

THIS DOCUMENT IS ISSUED AS EVIDENCE OF INSURANCE ONLY, IT DOES NOT CONSTITUTE A LEGAL CONTRACT OF INSURANCE IT IS ONLY NOTICE TO YOU OF THE COVERAGE TO WHICH YOU ARE ENTITLED AS A CURRENT MEMBER OF B.H.P.A.

AVIATION LIABILITY INSURANCE
EVIDENCE OF INSURANCE

When reading or relying upon this document, the accompanying membership card of the member must also be produced.

Master Policyholder:

The Master Policyholder has procured Insurance under a Master Policy numbered **501/MU08AJXP** in respect of Aviation Liability for Entity(ies)/Persons who have been accepted for Insurance. This document is issued to you as evidence that your name has been added as a Entity/Person Insured under the above-mentioned Master Policy.

The Insurance provided is in accordance with the terms and conditions contained in the Master Policy. The Master Policy is available for inspection upon application to the Master Policyholder.

The details that follow are those shown in the Master Policy as applicable to your Insurance. In the event of discrepancy between the details contained in this document and those shown in the Master Policy then those shown in the Master Policy shall prevail.

This Evidence of Insurance has been issued by: British Hang Gliding and Paragliding Association

Dated: June 2008

The following is a summary of the main features of the Insurance. It does not contain all the terms and conditions of the contract. Full details of these are contained in the Master Policy. This summary forms part of your Evidence of Insurance.

A. The Master Policy covers only for your legal liability to others. You are strongly advised therefore to effect your own Personal Insurance.

B. The Master Policy may be inspected at the offices of the B.H.P.A. whose address is: The Old Schoolroom, Loughborough Road, Leicester, LE4 5PJ,

Or, via written application to the above address, you may request a copy of the Master Policy.

COVERAGE

To indemnify the Entity/Person Insured for all sums which you may become legally liable to pay as compensatory damages in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property, premises liability and liability arising from the rigging and packing of parachutes used in emergency or critical situations, occurring from any Hang Gliding or Paragliding activity carried out in accordance with the Rules, Regulations and operating Procedures of the B.H.P.A.

Noted and agreed in respect of Microlight aircraft coverage hereon includes Third Party Liability (excluding liability to passengers) in respect of "tug" aircraft only whilst operated by members of the B.H.P.A. Warranted no Passengers carried and that coverage is restricted hereunder to towing operations only. This activity is only covered if it is carried out in accordance with the Rules, Regulations and operating Procedures of the B.H.P.A.

Subject always to the policy limit, the Master Policy also operates when applicable as an excess policy providing coverage over and above any insurance which has been compulsorily or voluntarily purchased or held by you for activities outside the United Kingdom.

EXCLUSIONS:

AIRCRAFT LIABILITY SECTION

Insurance does not apply:

1. Whilst the Aircraft is being used for any illegal purpose or in breach of the Rules, Regulations and Operating Procedures of B.H.P.A.;
2. Whilst the Aircraft is landing on or taking off or attempting to do so from a place or in a manner which does not comply with the Rules, Regulations and operating Procedures of B.H.P.A. except as a result of force majeure; or
3. Whilst the Aircraft is being piloted by any person, other than as named in this Evidence.

PREMISES LIABILITY SECTION

Insurance does not apply to:

1. Loss of damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Entity/Person Insured or any servant of the Entity/Person Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Entity/Person Insured whilst on the premises specified in the schedule.
2. Bodily Injury or property damage caused by:
 - (a) Any mechanically propelled vehicle which the Entity/Person Insured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, of where no such law exists, whilst such vehicle is on any public highway; or
 - (b) Any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by the Entity/Person Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground.

PRODUCTS LIABILITY SECTION

This Insurance does not apply to:

1. All product liability risks with the exception of the service of rigging or packing of parachutes by B.H.P.A. EPPL holders used in emergency or critical situations on behalf of the B.H.P.A. or Entity(ies)/Person(s) Insured of the B.H.P.A..
2. Damage to the property of the Entity/Person Insured or to the property within his care, custody or control.
3. Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting there from.
4. The cost of making good any faulty workmanship for which the Entity/Person Insured, his employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

GENERAL EXCLUSIONS	<p>Insurance does not apply to losses involving:</p> <ol style="list-style-type: none"> 1. Employers' Liability; 2. War Risks; 3. Nuclear Risks; 4. Asbestos; 5. Noise and Pollution Liability other than as provided for herein; or 6. Date Recognition.
LIMIT OF LIABILITY:	<p>GBP 2,000,000 any one accident/any one location and in the aggregate in respect of Products, all coverages hereon involving instructional schooling activities as well as any form of tandem flying the Liability limit for bodily injury to any passenger or pilot flying in the Aircraft as defined is limited to GBP 25,000 any one accident.</p> <p>Coverage excluded by paragraph 1(a) of AVN 46B is re-instated subject to a limit any one Entity/Person Insured of GBP 100,000 any one accident and in the aggregate each Entity/Person Insured.</p>
EXCESS	<p>An Excess of GBP 250 applies and is payable by the Entity/Person Insured to the Insurers; this applies to each and every property damage claim. Indemnity under the Insurance is subject to payment of this Excess.</p>
PERIOD	<p>Up to but not exceeding 12 months ending on the expiry date shown on your B.H.P.A Membership Card but in no case later than 31st December 2009.</p>
GEOGRAPHICAL LIMITS:	<p>Worldwide (but excluding the USA and Canada) for a UK resident Member including UK Service Personnel whilst serving overseas in the Forces. Non-UK resident Members only covered whilst flying in the UK.</p>
NON-UK FLYING	<p>Coverage for Hang Gliding and Paragliding activities outside the UK (including Eire) but always excluding USA and Canada is restricted to an aggregate maximum of 120 days in any one individual policy year. Each Entity/Person Insured will be required to provide adequate proof that all periods spent abroad where a glider is taken, hired or used do not exceed the aggregate maximum as above. Periods in excess of 120 days in the aggregate may only be included with the authorisation of the Insurers, and must be reported to the B.H.P.A.</p>
CHOICE OF LAW	<p>The Insurance shall be governed by and construed in accordance with the law of England and Wales and the Courts of England and Wales shall have jurisdiction over the Insurance.</p>
CANCELLATION	<p>You have the right to cancel this contract within 14 days of inception/renewal date, or the date of receipt of this Policy Summary, whichever is the later.</p> <p>To exercise this right, you must return this Policy Summary to B.H.P.A., The Old Schoolroom, Loughborough Road, Leicester, LE4 5PJ requesting cancellation. On receipt of this, we will refund to you the premium you have paid us less a charge (minimum of GBP 26.25) proportionate to the amount of cover given to you. If you do not exercise this right, then the insurance will continue and you should pay us the full annual premium advised to you in accordance with the payment method selected.</p> <p>In the event of cancellation after 14 days there will be no return premium due.</p>
ADMISSION OF LIABILITY	<p>YOU MUST NOT MAKE ANY ADMISSION OF LIABILITY OR PAYMENT, OR OFFER, OR PROMISE OF PAYMENT WITHOUT THE WRITTEN CONSENT OF THE INSURERS.</p> <p>YOU MUST ALSO DO ANYTHING REASONABLY PRACTICABLE TO AVOID ACCIDENTS AND TO AVOID OR DIMINISH ANY LOSS.</p>

ACCIDENT REPORTING

All incidents or accidents which are likely to give rise to a claim must be reported claim must be reported on a B.H.P.A. Accident Report Form to the B.H.P.A. at The Old Schoolroom, Loughborough Road, Leicester, LE4 5PJ within 48 hours of the occurrence. Failure to do so may affect the entitlement to the insurance coverage.

COMPLAINTS

If you have cause for complaint, we would ask that you first contact B.H.P.A. Should you remain dissatisfied, you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law.

The address is:

Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA.

Tel: 020 7327 5693

Fax: 020 7327 5225

Email: complaints@lloyds.com

In the event that the Complaints Department is unable to resolve your complaint, it may be possible to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate time.

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