



# **AIRSIDE THIRD PARTY LEGAL LIABILITY INSURANCE**

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Dated: March 2024

Starr Europe Insurance Limited (SEIL)

# INTRODUCTION

This Policy is intermediated by Altitude Insurance Ltd with registered address Ground Floor, 71 Lower Baggot Street, Dublin, DO2 P593, Republic of Ireland and underwritten by Starr Europe Insurance Limited (SEIL) a member of Starr Insurance Companies.

## About Starr Companies

Starr Insurance Companies is a global, privately-held insurance and investments organisation that provides innovative risk management solutions.

Starr Insurance Companies underwrites a wide variety of property, casualty and specialty lines including accident and health, aviation, construction, crisis management, energy, environmental, marine, and primary and excess casualty insurance. Starr Insurance Companies also provides a broad spectrum of insurance-related services, including claims handling and settlement, reinsurance, risk assessment, loss control and worldwide travel assistance services.

## Insurers Details

### Starr Europe Insurance Limited (SEIL)

This insurance is underwritten by Starr Europe Insurance Limited, an insurance company registered in Malta with Company Registration Number C 85380 and registered office Trident Park, Notabile Gardens, No. 1 - Level 0, Zone 2, Central Business District, Mdina Road, Birkirkara CBD 2010, Malta and authorised and regulated by the Malta Financial Services Authority.

## Limits of Liability

Insurers Limits of Liability will be detailed in the Policy Schedule.

## How to make a Complaint

Insurers aim is to ensure that all aspects of your contract of insurance are dealt with promptly, efficiently and fairly. At all times Insurers are committed to providing you with the highest standard of service.

If you have any questions or concerns about your contract of insurance or the handling of a claim you should, in the first instance, contact your Broker.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time in the following ways:

**In writing to:** The Complaints Manager  
Starr Europe Insurance Limited (SEIL)  
Trident Park, Notabile Gardens, No. 1 - Level 0, Zone 2, Central Business District,  
Mdina Road, Birkirkara CBD 2010, Malta

**By email to:** [compliance@starrcompanies.com](mailto:compliance@starrcompanies.com)

**By telephoning:** +356 22605086

## Privacy Policy

Starr Insurance Companies Privacy Policy can be obtained in the following ways:

**In writing to:** Data Protection Officer, Starr Europe Insurance Limited, Trident Park, Notabile Gardens, No. 1 - Level 0, Zone 2, Central Business District, Mdina Road, Birkirkara CBD 2010, Malta

**By visiting:** <https://starrcompanies.com/Privacy-Policy-Malta>

**By email to:** [compliance.malta@starrcompanies.com](mailto:compliance.malta@starrcompanies.com)

If you remain dissatisfied after Insurers have considered your complaint, you may have the right to refer your complaint to The Financial Services Ombudsman contact details below:

Financial Services Ombudsman  
3<sup>rd</sup> Floor, Lincoln House,  
Lincoln Place,  
Dublin 2  
Ireland  
Tel: +353 1 6 620 899  
Fax: +353 1 6 620 890  
E-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
[Financial Services Ombudsman website](https://www.financialombudsman.ie)

## Cooling Off Period

If you change your mind for any reason about continuing with this insurance contract you are entitled to cancel by writing to your Broker within fourteen (14) days of either:

- the date you receive this contract of insurance; or
- the start of the period of insurance

whichever is the later.

Your signed notice of cancellation letter should be sent to your Broker. This letter can be mailed or scanned and attached to an email addressed to your Broker. Provided that there have been no claims made by you, the premium paid will be returned.

## Right to Cancel

After the cooling off period, you can cancel this contract of insurance in accordance with General Condition 4 of the Policy.

## CONTRACTS (RIGHTS OF THIRD PARTIES) CLARIFICATION CLAUSE

**A person who is not a party to this Contract of Insurance has no right under the Contracts (Rights of Third Parties) Act 1999 (or similar legislation in any other Country) to enforce any term of this Contract of Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.**

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**STARR**

**AIRSIDE THIRD PARTY LEGAL LIABILITY INSURANCE**

**DEFINITIONS**

**Certain words used in this Policy commencing with a capital letter have special meanings which can be found in the Definitions Below:**

**1. Airside**

The term “Airside” means any area of the Airport premises which has restricted right of access, such as apron, taxiways and runways, terminals and other buildings located around the Airport premises, past the perimeter fence and through the security gates, or as defined by the airport authority.

**2. Bodily Injury**

The term “Bodily Injury” means bodily injury, sickness or disease, including death at any time resulting therefrom.

**2. Insured**

The term “Insured” means the Insured named in Item 1 of the Policy Schedule and, in addition, shall include directors, officers and employees of the Insured whilst acting on behalf of such Insured.

**3. Occurrence**

The term “Occurrence” means an accident, or a continued or repeated exposure to conditions occurring during the Policy Period, which results in Bodily Injury and/or Property Damage which is neither expected nor intended from the standpoint of the Insured. All Bodily Injury and/or Property Damage arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

**4. Property Damage**

The term “Property Damage” means physical loss of or damage to tangible property including resultant loss of use of such property.

**5. Vehicle**

The term “Vehicle” means a land motor vehicle, trailer or semi-trailer designed to travel on public roads, including any attached machinery or equipment.

## COVERAGE

The Insurers hereby agree to pay on behalf of the Insured, all sums which the Insured shall become legally obligated to pay or by final judgement be adjudged to pay, up to but not exceeding the Limits of Liability specified in Item 6 of the Policy Schedule, to any person or persons as damages for Bodily Injury and/or Property Damage caused by an Occurrence during the Policy Period and arising out of:

- (a) the performance of the Insured's business activities Airside as stated in Item 3 of the Policy Schedule
- (b) the operation of Vehicles Airside by the Insured, its contractors and/or subcontractors required in order for the work to be carried out, the services to be provided or supplies to be delivered.

at the Airport location(s) stated in Item 4 of the Policy Schedule.

## PAYMENT OF DEFENCE, SETTLEMENT EXPENSES AND COSTS

With respect to such coverage as is afforded under this Policy the Insurers shall:

1. Have the right and obligation to defend at their cost and expense in the name of and on behalf of the Insured any suit or other proceedings, even if groundless, false or fraudulent, brought against the Insured. However, the Insurers shall have the right to make such investigation, negotiation and settlement of any claim or suit as they deem expedient. Furthermore, the Insurers shall pay all expenses incurred by the Insured with the Insurers' approval (other than the salaries of the Insured's employees and the Insured's normal office expenses) in respect of any such suit or other proceedings brought against the Insured.
2. Pay all premiums on bonds to release attachments for an amount not in excess of the applicable Limit of Liability of this Policy and all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds.
3. Pay all costs taxed against the Insured in any such suit or proceedings and all interest accruing after entry of judgement until the Insurers have paid, tendered or deposited in court, such part of such judgement as does not exceed the applicable Limit of Liability of this Policy. The Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable Limit of Liability of this Policy bears to the amount of such judgement.

The amounts incurred under this clause, except settlements of claims and suits, are payable by the Insurers in addition to the Limit of Liability stated in Item 6 of the Policy Schedule. However with respect to any coverage which is subject to an aggregate limit hereunder the Insurers shall not be obligated to defend any suit nor to pay any costs or expenses after the aggregate Limit of Liability under this Policy has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurers.

## GENERAL EXCLUSIONS

**This Policy does not cover:**

1. **Bodily Injury to any person who at the time of sustaining such Bodily Injury is engaged in the service of the Insured, or liability for which the Insured or their insurer may be held liable under any employer's liability, workers' compensation, unemployment compensation or disability benefits law or any similar law.**
2. **Liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement.**
3. **Property Damage to property owned, rented, leased or occupied by or in the care, custody or control of the Insured.**

4. Bodily Injury or Property Damage caused by any ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of the Insured.
5. The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.
6. Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to Bodily Injury or Property Damage insured hereby resulting therefrom.
7. The cost of making good any faulty workmanship but this exclusion shall not apply to Bodily Injury or Property Damage arising out of such faulty workmanship.
8. Bodily Injury or Property Damage caused by the use of any vehicle on the road in such a manner as to require insurance or security under any domestic or international law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle on the public highway.

This exclusion does not apply in respect of any such liability arising from Occurrences within the confines of the Airport(s) specified in Item 4 of the Policy Schedule

However, if the Insured has a valid motor insurance effected in respect of such airside liability, Insurers under this Policy will only be liable to pay any excess amount up to the Limit of Liability specified in the Item 6 of the Schedule.

9. Loss of use of an aircraft that is not actually damaged by an Occurrence covered hereunder.
10. Liability arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured, after such goods or products have ceased to be in the possession or under the control of the Insured.
11. Liability arising from any illegal or criminal activities or dishonest acts alleged or otherwise committed by or at the direction of or with the knowledge and consent of the management or directors and officers of the Insured.
12. Liability arising from Occurrences happening outside of the Airside definition hereunder.
13. Liability arising from any fiduciary responsibility.
14. Claims excluded by the attached War, Hi-Jacking and Other Perils Exclusion Clause AVN48B.
15. Claims excluded by the attached Nuclear Risks Exclusion Clause AVN38B.
16. Claims excluded by the attached Asbestos Exclusion Clause 2488AGM00003.
17. Claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause AVN46B.
18. Claims excluded by the attached Date Recognition Exclusion Clause AVN2000A.
19. Claims excluded by the attached Contract (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.

## GENERAL CONDITIONS

### 1. Notice of Claim

Upon the happening of any Occurrence likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to Insurers as soon as possible after the same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.

All notices as specified above shall be given by the Insured to the Insurers through the Person or Firm specified in Item 8 of the Policy Schedule.

### 2. Other Insurance

This Policy shall be excess insurance over any other valid and collectible insurance available to the Insured.

### 3. Fraudulent Claims

**An Insured shall not in the presentation and furtherance of any claim:**

- (a) **deliberately or recklessly conceal from Insurers any information which such Insured knows or ought to know might be material to their consideration of any claim;**
- (b) **provide to Insurers information, which such Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor**
- (c) **otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.**

**In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to such Insured.**

**In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:**

- (i) **terminate the cover provided by the Policy to such Insured with effect from the date that such information was provided;**
- (ii) **recover any sums paid to such Insured in respect of losses occurring on or after the date that such information was provided; and**
- (iii) **retain any and all premium paid by such Insured.**

**If any provision of this condition is in conflict with the law governing the Policy it shall be of no effect to the extent of such conflict.**



#### 4. Cancellation

This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided not less than 30 days notice in writing be given. (Where 30 days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefore).

If the Policy is cancelled by the Insured the Insurers shall be entitled to the short rate proportion of the premium calculated in accordance with the following Scale:

##### SHORT RATE CANCELLATION SCALE

	Earned Premium
1 month on risk	... 20% annual premium
2 months on risk	... 30% annual premium
3 months on risk	... 40% annual premium
4 months on risk	... 50% annual premium
5 months on risk	... 60% annual premium
6 months on risk	... 70% annual premium
7 months on risk	... 75% annual premium
8 months on risk	... 80% annual premium
9 months on risk	... 85% annual premium
Over 9 months	... 100% annual premium

If the Policy is cancelled by Insurers they shall be entitled to the premium for the period that this Policy has been in force, calculated pro-rata. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

#### 5. Sanctions Limitation LMA3100

**No Insurer shall be deemed to provide cover and no Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.**

#### 6. No Admission

**No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.**

#### 7. Due Diligence

The Insured shall exercise due diligence and ensure that all reasonable safeguards and precautions against Occurrences are provided and used.

#### 8. Compliance with Regulations

The Insured shall comply with all International and Government Regulations and Civil Instructions.

**9. Limitation of Liability**

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 Item 6 of the Policy Schedule.

**10. Choice of Law and Jurisdiction**

As stated in Item 9 of the Policy Schedule.

**11. Reasonable Act**

The coverage provided by this Policy shall not be invalidated by any reasonable act by or on behalf of the Insured for the purpose of protecting persons or property.

**12. Inadvertent Errors or Omissions**

Inadvertent errors or omissions or failure to give notice to the Insurers as herein required shall not relieve the Insurers of liability under this Policy, provided that such error or omission or failure shall be corrected as soon as discovered.

**13. Change in Risk**

The Insured shall be under a continuing duty, during the Policy Period, to notify the Insurers as soon as practicable of any changes which increase the risks which have been presented to the Insurers. Such changes shall be subject to agreement by Insurers and may require an additional premium to be charged. There shall be no coverage for any claims resulting from any changed element of the risk unless the changed element of the risk has been notified to and agreed by Insurers.

## **ATTACHMENT 1.**

### **WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION) AVN48B**

This Policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

**1.10.96**

## ATTACHMENT 2.

### NUCLEAR RISKS EXCLUSION CLAUSE AVN38B

1. This Policy does not cover:
  - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
  - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1(b) and (c) above shall not include:
  - (i) depleted uranium and natural uranium in any form;
  - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
  - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
  - (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
  - (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<b>Emitter</b> <b>(IAEA Health and Safety Regulations)</b>	<b>Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm<sup>2</sup>)</b>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup>  (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup>  (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

- (iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

22.7.96

### **ATTACHMENT 3.**

#### **ASBESTOS EXCLUSION CLAUSE 2488AGM00003**

This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

- (1) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof.

All other terms and conditions of the policy remain unchanged.

## **ATTACHMENT 4.**

### **NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE AVN46B**

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
  - (a) claims excluded by Paragraph 1 or
  - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
  - (i) damages awarded against the Insured and
  - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

**1.10.96**

## **ATTACHMENT 5.**

### **DATE RECOGNITION EXCLUSION CLAUSE AVN2000A**

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

**14.03.01**



## ENDORSEMENTS ATTACHING TO FORM A PART OF THIS POLICY

### ENDORSEMENT NUMBER ONE

#### DATE RECOGNITION LIMITED COVERAGE CLAUSE AVN2002A

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

- (1) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Policy period and arising out of a risk insured under the Policy; and/or
- (2) accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph (2) and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

#### PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.
2. Nothing in this Endorsement shall provide any coverage :
  - (a) applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
  - (b) in respect of grounding of any aircraft; and/or
  - (c) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

#### 21.3.01

**(Applicable to non Aircraft Liability only)**

## ENDORSEMENT NUMBER TWO

### PERSONAL INJURY EXTENSION AVN60A

The insurance provided by this Policy extends to indemnify the Insured for legal liability for damages awarded to any person arising out of one or more of the following offences committed during the Policy period but only where such offences are committed in connection with that part of the Insured's aviation operations or interests for which other coverage is granted by the Policy:

1. False arrest, restraint, detention or imprisonment.
2. Malicious prosecution.
3. Wrongful entry, eviction or other invasion of the right of private occupancy.
4. Inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
5. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.
6. Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services but only for or on behalf of the Insured in the provision of emergency medical relief.

The following additional exclusions shall apply to this extension:

- (a) liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement,
- (b) liability arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Insured,
- (c) liability arising out of offence 5 above,
  - (i) if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
  - (ii) if such publication or utterance was made by or at the direction of the Insured with the knowledge of the false nature thereof,
- (d) liability directly or indirectly related to the past, present or potential employment of any person by the Insured.

The limit of liability applicable to this extension shall be as stated in item 6 of the Policy Schedule in the aggregate during the Policy period being within the overall Policy limit and not in addition thereto.

All other terms and conditions of this policy remain unchanged.

**24.12.2004**

## ENDORSEMENT NUMBER THREE

### CORPORATE DEFENCE COSTS EXTENSION AVN108A (amended)

The coverage provided by this Extension shall only be effective and operative provided and for so long as Insurers continue to have a direct or indirect financial interest in the outcome of the relevant proceedings or inquiry (in respect of which coverage is provided under this Extension) under some other section of this Insurance.

Any payments hereunder shall only be made provided they are permissible under all applicable laws and regulations.

Following an Occurrence for which coverage is provided by this Insurance, and notwithstanding any exclusion in respect of illegal or criminal activities or dishonest acts under this Insurance, Insurers agree to pay all reasonable defence costs and expenses (other than the salaries of the Insured's employees and the Insured's other normal operating expenses) incurred by the Insured, with Insurers consent, for representation at any court, including any criminal court, or similar proceedings brought against the Insured for an actual or alleged breach of:

- (a) UK Corporate Manslaughter Act and Corporate Homicide Act 2007 or
- (b) UK Health and Safety at Work Act or the Health and Safety at Work (Northern Ireland) Order 1978 or
- (c) Criminal legislation similar to (a) or (b) applicable in the country of domicile of the Insured.

Insurers shall also pay the reasonable costs and expenses (other than the salaries of the Insured's employees and the Insured's other normal operating expenses) incurred by the Insured, with Insurers' consent, in appealing against any conviction or the imposition of a remedial or publicity order (in connection with the above) provided that in the opinion of a King's Counsel or equivalent legal authority (to be mutually agreed upon by the Insured and Insurers) such an appeal could be made by the Insured with the reasonable probability of success.

All such costs and expenses provided for by this Extension will be payable in excess of any other insurance available to the Insured. Where any such insurance is also subject to non contribution then the amount of such costs and expenses over all insurances shall not exceed the single highest limit available under any of the insurances. In this event the liability of the Insurers under this Insurance shall be limited to that proportion of such costs and expenses which the limit of Insurers' liability bears to the overall combined limit for such costs and expenses under all insurances.

The coverage provided by this Extension does not apply to:

- (a) Excess Non Aviation Liability cover provided by this Insurance or
- (b) fines, remedial costs, publicity costs or penalties in connection with the foregoing or
- (c) defence costs and expenses incurred by natural persons in their capacity as individuals, directors, partners, officers, servants, employees, and shareholders.

Insurers' liability for all costs and expenses provided for above shall be in addition to the Limit of Liability of this Insurance but subject to an aggregate limit as stated in Item 6 of the Policy Schedule in respect of all matters arising out of one or more Occurrences during the Period of Insurance and whether involving one or more Insureds.

## ENDORSEMENT NUMBER FOUR

### EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) AVN52G

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), IN CONSIDERATION of an Additional Premium included herein, it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of Clause AVN 48B forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B.

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3. LIMITATION OF LIABILITY

**The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be a sub-limit of as stated in item 6 of the Policy Schedule or the applicable Policy limit whichever the lesser any one Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.**

4. AUTOMATIC TERMINATION

To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) **All cover**
  - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America
- (ii) **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B**
  - upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved
- (iii) **All cover in respect of any of the Insured Aircraft requisitioned for either title or use**
  - upon such requisition

PROVIDED THAT if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

5. REVIEW AND CANCELLATION

- (a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.
- (b) **Limited Cancellation (48 hours)**

Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/ or (g) of Clause AVN

48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

(c) **Cancellation (7 days)**

The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.

(d) **Notices**

All notices referred to herein shall be in writing.

**17.10.01**

(applicable to coverage provided to service providers)

## ENDORSEMENT NUMBER FIVE

### ELECTRONIC DATA EVENT LIABILITY EXCLUSION

This Policy excludes:

- (1) any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:
  - (a) a delay in, cancellation of or non-provision of air transportation and associated services;
  - (b) unauthorised access to and/or use of a person's or organisation's confidential, proprietary or personal information;
- (2) Property Damage to Electronic Data

arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Policy caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used herein:

"Data Event" means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Electronic Data.

"Electronic Data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

**LIIBA AVIATION 12.09.2019**

## ENDORSEMENT NUMBER SIX

### SOFTWARE AFFIRMATION CLAUSE

1. Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in this Policy.
2. No additional limit(s) of coverage shall be conferred by paragraph 1 of this Clause.
3. For the purposes of this Clause, Software shall mean programs, source codes, scripts, applications and other operating information used to instruct computers to perform one or more task(s).

**LMA5450**

5 October 2020

## POLICY SCHEDULE

**Control Number:** CN 37806  
**Policy Reference:** SEIL3001091-01  
**Broker Policy Number:** Bird Control

**Item 1. Name of the Insured:**

Bird Control Ireland

**Address of the Insured:**

Littlebridge, Cappoquin, Waterford, Ireland

**Item 2. Policy Period:**

From: 13 May 2025

To: 12 May 2026

Both days inclusive Local Standard Time at the address of the Insured.

**Item 3. The Business Activity(ies) for which the Policy coverage is effected is (are):**

Wildlife Management All Services

**Item 4. Name and Location of Airport(s) for which the Policy coverage is effected is (are):**

Any Irish Airport

**Item 5. Number of Vehicles used in or about Airport Premises at any one time:**

The number of Vehicles used in or about Airport Premises at any one time shall not exceed  
1

**Item 6. Limit of Liability:**

Combined Single Limit (Bodily Injury/Property Damage)

EUR 127,000,000 any one Occurrence

**Excess:**

Insurers shall not be responsible for the first

EUR 5,000 any one Occurrence in respect of Property Damage



### **Personal Injury Extension AVN60A – Endorsement Number Two**

Limited to USD 25,000,000 (or currency equivalent) (or the Combined Single Limit of Liability as shown above, whichever the lesser) any one offence and in the aggregate, being included within the Combined Single Limit and not in addition thereto.

### **Corporate Defence Costs Extension AVN108A (amended) – Endorsement Number Three**

Subject to an aggregate limit of USD 25,000,000 (or currency equivalent) (or the Combined Single Limit of Liability as shown above, whichever the lesser) in respect of all matters arising out of one or more Occurrences during the Policy Period and whether involving one or more Insureds.

### **Extended Coverage Endorsement (Aviation Liabilities) AVN52G – Endorsement Number Four**

USD 50,000,000 (or Currency Equivalent) (or the Policy Combined Single Limit of Liability as shown above, whichever the lesser) any on Occurrence and in the aggregate, being within the Policy Combined Single Limit and not in addition thereto.

**Item 7. Premium:**

EUR 1,865

Payable in Full at inception.

**Tax payable by the Insured and administered by Insurers:**

Irish Government Levy calculated at 3% of premium

Insurance Compensations Fund Levy calculated at 2% of premium

**Tax payable by Insurer:**

EUR 1 Stamp Duty\*

The Stamp Duty due on this contract has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990. Renewals are not subject to Stamp Duty, provided the contract remains substantially unchanged.

**Item 8. All Notifications required by this Policy shall be given to:**

Aon Ireland Limited  
Metropolitan Building, James Joyce Street, Dublin D01 KOY8, Ireland  
Graham.caffrey2@aon.ie

**Item 9. Choice of Law and Jurisdiction:**

This Policy shall be governed by and construed in accordance with the law of the **Republic of Ireland** and each party agrees to submit to the exclusive jurisdiction of the Courts of the **Republic of Ireland** in any dispute arising hereunder.

Item 10.	Insurers Details	Percentage of Risk
	Starr Europe Insurance Limited (SEIL)	100%