



Date: 23 July 2009



DECLARATION OF INSURANCE
(AUSTRALIAN DOMESTIC CARRIER – OVERSEAS INSURER)

INSURER: Catlin Underwriting Agencies Limited
acting for certain underwriters at Lloyd’s of London

CARRIER: Hot Air Pty Ltd
Trading as
Ballooning with Hot Air
Champagne Balloon Flights
Hot Air
Hot Air Cairns
Hot Air Gold Coast

ACN: 053 836 025

POLICY NUMBER: D0931887

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.
2. The Insurer has issued a policy of insurance to the Carrier.
3. The policy of insurance commenced on 23rd July 2009 and will expire 23rd July 2010
4. The Carrier has a right of indemnity under the policy of insurance (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):

<u>Manufacturer</u>	<u>Class/Type</u>
Balloon	Class 1
Balloon	Class 2
Balloon	Class 3
Balloon	Class 4

5. The Carrier's right of indemnity under the policy of insurance in respect of Personal Injury Liability is:
 - (a) For an amount not less than AUS\$500,000 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.

6. Each of the classes of aircraft listed in Paragraph 4 of this declaration is endorsed on the policy.

Personal Injury Liability coverage extended by the policy(ies) is not subject to, or limited by, AVN 2000 exclusion clause nor any other form of exclusion which may limit the Insurer's indemnification of the Carrier in respect of liabilities arising from Year 2000, or similar date recognition based, computer error or failures.

Signed for and on behalf of
Honan Insurance Group Pty Ltd



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