



Aviation Legal Liability Insurance Conditions for Clubs, Landing Places/Airfields, Flight Instructors, Parachute Packers, Inspectors, Event Holders, Fuelling of Aircraft and Vehicles which do not require registration (AVB 304/2008)

1 Subject of the insurance

1.1 The Insurer shall provide cover where a claim is made against the policyholder by a third party, following a loss which has occurred during the policy period, on the basis of legal liability regulations under private law, due to the death, injury or impairment of the health of persons (bodily injury) or to the damage or destruction of property (property damage).

1.2 Insurance cover includes legal liability arising from the insured risks.

An insured event as defined by this policy is a loss event which could give rise to liability claims against the policyholder. 1.3.2 as the builder or building contractor on the properties serving the insured activity, provided that the costs of construction work on an individual basis are not estimated to exceed EUR 50,000.

1.3. Insurance cover for event holders, clubs and owners of landing places and airfields includes legal liability

1.3.1 as the owner, hirer, lessee, usufructuary of properties, buildings or premises which solely serve the insured activity 1.3.3 Legal liability as a former owner of these properties arising from Section 836, Para. 2 BGB if the insurance existed up to the change of ownership, 1.3.4. of the sequestrators, official receivers or bankruptcy commissioners in this capacity.

1.4. The insurance policy, its endorsements or the application show which risks are covered.

2 Additional insureds

The cover shall also comprise the personal legal liability

2.1 of the legal representatives of the policyholder and of such persons whom

the policyholder has employed for the management or supervision of the insured

company, plant, works or operation or of a part of the insured company, plant, works or operation,

2.2 of all other members of staff or club members for losses or damage which they cause in the performance of their tasks and duties on behalf of the policyholder. Excluded are liability claims arising from physical/bodily injury as a result of accidents at work and industrial/occupational diseases within the company, plant, works or operations of the policyholder according to German Social Security Code VII.

3 Territorial scope

The insurance only covers risks sourced inland and applies to claims worldwide

4 Exclusions

4.1. Insurance cover shall not be granted

4.1.1. if in the event of a loss not all requisite authorisations and ratings or certificates of qualification for the respective insured activity for the respective insured activity existed, official permits had not been granted or requirements had not been fulfilled,

4.1.2 for the usage of vehicles, trailers, aircraft and watercraft by the policyholder, 4.1.3 for losses arising from the existence or usage of tank installations of any kind and from activities connected with fuelling and defuelling,

4.1.4 for losses caused by the explosion or combustion of such materials which the policyholder or his authorised representatives handled not in accordance with official directives,



4.1.5. for liability claims if such claims exceed the scope of the policyholder's legal liability due to contractual or special agreements or due to independent guarantee promises,

4.1.6. for property damage caused by the gradual impact of temperature, of gases, fumes or moisture, precipitation deposits (smoke, soot, dust and suchlike), or also by waste water and the formation of fungus,

4.1.7 for claims to annulment, reduction, remedy, redelivery (replacement), due to delay/default, non-fulfilment provided that this does not involve consequential losses caused by defects which are expressly covered, from the statutory assumption of risks for accidental perishing and accidental deterioration, due to costs in expectance of orderly performance (e.g. investments made in vain),

4.1.8 due to damage or loss of

4.1.8.1 to third-party property which the policyholder has leased, rented, borrowed or has

obtained by means of unlawful interference with possession or which is the subject matter of a special contract of custody or safekeeping,

4.1.8.2 arising from the planning, construction, manufacture or supply of products of any kind,

4.1.8.3 arising from activities (e.g. maintenance, repair, transportation) involving aircraft, aircraft parts or third-party property, namely due to damage to said property or any other kind of damage or loss,

4.1.9 for losses in connection with

4.1.9.1 high-energy ionising radiation (e.g. alpha, beta and gamma rays emitted by radioactive substances, and also neutrons or radiation produced in particle accelerators) and laser and maser radiation,

4.1.9.2 any explosive nuclear component or parts thereof,

4.1.10 for liability claims for losses or damage which are directly or indirectly caused by or are connected with asbestos or any kind of materials containing asbestos.

4.1.11 for claims due to environmental impact and all other consequential losses,

vibration, electrical or electromagnetic influences unless they are caused by or result in fire, explosion, collision, crash or a registered emergency situation of an aircraft during flight, which gives rise to an unusual flight attitude.

4.1.2 for liability claims which are caused by the policyholder's failure to eliminate particularly potentially hazardous circumstances within a reasonable period, which had been required by the insurer. Any circumstance which has led to loss, damage or injury shall in any event be deemed to be particularly hazardous.

4.1.13 due to losses connected with war and civil war, other hostile activities, any detonation of any weapon of war employing atomic or nuclear fission or fusion, any other effects of radiation or radioactive force or matter, strike, lock-out, riot, civil commotion, labour unrest and any acts of terror or sabotage,

4.1.14 due to losses caused in conjunction with orders on high authority or other sovereign activity,

4.1.15 in respect of liability claims

4.1.15 asserted by the policyholder's relatives, insofar as a social insurance carrier or a social security entity under public law is obliged to perform, and also due to property damage,

4.1.15.2 between several policyholders, 4.1.15.3 of the policyholder against additional insureds,

4.1.15.4 of the additional insureds among themselves due to property damage; the exclusion under Section 2.2 shall remain unaffected.

4.1.15.5. of partners of unincorporated commercial companies with unlimited personal liability,

4.1.15.6 of legal representatives of legal persons/body corporates under private or public law and of clubs without legal capacity,

4.1.15.7 of liquidators.

The exclusions under sections 4.1.15.2 – 4.1.15.7 extend also to liability claims from loss events involving relatives of the persons specified therein.

Relatives shall be deemed to be spouses living in the same household as the Insured at the time of the occurrence of the loss event, partners in terms of the



Lebenspartnerschaftsgesetz (German Civil Partnership Act) or comparable partners according to the laws of other states, parents and children, adoptive parents and adopted children, parents-in-law and sons- and daughters-in-law, stepparents and stepchildren, grandparents and grandchildren, siblings and foster parents and foster children (persons connected with each other through a lasting, family-like relationship such as that of parents and children),

4.1.16 for indemnification of a punitive nature, particularly punitive or exemplary damages.

5 Commencement and expiry of cover

- 5.1 Insurance cover commences at the point in time stated in the certificate of insurance provided that the Insured pays the initial or single premium immediately when its falls due within the meaning of subsection 6.1, paragraph 2.
- 5.2 The policy is concluded for the period stated in the certificate of insurance.
- 5.3 If the policy term is at least one year the policy is automatically renewed from year to year by one year if notification of cancellation is not received by the other party to the policy three months at the latest before the end of the respective insurance year.
- 5.4 In the case of a policy term of less than one year the policy terminates at the specified time without requiring any notification of cancellation.

6 Premium Payment, Due Dates, Default

- 6.1 The initial or single premium shall fall due immediately upon conclusion of the insurance policy, however not before the time of commencement of insurance cover as specified in the certificate of insurance.
If payment of the annual premium in instalments has been agreed

4.2. Insurance claims of any person who has wilfully caused the damage, loss or injury shall be excluded.

- only the first instalment of the first annual premium is deemed to be the initial premium.
- 6.2 If the Insured fails to pay the initial or single premium on time, but at a later date, then insurance cover shall not attach until that point in time provided that the Insured's attention has been drawn to this legal consequence by means of a special notice in the form of text or in the form of an explicit note on the certificate of insurance. This shall not apply if the Insured proves that he is not responsible for the non-payment.
- 6.3 If the Insured fails to pay the initial or single premium on time, the Insurer has the right to withdraw from the policy as long as the premium has not been paid. The Insurer is not permitted to withdraw from the policy if the Insured proves that he is not responsible for the non-payment.
- 6.4 The subsequent premiums shall fall due as of the agreed due dates.
- 6.5 If a subsequent contribution is not paid on time, the Insured shall be in default without a reminder unless he is not responsible for the delay in payment. The Insurer is entitled to claim compensation for the loss incurred as a result of the delay in payment.
- 6.6 If a subsequent contribution is not paid on time, the Insurer can set



the Insured a deadline for payment in the form of text at the cost of the Insured and this time limit must allow at least two weeks. This specification is only valid if it contains the amount of premium in arrears, interest and costs specified as individual amounts and states the legal consequences connected with the expiry of the deadline according to subsections 6.7 and 6.8.

6.7 If the Insured is still in default when the deadline has expired, insurance cover shall not be granted from this point in time until payment is received provided that the Insured's attention has been drawn to this together with the request for payment according to subsection 6.6.

6.8 If the Insured is still in default when the deadline has expired, the Insurer can cancel the policy without notice provided that it has notified the Insured accordingly together with the request for payment according to subsection 6.6.

If the Insurer has cancelled the policy and the Insured pays the dunned premium within one month, the policy will continue. Insurance cover does not exist for any insured events which occur between the lapse of the payment deadline and payment.

6.9 If payment of an annual premium in instalments has been agreed, the outstanding instalments of the annual premium fall due immediately if the Insured falls into arrears with the payment of a single instalment.

In addition, the Insurer can demand annual payment of the premium in future.

6.10 If collection by direct debit has been agreed, the Insured must ensure that the premium can be debited on the due date.

If the Insurer is not able to debit the due premium through no fault of the Insured, payment shall be

deemed to be on time if effected immediately upon submission of a request for payment in the form of text by the Insurer.

6.11 If the amount due cannot be collected by direct debit because the Insured has withdrawn the corresponding authorisation or if the Insured is otherwise responsible for a premium not being able to be debited, the Insurer shall have the right to demand future payment of premiums by a method other than by direct debit.

The Insured is obliged to transfer the premium only when requested to do so in writing by the Insurer.

6.12 Unless otherwise regulated by law, if the policy is terminated early, the Insurer shall only be entitled to that part of the premium which corresponds to the period of insurance during which cover existed.

7 Scope of indemnity

7.1 The Insurer's performance shall include examining the question of liability, fending off any unjustified claims and reimbursement of compensation payable by the Insured by law or on the basis of an acknowledgement given or approved by the Insurer, of a compromise settlement concluded or approved by the Insurer or on account of a court ruling.

If the obligation to pay has been established, then compensation must be paid immediately.

The insurance shall also cover costs of defence incurred with the Insurer's agreement during criminal or regulatory offence proceedings instituted due to an act which could result in the Insured being liable towards a third party.

If the Insured is required by law to pay a security for a pension due following the occurrence of an insured event, or if he is permitted



to avert enforcement of a court decision through payment of a security or deposit, then the Insurer shall be obliged to pay the security or make the deposit in his place.

- 7.2 The respective sums insured applicable to the insurance policy constitute the maximum limit payable by the Insurer for each loss event. In the case of financial losses (section 1, paragraph 1.3.4) the statutory compulsory sums insured shall be deemed agreed. Several losses occurring concurrently which have the same cause are deemed to constitute one loss event.
- 7.3 If the Insured makes good an indemnifiable loss himself, then only the original costs without any profit element shall be compensated.
- 7.4 If, in the event of a loss, a legal dispute concerning the claim arises between the Insured and the injured party or his legal successors, the Insurer shall conduct the legal dispute on own account on behalf of the Insured.
- 7.5 Except for in the case of loss events in the USA and Canada, expenses incurred by the Insurer for costs shall not be offset as benefits against the sum insured.

Such costs are: costs for lawyers, loss adjusters, surveyors, experts, specialists, witnesses and courts, expenditure for the avoidance or minimisation of the loss or damage at the time of or after the occurrence of the insured event and costs for ascertaining the extent of the loss or damage, as well as travel expenses which the Insurer does not incur personally. This shall apply even if these costs are incurred on the Insurer's instructions.

In cases where liability claims exceed the sum insured, the Insurer shall only be required to carry the costs of litigation in the

proportion which the sum insured bears to the total amount of the claims, even if this involves several lawsuits on account of one single loss event.

- 7.6 If the Insured is required to make pension payments to the injured party and the capital value of the pension exceeds the sum insured or the residual amount of the sum insured after deduction of any other compensation payments arising from the insured event, the pension payable shall only be refunded in the proportion which the sum insured or its residual amount bears to the capital value of the pension. Upon request, the Insurer shall provide information regarding the method applied to calculate the capital value of the pension.
- 7.7 If the Insurer calls for a liability claim to be settled through acknowledgement, satisfaction or compromise settlement and this fails due to the opposition of the Insured, the Insurer shall not be required to pay additional expenditure in respect of the principal claim, interest and costs incurred after the time of refusal by the Insured.

8 Obligations following the occurrence of an insured event

- 8.1 Each and every insured event must be reported to the Insurer without delay, at the latest within one week. If preliminary proceedings are held, an action brought, a fixed penalty order, regulatory offence notice or default summons issued, then the Insurer must be notified accordingly without delay even if the loss event itself has already been reported. If an injured party asserts a claim against the Insured, the Insured shall be obliged to notify the Insurer accordingly within one week of the assertion of the claim. If a claim is made against the Insured through the courts, legal



- aid is applied for, or a third-party notice is served on him by the courts, the Insured must also report this without delay. The same shall apply in the event of an arrest, a temporary injunction or proceedings for the preservation of evidence.
- 8.2 The Insured shall, in compliance with the Insurer's instructions, be obliged to avert and minimise loss as far as possible and to do everything in his power to clarify the circumstances of the loss event, provided he is not expected to do anything unreasonable. He must support the Insurer in the defence of the claims and during loss adjustment and claims settlement, provide him with comprehensive and truthful loss reports, notify him of all circumstances which may be of relevance to the claim and send all documents which may, in the Insurer's opinion, be of relevance to the assessment of the claim.
- 8.3 If a liability claim ends in litigation, the Insured shall leave the conduct of the proceedings to the Insurer, grant the lawyer appointed or designated by the Insurer power of attorney, and provide him with all explanations considered necessary by him or the Insurer. He must object within the specified deadline to all default summonses or orders given by administrative authorities for damages, or pursue the necessary legal remedies without waiting for instructions from the Insurer.
- 8.4 The Insured shall not be entitled to acknowledge or satisfy a liability claim in full, in part or by compromise settlement, without the Insurer's consent. If he does so nevertheless, the Insurer shall be released from its obligation to perform, unless the Insured could not in the circumstances refuse satisfaction or acknowledgement without obvious unfairness.

- 8.5 If, due to changes in circumstances, the Insured acquires the right to demand the cancellation or reduction of a pension which is to be paid, he shall be obliged to allow the Insurer to exercise this right on his behalf. The provisions of subsections 8.2 to 8.4 shall apply accordingly.
- 8.6 The Insurer shall be authorised, within the sum insured, to make all declarations which it deems appropriate for the settlement or defence of claims on behalf of the Insured.

9 Breach of obligations

- 9.1 If the Insured or one of his/her representatives breaches this or any other contractually agreed obligation deliberately or due to gross negligence then the Insurer shall be released from its obligation to perform.
- 9.2 In the case of any breach caused deliberately or due to gross negligence, the Insurer shall remain bound by its obligation to perform to the extent that the breach affected neither the assessment of the insured event nor the assessment of or the scope of the Insurer's obligation to perform. This shall not apply if the Insured has maliciously or fraudulently breached the obligation.
- 9.3 If any breach of obligations involves an obligation to provide information or duty of disclosure after the occurrence of an insured event, the Insurer shall be released from its obligation to perform also without having to inform the Insured of this legal consequence by special notice.

10 Cancellation following the occurrence of an insured event

- 10.1 Both parties shall have the right to cancel the policy after the



occurrence of an insured event. Notice of cancellation must be received by the party to the policy in writing one month at the latest following the conclusion of the negotiations regarding indemnity.

If the Insured cancels the policy then cancellation will take effect immediately once the Insurer receives the notification of cancellation. The Insured can, however, stipulate that the cancellation should take effect at a later time, but no later than the end of the current insurance period.

Any cancellation by the Insurer shall take effect one month after notification thereof is received by the Insured.

- 10.2 Unless otherwise regulated by law, if the policy is terminated early, the Insurer shall only be entitled to that part of the premium which corresponds to the period of insurance which has lapsed.

11 Assignment

- 11.1 If the insurance covers liability claims against persons other than the Insured, all the provisions in the insurance policy which relate to the Insured shall also apply accordingly to these other persons. The Insured shall remain responsible for fulfilment of the obligations under this policy. The same applies to any other persons insured hereunder.
- 11.2 Entitlements hereunder shall not be assigned prior to final assessment without the Insurer's consent.

12 Duty of disclosure precedent to the policy

- 12.1 Completeness and accuracy of statements regarding circumstances material to the risk. Prior to the submission of his policy declaration, the Insured is obliged to notify the Insurer in the form of text of all circumstances material to

the risks which the Insurer has requested and which are likely to affect the Insurer's decision to accept the risk at all and, if so, at what terms. The Insured also has a duty of disclosure if after submission of his policy declaration but prior to the acceptance thereof the Insurer makes enquiries in the form of text within the meaning of Sentence 1.

Material facts are those circumstances which are likely to influence the decision of the Insurer to conclude the policy at all or to conclude it at the agreed terms.

If a representative appointed by the Insured concludes the policy and the former is aware of the material fact, the Insured must allow himself to be treated as if he himself had had knowledge thereof and had maliciously or fraudulently concealed it.

12.2 Rescission

12.2.1 Preconditions of rescission

Incomplete and incorrect information regarding any circumstances material to the risk shall entitle the Insurer to rescind the policy.

12.2.2 Exclusion of the right of rescission

The Insurer shall not be entitled to rescind the policy if the Insured proves that he or his representative had provided the incorrect or incomplete information neither deliberately nor due to gross negligence.

The Insurer's right to rescind due to any grossly negligent breach of the duty of disclosure shall not exist if the Insured proves that the Insurer would have concluded the policy, albeit at different terms, if it had had knowledge of the circumstances which had been withheld.

12.2.3 Consequences of rescission

Insurance cover shall not exist in the event of rescission.

If the Insurer withdraws from the policy following the occurrence of



an insured event, it may not deny insurance cover if the Insured proves that the circumstance which had not been disclosed in full or had been disclosed inaccurately was neither causal with regard to the occurrence of the insured event nor with regard to the determination or the amount of compensation. However, in this case also, insurance cover shall not be granted if the Insured is culpable of a malicious or fraudulent breach of his duty of disclosure.

The Insurer shall be entitled to that part of the premium payable for the policy period until the declaration of rescission becomes effective.

12.3 Cancellation

If the Insurer is prohibited from rescinding the policy because a breach of the obligation to notify was neither deliberate nor due to gross negligence, the Insurer shall have the right to cancel the policy in writing subject to a period of notice of one month. The right to rescind shall be excluded if the Insured proves that the Insurer would have concluded the policy, albeit at different terms, if it had had knowledge of the circumstances which had been withheld.

12.4 Retroactive policy adjustment

If the Insurer is not permitted to rescind or cancel because it would have concluded the policy, albeit at different terms, if it had had knowledge of the circumstances which had been withheld, the other conditions shall become a component of the policy retroactively if the Insurer demands that this is the case. If the Insured is not responsible for the breach of the duty of disclosure, the other conditions shall become a component of the policy from the current insurance period.

If, as a result of the policy adjustment, the premium increases by more than 10 %, or if the Insurer

excludes risk cover for the undisclosed circumstance, the Insured may cancel the policy without notice in writing within one month of receipt of notification from the Insurer.

- 12.5 Rights of the Insurer. The Insurer must assert the rights assigned to it by subsections 12.2 to 12.4 in writing within one month. The time limit begins at that point in time when the Insurer gains knowledge of the breach of the duty of disclosure which justifies it asserting this right. The Insurer must disclose the circumstances upon which it bases its declaration; it may cite further circumstances retrospectively for the justification of its declaration provided that the one month time limit has not lapsed.

The Insurer shall only be entitled to the rights according to subsections 12.2 to 12.4 if it has informed the Insured by special notice in the form of text of the consequences of any breach of the duty of disclosure.

The Insurer cannot invoke the rights named under subsections 12.2 to 12.4 if it had knowledge of the withheld material fact or the inaccuracy of the notice.

12.6 Rescission

The Insurer's right to rescind the policy on the grounds of wilful deception regarding the material facts shall remain unaffected. In the event of rescission, the Insurer shall be entitled to receive that part of the premium payable for the policy period until the declaration of rescission becomes effective.

13 Time limits

- 13.1 Rights of action arising out of the insurance policy shall be time-barred after 2 years. The period of limitation shall commence at the end of the year in which the benefits can be claimed.



- 13.2 If a claim by the Insured has been notified to the Insurer, the statute of limitation shall be suspended until the Insurer's written decision has been received.
- 13.3 If the Insurer has refused insurance cover, then the contested claim for indemnity must be enforced within a period of six months. The period shall commence on that day when the entity entitled to claim is duly informed by the Insurer and the claimant's attention has been drawn to the legal consequences of any failure to comply with this deadline.

14 Applicable law, court of jurisdiction

- 14.1 This policy is governed by German law.
- 14.2 Claims against the Insurer
- In the case of legal actions against the Insurer arising from the insurance policy, the legal venue is determined by the location of the registered head office of the Insurer or of the branch office responsible for the insurance policy. If the Insured is a natural person, the competent court in the district where the Insured has his permanent place of residence at the time the proceedings are brought or, failing this, his habitual place of residence.
- 14.3 Claims against the Insured If the Insured is a natural person, legal proceedings arising from the insurance policy must be instituted at the competent court for his permanent place of residence or, failing this, the habitual place of residence. If the Insured is a legal person, the competent court is also decided by the domicile or the branch of the Insured. The same applies if the Insured is an unlimited company, a limited partnership, a company under civil law or a registered partnership.
- 14.4 Unknown place of residence of the Insured

If the permanent or habitual place of residence of the Insured at the time legal proceedings are brought is not known, the court of jurisdiction for legal proceedings under the insurance policy instituted against the Insurer or the Insured is decided by the domicile of the Insurer or the domicile of the branch office responsible for the insurance policy.

15 Notifications, declarations of intent, change of address

- 15.1 All notices and declarations intended for the Insurer are to be submitted to the head office of the Insurer or to the branch office designated as responsible in the insurance policy or its endorsements.
- 15.2 If the Insured has failed to inform the Insurer of his change of address, all declarations of intent which must be provided to the Insured shall be deemed valid if sent by registered mail to the last address known to the Insurer. The declaration shall be deemed to have been delivered three days after it has been sent. This applies correspondingly in the event of a change of the Insured's name.
- 15.3 If the Insured has taken out the insurance for his commercial operations, the terms of subsection 15.2 shall apply correspondingly in the event of a relocation of the commercial operations.



Special Terms and Conditions

1 Event organiser liability insurance

- 1.1 Legal liability for bodily injury and property claims arising from the preparation and holding of public aviation events which are subject to authorisation according to German Federal Aviation Regulations is covered.
- 1.2 The following liability claims are excluded from cover:
- 1.2.1 damage to vehicles, trailers and aircraft taking part in the event,
- 1.2.2 property losses of any kind,
- 1.2.3 damage to property on exhibition/display or placed in custody and damage to property employed, used, carried or worn by persons participating in the aviation event.
- 1.2.4 arising from the maintenance and operation of landing places and airfields.

2 Club liability insurance

- 2.1 The legal liability of the club members which can accrue when acting in the interest and for the statutory purposes of the club and of the club members including the board members among themselves is covered provided that personal, legal liability exists – notwithstanding subsection 4.1.14.
- 2.2 The following liability claims are excluded from cover:
- 2.2.1 arising from the holding of public aviation events which are subject to authorisation according to German Federal Aviation Regulations.
- 2.2.2 arising from the maintenance and operation of landing places and airfields and from the activity of the officially confirmed air traffic controller or his authorised representative.
- 2.2.3 arising from the usage of winches, except for glider models up to 5 kg.
- 2.2.4 arising from damage to the towed glider model.

3 Liability insurance for landing places and airfields

- 3.1 Legal liability arising from the ownership, maintenance and operation of landing places or airfields for aircraft with a flight weight of up to 5,700 kg is included in cover.
The legal liability of the respective air traffic controller on duty including the launch director, who is appointed by the owner of the airfield and confirmed by the competent aviation authority, provided that a claim for compensation is asserted against him by a third party based on legal liability terms under private law.
- 3.2 The liability of the Landesbeauftragte (regional representative) for Air Traffic Control is not covered.

4 Liability insurance for vehicles which do not require registration and compulsory insurance

- 4.1 In partial derogation of subsections 4.1.2. and 4.1.8.3, the insurance covers legal liability for bodily injury and property losses arising from the usage of stationary winches, mobile winches with vehicle, cable recovery vehicles and other work or rescue vehicles which do not require registration or compulsory insurance and which are used for transportation only on the premises of the club or landing place/airfield.
The personal legal liability of the authorised drivers is covered. Insurance cover is granted provided that the respective driver holds the statutory driver's licence for the vehicle in question required for use on public highways and in public places. In the case of cable recovery vehicles it shall suffice if the driver is at least 14 years of age and acts on the authority of the head of aviation operations.



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- 4.2 Claims due to losses to towed gliders, including consequential property damage, remain excluded from cover.



5 Liability insurance for the fuelling of aircraft

5.1 Notwithstanding Sections 4.1.3 and 4.1.8.3, the legal liability for bodily injury and property damage arising from the existence or usage of tank installations for aircraft fuels and from all activities involving the fuelling and defuelling of aircraft is covered.

5.2 The risk as the owner of installations for the storage of materials harmful to water (installation risk) is excluded.

6. Liability insurer for flight instructors

6.1. In amendment of Section 4.1.8.3, legal liability arising from the activity as an authorised flight instructor is covered. The requisite training activity under the supervision of an officially recognised flight instructor to obtain the authorisation to instructor's license is covered. The liability insurance of the owner for the aircraft serving the training/instruction shall precede.

6.2 Liability claims for losses caused to the aircraft serving training/instruction, including consequential property losses, are excluded.

7 Liability insurance for parachute packers

7.1. In amendment of Section 4.1.8.3, legal liability arising from the activity as a parachute packer is covered.

7.2. Liability claims arising from damage to the parachute are excluded.

8 Liability insurance for inspectors

8.1. Legal liability arising from the inspection of aviation equipment or aircraft according to the test regulations for aviation equipment is covered. The aircraft owner or airfreight liability insurance shall precede.

8.2 The following liability claims are excluded from cover:

8.2.1 Damage to the examined aviation equipment and/or aircraft,

8.2.2 Losses which occur later than one year after completion of the inspection of the aviation equipment/aircraft.

In the event of any dispute as to the interpretation of these Terms and Conditions as a result of their translation into a foreign language, the German version shall be taken as the basis.



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