



**CERTIFICATE OF INSURANCE
POLICY N° DEA02529624B**

We, the undersigned, **AELIA ASSURANCES**, 55, rue Raspail – 92300 LEVALLOIS PERRET – France, acting as aviation insurance broker, hereby certify that **SUNDAIR GmbH** (the Insured) has subscribed, as per named contract, with **ALLIANZ GLOBAL CORPORATE & SPECIALITY SE, Aviation, Dieselstrasse 8, 85774 Unterfoehring, Germany** (and the other Member Companies, acting as Lead Underwriter with other Insurance Companies), the following insurance for 100% limits in respect of Liability and Excess War Risks coverages covering their fleet of aircraft including inter alia, one **AIRBUS A319-112** registered **9A-BER** and **MSN 3950** and its respective engines whilst fitted on the Aircraft (the "Aircraft") against the following risks and up to the limits stated below:

ORIGINAL INSURED

SUNDAIR GmbH
Knieperdamm 79, 18435 Stralsund – GERMANY

ADDITIONAL INSURED

As Co-operator & subsidiary company

FLY AIR41 AIRWAYS D.O.O.
Ulica Crvenog križa – Zagreb – Croatia (Reg n° (MBS) 081346608)

ADDITIONAL INSUREDS

In the framework of the Aviation Fuel Supply Agreement:

OMV Deutschland Marketing & Trading GmbH & Co. KG
Haimingerstrasse 1, 84489 Burghausen - Germany

With the following provisions :

- It is noted and agreed that **SUNDAIR GmbH** hold the above additional insured harmless from and against all liability and losses except in case of gross negligence and wilful misconduct.
- Coverage is primary and Non-Contributory.
- Cancellation provision needs to include 10 days for non-payment of premium - Thirty (30) days (ten (10) days for non-payment of premium and seven (7) days for war risks) notice of cancellation or adverse material change.

POLICY PERIOD

From **October 10th, 2024** – 0:00
To **October 9th, 2025** – 24:00
Both days inclusive local standard time at the address of the Insured

AIRCRAFT

AIRBUS A319-112
Registered **9A-BER** and **MSN 3950**

SEATS

4 + 5 crew members + 150 passenger seats

GEOGRAPHICAL LIMITS
amended):

WORLDWIDE, with exclusion of the following countries (09/07/15 LSW617H

1. Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

- BURUNDI, FAR NORTH REGION OF CAMEROON, CENTRAL AFRICAN REPUBLIC, DEMOCRATIC REPUBLIC OF CONGO, ETHIOPIA, GABON, KENYA, MALI, NIGER, NIGERIA, SOMALIA, THE REPUBLIC OF SUDAN, SOUTH SUDAN
- COLOMBIA, CUBA, HAÏTI, PERU.
- AFGHANISTAN, JAMMU & KASHMIR, NORTH KOREA, PAKISTAN,
- ABKHAZIA, BELARUS, CRIMEA, NAGORNO-KARABAKH, NORTH CAUCASIAN FEDERAL DISTRICT, RUSSIA, SOUTH OSSETIA, UKRAINE.
- ISRAEL, IRAN, IRAQ, LIBYA, NORTH SINAI PROVINCE OF EGYPT (INCLUDING TABA INTERNATIONAL AIRPORT), SYRIA, YEMEN.
- ANY COUNTRY WHERE THE OPERATION OF THE INSURED AIRCRAFT IS IN BREACH OF UNITED NATIONS SANCTIONS AND/OR UNITED STATES OF AMERICA SANCTIONS AND/OR EUROPEAN UNION SANCTIONS AND/OR UNITED KINGDOM SANCTIONS AND/OR SWITZERLAND SANCTIONS

2. However coverage pursuant to this Policy is granted:

- for the overflight of any excluded country where the flight is within an internationally recognized air corridor and is performed in accordance with I.C.A.O. recommendation – **but overflight of Belarus, Crimea, Libya, Moldova, Russia and Ukraine is excluded** -; or
- in circumstances where an insured Aircraft has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.

3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

It is noted and agreed the re-inception of **ALGERIA, MAURITANIA, LEBANON** and **MOLDOVA** in the authorized geographical limits.

Subject to a 48 hours review, should the local geopolitical situation deteriorate.



PASSENGERS AND THIRD PARTIES LEGAL LIABILITY

COMBINED SINGLE LIMIT (Bodily Injury / Property Damage): Aircraft Third Party, Passenger, Baggage, Cargo, Mail Legal Liability for a combined single limit (bodily injury/property damage) of **USD 750,000,000** any one occurrence each aircraft **and including General Third-Party Legal Liability arising out of their aviation operations including incidental Products Liability, non-ownership liability and Personal Injury Liability**

In respect of Liability War Risks and Allied Perils it is noted that the above coverages are subject to Extended Coverage Endorsement AVN52E sub-limited to **USD 350,000,000** any one occurrence Comply with the minimum requirements of EC Regulation 785/2004.

It also applies to the return transport of passengers who embark on an aircraft owned or operated by the insured airline within the boundaries of the Federal Republic of Germany. Pursuant to Articles 6 and 7 of Regulation (EC) No. 785/2004, and in accordance with 106 LuftVZO (air navigation certification order) combined with 45-47 LuftVG (air navigation act), the above Combined Single Limit is sufficient to cover the sum of the following amounts of insurance:

- SDR 300,000,000** per occurrence for aircraft third party bodily injury and property damage
- SDR 250,000** per passenger for bodily injury.
- SDR 5,346** for delay in carriage of passengers arising from an insured occurrence, damages otherwise arising are self-insured by the above-mentioned airline.
- SDR 1,288** for damage to baggage and delay in carriage of baggage from an insured occurrence, damages otherwise arising are self-insured by the above-mentioned airline.
- SDR 22** per kilogram for damage to cargo.

Coverage for War Risk and Allied Perils under Third Party Legal Liability is pursuant to Regulation EC 785/2004 Articles 6 & 7 and limited to (including the Excess) **USD 750,000,000** any one occurrence (the "sub limit) in respect of coverage provided by AVN52E. This sub-limit shall apply within the above mentioned Combined Single Limit and not in addition thereto.

Excess Aircraft War, Hi-jacking and Other Perils Legal Liability: Combined Single Limit (Bodily Injury / Property Damage) of **USD 400,000,000** any one occurrence in Excess of a Combined Single Limit (Bodily Injury / Property Damage) of **USD 350,000,000** any one occurrence. Legal Costs and Expenses are covered in addition to the limits herein.

IT IS FURTHER CERTIFIED THAT the amounts of insurance stated above are in accordance with the minimum insurance cover requirements of Articles 6 and 7 of Regulation (EC) No. 785/2004, and in accordance with 106 LuftVZO (air navigation certification order) combined with 45-47 LuftVG (air navigation act), based on: (a) the policy being insured in USD and any rate of exchange movement between EUR and Special Drawing Rights during the period of the insurance shall not exceed the Combined Single Limit and Third Party War and Allied Perils Limits evidenced hereby, (b) third party war, terrorism and allied perils being insured on an aggregate basis as above, and (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.

Comply with:

Aircraft Accident Liability Insurance, DoT 14 CFR Part 205 AVN57A – USA

Air Navigation Act 21st December 1948 and Air Navigation Decree 14th November 1973 Third Party Legal Liability AVN57A (Switzerland)

Canadian Transport Agency Air Transport Regulations AVN57C (Canada)

Civil Aviation (Carriers' Liability) ACT 1959 – AVN57A (Australia).

The coverages exclude any hostile detonation of any weapons of war employing atomic or nuclear fission and/or fusion or other like reaction of radioactive force or matter.

Date recognition exclusion clause as per AVN 2000A but coverage endorsement as per AVN 2001A/2002A and in accordance with policy terms, conditions and limitations.

Subject to policy limits, terms, conditions, exclusions, limitations, deductibles and excesses of the relative Policy.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS CERTIFICATE:

- 1. CONTRACT PARTIES ARE COVERED BY THE POLICY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.**
- 2. THIS POLICY SHALL NOT BE VARIED BY ANY PROVISIONS CONTAINED IN THE CONTRACTS WHICH PURPORT TO SERVE AS AN ENDORSEMENT OR AMENDMENT TO THE POLICY.**



In Levallois Perret, 20 September 2024