natsure
AVIATION

Fixed Wing Pilot Excess

Policy Document

[Client]

[Policy]



FIXED WING PILOT EXCESS POLICY
NATSURE AVIATION-2024/1

In consideration of the payment of the premium by or on behalf of the Insured (named in the Schedule) prior to the inception date and the Insured having by proposal or declaration, which shall form the basis of this insurance and is deemed to be incorporated herein, applied to Compass Insurance Company Limited (hereinafter call the Insurers) for the insurance hereinafter set out, the Insurers agree subject to the Terms, Conditions, Warranties, Exclusions, Clauses and limitations contained herein or endorsed hereon, to indemnify or compensate the Insured for any liability incurred as a direct result of the Insured person having piloted an aircraft which is covered in terms of the Aircraft Owner's Hull All Risk Insurance Policy and in respect of which a valid and collectable claim can be made or could be made save only for any deductible provision contained therein.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

As bound by:

Natsure Aviation a division of Natsure Underwriting Managers (Pty) Ltd

Spaces, Pegasus Building 1,
210 Amarand Avenue,
Pretoria East,
0184

Acting for and on behalf of Compass Insurance Company Limited

Dated this 08 November 2024 in Pretoria, South Africa

Signed: _____

Your Name & Surname
Your e-mail address
Your Designation

This Schedule forms part of the Policy wording and must be read in conjunction with the applicable wording.

For policy valuation purposes all amounts stated in the policy including sums insured, limits of cover and deductibles, are expressed inclusive of VAT at 15%. For clarity it is noted that in cases where a deductible is expressly recovered by an Insurer from an Insured the excess amount in terms of the policy so recovered does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively.

FIXED WING PILOT EXCESS POLICY

The cover afforded by this Policy shall be limited to:

1. the amount of the deductible payable in terms of the Aircraft Owner's Hull All Risks Insurance Policy, or
2. the cost of making good the loss or damage, or
3. the maximum sum insured stated in the Schedule,

whichever is the lesser.

Conditions Applicable to this Policy

1. Cover is subject to the terms, conditions and exclusions as set out in the policy wording which together with the Schedule forms the contract of insurance.
2. The Insurance shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operating of the aircraft.
3. This insurance covers only standard-type fixed wing piston engine aircraft piloted by the Insured.
4. The Insured shall, upon knowledge of an event likely to give rise to a claim in terms of this Policy, give advice to the Insurer within seven days.
5. This insurance may be cancelled by either the Insured or the Insurer giving 10 days notice in writing of such cancellation. If cancelled by the Insurer 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 shall be at the discretion of the Insurer. There will be no refund in respect of any policy on which a claim has been paid, is pending or where Insurers have incurred any costs.
6. In respect of premiums paid by Debit Order, if the premium is not paid on the date that it was due to be paid we will re-debit in the following month and should the outstanding premium not be paid when re-debited, the policy will be cancelled from the date the first unpaid premium was due to be paid.

General Exclusions Applicable to this Policy

The policy does not apply:

1. While the aircraft is outside the Geographical Limits specified in the Aircraft Hull All Risks Insurance Policy.
2. If a claim made under the Aircraft Hull All Risks Insurance Policy is repudiated or declined.
3. If any “ex gratia” payment is made in terms of the Aircraft Hull All Risks Insurance Policy.
4. To crop spraying aircraft, rotor wing aircraft, balloons, gliders, and homebuilt aircraft.
5. To any pilot, who does not comply with the Pilots provision of the Aircraft Hull All Risks Policy.
6. Should any other deductible insurance be in force at the time of any accident then this cover shall be deemed to be invalid.
7. If the aircraft is used for the purpose of parachute dropping, all forms of aerial applications, including but not limited to firefighting, all forms of game work, aerobatics and banner towing.

8. To aircraft owned in whole or in part by the Insured.

9. Whilst acting as a flying instructor in respect of Flying instruction / training.

Warranty

1. Warranted that the Aircraft Hull All Risks Insurance Policy be maintained in full force and effect during the currency of this policy.

2. All premiums other than debit order premiums are payable prior to inception and cover will only incept once Natsure Aviation have received the following:

   - Duly completed and signed Proposal Form
   - Copy of Deposit Slip / EFT slip or signed Debit Order form

Clauses

Sanction Limitation and Exclusion Clause

The Insurer shall not be deemed to provide cover nor 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 the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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, the Insurer 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.

Date Recognition Exclusion Clause

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, delict, 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) accurately or completely to process, exchange or transfer year, date or time date 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 Insurers to investigate or defend claims shall not apply to any claims so excluded.

Insurers Liability Clause

Insurer's liability several not joint

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer is shown next to its stamp. This is subject always to the provision concerning "signing" below.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer. A definitive proportion is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

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.

Nuclear Risks

This Policy does not apply:

i) to 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) to any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

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AVIATION

Rotor Wing Pilot Excess

Policy Document

This Schedule forms part of the Policy wording and must be read in conjunction with the applicable wording.

For policy valuation purposes all amounts stated in the policy including sums insured, limits of cover and deductibles, are expressed inclusive of VAT at 15%. For clarity it is noted that in cases where a deductible is expressly recovered by an Insurer from an Insured the excess amount in terms of the policy so recovered does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively.

ROTOR WING PILOT EXCESS POLICY

The cover afforded by this Policy shall be limited to:

1. the amount of the deductible payable in terms of the Aircraft Owner's Hull All Risks Insurance Policy, or
2. the cost of making good the loss or damage, or
3. the maximum sum insured stated in the Schedule,

whichever is the lesser.

Conditions Applicable to this Policy

1. Cover is subject to the terms, conditions and exclusions as set out in the policy wording which together with the Schedule forms the contract of insurance.
2. The Insurance shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operating of the aircraft.
3. This insurance covers only rotor wing aircraft piloted by the Insured.
4. The Insured shall, upon knowledge of an event likely to give rise to a claim in terms of this Policy, give advice to the Insurer within seven days.
5. This insurance may be cancelled by either the Insured or the Insurer giving 10 days notice in writing of such cancellation. If cancelled by the Insurer 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 shall be at the discretion of the Insurer. There will be no refund in respect of any policy on which a claim has been paid, is pending or where Insurers have incurred any costs.
6. In respect of premiums paid by Debit Order, if the premium is not paid on the date that it was due to be paid we will re-debit in the following month and should the outstanding premium not be paid when re-debited, the policy will be cancelled from the date the first unpaid premium was due to be paid.

General Exclusions Applicable to this Policy

The policy does not apply:

1. While the aircraft is outside the Geographical Limits specified in the Aircraft Hull All Risks Insurance Policy.
2. If a claim made under the Aircraft Hull All Risks Insurance Policy is repudiated or declined.
3. If any “ex gratia” payment is made in terms of the Aircraft Hull All Risks Insurance Policy.
4. To crop spraying aircraft, fixed wing piston engine aircraft, balloons, gliders, and homebuilt aircraft.
5. To any pilot, who does not comply with the Pilots provision of the Aircraft Hull All Risks Policy.
6. Should any other deductible insurance be in force at the time of any accident then this cover shall be deemed to be invalid.
7. If the aircraft is used for the purpose of any form of aerial applications, including but not limited to firefighting, and all forms of game work and banner towing.
8. To aircraft owned in whole or in part by the Insured.
9. Whilst acting as a flying instructor in respect of Flying instruction / training.

Warranty

1. Warranted that the Aircraft Hull All Risks Insurance Policy be maintained in full force and effect during the currency of this policy.

2. All premiums other than debit order premiums are payable prior to inception and cover will only incept once Natsure Aviation have received the following:

   - Duly completed and signed Proposal Form
   - Copy of Deposit Slip / EFT slip or signed Debit Order form

Clauses

Sanction Limitation and Exclusion Clause

The Insurer shall not be deemed to provide cover nor 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 the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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, the Insurer 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.

Date Recognition Exclusion Clause

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, delict, 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) accurately or completely to process, exchange or transfer year, date or time date 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 Insurers to investigate or defend claims shall not apply to any claims so excluded.

Insurers Liability Clause

Insurer's liability several not joint

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer is shown next to its stamp. This is subject always to the provision concerning "signing" below.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer. A definitive proportion is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

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.

Nuclear Risks

This Policy does not apply:

i) to 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) to any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.