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## **SUMMARY OF BPA MEMBERS' THIRD PARTY LEGAL LIABILITY INSURANCE**

**The following is a brief description of the third party legal liability insurance provided under Policy No MU07AN81 in respect of individual members of the British Parachute Association (BPA). It is important to note that cover in respect of members forms only part of wider insurance provided under the Policy.**

### **1. Coverage**

The Insurers shall indemnify any member of the BPA including honorary members (but NOT members of non BPA Affiliated Clubs) for all sums which they shall become legally liable to pay as compensatory damages in respect of bodily injury (fatal or otherwise) and damage to property caused by an occurrence during the Period of Insurance as a result of sport parachuting and training all within the rules and regulations of the British Parachute Association or the official Regulatory Authority of the applicable country. Note coverage for Non United Kingdom residents and/or Citizens performing parachuting activities outside The United Kingdom applies only at BPA Affiliated Clubs and Centres or as part of a BPA Registered Display Team.

### **2. Period of Insurance**

From 1 April 2007 to 31 March 2008 both days inclusive.

### **3. Geographical Limits**

World-wide excluding United States of America.

### **4. Exclusions**

- i) The Insurers shall not be liable for damage:
- (a) Loss of or damage to any property belonging to or in the care, custody or control of any member of the BPA;
  - (b) Bodily Injury (fatal or otherwise) or property damage arising out of any activities not directly connected with the BPA's activities;
  - (c) Bodily injury (fatal or otherwise) or damage to property sustained by any member of the flight, cabin or other crew whilst engaged in the operation of an aircraft or by any passenger of an aircraft;
  - (d) Bodily injury (fatal or otherwise) or damage to property sustained by any parachutist whilst such parachutist is entering into, or alighting from, an aircraft on the ground or whilst such parachutist is on board an aircraft. This exclusion applies only if such coverage is provided under any other insurance or insurances. The Policy will, however, pay any excess beyond the amount which would have been payable under such other insurance or insurance's had the Policy not been effected.
  - (e) Bodily Injury (fatal or otherwise) or damage to property arising from an accident to the aircraft.
  - (f) Any claim whatsoever arising out of any third party / bodily injury / property damage involving a provisional student member or temporary member of the British Parachute Association unless all such members at such club or centre are insured under the Policy.
  - (g) Liability to and of any "on duty" MOD Employee whilst participating in any parachuting activity.

Notwithstanding the above coverage remains in force where a non-MOD named Insured hereunder incurs liability for bodily injury to an MOD Employee.

- (h) Coverage excludes any liability to and of arising out of any activity relating to Wind tunnels.

- ii) This Policy does not apply:

- (a) For any illegal purposes;
- (b) Outside the Geographical Limits stated above unless due to force majeure;
- (c) To liability assumed or rights waived by any Insured stated under the Policy under any agreement except to the extent that such liability would have attached to the member of the BPA in the absence of such agreement;

- (d) To claims which are payable under any other insurances except in respect of any excess beyond the amount which would have been payable under such other insurance or insurances had the Policy not been effected;
- (e) To Nuclear Risks as fully defined in the Policy;
- (f) To War, Hi-jacking and Other Perils as fully defined in the Policy;
- (g) To Noise and Pollution and Other Perils as fully defined in the Policy;
- (h) To any consequential loss or damage or liability directly or indirectly caused following on from impact by parachutists with powerlines;
- (i) To cover excluded by the Date Recognition Exclusion Clause AVN2000A or Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72 as fully defined in the Policy.
- (j) To liability for bodily injury or loss sustained by any person, who at the time of sustaining such injury or loss is engaged in the service of the Insured or acting on their behalf, or liability for which the Insured or their insurers may be held liable under any Employers Liability, Worker's Compensation, Unemployment Compensation or Disability Benefits Law or any similar law.
- (k) To any non BPA Affiliated entity or to any person acting on behalf of a non BPA Affiliated entity.

## 5. Conditions

The Policy contains conditions regarding due observance and fulfilment etc. of the Policy terms, conditions and endorsements, due diligence, Compliance with CAA Orders, Claims Procedure, Subrogation, Variation in Risk, Cancellation, Assignment, Not Marine Insurance, Not Employer's Liability Insurance, Not Worker's Compensation Act Insurance, Not insurance appertaining to any similar law, Arbitration, Limits of Indemnity and False and Fraudulent Claims. These are fully detailed in the Policy.

## 6. Extensions

- i) The Policy shall be construed as if a separate Policy had been issued to each party stated in the Schedule of the Policy and the Policy shall include legal liability of individual member(s) of the BPA to other individual member(s) of the BPA.
- ii) The Insurers agree to waive all rights of subrogation which they may have or acquire against any party insured as stated in the Policy arising out of an occurrence in respect of which any claim is made hereunder.
- iii) In addition to the Limits of Insurer's Liability stated in the Schedule of the Policy, the Insurers will pay all legal and other costs incurred with their consent in the defence of any claim made against any member of the BPA for compensatory damages covered by the Policy, but should the amount paid or awarded in settlement of such claim exceed the limit of indemnity of the Policy then the liability of Insurers in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the limit of indemnity bears to the amount paid for compensatory damages.
- iv) The Policy is extended to indemnify any member of the BPA in respect of their liability for accidental bodily injury to any person and/or accidental loss of or damage to property arising out of the movement of any vehicle (not authorised by the driver or owner) in the interest of safety or to prevent a loss on the premises of the Insured stated in the Policy, provided that there shall be no cover hereunder for liability:
  - (a) compulsorily insurable under any Road Traffic Act;
  - (b) which is insured, or would, but for the existence of the Policy be insured under any other insurance or insurances.
- v) Coverage for Non United Kingdom residents and /or Citizens performing activities outside the United Kingdom applies only at BPA Affiliated Clubs and Centers or as part of a BPA Registered Display team

## 7. Definitions

Wherever the words 'the Policy' appear above or below they shall mean Policy No MU07AN81 issued to the British Parachute Association Limited (BPA) and others and insured by St. Pauls. Syndicate 5000 Definitions for Flight, Accident and Occurrence are as set forth in the Policy. We draw your attention to the fact that whilst individual members of the BPA are covered by Policy No. MU07AN81 there are other parties also insured under the Policy and Insurers total liability in respect of all parties either separately or combined shall not exceed £2,000,000 for any one accident/occurrence. But limited to £100,000 any one accident /occurrence when at an overseas non affiliated drop zone, the limit for overseas affiliated drop zones to remain at £2,000,000 any one accident /occurrence.