

12 April 2016

Mark Harrold Heliport 25 Wentworth Street GRANVILLE NSW 2142 Jardine Lloyd Thompson Pty Ltd ABN 69 009 098 864

Level 11, 66 Clarence Street SYDNEY NSW 2000 PO Box H25 AUSTRALIA SQUARE NSW 1215

Our Ref: 110026

Tel +61 2 9290 8000 Fax +61 2 9299 7280

www.jlta.com.au

Dear Mark,

#### **Certificate of Currency**

**INSURANCE CLASS** 

Aviation Hull and Liability

#### **INSURED**

Sydney Helicopters Pty Ltd and/or Atlantick Pty Ltd and/or all related and/or subsidiary and/or associated and/or controlled firms or companies now or previously existing or hereafter constituted, formed or acquired during the currency of this policy, all for their respective rights and interests.

## **ADDITIONAL INSUREDS**

The following are included as additional insureds under the Liability sections of the policy and Insurers agree to waiver their rights of subrogation against them under the Hull section of the policy:-

Channel Seven Sydney Pty Ltd (as operator of the aircraft) Channel Nine Sydney Pty Ltd (as operator of the aircraft) NSW Rural Fire Service and its servants.

NSW Fire Brigades.

NSW State Emergency Service

Department of Primary Industries (incorporating Agriculture and

Forests NSW)

Department of Environmental and Climate Change NSW

(incorporating National Parks and Wildlife Service) State Forests

ACT Emergency Services Authority.

ACT Rural Fire Service.

National Aerial Firefighting Centre

Heliport Developers Pty Ltd

Austgrid Sydney Water Transgrid

Parramatta/Granville Sportsground Trust Conservation and Land Management

Sydney Airports Energy Australia

Electricity Transmission of South Australia (ETSA)

Roads and Maritime Authority

Granada Group PLC

The Government of South Australia

**Botanical Gardens** 

South Australia Heritage and Environment

Sydney Catchment Authority

STD DOC [Policy Certificate of Currency for SYDHEL - Policy 110026 - 12/04/2016 - PHILR]

Document Set ID: 7193431 Version: 1, Version Date: 07/06/2016 Manly Hydraulics NSW Maritime

POLICY WORDING Swiss Re International Aircraft Wording

PERIOD OF INSURANCE From: 14 April 2016.

To: 14 April 2017 both days inclusive LST.

SCOPE OF COVER Hull

Accidental loss of or damage to the aircraft described in the

Schedule.

**Aircraft Spares** 

Aircraft engines, spare parts, tools and equipment either owned by the Insured or the property of others for which the Insured is responsible, against all risks of physical loss of or damage,

including transit by any means

Liabilities

The Insured's legal liability to third parties and passengers for accidental bodily injury, fatal or otherwise, and accidental damage to property, arising out of the Insured's operation and/or

ownership of the aircraft described in the Schedule.

Total loss only cover

Additional limit required in the event of total loss only to pay of

those costs over and above the value of the aircraft.

LIMITS OF LIABILITY Hull

Agreed Values as per Schedule of Aircraft. Maximum Agreed

Value any one aircraft: AUD2,000,000.

Accessories / Equipment Total Value: AUD330,000

**Spares** 

Limit - AUD600,000 any one occurrence.

Liabilities

Combined Single Limit AUD20,000,000 each accident. Aircraft covered for Ground Risks Only incidental Third Party

Liability Limit to be AUD2,000,000 each accident.

**Total loss only** 

AUD 100,000 per aircraft IRO aircraft insured for FFR.

**GEOGRAPHICAL SCOPE** Australia (but Worldwide in respect of Aircraft spares).

GOVERNING LAW OF CONTRACT

Australian

PURPOSE OF USE As required by the Insured (but excluding mustering and

aerial application (agricultural) uses). + cross-hire to and

use/operation by the following :-

STD DOC [Policy Certificate of Currency for SYDHEL - Policy 110026 - 12/04/2016 - PHILR]

# Channel Seven Sydney Channel Nine Sydney

#### **PILOTS**

### Turbine Aircraft

Any duly qualified pilot as approved by the Insured subject minimum 1,000 rotorwing hours and 250 rotorwing turbine hours (other than for type endorsement). In respect of slung pilots to have a minimum 50 hours slung experience.

#### Piston Aircraft

Any duly qualified pilot as approved by the Insured subject minimum 500 rotorwing hours (other than for type endorsement).

## Named Pilot

Chief Pilot – Mark Harrold Peter Blackburn (All aircraft and all uses) Hugh Johnston James Williams

Hugh and James, P,B&P, Charter only, and with James not approved on AS350.

## **DEDUCTIBLES**

Aircraft (including total loss, constructive total loss and arranged total loss)

**Turbine Helicopters** 

Rotors In Motion: 1.00% of aircraft agreed value each

accident.

Rotors Not In Motion: 1.00% of aircraft agreed value each

accident.

Piston Helicopters

Rotors In Motion: 5.00% of aircraft agreed value each

accident.

Rotors Not In Motion: 1.00% of aircraft agreed value each

accident.

**Equipment** AUD1,000 each and every loss.

**Spares** AUD500 each and every loss.

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

#### **CONDITIONS** (and extensions)

- 1. Premium Payments Clause (AVN6), quarterly instalments. With Paragraph (2) applying only to the aircraft involved in the claim.
- 2. 1st Quarterly Instalment due 15 April 2016
- 3. 2<sup>nd</sup> Quarterly Instalment due 15 June 2016
- 4. 3<sup>rd</sup> Quarterly Instalment due 15 September 2016

- 5. 4<sup>th</sup> Quarterly Instalment due 15 December 2016
- 6. Nuclear Risks Exclusion Clause AVN38B
- Noise and Pollution and Others Perils Exclusion Clause AVN46B.
- 8. War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN48B
- 9. Extended Coverage Endorsement (Aircraft Hulls) AVN51.
- 10. Extended Coverage Endorsement (Aviation Liabilities) AVN52E, deleting all paragraphs except (b) of the War, Hijacking and Other Perils Exclusion Clause (for policy limits).
- 11. Additions and Deletions (Combined) Clause AVN19A, amended to allow aircraft of the same or similar type up to the Maximum Agreed Value stated above and with a passenger seating capacity not exceeding 6
- 12. Agreed Value Clause AVN61.
- 13. Civil Aviation (Carriers' Liability) Act Australia Endorsement AVN57A (amended).
- 14. Aircraft Financial Interest Endorsement AVN28B Interested Parties: National Bank of Australia for VH-RTV Interested Parties: Bank Of Queensland for VH-JVS Aircraft that have a lien on them to be advised (specific amounts on each aircraft are not required).
- 15. National Bank of Australia are included as an additional insured for their respective rights and interests (on both hull and liabilities) as financiers and/or mortgagees and noted as Loss Payee.
- 16. Liability to Pilots and Crew Clause AVN73.
- 17. Pilot Indemnity Clause AVN74, amended to include crew.
- 18. Aircrew Waiver of Subrogation Clause.
- Airfreight of Spare Parts Clause, up to 10% of aircraft agreed value each loss.
- 20. Supplementary Payments Clause AVN76, covering all paragraphs. Limited to 10% of aircraft agreed value any one occurrence and in the aggregate.
- Flying Clothing and Effects Clause AVN75 (amended to include ancillary equipment).
  Maximum Indemnity: AUD20,000 each accident.
  Deductible: AUD500 each accident.
- 22. Cargo Legal Liability Endorsement AVN92, with Exclusion 4 (slung loads) deleted. Limit of Indemnity AUD200,000 each accident. Deductible AUD1,000 each accident.
- 23. Post-Accident Additional Expenses Clause (limited to AUD20,000 each accident).
- 24. Ingestion Clause.
- 25. Hot or Hung Starts Clause.
- 26. Breach of Air Navigation Regulations Clause AVN94.
- Notice of Cancellation Clause amended to 30 days but 10 days iro non-payment.
- 28. Aircraft Disappearance Clause period amended to 15 days.
- 29. Unauthorised Use Clause AVN77, theft only.
- 30. Forced Landing Clause AVN78.
- 31. Number of Passengers Clause (NOPE).
- 32. Directors and/or Employees of the Insured Clause.
- 33. Biennial Flight Review Clause.
- 34. Cross Liability Clause AVN63.
- 35. Consequential loss for collision with power lines. Limit AUD500,000 any one loss.

- 36. Non-owned Aircraft Endorsement AVN54, deleting Provisions 2 and 3 and Exclusions (c) and (d). Maximum 6 passengers. Liability for loss of or damage to such aircraft for limit. AUD 1,000,000, subject deductible AUD25,000 each accident but only in respect of operations of the original insured.
- 37. In respect of banner-towing, coverage excludes loss of or damage to the Banner and/or liability for loss of or damage to the Banner.
- 38. Aircraft Laying-Up Returns Clause AVN26A (amended). Ground Risk Hull Rates :-Turbine Helicopters : 0.34% Piston Helicopters : 0.595%
- 39. Ground Risks Only (RNIM) cover to include engine running.
- 40. Accessories and Equipment includes but is not limited to bambi buckets, night vision goggles, pilot helmets, fire incendiary devices, lifting equipment, chopper spotter, Hoffman box, helicopter trolleys, refuelling tankers and aircraft tools being the property of the Insured or of any employee of the Insured.
- 41. Coverage in respect of Accessories and Equipment includes whilst being carried as cargo in transit, by air (including Insured's aircraft) and/or by any other means of conveyance.
- 42. Asbestos Exclusion Clause 2488AGM00003.
- 43. Date Recognition Exclusion Clause AVN2000A.
- 44. Date Recognition Limited Coverage Clause AVN2001A
- 45. Profit Commission On Renewal Clause AVN88 (25% on 70% basis), subject renewal with same insurers (to include Spares and Accessories/Equipment).
- 46. AVN9 Full Premium if Loss
- 47. Deletion of Timed Life Contribution Clause for turbine aircraft, to read as follows "Notwithstanding anything contained herein to the contrary it is hereby noted and agreed that condition 3(e) (ii) of Section 1 Loss of or damage to Aircraft is amended in respect of rotary wing aircraft fitted with turbine engine(s) to apply in respect of the combined total Overhaul Cost which exceeds 10% of the Hull Amount Insured as specified in the Interest Insured section of the Schedule or 250.000, whichever is the lesser.

**INSURER** 

Swiss Re International SE (Aust Branch)

**POLICY NUMBER** 

AVS201603-0175

## **SCHEDULE OF AIRCRAFT**

	Makasad			Maximum No.		
	<u>Make and</u> <u>Model</u>	Registration	Agreed Value	<u>of Passenger</u> <u>Seats</u>	<u>Liability</u>	Cover
1.	Aerospatiale AS350	VH-ENC	AUD1,500,000	6	AUD20,000,000	FFR
2.	Aerospatiale AS350	VH-HVK	AUD1,500,000	6	AUD20,000,000	FFR
3.	Aerospatiale AS350	VH-RTV	AUD1,500,000	6	AUD20,000,000	FFR
4.	Bell 47G	VH-ENR	AUD200,000	2	AUD20,000,000	GRO
5.	EC 120B	VH-JVS	AUD1,200,000	4	AUD20,000,000	FFR
6.	BK117 B2	VH-JWB	AUD1,750,000	9	AUD20,000,000	FFR
SPECIAL PROVISIONS						

This certificate of currency is issued as a matter of information only and confers no rights upon the certificate holder.

This certificate of currency provides a summary of the policy cover and is current on the date of issue. It is not intended to amend, extend, replace or override the policy terms and conditions contained in the actual policy document.

We accept no responsibility whatsoever for any inadvertent or negligent act, error or omission on our part in preparing these statements or in transmitting this certificate by email or for any loss, damage or expense thereby occasioned to any recipient of this letter.

Robert Phillips

Manager - Aerospace