

**RISK DETAILS**

**Policy Reference** 004491E00001

**Type** AVIATION HULL AND LIABILITY INSURANCE.

**Insured** ST LUCIA HELICOPTERS LTD and/or associated and/or affiliated and/or subsidiary companies for their respective rights and interests.

**Address** P.O. GM945, Sunny Acres, Castries, St Lucia

**Insurer** M&C GENERAL INSURANCE COMPANY LIMITED and/or their Obligatory Reinsurers as may be required.

**Address** P. O. BOX 99, Bridge Street, Castries, Saint Lucia

**Period** From 15 March 2021 to 15 March 2022 both days at 00.01 hours local standard time at the address of the Insured.

**Assignee** First Caribbean International Bank Ltd, Bridge Street, Castries, St. Lucia

**Interest** To indemnify the Insured in respect of a policy or policies issued by them to the Insured as follows:

Hull:  
Covering loss of or damage to all aircraft as detailed in the Schedule of Aircraft.

Liability:  
The Insured's Legal Liability for Third Party Liability (Bodily Injury/Property Damage), including Bodily Injury to Passengers and Crew (including passenger and crew baggage/personal articles), Cargo/Mail Legal Liability and Passenger and Crew Voluntary Settlement.

**Sum Insured** Hull:  
Agreed values as per Schedule of Aircraft subject to a maximum value of USD3,000,000 (or currency equivalent) any one aircraft.

Liabilities:  
Combined Single Limit (Bodily Injury/Property Damage) USD50,000,000 any one Occurrence/Aircraft

**Deductibles** HULLS  
(Including Total Loss/Constructive Total Loss/Arranged Total Loss):-  
Rotors in Motion/ Rotors Not in Motion  
Aircraft Agreed Value each and every loss.

Nevertheless in the event of an occurrence arising hereon involving the application of more than one deductible then the highest applicable deductible shall be applied as an aggregate deductible for all losses arising out of that occurrence.

<b>Situation</b>	<p><u>LIABILITY:</u> USD0.00 each and every loss.</p> <p>St Lucia, Antigua, Montserrat, Puerto Rico and Islands within the Eastern Caribbean Sea region and Guyana.</p>
<b>Conditions</b>	<p>Reinsurance Underwriting and Claims Control Clause AVN41A (Excluding Retention).</p> <p>Simultaneous Settlement Clause (Reinsurance) LPO 438.</p> <p>Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.</p> <p>Sanctions and Embargo Clause AVN111(R)</p> <p>To the extent of any contractual obligations accepted by the Original Insured and the Reinsured, the Reinsurers and the Reinsured agree to the following cut-through clause:- Reinsurance Cut-Through Clause 823AON00373</p> <p>All reinsurers agree to follow the Slip Leader in the application of any notices under Extended Coverage Endorsement (Aviation Liabilities) AVN52E and reinstatement and/or amendment to the conditions, rates, geographical limits in relation thereto shall be automatically binding upon all reinsurers without notice upon agreement of the Slip Leader.</p> <p>Cancellation clause as original.</p>
<b>Original Conditions</b>	<p><u>The following applies to all coverages:</u></p> <p>In consideration that this (re)insurance is placed under a lineslip facility arranged with the (re)insurers by Aon UK Limited each (re)insurer's participation under this (re)insurance shall continue at the agreed terms only whilst Aon UK Limited is the appointed broker. If there is a change from Aon UK Limited status as broker, each (re)insurer shall be obliged immediately thereafter to give 30 days notice to cancel their participation.</p> <p>Original Policy Number (to be advised to Slip Leader) and/or renewal thereof, London Aircraft Insurance Policy AVN1C and includes the following or local equivalent:</p> <p>Uses: Commercial including aerial photography plus continuation training of named/employed pilots and co-pilots. Excluding any form of slung work, Rental, ab-initio training and agricultural operations.</p> <p>Definitions "PRIVATE PLEASURE" means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.</p>

such pilots are approved by the appropriate authority to perform such flights. This policy also applies to other flights performed under CAA permit or waiver and test/ferry/positioning flights as required.

Provisos (i) and (ii) and the Effect of Non-Compliance Clause applicable to Section III of AVN1C are deleted.

Notwithstanding anything contained herein to the contrary, it is understood and agreed that the term "passenger" shall be deemed to include:

- i) non-fare paying passengers;  
All excluding any Employers Liability/Worker Compensation Act (or local equivalent) claims.
- ii) the Insured's employees carried in the aircraft without performing any direct or supervisory duties on board (exclusion 2(a) of Section II and Section II are deleted);  
All excluding any Employers Liability/Worker Compensation Act (or local equivalent) claims.
- iii) Pilots, crew members and any other persons or trainees who fly as authorised observers or trainees provided such pilots, crew members, other persons or trainees are not in the employment of the Insured or do not form part of the operational crew of the aircraft;  
All excluding any Employers Liability/Worker Compensation Act (or local equivalent) claims.
- iv) Any prospective employees requiring flight test prior to employment by the Insured.  
All excluding any Employers Liability/Worker Compensation Act (or local equivalent) claims.

#### LIIBA Electronic Data Event Liability Exclusion

Following shall be added as joint insureds for their respective rights and interests:

Anse Chastanet Hotel (SYCUM) Limited, Sunlink St. Lucia Repts, Thompson Holidays, Spice Travel, Barefoot Holidays, Sandals La Toc, Sandals Halcyon, Island Flyers, Royal St. Lucian Hotel, Windjammer Inc., Cox & Co., Jalousie Plantation, American Eurocopter LLC, Safran Helicopter Engines USA Inc., Sandals Grande Hotel, Crossroad Films, Carnival Corporation, Carnival PLC, Sea Dream Yacht Club, Silversea Cruises, Carnival UK, Sun Island Routes Adventure Tours Limited, Sandals Resorts International Limited, Ed Con – PRJ Inc., Suntours Caribbean/Virgin Holidays, Airbus Helicopters Inc., Hapag-Lloyd Kreuzfahrten GmbH, Saga Cruises Limited, Ritz Carlton Yacht Collection, TUI Cruises GmbH, Nexus Tours Inc., Viking Cruises, Crystal Cruises and/or associated and/or affiliated and/or subsidiary companies.

SunIsland Routes Adventure Tours Ltd and Sandals Resorts International Ltd together with their directors, officers, employees, representatives, associated, affiliated and parent companies.

Carnival Corporation and Carnival PLC (and relevant operating company) are included as additional insured as their interests may appear and as per the terms set forth in the Tour Operating Agreement between the operating company and the tour operator. Policies are primary and non-contributory.

### SCHEDULE OF AIRCRAFT

<u>Item</u>	<u>Code</u>	<u>Make and Model</u>	<u>Registration</u>	<u>Agreed Value</u>	<u>Passenger/Crew Seating</u>	<u>MTOW in Kg's</u>	
1.		Eurocopter AS350BA	J6-AAM		6 / 1	2250	
2.		Eurocopter AS350B2	J6-AAR		6 / 1	2250	
3.		Eurocopter AS350B2	J6-AAQ		6 / 1	2250	
		FLEET VALUE AT INCEPTION				18 / 3	

<u>CODE</u>	
RT	Rotorwing Turbine

Coverage for aircraft included on a Rotors Not in Motion Basis includes test, demonstration and positioning flights, legal liability insurance for the limits set forth in the Sum Insured. Change in status to full Flight/Rotors in Motion risks automatically covered subject to notification to Slip Leader as soon as practicable.

**Claims Jurisdiction:** Worldwide including USA and Canada.

**Express Warranties:**

1. There have been no incidents involving accidental damage to, or theft of, any aircraft (or part thereof) during the last 5 years whilst under the command of any pilot covered hereon or whilst owned and/or operated by any Insured named hereon unless stated below.
2. There are not prosecutions brought by the Civil Aviation Authority (or equivalent) in respect of any pilot covered hereon.

For Aerial Photography Missions it is a warranty of the policy that:

1. There will be no camera "slung" beneath the helicopter.
2. All camera work will be undertaken by a passenger in the helicopter and not by the pilot in command of the helicopter.
3. All camera work will be carried out at a minimum altitude of 500 (five hundred) feet above ground level.