



F184324 / 673

**SCHEDULE**

**ITEM**

1. **AGREEMENT NO.: B0433F156315**  
**UNIQUE MARKET REFERENCE NO.: CERTIFICATE NO:**

**B1612F186315**

**F184324/673**

2. **NAME AND ADDRESS OF THE INSURED:**

Helium Group NV  
Gemeenveldstraat 36  
B.1652 Alsemberg  
Belgium

3. **PERIOD OF INSURANCE:** **From: 1st December 2018**  
**To: 30th November 2019**  
**Both days inclusive local standard time at the address of the Insured as stated.**

4. **RISKS COVERED:** Flight, Taxiing, Ground and Transported (as more fully defined in the Certificate).

5. **SCHEDULE OF AIRCRAFT INSURED:**

<u>MAKE &amp; TYPE</u>	<u>REGISTRATION MARKS</u>	<u>DECLARED MAXIMUM NUMBER OF PASSENGERS CARRIED AT ANY ONE TIME</u>	<u>AGREED VALUE</u>
Piper PA 32R-301	N123AX	5	EUR 150,000

6. **DEDUCTIBLES: (Applicable to Section I only)**

EUR 2,100 each and every claim excluding total loss.

7. **LIMITS OF INDEMNITY:**

**SECTIONS II, III AND IV (LEGAL LIABILITY TO THIRD PARTIES, PASSENGERS, BAGGAGE/PERSONAL EFFECTS, CARGO, MAIL AND AIRCREW) COMBINED:**

EUR 5,700,000 (or equivalent in other currencies) any one accident, but increasing to GBP 7,500,000 (or equivalent in other currencies) any one accident in respect of Crown Indemnity.



8. **GEOGRAPHICAL LIMITS:**

Worldwide, excluding the following countries and regions:

- (a) Algeria, Burundi, Cabinda, Central African Republic, Congo, Democratic Republic of Congo, Eritrea, Ethiopia, Ivory Coast, Liberia, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan;
- (b) Colombia, Ecuador, Peru;
- (c) Afghanistan, Jammu & Kashmir, Myanmar, North Korea, Pakistan;
- (d) Georgia, Nagorno-Karabakh, North Caucasian Federal District, Ukraine;
- (e) Iran, Iraq, Libya, Syria, Yemen;
- (f) United States of America and Canada.

In addition coverage is granted:

- (i) 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
- (ii) 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.

Notwithstanding the above, coverage is excluded for any flight into any country or region where such operation of the Aircraft is in breach of United Nations or European Union sanctions.

9. **PURPOSES FOR WHICH THE AIRCRAFT WILL BE USED:**

Private Business and Pleasure (as more fully defined in the Certificate).

10. **PILOTS:** As approved by the insured, subject to each pilot having at least a minimum of 250 Fixed Wing Piston Engine Hours

In addition, whilst giving instruction to the aforementioned pilots, any qualified flying instructor/examiner is automatically included as an approved pilot hereon.

11. **PREMIUM:** EUR 4,533.84

12. **ENDORSEMENTS APPLICABLE:**

(a) **Applicable to Certificate:**

- (4) 25% No Claim Bonus Endorsement
- (8) Overseas Jurisdiction Clause
- BREXIT Continuity Endorsement

(b) **Applicable to Individual Aircraft:**

None



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13. **ANY ENQUIRY OR COMPLAINT RELATING TO THIS CERTIFICATE SHOULD BE ADDRESSED IN THE FIRST INSTANCE TO:**

Hayward Aviation, (The Broker)  
The St Botolph Building,  
138 Houndsditch,  
London,  
EC3A 7AW.

14. **GREAT LAKES INSURANCE SE IS A GERMAN INSURANCE COMPANY WITH ITS HEADQUARTERS AT KÖNIGINSTRASSE 107, 80802 MUNICH. UK BRANCH OFFICE: PLANTATION PLACE, 30 FENCHURCH STREET, LONDON, EC3M 3AJ.**

**GREAT LAKES INSURANCE SE, UK BRANCH, IS AUTHORISED BY BUNDESANSTALT FÜR FINANZDIENSTLEISTUNGSAUFSICHT AND SUBJECT TO LIMITED REGULATION BY THE FINANCIAL CONDUCT AUTHORITY AND PRUDENTIAL REGULATION AUTHORITY. DETAILS ABOUT THE EXTENT OF THEIR REGULATION BY THE FINANCIAL CONDUCT AUTHORITY AND PRUDENTIAL REGULATION AUTHORITY ARE AVAILABLE FROM THEM ON REQUEST.**

15. **INSURERS:**

Insurers comprising of Great Lakes Insurance SE		100%
	Total	100%

For and on behalf of,  
HAYWARD AVIATION (a trading name of JLT Specialty Limited)

AUTHORISED SIGNATORY

Date 26 November 2018

Created by JE



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**ENDORSEMENT (4)**

**(Only applicable if shown in Item 12. of the Schedule)**

**NO CLAIM BONUS ON RENEWAL ENDORSEMENT**

In the event of no claim having been made on this Certificate and the renewal of this insurance being effected with the Insurers through Hayward Aviation, the Insurers will allow to the Insured a No Claim Bonus of 25% of the premium paid hereon, it being understood that no obligation on the Insurers or the Insured to renew is implied.

The foregoing shall replace any other No Claim Bonus provision that may be contained elsewhere in the Certificate.

**SUBJECT OTHERWISE TO CERTIFICATE COVER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS.**



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**ENDORSEMENT (8)**

**(Only applicable if shown in Item 12 of the Schedule)**

**OVERSEAS JURISDICTION CLAUSE**

It is hereby agreed that:

1. this insurance shall be governed by the law of Belgium whose Courts shall have jurisdiction in any dispute arising hereunder; and
2. any summons, notice or process to be served upon the Insurers for the purpose of instituting any legal proceedings against them in connection with this insurance may be served upon:

Great Lakes Insurance SE

At the following address:.

Plantation Place,  
30 Fenchurch Street,  
London,  
EC3M 3AJ.



## **BREXIT CONTINUITY ENDORSEMENT**

### **Additional General Condition**

#### **Notice of Cancellation**

Notwithstanding anything contained in this Contract to the contrary, if a 'Default Event' occurs in relation to any (Re)Insurer, the (Re)Insured shall have the right to give revocable notice of cancellation of the participation of that (Re)Insurer in this Contract. In the event of such notice being given then cancellation shall be effective from the 'Final Brexit Date' as hereinafter defined unless revoked earlier by the (Re)Insured. To be effective, any notice of cancellation by the (Re)Insured (or by JLT Specialty Limited on its behalf) under this General Condition shall be deemed delivered and effective if delivered in writing to the addressee set out in the notice provisions of this Contract, or in the absence of such provision to the registered office of the (Re)Insurer whose participation is being cancelled. Within fourteen (14) days of the effective date of any cancellation:

- (a) the relevant (Re)Insurer shall return any paid but unearned premium; and
- (b) the (Re)Insured shall pay any unpaid but earned premium,

and unearned premium shall be calculated as expressly provided in the relevant cancellation or termination provisions of this Contract or, if there are no such cancellation or termination provisions, on a pro-rata basis for the time on risk. Such (Re)Insurer shall, notwithstanding cancellation hereunder, remain liable for the payment of all claims arising under this Contract prior to the date of cancellation and shall use its best endeavours to pay such claims prior to the Final Brexit Date.

#### **A Default Event**

A 'Default Event' shall be deemed to be and to have occurred in respect of a (Re)Insurer participating in this Contract if, 45 calendar days prior to the later of:

- (a) the 29<sup>th</sup> March 2019; or
- (b) where a Brexit transition agreement has been effected pursuant to which (Re)Insurers remain able to conduct business as it relates to this Contract, such subsequent date as may be specified for the full departure of the United Kingdom from the European Union under such transition agreement

(such later date being the "Final Brexit Date"), that (Re)Insurer has not provided written confirmation to JLT Specialty Limited that either (i) its relevant licence to conduct business as it relates to this Contract will remain valid beyond the Final Brexit Date, or (ii) a transfer of its participation to a replacement (Re)Insurer pursuant to the Transfer Option below has been completed.

#### **Transfer Option**

It is an obligation of each individual subscribing (Re)Insurer (hereinafter referred to as the "Exiting (Re)Insurer") to this Contract to ensure that the (re)insurance protection afforded to the (Re)Insured is unaffected by a Default Event.

An Exiting (Re)Insurer shall, to avoid a Default Event, have the right, and obligation to use its best endeavours, to transfer its participation to a suitable replacement (Re)Insurer holding all necessary licences and permissions to grant (re)insurance coverage provided that the replacement (Re)Insurer:



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- 1) must accept the full participation of the Exiting (Re)Insurer on the same terms (including premium), conditions, limitations and exclusions; and
- 2) must have a security grading not less than that of the Exiting (Re)Insurer as issued by Standard & Poor's Insurance Rating (a division of the McGraw-Hill Companies) or successor thereof or Moody's or AM Best Company Inc. or successor thereof unless agreed otherwise by the (Re)Insured; and
- 3) such transfer is to be completed at least 45 calendar days prior to the Final Brexit Date; and
- 4) accepts responsibility for the payment of all claims arising under this Contract other than those settled prior to the date of replacement of the Exiting (Re)Insurer.

The (Re)Insured shall cooperate reasonably to enable the Exiting (Re)Insurer to effect a transfer on the above terms.

#### **(Re)Insurers' Duty**

If any (Re)Insurer is affected by a Default Event it shall:

- (a) at its own expense ensure compliance with this General Condition. Such expense shall take into account the general market conditions at the time of any such transfer or cancellation along with any additional fees for additional work incurred by the (Re)Insured and JLT Specialty Limited;
- (b) not to use the doctrine of Frustration of Contract as a mechanism to avoid its obligation to provide a suitable, lawful alternative (re)insurance protection to the (Re)Insured.

(Re)Insurers liability to the (Re)Insured under this General Condition shall remain several and not joint.