



# Remotely Piloted Aircraft (RPA) Proposal Form

## IMPORTANT NOTICES

### Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract

You do not need to tell us anything that:

- Reduces the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

**If you do not tell us something:** If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you are not sure whether something is relevant, it's advisable that you inform us anyway.

### Don't Prevent Our Right of Recovery

This policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

### We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

### Insufficient Space in this Proposal Form

If there is insufficient space in this proposal form for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

### Sanctions

We are bound by legislation which over-rides the policy when it involves any individual, organisation and/or country listed in a sanctions list as generated by Australia, United States of America (USA), European Union (EU), and United Kingdom (UK). Consequently, all your operations are required to comply with all applicable sanctions legislation.

### Reasonable Care

You are required to ensure that all your aircraft and operations comply with the manufacturers' and regulatory recommendations and guidelines including (but not limited to) full compliance with any air navigation orders.

You must also take reasonable precautions to prevent injury and/or damage to third party property, prevent the manufacture and/or sale and/or supply of defective products, comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property. The same requirement applies to all your workers, servants and agents..

### Privacy Notice

We are bound by the Privacy Act and its associated Australian Privacy Principles (APPs) when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

### Sydney

Ph: +61 (02) 9950 4000

Fx: +61 (02) 9950 4001

### Sterling Insurance Pty Limited

ABN: 12 084 296 168, AFSL: 237880

[www.sterlinginsurance.com.au](http://www.sterlinginsurance.com.au)

PO Box R753, Royal Exchange NSW 1225



What is the total sum insured for Ground Equipment or Spares? \$

Please provide details of each item of Ground Equipment or Spares valued over \$20,000.

If more than 5 items please click the Paper-Clip to Open Excel Spreadsheet and send back with completed proposal form



Make and model	Serial Number	Insured value (\$)
1.		
2.		
3.		
4.		
5.		

**4. DETAILS OF INSURANCE REQUIRED**

- 1) Is Hull and Equipment coverage required? YES NO
- 2) Third Party legal liability limit (please tick applicable)
- \$1m      \$2m      \$5m      \$10m      \$20m      \$50m
- 3) What is the maximum number of RPAs flying at any one time?
- 4) Do you have a preferred Deductible for Hull and Equipment?  
(i.e. the deductible is a % of the Sum Insured per item/RPA)
- 10%      15%      20%      25%      30%      35%      40%

**5. PURPOSE OF USE**

	What % of use is for:				
	RPA1	RPA2	RPA3	RPA4	RPA5
Aerial surveying / photography / spotting					
Advertising					
Security / Surveillance					
Power line inspection					
Training					
Agriculture spraying					
Sporting events/festivals					
In controlled Airspace					

- a) Will any RPA be used outside of Australia or New Zealand YES NO

## **6. OPERATION OF THE REMOTELY PILOTED AIRCRAFT (RPA)**

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Does the operator meet all the following (as applicable for Australian or New Zealand jurisdiction)      YES      NO

- (a) During the period of insurance, the RPA operator is required to hold every permission, licence and certificate legally required to perform the activities covered in each country in which they operate (where applicable). Where specific permissions / licences / certification is / are not required for the activities covered in a particular country the RPA operator is to comply with the regulations / requirements for RPA operations in that country.
- (b) Any RPA operator undergoing a flight assessment and / or examination which forms part of their continuation flying is to be supervised by a training course examiner / instructor at all times.
- (c) You shall comply with all international and national regulation, with air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the RPA, and shall ensure that:
  - (i) The RPA is airworthy at the commencement of each flight;
  - (ii) All logbooks and other records in connection with the RPA which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the insurer or their agents on request;
  - (iii) Your employees and agents comply with such orders and requirements.

## **7. OPTIONAL EXTENSIONS:**

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Please advise:

- |  |     |    |
|--|-----|----|
| 1) Malicious Acts, Hi-jack and Strikes. Extended cover for physical loss of or damage to your drone and equipment. | YES | NO |
| 2) Alternative Hire Costs. Costs to hire an alternative drone if your drone is damaged.                            | YES | NO |
| 3) Liability to Drone Operators. Your liability to insured drone's Pilots.   | YES | NO |
| 4) Chemical Legal Liability. Your liability arising from the application of chemicals from your drone.             | YES | NO |
| 5) Cargo Legal Liability. Your liability arising from the carriage of cargo in your drone.                         | YES | NO |
| 6) Cyber Extension, Loss of Digital Assets. Reconstitution costs for digital assets                                | YES | NO |

## **8. CLAIMS/LOSS EXPERIENCE & PROFESSIONAL CONDUCT**

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- a) After investigation, are there any circumstances for which you in the past 5 years:
  - i. Were fined or required to pay a penalty?      YES      NO
  - ii. Could be required to pay a fine or penalty?      YES      NO
- b) After investigation, have any Principals or staff members ever been subject to disciplinary proceedings for professional misconduct?      YES      NO

If "YES" to a) or b), please provide full details:

- c) After investigation, have there been any claims &/or uninsured losses, &/or circumstances of which could give rise to a claim? YES    NO

If "YES", please complete the table below:

Date of Loss	Details of the claim/loss or circumstance (incl. the cause, the activity, & when it was reported)	Is the claim Open or Closed?	Total Amount of Loss (i.e. Amount Paid and Outstanding)	Excess
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$

### 9. PREVIOUS INSURANCE & OTHER HISTORY

Have you ever had any:

- |  |     |    |
|--|-----|----|
| a) Insurance declined or cancelled?  | YES | NO |
| b) Renewal refused?  | YES | NO |
| c) Special conditions imposed on your insurance?   | YES | NO |
| d) Increased excess imposed on your insurance?   | YES | NO |
| e) Claims denied for this class of insurance?  | YES | NO |
| f) Criminal charges &/or convictions?  | YES | NO |
| g) Financial trouble resulting in an administrator being appointed &/or being declared bankrupt? | YES | NO |

If "YES" to any of the above, please provide full details:

*If more space required, please complete on Page 6: Additional Information*

### 10. DECLARATION

I/We

- a) declare that:
  - i. I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
  - ii. the answers and information given by me/us in this Proposal are true and correct in all respects;
  - iii. no information has been withheld that would affect the underwriter's decision to accept this Proposal;
  - iv. where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- b) authorise the Underwriters to give to or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.
- c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Policy.
- d) acknowledge that the Underwriters and their agents reserve the right to decline this Proposal.
- e) acknowledge that this policy and Underwriters are bound by any sanctions list (including associated legislation) generated in Australia, US, EU and/or UK.

Proposer's Signature:

Date: / /

Proposer's Title:

**11. ADDITIONAL INFORMATION**

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Please use this space for any other Additional Information: