



HAYWARD AVIATION LIMITED
INSURANCE BROKERS

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS MERELY EVIDENCE THAT INSURANCE COVER IS IN FORCE AT THE TIME OF ISSUANCE AND SHALL NOT BE DEEMED TO BE A COVER NOTE SETTING OUT ALL THE TERMS, CONDITIONS, WARRANTIES, LIMITATIONS AND EXCLUSIONS OF THE POLICIES

TO WHOM IT MAY CONCERN

Date: 30th November 2016

IT IS HEREBY CERTIFIED THAT:

Saxonair Charter Ltd and/or Klyne Air Ltd and/or Klyne Aviation Ltd jointly and severally for their respective rights and interests are insured as operator in respect of the aircraft as per schedule for the period as stated hereunder for flights over the following territories: Worldwide subject LSW617H (As Attached).

RISKS INSURED:

“All Risks” of physical loss of or damage to Aircraft as per Schedule.

Deductible – excluding any form of total loss, fire or theft GBP1,000 each accident.

Hull War etc. risks – in accordance with “LSW 555D”. The insurance afforded by this Policy is extended to include the overflying of any territories which are excluded subject to all necessary permits being obtained prior to flight.

Legal Liability to third parties and passengers resulting from damage to property or bodily injury to persons in respect of the Aircraft as per Schedule, and as provided herein.

Combined Single Limit for legal liability to third parties and passengers (including baggage and personal articles) Bodily Injury and Damage to Property

USD 150,000,000 each Accident.

War and Allied Risks are also covered, in accordance with Extended Coverage Endorsement (Aviation Liabilities) AVN52E for a limit of USD 150,000,000 any one Occurrence and in the annual aggregate.

Personal Accident: Any one person, whilst flying as a pilot/crew member in aircraft as per schedule hereunder.

Benefit 1-7 Capital Sum Insured GBP 50,000 each person.

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The amounts of insurance stated herein are in accordance with the minimum insurance cover requirements of Articles 6 and 7 of Regulation (EC) No 785/2004 based on:

- (a) The rates of exchange applicable to Special Drawing Rights at inception of the insurances,
- (b) Third Party War, terrorism and allied perils being insured on an aggregate basis as above, as permissible in accordance with Article 7.1 of EC Regulation 785/2004.
- (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.

PERIOD: From 14th December 2016 to 17th June 2017 both days inclusive local standard time at the insured's address as stated.

PILOT IN COMMAND: Nick Mills, Rob Johnston, Will Whittenbury and Jonny Holliday plus as approved by the insured subject to Pilot in Command with a minimum experience to be CPL/IR, Type Rating with 1,500 hours Total Time, 500 hours Multi Jet / Turbine Time.

CO-PILOTS: Chris Hilken plus as approved by the insured subject to Co-Pilot having a minimum of CPL/IR, Type Rating with 500 hours Total Time.

Agreed that coverage shall include continuation and/or advanced training of the pilots as stated in the Schedule of the Policy, at which time any instructor or suitably qualified pilot is automatically included as an approved pilot hereon.

EXPRESS WARRANTIES: Warranted no accident/losses/violations for the pilots in the last 5 years other than already noted.

USES: Commercial.

ADDENDUM: It is further noted and agreed that in M5 Aviation Limited, 12 Gold Tops, Newport, Wales, NP20 4HP (owner and sole loss payee) are named as additional insured (liabilities) and waiver rights of subrogation (hull).



SCHEDULE OF AIRCRAFT

<u>Aircraft Type</u>	<u>Registration</u>	<u>Agreed Value</u>	<u>Maximum Number of Passenger Seats</u>
Embraer Legacy 500	G-SUEJ	USD 19,500,000	10

POLICY

NUMBERS: A166612, A167589 & A164110

**COVERAGE IS AT ALL TIMES SUBJECT TO THE POLICY COVERAGE TERMS
CONDITIONS LIMITATIONS AND EXCLUSIONS**

AUTHORISED SIGNATORY

E & O E



**TOKIO MARINE KILN - GEOGRAPHIC AREAS EXCLUSION CLAUSE (09/07/15)
LSW617H**

1. Notwithstanding any provisions to the contrary and subject to clauses *paragraphs* 2. and 3. below, this Policy Certificate excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:
 - (a) Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
 - (b) Colombia, Peru.
 - (c) Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
 - (d) Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
 - (e) Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
 - (f) Any country *or region* where the operation of the insured Aircraft is in breach of United Nations sanctions.

2. However coverage pursuant to this Policy is granted:
 - (a) for the overflight of any excluded country *or region* where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
 - (b) in circumstances where an insured Aircraft has landed in an excluded country *or region* as a direct consequence and exclusively as a result of force majeure.

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

09/07/15

LSW617H (amended)



MOD Waiver

CIVIL USE OF MOD AIRFIELDS ENDORSEMENT

It is noted that the Insured(s) may wish to use, for civil aircraft purposes, Ministry of Defence (MOD) airfields and be required to enter into an agreement with the Crown incorporating certain conditions for the civil (flying) use of such airfields and to afford an indemnity to the Crown in the Form of INDEM3.81/Form4a.

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay and shall pay to the Crown under such an agreement as compensatory damages (including costs awarded against the Insured) in respect of bodily injury (fatal or otherwise) and damage to property arising from an occurrence caused by any Aircraft insured under the Policy or by any person or object falling therefrom.

The limit applicable to this Endorsement is GBP7,500,000 or the applicable policy limit whichever is the greater any one occurrence.

Additional Premium – Included;

Unless the Policy otherwise provides, the following exclusions shall apply:-

- (a) Nuclear Risks Exclusion Clause AVN 38B;
- (b) War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN 48B;
- (c) Noise and Pollution and Other Perils Exclusion Clause AVN 46B;
- (d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN 72; and
- (e) Date Recognition Exclusion Clause AVN 2000A.

If Insurers are called upon to provide coverage to the Insured in compliance with INDEM3.81/Form4a including the defence and legal costs associated therewith and if by reason of the terms conditions limitations and exclusions of the Policy such coverage would not have been provided except for this Endorsement then the Insured will reimburse Insurers for such payments made in providing coverage under INDEM3.81/Form4a.

Nothing in this Endorsement shall restrict the coverages otherwise provided under the Policy.

AVN 95 30.4.02