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**AIRCRAFT INSURANCE POLICY CONTRACT**

**Broker** : .....  
**Policy N°** : .....  
**Period of Insurance** : .....  
**Location** : .....  
**Insured** : ; .....  
**Address** : .....

This CONTRACT hereinafter referred to as the “Contract” is entered into by and between ..... Hereinafter referred to as “the Insured” and PRIME INSURANCE, incorporated in Rwanda under the Registry number 100005883 Represented by: ....., the Chief Executive Officer of the company Hereinafter referred to as “the Insurer”. WHEREAS, the insured has requested to the insurer to cover by an insurance contract its properties in the present contract (hereafter called the “Aviation Insurance Policy Contract”); WHEREAS, the insurer, has agreed to have the professional skills, the required competence as well technical resources as in staff;

Whereas the Insured named in the attached Schedule has paid the premium specified in the Schedule to the (hereinafter called "the Company"). Now we the Company hereby agree to insure against loss, damage or liability arising from an accident occurring during the Period of Insurance to the extent and in the manner hereinafter provided. The Company binds itself to pay or make good to the Insured or to indemnify him against all such loss, damage or liability as herein provided after such loss, damage or liability is proved and the proportion of the total sum insured for which the Company is liable shall be ascertained in accordance with the terms, conditions and exceptions of the policy.

**Risks insured:**

RISK DESCRIPTION COVERS		Limit of Indemnity (Euro)	Deductable (Euro)	PREMIUM (Euro)
Two aircrafts (DA-42), 1Million Euros for each,used Mapping & Photography	<b>Hull All Risk</b>		-	-
	<b>Third Party Liability : CSL</b>		-	-
	<b>Crew Personnal Accident:</b>	-	-	-
xxxxxx	Accident all Risk	-	-	-
xxxxxx	Accident all Risk	-	-	-
<b>Total Net Premium</b>				-
<b>Fees</b>				-
<b>VAT</b>				-
<b>TOTAL PREMIUM</b>				-

Wednesday, June 1, 2022

For and on behalf of Insured:  
 .....

For and on behalf of Insurer:  
**PRIME INSURANCE Ltd**

## SECTION I: LOSS OF OR DAMAGE TO AIRCRAFT

### 1. Coverage

(a) The Company will at its 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 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 on Condition 3(c) below.

(b) If the Aircraft is insured hereby for the risks of Flight, the Company 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 specified in Part 2 (5) of the Schedule.

### 2. Exclusions applicable to this Section only

The Company shall not be liable for:

(a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit, (hereinafter defined) 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.

(c) any expense or loss incurred in connection with or directly arising out of the replacement of any undamaged part or parts of or Unit of the Aircraft which, in terms of Service Bulletins and/or air navigation regulations and/or Airworthiness Directives and/or orders and requirements issued by any competent authority, is required to be repaired or replaced at the time that the repair of accidental damage of the Aircraft is carried out.

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

### Geographical Limit

Standard Insurance provides coverage worldwide subject to the exclusion of USA, Canada, Japan and the countries Listed below,

- (a) Algeria, Cabinda, Central African Republic, Congo, Eritrea, Ivory Coast, Liberia Mauritania, Nigeria
- (b) Colombia, Ecuador, Peru
- (c) Afganistan, Jammu & Kashmir, Myanmar, North Korea, Pakistan
- (d) Georgia, Nagorno – Karabakh, North Caucasian Federal District.
- (e) Iran, Iraq, Libya, Syria, Yemen.
- (f) Any county where the operation of the insured Aircraft is in breach of United Nations sanctions.

Please stipulate should you wish any of the said above excluded countries.

If Should be included, please detail the security measures at the airports as well as advise the maximum stay at those destinations:

### 3. Conditions applicable to this Section only

(a) If the Aircraft is damaged:

(i) no dismantling or repairs shall be commenced without the consent of the Company 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 Company will pay only for repairs and transport of labour and materials by the most economical method unless the Company agrees otherwise with the Insured.

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

(i) the Company 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

(c) There shall be deducted from each 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 (hereinafter defined) of any Unit repaired or replaced as the used time bears to the Overhaul Life (hereinafter defined) of the Unit.

(d) Any claim in respect of an engine is restricted to loss or damage caused by theft, lightning, flood, outbreak of fire external to the engine or by sudden and unexplained impact with a foreign object requiring immediate withdrawal of the engine from service.

(e) Unless the Company elects 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 Company.

(f) 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 Company.

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

### **1. Coverage**

The Company 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 there from.

### **2. Exclusions applicable to this Section Only**

The Company shall not be liable for claims arising from

(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

(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.

- (c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft.
- (d) loss of or damage to any property belonging to or in the care, custody or control of the Insured.
- (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 Company under this Section shall not exceed the amounts stated in Part 6II(C) of the Schedule, less any amounts under Part 6II (B). The Company will defray in addition any legal costs and expenses incurred with its 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 Company 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 Company 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.

**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 at a reasonable time before the passenger boards the Aircraft.

In the event of failure to comply with proviso (i) or (ii) the limit of indemnity provided by the Company 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 Company shall not be liable for injury (fatal or otherwise) or loss sustained by any

- (a) director or employee of the Insured or partner in the Insured's business whilst acting during his employment with or duties for the Insured;
- (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 Company under this Section shall not exceed the amounts stated in Part 6III(C) of the Schedule, less any amounts under Part 6III (B). The Company will defray in addition any legal costs and expenses incurred

with its 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 Company 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:-

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;
2. whilst the Aircraft is outside the geographical limits stated in Part 5 of the Schedule unless due to force majeure;
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;
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 1 of this Policy;
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;
6. to liability assumed or rights waived by the Insured under any agreement (other than passenger ticket/baggage check issued under Section 111 hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement;
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;
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.
9. to claims excluded by the attached Nuclear Risks Exclusion Clause.
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;
  - (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 acts 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 any 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 a condition precedent to any liability attaching under this Policy that the Insured observes and fulfils the following:**

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 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 Company or their agents on request;
  - (c) the employees and agents of the Insured comply with such orders and requirements.
3. Immediate notice of any event likely to give rise to a claim under this Policy shall be given as stated in Part 10 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 (by a Third Party or Passenger) with any letters or documents relating thereto
  - (b) give notice of any impending prosecution
  - (c) render such further information and assistance as the Company may reasonably require
- (d) not act in any way to the detriment or prejudice of the interest of the Company.

**The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Company.**

#### **(C) GENERAL CONDITIONS APPLICABLE TO ALL**

#### **SECTIONS 6**

1. The Company shall be entitled (if it so elects) at any time and for so long as it desires to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim.
2. Upon an indemnity being given or a payment being made by the Company under this Policy, it shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Company to exercise such rights and remedies.
3. Should there be any change in the circumstances or nature of the risk which materially affect the risk, such changes shall be notified in writing to the Company immediately and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Company.
4. This Policy may be cancelled by either the Company or the Insured giving 30 days notice in writing of such cancellation. If cancelled by the Company, it shall 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 Company. There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Policy.
5. This Policy shall not be assigned in whole or in part except with the consent of the Company verified by endorsement hereon.
6. This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.
7. This Policy shall be construed in accordance with Rwandan Law and any dispute or difference between the Insured and the Company may be submitted at the request of either party and by mutual consent to arbitration in accordance with the Statutory provision for arbitration for the time being in force.
8. When two or more aircraft are insured hereunder the terms of this policy apply separately to each.
9. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Company in respect of any or all Insureds shall not exceed the Limit(s) of indemnity stated in this Policy.
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.
11. 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.
12. This Policy will not indemnify the Insured in respect of fines, penalties, or punitive, exemplary or vindictive damages.
13. Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein shall not apply to
  - (a) Compensations or damages in respect to judgements delivered or obtained in the first instance otherwise than by a Court of competent jurisdiction within the Republic of Rwanda.
  - (c) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the Republic of Rwanda.

## (D) DEFINITIONS

- (a) "**Accident**" means any one accident or series of accidents arising out of one event.
- (b) "**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.
- (c) "**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.
- (d) "**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.
- (e) "**Private Pleasure**" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
- (f) "**Business**" means the uses stated in Private Pleasure and use for the purpose of the Insured's business or profession but NOT use for hire or reward.
- (g) "**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.
- (h) "**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 the Company and the detail of such use(s) stated in Part3 of the Schedule under SPECIAL RENTAL USES.
- Definitions (e), (f), (g) and (h) constitute Standard Uses and do not include carriage or ferry of khat (miraa), instructions, 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 in Part3 of the Schedule under SPECIAL USES.
- (i) "**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.
- (j) "**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.
- (k) "**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.
- (l) "**Ground**" means while the aircraft is not in flight or taxiing or moored as defined.

## SCHEDULE

SCHEDULE: Continued

<b>PART 1</b>	<b>POLICY NO.:</b> .....	<b>PROPOSAL DATE:</b> ...../...../20.....
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<b>AGENCY:</b>
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<b>NAME OF INSURED:</b> .....
<b>ADDRESS</b> : .....

<b>PERIOD OF INSURANCE:</b>	<b>FROM:</b> ..../...../20.....	<b>TO:</b> ...../...../20	<b>Both days inclusive</b>
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**PART 2 PARTICULARS OF AIRCRAFT**

(1) Make and Type	(2) Year of Manufacture	(3) Registration Marks	(4) Maximum declared No. of passengers	(5) Amount Insured Agreed Value	(6) Risks Insured
.....	.....	.....	?????	(RWF/USD) .....	<b>FLIGHT RISKS</b>

**PART 3 PURPOSE OF USE**

	<b>SPECIAL USES</b>	<b>SPECIAL RENTAL USES</b>
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**PART 4 PILOTS WARRANTY: AS APPROVED BY INSURED SUBJECT TO REGULATORY APPROVAL**

**PART 5 GEOGRAPHICAL LIMITS:** .....

<b>PART 6</b>	<b>LIMITS OF DEDUCTIBLES</b> (Appropriate boxes to be completed – others to be marked N/A )		
	<b>A</b> POLICY SECTION & RISK	<b>B</b> AMOUNTS TO BE DEDUCTED	<b>C</b> Limit of Indemnity from which must be deducted the amount in column (B)
	I		As per part 2 (5)

	Loss of or damage to Aircraft listed in part 2 above	...../RWF USD Each and Every Claim excluding Total Loss	
	II Liability to Third Parties	Bodily Injury Damage to Property Each accident	Bodily Injury and damage to Property Combined each accident and in aggregate during policy.
	III Liability to Passengers	Bodily Injury Each Accident Baggage & Personal Articles - Each Accident	Bodily Injury Each person . Each Accident/Aircraft Baggage & Personal Each person Each Accident/Aircraft.
	Combined Single Limit Liability to Third Party and Passengers Combined	Third Party Bodily Injury/Damage to Property - RWF/USD ..... Passenger Legal Liability -RWF/ USD. .... War Risk Liability RWF/USD.....	Bodily Injury and Third-party property damage combined  During the policy period. Passenger Legal Liability limited to Per passenger any one accident. Max N/A
<b>PART 7</b>	PREMIUM	Premium Payment Schedule.  Inception:	Section II  <b>Total AS PER OUR DEBIT NOTE</b>
<b>PART 8</b>	Clauses and Warranties attaching to and forming part of policy 1. War, Hijacking and Other Perils Exclusion Clause-AVN 48B 2. Aviation Radioactive Contamination Exclusion Clause- AVN 38A 3.Noise and pollution and Other Perils Exclusion Clause-AVN 46B	4.Date Recognition Clause -AVN2000A 5. Asbestos Exclusion Clause-AVN 96 6. Cancellation Clause - ( 30 Days) 7. Chemical Liability Exclusion Clause 8. Miraa & other Illegal flights Excluded. 9. All flight risks subject to Certificate of Airworthiness 10. Lien Clause - .....	
<b>PART 9</b>	Subject to Rwandan Law and Jurisdiction		
<b>PART10</b>	Immediate Notice of claim pursuant to Section IV(B) Condition -3 to be given to		

Dated This \_\_\_\_\_ Day of \_\_\_\_\_

## CLAUSES ATTACHING TO AND FORMING PART OF THIS POLICY

### DATE RECOGNITION EXCLUSION CLAUSE -AVN. 2000A

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability 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) to accurately or

completely process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such 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 whatsoever 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 Company to investigate or defend claims shall not apply to any claims so excluded.

**AVIATION RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE  
(GENERAL) (Approved by Lloyd's Aviation Underwriters' Association)- AVN38A**

1. This policy does not cover

(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from

(b) any legal liability of whatsoever nature

directly or indirectly caused or contributed to by or arising from ionising radiations or contamination by radioactivity from any source whatsoever.

2. Loss, destruction, damage, expense or legal liability which, but for the provisions of paragraph (1) of this Clause, would be covered by this policy, and is a directly or indirectly caused or contributed to by or arises from ionising radiations or contamination by radioactivity from any radioactive materials in course of carriage as cargo under International Air Transport Association regulations, shall (subject to all the other provisions of this policy) be covered, provided that:

(a) it shall be a condition precedent to the liability of the Underwriters that the carriage of any radioactive materials shall in all respects comply with the current regulations issued by the International Air Transport Association relating to the carriage of restricted articles by air;

(b) the loss, destruction, damage, expense or legal liability shall have occurred or arisen during the period of this policy, and any claim by the Assured against the Underwriters or by any claimant against the Assured shall have been made within three years after the date of the occurrence giving rise to the claim;

(c) in the case of any claim by virtue of this paragraph (2) under the Hull section of this policy, the level of contamination shall have exceeded the maximum permissible level set out in the following scale:-

Emitter

Maximum permissible level of  
non-fixed radioactive surface  
contamination (Averaged over  
300 cm sq

Alpha emitters in Group 1 Not exceeding 10 microcuries  
of the IAEA list of

per cm sq.

radioisotopes (IAEA Health  
and Safety Series No.6

(d) the cover afforded by this paragraph (2) may be cancelled at any time by the Underwriters giving seven days' notice of cancellation.

#### **NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE-AVN46B**

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 the Company to investigate or defend claims, such provision shall not apply and the Company 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, the Company 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.

#### **ASBESTOS EXCLUSION CLAUSE AVN 96 17.3.04**

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 or exposure to asbestos in any form whatsoever ,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, indemnify for any costs or damages relating to or in any other way respond to the actual, alleged or threatened presence of asbestos in any form whatsoever.

Notwithstanding any other provisions of this Policy the Company 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.

**CHEMICAL LIABILITY EXCLUSION CLAUSE**

Notwithstanding any provision to the contrary within this Policy or any Endorsement thereto, it is hereby declared and agreed that the insurance provided by this Policy excludes any chemical liability directly or indirectly arising out of or in relation to the use of the aircraft(s)

**AVN MIRAA FLIGHTS EXCLUDED**

It shall be a condition precedent to the liability of the Company that the carriage of Miraa and or associated goods shall in all respect is excluded in all flights.  
In the event of carriage of Miraa and or associated goods by the Insured, all liabilities of the Company under this contract shall cease to exist.

**COMMUNICABLE DISEASE EXCLUSION (LMA5503) 15 MAY 2020**

1. Notwithstanding any provision to the contrary within this reinsurance agreement, this reinsurance agreement excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to the other terms, conditions and exclusions contained in this reinsurance agreement, this reinsurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire, riot, riot attending a strike, civil commotion, vandalism and malicious mischief.

**SANCTION LIMITATION AND EXCLUSION**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union as well as United Kingdom or United States of America insofar as they are not in contradiction to the legislative provisions applicable to the Reinsurer concerned.

Wednesday, June 1, 2022

**For and on behalf of Insured:**  
.....

**For and on behalf of Insurer:**  
**PRIME INSURANCE Ltd**