



QBE Insurance (Australia) Limited

# Aviation

Remotely Piloted Aircraft System 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.

## 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](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 [customer@qbe.com](mailto: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](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 [customer@qbe.com](mailto:customer@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 5288, Sydney NSW 2001

## Policy Wording

### Words with special meanings

Some key words and terms used in this Policy have a special meaning.

Wherever the following words or terms are used in the Policy and, unless expressly stated to the contrary, in the Policy Schedule and any endorsements, they mean what is set below:

Word or Term	Meaning
Accident	any one accident or series of accidents arising out of one event.
Air Meet	includes a formal or informal, pre-arranged gathering of aircraft, Remotely Piloted Aircraft System, pilots and passengers for recreational or social purposes and may include members of the public.
Air Race	includes a formal or informal, pre-arranged gathering of aircraft, Remotely Piloted Aircraft System 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, Remotely Piloted Aircraft System and aviation skills and includes static air shows where aircraft and Remotely Piloted Aircraft System are parked or displayed on the ground only.
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.
Beyond Visual Line of Sight (BVLOS)	an operation requiring aid to maintain visual contact with the RPA or radio communication out of Visual Line of Sight with the RPA.
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.

Word or Term	Meaning
Flight	from the time the RPAS moves forward in taking off or attempting to take off, whilst in the air, and until the RPAS completes its landing run. A rotary-wing RPAS 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	whilst the RPAS is not in Flight or Taxiing as defined herein.
Insured, You, Your	the person(s), company(ies) or firm(s) named on the current Policy Schedule as the 'Insured'.
Moored	in the case of RPAS designed to land on water, whilst the RPAS is afloat and is not in Flight as defined, and includes the risks of launching and hauling up.
Observer	any person appropriately licenced by the competent authority for the observation of the RPAS during Flight. This includes Payload Operators.
Overhaul Cost	the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.
Overhaul Life	the amount of use, or operational and/or calendar time which, according to the manufacturer, determines when overhaul or replacement of a Unit is required.
Payload	Equipment, cameras, sensors and monitoring equipment carried on board the RPA and are not required to maintain and/or sustain Flight.
Period of Insurance	the period this Policy operates for as shown on Your Policy Schedule.
Populated Events	means any operation over or above Populous Areas or an event of any kind where people are gathered for a purpose and includes Remotely Piloted Aircraft System displays.
Privacy Liability	Privacy Liability means invasion of privacy committed or alleged to have been committed during the Period of Insurance in any advertisement, publicity article, broadcast or telecast arising out of the Insured's activities.  The limit in respect of Privacy Liability is 10% of the Section 2(B) limit up to a maximum \$500,000.
Populous Area	has the meaning given to it in Part 101 of the <i>Civil Aviation Safety Regulations 1998</i> (Cth) as amended from time to time.
Property Damage	loss of or damage to the property of others.

Word or Term	Meaning
Remote Pilot	any person appropriately licenced by the competent authority for the operation of the RPAS.
Remotely Piloted Aircraft System (RPAS)	any RPA and RPS combined which is operated with no pilot on board.
Remotely Piloted Aircraft (RPA)	a conventional aircraft of either fixed or rotary wing design that requires remote control from a pilot not on board. Payloads, Remote Pilot Stations and Spares do not form part of the RPA and must be declared and agreed separately.
Remote Pilot Station (RPS)	ground based equipment used to maintain or monitor Flight of the RPA and/or payload equipment defined herein.
Statutory Requirements	includes all legislation and delegated legislation requirements (including applicable legislation and delegated legislation of another country) and orders, rules, directions, notices, approvals, certificates and licences issued by a competent authority.
Policy Schedule	schedule attaching to and forming part of this Policy.
Taxiing	movement of the Remotely Piloted Aircraft under its own power, other than in Flight as defined. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Remotely Piloted Aircraft.
Unit	a part or an assembly of parts (including any sub-assemblies) of the RPAS which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.
The Company, We, Our, Us	QBE Insurance (Australia) Limited ABN 78 003 191 035.
Visual Line of Sight (VLOS)	an operation in which the remote crew maintains direct unaided visual contact with the RPA to manage its Flight and meet separation and collision avoidance responsibilities.
<b>Uses</b>	
Private Pleasure	use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
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 for hire or reward.

Word or Term	Meaning
Rental	rental, lease or hire by the Insured to any person, company or organisation for commercial uses only, where the operation of the RPAS is not under the control of the Insured. Rental for any other purpose is NOT insured under this Policy unless specifically declared to the Company and the detail of such use(s) stated in the Policy Schedule under SPECIAL RENTAL USES.
<p>Provided always that definitions 'Private Pleasure', 'Business', 'Commercial' and 'Rental' 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, delivery, power line operations, slung operations, offshore, maritime 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>	

## Section 1: Loss of or damage to Remotely Piloted Aircraft System

### 1. Coverage

- (a) We will either replace, repair or pay for repair of, accidental loss of or damage to the RPAS described in the Policy Schedule arising from the risks covered, including disappearance if the RPAS is unreported for fifteen days after the commencement of Flight, but not exceeding the Amount Insured as specified in the Policy Schedule and subject to the amounts to be deducted as specified in the Policy Schedule.
- (b) If the RPAS is insured hereby for the risks of Flight, We will, in addition, pay reasonable emergency expenses necessarily incurred by You for the immediate safety of the RPAS consequent upon damage or forced landing, up to 10% of the Amount Insured as specified in the Policy Schedule.
- (c) Units, parts or components temporarily removed from the RPAS for repairs or maintenance or safe-keeping shall be insured unless replaced on the RPAS in which case the replacement Units, or components shall be insured under this Policy.
- (d) We will cover You up to the limit specified on Your Policy Schedule for loss or damage to the RPAS whilst in the normal course of transit by road, on a vehicle owned or operated by You, occurring during the Period of Insurance caused by:
  - (i) Fire, flood, lightning, hail or explosion;
  - (ii) Collision, overturning or jack-knifing of the conveying vehicle;
  - (iii) Impact of any object which is not on or part of the vehicle with the Aircraft;
  - (iv) Theft following forcible and violent entry which causes damage to the locked vehicle;
  - (v) Malicious damage.

### 2. Exclusions applicable to this Section only

#### Wear and Tear Breakdown

We shall not be liable for:

1.

- (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the RPAS and the consequences thereof within such Unit;
- (b) damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above;
- (c) loss of or damage to any Unit directly caused by maintenance, inspection or repair of the RPAS;  
 PROVIDED accidental loss of or damage to the RPAS consequent upon Section 1, Clause 2(1)(a), (b) OR (c) above is covered under Section 1, Clause 1(a) above.
- (d) Consequential loss or economic loss, whether direct or indirect and including loss in value of the RPAS;
- (e) Scratching, fogging, or misting of lenses;
- (f) Physical loss and/or damage to photographic film or similar recording medium, including any consequential financial loss arising therefrom.

### 3. Conditions applicable to this Section only

#### Dismantling transport and Repairs

- (a) If the RPAS is damaged:
  - (i) no dismantling or repairs shall be commenced without Our consent except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;
  - (ii) We will pay only for repairs and transport of labour and materials by the most economical method unless We agree otherwise with You.

#### GST

- (b) If We repair or pay for repair of the RPAS We will pay the amount of any Goods and Services Tax ("GST") included in the cost of the repairs (but not to cause the amount payable by Us to exceed the limit of liability specified in the Policy Schedule) less any Input Tax Credit to which You are entitled in respect of the GST payable on the cost of the repairs.
- (c) You shall inform Us of Your Australian Business Number and any entitlement to an Input tax Credit for GST on the premium. In the event of any misstatement by You, We shall not be liable to pay any GST.

Goods and services Tax and Input Tax Credit have the same meaning as in the *New Tax System (Goods and Services Tax) Act 1999* (Cth) and related legislation as amended.

#### Payment

- (d) If We pay for the RPAS:
  - (i) the basis of settlement of the claim shall be the agreed value which is specified in the Policy Schedule as the sum insured;
  - (ii) We may take the RPAS (together with all documents of record, registration and title) as salvage; and
  - (iii) the cover afforded by this Section is terminated in respect of the RPAS even if the RPAS is retained by You for valuable consideration or otherwise.

#### Amounts to be deducted from the Claim

- (e) Except where We pay for the RPAS, there shall be deducted from the claim under Section 1, Clause 1(a) of this Policy:
  - (i) the amount specified as a deductible in the Policy Schedule; and
  - (ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit. With reference to batteries, Overhaul Life is restricted to three hundred cycles or two years from date of purchase unless otherwise agreed.

#### No Abandonment

- (f) Unless We elect to take the RPAS as salvage the RPAS shall at all times remain Your property and You shall have no right of abandonment to Us.

#### See also Section 3



## Section 2: Liability

### Section 2 (A): Legal Liability to Third Parties – RPAS Flight Operations

#### 1. Coverage

- (a) 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 RPAS or by any person or object falling therefrom.
- (b) During Flight We will cover accidental Bodily Injury (fatal or otherwise) and accidental property damage caused by the Remote Pilot or Observers involved directly in the operation of the RPAS.

#### 2. Exclusions applicable to Section 2(A)

We shall not be liable for:

##### Operational Personnel

- (a) Bodily Injury, Property Damage or loss sustained by any member of the flight or other crew (including Observers) whilst engaged in the operation of the RPAS;

##### Property

- (b) Damage to property belonging to You, or in Your care, custody or control.

### Section 2 (B): Legal Liability to Third Parties – RPAS Ground Operations

#### 1. Coverage

We will indemnify You for all sums which You shall become legally liable to pay or by final judgment be adjudged to pay, up to but not exceeding the amounts specified in the Policy Schedule, to any person or persons as Compensatory Damages for:

- (a) Bodily Injury; or
  - (b) Property Damage,
- arising out of an Accident, or
- (c) Privacy Liability.

Subject always to the following:

Events (a), (b) and (c) above must occur during the Period of Insurance specified in the Schedule and in the circumstances described below provided that cover for this Section is only available if an amount is shown against this Section in the Schedule.

This Section covers liability arising from Bodily Injury, Property Damage or Privacy Liability caused by an occurrence in connection with the Your RPAS business.

## 2. Exclusions applicable to Section 2(B)

This Section does not cover:

- (a) Loss of or damage to property:
  - (i) owned, rented, leased or occupied by You;
  - (ii) while in Your care, custody or control;
  - (iii) while being handled, serviced or maintained by You or any of Your servants or agents;
- (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 such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway;
  - (ii) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by You or on Your account;
- (c) 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;
- (d) 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 such goods or products have ceased to be in Your possession or under Your control, but this exclusion shall be deemed not to apply to the supply, by You, of food or drink at Your premises;
- (e) Loss of or damage to stock and/or merchandise of any description;
- (f) Liability for Bodily Injury or Property Damage imposed by Part 3-5 of the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- (g) 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.

#### Conditions applicable to Section 2

Limit of Indemnity:

- (a) Our liability under this Section shall not exceed the amount stated in the Policy Schedule, less any amount specified as a deductible in the Policy Schedule.
- (b) In addition, We will defray any legal costs and expenses incurred with its written consent in defending any action which may be brought against You in respect of any claim for Compensatory Damages covered by this Section, but should Your liability or the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then Our liability in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim.

See also Section 3

## Section 3: Conditions and Exclusions

### Section 3: (A) General Exclusions Applicable to All Sections

This policy does not apply:

#### Illegal Uses

1. Whilst the RPAS is being used for any illegal purpose or for any purpose other than those stated in the Policy Schedule.

#### Populated Event

2. Bodily Injury or Property Damage arising out of any Populated Event, Air Meet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith unless previously agreed by the Company and authorised by all relevant authorities.

#### Geographical Limits

3. Whilst the RPAS is outside the geographical limits stated in the Policy Schedule unless due to force majeure.

#### Remote Pilots

4. Whilst the RPAS is being piloted by any person other than as stated in the Policy Schedule.

#### Landing and Take-off Areas

5. Whilst the RPAS 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 RPAS except as a result of force majeure.

#### Workers Compensation

6. This Policy does not cover 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.

#### Contribution and other insurance

7. 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).

#### Contractual Liability

8. To liability assumed or rights waived by You under any agreement except to the extent that such liability would have attached to You in the absence of such agreement.

#### Non-Contribution

9. 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 We shall not be liable to pay any amount in excess of any relevant amount specified in the Policy Schedule.

#### Nuclear Risks

10. 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

11. 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 RPAS or crew while the RPAS is in Flight (including any attempt at such seizure or control) made by any person or persons acting without the consent of the Insured.

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

The RPAS shall be deemed to have been restored to Your control on the safe return of the RPAS to You at an airfield and/or business premises not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the RPAS (such safe return shall require that the RPAS be parked with engines shut down and under no duress).

## Noise and Pollution

12. 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 unless giving rise to a claim under Section 1;
  - (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 RPAS operation not otherwise excluded under this Policy.

With respect of any provision in the Policy concerning Our duty 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 by You.

## Sanctions and Embargo Clause

13. 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

14. 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

15. 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: (B) General Conditions Applicable to All Sections

It is necessary that You observe and fulfil the following Conditions:

### 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 hereon.

### Compliance with Statutory Requirements

2. You shall comply with all Statutory Requirements which affect the safety or maintenance or operation of the RPAS and shall ensure that:
  - (a) the RPAS is airworthy at the commencement of each Flight;
  - (b) all Log Books, maintenance releases and other records in connection with the RPAS which are required from time to time shall be kept up to date and shall be produced to Us or Our Agents on request;
  - (c) Your employees and agents comply with such orders and requirements.

### Claims Procedures

3. Notice of any event likely to give rise to a claim under this Policy shall be given as soon as reasonably practicable and as stated in the Policy Schedule. In all cases You shall:
  - (a) furnish full particulars in writing of such event and forward notice of any claim with any letters or documents relating to such claim as soon as reasonably practicable;
  - (b) at the time of making a claim you will need to provide proof of ownership;
  - (c) give notice of any impending prosecution;
  - (d) 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 claims, proceeding or inquiry;
  - (e) take all reasonable steps to be available to attend conferences and give evidence and/or instructions when requested by Us or Our agents, and ensure that Your employees or other persons connected to You are available to assist Us and give evidence (if so required);
  - (f) not act in any way to the detriment or prejudice of Our interests;
  - (g) You shall not make any admission of liability or payment or offer or promise of payment without the Our written consent.

### How claims administration and legal proceedings are undertaken

4. 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.

## Section 3: (C) General Conditions Applicable To All Sections

### References to legislation

1. 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.

### Subrogation

2. Upon an indemnity being given or a payment being made by Us under this Policy:
  - (a) We shall be subrogated to the Your rights and remedies and You shall co-operate with and do all things reasonably necessary to assist Us to exercise such rights and remedies.
  - (b) We shall have the exclusive right to conduct proceedings, shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and You hereby appoint and authorise Us and Our legal representatives to compromise any proceeding or threatened proceeding and to execute any terms of settlement in Your name.
  - (c) You shall in any proceeding brought by You do all things reasonably necessary to recover and hold on trust for Us any amount which We would have been entitled to recover in a subrogated action.

### Variation in Risk

3. Changes known by You and within Your control should be notified to Us, in writing, within 5 business days. Claim(s) arising subsequent to such change may not be recoverable hereunder unless the subject change has been accepted by Us.

### Assignment

4. This Policy shall not be assigned in whole or in part except with Our consent verified by endorsement hereon.

### Not Marine Insurance

5. This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.

### Governing Law

6. This Policy shall be construed in accordance with Australian Law.

### Two or More RPAS

7. When two or more RPAS are insured hereunder the terms of this Policy apply separately to each.

### Cross Liability/Limit(s) of Indemnity

8. 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, Our total liability in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Policy.

### False and Fraudulent Claims

9. 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.

### Remote Pilot Cover

10. Section 2 of this Policy extends to indemnify jointly and severally with You any Remote Pilot approved in accordance with the terms of this Policy provided such Remote Pilot observes and fulfils the conditions and is subject to the exclusions of the Policy. In the event of an award being made both against You (or Your estate) and against the Remote Pilot (or their estate), the named Insured shall to the extent of its liability be entitled to priority in respect of any indemnity payable by Us.

## Section 4: Cancellation

1. This Policy may be cancelled by Us or Our agents where:
  - (a) You fail to comply with the duty of the utmost good faith;
  - (b) You make a misrepresentation to Us during negotiations prior to this issue of this Policy;
  - (c) You fail to comply with a provision of this Policy;
  - (d) You fail to pay the premium or any part or instalment of the premium;
  - (e) You make a fraudulent claim under the Policy;
  - (f) 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) You fail to give Us written notice of a change in the circumstances or the nature of the risks disclosed at the commencement or renewal of this Policy or in the Policy Schedule which are covered by this Policy; or
  - (h) 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 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.
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.

