Policy Wording

based on Aircraft Insurance Policy Wording AVN1C (Amended) as provided by HDI Global Specialty SE - Australia

Contact Us

help@getplanecover.com.au

HDI Global Specialty SE - Australia
Aircraft Insurance Policy Wording
AVN1C (Amended)

AIRCRAFT INSURANCE POLICY WORDING

You, the Insured, with the view to effecting an insurance as hereinafter provided, have presented a written proposal, bearing the date stated in the Schedule, which is agreed to be read together with this Policy Wording and the Schedule and together forms the basis of this contract of insurance.

The Insurer of this Aircraft Insurance Policy is HDI Global Specialty SE – Australia, ABN 58 129 395 544, AFS License number 458776 of Tower 1, Level 33, 100 Barangaroo Avenue, Sydney, NSW 2000. HDI Global Specialty SE – Australia is authorised to carry out insurance business in Australia by the Australian Prudential Regulation Authority in accordance with the Insurance Act 1973 (Cth) and is registered in Germany, with its registered office at PODBIELSKISTRASSE 396, D-30659 HANNOVER, Germany with registration number HRB211924 authorised by Bundesanstalt für Finanzdienstleistungsaufsicht ("BaFin"). It is authorised to carry on insurance business in Germany under the German Insurance Supervisory Act ("Versicherungsaufsichtsgesetz").

We agree to insure You against loss as provided by the terms of this Policy.

This Policy is made up of the proposal, this Policy Wording and the Schedule.

You are requested to read this Policy Wording and the Schedule and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing on the Schedule should be quoted.

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

Certain words and phrases used in this Policy Wording have special meanings which can be found in Section IV (D) Definitions.

We agree to insure You against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided under this Policy Wording.

GENERAL INFORMATION APPLICABLE TO THIS AIRCRAFT INSURANCE POLICY

Where We make a payment to You, or on Your behalf, under this Policy for the acquisition of goods, services or other supply, We will reduce the amount of the payment by the amount of any input tax credit that You are, or will be, or would have been entitled to under A New Tax System (Goods and Services Tax) Act 1999 (Cth), in relation to that acquisition, whether or not that acquisition is actually made.

Your duty of disclosure

Before You enter into an insurance contract, You have a duty of disclosure under the Insurance Contracts Act 1984 (Cth) ("The Act").

The Act imposes a different duty when:

- You enter into the Policy with Us for the first time;
- You renew Your Policy with Us; and
- You vary, extend or reinstate Your Policy with Us.

This duty applies until (as applicable) We first agree to insure You, or We agree to any variations, extensions, reinstatements or renewal.

Duty of disclosure when applying for this Policy

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions. You have this duty until We agree to insure You.

Duty of disclosure on renewal of Your Policy

If We ask You questions that are relevant to Our decision to insure You and on what terms, You must tell Us anything that You know and that a reasonable person in the circumstances would include in answering the questions. Also, We may give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change. If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.
You have this duty until We agree to renew the contract.

Duty of disclosure when varying, extending or reinstating Your Policy

If You have already entered into a Policy with Us and You are proposing to vary, extend or reinstate the Policy, Your duty of disclosure changes. You have a duty to tell Us of anything that You know, or could reasonably be expected to know, which may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

If You do not tell Us something

If You do not tell Us anything You are required to, We may cancel Your Policy or reduce the amount We will pay You if You make a claim, or both. If Your failure to tell Us is fraudulent, We may refuse to pay a claim and treat the Policy as if it never existed.

Complaints and Disputes

We are dedicated to providing You with a high standard of service and We want to ensure We maintain these standards at all times. If You feel that We have not offered You a first class service, contact Us and We will do Our best to resolve the problem.

If You have any questions or concerns about Your Policy or the handling of a claim You should, in the first instance, refer Your complaint or dispute to Us. To enable Us to consider Your complaint fully and quickly, You will need to provide the following information:

- An explanation of the situation that led to the complaint;
- Any new information not currently in Our possession that may have a bearing on Our understanding of the complaint; and
- A statement of any action that You would like Us to take to resolve the complaint

Upon final consideration of Your complaint We will inform You of the proposed resolution and the timeframe We will take to implement such a resolution.

Our Internal Dispute Resolution Process

If You are not satisfied with Our response to Your complaint, You may escalate it as a dispute and Our Internal Disputes Resolution Committee will review the matter. The Committee will be independent of the person who initially considered Your complaint.

Internal Dispute Resolution Committee
HDI Global Specialty SE - Australia
Tower 1, Level 33
100 Barangaroo Avenue
Sydney, NSW 2000

Email: ComplaintsAustralianBranch@hdi-specialty.com

We undertake to resolve Your complaint within fifteen (15) working days. If further time is needed a reasonable alternative timeframe will be agreed with You. If You are not satisfied with Our response You may refer Your complaint to the Australian Financial Complaints Authority ("AFCA"), an ASIC approved external dispute resolution body. AFCA resolves certain insurance disputes between consumers and insurers and will provide an independent review at no cost to You. We are bound by the determination of AFCA but the determination is not binding on You.

You can contact AFCA at:

Address: Australian Financial Complaints Authority,
GPO Box 3,
Melbourne, VIC 3001
Phone: 1800 931 678
Email: info@afca.org.au
Web: www.afca.org.au

Renewal of Your Policy

Prior to Your Policy expiring, We will advise You whether We intend to offer renewal of Your Policy and if so on what terms. This document also applies to any offer of renewal We may make, unless We tell You otherwise. If We offer renewal, We will send You a notice advising the renewal terms and the amount payable to renew the Policy. It is important that You check the terms of any renewal offer before renewing to satisfy Yourself that the details are correct. In particular, check the Sum Insured are applicable and ensure the levels of cover are appropriate for You.

Please note that You need to comply with Your Duty of Disclosure before each renewal (see above).

Privacy

We are bound by the Privacy Act 1988 (Cth) which includes the Australian Privacy Principles (APPs), when collecting and handling Your personal information including health information. We will only collect personal information from or about You for the purpose of assessing Your proposal for insurance and administering Your insurance Policy, including any claims You make or claims made against You.

We may need to disclose personal information to other entities within Our group, re-insurers (who may be located overseas including the UK and EU), insurance intermediaries, insurance reference bureaux, credit reference agencies, Our advisers, Our agents, Our administrators and those involved in the claims handling process (including assessors, investigators and others), for the purpose of assisting Us and them in providing relevant services and products, or for the purpose of recovery or litigation. If We disclose information to someone overseas, We will ensure that they are subject to laws with equivalent protection as the Privacy Act 1988 (Cth) or that they agree to hold and deal with Your personal information in a manner that affords You similar protection.

We may disclose personal information to people listed as co-insured on Your Schedule and to family members or agents authorised by You. Disclosures may also be made to government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law. We will request Your consent to any other purpose.

By providing Your personal information to Us, You consent to Us making the disclosures set out above which require consent. This consent to the use and disclosure of Your personal information remains valid unless You alter or revoke it by giving Us written notice. Without Your personal information We may not be able to issue insurance to You or process Your claim.
You also have the opportunity to find out what personal information We hold about You and, when necessary, correct any errors in this information. Generally, We will do this without restriction or charge. For further information about Our Privacy Policy or to access or correct Your personal information, please contact Us at the following address:

HDI Global Specialty SE – Australia
Tower 1, Level 33
100 Barangaroo Avenue
Sydney, NSW 2000

https://www.hdi-specialty.com/int/en/legals/privacy
E-mail: PrivacyAustralianBranch@hdi-specialty.com

If You believe that We have interfered with Your privacy in the handling of Your personal information You may lodge a complaint by contacting Us. We will attempt to resolve Your complaint in accordance with Our Privacy Complaints Handling Procedure.

If You would like more information about Our Privacy Complaints Procedure please visit https://www.hdi-specialty.com/downloads/_Global/legal/HGS_VPI_australia_privacy_policy_181214.pdf.

SECTION I - LOSS OF OR DAMAGE TO AIRCRAFT

1. Coverage

(a) We, at Our option, will pay for, replace or repair, accidental loss of or damage to the Aircraft described in the Schedule arising from the Risks Covered (as set out in the Schedule) including disappearance if the Aircraft is unreported for sixty days after the commencement of Flight, but not exceeding the Amount Insured as specified in Section I of the Schedule and subject to the amounts to be deducted specified in Condition 3 (c).

(b) If the Aircraft 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 Aircraft consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Section I of the Schedule.

2. Exclusions applicable to this Section only

We shall not be liable for:

Wear and Tear, Breakdown

(a) Wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences arising therefrom within such Unit; or

(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.

HOWEVER, accidental loss of or damage to the Aircraft consequent upon 2 (a) or (b) above is covered under paragraph 1 (a) above.

3. Conditions applicable to this Section only

Dismantling, Transport and Repairs

(a) If the Aircraft 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.

Payment or Replacement

(b) If We exercise Our option to pay for or replace the Aircraft:

(i) We may take the Aircraft (together with all documents of record, registration and title thereto) as salvage;

(ii) the cover afforded by this Section is terminated in respect of the Aircraft even if the Aircraft is retained by You for valuable consideration or otherwise;

(iii) the replacement aircraft shall be of the same make and type and in reasonably like condition unless otherwise agreed with You.

Amounts to be Deducted from the Claim

(c) Except where We exercise Our option to pay for or replace the Aircraft, there shall be deducted from the claim under paragraph 1(a) of this the Section:

(i) the amount specified in the 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.

No Abandonment

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

Other Insurance

(e) No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on Your behalf without Our knowledge or consent.

See also Section IV for General Exclusions that apply.

SECTION II - 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 therefrom.

2. Exclusions applicable to this Section only

We shall not be liable for:

Employees and Others

(a) injury (fatal or otherwise) or loss sustained by any director, employee, or partner in Your business whilst acting in the course of their employment with You.

Operational Crew

(b) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;

Passengers

(c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft;

Property

(d) loss of or damage to any property belonging to or in Your care, custody or control;

Noise, Pollution and Other Perils

(e) claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause.

3. Limit of Indemnity applicable to this Section

Our liability under this Section shall not exceed the amount stated in the Schedule as the Combined Single Limit, less any applicable Deductible stated on the Schedule. We will pay in addition any legal costs and expenses incurred with Our 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 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 for compensatory damages.

See also Section IV for General Exclusions that apply.

SECTION III - 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 whilst 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 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) above 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 this Section

We shall not be liable for injury (fatal or otherwise) or loss sustained by any:

Employees and Others

(a) director, employee, or partner in Your business whilst acting in the course of their employment with or duties for You;

Operational Crew

(b) member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft.

3. Limits of Indemnity applicable to this Section

Our liability under this Section shall not exceed the amounts stated in the Schedule as the Combined Single Limit, less any applicable Deductible stated on the Schedule. We will pay in addition any legal costs and expenses incurred with Our 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 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 for compensatory damages.

See also Section IV for General Exclusions that apply.

SECTION IV

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This Policy does not apply:

Illegal Uses

1. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated on the Schedule and as defined in the Definitions.

Geographical Limits

2. Whilst the Aircraft is outside the geographical limits stated on the Schedule unless due to force majeure.

Pilots

3. Whilst the Aircraft is being piloted by any person other than as stated on the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.

Transportation by Other Conveyance

4. Whilst the Aircraft is being transported by any means of conveyance except by Other Conveyance as the result of an Accident giving rise to a claim under Section I of this Policy.

Landing and Take-off Areas

5. Whilst 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

6. To liability assumed or rights waived by You under any agreement (other than a passenger ticket/baggage check issued under Section III hereof) except to the extent that such liability would have attached to You in the absence of such agreement.

Number of Passengers

7. Whilst the total number of passengers being carried in the Aircraft exceeds the maximum number of passenger seats.

Non-Contribution

8. To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected.

Nuclear Risks

9. To claims excluded by the attached Nuclear Risks Exclusion Clause.

War, Hijacking and Other Perils

10. 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 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.

(g) Hi-jacking 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 Your consent.

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

The 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 (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

It is necessary that You observe and fulfil the following Conditions before We have any liability to make any payment under this Policy If You do not comply with the conditions of this Policy We may be entitled to cancel this Policy or refuse to pay Your claim or reduce the amount of the claim payment.

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 Air Navigation Orders, etc.

2. You shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft and shall ensure that:

   (a) the Aircraft is airworthy at the commencement of each Flight;

   (b) all log books and other records in connection with the Aircraft which are required by any official regulations in force 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 Procedure

3. Immediate notice of any incident likely to give rise to a claim under this Policy shall be given as stated on the Schedule. In all cases You shall:

(a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;

(b) give notice of any impending prosecution

(c) render such further information and assistance as We may reasonably require;

(d) not act in any way to the detriment or prejudice of Our interest;

(e) allow Us full discretion in the conduct, defence and settlement of any claim;

(f) subject to the Insurance Contracts Act 1984 (Cth), help Us to recover any money paid by Us from any person whom You may be able to hold liable. We will have the right to take any action in Your name

You shall not make any admission of liability or payment or offer or promise of payment without Our written consent.

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Claims Control

1. We shall be entitled (if We so elect) at any time and for so long as We desire to take absolute control of all negotiations and proceedings and in Your name to settle, defend or pursue any claim.

Subrogation

2. Upon an indemnity being given or a payment being made by Us under this Policy, We shall be subrogated to any rights and remedies You may have and You shall co-operate with and do all things necessary to assist Us in exercising such rights and remedies.

Variation in Risk

3. Should there be any change in the circumstances or nature of the risks which risks are the basis of this contract You shall give Us immediate notice thereof and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by Us.

Cancellation

4. You may cancel this Policy by giving Us ten days notice in writing to of such cancellation in which event the premium shall be adjusted on the basis that We retain the customary short-term premium, details of which are available on request. There will be no return of premium in respect of any aircraft, or other property covered by this Policy, on which a loss is paid or is payable under this Policy.

   We may cancel this Policy in the circumstances or upon the grounds permitted by the proper law of the Policy by giving You notice in writing, either personally, by email or by post, at the last address known to Us. Such notice shall have effect to cancel the Policy at 4:00pm on the third business day after the day on which the notice was given or at any later time specified in the notice.

Assignment

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

Not Marine Insurance

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

Arbitration

7. This Policy shall be construed in accordance with Australian Law and any dispute or difference between You and Us shall be submitted to arbitration in Australia in accordance with the Statutory provision for arbitration for the time being in force.

Two or More Aircraft

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

Limit(s) of Indemnity

9. 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

10. If You make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited

Premium

11. You must pay Your premium as per the requirements set out in the Schedule.

Excess

12. You will have to contribute a sum of money which is called an Excess to the amount of any claim under this Policy as shown on Your Schedule.

(D) DEFINITIONS

The following terms have specific meanings:

1. "Accident" Any one accident or series of accidents arising out of one event.

2. "Unit" A part or an assembly of parts (including any sub-assemblies) of the Aircraft 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.

3. "Overhaul Life"	The amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.
4. "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.
5. "Private Pleasure"	Use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.
6. "Business"	The uses stated in Private Pleasure and also use for business or professional purposes but NOT use for hire or reward.
7. "Commercial"	The uses stated in Private Pleasure and Business and also use for the carriage by You of passengers, baggage accompanying passengers and cargo for hire or reward.
8. "Rental"	Rental, lease, charter or hire by You to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under Your control. Rental for any other purpose is NOT insured under this Policy unless specifically declared to Us and the detail of such use(s) stated on the Schedule. Definitions 5, 6, 7 and 8 do not include instruction, aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and any other use involving abnormal hazard.
9. "Flight"	From the time the Aircraft moves forward in taking off or attempting to take off, whilst 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.
10. "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.
11. "Moored"	In the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined above, and includes the risks of launching and hauling up.
12. "Ground"	Whilst the Aircraft is not in Flight or Taxiing or Moored as defined above.
13. "Insured", "You", "Your(s)"	The person, entity named in the Schedule as the Insured.
14. "Insurer", "Our", "Us", "We"	HDI Global Specialty SE - Australia

AVN 1C (Amended)

The following Conditions are applicable Policy Wide.

FULL PREMIUM IN THE EVENT OF A CLAIM EXCEEDING PREMIUM PAID

It is understood and agreed that in the event of a claim arising hereunder which exceeds the premium paid the balance of the Full Annual Premium shall become due and payable forthwith.

AVN 9

NUCLEAR RISKS EXCLUSION CLAUSE

1. This Policy does not cover:

   (i) 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

   (ii) any legal liability of whatsoever nature

   directly or indirectly caused by or contributed to by or arising from:

   (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

   (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;

   (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1(b) and (c) above shall not include:

   (i) depleted uranium and natural uranium in any form;

   (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

   (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or

   (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or

   (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

(i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

(ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;

(iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	**Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm^2)**
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm^2 (10^{-4} microcuries/cm^2)
All other emitters	Not exceeding 0.4 Becquerels/cm^2 (10^{-5} microcuries/cm^2)

(iv) the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN 38B

DATE RECOGNITION EXCLUSION CLAUSE

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time, whether on or before or after such change of year, date or time;

(b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification.

(c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A

ASBESTOS EXCLUSION CLAUSE

This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

(1) the actual, alleged or threatened presence of or exposure to asbestos in any form whatsoever, or

(2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against, indemnify for any costs or damages relating to or in any other way respond to the actual, alleged or threatened presence of asbestos in any form whatsoever.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs (1) or (2) hereof.

All other terms and conditions of the Policy remain unchanged.

AVN 96

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover 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.

2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

   (a) claims excluded by Paragraph 1 or

   (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

   (i) damages awarded against the Insured and

   (ii) defence fees and expenses incurred by the Insured.

4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN 46B

BODILY INJURY DEFINITION

Bodily Injury means bodily injury, sickness or disease (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury. Note however this definition shall not override the requirements of the Civil Aviation (Carriers' Liability) Act 1959, if applicable.

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

This Policy does not cover claims caused by

(a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(c) Strikes, riots, civil commotions or labour disturbances.

(d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(e) Any malicious act or act of sabotage.

(f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

(g) Hi-jacking 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 the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured 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).

AVN 48B

CIVIL AVIATION SAFETY AUTHORITY GROUP CLAUSE

It is noted and agreed that the cover hereunder remains operative whilst the insured aircraft is being flown by any Civil Aviation Authority (or its local equivalent) approved pilot for the purpose of a test flight and during any such test flight the Civil Aviation Authority Safety Regulation Group (or its local equivalent) are included as Joint Insureds in respect thereof.

Nevertheless, notwithstanding the inclusion of more than one Insured the total liability of the Underwriters in respect of any or all Insureds shall not exceed the limits of liability stated in this policy.

LSW 708A

NOTICE OF CANCELLATION BY INSURER OR INSURED

It is hereby agreed that the cancellation notice period stated within this Policy in respect of the Insurer, is amended to thirty (30) days, however this notice period is amended to ten (10) days in respect of non-payment of premium.

Note this Endorsement does not alter the cancellation provisions under the Extended Coverage Endorsement (Aviation Liabilities) AVN52E if applicable to this Policy.

In accordance with Condition 4. of Section IV (C) General Conditions Applicable To All Sections, if You cancel this Policy we will retain the customary short-term premium as follows:

Period on risk	Percentage of annual premium
Up to 1 calendar month	20
Over 1 calendar month and up to 2 calendar months	30
Over 2 calendar months and up to 3 calendar months	40
Over 3 calendar months and up to 4 calendar months	50
Over 4 calendar months and up to 5 calendar months	60
Over 5 calendar months and up to 6 calendar months	70
Over 6 calendar months and up to 7 calendar months	75
Over 7 calendar months and up to 8 calendar months	80
Over 8 calendar months and up to 9 calendar months	85
Over 9 calendar months	100

SOFTWARE AFFIRMATION CLAUSE

1. Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in this Policy.

2. No additional limit(s) of coverage shall be conferred by paragraph 1 of this Clause.

3. For the purposes of this Clause, Software shall mean programs, source codes, scrips, applications and other operating information used to instruct computers to perform one or more task(s).

LMA5450

SANCTIONS AND EMBARGO CLAUSE

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation.

2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.

3. In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurer 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 the Insurer a minimum of 30 days notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer 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 the Insurer, 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 the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

AVN 111

CROSS LIABILITY CLAUSE

In consideration of an additional premium of AUD 0.00 the inclusion of Additional Insureds under this Policy shall not preclude the right of recovery hereon by the Original Insured named below in respect of claims made against them by such Additional Insureds or the employees of such Additional Insureds.

Where the coverage provided by this Policy is also provided by other policy or policies, then this Policy shall only pay that amount which is in excess of the amount(s) which would have been payable under such other policy(ies) had this insurance not been effected.

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Policy.

Original Insured: As shown on Policy Schedule

AVN 63

ADDITIONS AND DELETIONS (COMBINED)

1. The insurance afforded by this Policy is automatically extended to include at pro rata additional premium further Aircraft added during the currency of this Policy provided such Aircraft are owned or operated by the Insured and are of the same type and value as Aircraft already covered hereunder and of no greater seating capacity.

2. The inclusion of additional Aircraft of other types or different values or greater seating capacity shall be subject to special agreement and rating by Insurers prior to attachment.

3. Under the Aircraft loss or physical damage Section of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium provided no claim has arisen and become payable in respect of such Aircraft under the Aircraft loss or physical damage Section of this Policy and that this Policy is not cancelled by virtue of such deletion.

4. Under the liability Section(s) of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium.

Provided always that

(i) Notwithstanding the foregoing provisions for additions and deletions the premium in respect of each separate period of Flight risk insurance on any Aircraft covered during the currency of this Policy shall in no case be less than fifteen days' pro rata premium.

(ii) In the event of a claim arising in respect of any Aircraft added hereto being settled on a total loss basis the full twelve months' Aircraft loss or physical damage premium shall be paid hereunder in respect of such Aircraft.

(iii) Notice of the addition or deletion of any Aircraft under the provisions of Paragraphs 1, 3 and 4 respectively shall be given to the Insurers or their representatives in writing within ten days of attachment or deletion.

AVN 19A

AIRCREW WAIVER OF SUBROGATION CLAUSE

It is hereby understood and agreed that in respect of coverage afforded by this Policy the Insurer agrees to waive its rights of subrogation against any pilot authorised by the Insured who meets the terms and conditions of the Policy, in respect of claims for any accidental loss of or damage to the Aircraft. However, this agreement does not affect the rights of the Insurer in respect of:

1. Flights undertaken by Maintenance Repair Organisation's (MRO's) suitably licensed pilots, or;

2. Pilots who perform their nominated duty in a manner contrary to law or if they are company pilots, contrary to their employer's policy.

DATA EVENT CLAUSE

This Policy does not cover any loss, damage, expense or liability arising out of a Data Event.

Data Event means any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Data.

Data means 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.

This exclusion does not apply to:

1. physical loss of or physical damage to an aircraft or spares and equipment; and/or
2. bodily injury and/or property damage caused by an aircraft accident; and/or
3. bodily injury and/or damage to tangible property including resultant loss of use of such property arising out of the Insured's aviation operations caused other than by an aircraft accident.
   Within sub-paragraph 3:
   a. solely for the purposes of this sub-paragraph and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury, fatal or otherwise, and unless arising directly therefrom shall not include mental anguish, fright or shock; and
   b. Data shall not be considered as tangible property.
4. the following coverages afforded by the Policy: none (unless specified below).

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

AVN124

UNAUTHORIZED USE CLAUSE

No claim under this Policy shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authoriz~~z~~ed by the Insured and that the Insured had taken reasonable precautions to prevent such unauthori~~z~~zed use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorization given by the Insured.

AVN 77

BREACH OF AIR NAVIGATION REGULATIONS CLAUSE

The cover afforded to each Insured by the Policy shall not be invalidated by any act or omission which results in a breach of any air navigation or airworthiness orders or requirements issued by any competent authority affecting the safe operation of the Aircraft provided that the Insured so protected has not caused, contributed to or knowingly condoned the said act or omission. Any Insured who has caused, contributed to or knowingly condoned the said act or omission shall not be entitled to indemnity under the Policy.

Except as specifically varied by this clause, all other terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy apply.

AVN 94

DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply:

1. to any accidental loss of or damage to an aircraft defined in the Policy Schedule ("Insured Aircraft");

2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:
   - (a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or
   - (b) loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or
   - (c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

PROVIDED THAT:

1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.

2. Nothing in this Endorsement shall provide any coverage:
   - (a) in respect of grounding of any aircraft; and/or
   - (b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.

3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A

NUMBER OF PASSENGERS ENDORSEMENT

Notwithstanding General Exclusion 7 of Section IV (A) of the Policy, it is agreed that the maximum number of passengers carried at any one time may be exceeded in accordance with Civil Aviation Orders Part 20, Section 20.16.3 (Air Service Operations – Carriage of Persons) Subsections 12 and 13.

BIENNIAL FLIGHT REVIEWS

It is noted and agreed that suitably licensed Flying Instructors are automatically included as approved pilots in respect of Biennial Flight Reviews and/ or Instrument Rating Renewals required to be undertaken by the Insured and/ or Named Pilots under the Policy.

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

1. WHEREAS the Policy of which this Endorsement forms part includes the War, Hijacking and Other Perils Exclusion Clause (Section 3(A), 11), IN CONSIDERATION of an Additional Premium of **Nil**, it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of the War, Hijacking and Other Perils Exclusion Clause forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.

2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of the War, Hijacking and Other Perils Exclusion Clause.
Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of a RPAS.

3. LIMITATION OF LIABILITY

   The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be the applicable policy limit any one occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full Policy limit and not in addition thereto.

4. AUTOMATIC TERMINATION

   To the extent provided below, cover extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances :
   (i) All cover upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America
   (ii) Any cover extended in respect of the deletion of sub-paragraph (a) of the War, Hijacking and Other Perils Exclusion Clause upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured RPAS may be involved
   (iii) All cover in respect of any of the Insured RPAS requisitioned for either title or use upon such requisition

   PROVIDED THAT if an Insured RPAS is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an RPAS until completion of its first landing thereafter.

5. REVIEW AND CANCELLATION

   (a) **Review of Premium and/or Geographical Limits (7 days)**
   Insurers may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.
   (b) **Limited Cancellation (48 hours)**
   Following a hostile detonation as specified in 4 (ii) above, Insurers may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/ or (g) of the War, Hijacking and Other Perils Exclusion Clause - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.
   (c) **Cancellation (7 days)**
   The cover provided by this Endorsement may be cancelled by either Insurers or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.
   (d) **Notices**
   All notices referred to herein shall be in writing.

AVN 52E Amended

LIABILITY TO PILOTS AND CREW CLAUSE

It is understood and agreed that notwithstanding any exclusion specifically relating to pilots and operational crew in the Section of this Policy covering the liability of the Insured to passengers, such coverage shall extend to include the liability of the Insured to the pilots and operational crew of the insured Aircraft, but excluding liability required to be insured under the terms of any employers' liability or workman's compensation legislation or any similar legislation.

AVN 73

PILOT INDEMNITY CLAUSE

The Sections of this Policy covering bodily injury liability, including to passengers, and property damage liability are extended to cover, as if he/she were the Insured, any pilot authorized by the Insured under the terms of the Policy in respect of injury or damage arising out of the operation of the Aircraft described in the Schedule to the Policy, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Policy had liability been incurred by the Insured.

Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said pilot
    a. shall as though he/she were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions contained in the Policy, and
    b. is not entitled to indemnity under any other policy.
2. There shall be no indemnity under this Clause in respect of claims made against the pilot by the Insured and/or with respect to the Aircraft described in the Schedule to the Policy.

AVN 74

STUDENT PILOT LIABILITY

It is hereby noted and agreed that for the purposes of this Insurance, a student pilot undergoing instruction shall be considered a passenger when he/she is accompanied by an Instructor.

TRESPASSERS COST CLAUSE

Subject to the payment of an additional premium of Nil it is agreed that Insurers will, at the request of and regardless of legal liability of the Insured, offer reasonable settlement in respect of loss of or damage to crops and/or other property caused by trespassers following a crash or forced landing of the RPAS up to but not exceeding AUD 10,000 each accident, in the aggregate during the currency of the Policy.

AVN 91

FLYING CLOTHING AND EFFECTS CLAUSE

This Policy is extended to cover the Insured or any pilot described in the Schedule of the Policy against loss or damage by theft or fire (or accidental damage if the Aircraft itself be damaged) in respect of flying clothing, maps, navigating equipment and instruments, headsets or similar equipment (not being fixtures in the Aircraft) and baggage (including contents) actually in or on the Aircraft being the property of the Insured or any pilot described in the Schedule of the Policy, but excluding money, credit cards, securities, jewellery and furs of all kinds.

This extension is limited to a maximum indemnity of AUD 5,000 each Accident.

Subject to a deductible of AUD 250 each Accident.

AVN 75

SUPPLEMENTARY PAYMENTS CLAUSE

It is understood and agreed that this Policy is extended to cover as more fully set forth under those paragraph(s) identified below. It is expressly understood that no cover is provided under those paragraphs of this Clause, which have not been identified below.

The Insurers agree to indemnify the Insured for

(a) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft insured hereunder determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;

(b) any reasonable expenses incurred for the purpose of runway foaming to prevent or mitigate possible loss or damage because of malfunction or suspected malfunction of an Aircraft insured hereunder;

(c) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft insured hereunder and the contents thereof;

(d) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an Accident involving an Aircraft insured hereunder.

Coverage is provided under paragraphs (a) to (d) above.

Provided always that Insurers' liability shall not exceed AUD 15,000 in the aggregate over all paragraphs insured

AVN 76

DIRECTORS, OFFICERS & EMPLOYEES CLAUSE

It is understood and agreed that Section III is extended to include Directors and/ or employees of the Insured as passengers, other than when acting in the course of their employment or duties with the insured or deemed to be employed by the Insured by any law including Workers Compensation legislation.

POST ACCIDENT ADDITIONAL EXPENSES CLAUSE
(not applicable if Aircraft is Ground Risks Only)

It is understood and agreed that in the event of the Aircraft described in the Schedule sustains damage that results in a valid claim under Section I of the Policy, the Insurer will pay all reasonable expenses incurred for food, lodging and travel to enable the crew and/ or passengers to either:

(a) Complete their journey to the intended final destination of the flight, or
(b) Return to the point of origin of the flight if the flight is discontinued.

Insurers' liability in respect of this Endorsement shall not exceed AUD 5,000 any one accident.

CARGO LEGAL LIABILITY ENDORSEMENT
(not applicable if Aircraft is Ground Risks Only)

This Endorsement extends the coverage provided under Section II of this Policy, subject to the Limit of Indemnity and to the Deductible stated below, for legal liability in respect of accidental physical loss of or damage to cargo, whilst in the care, custody or control of the Insured, for the purpose of carriage by air.

Provided always that

1. Before accepting any cargo for the purpose of carriage by air the Insured shall take such measures (including but not limited to the issue or acceptance of an air waybill) as are necessary to exclude or limit liability for claims in respect of the accidental physical loss of or damage to that cargo to the extent permitted by law. In no event shall the amount of the indemnity provided by Insurers under this Endorsement exceed the amount of the legal liability, if any, that would have existed had the Insured taken such measures.

2. The Insured shall ensure that cargo in their care, custody or control is kept in secure premises at all times other than during transit.

Coverage provided by this Endorsement attaches from the time of acceptance of such cargo by the Insured and ceases upon delivery by the Insured at the final destination or when handed over to a successive carrier.

This Endorsement does not apply to legal liability in respect of:

1. delay or loss of market;
2. perishables and/or livestock;
3. consequential loss howsoever arising;
4. slung loads;
5. money, securities, precious stones, precious metals, jewellery, fine art and antiques of any kind.

LIMIT OF INDEMNITY : AUD 20,000

DEDUCTIBLE : AUD 1,000

AVN92

The following Conditions are only applicable if Section 1 (Loss of or Damage to Aircraft) coverage is included under the Policy.

EXTENDED COVERAGE ENDORSEMENT (AIRCRAFT HULLS)

Notwithstanding the contents of the War, Hi-jacking and Other Perils Exclusion Clause forming part of this Policy, it is hereby understood and agreed that this Policy is extended, SUBJECT to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy except as specifically varied or provided by the terms of this Endorsement, to cover claims caused by the following risks:-

i. Strikes, riots, civil commotions or labor disturbances;
ii. Any malicious act or act of sabotage;
iii. Hi-jacking 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. For the purpose of this paragraph only, an aircraft is considered to be in flight at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation or when the aircraft is in motion. A rotor-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.

iv. PROVIDED ALWAYS THAT
   1. The above extension shall only apply to the extent that the loss or damage is not otherwise excluded by (a), (b), (d) and (f) of the War, Hi-jacking and Other Perils Exclusion Clause
   2. the limits of Insurers' liability in respect of any or all of the risks covered under this Endorsement shall not exceed the sum of (in the aggregate during the Policy period)
   3. the Insured has paid or has agreed to pay the additional premium of required by the Insurers in respect of this extension
   4. the insurance provided by this Endorsement may be cancelled by the Insurers giving notice effective on the expiry of seven days from midnight GMT on the day on which notice is issued.

AVN 51 Amended

AIRFREIGHT CHARGES

Notwithstanding Condition 3 (a) (ii) of Section I of AVN1C, in the event of a valid claim under the terms of Section I, We shall pay for the cost of transportation by air of necessary parts and/or components up to a maximum amount of 10% of the Aircraft Agreed Value any one occurrence.

DISAPPEARANCE CLAUSE AMENDED

It is hereby agreed that the unreported disappearance period stated in paragraph 1 (a) of Section I of this Policy is amended to fifteen (15) days.

AGREED VALUE CLAUSE

It is hereby understood and agreed that in consideration of the insured aircraft being covered on an Agreed Value basis all reference herein to replacement shall be deemed to be deleted but only in respect of claims adjusted on the basis of a total loss.

In respect of claims adjusted on the basis of a total loss Insurers shall pay to the Insured the Agreed Value of the Aircraft as stated in the Policy Schedule less any applicable deductible. Insurers may, at their discretion, take the salvage of such Aircraft, together with all appropriate documents appertaining thereto, but in no event shall there be any abandonment to Insurers.

The foregoing provision shall not apply to claims arising in respect of partial loss or damage where Insurers shall retain the right to repair, replace or make good as they deem expedient.

AVN 61

DELETION OF PRO RATA LIFE CONTRIBUTION CLAUSE

It is hereby noted and agreed that Section I, paragraph 3, (c) ii, is deleted in respect of Piston Engine Fixed Wing Aircraft only.

FORCED LANDING CLAUSE (not applicable if Aircraft is Ground Risks Only)

Insurers hereon agree that in the event of an insured Aircraft making a forced landing in any place where subsequent safe take-off is impossible they will pay all reasonable costs, expenses or expenditure for the removal of the Aircraft to the nearest suitable take-off area provided always that Insurers' liability for such costs, expenses or expenditure, and for any loss of or damage to the Aircraft, shall not exceed AUD 15,000 any one incident.

AVN 78

ANCILLARY EQUIPMENT CLAUSE

It is understood and agreed that in the event of an accident resulting in a valid claim under Section I of this Policy, cover under Section I is extended to include loss of or damage to Ancillary Equipment not forming part of the Aircraft and its fitted equipment. The amount of cover provided by this extension of cover shall not exceed the amount shown above as the Sum Insured. For the purpose of this extension, such Ancillary Equipment is deemed to be; life jackets, life rafts, tools and tie downs kits (including protective covers) and survival beacons and the like and pilot and crew parachutes, excluding parachutes worn by and for the use of skydivers. The Insured is required to produce proof of loss and value to support any claim made for loss or damage to such equipment.

Limited to AUD 5,000 any one claim with a AUD 250 excess each and every claim.

The following Condition is only applicable if Commercial (Charter) uses is noted on the Policy Schedule.

CIVIL AVIATION CARRIER'S LIABILITY CLAUSE

(applicable to Passenger Liability only)

Attaching to and forming part of Policy No. As shown on Schedule

Issued in the name of: The Insured as shown on Schedule

IT IS UNDERSTOOD AND AGREED THAT:-

1. The Policy to which this endorsement is attached is hereby amended to provide coverage in compliance with the prescribed requirements referred to in Part IVA subsection 41C(2) of the Civil Aviation (Carriers' Liability) Act 1959.

2. Such coverage shall be within the limits of liability in the Policy and not in addition to or in excess thereof.

3. Such coverage shall continue until cancelled by Insurers or their authorised representative giving the appropriate notice.

4. Unless the Policy otherwise provides the following exclusions not prohibited by the provisions of the said Act shall apply:-
   4.1. War Exclusion Clause AVN48B paragraphs (a) and (b) or equivalent clauses(s).
   4.2. Noise and Pollution and Other Perils Exclusion Clause AVN46B or equivalent clause(s).
   4.3. Nuclear Risks Exclusion Clause AVN38B or equivalent clause(s).
   4.4. Bodily Injury to or sickness, disease or death of any employee arising out of and in the course of his/her employment

5. Coverage for personal injury as required by the said Act is provided by the Policy to which this endorsement is attached.

6. If Insurers are called upon to provide coverage to the Insured in compliance with the said Act including the defence and legal costs associated therewith and if by reason of the terms, conditions, limitations and exclusions of the Policy such coverage would not have been provided except for this endorsement then the Insured will reimburse Insurers for such payments made in providing coverage under the said Act.

7. The terms, conditions, limitations and exclusions of the Policy shall apply to claims made under the Policy which (a) are in excess of the limits specified in the said Act or (b) are not governed by the provisions of the said Act.

The following Condition is only applicable if Aerial Survey/Photography, Low Level Survey or Power Line Survey uses is noted on the Policy Schedule.

AERIAL PHOTOGRAPHY/ SURVEY EQUIPMENT

This policy does not cover loss of or damage to cameras, scanners or other aerial photography/ survey equipment unless previously declared and other than as a result of an accident to the carrying Aircraft insured hereunder. It is further noted that damage to such equipment due to gradual wear and tear and deterioration, scratching, fogging or misting of lens, mechanical or electrical derangement is hereby excluded.

The following Condition is only applicable if Banner / Glider Towing is a declared Use under the Policy Schedule.

BANNER/ GLIDER TOWING ENDORSEMENT

It is hereby noted and agreed that this Policy excludes liability in respect of loss of or damage to any Banner or Glider towed by the Aircraft insured hereunder. It is further noted and agreed that Section II does not extend to indemnify the Insured against claims made by Third Parties as a result of any Banner or Glider towed by the Insured Aircraft hereunder.

The following Condition is only applicable if Baiting, Low Level Survey or Power Line Survey is a declared Use under the Policy Schedule.

CONSEQUENTIAL LOSS ENDORSEMENT

Notwithstanding anything contained herein to the contrary, Section II of this Policy extends to include all sums for which the Insured and/or operator is legally liable consequent upon impact with power lines by the aircraft insured hereby, provided that the amount payable by the Insurer shall not exceed AUD $250,000 in respect of any one accident and in the aggregate per Policy year.

The following Condition is only applicable if a Financier or Loss Payee is noted under the Policy Schedule and where Section 1 (Loss of or Damage to Aircraft) coverage is included under the Policy.

AIRCRAFT FINANCIAL INTEREST ENDORSEMENT

It is noted that the Party named in the Schedule hereto has a financial interest in the Aircraft under the Agreement. Accordingly, with respect to losses occurring during the period from the Effective Date of this Endorsement until the expiry of the Insurance or until the satisfaction of the obligations under the Agreement, whichever shall first occur, in respect of the interest of the Party and in consideration of an Additional Premium IT IS UNDERSTOOD AND AGREED THAT:

1. The insurance afforded by this Policy for loss of or physical damage to the insured Aircraft shall not be invalidated as regards the interest of the Party by any act or omission by the Insured which results in a breach of any term, condition or warranty of the Policy PROVIDED THAT the Party has not caused, contributed to or knowingly condoned the said act or omission. Nevertheless any change in title or ownership of the Aircraft, conversion, embezzlement or secretion by the Insured in possession of the Aircraft is not covered hereunder.
2. The protection afforded to the Party by the terms of this Endorsement shall be limited to loss of or physical damage to the insured Aircraft and shall not exceed the Original Amount under the Agreement less any relevant Policy Deductible and less all matured Instalments paid or due prior to the accident giving rise to a loss hereunder.
3. The Party shall notify the Insurers of any increase in hazard which comes to the Party's attention and if agreed by the Insurers it shall be endorsed on the Policy, the Party agreeing to pay any additional required premium if the Insured fails to do so on demand of the Insurers.
4. If the Insured fails to notify the Insurers as specified in the Policy Conditions of any event likely to give rise to a claim under the Policy, the Party shall do so immediately he becomes aware of the event in form and manner as prescribed by the Policy.
5. Upon payment of any loss or claim to the Party, Insurers shall to the extent and in respect of such payment be subrogated to all legal and equitable rights of the Party. At the expense of Insurers the Party shall do whatever is necessary to assist the Insurers to exercise such rights.
6. Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by this Endorsement may only be cancelled by Insurers giving not less than Thirty (30) days notice in writing to the Appointed Broker. Notice shall be deemed to commence from the date such notice is given by the Insurers. In the event of cancellation for non-payment of premium, the Party shall have the option to pay all outstanding premiums in respect of the Aircraft within the notice period.

EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT THE FINANCIAL INTEREST OF THE PARTY IS COVERED BY THE POLICY FOR LOSS OF OR PHYSICAL DAMAGE TO THE INSURED AIRCRAFT ONLY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.

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The following Condition is only applicable if Premises Liability is included in the Policy.

PREMISES LIABILITY

It is hereby noted and agreed that the Insurer will pay on behalf of the Insured all sums which the Insured shall become legally liable to pay or by final judgment be adjudged to pay, 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,

caused by an accident occurring during the Period of Insurance specified in the Schedule.

Cover is for liability arising from bodily injury or property damage:

(a) in or about premises owned or occupied by the Insured as a direct result of services granted by the Insured;

(b) elsewhere in the course of any work or in the performance or any duties carried out by the Insured or his employees in connection with the business or operations of the Insured,

caused by the fault or negligence of the Insured or any of his employees engaged in the Insured's business or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business.

In no case shall the Insurer's liability exceed the Limit of Liability stated above in respect of any one accident or occurrence.

Coverage under this endorsement shall not apply to:

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by, the Insured or any servant of the Insured, but this exclusion shall be deemed to not to apply to vehicles that are not the property of the Insured whilst on the premises of the Insured.

2. Bodily injury or property damage caused by -
   (a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such 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;

   (b) any ship, vessel, craft or aircraft owned, chartered, used or operated by or on account of the Insured.

3. Bodily injury or property damage arising out of any Air Meet, Air Race or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurer.

4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Insurer.

5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees after such goods or products have ceased to be under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the premises of the Insured.

6. Loss of or damage to stock and/or merchandise of any description.

7. Liability for bodily injury or damage to property imposed by Part VA of the trade Practices Act, 1974.

Exclusions Applicable To This Endorsement

1. This ENDORSEMENT DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workman's compensation, unemployment compensation or disability benefits law or any similar law.

2. THIS POLICY DOES NOT COVER liability assumed by the Insured by Agreement under any Contract unless such liability would have attached to the Insured even in the absence of such Agreement.

3. THIS ENDORSEMENT DOES NOT COVER liability arising out of the ownership, operation and/ or management of any airfield or airport unless previously agreed by Insurers.

4. THIS ENDORSEMENT DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Insurers.

5. THIS ENDORSEMENT DOES NOT COVER liability to pay punitive exemplary or aggravated damages.

6. THIS ENDORSEMENT DOES NOT COVER liability arising out of the possession, handling, storage, sale, dealing in or distribution (by aircraft or otherwise) of agricultural fertilizers, chemicals, herbicides and/or insecticides.

7. THIS ENDORSEMENT DOES NOT COVER liability arising out of the provision of advice, the failure to advise or any breach of any professional duty owed by the Insured or by the Insured's employees, agents or contractors.

In this Endorsement and, unless expressly stated to the contrary, in the Schedule and any endorsements:

PROPERTY DAMAGE means loss of or damage to the property of others.

SOME IMPORTANT THINGS YOU NEED TO KNOW – might need a new one

It is essential that you carefully read and understand the following important notices. If you have any questions, please ask us.

Make sure you comply with your Duty of Disclosure or Duty not to Misrepresent.
The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing.

If your contract is not a consumer insurance contract, then you must tell the Insurer certain matters which will help them to decide whether to insure you and, if so, on what terms.

If your contract is a consumer contract, then you have a duty to take reasonable care not to make a misrepresentation to the Insurer when answering questions that the Insurer will ask you and when you provide the Insurer with information.

You have the above duties in relation to non-consumer insurance contracts and consumer insurance contracts (as applicable) until the Insurer agrees to insure you and before the Insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy.

If you are responding for other insureds
If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure or duty not to misrepresent obligations (as applicable).

Avoid making misrepresentations or not telling the Insurer something
If you (or anyone who is or proposed to be an insured under the policy) do not take reasonable care not to make a misrepresentation to the Insurer for consumer insurance contracts, or if you do not tell the Insurer something that you are required to tell them for non-consumer insurance contracts, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the Insurer may refuse to pay a claim and treat the policy as if it never existed.

If we act on behalf of the Insurer, you need to refer to the policy which will set out the duty that applies. We will advise you when/if we act on behalf of the Insurer.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that:
* you know; or
* a reasonable person in the circumstances could be expected to know;

may be relevant to the Insurer's decision whether to insure you and, if so, on what terms.

If in doubt it is better to tell us. We will then assist you in determining what needs to be disclosed to the Insurer in order to meet your duty.

When you first apply for your policy, the Insurer may ask you specific questions relevant to their decision whether to insure you.

Before an Insurer agrees to renew your policy, you may again be asked specific questions by the Insurer relevant to their decision whether to renew your policy.

When you answer any questions asked by the Insurer for a non-consumer insurance contract, you must give honest and complete answers and tell the Insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances would include in answering the questions. Examples of matters that should be disclosed are:
* any claims you have made in recent years for the particular type of insurance;
* cancellation, avoidance of, or a refusal to renew your insurance by an Insurer;
* any unusual feature of the insured risk that may increase the likelihood of a claim.
* circumstances which may give rise to a claim.

An Insurer who is deciding whether they are prepared to renew your policy, may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If an Insurer does this, you must tell them about any changes or advise that there is no change. If you do not respond then this will be taken to mean there has been no changes.

Delay between final entry into the policy and original disclosure of information
You need to tell us if you have disclosed information in the application process and something has happened that makes the information disclosed inaccurate, or new matters arise that would require disclosure under the duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

Misstatement of Premium
We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

Change of Risk or Circumstances
You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation if it is not. Many policies require us to notify the Insurer in writing of certain changes to the insured risk during the period of insurance. The Insurer can then decide whether to cover the new risk. Examples are:

* For insurance covering property - location changes, new business activities or any significant departure from your normal business operations.
* For insurance covering your liability to third parties - changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to Insurers.

Interest of Other Parties
Many policies exclude cover for an interest in the insured property held by someone other than the insured, unless that interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know, so that we can ask the Insurer to note the party's interest on the policy.

Cancellation of your Policy
If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we received from the Insurer or have a cancellation fee charged to offset the Insurer's deduction of commission. Please ask us for any additional information you require about our remuneration or cancellation policy.

The Australian Financial Complaints Authority
If you have any complaints about the service provided to you, you should contact us and tell us about your complaint. If the complaint cannot be resolved to your satisfaction within 30 days, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA).
Website: www.afca.org.au
Telephone: 1800 931 678
Email: info@afca.org.au
In writing to: Australian Financial Complaints Authority. GPO Box 3, Melbourne VIC 3001

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