

## **LONDON AIRCRAFT INSURANCE POLICY**

### **AVN 98 AVIATION PRODUCTS, GROUNDING AND OTHER AVIATION LIABILITIES INSURANCE**

The Insurers, in consideration of the payment of premium and in reliance upon the information provided by the Insured to the Insurers and subject to the terms, conditions, limitations and exclusions of this Policy, agree as follows:

#### **SECTION ONE AVIATION PRODUCTS AND GROUNDING LIABILITY INSURANCE**

##### **COVERAGE A - AVIATION PRODUCTS LIABILITY**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence arising out of the Products Hazard.

Exclusions Applicable to Coverage A

This Coverage A does not apply to:

(A) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.

(B) loss of use of any Aircraft which has not been damaged or destroyed.

(C) legal liability imposed upon the Insured solely by reason of the Insured's ownership of an Aviation Product.

(D) legal liability arising from any restriction on or withdrawal from use of an Aviation Product not actually involved in an Occurrence.

(E) Property Damage to

(i) any Space Vehicle or Satellite or any Aviation Product forming a part of such Space Vehicle or Satellite whether partially or wholly completed nor to any expenses incurred incidental to or resulting from the replacement or repair of such Space Vehicle or Satellite and

(ii) any Space Vehicle or Satellite belonging to a third party whether partially or wholly completed after such Space Vehicle or Satellite has been delivered to a launch site, but this exclusion shall not apply if such Property Damage is caused by an Aircraft or an Aviation Product forming a part of such Aircraft.

(F) Property Damage to any Launch Vehicle or any Aviation Product forming a part of such Launch

Vehicle or to any expenses incurred incidental to or resulting from the replacement or repair of such Launch Vehicle, but this exclusion shall not apply if such Property Damage is caused by an Aircraft or an Aviation Product forming part of such Aircraft.

## **COVERAGE B - GROUNDING LIABILITY**

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for the loss of use of completed Aircraft, occurring after delivery to and acceptance by a purchaser or purchasers or operator or operators of such Aircraft for flight operations, and caused by a Grounding resulting from an Occurrence arising out of the Products Hazard.

### Exclusions Applicable to Coverage B

This Coverage B does not apply to:

- (A) loss of use of any Aircraft occurring during maintenance, routine overhaul or alteration, or whilst being modified for purposes other than those relating to Grounding.
- (B) loss of use of any Military Aircraft.
- (C) loss of use of any Space Vehicle, Satellite or Launch Vehicle.
- (D) any Aircraft after it is designated by the Prime Manufacturer or required by the direction of the Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority to be removed from all flight operations due to its certificate of airworthiness being withdrawn by reason of the Aircraft's safe operational life having been reached or exceeded.

### PAYMENT OF DEFENSE, SETTLEMENT EXPENSES AND COSTS

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage or loss of use even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
  - (i) Costs and expenses incurred in the DEFENSE of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section. However, the Insurers shall not be obligated to defend any suit or pay any costs, expenses and premiums incurred after the aggregate Limit of Liability under this Section has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurers.

Exclusions Applicable To Coverages A And B

This Section does not apply to:

- (A) legal liability arising from the handling or use of any Aviation Product Owned by or loaned to the Insured or, except with respect to Grounding coverage, whilst such Aviation Product is in the possession or under the control of the Insured.
- (B) Property Damage to property owned by, rented, leased, occupied or used by or in the care, custody or control of the Insured at the time of the Occurrence except with respect to a completed Aircraft temporarily returned to the Insured for modification or repair or whilst being flown by aircrew of the Insured after acceptance by a purchaser or lessee.
- (C) loss of use of any Aircraft:
  - (i) caused by the culpable failure of the Insured to perform any obligation with respect to making available or delivering an Aviation Product to the purchaser or operator of such Aircraft.
  - (ii) occurring during the period that the Insured does not use reasonable diligence to find and eliminate the cause of the loss of use.
- (D) legal liability for the cost or expense of the Insured for the inspection, repair, alteration, modification, replacement of or for work completed by or on behalf of the Insured to an Aviation Product or any property of which it forms part by reason of a defect or deficiency known or suspected to exist in an Aviation Product not actually involved in an Occurrence.
- (E) any liability for Property Damage to any property of any government which in the absence of this insurance is assumed by any government under any contract or agreement or otherwise, nor does the premium for this insurance contemplate such coverage.

Definitions

Wherever used in this Section the following terms apply:

(A) Aircraft

Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/hovercraft, lighter-than-air aircraft and helicopters.

(B) Aviation Product

Aviation Product means a completed Aircraft or Space Vehicle or Satellite and any article forming part thereof, or supplied for installation in, or for use in connection with, or for spare parts for, an Aircraft or Space Vehicle or Satellite including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft or Space Vehicle or Satellite.

(C) Bodily Injury

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

(D) Grounding

Grounding means the complete and continuous withdrawal from all flight operations at or about the same time of one or more Aircraft due to a mandatory order of the Civil Aviation Authority of the United Kingdom (CAA) or the Federal Aviation Administration of the United States of America (FAA), or any similar civil aviation authority, because of an existing, alleged or suspected like defect, fault or condition affecting the safe operation of two or more like Aircraft and which results from an Occurrence.

A Grounding shall be deemed to commence from the date on which the first such order becomes effective following an Occurrence during the Policy Period and to continue until the date on which the last such order relating to the same existing, alleged or suspected like defect, fault or condition is withdrawn or becomes ineffective.

Such Grounding shall be deemed to fall in the Policy Period of the Occurrence which exposed such defect, fault or condition.

(E) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(F) Launch Vehicle

Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.

(G) Military Aircraft

Military Aircraft means an Aircraft owned by or used by or in the possession of the armed services of any government provided that Aircraft leased or chartered to the armed services of any government shall be deemed not to be Military Aircraft.

(H) Missile

Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.

After the arrival of a Missile at a launching site, such Missile shall be deemed not to be Owned by, loaned to, in the possession or control of or in flight by the Insured.

When the Insured removes a Missile from a launching site or recovers a Missile, after completion of its flight, for the purpose of returning it to the Insured's premises other than a launching site, such Missile shall be deemed to be in the possession or control of the Insured until such Missile again arrives at a launching site or the Insured surrenders possession of such Missile to a person or organisation who is not an Insured under this Section.

(I) Occurrence

Occurrence means an accident or incident (other than a Grounding) or a continuous or repeated exposure to conditions occurring during the Policy Period which arises out of the Products Hazard and causes Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(J) Owned by

An Aviation Product to which the Insured has retained title under a conditional sales contract, lease contract, chattel mortgage or similar lien, shall be deemed not to be Owned by the Insured.

(K) Prime Manufacturer

Prime Manufacturer means any manufacturer which sells its Aviation Product directly to and/or enters into a contract of sale with an Aircraft purchaser.

(L) Products Hazard

Products Hazard means the handling or use of (other than by the Insured) or the existence of any condition in an Aviation Product provided, as regards Coverage A - Aviation Products Liability - such Aviation Product has ceased to be in the possession or under the control of the Insured; nevertheless it is understood and agreed that the indemnity provided by this Section shall not be invalidated when a completed Aircraft is temporarily returned to the Insured for modification or repair or whilst being flown by aircrew of the Insured after acceptance by a purchaser or lessee.

(M) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

(N) Space Vehicle or Satellite

Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.

(O) Turnover

Turnover means the sale price of the Aviation Product(s) delivered during the Policy Period.

Condition

Knowledge and Consent Clause

In the event that an Aviation Product, sold as such and declared within the Turnover of this Section, is used for non-aviation purposes without the actual knowledge and consent of the Insured, the coverage provided by this Section shall not be invalidated and shall remain in full force and effect for any such product.

**SECTION TWO WORKING PARTIES LIABILITY INSURANCE**

This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence arising in the course of any work or the performance of any duties carried out by or on behalf of the Insured in connection with the Insured's business or operations away from the Insured's premises in connection with any Aircraft Product including liability for Property Damage to such Aircraft Product.

**PAYMENT OF DEFENSE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
  - (i) Costs and expenses incurred in the DEFENSE of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

Exclusions

This Section does not apply to:

- (A) Property Damage to property in the care, custody and control of the Insured whilst on premises owned or occupied by the Insured.
- (B) Property Damage to property owned by, rented to or leased by the Insured.
- (C) Bodily Injury or Property Damage arising out 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.
- (D) the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- (E) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (F) liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.  
  
In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:
  - (i) if there is no such applicable law;
  - (ii) to the liability of the Insured to pay an amount which is excess of:
    - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
    - b) the limit of liability of the insurance policy effected by the Insured insuring such liability whichever is the greater.
- (G) Property Damage to any Space Vehicle or Satellite arising out of or in the course of any work thereon.
- (H) Property Damage to any Launch Vehicle arising out of or in the course of any work thereon.

Definitions

Wherever used in this Section the following terms apply:

(A) Aircraft

Aircraft means aircraft and shall be deemed to include Missiles, air cushion vehicles/hovercraft, lighter-than-air aircraft and helicopters.

(B) Aircraft Product

Aircraft Product means a completed Aircraft and any article forming part thereof, or supplied for installation in, or for use in connection with, or for spare parts for an Aircraft including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data or any article in respect of which engineering or other advice and services and labour have been given or supplied by the Insured in connection with an Aircraft.

(C) Bodily Injury

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

(D) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(E) Launch Vehicle

Launch Vehicle means any vehicle, including parts detached en route, designed, constructed or intended to place into space or into orbit any Space Vehicle or Satellite and shall include both manned and unmanned vehicles.

(F) Missile

Missile means any non-manned, self-propelled device (other than a Launch Vehicle) capable of free flight, whether self-controlled or not, and includes any ground support or control equipment used in connection therewith.

(G) Occurrence

Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(H) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

(I) Space Vehicle or Satellite



Space Vehicle or Satellite means a spacecraft or satellite including parts detached en route designed to travel to and/or from or into space or any orbit.

Conditions

(A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

(B) Reasonable Care

The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.

(C) Compliance

The Insured shall comply with all applicable international and government regulations and civil instructions.

**SECTION THREE AIRCRAFT THIRD PARTY AND PASSENGER LIABILITY INSURANCE**

This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence and arising out of the operation:

- (I) by the Insured of aircraft as detailed in the Schedule of Aircraft, Pilots and Purposes of Use.
- (II) of other aircraft which the Insured may charter or hire during the Policy Period; always provided that the Insured:
  - (i) Has no interest in the aircraft as owner in whole or in part.
  - (ii) Exercises no part in the servicing or maintenance of the aircraft.
  - (iii) Declares to Insurers for their agreement details of such charter/hire prior to operation.

**PAYMENT OF DEFENSE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:

- (i) Costs and expenses incurred in the DEFENSE of any such suit;
- (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
- (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

Exclusions

This Section does not apply:

- (A) to Property Damage to property owned by, rented to or leased by the Insured.
- (B) whilst the aircraft is being used with the knowledge and consent of the Insured for any illegal purpose or whilst any aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use is used for any purpose other than that stated therein.
- (C) whilst an aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use is being piloted by any person other than as stated therein. However this exclusion shall be deemed not to apply to the taxiing of aircraft by an authorized engineer other than for the purpose of flight.
- (D) whilst the total number of passengers being carried in an aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use exceeds the maximum seating capacity of the aircraft, as stated therein.
- (E) whilst the total number of passengers being carried in an aircraft chartered or hired by the Insured and to which clause (II) of this section applies exceeds any maximum seating capacity agreed by Insurers at the time the charter/hire of such aircraft is declared to Insurers in compliance with clause (II) (iii) of this Section.
- (F) to any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.
- (G) in respect of aircraft chartered or hired by the Insured and to which clause (II) of this Section applies:
  - (a) to liability arising out of any product manufactured, sold, handled or distributed by the Insured
  - (b) to liability for Property Damage to the aircraft

- (c) when the aircraft is used by the Insured for hire and reward.
- (d) to any liability arising out of the financial default, liquidation or insolvency of the operator's insurers.

### Definitions

Wherever used in this Section the following terms apply:

(A) Bodily Injury

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

(B) Flight

Flight means the time commencing with the actual take-off run of the aircraft and continuing thereafter until it has completed its landing run. With respect to helicopters Flight shall be deemed to mean whilst the rotors are in motion.

(C) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof and any aircrew member while acting within the scope of their duties as such.

Notwithstanding the foregoing any aircrew member of an aircraft wet leased to the Insured shall be deemed not to be an Insured.

(D) Occurrence

Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(E) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.

### Conditions

(A) Cancellation

This Section will terminate automatically in the event the Aviation Products and Grounding Liability Insurance, to which this Section is attached, is cancelled or terminated.

(B) Two or More Aircraft

When two or more aircraft are insured under this Section the terms hereof apply separately to each.

(C) Compliance with Air Navigation and Airworthiness Orders (applicable to aircraft listed in the Schedule of Aircraft, Pilots and Purposes of Use or operated by the Insured)

The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the aircraft and shall ensure that

- (a) the aircraft is airworthy at the commencement of each Flight
- (b) all log books and other records in connection with the aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their agents on request
- (c) the employees and agents of the Insured comply with such orders and requirements.

#### **SECTION FOUR AIRPORT LIABILITY INSURANCE**

This insurance is only in place when an amount is inserted against the appropriate Limit of Liability in the Schedule.

To pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as damages for Bodily Injury or Property Damage caused by an Occurrence in or about the airport(s) detailed in the Schedule and arising as a direct result of the services granted by the Insured, caused by the fault or negligence of the Insured or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business as airport owners or operators.

#### **PAYMENT OF DEFENSE, SETTLEMENT EXPENSES AND COSTS**

With respect to the insurance afforded under this Section the Insurers will:

- (A) Defend any suit against the Insured alleging Bodily Injury or Property Damage even if such suit is groundless, false or fraudulent, but the Insurers may make such investigation, negotiation and settlement of any claim or suit as they deem expedient.
- (B) Pay the following:
  - (i) Costs and expenses incurred in the DEFENSE of any such suit;
  - (ii) Premiums on bonds to release attachments for an amount not in excess of the Limit of Liability of this Section and premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish any such bonds;
  - (iii) Costs recoverable against the Insured and interest accruing after entry of judgment until the Insurers have paid, tendered or deposited in court such part of such judgment as does not exceed the applicable limit of the Insurers' liability. In the event that the amount of the judgment exceeds the applicable limit of the Insurers' liability, the Insurers shall only be liable to pay for that proportion of the said costs and interest which the applicable limit of Insurers' liability bears to the amount of such judgment.

The amounts incurred with the consent of the Insurers hereunder are payable by the Insurers in addition to the applicable Limit of Liability of this Section.

Exclusions

This Section does not apply to:

- (A) Property Damage to property owned by, rented to, leased or occupied by, whilst being handled, serviced or maintained by the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the airport(s) specified in the Schedule.
- (B) 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.
- (C) liability for which compulsory insurance or security is required by any applicable law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle upon the public highway.  
  
In respect of any such liability arising from an Occurrence within the confines of an airport or airfield this exclusion does not apply:
  - (i) if there is no such applicable law;
  - (ii) to the liability of the Insured to pay an amount which is excess of:
    - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
    - b) the limit of liability of the insurance policy effected by the Insured insuring such liability whichever is the greater.
- (D) Bodily Injury or Property Damage arising out of any airmeet, air race or air show or any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurers.
- (E) Bodily Injury or Property Damage arising out of the construction of, demolition of or alterations to buildings, runways or installations by the Insured or their contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Insurers.
- (F) Bodily Injury or Property Damage arising out 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, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food and drink at the airport(s) specified in the Schedule.
- (G) any obligation for which the Insured or their Insurer may be held liable under any Employers' Liability or Workers' Compensation law, unemployment compensation or disability benefits law, or under any similar law, or to Bodily Injury of any employee of the Insured arising out of and in the course of the employee's employment by the Insured.

(H) liability arising out of the operation of an airfield control tower unless previously agreed by the Insurers.

(I) the cost of making good any faulty workmanship for which the Insured, their contractors or sub-contractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

Definitions

Wherever used in this Section the following terms apply:

(A) Bodily Injury

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

(B) Insured

Insured means the Insured named herein and includes any executive officer, employee, partner, director or shareholder thereof while acting within the scope of their duties as such.

(C) Occurrence

Occurrence means an accident or incident or a continuous or repeated exposure to conditions occurring during the Policy Period which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of the Insured. All damages arising out of exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.

(D) Property Damage

Property Damage means physical loss of or damage to or destruction of tangible property, including the loss of use of such property.