disease or bodily injury sustained by employees of the insured (as set out in paragraph 1.4) arising out of the course of their employment.
- 1.7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable law in respect of such vehicles.
- 1.7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the insured (as set out in paragraph 1.1).
- 1.7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 1.7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 1.7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

1.8 **Maximum deductible threshold**

Not to exceed [**maximum deductible threshold to be proposed by tenderer**] for each and every third party property damage claim (personal injury claims to be paid in full).

2. **AVIATION THIRD PARTY AND PRODUCTS LIABILITY INSURANCE**

2.1 **Insured**

Contractor

2.2 **Interest**

To indemnify the insured (as set out in paragraph 2.1) in respect of all sums that the insured (as set out in paragraph 2.1) may become legally liable to pay as damages in respect of:

- 2.2.1 death or bodily injury contracted by any person; and
- 2.2.2 loss of or damage to property;

happening during the period of insurance and arising out of or in connection with this Contract excluding legal liability in respect of non-aviation liability coverage specified in Paragraph 1, Third Party (Non-Aviation) Public Liability Insurance of this Schedule 11.

2.3 **Limit of indemnity**

Not less than a combined single limit for bodily injury and property damage, [REDACTED] ([REDACTED]) any one occurrence the number of occurrences being unlimited in any annual policy period but in the annual aggregate in respect of aviation product liability (to the extent insured by the policy). Where the limit of indemnity is supplied in the annual aggregate, Clause 11.4 (Insurance Requirements) will apply.

2.4 **Period of insurance**

From the Service Commencement Date and for the duration of this Contract and renewable on an annual basis unless agreed otherwise by the parties.

2.5 Territorial limits

Worldwide subject to the geographical areas exclusion clause in accordance with prevailing aviation insurance market practice LSW617G (or equivalent).

2.6 Cover features and extensions

2.6.1 Personal injury extension clause AVN60A (or equivalent).

2.6.2 Extended coverage endorsement (aviation liability) AVN52E (or equivalent).

2.7 Principal exclusions

2.7.1 Nuclear risks exclusion clause (AVN38B or equivalent)

2.7.2 War, hijacking and other perils exclusion clause (AVN48B or equivalent)

2.7.3 Noise and pollution and other perils exclusion clause (AVN46B or equivalent)

2.7.4 Date recognition exclusion (AVN2000A subject to AVN2001A or equivalent)

2.7.5 Asbestos (AGM248800003) or equivalent)

2.7.6 Contracts (Rights of Third Parties) Act 1999 (AVN72 or equivalent)

2.8 Maximum deductible threshold

Not to exceed [maximum deductible threshold to be proposed by tenderers] each and every claim.

3. AIRCRAFT HULL "ALL RISKS" INSURANCE

3.1 Insured

Contractor

3.2 Insured property

3.2.1 Aircraft owned by the insured (as set out in paragraph 3.1), leased or loaned to insured (as set out in paragraph 3.1) or in their care, custody or control, for which the insured (as set out in paragraph 3.1) will deliver the Services.

3.2.2 Aircraft spare engines, spare parts, components and equipment (including equipment fitted to aircraft and employees' tools), ground support equipment, medical equipment and all other equipment used in connection with the insured's (as set out in paragraph 3.1) aviation operations related to the Services.

3.3 Coverage

All Risks" of physical loss of, or damage to the insured property (as set out in paragraph 3.2) from any cause not excluded.

3.4 Sum insured

3.4.1 Agreed value of the insured property (as set out in paragraph 3.2.1) subject to a maximum agreed value of **[value to be proposed by Tenderers]** for any one aircraft.

3.4.2 **[Value of paragraph 3.2.2 to be proposed by tenderers]**

3.5 Maximum deductible

Not to exceed **[maximum deductible threshold to be proposed by Tenderers]** each and every claim

3.6 Period of insurance

From the date upon which the relevant Aircraft Hull "All Risks" Insurance risk commences, which shall be no later than the Service Commencement Date and renewable on an annual basis unless agreed otherwise by the parties.

3.7 Principal exclusions

3.7.1 Nuclear risk exclusion clause in accordance with prevailing aviation insurance market practice AVN38B

3.7.2 War, hi-jacking and other perils exclusion clause in accordance with prevailing aviation insurance market practice AVN48B

3.7.3 Contracts (Rights of Third Parties) Act exclusion clause in accordance with prevailing aviation insurance market practice AVN72

3.7.4 Mechanical breakdown

3.7.5 Wear, tear and gradual deterioration

3.7.6 Date recognition exclusion in accordance with prevailing aviation insurance market practice AVN2000A subject to AVN2001A.

4. AIRCRAFT HULL WAR RISKS INSURANCE

4.1 Insureds

Contractor

4.2 Insured property

In accordance with paragraph 3.2.1, this Schedule 11 Aircraft Hull "All Risks" Insurance.

4.3 Coverage

Physical loss or damage to the insured property (as set out in paragraph 4.2) arising from:

- 4.3.1 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;
- 4.3.2 Strikes, riots, civil commotions or labour disturbances;
- 4.3.3 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 there from is accidental or intentional;
- 4.3.4 Any malicious act or act of sabotage;
- 4.3.5 Confiscation, nationalisation, seizure, restraint, detention, appropriations, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority; and
- 4.3.6 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.

4.4 Sum insured:

[value to be proposed by tenderers] any one aircraft, with no aggregate limit in respect of all loss or damage to aircraft during the period for any one location, other than extortion, hijack and confiscation expense which is limited to [value to be proposed by tenderers] policy aggregate limit any one loss and in all.

4.5 Maximum deductible:

Not to exceed [maximum deductible threshold to be proposed by tenderers] each and every claim.

4.6 Territorial limits:

Worldwide subject to the geographical areas exclusion clause in accordance with prevailing aviation insurance market practice LSW617G.

4.7 Period of insurance

From the date upon which the relevant Aircraft Hull War Risk Insurance risk commences, which shall be no later than the Services Commencement Date and renewable on an annual basis unless agreed otherwise by the parties.

4.8 Principal exclusions

In the event of an outbreak of war between any of the five major powers only coverage shall terminate automatically.

5. COMPULSORY INSURANCES (EMPLOYERS LIABILITY INSURANCE AND THIRD-PARTY MOTOR LIABILITY INSURANCE)

- 5.1 The Contractor is required to meet its United Kingdom and all other statutory or insurances required by law worldwide in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.

- 5.2 Where relevant, motor third party airside liability insurance with a limit of indemnity of not less than [REDACTED] ([REDACTED]) in respect of any one occurrence the number of occurrences being unlimited in any annual period of insurance in respect of any relevant claims associated with this contract.