

Customer information according to the Swiss Law on Insurance Contracts (VVG)

General Conditions (GC) Aircraft Insurance

Contents		2	4	
		Third party liability insurance (insurance for the liability claims of third parties outside the insured aircraft)	Aircraft Hull insurance	12
Customer information according to the Swiss Law on Insurance Contracts (VVG)	2	2.1 Insurance Cover	4.1 Scope of insurance	12
		2.2 Insured persons	4.2 Insurance Cover	12
		2.3 Indemnification	4.3 Indemnification	12
General Conditions of Insurance (GCI)	5	2.4 Deductible	4.4 Duties in the event of a claim	13
		2.5 Exclusions	4.5 Extension for powered aircraft	13
			4.6 Exclusions	13
			4.7 Deductible	14
			4.8 No-claims bonus (NCB)	14
1		3	5	
Common conditions for all coverages	5	Combined single limit cover (third party and passenger liability)	Occupant accident insurance	14
1.1 Components of the insurance agreement	5	3.1 Insurance Cover	5.1 Insurance Cover	14
1.2 Insurance coverages	5	3.2 Insured persons	5.2 Insured persons	14
1.3 Inception and policy period	5	3.3 Indemnification	5.3 Indemnification	14
1.4 Scope of Coverage	5	3.4 Compensation of third party claims	5.4 Exclusions	16
1.5 Duty to declare changes of risk	6	3.5 Compensation of passenger claims	5.5 Extension of Cover	16
1.6 Premium payment and refund	6	3.6 Contribution towards liability claims		
1.7 Suspension	6	3.7 Deductible		
1.8 Change of owner or operator	6	3.8 Passenger tickets		
1.9 Change in premium rates	7	3.9 Exclusions		
1.10 Insured event/Claims procedure	7			
1.11 Termination after a loss	7			
1.12 Breach of obligations	7			
1.13 Recovery of excess indemnification	7			
1.14 Jurisdiction and applicable law	7			
1.15 Brokerage	8			
1.16 Special provision of aviation law in respect of liability coverage	8			
1.17 Definitions	8			

Customer information according to the Swiss Law on Insurance Contracts (VVG)

Edition 04

The following customer information shows a clear and summarized overview of the identity of the insurer and the material content of the insurance contract (Art. 3 of the Federal Law on Insurance Contracts, VVG). The rights and obligations of the contracting parties arise from the proposal / offer, the policy itself, the contractual conditions and the applicable laws, especially the VVG. After acceptance of the proposal / offer the Policyholder will be issued with a policy, the contents of which will reflect the proposal / offer.

Who is the insurer?

The insurer is Zurich Insurance Company Ltd, hereinafter referred to as Zurich, with registered office at Mythenquai 2, 8002 Zurich. Zurich is a public limited company under Swiss law.

Which risks are insured and what is the scope of the insurance cover?

The insured risks and the scope of the insurance cover are determined by the proposal / offer or the policy and by the contractual conditions.

What is the premium amount?

The premium amount depends on the respective insured risks and the designated level of cover. A fee may be charged for payment in instalments. All information on the premium and any applicable fees are included in the proposal / offer or in the policy itself.

Under what circumstances is the premium refunded?

If the premium has been paid in advance for a specific period of insurance and the contract is cancelled before the end of the period, Zurich will refund the premium in respect of the unexpired period of insurance.

The premium remains payable in full to Zurich if:

- the insurance benefit was provided on the basis of the cessation of risk;
- the insurance benefit was provided for a partial loss and the Policyholder cancels the contract during the year after the contract was concluded.

Which other obligations does the policyholder have?

- **Changes in risk:** If an important fact changes during the term of the policy, resulting in a material increase in risk, it must be notified to Zurich in writing without delay.
- **Ascertainment of the facts:** The Policyholder must provide assistance for investigations relating to the insurance contract, e.g. breaches of the duty of disclosure, increases in risk, checking benefits, etc. and provide Zurich with all pertinent information and documentation or obtain such information from third parties for submission to Zurich, and authorize third parties in writing to issue the appropriate information, documentation, etc. to Zurich. Zurich is also entitled to carry out its own investigations.
- **Insured event:** The insured event must be reported to Zurich without delay.

This list only contains the most common obligations. The contractual conditions and the VVG contain further obligations.

When does the insurance cover begin?

The insurance cover begins on the day stated in the proposal / offer or in the policy itself. If an insurance certificate or temporary cover note have been issued, Zurich will provide the insurance cover described in the guaranteed written temporary cover note in accordance with applicable law until the issuance of the policy.

When does the insurance cover end?

The Policyholder can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by Zurich at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, at the latest 14 days after notification that Zurich has paid;
- if Zurich changes the premium. In this case the notice of termination must reach Zurich no later than the last day of the insurance year;
- if Zurich breaches the statutory information obligations pursuant to Art. 3 VVG. The right of termination lapses four weeks after the insured has received notification of this breach, but at the latest one year after the breach.

Zurich can terminate the contract by giving notice:

- at the latest three months before the end of the contract or, if agreed, three months before the end of the insurance year. The termination shall be deemed valid if it is received by the Policyholder at the latest on the last day before commencement of the three-month period. If the contract is not terminated, it shall be automatically extended for one year at a time. Fixed-term contracts with no renewal clause end on the day specified in the proposal / offer or policy;
- after every insured event for which a claim is payable, on condition that notice of termination is given at the latest at the same time as payment is made;
- if material risk factors have been concealed or falsely communicated (breach of the duty of disclosure).

Zurich can cancel the contract:

- if the Policyholder is late in paying the premium, has received a reminder and Zurich does not call it in;
- if the Policyholder does not fulfil his/her obligation to assist with the ascertainment of the facts. Zurich is entitled to cancel the insurance contract retrospectively within two weeks after the expiry of a four-week time extension agreed in writing;
- in the event of insurance fraud.

This list only contains the most common possible reasons for termination. The contractual conditions and the VVG contain other possible reasons.

How does Zurich handle data?

Zurich processes data disclosed on the policy documentation or during the course of issuing the policy, and uses them mainly for the purpose of setting premiums, providing information on risk, processing claims, making statistical evaluations and marketing purposes. The data are stored in hard copy form or electronically. Zurich shall be entitled to transfer any data that may be required for processing purposes to any third parties in Switzerland or abroad who are involved in issuing the policy, including but not limited to coinsurance and reinsurance companies, and to subsidiaries of Zurich Insurance Group Ltd located within or outside Switzerland.

Zurich shall also be entitled to procure pertinent information from government offices and third parties, in particular information with respect to events leading up to the loss or damage. This consent shall be valid regardless of whether the contract is concluded. The Policyholder has the right to request that Zurich provide information envisaged under legislation in respect of the processing of data pertaining to him/her.

General Conditions (GC) Aircraft Insurance

Edition 01/2009

The original German wordings «Luftfahrzeug Allgemeine Versicherungsbedingungen (AVB)» governs the legal interpretation of your policy.

If you require help or advice quickly, our freephone number 0800 80 80 80 is available to you around the clock. If you are phoning from abroad, dial the relevant international network access code, then 41 (for Switzerland) followed by the number 44 628 98 98.

The masculine forms of personal pronouns and adjectives used in this document to enhance readability shall always be understood to stand for the corresponding feminine forms.

The wording of the German original shall take precedence.

To ensure optimum service, we record all customer service centre calls.

1 Common conditions for all coverages

1.1 Components of the insurance agreement

The insurance agreement comprises the following:

- a) the insurance policy/contract;
- b) the General Conditions (GC); below;
- c) any appended Special Conditions (SC);
- d) Swiss Insurance Contracts Act (VVG);
- e) the applicant's or policyholder's written declarations and submissions.

1.2 Insurance coverages

1.2.1

The insurance agreement encompasses one or more of the following:

- third party liability cover (liability claims of third parties not in the insured aircraft);
- combined single limit cover (third party liability as above and passenger liability);
- aircraft hull coverage;
- occupant accident coverage.

1.2.2

The individual coverages and their respective premium are specified in the policy.

1.3 Inception and policy period

1.3.1

Third Party liability insurance cover begins on the dated specified in the insurance certificate; insurance cover for other risks begins on the dated specified in the policy or the written cover note, as may be applicable.

1.3.2

Until the policy is issued, Zurich may reject the insurance proposal in writing, notwithstanding any insurance certificate or cover note. If Zurich rejects the proposal, cover will lapse 3 days after receipt of notice by the policy holder (subject to special regulations imposed by aviation law). The premium is then due pro rata temporis, i.e. proportionally for the period of time the cover was in effect.

1.3.3

This insurance is concluded for the period specified in the policy. Unless otherwise stipulated in the policy, the insurance renews automatically for a period of 1 year unless terminated in writing by a party to the agreement with at least 3 months' notice. The termination shall be deemed valid if it is received by a party at the latest on the last day before commencement of the three-month period.

1.3.4

The insurance will end when the insured aircraft is deleted from the Swiss Aircraft Register.

1.4 Scope of Coverage

1.4.1

Geographical scope and trigger

Unless otherwise stipulated in the policy, the insurance cover applies worldwide for all claims and losses occurring during the period of insurance.

1.4.2

Coverage limitations

Excepting third party liability coverage, the insurance is valid only:

- If the insured aircraft is piloted by one of the persons listed in the policy;
- on test, demonstration or ferry flights, if the insured aircraft is piloted by pilots of an aircraft repairer, aircraft maintenance or trading company;
- on certification or test flights, if the insured aircraft is piloted by pilots of Switzerland's Federal Office for Civil Aviation (FOCA) or of a corresponding foreign supervisory or statutory authority.

1.4.3

Use

The insurance covers the use declared in the application and specified in the policy. If the insured aircraft, contrary to any the declaration in the application, is placed at the disposal of a club or used in club operations, all coverage with exception of third party liability is void.

1.5

Duty to declare changes of risk

1.5.1

If information specified in the policy is no longer accurate, the policyholder is obligated to notify Zurich immediately. Any change of a circumstance that is material for the assessment of the risk as defined by both parties in concluding the insurance contract must be immediately notified to Zurich in writing. If the policyholder fails to give notice of risk aggravation, Zurich shall no longer be bound by the insurance contract. Such material circumstances include, but are not limited to:

- modified use,
- aircraft replacement,
- changes of the pilots using the aircraft or modifications of their licences,
- modification of the insurance values,
- modifications of restrictions imposed by the FOCA or by a foreign supervisory or statutory authority.

This list is not exhaustive.

1.5.2

Provided that the policyholder complies with the duty to declare changes, the aggravation of the risk is covered. Zurich may however terminate the insurance contract with 2 weeks' notice within 14 days of receipt of such notice. Any additional premium is due from the date on which the risk increased. If the risk is reduced, Zurich shall reduce the premium correspondingly.

1.6

Premium payment and refund

1.6.1

The premiums are due on the dated specified in the policy or on the premium invoice.

1.6.2

If the policyholder has paid the premium for a certain period in advance and the insurance contract is terminated for any reason before the end of this period, Zurich shall refund the premium for the term of insurance not elapsed and will not claim any further instalments still due.

This regulation does not apply in the following cases:

- if the policyholder terminates the insurance after a partial loss during the first 12 months of insurance cover;
- if the aircraft is a totally lost.

1.6.3

Zurich reserves the right to set off due or non-deferred premiums against sums payable under this insurance cover.

1.6.4

Zurich may require a surcharge for the payment of premiums in instalments.

1.7

Suspension

1.7.1

If the policyholder wishes to limit cover to the ground risk by suspending cover of the flight risk, he must notify the Zurich in advance. If the certificate of airworthiness is deposited at FOCA for 30 or more consecutive days, the following shall apply:

- the third party liability cover is valid on the ground, including stationary engine runs. Not insured are events in connection with a flight (including preparatory and concluding work) as well as events occurring on a runway in use;
- hull insurance applies only within the scope of ground risk hull insurance;
- the passenger liability and occupant accident covers are suspended.

1.7.2

If the insurance is restored in full, 60% of the annual premium for all covers is to be refunded pro rata temporis for the term of suspension.

1.7.3

If the suspension is the consequence of an insured loss, Zurich does not grant any premium refund.

1.7.4

These present provisions on suspension do not apply to aircraft over 2700 kg take-off weight helicopters, jets, turbo-props, hang gliders (deltas/paragliders), ultralight aircraft, parachutes and model aircraft.

1.8

Change of owner or operator

1.8.1

Zurich shall be notified without delay of any change of holder or operator.

1.8.2

If the insured aircraft changes owner or operator, all rights and obligations relating to **third party liability or combined single limit** shall be transferred to the new owner or operator unless the latter rejects the cover transfer in writing within the 14 days from the change of ownership or operator. The remaining covers will lapse unless their continuation has been expressly agreed upon. However, all coverages shall lapse automatically if the new certificate of airworthiness is issued on the basis of a different insurance contract.

1.8.3

If the new owner or operator knows of the existence of the insurance only after expiry of this period, the insurance may be terminated within 14 days from the date of such knowledge, but no later than 14 days after the due date of the next annual premium or premium part. The insurance contract lapses automatically on receipt of notification by the Zurich. The premium is due pro rata temporis up to this date.

1.8.4

If the new owner or operator rejects the insurance within the 14-day period after the change of ownership or operator, the policy is not transferred (subject to special regulations imposed by aviation law).

1.8.5

Zurich is entitled to cancel the terminate the insurance within 14 days of receiving notice of the change of owner or operator. The insurance cover will expire 4 weeks after receipt of the termination notice by the new owner or operator.

The premium part for the unexpired term of insurance shall be refunded to the new owner or operator.

1.9

Change in premium rates

1.9.1

If the tariff or deductibles change during the policy period, Zurich may request adjustment of the contract from the following insurance year. Zurich must inform the policyholder of any such change **no less than 30 days before the end of the policy year.**

1.9.2

The policyholder shall be entitled either to terminate the entire insurance agreement or only the individual coverages affected by the change within 30 days following receipt of such notice. The termination shall become effective on the date the premium increase would take effect. To be valid, such cancellation must reach Zurich no later than the day preceding the premium increase.

1.9.3

If the policyholder does not cancel the insurance within the stipulated period, this will be understood as acceptance of the contract adjustment.

1.10

Insured event/Claims procedure

1.10.1

Duty to notify

The policyholder must notify Zurich without delay of any event whose consequences will presumably affect the

insurance, but at the latest upon a claim being raised against the policyholder.

1.10.2

Liability insurance

Zurich will conduct negotiations with the injured party in its name or as a representative of the policyholder. The policyholder or other insured person may not acknowledge any claim by, nor make any payments to, the injured party. If civil proceedings ensue, their conduct shall be left to Zurich. Any claims settlement agreed by Zurich is binding upon the insured person.

1.10.3

Aircraft hull insurance

Orders for repair work may only be issued with the consent of Zurich after previous presentation of a cost estimate.

In urgent cases, repairs may be undertaken without Zurich's previous consent, provided they are not expected to exceed the sum of CHF 3000.–.

1.10.4

Occupant accident insurance

In the event of an accident, medical treatment shall be obtained as soon as possible. The attending physician shall be relieved of professional confidentiality regarding Zurich. On request, every insured person will be obliged to undergo a medical examination by a physician designated by Zurich.

In the event of a fatality, the surviving beneficiaries shall agree to an autopsy in cases where the cause of death could be other than the insured accident.

1.11

Termination after a loss

1.11.1

After any loss event for which Zurich pays compensation, the insurance as a whole or the affected part may be terminated, either

- by the policyholder within 14 days of knowledge of the payment;
- by Zurich, no later than the date of payment.

1.11.2

If the policyholder terminates, coverage ends on receipt of the notice of termination by Zurich.

1.11.3

If Zurich terminates, insurance coverage ends 14 days after receipt of the notice of termination by the policyholder.

1.12

Breach of obligations

If the policyholder fails to fulfil duties imposed by the present insurance contract (e.g. Article 1.5.1 GC, above) or wrongfully breaches duties of notice or behavioural obligations, the insurance cover may be voided or Zurich may reduce its indemnification commensurately, unless the policyholder can prove that, under the circumstances, the non-fulfilment or breach may be deemed as free from fault or that the loss would have occurred even if the obligation had been fulfilled (exculpation defence pursuant to Article 45 para 1 VVG).

1.13

Recovery of excess indemnification

If Zurich is obligated to pay indemnification pursuant to aviation laws which would not be required to pay either under this contract or the Swiss Insurance Contracts Act (VVG), it may recover the amount of such indemnification from the policyholder.

1.14

Jurisdiction and applicable law

The policyholder may, at its choice, bring a claim before the courts of regular jurisdiction (domicile of Zurich's headquarters) or its own place of residence or domicile within Switzerland. The Swiss Insurance Contracts Act (VVG) as well as the provisions on insurance and surety contained in Switzerland's aviation laws apply in addition to these provisions.

1.15 Brokerage

If the policyholder authorises an insurance broker to conclude or handle the policy, Zurich may pay a fee for such services on the basis of a collaboration agreement. If the policyholder would like to get additional information, please contact your broker.

1.16 Special provision of aviation law in respect of liability coverage

The following applies up to the statutory liability limits:

1.16.1

With respect to the injured third parties on the ground, the terms contained in the insurance certificate shall apply, even if they do not conform to the provisions of the policy. In particular, the liability limits in the insurance certificate, denominated in special drawing rights, are binding upon Zurich.

1.16.2

If the cover terminates

- during flight: the insurance cover shall extend to the next landing at which the aircraft papers can be officially controlled, however, not exceeding a period of maximum 24 hours.
- before the time specified in the insurance certificate, claims shall nonetheless be covered until such time as the certificate of airworthiness is cancelled or proof of a new cover is produced, however, not exceeding a period of maximum 15 days after the Federal Office for Civil Aviation has been notified of the termination of the policy. The date of the loss of the certificate of airworthiness is deemed to be the date on which the corresponding decree takes legal effect.

1.16.3

The injured third party on the ground shall only be subject to such exclusions as are permitted by Swiss Aviation laws.

1.16.4

For Swiss carriers, the following also applies up to the statutory minimum liability:

Insurance cover ends no later than 15 days after Zurich informs FOCA of the end of the insurance. The date of the withdrawal or loss of the insurance cover is deemed to be the date on which the corresponding official governmental order takes legal effect. This does not abridge the right of recovery in Article 1.13 GC, above.

1.17 Definitions

Accident

For the purpose of this insurance contract, an accident is defined as the sudden, unintentional, harmful effect on the human body of an extraordinary external event.

Aircrew

Persons who, possessing the officially prescribed licences and ratings and authorised by the responsible parties, are engaged in operating an aircraft or rendering on-board services.

Application

The insurance application is a letter of intent, on the part of the client, to enter into an insurance contract. It comprises all information necessary to conclude the contract, and must be signed by the applicant.

General Conditions (GC)

The GC stipulates, for the both contract parties, the rights and obligations applicable to all coverages for a particular line of insurance.

Broker

Person or entity that negotiates the purchase or sale of insurance as independent intermediary.

Carrier

A person or entity undertaking to transport passengers, baggage or cargo in an aircraft. The transport may be remunerated, or gratis by any approved aviation Zurich

Club operations

Placing an insured aircraft at the disposal of a club.

Club

Associations and companies whose purpose is, inter alia, to place aircraft at

the disposal of members and/or non-members.

Deductible

Sum to be borne by the policyholder in the event of a loss. The deductible may take the form of a percentage or a fixed amount.

Delay

Only losses/claims for indemnity as the result of the delayed air transport of passengers, baggage or cargo pursuant to Article 10 LTrV.

Disclosure obligation (and breach of warranty)

Applicant's obligation to supply (disclose) all information necessary for the conclusion of the insurance contract. Intentional or unintentional failure to disclose may result in termination of the contract by Zurich.

Duty of care

(and breach of warranty)

Wrongful violation of obvious duties of care.

Exclusion

Restriction of the insurance coverage.

Hull

A frequently used short designation for «hull insurance», which is a property cover for the entire aircraft.

Insurance contract (agreement)

An agreement between the policyholder and which regulates the payment of premium by the former and, upon the occurrence of an insured event, the indemnification by the latter.

Insured aircraft

The aircraft specified in the policy and/or application (including its installed components as well as the equipment inside the insured aircraft at the occurrence of the loss event).

Insured persons

The persons as specified in the insurance agreement.

Insured value

The value of the insured property at the time the insurance agreement is concluded.

LFV

Swiss Aviation Ordinance of 14 November 1973, as amended.

Liability

Covering the aircraft operator's liability with respect to third parties and passengers; pursuant to the applicable law.

LTrV

Swiss Transport Aviation Ordinance of 17 August 2005.

Occupants

Aircrew and passengers.

Passengers

Persons who, with the permission of the pilot or carrier, are present in the insured aircraft Pilot trainees operating dual controls and parachutists are also deemed to be passengers.

Policy

Written instrument witnessing the conclusion of an insurance contract.

Policyholder

The insured person or group of persons specified as such in the policy.

Premium

Remuneration to be paid by the policyholder in return for Zurich's promise of performance under the insurance contract.

Replacement value

The replacement value is the value of the insured interest upon to the occurrence of an insured event.

Special Conditions (SC)

The SC comprise any conditions, clauses or endorsements that are part of an individual insurance agreement, and complement the GC.

Special drawing right (SDR)

A currency unit created by the International Monetary Fund (IMF) as a tender for calculating and effecting payment. Its value is fixed daily on the basis of a «basket» of major international currencies.

Stationary engine run

Engine operation for technical purposes, without the intention of flight.

Sum insured

The sum insured or the liability limit is the maximum amount Zurich shall pay upon the occurrence of an insured event.

UVG

Switzerland's Federal Statute on Accident Insurance (Bundesgesetz über die Unfallversicherung) of 20 March 1981, as amended.

VVG

Switzerland's Insurance Contracts Act (Bundesgesetz über den Versicherungsvertrag) of 2 April 1908, as amended.

Zurich

The insurance; the contract party of the policyholder.

2

Third party liability insurance (insurance for the liability claims of third parties outside the insured aircraft)

The following applies in addition to the common conditions:

2.1 Insurance Cover

2.1.1

Insured are claims brought against an insured person on the basis of provisions of liability law as a consequence of:

- death or injury to persons (personal injury);
- damage or destruction of property (property damage);

The insurance covers personal injury and property damage occurring in consequence of:

- the operation of an insured aircraft;
- accidents caused by the aircraft when not in operation;
- rescue operations after an accident involving the insured aircraft;

The use of an emergency parachute shall be considered the same as the use of the aircraft

2.1.2

If, as consequence of an unforeseen event, the occurrence of an insured event is imminent, the insurance also covers the costs on the insured person's

account for appropriate measures to avert this danger (mitigation costs).

2.2

Insured persons

Insured under the policy are

- the owner, operator and vicariously liable persons in law;
- the aircrew;
- persons controlling model aircraft.

2.3

Indemnification

2.3.1

Zurich shall indemnify justified claims and defend against unfounded claims within the liability limits specified in the policy.

2.3.2

Payments made by Zurich (including interest, attorney's fees, costs for expert opinions, court fees as well as counterparty legal expenses and mitigation costs) are limited without prejudice to the rights of claimants, to the liability for each insured event specified in the policy (subject to Article 2.3.3 GC, below). The total of all losses or damage resulting from the same cause shall be deemed as one event, regardless of the number of claimants.

2.3.3

In the member states of the EU and EFTA as well as states bordering on the Mediterranean Sea, the liability limit officially required by the destination state shall apply if it is greater than the sum specified in the policy. However, if unlimited coverage is required, the liability limit as agreed in the policy shall apply.

2.3.4

For losses caused by noise, vibration and the like, compensation is limited to the mandatory minimum limit pursuant to the Swiss Aviation Ordinance (LFV), even if the liability limit in the policy is higher.

2.3.5

For losses caused by environmental impairment and the like (directly or indirectly due to contamination or pollution of any kind, electric or electromag-

netic interference, impaired use of property etc), compensation is limited to the mandatory minimum limit pursuant to Swiss Ordinance (LFV), even if the liability limit in the policy is higher.

This limitation does not apply, however, if the harm to the environment is the cause or consequence of a crash, fire, explosion, collision or recorded emergency necessitating extraordinary flying operations.

2.3.6

In the member states of the EU or EFTA (including Switzerland), or states bordering on the Mediterranean Sea, losses due to war, terrorism, hijacking, sabotage, unlawful misappropriation of the insured aircraft or civil commotion are insured up to the minimum liability stipulated in article 125 LFV. Notwithstanding article 2.3.2 GC above, the compensation paid by Zurich for one or more loss events is limited for each insurance year to the sum insured specified in the policy (aggregate limit).

2.4

Deductible

2.4.1

Unless otherwise agreed, the policyholder will bear CHF 200.– per event for claims involving property damage or loss mitigation.

2.4.2

For third party property damage caused by balloons, the policyholder shall bear CHF 1000.– per event.

2.5

Exclusions

Subject to the provisions of aviation law, the following claims are excluded from insurance cover:

- by the operator or, where applicable, liable insured person;
- by occupants, for injuries incurred when using the insured aircraft;
- for damage to the insured aircraft;
- for damage to property inside or attached to the insured aircraft (incl. slung cargo);

- in consequence of the use of sprays and the carriage of chemicals for this purpose;
- for insured aircraft knowingly used without the officially prescribed licences, ratings or certificates for members of the aircrew or the insured aircraft itself;
- for aircraft knowingly used by the insured persons for crimes or felonies;
- for damage arising from the use of the aircraft in military operations;
- for damage arising from biological or chemical influences;
- for damage arising from the effect of ionising radiation;
- for damage arising from noise or other emissions (without prejudice to cover for environmental pollution and noise pursuant to Articles 2.3.6 GC, above.)
- arising from war, confiscation, hijacking or similar acts of violence (without prejudice to Article 2.3.4 GC, above.)
- for damage related to faulty date recognition or transmission by any electronic means
- for damage directly or indirectly attributable to, or in any way associated with, asbestos or materials containing asbestos;
- for pure financial loss;
- for damage arising from cargo transport.

The following additional exclusions apply to parachutes:

- for injuries incurred by the passengers of aircraft used for dropping parachutists (skydiving aircraft);
- for damage to property inside skydiving aircraft;
- for damage to the skydiving aircraft while the parachutist is in or near the aircraft.

3

Combined single limit cover (third party and passenger liability)

The following applies in addition to the common conditions and article 2 GC (third party liability insurance):

3.1

Insurance Cover

3.1.1

The combined single limit (CSL) provides coverage for each insured event, up to the liability limit specified in the policy, for claims brought against an insured person pursuant to articles 2.1. and 3.1. GC on the basis of provision of liability law against the insured persons named in articles 2.2. or 3.2. GC.

3.1.2

In addition to the third party liability cover (Article 2 GC), the CSL also covers claims in connection with provisions of liability law brought against the insured persons by passengers in consequence of their use of the aircraft, and resulting from:

- death or injury to persons (bodily injury);
- delayed transport of passengers or their checked baggage on board the aircraft or otherwise in the carrier's custody (delay) ;
- damage, destruction or loss of property which passengers carry either with them or on their person, or is otherwise in the carrier's custody (property damage).

Insured are bodily injury and property damage in the following cases:

- during operation of the insured aircraft;
- accidents due to the aircraft while it is not in operation, namely enplaning and deplaning, and during the opening and closing of moveable components of the aircraft;
- during rescue operations after an accident involving the insured aircraft.

3.2

Insured persons

Insured under the policy are

- the operator, the carrier and vicariously liable persons in law;
- the aircrew.

3.3

Indemnification

3.3.1

Zurich shall indemnify justified claims and defend against unfounded claims within the liability limits specified in the policy.

3.3.2

Payments made by Zurich (including interest, attorney's fees, costs for expert opinions, court fees as well as counterparty legal expenses and mitigation costs) are limited without prejudice to the rights of claimants, to the liability for each insured event specified in the policy. The total of all losses or damage resulting from the same cause shall be deemed as one event, regardless of the number of claimants.

3.3.3

In the event of an accident involving death or injury, Zurich will make an advance payment of SDR 16 000.– to bona fide claimants within 15 days of their identification.

3.3.4

For claims resulting from the delayed transport of persons, the sum insured is limited to SDR 4150.– per passenger.

3.3.5

For claims resulting from the delayed transport of baggage or property damage to same, the sum insured is limited to SDR 1,000 per passenger or a maximum of CHF 5000.–.

3.3.6

For claims resulting from the delayed transport of cargo or property damage to same, the sum insured is limited to SDR 17.– per kilogram.

3.3.7

If there are more passengers than insured seats in an aircraft, compensation will be reduced in the ratio of the num-

ber of insured seats to the number of passengers. This reduction shall not apply if fewer than half of the seats are occupied by a maximum of 2 children less than 12 years old each, or by an adult with a child less than 2 years old.

3.3.8

In the member states of the EU or EFTA (including Switzerland), or states bordering on the Mediterranean Sea, losses due to war, terrorism, hijacking, sabotage, unlawful misappropriation of the insured aircraft or civil commotion are insured up to the minimum liability stipulated in article 132a LTrV. Notwithstanding article 3.3.2 GC above, the compensation paid by Zurich for one or more loss events is limited for each insurance year to the sum insured specified in the policy (aggregate limit).

3.4

Compensation of third party claims

Claims of third parties not in the aircraft are settled with priority up to the compulsory liability minimums pursuant to the Federal Aviation Act (LFV).

3.5

Compensation of passenger claims

In all cases mentioned above, the minimum sum available for the indemnification of passenger claims is the difference between the liability limit specified in the policy and the minimum liability limit pursuant to the Federal Aviation Act (LFV).

3.6

Contribution towards liability claims

Accident compensation paid under this policy as well as recoveries paid to third parties for compensation paid to the claimants shall be imputed against claimants' liability awards as determined by a court or extra judicial settlement.

3.7

Deductible

Unless otherwise stipulated in the policy, the policyholder shall carry CHF 200.– per event and occupied seat towards the

compensation of property damage, delay and loss mitigation losses.

3.8

Passenger tickets

The carrier and the other insured persons shall ensure that such tickets as required by law and international agreements are issued to passengers on commercial flights or on remunerated private flights. If no tickets are issued, or the content of issued tickets is deficient, Zurich is only obliged to indemnify in the amount that would have been paid had the correct tickets been issued.

3.9

Exclusions

The following claims are excluded from the insurance cover, subject to the provisions of aviation law and in addition to article 2.5. GC:

- insured aircraft knowingly used without required prescribed licences, ratings or certificates for members of the aircrew or the insured aircraft. This exclusion shall apply to passengers only if they knew or under the circumstances should have known this before commencing the flight);
- aircraft used for a crime or felony. This exclusion shall not apply to passenger only if they themselves were accomplices in the crime or felony.

4 Aircraft Hull insurance

The following applies in addition to the common conditions:

4.1 Scope of insurance

The insurance covers loss or damage of the aircraft occurring against the will of the policyholder or any other rightful claimant. Insured are also components installed in or on the aircraft according to the equipment list approved by the relevant aviation authority as well as equipment carried on board.

4.2 Insurance Cover

The insured events are listed individually in the policy. Insured is damage to the insured aircraft directly due to the following:

4.2.1 Hull Insurance

a) Collision

Damage due to a sudden, violent event external to the aircraft (specifically including collision, upset, crash, immersion, sinking, unexpected overstressing of the airframe during flight) or aircraft reported missing for more than 30 days.

b) Theft

Loss, damage or destruction as a result of robbery or theft (though not misappropriation) as well as damage or destruction caused in the attempt.

c) Natural perils

Damage directly due to the following natural causes: landslide, rockfall or falling stones, high water or flood, windstorm (velocity of 75 km or more), hail, avalanche, snow loads, snowslide. Additionally insured shall be earthquake and volcanic eruptions. This list is exhaustive.

d) Glass breakage

Damage to aircraft components made of glass or of materials serving as a glass substitute. Not insured are light bulbs or fluorescent tubes.

e) Fire

Damage caused by fire, explosion and lightning strike.

f) Small animal damage

Damage caused by martens or other small animals, in particularly gnawing and consequential damage.

4.2.2 Ground risk hull insurance

The same events as covered by the hull insurance, including stationary engine runs, but on the ground only. Not insured are events relating to a flight (including preparatory and concluding works) as well as events on a runway in use. Not insured is damage to balloons from the beginning of inflation to complete deflation.

4.3 Indemnification

4.3.1 Zurich shall indemnify the total loss, where applicable, or the repair cost (excluding surcharges for early completion and overtime), salvage, transport, customs duties and related functional check flights (FCF). The indemnification for repair or total loss is limited to the following percentages of the sum specified in the policy:

- in the 1st year from the beginning of the policy 100%
- in the 2nd year from the beginning of the policy 100%
- in the 3rd year from the beginning of the policy 100%
- in the 4th year from the beginning of the policy 90%
- in the 5th year after the beginning of the policy 80%
- in subsequent years 60%

Total loss shall be construed if the restoration costs equal or exceed the percentages indicated above. If the insurance value serving as the basis for premium calculation has been declared to be below the trade value when this insurance policy was taken out, the Zurich will reduce its payments proportionately in case of partial loss.

Zurich is entitled, though not obligated, to take over reusable parts on its own account. In this case, at Zurich's request, the policyholder shall place the aircraft or its components, as well as all associated documents, at Zurich's disposal and issue the necessary documents and declarations to effect the transfer or registration of ownership or authorise Zurich to do this.

In case of partial loss, the indemnification shall amount to the cost of repair less the deductible; in case of the loss or destruction of instruments and components, to the replacement value, less the deductible.

- Zurich shall be supplied with all documents, including the original of any invoices, as proof of the identifiable expenses. Invoices in currencies other than the policy shall be converted using at the exchange rate at their date of issuance.
- If the policyholder waives the right to have the aircraft restored, Zurich shall pay a reasonable indemnification based on the lowest bid submitted, net of VAT.
- Any costs for disposing of the aircraft after a total loss shall be borne by the policyholder.

The compensation paid for functional check flights (FCF) after repairs is limited to 5 % of repair costs.

4.3.2

In partial and total loss cases, Zurich shall pay up to 20% of the insured amount, with a maximum of CHF 100 000.– per event, for documented search, recovery, transportation and customs costs, as well as costs for foaming a runway preparatory to an emergency landing.

4.3.3

If the condition of the aircraft is improved by repairs resulting in (e.g.) savings for service and maintenance, corresponding amounts shall be borne by the policyholder.

4.3.4

If a missing aircraft is not found within 30 days, Zurich will pay compensation calculated as a percentage of the sum insured based on the number of years since inception of the policy, as described in article 4.3.1 GC above. With this payment, the rights of ownership for the insured aircraft are transferred to Zurich, to the extent of the indemnity paid.

4.3.5

Unless otherwise provided in the policy, any indemnification payments will be made to the policyholder.

4.4

Duties in the event of a claim

4.4.1

The policyholder is obligated to undertake all necessary measures to clarify the circumstances of the loss event and avoid further losses. The policyholder shall follow Zurich's instructions and those of its appointed experts in respect of the further handling of the loss. In particular, the policyholder shall place the insured aircraft and all related documents at Zurich's disposal. Zurich is entitled to remove parts of the damaged aircraft for test purposes.

Insofar as third parties, governmental or private offices are involved in the investigation, testing and repair of the aircraft, Zurich is entitled to procure from them any information it deems useful.

4.4.2

Zurich or its delegated expert shall determine where repairs are to be carried out and release the aircraft for repair. The policyholder or other authorised person shall issue the repair order.

Zurich's issuing of instructions or releases for repairs shall not constitute recognition of its obligation to pay indemnify.

4.5

Extension for powered aircraft

After an emergency landing by a powered aircraft that does not result in an insured loss, Zurich shall pay the cost of a technical check of the aircraft by an approved maintenance organisation (AMO) to permit a take-off from the emergency landing site and/or the transport costs to the nearest suitable take-off site, up to a maximum payment of CHF 2000.–.

4.6

Exclusions

The following claims are excluded from the insurance cover, subject to the provisions of aviation law

- losses resulting from the wilful use of the insured aircraft without the required licences, ratings or certificates for members of the aircrew or the insured aircraft itself. However, the obligation to indemnify the policyholder shall remain in effect if such use occurred without the policyholder's and fault;
- operational losses, i.e. damage not caused by a violent, external force (e.g. fatigue, cracking, wear and tear);
- losses due to short circuits, if caused by operational damage;
- engine damage due to operational error, overload or overheating;
- engine damage due to the entry of foreign objects or substances resulting in a gradual decline in engine condition or performance. This does not apply to foreign object damage [FOD] resulting in a sudden loss event involving the engine or causing its immediate standstill;
- loss or damage due to objects in the engine or engine intake area which should have been noticed during the pre-flight check according to the aircraft flight manual or pilot's operating handbook [AFM, POH];
- loss or damage caused by the lack of safeguard measures when parking the aircraft in the open;
- loss or damage caused by the lack or freezing of fluids (except in case of theft);
- loss or damage due to faulty aircraft materials or construction or other defects, provided that the policyholder knew of should have known of same;
- for removed components, except for wings, horizontal stabilizers and rotor blades removed for transport or storage of the aircraft;
- loss or damage due to maintenance or repair work performed out by persons without the officially prescribed licenses or ratings;
- loss or damage in connection with the use or attempted use of the aircraft in a crime or felony;
- damage resulting from the carriage of explosive or auto-igniting objects, gases or liquids, excepting signal munitions, aviation fluids and fuel carried as part of the aircraft equipment and stores;
- loss or damage during military use;
- loss or damage due to war, strike, insurrection, civil commotion, terrorism, acts of violence or sabotage, seizure, hijacking or requisition;
- in connection with effects of ionising radiation;
- loss or damage to a balloon due to escape of the filling gas unless as the result of an insured event;
- loss or damage to a balloon due to non-compliance with the required safety measures before and after the flight
- loss or damage to a balloon during transports outside the member states of the EU or EFTA (including Switzerland) as well as states bordering the Mediterranean Sea;
- loss or damage caused by heat or scorching damage to hot-air balloons (operational damage);

4.7 Deductible

4.7.1

The policyholder shall bear the deductible specified in the policy for each event and aircraft for which Zurich is obligated to pay indemnification, except as noted below.

4.7.2

The deductible shall not apply in the event of total loss, unless otherwise agreed.

4.7.3

The deductible shall not apply in the event of an emergency landing without insured damage to a powered aircraft.

4.7.4

The deductible shall not apply in the event of damage due to natural perils on the ground, or theft, in respect of balloons, gliders (including powered gliders), or piston-engine aircraft up to 2000 kg MTOM (maximal take-off mass).

4.8 No-claims bonus (NCB)

4.8.1

If agreed – the policyholder shall be entitled at the beginning of the policy period to a no-claims bonus. Such no-claims bonus shall be a discount at inception on the hull policy premium (net of Swiss stamp duty and hull war premium). The no-claims bonus has to be paid back in case of a hull loss payable during the policy period and/or if the hull policy is not renewed for a further year with Zurich.

4.8.2

For bonus purposes, insurance period of at least eight months is required, failing with the corresponding period shall be considered together with the following year. Refunds of less than CHF 50.– shall be disregarded.

5 Occupant accident insurance

5.1 Insurance Cover

5.1.1

Insured are accidents in connection with the use of the insured aircraft.

5.1.2

For the purposes of this cover, accidents are taken to mean personal injury pursuant to Swiss Federal Statute on Accident Insurance (UVG).

5.1.3

Accidents are also deemed to include:

a)

the involuntary inhalation of gases or vapours or the accidental ingestion of poisonous or corrosive substances;

b)

frostbite, sun or heat stroke, or injury due to ultraviolet rays, excluding sunburn;

c)

drowning, suffocation;

5.1.4

Further insured are accidents occurring during the lawful use of the insured aircraft including

a)

emplaning and deplaning;

b)

ground operations;

c)

parachuting as an emergency measure;

d)

in consequence of an emergency landing.

5.1.5

The indemnification shall be reduced accordingly if the accident is only a partially cause of death or injury.

5.2 Insured persons

5.2.1

The insurance covers the number of passengers and aircrew specified in the policy.

5.2.2

If the number of passengers or aircrew exceeds the number specified in the policy, the indemnification will be reduced by the ratio of the number of insured passengers and/or aircrew insured to the numbers actually present. There shall be no reduction if fewer than half the seats are each occupied by a maximum of 2 children of 12 years or younger, or by an adult with an infant less than 2 years old.

5.3 Indemnification

5.3.1

Zurich shall pay the indemnification specified in the policy for each passenger or aircrew member. Accident compensation paid under this policy as well as payments made to satisfy recovery claims as a result of compensation paid to the claimants will be credited against the beneficiary's liability awards as determined by a court or extra judicial settlement.

5.3.2

Death

If an accident results in death within 5 years of the accident date, Zurich shall pay the amount specified in the policy to the beneficiary or beneficiaries in the order indicated below, to the exclusion of the following category:

a)

The spouse and any minor or dependent children, whereby the spouse, where there are such children, the spouse shall receive 60% of the sum with 40% being divided equally among the children. Failing a spouse, the relevant share will be paid to the children and vice versa.

b)

the legal heirs.

If there are no entitled beneficiaries, Zurich shall pay the funeral costs not to exceed 10% of the death benefit.

In the event of the death of both parents, the death benefit payable to minor or dependent children shall be doubled.

The death benefit for insured persons under the age of 2 years 6 months is CHF 2500.–. For insured persons under

Degree of disability	Benefit Case A	Benefit Case B	Degree of disability	Benefit Case A	Benefit Case B	Degree of disability	Benefit Case A	Benefit Case B	Degree of disability	Benefit Case A	Benefit Case B
%	%	%	%	%	%	%	%	%	%	%	%
1	1	1	26	27	28	51	78	105	76	153	230
2	2	2	27	29	31	52	81	110	77	156	235
3	3	3	28	31	34	53	84	115	78	159	240
4	4	4	29	33	37	54	87	120	79	162	245
5	5	5	30	35	40	55	90	125	80	165	250
6	6	6	31	37	43	56	93	130	81	168	255
7	7	7	32	39	46	57	96	135	82	171	260
8	8	8	33	41	49	58	99	140	83	174	265
9	9	9	34	43	52	59	102	145	84	177	270
10	10	10	35	45	55	60	105	150	85	180	275
11	11	11	36	47	58	61	108	155	86	183	280
12	12	12	37	49	61	62	111	160	87	186	285
13	13	13	38	51	64	63	114	165	88	189	290
14	14	14	39	53	67	64	117	170	89	192	295
15	15	15	40	55	70	65	120	175	90	195	300
16	16	16	41	57	73	66	123	180	91	198	305
17	17	17	42	59	76	67	126	185	92	201	310
18	18	18	43	61	79	68	129	190	93	204	315
19	19	19	44	63	82	69	132	195	94	207	320
20	20	20	45	65	85	70	135	200	95	210	325
21	21	21	46	67	88	71	138	205	96	213	330
22	22	22	47	69	91	72	141	210	97	216	335
23	23	23	48	71	94	73	144	215	98	219	340
24	24	24	49	73	97	74	147	220	99	222	345
25	25	25	50	75	100	75	150	225	100	225	350

16 years old, the death benefit shall not exceed CHF 10 000.–.

5.3.3 Disability

(1) If the accident results in a foreseeable permanent (i.e. lifelong) disability, Zurich shall pay

- for total disability the sum specified in the policy;
- for partial disability percentages of the sum specified in the policy as follows:
- for the loss or complete loss of use

of one arm or one hand	65%
of a thumb	20%
of an index finger	10%
of any other finger	5%
of a leg	55%
of a foot	40%
of both feet	100%
of sight in both eyes	100%
of sight in one eye	30%
of hearing in both ears	60%
of hearing in one ear	15%

• if the loss or loss of use is only partial, a commensurately lower percentage shall be paid.

(2) If several parts of the body are affected, the corresponding percentages are added (maximum 100%).

(3) If parts of the body had been lost or rendered unusable before the accident, the degree of such disability will be deducted according to the principles stated in determining the degree of disability.

(4) If the degree of disability cannot be determined according to the principles stated above, it shall be established on the basis of the permanent physical or mental disability, taking into account the insured person's incapacity to work.

(5) The degree of disability shall be established on the basis of the insured

person's presumably permanent disability, but no later than 5 years after the accident.

(6) Type of benefit

The application states whether disability is insured on a cumulative (according to Case A or B) or non-cumulative basis.

a) Cumulative disability insurance: The benefit is determined on the basis of the sum stated in the policy using the following table:

b) Non-cumulative disability insurance: The benefit shall be determined on the basis of the sum stated in the policy.

5.3.4 Daily allowance

(1) If the accident renders the insured person incapable of work, Zurich shall pay the daily allowance stated in the

policy for the period of inability to work during the period of medically certified disablement. The benefit begins on expiry of the agreed waiting period after the accident. The benefit, however, is limited to 730 days within 5 years of the date of the accident.

(2)

Zurich will pay the daily allowance in part or in full depending on the degree of inability to work.

(3)

Insured persons under 16 years old will not receive the daily allowance benefit.

5.3.5

Hospital daily allowance

For each accident, Zurich will pay the hospital daily allowance stated in the policy during necessary stays in a hospital or a health resort. The benefits are, however, limited to 730 days within 5 years of the date of the accident.

5.3.6

Medical expenses

(7)

For 5 years from the date of each accident, Zurich shall pay:

a)

the following as performed or prescribed by a medical professional:

- medical treatment;
- stays in a hospital or convalescence home (specialised establishments only, subject to Zurich approval);
- nursing care for the period of medical treatment, by qualified certificated personnel or the nursing staff of an institution;
- rental fees for invalid mobility equipment;
- the initial purchase of prostheses, spectacles, hearing aids and orthopaedic aids; or where such articles were damaged or destroyed during the accident necessitating the insured medical treatment, their repair cost or replacement value.

b)

the necessary expenses for

- any transport of the insured person made necessary by the accident (flight expenses, however, only if necessary for medical or technical reasons);
- rescue operations not due to sickness;
- recovery and repatriation of the body after death resulting from an insured accident or subsequent exposure;
- any search and rescue (SAR) operation undertaken to recover the insured person, to a maximum of CHF 30 000.– per insured person.

(8)

If medical expenses are covered by several policies, medical expenditures will only be paid once. Zurich shall pay the amount corresponding to the ratio of the benefits under its cover to the total of all benefits payable by all Zurichs.

(9)

If the accident is covered by the UVG, the IV, the MV (Swiss federal accident, disability and military insurance plans, respectively), or by foreign social security schemes (including that of the Principality of Liechtenstein), Zurich shall pay, within the scope of its contractual obligations, only that part of the substantiated costs not so insured. The same applies analogously to persons insured according to the KVG (Switzerland's Federal Law on Health Insurance) with an extension that includes the accident risk (complementary insurance).

(10)

If medical costs are paid by a liable third party or such party's Zurich, this cover shall not apply. If Zurich pays medical benefits in place of a liable third party, the insured person is obligated to subordinate any liability claims to Zurich in the amount of the medical benefits paid.

(11)

In the event of an emergency landing of a powered aircraft, Zurich shall pay up to CHF 2000.– per insured person for the continuation of the journey, either to the original destination or back to the point of departure.

5.4

Exclusions

Excluded are the following accidents:

- of aircrew members who knowingly used the insured aircraft without the officially prescribed licences, ratings or certificates for members of the aircrew or the insured aircraft itself;
- of passengers who knew or under the circumstances should have known that the aircrew or the insured aircraft itself did not have the officially prescribed licences, ratings or certificates;
- occurring during flights for the purpose of committing a crime or felony (this exclusion applies to passengers only if they themselves were accomplices in the crime or felony);
- occurring as a consequence of war or civil commotion (without prejudice to the extensions of cover under article 5.5. GC);
- in consequence of the effects of ionising radiation.

5.5

Extension of Cover

5.5.1

The insurance covers accidents occurring during any restriction of the insured persons' personal freedom after the hijacking of the insured aircraft, during their involuntary sojourn after parachuting from the aircraft in an emergency or after an emergency landing, as well as during the subsequent direct journey, either back to their places of residence or to the original destination. In such cases, the insurance cover extends beyond the stated date of termination where the policy expires previously, but no more than one year from the date of the hijacking, parachute jump or emergency landing.

5.5.2

The exclusion of war and civil commotion in article 5.4 GC, above, does not apply to accidents involving insured persons as follows:

a)
on board the insured aircraft, if caused by persons also on board or by dangerous substances surreptitiously brought aboard the aircraft;

b)
during any restriction of the insured persons' personal freedom after the hijacking of the insured aircraft, during their involuntary sojourn after parachuting from the aircraft in an emergency or after an emergency landing, as well as during the subsequent direct journey back to their places of residence or to the original destination. The time limit in article 5.5.1. GC, above, shall apply.

5.5.3

In the event of war:

- involving Switzerland or a neighbouring state, or
- between any of the following: the UK, the Russian Federation, the USA, the People's Republic of China or between such a state and a European country, article 5.5.2. GC, above, will become ineffective 48 hours after the outbreak of hostilities. If, however, the restriction of the insured persons' personal freedom, the parachute jump or the emergency landing have already taken place at that time, Article 5.5.2 b will only become ineffective a year after this event.

5.5.4

The extensions of coverage pursuant to articles 5.5.1 and 5.5.2 GC, above, shall apply only where the insured person verifiably did not incite or actively participate in the events concerned.

