



CERTIFICATE OF INSURANCE
POLICY N° DEA02147925B

We, the undersigned, **AELIA ASSURANCES – 55 rue Raspail, 92300 Levallois Perret – France**, acting as aviation insurance broker, hereby certify that **ELIT' AVIA MALTA LIMITED** (the Insured) has subscribed, as per named contract, with **ALLIANZ GLOBAL CORPORATE & SPECIALITY SE** (and the other Member Companies, acting as Lead Underwriter with other Insurance Companies), the following insurance for 100% limits in respect of Hull and Spares All Risks, Hull and Spares War Risks, Liability and Crew Personal Accident coverages covering their fleet of aircraft including inter alia, one **BOMBARDIER GLOBAL 5000** registered **9H-MONE** Serial Number **9243** and its respective engines whilst fitted on the Aircraft (the "Aircraft") against the following risks and up to the limits stated below:

ORIGINAL INSURED

ELIT' AVIA MALTA LIMITED

Trident Park, Notabile Gardens, Nos. 6 & 7, Level 0
Mdina road, Central Business District, Zone 2
Birkirkara CBD 2010 - MALTA

ADDITIONAL INSURED

As Owner with BOW as per AVN67B

INVICTA FINANCE VI LIMITED

3rd Floor, Ulysses House, Foley Street, Dublin 1 - Ireland

POLICY PERIOD

From **January 1st 2025** - 0 hours
To **December 31st 2025** - 24h00

AIRCRAFT

BOMBARDIER GLOBAL 5000

Registered **9H-MONE** and with Serial Number **9243**

SEATS

2+1 crew members + **13** passenger seats

AIRCRAFT AGREED VALUE

USD 13,860,000

GEOGRAPHICAL LIMITS

WORLDWIDE, with exception of the following countries (09/07/15 LSW617H):

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

- (a) BURUNDI, FAR NORTH REGION OF CAMEROON, CENTRAL AFRICAN REPUBLIC, DEMOCRATIC REPUBLIC OF CONGO, ETHIOPIA, GABON, MALI, MAURITANIA, NIGER, SOMALIA, THE REPUBLIC OF SUDAN, SOUTH SUDAN.
- (b) COLOMBIA, PERU, CUBA
- (c) AFGHANISTAN, JAMMU & KASHMIR, NORTH KOREA, PAKISTAN.
- (d) ABKHAZIA, BELARUS, CRIMEA, MOLDOVA, NORTH CAUCASIAN FEDERAL DISTRICT, UKRAINE, RUSSIA, SOUTH OSSETIA.
- (e) ISRAEL, IRAN, IRAQ, LEBANON, LIBYA, NORTH SINAI PROVINCE OF EGYPT (INCLUDING TABA INTERNATIONAL AIRPORT), SYRIA, YEMEN.
- f) ANY COUNTRY WHERE THE OPERATION OF THE INSURED AIRCRAFT IS IN BREACH OF UNITED NATIONS SANCTIONS AND/OR UNITED STATES OF AMERICA SANCTIONS AND/OR EUROPEAN UNION SANCTIONS AND/OR UNITED KINGDOM SANCTIONS AND/OR SWITZERLAND SANCTIONS

2. However coverage pursuant to this Policy is granted:

- (a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations - **except Libya, Moldova, Russia, Ukraine and Belarus for which overflying is excluded**; or
- (b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

It is noted and agreed that **ALGERIA, KENYA, NAGORNO-KARABAKH, KINSHASA ONLY IN DEMOCRATIC REPUBLIC OF CONGO, NIGERIA** have been reincepted into the geographical limits.

Though, should the local geopolitical situation deteriorate, it has been noted and agreed that the insurers have full rights to modify the conditions of the policy with a 48-hour notice before the flight.

It is noted and agreed the clause AVN95 – Civil Use of Mod Airfields Endorsement

Subject to the following limits applicable any one Accident and such limit shall not be in addition to nor in excess of any other limit of liability provided in the policy:

MTOM* of aircraft (Including gliders, balloons, microlights and airships) (METRIC TONNES – MT)	Sum insured not less than (£)
* Maximum Take Off Mass (sometimes described as the Maximum Take Off Weight or MTOW) Over 14.5 MT / 14,500 kg	25,000,000



1/ Hull All Risks of loss or damage whilst flying and on the ground on an agreed value basis for the Agreed Value as stated above. This coverage is subject to a deductible of **USD 10,000** each and every claim other than in the event of Total Loss or Constructive Total Loss or Arranged Total Loss EXCLUDING War, hi-jacking and other perils according to AVN48B clause. Comply with Simultaneous Settlement Clause AVS 103.

2/ Hull War and Allied Risks, as set down in Hull War and Allied Perils Exclusion Clause (AVN48B excluding b), **in accordance with LSW555D**, including Hi-jacking, Nationalization, Expropriation, Seizure, Restraint, Detention, Appropriation, Confiscation and Requisition, including by the Government of Registration on an agreed value basis for the Agreed Value as stated above.

3/ Spare Parts All Risks: All Risks of loss or damage to Aircraft Parts or Spares or Engines when removed from the Aircraft, subject to War Risks and Allied Perils exclusion AVN48B, for the following limits: **USD 5,000,000** any one occurrence. This coverage is subject of deductible of **USD 10,000** each and every loss claim except when engine running/testing where applicable Hull All Risks deductible will apply.

4/ Spare Parts War and Allied Risks: In accordance with LSW555D including Hi-jacking, Confiscation and Requisition including by the Government of Registration for the Agreed Value of the Aircraft and the following limits in respect of spares: **USD 5,000,000** any one occurrence. The cover provided for War Risks (paragraph (a) section 1 of LSW555D applies to sea and air transits only.

5/ Liabilities: Aircraft Third Party, Passenger, Cargo, Mail Legal Liability for a combined single limit (bodily injury/property damage) of **USD 350,000,000** any one occurrence each aircraft

In respect of Liability War Risks and Allied Perils it is noted that the above coverages are subject to Extended Coverage Endorsement AVN52E sub-limited to **USD 350,000,000** any one occurrence and in the aggregate.

Coverage is granted as per provisions of the European Council Regulation 2027/97 amended by Regulation N° 889/2002 on air carrier Liability.

Comply with the minimum requirements of EC Regulation 785/2004.

With respect to Liability coverage, the following limit shall apply:

SDR 150,000,000 per occurrence for aircraft third party bodily injury and property damage

SDR 250,000 per passenger for bodily injury.

SDR 6,303 for delay in carriage of passengers arising from an insured occurrence, damages otherwise arising are self-insured by the above-mentioned airline.

SDR 1,519 for damage to baggage and delay in carriage of baggage from an insured occurrence, damages otherwise arising are self-insured by the above-mentioned airline.

SDR 26 per kilogram for damage to cargo.

6/ Crew Personal Accident: To cover the Crew for Accidental Death and Permanent Disablement whilst flying the Insured Aircraft as per Schedule of aircraft or whilst entering into the Insured Aircraft for the purpose of flying or alighting from the Insured Aircraft following a flight. Capital Sum Insured per crew seat (3) of **USD 150,000** any one person.

AIR CARRIER GENERAL LIABILITY / NON-AVIATION LIABILITY CLAUSE - AVN 59 19 / 12 / 85

Coverage is granted as per « Non-Aviation Liability Clause » and in its terms, incorporations and exclusions, for eventual Liability that could stem as consequence of the Operator's activities as arising from one or more of the following:

- Occurrences involving aircraft or parts or equipment relating thereto

- Occurrences arising at airport locations

- Occurrences arising at any other location in connection with the insured's business of transporting passengers or goods by air

- Occurrences arising out of the supply of goods or services to others in connection with the use and/or operation of aircraft involved in the air transport industry.

The guarantees of the contract include the coverage of Liability with a maximum limit of indemnity up to **EUR 25,000,000** any one occurrence when required (or applicable liability limit if less) within overall Combined Single Limit.

PRODUCT LEGAL LIABILITY: USD 150,000,000 any one accident/occurrence and in the aggregate

The coverages exclude any hostile detonation of any weapons of war employing atomic or nuclear fission and/or fusion or other like reaction of radioactive force or matter.

Date recognition exclusion clause as per AVN 2000A but coverage endorsement as per AVN 2001A/2002A and in accordance with policy terms, conditions and limitations.

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Policy.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT:

1. **THE CONTRACT PARTY(IES) ARE COVERED BY THE POLICY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.**

2. **THE POLICY SHALL NOT BE VARIED BY ANY PROVISIONS CONTAINED IN THE CONTRACT(S) WHICH PURPORT TO SERVE AS AN ENDORSEMENT OR AMENDMENT TO THE POLICY.**

In Levallois-Perret, 26 December 2024





Insurers have agreed to the following Endorsement:

AIRLINE FINANCE/LEASE CONTRACT ENDORSEMENT

It is noted that the **Contract Party(ies)** have an interest in respect of the **Equipment** under the **Contract(s)**. Accordingly, with respect to losses occurring during the period from the **Effective Date** until the expiry of the Insurance or until the expiry or agreed termination of the **Contract(s)** or until the obligations under the **Contract(s)** are terminated by any action of the Insured or the **Contract Party(ies)**, whichever shall first occur, in respect of the said interest of the **Contract Party(ies)** and it is confirmed that the Insurance afforded by the Policy is in full force and effect and it is further agreed that the following provisions are specifically endorsed to the Policy:

1. Under the Hull and Aircraft Spares Insurances

1.1 In respect of any claim on **Equipment** that becomes payable on the basis of a Total Loss, settlement (net of any relevant **Policy Deductible**) shall be made to, or to the order of the **Contract Party(ies)**. In respect of any other claim, settlement (net of any relevant **Policy Deductible**) shall be made with such party(ies) as may be necessary to repair the **Equipment** unless otherwise agreed after consultation between the Insurers and the Insured and, where necessary under the terms of the **Contract(s)**, the **Contract Party(ies)**.

Such payments shall only be made provided they are in compliance with all applicable laws and regulations.

1.2 Insurers shall be entitled to the benefit of salvage in respect of any property for which a claims settlement has been made.

2. Under the Legal Liability Insurance

2.1. Subject to the provisions of this Endorsement, the Insurance shall operate in all respects as if a separate Policy had been issued covering each party insured hereunder, but this provision shall not operate to include any claim howsoever arising in respect of loss or damage to the **Equipment** insured under the Hull or Spares Insurance of the Insured. Notwithstanding the foregoing the total liability of Insurers in respect of any and all Insureds shall not exceed the limits of liability stated in the Policy.

2.2. The Insurance provided hereunder shall be primary and without right of contribution from any other insurance which may be available to the **Contract Party(ies)**.

2.3. This Endorsement does not provide coverage for the **Contract Party(ies)** with respect to claims arising out of their legal liability as manufacturer, repairer, or servicing agent of the **Equipment**, or as representative or agent of the above.

3. Under ALL Insurances

3.1. The **Contract Party(ies)** are included as Additional Insured(s).

3.2. The cover afforded to each **Contract Party** by the Policy in accordance with this Endorsement shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the Policy PROVIDED THAT the **Contract Party** so protected has not caused, contributed to or knowingly condoned the said act or omission.

3.3. The provisions of this Endorsement apply to the **Contract Party(ies)** solely in their capacity as financier(s)/lessor(s) in the identified **Contract(s)** and not in any other capacity. Knowledge that any **Contract Party** may have or acquire or actions that it may take or fail to take in that other capacity (pursuant to any other contract or otherwise) shall not be considered as invalidating the cover afforded by this Endorsement.

3.4. The **Contract Party(ies)** shall have no responsibility for premium and Insurers shall waive any right of set-off or counterclaim against the **Contract Party(ies)** except in respect of outstanding premium in respect of the **Equipment**.

3.5. Upon payment of any loss or claim to or on behalf of any **Contract Party(ies)**, Insurers shall to the extent and in respect of such payment be thereupon subrogated to all legal and equitable rights of the **Contract Party(ies)** indemnified hereby (but not against any **Contract Party**). Insurers shall not exercise such rights without the consent of those indemnified, such consent not to be unreasonably withheld. At the expense of Insurers such **Contract Party(ies)** shall do all things reasonably necessary to assist the Insurers to exercise said rights.

3.6. Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by this Endorsement may only be cancelled or materially altered in a manner adverse to the **Contract Party(ies)** by the giving of not less than Thirty (30) days' notice in writing to the **Appointed Broker** (reduced to seven (7) days' notice or any other inferior delay fixed by the International Aviation Insurance Market, in case of Hull War Risks and Allied Perils). Notice shall be deemed to commence from the date such notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT:

1. **THE CONTRACT PARTY(IES) ARE COVERED BY THE POLICY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.**

2. **THE POLICY SHALL NOT BE VARIED BY ANY PROVISIONS CONTAINED IN THE CONTRACT(S) WHICH PURPORT TO SERVE AS AN ENDORSEMENT OR AMENDMENT TO THE POLICY.**



SCHEDULE IDENTIFYING TERMS USED IN THIS ENDORSEMENT

1. Equipment:

Type / Make and Model	BOMBARDIER GLOBAL 5000
Serial number	9243
Registered	9H-MONE
Agreed Value	USD 13,860,000

2. Policy Deductible applicable to physical damage to the Equipment:

USD 10,000

3. Contract Party(ies):

As Owner with BOW as per AVN67B
INVICTA FINANCE VI LIMITED
3rd Floor, Ulysses House, Foley Street
Dublin 1 - Ireland

4. Contract(s):

Aircraft Management Agreement dated on 6 September 2024 between Elitavia Malta Limited, as manager and M O N E Leisure Yachts and Boats Rental L.L.C, as final buyer

Conditional sale agreement dated on 6 September 2024 between Elitavia Malta Limited, as purchaser and Invicta Finance VI Limited, as seller

Security assignment dated on 12 November 2024 Elitavia Malta Limited, as assignor and Invicta Finance VI Limited, as assignee (including any notices served pursuant to the same)

Conditional sale agreement dated on 6 September 2024 between Elitavia Malta Limited, as seller and M O N E Leisure Yachts and Boats Rental L.L.C, as purchaser

Security assignment dated on 12 November 2024 M O N E Leisure Yachts and Boats Rental L.L.C, as assignor and Invicta Finance VI Limited, as assignee (including any notices served pursuant to the same)

5. Effective Date:

From **January 1st 2025 – 00:00**

AVN 67B





ELIT' AVIA MALTA LIMITED

BOMBARDIER GLOBAL 5000 registered 9H-MONE s/n 9243
From January 1st, 2025 – 00:00 To December 31st, 2025 – 24:00

In Geneva, 26 December 2024

To **INVICTA FINANCE VI LIMITED**
3rd Floor, Ulysses House, Foley Street, Dublin 1 -
Ireland

TO WHOM IT MAY CONCERN

We hereby confirm that the Insurance in respect of the **BOMBARDIER GLOBAL 5000** registered **9H-MONE** and S/N **9243**, shall be in effect from the delivery date **to be advised** for the risks as set out in the attached Certificate of Insurance.

It is our opinion, as **ELIT' AVIA MALTA LIMITED** duly appointed insurance broker, that the Insurance carried out by the later in respect of the Aircraft above mentioned comply with insurance requirements of the Lease Agreement between you, as owner, and **ELIT' AVIA MALTA LIMITED**, as lessee, and are effected with insurers of recognized reputation and substantial financial capacity, being various insurance companies of the international insurance market who usually participate in airline insurance business.

We also confirm that the insurance carried out by **ELIT' AVIA MALTA LIMITED** is in such amounts and cover such perils that the protection afforded thereby to the benefit of **ELIT' AVIA MALTA LIMITED**, your company, and their respective officers, directors, agents, employees, successor and assigns, is not less than which would customarily be maintained in accordance with prudent industry practice in France for aircraft and engines of similar character by corporations engaged in the same or similar business, similarly situated with **ELIT' AVIA MALTA LIMITED**.

However, we draw your attention to the following points:

Upon payment of any loss or claim, to or on behalf of **ELIT' AVIA MALTA LIMITED**, and notwithstanding anything herein contained to the contrary in the policy, insurers shall to the extent and in respect of such payment only, be thereupon subrogated to all legal and equitable rights of the owner indemnified hereby.

The insurance policy taken out by **ELIT' AVIA MALTA LIMITED** does not provide coverage for the Contract Party(ies) with respect to claims arising out of their legal liability as manufacturer, repairer, or servicing agent of equipment.

As broker in connection with the insurance covered by this letter, we hereby undertake to hold the insurance contracts, the policies and any renewals of such policies or new policies or any policy substituted with your consent thereof, and the benefit of the insurance there under to the extent available, to your order.

We further undertake:

1. To advise you immediately of any changes affecting your interests notified to us, which are proposed to be made in the terms of the insurance and to notify you prior to the renewal of such Insurance.
2. To advise you:
 - 2.1 If any underwriters or insurers cancel or give notice of cancellation of any Insurance at least thirty (30) days (or such shorter period as from time to time may be customarily obtainable in the industry in the case of war risks or similar perils) before such cancellation is to take effect.
 - 2.2 Of any default in the payment of any premium and of any act or omission or any event of which we have knowledge and which we might invalidate or render unenforceable in whole or in part such Insurance.
 - 2.3 Upon application from you, of the situation regarding premiums payment.
 - 2.4 If we cease to be Insurance Brokers to the Insured.
 - 2.5 Following a written application received from you before expiry of this Insurance to notify you within fourteen (14) days of the receipt of such application in the event of our not having received renewal instructions.

The above undertaking are valid for the duration of the period of insurance as defined in the attached certificate or for the duration of the Operating Lease Agreement, if shorter and are given subject to the continuing appointment as Insurance Brokers by **ELIT' AVIA MALTA LIMITED**.

This letter shall be governed and interpreted in accordance with French Law

Sincerely yours,





ELIT' AVIA MALTA LIMITED

BOMBARDIER GLOBAL 5000 registered 9H-MONE s/n 9243
From January 1st, 2025 – 00:00 To December 31st, 2025 – 24:00

In Geneva, 26 December 2024

To **INVICTA FINANCE VI LIMITED**
3rd Floor, Ulysses House, Foley Street, Dublin 1 -
Ireland

LETTER OF UNDERTAKING
TO WHOM IT MAY CONCERN

Dear Sir/Madam,

We confirm that, as Insurance Brokers, we have effected insurances for the account of the Insured covering the above captioned aircraft, for the risks detailed in the Certificate of Insurances dated **26/12/2024**.

Pursuant to instructions received from the Insured and in consideration of your approving the arrangement of the insurances, we undertake as follows in connection with the insurances mentioned above (under which the Aircraft identified above is insured) but only in relation to your interest(s) in the Aircraft:

1. In relation of the Liability and Liability "War Risks and Allied Perils" Insurances, to hold the insurance in so far as they relate to this aircraft, subject always to the provisions as set out in the attached Certificate of Insurance.
2. To advise you promptly in writing:
 - 2.1. of the receipt by us of any notice of cancellation or adverse material change in the insurances; and
 - 2.2. if any premiums are not paid to us (and in any event before we notify Insurers of such non-payment of premiums); and
 - 2.3. if we cease to be Insurance Brokers to the Insured.

The above undertakings are given subject to:

- our continuing appointment for the time being as Insurance Brokers to the Insured; and
- all claims and return premiums being collected through ourselves as Insurance Brokers; and
- our lien, if any, on the said insurances for premiums due in respect of the Aircraft.

This letter shall be governed and interpreted in accordance with Insured's location Law

Sincerely yours,





**CERTIFICATE OF INSURANCE
POLICY N° DEA02147925B**

We, the undersigned, **AELIA ASSURANCES – 55 rue Raspail, 92300 Levallois Perret – France**, acting as aviation insurance broker, hereby certify that **ELIT' AVIA MALTA LIMITED** (the Insured) has subscribed, as per named contract, with **ALLIANZ GLOBAL CORPORATE & SPECIALITY SE** (and the other Member Companies, acting as Lead Underwriter with other Insurance Companies), the following insurance for 100% limits in respect of Liability coverage covering their fleet of aircraft including inter alia, one **BOMBARDIER GLOBAL 5000 registered 9H-MONE Serial Number 9243** and its respective engines whilst fitted on the Aircraft (the "Aircraft") against the following risks and up to the limits stated below:

ORIGINAL INSURED

ELIT'AVIA MALTA LIMITED

Trident Park, Notabile Gardens, Nos. 6 & 7, Level 0
Mdina road, Central Business District, Zone 2
Birkirkara CBD 2010 - MALTA

POLICY PERIOD

From **January 1st, 2025** at 00h00
To **December 31st, 2025** at 24h00

AIRCRAFT

BOMBARDIER GLOBAL 5000

Registered **9H-MONE** and with Serial Number **9243**

SEATS

2+1 crew members + **13** passenger seats

GEOGRAPHICAL LIMITS

WORLDWIDE, with exception of the following countries (09/07/15 LSW617H):

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

(a) BURUNDI, FAR NORTH REGION OF CAMEROON, CENTRAL AFRICAN REPUBLIC, DEMOCRATIC REPUBLIC OF CONGO, ETHIOPIA, GABON, MALI, MAURITANIA, NIGER, SOMALIA, THE REPUBLIC OF SUDAN, SOUTH SUDAN.

(b) COLOMBIA, PERU, CUBA

(c) AFGHANISTAN, JAMMU & KASHMIR, NORTH KOREA, PAKISTAN.

(d) ABKHAZIA, BELARUS, CRIMEA, MOLDOVA, NORTH CAUCASIAN FEDERAL DISTRICT, UKRAINE, RUSSIA, SOUTH OSSETIA.

(e) ISRAEL, IRAN, IRAQ, LEBANON, LIBYA, NORTH SINAI PROVINCE OF EGYPT (INCLUDING TABA INTERNATIONAL AIRPORT), SYRIA, YEMEN.

f) ANY COUNTRY WHERE THE OPERATION OF THE INSURED AIRCRAFT IS IN BREACH OF UNITED NATIONS SANCTIONS AND/OR UNITED STATES OF AMERICA SANCTIONS AND/OR EUROPEAN UNION SANCTIONS AND/OR UNITED KINGDOM SANCTIONS AND/OR SWITZERLAND SANCTIONS

2. However coverage pursuant to this Policy is granted:

(a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations - **except Libya, Moldova, Russia, Ukraine and Belarus for which overflying is excluded**; or

(b) in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

It is noted and agreed that **ALGERIA, KENYA, NAGORNO-KARABAKH, KINSHASA ONLY IN DEMOCRATIC REPUBLIC OF CONGO, NIGERIA** have been reincepted into the geographical limits.

Though, should the local geopolitical situation deteriorate, it has been noted and agreed that the insurers have full rights to modify the conditions of the policy with a 48-hour notice before the flight.

It is noted and agreed the clause **AVN95:**

AVN95 Civil Use of MOD Airfields Endorsement

Subject to the following limits applicable any one Accident and such limit shall not be in addition to nor in excess of any other limit of liability provided in the policy:

MTOM* of aircraft (Including gliders, balloons, microlights and airships) (METRIC TONNES – MT)	Sum insured not less than (£)
* Maximum Take Off Mass (sometimes described as the Maximum Take Off Weight or MTOW)	
Over 14.5 MT / 14,500 kg	25,000,000





PASSENGERS AND THIRD PARTIES LEGAL LIABILITY

COMBINED SINGLE LIMIT (Bodily Injury / Property Damage): Aircraft Third Party, Passenger, Cargo, Mail Legal Liability for a combined single limit (bodily injury/property damage) of **USD 350,000,000** any one occurrence each aircraft.

In respect of Liability War Risks and Allied Perils it is noted that the above coverages are subject to Extended Coverage Endorsement AVN52E sub-limited to **USD 350,000,000** any one occurrence and in the aggregate.

Comply with the minimum requirements of EC Regulation 785/2004.

Coverage is granted as per provisions of the European Council Regulation 2027/97 amended by Regulation N° 889/2002 on air carrier Liability.

It also applies to the return transport of passengers who embark on an aircraft owned or operated by the insured airline within the boundaries of the Federal Republic of Germany. Pursuant to Articles 6 and 7 of Regulation (EC) No. 785/2004, and in accordance with 106 LuftVZO (air navigation certification order) combined with 45-47 LuftVG (air navigation act) and also combined with § 102 LuftVZO, the above Combined Single Limit is sufficient to cover the sum of the following amounts of insurance:

SDR 150,000,000 per occurrence for aircraft third party bodily injury and property damage

SDR 250,000 per passenger for bodily injury.

SDR 6,303 for delay in carriage of passengers arising from an insured occurrence, damages otherwise arising are self-insured by the above-mentioned airline.

SDR 1,519 for damage to baggage and delay in carriage of baggage from an insured occurrence, damages otherwise arising are self-insured by the above-mentioned airline.

SDR 26 per kilogram for damage to cargo.

Coverage for War Risk and Allied Perils under Third Party Legal Liability is pursuant to Regulation EC 785/2004 Articles 6 & 7 and limited to **USD 350,000,000** (AV52E) any one occurrence and in the annual aggregate (the "sub limit) in respect of coverage provided by AVN52E. This sub-limit shall apply within the above mentioned Combined Single Limit and not in addition thereto.

IT IS FURTHER CERTIFIED THAT the amounts of insurance stated above are in accordance with the minimum insurance cover requirements of Articles 6 and 7 of Regulation (EC) No. 785/2004, and in accordance with 106 LuftVZO (air navigation certification order) combined with 45-47 LuftVG (air navigation act) and also combined with 102 LuftVZO, based on; (a) the policy being insured in USD and any rate of exchange movement between USD and Special Drawing Rights during the period of the insurance shall not exceed the Combined Single Limit and Third Party War and Allied Perils Limits evidenced hereby, (b) third party war, terrorism and allied perils being insured on an aggregate basis as above, and (c) it being understood that such aggregate limits may be reduced or exhausted during the policy period by virtue of claims made against aircraft or other operational interest covered by the insurances.

Date recognition exclusion clause as per AVN 2000A but coverage endorsement as per AVN 2001A/2002A and in accordance with policy terms, conditions and limitations.

The coverages exclude any hostile detonation of any weapons of war employing atomic or nuclear fission and/or fusion or other like reaction of radioactive force or matter.

Subject to policy limits, terms, conditions, exclusions, limitations, deductibles and excesses of the relative Policy numbered **DEA02147925B**.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT:

1. **THE CONTRACT PARTY(IES) ARE COVERED BY THE POLICY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.**

2. **THE POLICY SHALL NOT BE VARIED BY ANY PROVISIONS CONTAINED IN THE CONTRACT(S) WHICH PURPORT TO SERVE AS AN ENDORSEMENT OR AMENDMENT TO THE POLICY.**

In Levallois-Perret, 26 December 2024

