

Special Terms and Conditions of Aviation Liability Insurance (Valid: 01.04.2005)

A.) Default insurance clause

Provided that default insurance cover was applied for by the policyholder and especially agreed, the following shall apply in addition:

The default cover is based on the enclosed Aviation Liability Terms and Conditions AVB 300 with the following amendments and addenda:

1. In addition to § 1 of the AVB 300 the following applies; Insurance cover is granted also for obligations to pay compensation which the policyholder accrues from claims on the basis of statutory liability terms under private law which are not bodily injury or property claims and which occur as a result of emergency situations through no fault of one's own during take-off, flight and landing. This cover refers to the keeping of paragliders, hang gliders and/or parachutes listed and specifically designated in the certificate of insurance or in the addendum and the nature of their use specified therein as the user of paragliders, hang gliders and parachutes.
2. The sum insured is limited to EUR 12,000.00 per insured loss event.
- d) Repatriation to the last permanent place of residence in the event of death.
2. Where the insured person/pilot is required to carry costs according to 1 a), although he has not actually suffered an accident, but an accident was imminent or expected under the given circumstances, the insurer shall be equally liable to pay compensation.
3. Insofar as another party liable to pay compensation pays, the claim for compensation against the insurer can only be asserted in respect of the remaining costs. If another party liable to pay compensation challenges its obligation to pay, the policyholder can turn to the insurer directly.
4. The maximum amount for the reimbursement of costs specified in the insurance certificate is excluded from any scheduled increase agreed for other types of benefits (increase in benefits and premiums).
5. Definition of accident:
 - a) An accident is deemed to be an event which occurs independent of the will of the insured person which suddenly has a mechanical or chemical impact on his body resulting in physical injury or death.
 - b) The following events independent of the will of the insured person are also deemed to be an accident:
 - Drowning;
 - Burns, scalds, impact of lightning or electrical current;
 - Inhalation of gases and vapours unless such impacts are of a gradual nature;
 - Dislocation of limbs and strains and tearing of muscles, tendons, ligaments and capsules as a result of any sudden deviation from the planned motion sequence.
 - c) Illnesses are not deemed to be accidents; nor are contagious illnesses deemed to be consequences of accidents. This shall not apply in the case of polio and tick-borne early summer meningoencephalitis.

B.) Special Terms and Conditions for the Insurance of Rescue Costs

1. If the insured person and/or pilot has suffered an accident covered by the insurance policy involving the aircraft designated in the insurance certificate, the insurer shall pay, up to the amount specified in the insurance certificate, the necessary costs incurred of:
 - a) search, rescue and recovery operations conducted by rescue services organised in compliance with public law or private law inasmuch as fees are normally charged for such operations and provided that these do not concern the aircraft,
 - b) transportation of the injured person to the nearest hospital or to a special clinic, inasmuch as this is medically necessary and on doctor's orders,
 - c) additional expenses in connection with the repatriation of the injured person to the location of his permanent place of residence, provided that the additional costs are incurred on doctor's orders or were unavoidable due to the nature of the injury,

**C.) Insured persons
(§2 ABV 300)**

In addition to § 2 AVB 300, insurance cover shall include

- Flight instructors, parachute-jump instructors and training officers, also when giving instructions from the ground
- Students when under the supervision of any of the above-named persons.