# CERTIFICATE OF INSURANCE



Marsh Ltd
1 Tower Place West, Tower Place,
London EC3R 5BU
(Registered Office)
Registered in England and Wales No. 1507274
+44 (0)20 7357 1000 Fax +44 (0)20 7929 2705
www.marsh.com

1st April, 2020

### Reference No. C20/BAER/00525

#### TO WHOM IT MAY CONCERN

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance in the name of BAE SYSTEMS PLC and/or its subsidiary and/or associated companies and/or joint ventures as declared, jointly and severally for their respective rights and interests (hereinafter called the "Insured") covering their fleet of aircraft, including those set out in the Schedule below, against the following risks and up to the limits stated:-

AIRCRAFT THIRD PARTY, PASSENGER, BAGGAGE, CARGO, MAIL and AVIATION GENERAL THIRD PARTY LEGAL LIABILITY, for a Combined Single Limit (Bodily Injury/Property Damage) of not less than GBP 25,000,000 any one occurrence, each aircraft, unlimited in all, but in the annual aggregate in respect of Products Legal Liability.

The above mentioned coverage is subject to the War Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN 48B, but coverage in respect of War and Allied Risks is provided in accordance with the Extended Coverage Endorsement (AVN 52E) and is subject to an overall combined single sub-limit (Bodily Injury/Property Damage) of not less than GBP 25,000,000 any one occurrence and in the annual aggregate, however this sub-limit shall not apply to Cargo and Mail whilst on board an aircraft, Passengers and Passenger Baggage.

NOTE: THE ABOVE AGGREGATE LIMIT(S) MAY BE REDUCED OR EXHAUSTED BY CLAIMS MADE IN RESPECT OF ANY INTEREST INSURED UNDER THE POLICY(IES).

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 accidental bodily injury (fatal or otherwise) and accidental damage to property caused by any Aircraft insured under the Policy or by any person or object falling therefrom.

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;



### Reference No. C20/BAER/00525



- (d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72; and
- (e) Date Recognition Exclusion Clause AVN2000A.

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.

It is further certified that Insurers have applied the Date Recognition Exclusion Clause - AVN 2000A and have agreed to provide limited "writeback" of coverage in respect thereof in accordance with the Date Recognition Limited Coverage Clauses AVN 2001A and AVN 2002A, as applicable.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative contract number(s), as held on file by Marsh Ltd, effective for the period from 1st April, 2020 to 31st March, 2021, both days inclusive, standard time, United Kingdom.

Please note that the coverage evidenced herein and the payment of any claims under such coverage shall not contravene any applicable embargo or sanction, breach of which would render such coverage or payment unlawful.

This certificate shall be governed by and shall be construed in accordance with English Law.

**Authorised Signatory** 

SEVERAL LIABILITY NOTICE - The subscribing insurers' obligations under policies to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Schedule of Aircraft

<u>Aircraft</u>	Registered Mark
Cessna 152 Piper Warrior	G-BHFI G-BNOJ
Piper Warrior	G-BNOP