



QBE Insurance (Australia) Limited

Aviation

Aircraft Aerial Application 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

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 impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way we help in enabling a more resilient future.

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

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

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

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

If you would like to access or correct your personal information please contact us at customer@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

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:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	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.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	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

More information

You can find more information about how we deal with complaints on our website at 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 customer@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, 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) Limited ABN 78 003 191 035 ("We", "Us", "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 insure against liability for Bodily Injury or Property Damage arising out of an Occurrence during the Period of Insurance to the extent and manner provided in this Policy.

Preamble

Headings are inserted for the purpose of convenient reference only and are not to be considered 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 Schedule to the Policy along with the proportions underwritten by each of the insurers and the expression "We", "Us", "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
Aerial Application	means the intentional spraying, spreading or dropping of any chemical, fertilizer, seed or baits from the Aircraft in flight.
Aircraft	means the aircraft specified in the Policy Schedule or any additional aircraft added to the Policy.
Australia	means continental Australia and extending 50 miles into territorial waters, external territories (excluding Australian Antarctic Territory, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories).

Word or Term	Meaning
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.
Occurrence	means either an accident or continuous or repeated exposure to conditions which unexpectedly and unintentionally cause Bodily Injury or Property Damage during the Period of Insurance. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one Occurrence. Furthermore, all spraying or spreading of one type of agricultural chemical for one farmer/grower/occupier/owner during one calendar day shall be deemed as one Occurrence.
Period of Insurance	the period this Policy operates for as shown on Your Policy Schedule.
Property Damage	means physical damage to or destruction of tangible property including loss of use thereof at any time resulting therefrom.
Policy Schedule	Schedule attaching to and forming part of this Policy.
You, your, yours, Insured	the person(s), company(ies) or firm(s) named on the current Policy Schedule and includes any partner, executive officer, director or employee if the named Insured is a corporation but only while acting in the scope of their duties and any properly qualified and licensed pilot operating an aircraft specified in the Policy Schedule on behalf of You and who complies with any special requirements shown on the Policy Schedule.
We, Our, Us, The Company	QBE Insurance (Australia) Limited ABN 78 003 191 035.
<p>In this Policy:</p> <ul style="list-style-type: none"> (i) singular shall include the plural; and (ii) headings shall not be used in the construction of this Policy. <p>For the purposes of this Policy, where an Insured is a corporation, You shall be affixed with the knowledge and consent and bound by the acts of the directors, chief executive officer, managing director or other person responsible for the management of the corporation.</p>	

Section 1: Coverage

We will indemnify You for all sums which You become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against You) in respect of Bodily Injury or Property Damage arising out of an Occurrence caused directly by Aerial Application by an Aircraft specified in the Policy Schedule while operated by You and flown by a pilot specified in the Policy Schedule.

1. Supplementary Payments

For claims covered by the Policy, We will:

- (a) defend in Your name, and on Your behalf, any action for compensatory damages against You alleging Bodily Injury or Property Damage but We shall be under no obligation to defray any defence costs or to defend any action against You based on claims not covered by the Policy;
- (b) pay expenses incurred by You for immediate medical and surgical relief to others as shall be imperative at the time of the Occurrence;
- (c) defray any defence costs incurred by Us, or with Our written consent, in defending any action which may be brought against You in respect of any claim covered by the Policy, but should the amount paid or awarded for a claim (including interest and costs) exceed the limit of liability specified in the Policy Schedule then Our liability in respect of such defence costs shall be limited to that proportion of the defence costs which the limit of liability bears to the amount paid in compensatory damages (including interest and costs);
- (d) notwithstanding any of the above, We shall have the right to tender the applicable limit of liability stated in the Policy Schedule in settlement of a claim if We consider it reasonably appropriate to do so. In this event Our obligations under this Policy will cease as regards that claim.

2. Automatic Insurance of Acquired Aircraft

If You acquire ownership of another aircraft of similar type and notifies Us within 30 days following delivery to You, the insurance under this Policy will apply to that aircraft from the delivery date, provided You pay the additional premium We may require.

The automatic coverage as defined in the paragraph above does not apply:

- (a) 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); or
- (b) if the delivery date is prior to the effective date of this Policy, cover shall apply from the date at which the Period of Insurance is shown to commence in the Policy Schedule.

3. Territory of Use

This Policy applies only while an Aircraft specified in the Policy Schedule is within Australia or any other territory as specified in the Policy Schedule.

4. Two or more Aircraft

When two or more Aircraft are specified in the Policy Schedule the terms of this Policy shall apply separately to each.

5. Deductible

It is understood and agreed that in the event of a claim arising in respect of Property Damage resulting from Aerial Application:

- (a) You shall pay the amount of the Deductible shown in the Policy Schedule for each and every Occurrence; and
- (b) You shall remit to Us, the Deductible (either in whole or in part, to be advised by Us) which We will use in settlement of any claim(s) covered under the Policy.
 - (i) Sums collected from You under this Deductible provision (# (b) above) shall be used solely for the purpose of extinguishing, in good faith, claims brought against You and payment of legal and other costs, in in agreement with an authority to settle the claim upon Us.
 - (ii) All sums collected from You by Us as required by this Deductible obligation, which are not ultimately applied for settlement of outstanding claims and costs shall be returned to You by Us without interest or other charges.

Section 2: General exclusions applicable to all Sections of this Policy

This Policy does not cover:

Purpose of Use

1. The use of an aircraft for any purpose other than those uses described in the Policy Schedule or while the Aircraft is neither owned, operated nor in the physical or legal care, custody or control of You.

Pilots

2. Liability incurred while an aircraft is being flown by any person other than as specified in the Policy Schedule.

Property of You

3. Liability for damage to any property owned or occupied by or rented to You or any property in the physical or legal care, control or custody of You.

Deliberate spraying

4. Liability for damage to any crops, pastures, trees, vines or tangible property to which the Aerial Application is deliberately made whether in error or not.

Farmer/Owner's property

5. Liability for injury or damage to any person or anything in, on or pertaining to, land or water owned leased or occupied by the person for whom Aerial Application is being performed by You.

Contract

6. Liability to others assumed by You under any contract or agreement, oral or written, unless the liability would have attached to You in the absence of such contract or agreement.

Employees

7. Liability for injury or loss sustained by any of Your director(s) or employee (s) or partner(s) in Your business whilst acting in the course of their employment with You.

Workers' Compensation

8. Liability for Bodily injury to any person, who at the time of sustaining such injury is engaged in Your service 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.

Crew

9. Liability for injury or loss sustained by any passenger or any pilot or any member of the crew whilst acting in their capacity as such or while engaged in the operation of the Aircraft.

Professional Duty

10. Liability arising out of a breach of any professional duty owed by You, Your employees, or agents.

Subcontractors

11. Liability arising from any work undertaken by the Your subcontractors.

Loss of Chemicals etc

12. Liability for any chemical, fertilizer, seed, or baits lost, damaged or destroyed as a result of the dumping of such product or arising out of any crash, fire, explosion or collision of an aircraft.

Residential area

13. The application of any chemical within any zoned residential area unless specifically endorsed in the Policy Schedule.

Liability of farmer/owner

14. Liability of the farmer, grower, occupier or owner unless specifically included in the Policy Schedule or by endorsement in the Policy Schedule as an additional insured and the appropriate additional premium is paid.

Prohibited chemicals

15. Liability caused by, or resulting from, the use of:
 - (a) inorganic arsenical preparations or compounds such as sodium arsenate, sodium arsenite and the like and/or dust formulations of defoliants or desiccants; or
 - (b) endosulphin provided however, this exclusion shall not apply when spraying is being conducted on cotton crops, but shall apply if such cotton crops are used as animal feed.

Chemical manufacturer's recommendations

16. Liability caused by, or resulting from, the use of unregistered or prohibited chemical or by non-compliance by You with any manufacturer's printed directions, any Federal or State laws, regulations or the requirements or directions of any appropriate authority in respect of the chemical or seed being applied.

Exemplary damages

17. Aggravated, exemplary or punitive damages.

Financial or economic loss

18. Any financial or economic loss which is not directly referable to the Aerial Application.

War, hijacking and other perils

19. Liability arising from:

- (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 Your consent.

Additionally, this Policy does not cover claims arising while an aircraft is outside Your control by reason of any of the above perils. An aircraft shall be deemed 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 the Aircraft be parked with engines shut down and under no duress).

Environmental risks

20. Claims directly or indirectly occasioned by, happening through or in consequence of:

- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
- (b) light or reflection from, or the presence or proximity of, an aircraft;
- (c) electrical and electromagnetic interference; or
- (d) interference with the use of property.

We shall not be required to investigate or defend any claim excluded by this exclusion or a claim or claims covered by the Policy when combined with any claims excluded (referred to below as Combined Claims).

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 costs and expenses incurred by You.

Nuclear Risks

21. 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.

Operation of aircraft

22. Liability arising out of the ownership, maintenance or operation by You of an aircraft provided however, this exclusion shall not apply to Aerial Application from an aircraft while operated by You and/or pilots authorised by You and described in the Policy Schedule, during the Period of Insurance.

Liability to another insured

23. The liability of one Insured to another Insured.

Sanctions and Embargo Clause

24. 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 1, 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

25. 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

26. 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 3: 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.

Claims notification

1.
 - (a) It is a condition of this Policy that as soon as reasonably practicable upon the You or Your employee's, agent or representative, becoming aware of the happening of an Occurrence likely to cause a claim, notice shall be given to Us by You or on Your behalf.
 - (b) Timely notice of a potential claim(s), or an Occurrence, with the effect of exposure of plants and animals to chemicals, is acknowledged by You to be essential for the effective investigation of any claim. Failure by You to provide Us with Notice as soon as reasonably practicable upon the happening of an Occurrence may cause substantial prejudice to Our investigation and response to any claim(s) which may ensue.

Notice of claim or suit

2. If a claim is made or suit is brought against You, You shall forward to Us, as soon as reasonably practicable, every demand, notice, summons or other process received by You or Your representatives. Until indemnity is confirmed, or a payment made under the Policy, all steps by or on Our behalf with respect to any claim(s) shall be on a reservation of rights basis.

Conduct of proceedings

3.
 - (a) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by You except for immediate medical or surgical relief to others as shall be imperative at the time of Occurrence, without Our written consent.
 - (b) As to the conduct of proceedings:
 - (i) 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;
 - (ii) Your reasonable assistance is to be provided to Us or Our agents.

Compliance

4. You shall comply with all statutory requirements and all regulations, orders, directions, notices, and approvals which affect Aerial Application, safety or the maintenance or operation of the Aircraft and shall ensure:
 - (i) the Aircraft is airworthy at the commencement of each flight;
 - (ii) all log books, maintenance releases, and other records associated with the Aircraft which are required from time to time shall be kept up to date and shall be produced to Us or Our agents on request; and

(iii) your employees and agents, aircraft operators, aircraft hirers, and the pilot in command likewise comply.

(iv) where reasonably practicable, You will endeavour in the course of Your business to use and obtain from any contracting farmer, grower, occupier or owner a duly completed Aerial Application Spray Request form for Aerial Application work to be performed by You for the farmer, grower, occupier or owner.

Change in risk

5. 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 or in the Policy Schedule, which might reasonably be regarded by the Company as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.

Assignment

6.
 - (a) This Policy shall not be assigned either in whole or in part except with Our consent, to be verified by Endorsement signed on Our behalf and issued to form part of this Policy.
 - (b) In the event of Your death or You being adjudged bankrupt or insolvent, within the Policy period, if written notice is given to Us within 30 days after the date of death or adjudication, and the Policy is not cancelled, it is agreed that the Policy will cover:
 - (i) Your legal representative; and
 - (ii) any person having proper temporary custody of the Aircraft,

as an Insured, until the appointment and qualification of the legal representative, limited to a period of no more than 30 days after the date of such death or adjudication.

Contribution and other insurance

7.
 - (a) 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.
 - (b) 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).

Limit and legal costs

- 8.
- (a) 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.
 - (b) 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 1, subject to the following:
 - (i) should Your liability, or the amount paid or awarded in settlement of any Claim, exceed the Limit of Indemnity stated in the Policy Schedule;
 - (ii) 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.

Fraud

- 9.
- (a) If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated We:
 - (i) will not be liable to pay the claim; and
 - (ii) may recover from You any sums paid by Us to You in respect of the claim; and
 - (iii) may cancel this Policy.

Flight Manual

10. You shall ensure that the Aircraft used in the course of Aerial Application does not exceed the maximum take-off weight specified in, or calculated in accordance with, the provisions of the approved flight manual for the Aircraft, and does not take off or land on a landing area that does not comply with the requirements of the approved flight manual.

Jurisdiction, law and practice

11. 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.

References to Legislation

12. 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 4: Cancellation

1. This Policy may be cancelled by Us:
 - (a) where You fail to comply with the duty of the utmost good faith;
 - (b) where You make a misrepresentation to Us during negotiations prior to this issue of this Policy;
 - (c) where You fail to comply with a provision of this Policy;
 - (d) where You fail to pay the premium or any part or instalment of the premium;
 - (e) where You make a fraudulent claim under the Policy;
 - (f) where You 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;
 - (g) where You fail to give Us written notice of a change in the circumstances or the nature of the risks which are covered by this Policy; or
 - (h) where We otherwise are lawfully entitled to cancel.
2. This Policy may be cancelled by Us or Our agents giving notice of cancellation which shall take effect at the earlier of the following times:
 - (a) at the time when another policy which replaces this Policy takes effect; or
 - (b) at 4.00 p.m. on the third business day after the day on which the notice was given to You.
3. If this Policy is cancelled by Us You 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. There will be no return premium in the event that any claim is paid or is payable under this Policy.
4. 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 Scale	
1 month on risk	20% of annual premium
2 months on risk	30% of annual premium
3 months on risk	40% of annual premium
4 months on risk	50% of annual premium
5 months on risk	60% of annual premium
6 months on risk	70% of annual premium
7 months on risk	75% of annual premium
8 months on risk	80% of annual premium
9 months on risk	85% of annual premium

There will be no return premium in the event that any claim is paid or is payable under this Policy.

