

Purpose of this Policy

- 1. This Policy outlines the coverage objectives for the Insurance Program.
- 2. The Insurance Policy is subject to renewal and revision each year and may include different coverage than outlined in this document, in all cases the terms of the current Insurance Policy shall prevail.

Objectives of the HPAC Insurance Program

- 3. Provide nationally recognized third-party liability insurance and forest fire expense protection to Covered Pilots in order to develop and maintain access to flying sites located on public and private property. This type of insurance is almost always a condition of access to flying sites on public and private land.
- 4. Protect members from liability for damages to third parties arising out of flying activities.
- 5. Protect schools, instructors, and students from liability for damages to third parties arising out of instructional flying activities.
- 6. Protect landowners and volunteers from liability arising out of flying activities of members.

Definitions

- 7. "Rated Pilot" means an HPAC member in good standing with H2 or higher rating when engaging in hang gliding activities, or a P2 or higher rating when engaging in paragliding activities.
- 8. "Non-Rated Pilot" means an HPAC member in good standing who does not meet the requirements of a "Rated Pilot".
- 9. "Certified Instructor" means an HPAC member in good standing who holds HPAC Instructor (or Senior Instructor) certification in hang gliding and/or paragliding, continues to meet the requirements to retain their certification (see SOP 420), and only while providing instruction in an activity for which they hold HPAC Instructor or Senior Instructor certification.
- 10. "Apprentice Instructor" means an HPAC member in good standing appointed by, and acting only under direct supervision of, a Certified Instructor.
- 11. "Certified Tandem Pilot" means a Certified Instructor who has been granted a HPAC Tandem Instructor endorsement in hang gliding and/or paragliding, continues to meet the requirements to retain their endorsement (see SOP 430), and only while acting as pilot-in-command of tandem instructional flights in the activity for which they hold a HPAC Tandem Instructor endorsement.
- 12. "School" means an organization that provides hang gliding or paragliding instruction, where all instructors are Certified Instructors, and/or an organization that provides tandem hang gliding or paragliding instruction, where all tandem instructors are Certified Tandem Pilots.
- 13. "Student" means any person who has signed an HPAC/ACVL waiver, engaging in hang gliding or paragliding activities under the supervision of a Certified Instructor.

- 14. "Tandem Student" means any person other than a Certified Tandem Pilot, who has signed an HPAC/ACVL waiver, engaging in tandem hang gliding or paragliding activities for the purposes of receiving instruction from the Certified Tandem Pilot.
- 15. "Participant" means any person presently engaged in hang gliding or paragliding activities, including Tandem Students.
- 16. "Covered Pilot" means
 - a. a Rated Pilot presently engaged in hang gliding or paragliding activities, or
 - b. a Non-Rated Pilot while receiving flight instruction under direct supervision of a Certified Instructor, or while engaged in unsupervised flight activities authorized by a Certified Instructor, or
 - c. a Tandem Student while receiving flight instruction from a Certified Tandem Pilot, or
 - d. any other person while receiving flight instruction from a Certified Instructor.
- 17. "Landowner" means any person or legal entity that has granted permission for Covered Pilots to use land for flying activities.
- 18. "Volunteer" means any person while acting on behalf of a Covered Pilot.

Insurance Coverage

- 19. HPAC Insurance shall cover the following core risks in respect of flight activities of Covered Pilots, subject to policy limits and deductibles:
 - a. Third Party Personal Injury: Injuries for which a Covered Pilot is liable caused to persons other than "Participants", and
 - b. Third Party Property Damage: Damage for which a Covered Pilot is liable caused to property of persons other than "Participants", and
 - c. Forest Fire Expense: Costs associated with fighting a forest fire for which a Covered Pilot is found liable.
- 20. HPAC Insurance shall also provide coverage to Landowners, Meet Directors and their Designated Volunteers for the risks listed in paragraph 19.
- 21. HPAC Insurance is specifically not intended to provide coverage for:
 - a. Bodily injury of any Participants, or
 - b. Damage caused to property of any Participants, or
 - c. Medical services, emergency services and any other expenses incurred by a Covered Pilot, or
 - d. Motorized flight activities.

Landowner Site Certificates

- 22. HPAC Insurance lists Landowners as Additional Insured on the policy with no action required other than the Covered Pilot(s) receiving permission from a Landowner.
- 23. Upon request HPAC shall provide a site certificate confirming insurance coverage for a specific landowner.