

Insurance | Risk Management | Consulting

## CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS MERELY EVIDENCE THAT INSURANCE COVER IS IN FORCE AT THE TIME OF ISSUANCE AND SHALL NOT BE DEEMED TO BE A COVER NOTE SETTING OUT ALL THE TERMS, CONDITIONS, WARRANTIES, LIMITATIONS AND EXCLUSIONS OF THE POLICIES

TO WHOM IT MAY CONCERN

# IT IS HEREBY CERTIFIED THAT:

Oriens Aviation Limited and/or Skycare Repatriation Ltd and/or Oriens Flight Operations Ltd and/or Close Brothers are insured in respect of the aircraft as per schedule for the period as stated hereunder for flights over the following territories: Worldwide subject to LSW617H (amended) as attached. Also excluding Russia, Ukraine, Crimea and Belarus without provision for any overflight, but in respect of Hull War, also excluding Lebanon and Israel

RISKS INSURED: "All Risks" of physical loss of or damage to Aircraft as per Schedule.

Deductible - Excluding any form of total loss USD25,000 each and every loss.

Hull War etc. Risks – in accordance with "LSW555D". The insurance afforded by this Policy is extended to include the overflying of any territories which are excluded subject to all necessary permits being obtained prior to flight.

Date: 20th December 2024

Legal Liability to third parties and passengers resulting from damage to property or bodily injury to persons in respect of the Aircraft as per Schedule, and as provided herein.

Combined Single Limit for legal liability to third parties and passengers (including baggage and personal articles) Bodily Injury and Damage to Property

USD25,000,000 each Aircraft each occurrence.

AVN 52E – Extended Coverage Endorsement (Aviation Liabilities) USD25,000,000 any one occurrence and in the annual aggregate.

The amounts of insurance stated herein are in accordance with the minimum insurance cover requirements of Articles 6 and 7 of Regulation (EC) No 785/2004 based on:

- (a) The rates of exchange applicable to Special Drawing Rights at inception of the insurances;
- (b) Third Party War, terrorism and allied perils being insured on an aggregate basis as above, as permissible in accordance with Article 7.1 of EC Regulation 785/2004;

(c) It being understood that such aggregate limits may be reduced or exhausted during the policy period by virtue of claims made against aircraft or other operational interest covered by the insurances.

<u>PERIOD</u>: From 23<sup>rd</sup> December 2024 to 28th February 2025 both days inclusive local standard

time at the Insured's address as held on file by Arthur J Gallagher (UK) Limited.

<u>PILOTS:</u> As per Oriens Flight Operation Limited AOC Standard Operations Procedures plus

Pilots with:;

A) CPL and/or ATPL/IR subject to a minimum of 1,000 hours fixed wing total time including 250 hours fixed wing turbine time and Pilatus PC12 class rating including 10 hours flight training.

B) PPL/IR subject to a minimum of 1,500 hours fixed wing total time including 500 hours fixed wing turbine time and Pilatus PC12 class rating including 10 hours flight training.

<u>USES</u>: Ground Risks Only but reverting to Air Ambulance and Commercial AOC Operations when increased to full flight risks (at date to be agreed)

## SCHEDULE OF AIRCRAFT

Aircraft Type	Registration	Agreed Value	Maximum Number of Passenger Seats
Pilatus PC12-NGX	HB-FRK (SN 2437)*	USD6,630,000	9

<sup>\*</sup>To be reregistered to G-MEDY

POLICY NUMBER: A240599.

# COVERAGE IS AT ALL TIMES SUBJECT TO THE POLICY COVERAGE TERMS CONDITIONS LIMITATIONS AND EXCLUSIONS

# **AUTHORISED SIGNATORY**

This certificate is issued for illustrative purposes only and does not amend, extend, or alter the coverage afforded by the Policy (ies) in any way.

(RE)INSURERS LIABILITY CLAUSE (LMA3333 21 June 2007)

E&OE

# TOKIO MARINE KILN - GEOGRAPHIC AREAS EXCLUSION CLAUSE (09/07/15) LSW617H

- 1. Notwithstanding any provisions to the contrary and subject to clauses *paragraphs* 2. and 3. below, this <del>Policy</del> Certificate excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:
  - (a) Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
  - (b) Colombia, Peru.
  - (c) Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
  - (d) Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
  - (e) Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
  - (f) Any country **or region** where the operation of the insured Aircraft is in breach of United Nations sanctions.
- 2. However coverage pursuant to this Policy is granted:
  - (a) 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
  - (b) 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.
- 3. Any excluded country *or region* may be covered by underwriters *Insurers* at terms to be agreed by the Slip Leader only *Insurers* prior to flight.

09/07/15

LSW617H (amended)

#### **MOD Waiver**

## **CIVIL USE OF MOD AIRFIELDS ENDORSEMENT**

It is noted that the Insured(s) may wish to use, for civil aircraft purposes, Ministry of Defence (MOD) airfields and be required to enter into an agreement with the Crown incorporating certain conditions for the civil (flying) use of such airfields and to afford an indemnity to the Crown in the Form of INDEM3.81/Form4a.

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay and shall pay to the Crown under such an agreement as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and damage to property arising from an occurrence caused by any Aircraft insured under the Policy or by any person or object falling therefrom.

The limit applicable to this Endorsement is GBP7,500,000 any one Accident and such limit shall not be in addition to nor in excess of any other limit of liability provided in the Policy.

Additional Premium - Included:

Unless the Policy otherwise provides, the following exclusions shall apply:-

- (a) Nuclear Risks Exclusion Clause AVN 38B;
- (b) War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN 48B:
- (c) Noise and Pollution and Other Perils Exclusion Clause AVN 46B;
- (d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN 72; and
- (e) Date Recognition Exclusion Clause AVN 2000A.

If Insurers are called upon to provide coverage to the Insured in compliance with INDEM3.81/Form4a including the defence and legal costs associated therewith and if by reason of the terms conditions limitations and exclusions of the Policy such coverage would not have been provided except for this Endorsement then the Insured will reimburse Insurers for such payments made in providing coverage under INDEM3.81/Form4a.

Nothing in this Endorsement shall restrict the coverages otherwise provided under the Policy.

AVN 95 30.4.02

#### SANCTIONS AND EMBARGO CLAUSE

Notwithstanding anything to the contrary in the Policy the following shall apply:

- 1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.
- 2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
- 3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN 111 01.10.10