



QBE Insurance (Australia) Limited

# Aviation

Hangarkeepers Liability Policy

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect Your privacy and how to make a complaint or access our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature. It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

### For more information or to make a claim

Please take the time to read through this booklet and if You have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for Your financial services provider are set out in the financial services guide or other documentation they give You.

The section titled 'Claims' at the end of this booklet tells You the full details about what You need to do in the event of a claim. If You'd like to make a claim or to enquire about an existing claim please contact:

- Your financial services provider
- [aviation.claims@qbe.com](mailto:aviation.claims@qbe.com)

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

### QBE in the community

#### Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into investments that have additional social or environmental features. So, when you choose us as your insurer, your premium automatically does some good.

## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect Your privacy and how to make a complaint or access our dispute resolution service.

### General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit [insurancecode.org.au](http://insurancecode.org.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

### Privacy

We take the security of Your personal information seriously.

We will collect personal information directly from You when You deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to You, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose Your personal information overseas. When we do this, we ensure Your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at [qbe.com/au/about/governance/privacy-policy](http://qbe.com/au/about/governance/privacy-policy)

If You would like to access or correct Your personal information please contact us at [customercare@qbe.com](mailto:customercare@qbe.com) or on 1300 650 503.

### Complaints

We're here to help. If You're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

#### Step 1 – Talk to us

Your first step is to get in touch with the team looking after Your Policy, direct debit, or claim. You'll find their contact details on Your policy documents, letters, or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to [qbe.com/au](http://qbe.com/au)

#### Step 2 – Customer Relations

If Your complaint isn't resolved by the team looking after Your Policy, direct debit, or Claim, You can ask them to refer Your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review Your complaint independently and provide You with our final decision.

You can also contact the Customer Relations team directly:

<b>Phone:</b>	1300 650 503
<b>Fax:</b>	(02) 8227 8594
<b>Email:</b>	<a href="mailto:complaints@qbe.com">complaints@qbe.com</a>
<b>Post:</b>	GPO Box 219, Parramatta NSW 2124

#### Step 3 – Still not resolved?

If we're unable to resolve Your complaint to Your satisfaction within a reasonable time, or You're not happy with our final decision, You can refer Your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

<b>Phone:</b>	1800 931 678
<b>Email:</b>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
<b>Post:</b>	GPO Box 3, Melbourne VIC 3001

AFCA will inform You if Your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit [afca.org.au](http://afca.org.au)

#### More information

You can find more information about how we deal with complaints on our website at [qbe.com/au](http://qbe.com/au) or You can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

#### Complaints just about privacy

If You're not happy with how we've handled Your personal information, call us on 1300 650 503 or email us at [customercare@qbe.com](mailto:customercare@qbe.com). If You're not satisfied with our response, You can contact the Office of the Australian Information Commissioner (OAIC):

<b>Phone:</b>	1300 363 992
<b>Email:</b>	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
<b>Post:</b>	GPO Box 5218, Sydney NSW 2001

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement

QBE Insurance (Australia) Ltd ABN 78 003 191 035 ('We', 'Us' or 'Our' or 'The Company') in consideration of the payment of the premium and in reliance upon the information provided by You including any proposal which is agreed to be the basis of and incorporated into this Policy, agrees to the extent and in the manner provided in this Policy, to pay on behalf of You all sums which You shall become legally liable to pay or by final judgement be adjudged to pay, up to but not exceeding the amounts specified in the Schedule, to any person or persons as compensatory damages:

- (a) for bodily injury including death at any time resulting therefrom; or
- (b) for loss of or damage to property of others.

Arising out of an accident occurring during the period of insurance specified in the Policy Schedule and in the circumstances described in Sections 1, 2 and 3 below provided that cover for any Section is only available if an amount is shown against that Section in the Policy Schedule.

### Preamble

Headings are inserted for the purpose of convenient reference only and are not to be deemed part of the Policy.

Certain word and phrases used in this Policy have special meanings which can be found later in this section under 'Words with special meanings'.

### Proportions

In the case of co-insurance, the additional insurer/s will be shown on the Policy Schedule along with the proportions underwritten by each of the insurers and the expression 'We', 'Us' or 'Our' or 'The Company' shall refer to the insurers collectively. Should any amount become payable under this Policy, the insurers shall not be jointly liable but shall pay to or on behalf of You their respective proportions of the amount payable and no more.

### Paying Your premium

Your Debit Note and Policy set out Your premium, its due date and how You've chosen to pay it.

You must pay Your premium by the due date shown on Your Policy Schedule. If we don't receive Your premium by the date, or if Your payment is dishonoured, Your Policy may be cancelled and we'll write to You to let You know when this will happen.

### Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or Term	Meaning
Accident	means an accident or series of accidents arising out of one event or occurrence.
Air Meet	includes a formal or informal, pre-arranged gathering of aircraft, pilots and passengers for recreational or social purposes and may include members of the public.

Word or Term	Meaning
Air Race	includes a formal or informal, pre-arranged gathering of aircraft and pilots for recreational or competitive sports racing events and may include members of the public.
Air Show	means a public or private exhibition of aircraft and aviation skills and includes static air shows where aircraft are parked on the ground only.
Bodily Injury	bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury.
Data	any information, text, figures, voice, images or any machine-readable data, software or programs including any person's or organisation's confidential, proprietary, or personal information.
Data Event	any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Data.
Flight	the term 'in flight' means the time commencing with the actual take off run of the aircraft and continuing until it has completed its landing run.
Ground	means while the Aircraft is not in Flight but includes whilst Taxiing as defined.
Period of insurance	the period this Policy operates for as shown on Your Policy Schedule.
Premium	what You pay us to insure You. It's the cost of this Policy.
Property Damage	means loss of or damage to the property of others.
Policy Schedule	Schedule attaching to and forming part of the Policy.
Statutory Requirements	includes all legislation and delegated legislation (including applicable legislation and delegated legislation of another country) and orders, rules, directions, notices, approvals, certificates and licences issued by a competent authority.
Taxiing	movement of the Aircraft under its own power other than in Flight as defined above. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
You, your, yours, Insured	the person(s), company(ies) or firm(s) named on the current Policy Schedule.
We, Our, Us, The Company	QBE Insurance (Australia) Limited ABN 78 003 191 035.

## Section 1: Liability for airfield premises

### Coverage

1. This section covers liability arising from bodily injury or property damage:
  - (a) in or about the premises specified in the Policy Schedule, as a direct result of the services granted by You;
  - (b) elsewhere in the course of any work or in the performance of any duties carried out by You or Your employees in connection with the business or operations specified in the Policy Schedule;

caused by the fault or negligence of You or any of Your employees engaged in Your business or by any defect in Your premises, ways, works, machinery or plant used in Your business.

### Exclusions applicable to section 1

2. This Section does not cover:
  - (a) Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; while being handled, serviced or maintained by, You or any servant of You, but this exclusion shall be deemed not to apply to vehicles that are not the property of You while on the premises specified in the Policy Schedule;
  - (b) Bodily injury or property damage caused by:
    - (i) any mechanically propelled vehicle which You may cause or permit any other person to use on the road in a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no law exists, while the vehicle is on any public highway;
    - (ii) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of You, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this Policy, whether this Section is insured or not;
  - (c) Bodily injury or property damage arising out of any Air Meet, Air Race or Air Show, nor any stand involved for the accommodation of spectators, unless previously agreed by Us;
  - (d) Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways or Installations by You or Your contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Us;
  - (e) Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by You or Your employees after the goods or products have ceased to be in the possession or under the control You, but this exclusion shall be deemed not to apply to the supply, by You, of food or drink at the premises specified in the Policy Schedule;
  - (f) Loss of or damage to stock and/or merchandise of any description;
  - (g) Liability for bodily injury or damage to property imposed by Part 3-5 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

## Section 2: Liability for aircraft in care, custody or control

### Coverage

1. This section covers liability arising from loss of or damage to Aircraft or Aircraft equipment, not owned, rented or leased by You, while on the ground or during a test flight and while in the care, custody or control of or while being serviced, handled or maintained by You or a servant of You.

### Exclusions Applicable to Section 2

2. This Section does not cover:
  - (a) Loss of or damage to wearing apparel, personal effects or merchandise of any description;
  - (b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to You;
  - (c) Liability for bodily injury or damage to property imposed by Part 3-5 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

## Section 3: Liability for aircraft maintenance, sales or repairs

### Coverage

1. This section covers liability arising from bodily injury or property damage:
  - (a) arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by You or Your employees, but only in respect of goods or products which form part of or are used in conjunction with Aircraft, and then only after the goods or products have ceased to be in the possession or under Your control;
  - (b) for which You are liable under Part 3-5 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), except as a deemed manufacturer pursuant to the provisions of that Act.

### Exclusions Applicable to Section 3

2. This Section does not cover liability for:
  - (a) Damage to Your property or to property within Your care, custody or control;
  - (b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by You or any defective part or parts;
  - (c) Loss arising out of improper or inadequate performance, design, construction or specification but this exclusion shall be deemed not to apply to resulting bodily injury or property damage claims;
  - (d) Loss of use of any Aircraft not actually lost or damaged in an accident resulting in a claim under this section;
  - (e) Loss or damage arising from the withdrawal of Flight operations of any Aircraft due to a mandatory order of an authority responsible for Civil Aviation because of an existing, alleged or suspected defect, fault or condition.

## Section 4: (A) General Exclusions applicable to all Sections of this Policy

### This policy does not cover

#### Workers' Compensation

1. Liability for Bodily injury to any person, who at the time of sustaining such injury is engaged in the service of You or acting on Your behalf or liability for which You or their insurer may be held liable under any workers' compensation, employees' compensation, accident compensation or any similar law other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation.

#### Faulty workmanship

2. The cost of making good any faulty workmanship or replacing defective materials for which You, Your employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of faulty workmanship).

#### Contract

3. Liability assumed by You by agreement under any contract unless the liability would have attached to You even in the absence of such agreement.

#### War, hijacking and other perils

4. Claims caused by:
  - (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military, or usurped power or attempts at usurpation of power;
  - (b) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - (c) strikes, riots, civil commotions or labour disturbances;
  - (d) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
  - (e) any malicious act or act of sabotage;
  - (f) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority; or (g) hijacking or any unlawful seizure or wrongful exercise of control of an aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board an aircraft acting without the consent of the Insured.

Additionally, this Policy does not cover claims arising while the Aircraft is outside Your control by reason of any of the above perils.

The Aircraft is considered to have been restored to Your control on the safe return of the Aircraft to You at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (safe return requires that the Aircraft be parked with engines shut down and under no duress).

#### Control tower

5. Liability arising out of the operation of an airfield control tower unless previously agreed by Us.

#### Other sections

6. Liability which is or would be covered under any other Section of the Policy, whether such other section is insured or not.



### Nuclear risks

7. Claims directly or indirectly occasioned by, happening through or in consequence of:
- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
  - (b) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

### Punitive damages

8. Liability to pay punitive, exemplary or aggravated damages.

### Environmental risks

- 9.
- (a) Claims directly or indirectly occasioned by, happening through or in consequence of:
    - (i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
    - (ii) pollution and contamination of any kind whatsoever;
    - (iii) electrical and electromagnetic interference;
    - (iv) interference with the use of property, unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation not otherwise excluded under this Policy.
  - (b) With respect to any provision in the Policy concerning any duty of Us to investigate or defend claims, the provision shall not apply and We shall not be required to defend:
    - (i) claims excluded by this exclusion; or
    - (ii) a claim or claims covered by the Policy when combined with any claims excluded by this exclusion (referred to below as 'Combined Claims').
  - (c) In respect of any Combined Claims, We shall (subject to proof of loss and the limits of the Policy) reimburse You for that portion of the following items which may be allocated to the claims covered by the Policy:
    - (i) damages awarded against You; and
    - (ii) defence fees and expenses incurred by You.

### Agricultural chemicals

10. Liability arising out of the possession, handling, storage, sale, dealing in or distribution (by aircraft or otherwise) of agricultural fertilizers, chemicals, herbicides and/or insecticides.

### Professional indemnity

11. Liability arising out of the provision of advice, the failure to advise or any breach of any professional duty owed by You or by Your employees, agents or contractors.

### US risks

12. Liability arising out of, created or determined by the laws, statutes or tribunals of the United States of America.

Further to Section 4: (A), Clause (12), this policy does not cover and will not respond to legal liability to third parties resulting in legal proceedings, claims, demands or disputes arising in jurisdictions other than those referred to in the geographical limits set out in the Policy Schedule.

### Contribution and other insurance

13. When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

### Sanctions and Embargo Clause

14. Notwithstanding anything to the contrary in the Policy the following shall apply:
- (a) If, by virtue of any law or regulation which is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to You is or would be unlawful because it breaches an embargo or sanction, We shall provide no coverage and have no liability whatsoever nor provide any defence to You or make any payment of defence costs or provide any form of security on Your behalf, to the extent that it would be in breach of such law or regulation.
  - (b) In circumstances where it is lawful for Us provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then We will take all reasonable measures to obtain the necessary authorisation to make such payment.
  - (c) In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of Us to provide coverage as specified in paragraph one, then both You and Us shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by Us a minimum of 30 days notice in writing be given. In the event of cancellation by either You or Us, We shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to Us, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by Us shall be effective even though We make no payment or tender of return premium.

### Laws impacting cover

15. We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is unlawful for us to do so.

**Data Event**

16. To any loss, damage, expense or liability arising out of a Data Event.

This exclusion does not apply to:

- (a) physical loss of or physical damage to an aircraft or spares and equipment; and/or
- (b) bodily injury and/or property damage caused by an aircraft accident; and/or
- (c) bodily injury and/or damage to tangible property including resultant loss of use of such property arising out of Your aviation operations caused other than by an aircraft accident.

For the purpose of sub-paragraphs (b) and (c):

- (i) solely;
- (ii) Data shall not be considered as tangible property.

## Section 4: (B) General Conditions applicable to all sections of this Policy

You are required to act reasonably, and observe and fulfil the following Conditions, each of which may be conditions precedent to Our liability to make any payments under this Policy:

### Limit and legal costs

1. Our liability under any Section of this Policy shall not exceed the amount of indemnity stated in the Policy Schedule, less any amount specified in the Policy Schedule as a deductible.

We will also cover any legal costs and expenses (Legal Costs), incurred with Our written consent, in defending any action brought against You for compensatory damages (Claim) covered by Section 2, subject to the following:

- (a) should Your liability, or the amount paid or awarded in settlement of any Claim, exceed the Limit of Indemnity stated in the Policy Schedule;
- (b) Our liability for Legal Costs may be limited to the proportion of the Legal Costs as the Limit of Indemnity bears to the amount paid to dispose of the Claim.

### Claims procedure

2. Notice should be given as soon as possible of any event likely to result in a claim under this Policy. In all cases You are required to:
  - (a) Provide full particulars in writing of the event and forward as soon as possible notice of any claim with any letters or documents relating to the claim;
  - (b) give notice of any impending prosecution or inquiry;
  - (c) give all relevant information and do all things reasonably necessary, to assist Us and our agents in the investigation of an event likely to give rise to a claim under this Policy or in connection with any third party claim, proceeding or inquiry;
  - (d) do all things reasonably necessary to attend conferences and give evidence and/or instructions when requested by Us or our agents, and ensure that employees or other persons connected to You are required by Us to assist and give evidence (if so required) are available to do so;
  - (e) not act in any way to the detriment or prejudice Our interests;
  - (f) not make any admission of liability or payment or offer or promise of payment without Our written consent.

### Fraud

3. If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated We:
  - (a) will not be liable to pay the claim; and
  - (b) may recover from You any sums paid by Us to You in respect of the claim; and
  - (c) may cancel this Policy.

## Section 4: (C) General Conditions applicable to all sections of this Policy

It is a condition to the right that You will be indemnified under this Insurance that:

### Change in risk

1. If after this Insurance has been effected, the risks as disclosed at the commencement or renewal of this Policy or in the Policy Schedule, are materially altered.

Any alterations must be notified to Us, in writing as soon as reasonably practicable. Claims arising subsequent to the notification of any alteration in the risk may not be recoverable unless the alteration in the risk has been accepted by Us.

'Materially altered' means any change in the operation of the Insured, as disclosed to the Company at the commencement or renewal of this Policy, which might reasonably be regarded by the Company as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.

### Conduct of proceedings

2. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by You without consent from Us.

As to the conduct of proceedings:

- (a) We may assume responsibility for, conduct or prosecute (in the name of You, and for your own benefit) any claim, any claim for indemnity or damages or otherwise against any third party and will keep You informed as to the conduct of any negotiations or proceedings or the settlement of any claim;
- (b) Your reasonable assistance is to be provided to Us or Our agents.

### Due diligence

3. You shall at all times:
  - (a) exercise reasonable care in seeing that equipment, plant, machinery and appliances used in Your business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used; and
  - (b) employ personnel who are properly qualified and licensed for the duties they perform or, where permitted, are supervised by a properly qualified and licensed person and shall take reasonable steps to ensure competent personnel are employed in Your business.

### Compliance with statutory requirements

4. You shall comply with all Statutory Requirements which affect the maintenance, repair, inspection and safe operation of aircraft, the operation and conditions of places of work and the qualifications and supervision of engineers.

### Cross liability

5. The inclusion of more than one person as an Insured under this Policy shall not affect the rights under this Policy in respect of any claim brought by You or any other Insured, or by an employee of You or any other Insured. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, Our total liability in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Policy.

### Governing law

6. The laws of Australia govern this Policy. All disputes relating to this Policy will be subject to determination by any court of competent jurisdiction within Australia. This Policy shall be construed in accordance with Australian Law.

### References to Legislation

7. Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

## Section 5: Cancellation

This Policy may be cancelled by Us where You:

- fail to comply with the duty of the utmost good faith;
- make a misrepresentation to Us during negotiations prior to this issue of this Policy;
- fail to comply with a provision of this Policy;
- fail to pay the premium or any part or instalment of the premium;
- make a fraudulent claim under the Policy;
- make a fraudulent claim under some other policy of insurance (whether with Us or with some other insurer) that provides insurance cover during any part of the term of this Policy;
- fail to give Us written notice of a change in the circumstances or the nature of the risks which are covered by this Policy as soon as possible after the change.

This Policy may be cancelled by Us where We otherwise are lawfully entitled to cancel.

This Policy may be cancelled by Us or giving notice of cancellation which shall take effect at the earlier of the following times:

- at the time when another policy which replaces this Policy takes effect; or
- at 4:00 p.m. on the third business day after the day on which the notice was given to You.

If this Policy is cancelled by Us, We shall retain the earned premium for the period that this Policy has been in force calculated on a pro rata basis. Notice of cancellation by us shall be effective even though we make no payment or tender of a proportion of the premium.

This Policy may be cancelled at any time by You giving 15 days' notice in writing to Us. If cancelled by You a return premium shall be at the Aviation Cancellation Scale as follows:

Aviation Cancellation Return Premium Scale	
1 month on risk	80% return of annual premium
2 months on risk	70% return of annual premium
3 months on risk	60% return of annual premium
4 months on risk	50% return of annual premium
5 months on risk	40% return of annual premium
6 months on risk	30% return of annual premium
7 months on risk	25% return of annual premium
8 months on risk	20% return of annual premium
9 months on risk	15% return of annual premium

