

Friday, March 15, 2019

DECLARATION OF INSURANCE
(AUSTRALIAN DOMESTIC CARRIER – OVERSEAS INSURER)

This is to certify that:

INSURER: Certain Underwriters at Lloyds being:
Syndicate 2003 – XL Catlin Underwriting Agencies Limited
Syndicate 4472 – Liberty Specialty Markets

CARRIER: Outback Ballooning Pty Ltd
ARN: 419915
ACN: 071 336 224
POLICY NUMBER: D1939046 (the “Policy”)

In this declaration, “Personal Injury Liability” in relation to the Carrier means liability under the Commonwealth Civil Aviation (Carriers’ Liability) Act 1959 (or similar State legislation) in respect of death of, or bodily injury, sickness, disease, fright, shock or mental anguish suffered by, passengers carried by air by the Carrier.

The Insurer declares that:

1. The Insurer is permitted or authorised under law of the United Kingdom to carry on insurance business in compliance with the prescribed requirements specified in Part IVA of the Civil Aviation (Carriers’ Liability) Act 1959 and the Civil Aviation (Carriers Liability) Regulations 1991.
2. The Insurer has issued a Policy to the Carrier.
3. The Policy commenced on 31st March 2019 and will expire 31st March 2020 at 4pm local time
4. The Carrier has a right of indemnity under the Policy (subject to the terms and conditions of the policy) against Personal Injury arising from the operation by the Carrier of the following classes of aircraft (and only these classes of aircraft):

Balloon Class 1
Balloon Class 2

as these above classes are defined in CAR 5.01 at of the date of this declaration

5. The Carrier’s right of indemnity under the Policy in respect of Personal Injury Liability is:
 - (a) For an amount not less than AUS\$725,000 per passenger carried, or to be carried, by air by the Carrier;
 - (b) Not affected by any breach of safety-related equipment imposed by or under any Australian Act of Parliament or by the Australian Civil Aviation Safety Authority; and
 - (c) Not contingent upon the final condition or insolvency of the Carrier or upon the Carrier not being or not becoming bankrupt or not beginning to be or not being wound up; and

- (d) Limited under the following clauses as permitted by paragraph 9 (2) (aa) 'Nuclear Risks Exclusion Clause' (AVN 38B)
9 (2) (b) 'Noise and Pollution and Other Perils Exclusion Clause' (AVN 46B)
9 (2) (c) 'War, Hijacking and other Perils Exclusion Clause (Aviation)' (AVN 48B) of the Civil Aviation (Carrier's Liability Regulations).

6. Each of the types of aircraft listed in Paragraph 4 of this declaration is endorsed on the Policy.
7. The Insurer will give notice to the Civil Aviation Safety Authority within three business days of the occurrence of any of the following events
- lapsing of the Policy,
 - expiration of the Policy,
 - cancellation of the Policy, or
 - alteration of the Policy
- so that it no longer satisfies a prescribed requirement.

SIGNED:

A handwritten signature in black ink, appearing to read 'Wayne G. Cottier', is written over a light blue rectangular background.

Wayne G. Cottier NIBA (Assoc) ANZIIF (Assoc) CIP
AVIATION RISK AND INSURANCE PTY LTD (ARI)
ACN: 606105499 ABN: 26606105499 ARN: 398045
Authorised Representative of:
InterRISK Australia Pty Ltd AFSL No: 255080