



QBE Insurance (Australia) Limited

Aviation

Non-ownership Liability Insurance 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 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

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 customercare@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) Ltd 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 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 Policy 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 this Policy.

Certain words 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', '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.

When we say	We mean
Accident	any one accident or series of accidents arising out of one event or occurrence.
Aircraft	an Aircraft described in the Policy Schedule which is not Your property that You may be using with the permission of the owner while in Your care custody or control. Subject always to the Aircraft having no greater seating capacity than declared in the Policy Schedule.
Australia	continental Australia and extending 50 miles into territorial waters, external territories (excluding Australian Antarctica, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories).
Bodily Injury	bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury.
Compensatory Damages	does not include punitive, exemplary or aggravated damages.
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	from the time the Aircraft moves forward in taking off or attempting to take off, while in the air, and until the Aircraft completes its landing run. A rotary-wing Aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
Ground	while the Aircraft is not in Flight or Taxiing or Moored as defined.
Legal proceedings	means an activity that seeks to settle an argument in a court of law.
Moored	in the case of Aircraft designed to land on water, while the Aircraft is afloat and is not in Flight or Taxiing as defined and includes the risks of launching and hauling up.

When we say	We mean
Passenger	includes a student pilot or pilot undergoing instruction and excludes any pilot who is responsible for providing instruction or supervision to another pilot.
Period of insurance	the period this Policy operates for as shown on Your Policy Schedule.
Policy Schedule	schedule attaching to and forming part of the Policy.
Property Damage	means loss of or damage to the property of others.
Premium	what You pay Us to insure you. It's the cost of this Policy.
Security interest	a security interest as defined in Section 12 of the <i>Personal Property Securities Act 2009</i> (Cth).
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.
Uses:	
Business	the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
Commercial	the uses stated in Private Pleasure and Business and use for the carriage by You of Passengers, baggage accompanying Passengers and cargo for hire or reward.
Private Pleasure	<p>use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.</p> <p>Provided always that definitions 'Business', 'Commercial', and 'Private Pleasure' constitute Standard Uses and do not include instruction, hunting, mustering, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, testing of new parts (other than replaced parts), new devices or new designs, and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated in the Policy Schedule under SPECIAL USES.</p>
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: Legal Liability for Loss of or Damage to Aircraft

1. Coverage

We will indemnify You for all sums which You shall become legally liable to pay, and shall pay, as Compensatory Damages (including costs awarded against You) in respect of accidental loss of or damage to the Aircraft.

2. Exclusions applicable to Section 1

This Policy shall not cover any liability for loss or damage to any Aircraft owned by You or any person Insured under this Policy or in which You or any such person has any proprietary or Security Interest.

See also Section 4.

Section 2: Legal Liability to Third Parties (Other Than Passengers)

1. Coverage

We will indemnify You for all sums which You shall become legally liable to pay, and shall pay, as Compensatory Damages (including costs awarded against You) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling from the Aircraft.

2. Exclusions applicable to Section 2

We shall not be liable for:

Operational crew

Injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew while engaged in the operation of the Aircraft.

Passengers

Injury (fatal or otherwise) or loss sustained by any Passenger while entering, on board, or alighting from the Aircraft.

Property

Loss of or damage to any property (other than the Aircraft if covered under Section 1) belonging to or in Your care, custody or control.

See also Section 4.

Section 3: Legal Liability to Passengers

1. Coverage

We will indemnify You in respect of all sums which You shall become legally liable to pay, and shall pay, as Compensatory Damages (including costs awarded against You) in respect of:

- (a) accidental bodily injury (fatal or otherwise) to Passengers while entering, on board, or alighting from the Aircraft; and
- (b) loss of or damage to baggage and personal articles of Passengers arising out of an Accident to the Aircraft.

PROVIDED ALWAYS THAT:

Documentary precautions

- (i) before a Passenger boards the Aircraft, You shall take such measures as are reasonably necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law;
- (ii) if the measures referred to in proviso (i) above include the issue of a Passenger ticket/baggage check, the same shall be delivered correctly completed to the Passenger a reasonable time before the Passenger boards the Aircraft.

Effect of non-compliance

In the event of failure to comply with proviso (i) or (ii) Our liability under this Section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with.

2. Exclusions applicable to Section 3

We shall not be liable for:

- (a) operational crew: injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other operational crew while engaged in the operation of the Aircraft;
- (b) any liability to Passengers under the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) or the corresponding Act of any Australian State or Territory in force from time to time unless such cover is endorsed on this Policy.

See also Section 4.

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

This Policy does not cover:

Employee and others

1. To injury (fatal or otherwise) or loss sustained by any director or employee of You or partner in Your business while acting in the course of their employment with or duties for You injury.

Workers' Compensation

2. To any liability for injury (fatal or otherwise) or loss under or by reason of any workers' compensation, employees' compensation, Accident compensation or similar legislation other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation.

Illegal uses

3. While the Aircraft is being used for any illegal purpose or for any purpose other than those stated in the Policy Schedule.

Geographical limits

4. While the Aircraft is outside the geographical limits stated in the Policy Schedule unless due to force majeure.

Pilots

5. While the Aircraft is being piloted by any person other than as stated in the Policy Schedule except that the Aircraft may be operated on the Ground by any person competent for that purpose.

Transportation by other conveyance

6. While the Aircraft is being transported by any means of conveyance except as the result of an Accident causing a claim under Section 1 of this Policy.

Landing and take-off areas

7. While the Aircraft is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the Aircraft except as a result of force majeure.

Contractual liability

8. To liability assumed or rights waived by You under any agreement (other than a Passenger ticket/baggage check issued under Section 3, subsection (2) of this Policy) except to the extent that such liability would have attached to You in the absence of such agreement.
9. To liability assumed by an agreement which has the effect of waiving the limits of liability provided for under the *Civil Aviation (Carriers' Liability) Act 1959* (Cth) or the corresponding Act of any Australian State or Territory in force from time to time.

Number of Passengers

10. While the total number of Passengers being carried in the Aircraft exceeds the declared maximum number of Passengers stated in the Policy Schedule, except that if there is no violation of the Statutory Requirements as to Passenger seating capacity or the maximum allowable gross weight prescribed by the manufacturer of the Aircraft.

Where sub-paragraph 10 (above) applies, Our liability in respect of each Passenger shall be calculated by dividing the limit of Our liability in respect of Passengers for any one Accident (as stated in the Policy Schedule), by the number of Passengers actually in the Aircraft at the time of the Accident.

Other insurance

11. If any claim under this Policy is also covered in whole or in part by another policy or would but for the existence of this Policy be covered by another policy, except to the extent that the amount of any liability exceeds the amount payable under such other policy or policies, provided always that the Insurers shall not be liable to pay any amount in excess of any relevant amount specified in the Policy Schedule.

Nuclear risks

12. To loss of, or destruction of, or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of any nature directly or indirectly caused by, or contributed to by or arising from:
 - (a) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - (b) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

War, hijacking and other perils

13. To 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 acts 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;
 - (g) Hijacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured.

Furthermore, this Policy does not cover claims arising whilst the Aircraft is outside the control of You by reason of any of the above perils.

The Aircraft shall be deemed to have been restored to the control of You 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 (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

Noise and pollution

14. To 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) pollution and contamination of any kind whatsoever;
 - (c) electrical and electromagnetic interference;
 - (d) 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.
- With respect of any provision in the Policy concerning any duty of Us to investigate or defend claims, such provision shall not apply and We shall not be required to defend:
- (a) claims excluded by this exclusion; or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by this exclusion (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:
- (a) damages awarded against You; and
 - (b) defence fees and expenses incurred You.

Sanctions and Embargo Clause

15. 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

16. 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

17. 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.

Due diligence

1. You shall at all times use due diligence and do, and concur in doing, everything reasonably practicable to avoid accidents and to avoid or diminish any loss.

Compliance with statutory requirements

2. You shall comply with all Statutory Requirements which affect the safety or maintenance or operation of the Aircraft and shall ensure that:
 - (a) the Aircraft is airworthy at the commencement of each Flight;
 - (b) there is a current and valid maintenance release for the Aircraft;
 - (c) the employees and agents of the Insured comply with such orders and requirements.

Claims procedure

3. Notice should be given to Us as soon as possible of any event likely to cause 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.
4. You shall not make any admission of liability or payment or offer or promise of payment without Our written consent.

Section 4: (C) General Conditions Applicable to all Sections

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

Conduct of Proceedings

1. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by You without consent from Us;
2. As to the conduct of proceedings:
 - (a) We may assume responsibility for, conduct or prosecute (in Your name 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.

Subrogation

3. When We pay a claim under Your Policy, We have the right to exercise Your legal rights in Your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct and settlement of the recovery, including any legal defence. When We do any of these things in Your name, it will be at Our expense, however you'll need to give Us reasonable assistance. This may include following Our directions in relation to the conduct of any Legal Proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, You can seek an update on the status of proceedings, and We will consult You where appropriate.

When We pay a claim and some of the loss isn't covered by Your Policy, We may offer to try to recover that loss for You when We take any steps to recover the covered loss. We can only do so if You agree to give Us documents that support Your loss and agree with Us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for You, We need to take additional steps that We wouldn't otherwise need to take. We will talk to You about these steps before We take them.

If you've received a benefit under Your Policy that You were not entitled to, We reserve the right to recover from You the amount We have paid. If We decline a claim for fraud, We reserve the right to recover Our reasonable administration, investigation and legal costs.

Change in risk

4. 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

5. This Policy may not be assigned by You (either in whole or in part) except with Our consent, verified by endorsement.

Jurisdiction, law and practice

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.

Fraud

7. If You, or anyone acting for You, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated We:

- will not be liable to pay the claim; and
- may recover from You any sums paid by Us to You in respect of the claim; and
- may by notice to You treat this Policy as having been terminated with effect from the time of the fraudulent act.

Pilot cover

8. Sections 1, 2 and 3 of this Policy extend to indemnify jointly and severally with You, any pilot approved in accordance with the terms of this Policy, provided the pilot observes and fulfils the Policy Conditions and is subject to the Exclusions set out in this Policy.

In the event of an award being made both against You (or Your Estate) and against the pilot (or the pilot's Estate), the named Insured shall to the extent of its liability be entitled to priority in respect of any indemnity payable by Us.

Cross liability

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

Limit and legal costs

10. Our liability under any Section of this Policy shall not exceed the amount of indemnity stated in the Schedule, less any amount specified in the 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 Sections 2 and 3, subject to the following:

- should Your liability, or the amount paid or awarded in settlement of any Claim, exceed the Limit of Indemnity stated in the Policy Schedule;
- 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.

References to Legislation

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

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

