



Policy Wording

based on QBE Remotely Piloted Aircraft System Policy QM8051-0424

and

QBE Aircraft Aerial Application Liability Policy QM7601-0424

Contact Us

help@getdronecover.com.au



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 ζητήστε 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 पोलिसी 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 ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ 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

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, Sydney NSW 2001

Policy Wording

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.
Uses	
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.
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.	

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.

ADDITIONAL DEFINITIONS

Ground Equipment	Includes but is not limited to ground stations, controllers, cases, chargers, tools, laptops, tablets, monitors, video links etc. but only whilst being used in conjunction with the Insured's RPAS operations, but never actually attached to the RPAS whilst in flight.
Spares	Includes but is not limited to engines/motors, propellers, batteries, memory cards and other spare parts destined to be fitted to or to form part of the RPAS whilst in flight. For the purposes of this Definition, the body/chassis of a RPAS drone is not deemed to be a 'Spare' regardless of it's intended use, and must be declared under the policy as a RPAS.
Excluded Category	As defined by CASA on the following website : https://www.casa.gov.au/drones/operator-accreditation-certificate/drone-weight-categories-and-requirements
Swarming	Multiple RPAS deployed to accomplish a shared objective, with the platforms autonomously altering their behaviour based on intercommunication.
Aerial Application	Means the intentional spraying, spreading or dropping of any chemical, fertilizer, seed or baits from the RPAS in flight.

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

DRONE COVER ENDORSEMENT NO. 1

Section 3: (A) 2 'Populated Event' is deleted in its entirety.

DRONE COVER ENDORSEMENT NO. 2

Section 2: (A) 2 (a) 'Operational Personnel' is deleted in its entirety.

DRONE COVER ENDORSEMENT NO. 3

Section 3:(C) Condition 10 is extended to include all ground staff.

CARGO LEGAL LIABILITY ENDORSEMENT

This Endorsement extends the coverage provided under Section 2(A) 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 25,000

DEDUCTIBLE : AUD 1,000

AVN92 Amended

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 RPAS 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 Amended

UNAUTHORISED USE CLAUSE

No claim under this Policy shall be rejected on the grounds that the RPAS 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 authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised 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 authorisation given by the Insured.

AVN 77 Amended

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 Amended

CHEMICAL LIABILITY EXCLUSION (Amended)

The Company will not pay under Sections 2(A) and 2(B) of this Policy in respect of any claim for death, injury or damage caused by any chemicals, compounds, seeds, insecticides, herbicides, baits, defoliants, desiccants and/or germicides or by the application, spraying, spreading, dropping, drifting or use of such matter, 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, unless specifically noted in the Schedule.

DRONE COVER ENDORSEMENT NO. 4

Coverage in respect of any Payload, Ground Equipment or Spare excludes whilst such equipment is being used for purposes not related to the Insured's RPAS business operation.

DRONE COVER ENDORSEMENT NO. 5

The 'transit' coverage provided under Section 1: 1. (d) is deleted and replaced with:
We will cover You up to the limit specified on Your Policy Schedule for loss or damage to the RPAS (including associated Payload(s), Ground Equipment and Spares) whilst in the normal course of transit occurring during the period of insurance, subject to the Geographical Limits specified on the Schedule. In the event of theft of an RPAS from a vehicle, cover will only apply following forcible and violent entry which causes damage to the locked vehicle.

DRONE COVER ENDORSEMENT NO. 6

In respect of any mid-term policy Endorsements which incur an additional premium, minimum pro rata 30 days premium will be payable unless the endorsement runs to the natural expiry date of the policy in which case 'pro rata' premium will apply.

DRONE COVER ENDORSEMENT NO. 7

Section 2B, Exclusion 2(a) shall not apply to buildings that are not owned by the Insured but are occupied by the Insured for the purposes of the Insured's business or operation.

DRONE COVER ENDORSEMENT NO. 8

Coverage in respect of any Payload, Ground Equipment or Spare excludes whilst such items are being used/operated by any other company apart from the Insured, or whilst such items are attached to or installed within any RPAS not Insured under this policy.

The following Conditions are only applicable if Section 1 coverage is included under the Policy.

EXTENDED COVERAGE ENDORSEMENT (RPAS HULLS)

Notwithstanding the contents of the War, Hijacking and Other Perils Exclusion Clause forming part of this Policy, IT IS HEREBY UNDERSTOOD AND AGREED that this Policy is extended to cover claims caused by the following risks:-

- (i) Strikes, riots, civil commotions or labour disturbances;
- (ii) Any malicious act or act of sabotage;
- (iii) Hi-jacking or any unlawful seizure or wrongful exercise of control of the RPAS or crew in flight (including any attempt at such seizure or control) made by any Aircrew or ground staff.

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 the Amount Insured in the aggregate during the policy period
3. The Insured has paid or has agreed to pay the additional premium of Nil 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 G.M.T. on the day on which notice is issued.

AVN 51 Amended

AIRCREW WAIVER OF SUBROGATION CLAUSE

It is hereby understood and agreed that in respect of coverage afforded by the Policy, the Insurer agrees to waive their rights of subrogation against the Aircrew and all ground staff of the RPAS in respect of claims for loss or damage to the RPAS.

However, this clause does not cover the Aircrew or ground staff for claims arising from his/her own wilful or deliberate misconduct.

DRONE COVER ENDORSEMENT NO. 9

No 'Hull' cover is applicable whilst any RPAS or Payload is being operated in the 'Excluded Category', regardless of whether there is a 'Hull' Agreed Value shown on the Schedule.

The following Conditions are only applicable if the Geographical Limits of the Policy have been extended to include Worldwide operations:

TMK GEOGRAPHIC AREAS EXCLUSION CLAUSE

Notwithstanding any provisions to the contrary and subject to clauses 2 and 3 below, this Policy excludes any loss, damage or expense howsoever occurring within the geographical limits of any of the following countries and regions:

- (a) Algeria, Burundi, Far North Region of Cameroon, Central African Republic, Democratic Republic of Congo, Ethiopia, Kenya, Mali, Mauritania, Nigeria, Somalia, The Republic of Sudan, South Sudan.
 - (b) Colombia, Peru.
 - (c) Afghanistan, Jammu & Kashmir, North Korea, Pakistan.
 - (d) Abkhazia, Donetsk & Lugansk regions of Ukraine, Nagorno-Karabakh, North Caucasian Federal District, South Ossetia.
 - (e) Iran, Iraq, Lebanon, Libya, North Sinai Province of Egypt (including Taba International Airport), Syria, Yemen.
 - (f) Russia, Belarus, Crimea, Ukraine and Israel
 - (g) Canada and the United States of America
2. However coverage pursuant to this Policy is granted:
- (a) for the overflight of any excluded country where the flight is within an internationally recognised air corridor and is performed in accordance with I.C.A.O. recommendations; or
 - (b) in circumstances where an insured RPAS has landed in an excluded country as a direct consequence and exclusively as a result of force majeure.
3. Any excluded country may be covered by underwriters at terms to be agreed by the Slip Leader only prior to flight.

LSW617H Amended

The following Conditions are only applicable if Aerial Applicator's Liability coverage is included :

As per the Policy Schedule, if Aerial Application Liability is included, the following Aerial Application Aircraft Aerial Application Liability Policy Wording QM7601-0424 is applicable.

The Geographical Limits in respect of this Policy is restricted to Australia only.



QBE Insurance (Australia) Limited

Aviation

Aircraft Aerial Application Liability Policy

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήστε 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 पोलिसी 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 ਜੁੱਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect Your privacy and how to make a complaint or access our dispute resolution service.

The second part is Your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know Your own personal circumstances, You should treat any advice in this booklet as purely general in nature. It doesn't consider Your objectives, financial situation or needs. You should carefully consider the information provided with regard to Your personal circumstances to decide if it's right for You.

For more information or to make a claim

Please take the time to read through this booklet and if You have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for Your financial services provider are set out in the financial services guide or other documentation they give You.

The section titled 'Claims' at the end of this booklet tells You the full details about what You need to do in the event of a claim. If You'd like to make a claim or to enquire about an existing claim please contact:

- Your financial services provider;
- aviation.claims@qbe.com

About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 (QBE) is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886.

QBE in the community

Premiums4Good™

We are committed to giving back to the communities that we operate in. Through Premiums4Good, we invest a portion of customer premiums into impact investments that aim to make positive environmental or social change, alongside a financial return. It's just another way we help in enabling a more resilient future.

Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect Your privacy and how to make a complaint or access our dispute resolution service.

General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at codeofpractice.com.au

The Code Governance Committee is an independent body that monitors and enforces insurers' compliance with the Code. For more information about the Code Governance Committee please visit insurancecode.org.au

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at qbe.com/au

Privacy

We take the security of your personal information seriously.

We will collect personal information directly from you when you deal with us, or sometimes through our agents, other companies in the QBE group or suppliers acting on our behalf. We will only ever collect the personal information we need in order to provide our services to you, such as issuing and administering our products and services and processing claims. We will obtain consent before collecting sensitive information, such as health information, unless we are required or permitted by law to collect it without consent. Sometimes we may store and disclose your personal information overseas. When we do this, we ensure your information is retained in accordance with the Australian *Privacy Act 1988* and local privacy laws.

Our Privacy Policy describes in more detail from whom we collect personal information, as well as where we store it and the ways we could use it. You can find it at qbe.com/au/about/governance/privacy-policy

If you would like to access or correct your personal information please contact us at customercare@qbe.com or on 1300 650 503.

Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy, direct debit or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

For additional assistance in lodging a complaint, please refer to qbe.com/au

Step 2 – Customer Relations

If your complaint isn't resolved by the team looking after your Policy, direct debit or claim, you can ask them to refer your complaint on to our Customer Relations team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

You can also contact the Customer Relations team directly:

Phone:	1300 650 503
Fax:	(02) 8227 8594
Email:	complaints@qbe.com
Post:	GPO Box 219, Parramatta NSW 2124

Step 3 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

Phone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, Melbourne VIC 3001

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA. For more information, visit afca.org.au

More information

You can find more information about how we deal with complaints on our website at qbe.com/au or you can call us on 133 723 to speak with us or request a copy of our complaints brochure at no charge by us.

Complaints just about privacy

If you're not happy with how we've handled your personal information, call us on 1300 650 503 or email us at customercare@qbe.com. If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC):

Phone:	1300 363 992
Email:	enquiries@oaic.gov.au
Post:	GPO Box 5288, Sydney NSW 2001

Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

Our agreement

QBE Insurance (Australia) Limited ABN 78 003 191 035 ("We", "Us", "Our" or "The Company") in consideration of the payment of the premium and in reliance upon the information provided by You including any proposal which is agreed to be the basis of and incorporated into this Policy, agrees to insure against liability for Bodily Injury or Property Damage arising out of an Occurrence during the Period of Insurance to the extent and manner provided in this Policy.

Preamble

Headings are inserted for the purpose of convenient reference only and are not to be considered part of the Policy.

Certain word and phrases used in this Policy have special meanings which can be found later in this section under "Words with special meanings".

Proportions

In the case of co-insurance, the additional insurer/s will be shown on the Schedule to the Policy along with the proportions underwritten by each of the insurers and the expression "We", "Us", "Our" or "The Company" shall refer to the insurers collectively. Should any amount become payable under this Policy, the insurers shall not be jointly liable but shall pay to or on behalf of You their respective proportions of the amount payable and no more.

Paying your premium

Your Debit Note and Policy set out Your premium, its due date and how you've chosen to pay it.

You must pay your premium by the due date shown on Your Policy Schedule. If We don't receive Your premium by the date, or if Your payment is dishonoured, Your Policy may be cancelled and we'll write to You to let You know when this will happen.

Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

Word or Term	Meaning
Aerial Application	means the intentional spraying, spreading or dropping of any chemical, fertilizer, seed or baits from the Aircraft in flight.
Aircraft	means the aircraft specified in the Policy Schedule or any additional aircraft added to the Policy.
Australia	means continental Australia and extending 50 miles into territorial waters, external territories (excluding Australian Antarctic Territory, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories).

Word or Term	Meaning
Bodily Injury	bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury.
Data	any information, text, figures, voice, images or any machine-readable data, software or programs including any person's or organisation's confidential, proprietary, or personal information.
Data Event	any access to, inability to access, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of Data.
Occurrence	means either an accident or continuous or repeated exposure to conditions which unexpectedly and unintentionally cause Bodily Injury or Property Damage during the Period of Insurance. All damages arising out of such exposure to substantially the same general conditions shall be considered as arising out of one Occurrence. Furthermore, all spraying or spreading of one type of agricultural chemical for one farmer/grower/occupier/owner during one calendar day shall be deemed as one Occurrence.
Period of Insurance	the period this Policy operates for as shown on Your Policy Schedule.
Property Damage	means physical damage to or destruction of tangible property including loss of use thereof at any time resulting therefrom.
Policy Schedule	Schedule attaching to and forming part of this Policy.
You, your, yours, Insured	the person(s), company(ies) or firm(s) named on the current Policy Schedule and includes any partner, executive officer, director or employee if the named Insured is a corporation but only while acting in the scope of their duties and any properly qualified and licensed pilot operating an aircraft specified in the Policy Schedule on behalf of You and who complies with any special requirements shown on the Policy Schedule.
We, Our, Us, The Company	QBE Insurance (Australia) Limited ABN 78 003 191 035.
In this Policy: (i) singular shall include the plural; and (ii) headings shall not be used in the construction of this Policy. For the purposes of this Policy, where an Insured is a corporation, You shall be affixed with the knowledge and consent and bound by the acts of the directors, chief executive officer, managing director or other person responsible for the management of the corporation.	

Section 1: Coverage

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

1. Supplementary Payments

For claims covered by the Policy, We will:

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

2. Automatic Insurance of Acquired Aircraft

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

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

- (a) if at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability. You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s); or
- (b) if the delivery date is prior to the effective date of this Policy, cover shall apply from the date at which the Period of Insurance is shown to commence in the Policy Schedule.

3. Territory of Use

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

4. Two or more Aircraft

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

5. Deductible

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

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

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

This Policy does not cover:

Purpose of Use

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

Pilots

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

Property of You

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

Deliberate spraying

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

Farmer/Owner's property

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

Contract

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

Employees

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

Workers' Compensation

8. Liability for Bodily injury to any person, who at the time of sustaining such injury is engaged in Your service or acting on Your behalf or liability for which You or their insurer may be held liable under any workers' compensation, employees' compensation, accident compensation or any similar law other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation.

Crew

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

Professional Duty

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

Subcontractors

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

Loss of Chemicals etc

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

Residential area

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

Liability of farmer/owner

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

Prohibited chemicals

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

Chemical manufacturer's recommendations

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

Exemplary damages

17. Aggravated, exemplary or punitive damages.

Financial or economic loss

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

War, hijacking and other perils

19. Liability arising from:

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- (b) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (c) strikes, riots, civil commotions or labour disturbances;
- (d) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- (e) any malicious act or act of sabotage;
- (f) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority; or
- (g) hijacking or any unlawful seizure or wrongful exercise of control of an aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board an aircraft acting without Your consent.

Additionally, this Policy does not cover claims arising while an aircraft is outside Your control by reason of any of the above perils. An aircraft shall be deemed to have been restored to Your control on the safe return of the Aircraft to You at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (safe return requires the Aircraft be parked with engines shut down and under no duress).

Environmental risks

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

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

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

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

- (i) damages awarded against You; and
- (ii) defence costs and expenses incurred by You.

Nuclear Risks

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

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- (b) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

Operation of aircraft

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

Liability to another insured

23. The liability of one Insured to another Insured.

Sanctions and Embargo Clause

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

- (a) If, by virtue of any law or regulation which is applicable to Us at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to You is or would be unlawful because it breaches an embargo or sanction, We shall provide no coverage and have no liability whatsoever nor provide any defence to You or make any payment of defence costs or provide any form of security on Your behalf, to the extent that it would be in breach of such law or regulation.
- (b) In circumstances where it is lawful for Us provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then We will take all reasonable measures to obtain the necessary authorisation to make such payment.
- (c) In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of Us to provide coverage as specified in paragraph 1, then both You and Us shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by Us a minimum of 30 days notice in writing be given. In the event of cancellation by either You or Us, We shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to Us, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by Us shall be effective even though We make no payment or tender of return premium.

Laws impacting cover

25. We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is unlawful for Us to do so.

Data Event

26. To any loss, damage, expense or liability arising out of a Data Event.

This exclusion does not apply to:

- (a) physical loss of or physical damage to an Aircraft or spares and equipment; and/or
- (b) Bodily Injury and/or property damage caused by an Aircraft accident; and/or
- (c) Bodily Injury and/or damage to tangible property including resultant loss of use of such property arising out of Your aviation operations caused other than by an Aircraft accident.

For the purpose of sub-paragraphs (b) and (c):

- (i) solely;
- (ii) Data shall not be considered as tangible property.

Section 3: General Conditions applicable to all sections of this Policy

You are required to act reasonably, and observe and fulfil the following Conditions, each of which may be conditions precedent to Our liability to make any payments under this Policy.

Claims notification

1.

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

Notice of claim or suit

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

Conduct of proceedings

3.

- (a) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by You except for immediate medical or surgical relief to others as shall be imperative at the time of Occurrence, without Our written consent.
- (b) As to the conduct of proceedings:
 - (i) We may assume responsibility for, conduct or prosecute (in the name of You and for Your own benefit) any claim, any claim for indemnity or damages or otherwise against any third party and will keep You informed as to the conduct of any negotiations or proceedings or the settlement of any claim;
 - (ii) Your reasonable assistance is to be provided to Us or Our agents.

Compliance

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

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

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

Change in risk

5. If after this Insurance has been effected, the risks as disclosed at the commencement or renewal of this Policy or in the Policy Schedule, are materially altered, any alterations must be notified to Us, in writing as soon as reasonably practicable. Claims arising subsequent to the notification of any alteration in the risk may not be recoverable unless the alteration in the risk has been accepted by Us.

"Materially altered" means any change in the operation of the Insured, as disclosed to the Company at the commencement or renewal of this Policy or in the Policy Schedule, which might reasonably be regarded by the Company as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.

Assignment

6.

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

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

Contribution and other insurance

7.

- (a) When making a claim, You must notify Us of any other insurance that You're aware will or may, whether in whole or in part, cover any loss insured under Your Policy.
- (b) If at the time of any loss, damage or liability there's any other insurance (whether issued to You or any other person) which covers the same loss, damage or liability You must provide Us with any reasonable assistance We require to make a claim for contribution from any other insurer(s).

Limit and legal costs

8.

- (a) Our liability under any Section of this Policy shall not exceed the amount of indemnity stated in the Policy Schedule, less any amount specified in the Policy Schedule as a deductible.
- (b) We will also cover any legal costs and expenses (Legal Costs), incurred with Our written consent, in defending any action brought against You for compensatory damages (Claim) covered by Section 1, subject to the following:
 - (i) should Your liability, or the amount paid or awarded in settlement of any Claim, exceed the Limit of Indemnity stated in the Policy Schedule;
 - (ii) Our liability for Legal Costs may be limited to the proportion of the Legal Costs as the Limit of Indemnity bears to the amount paid to dispose of the Claim.

Fraud

9.

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

Flight Manual

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

Jurisdiction, law and practice

11. The laws of Australia govern this Policy. All disputes relating to this Policy will be subject to determination by any court of competent jurisdiction within Australia.

References to Legislation

12. Legislation referenced in this Policy includes subsequent legislation. Any term used in this Policy and defined by reference to legislation will have the meaning given in any replacement definition or definition with materially the same object or purpose in subsequent legislation.

'Subsequent legislation' means:

- an act or regulation as amended, replaced or re-enacted;
- where an act or regulation has been repealed, the current equivalent act or regulation (Commonwealth, State or Territory) with materially the same object or purpose whether in whole or in part.

Section 4: Cancellation

1. This Policy may be cancelled by Us:

- (a) where You fail to comply with the duty of the utmost good faith;
- (b) where You make a misrepresentation to Us during negotiations prior to this issue of this Policy;
- (c) where You fail to comply with a provision of this Policy;
- (d) where You fail to pay the premium or any part or instalment of the premium;
- (e) where You make a fraudulent claim under the Policy;
- (f) where You make a fraudulent claim under some other policy of insurance (whether with Us or with some other insurer) that provides insurance cover during any part of the term of this Policy;
- (g) where You fail to give Us written notice of a change in the circumstances or the nature of the risks which are covered by this Policy; or
- (h) where We otherwise are lawfully entitled to cancel.

2. This Policy may be cancelled by Us or Our agents giving notice of cancellation which shall take effect at the earlier of the following times:

- (a) at the time when another policy which replaces this Policy takes effect; or
- (b) at 4.00 p.m. on the third business day after the day on which the notice was given to You.

3. If this Policy is cancelled by Us You shall retain the earned premium for the period that this Policy has been in force calculated on a pro rata basis. Notice of cancellation by Us shall be effective even though We make no payment or tender of a proportion of the premium. There will be no return premium in the event that any claim is paid or is payable under this Policy.

4. This Policy may be cancelled at any time by You giving 15 days' notice in writing to Us. If cancelled by You a return premium shall be at the Aviation Cancellation Scale as follows:

Aviation Cancellation Scale	
1 month on risk	20% of annual premium
2 months on risk	30% of annual premium
3 months on risk	40% of annual premium
4 months on risk	50% of annual premium
5 months on risk	60% of annual premium
6 months on risk	70% of annual premium
7 months on risk	75% of annual premium
8 months on risk	80% of annual premium
9 months on risk	85% of annual premium

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

Financial Services Guide

MAY 2025

Version: 16

DroneCover is a trading name of **Austbrokers ABS Aviation Pty Ltd ABN 58 137 269 991 a Corporate Authorised Representative (ASIC AR No. 337737)** of Austbrokers Sydney Pty Ltd ABN 14 061 968 090, Australian Financial Services Licence 244244.

Licensee Details:

Austbrokers Sydney Pty Ltd, Level 14, 44 Market Street, Sydney NSW 2000

T: (02) 8567 3110

E: enquiries@absyd.com.au

This Financial Services Guide (**FSG**) is designed to assist you in deciding whether to use the services offered by us. It contains important information about:

- who we are and our contact details;
- the services we offer;
- how we and our associates are remunerated;
- details of our associations and relationships;
- how we manage conflicts of interest; and
- how we resolve complaints.

If you are a retail client, then before we either arrange an insurance policy for you, or we provide personal advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement (**PDS**). The PDS is prepared by the insurer and is designed to provide you important information about the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. The PDS may contain multiple documents.

If you are a retail client and we provide you with:

- General advice, we will provide you with a General Advice Warning.
- Personal advice, we will provide you with a Statement of Advice (or a Personal Advice Statement), and, where we provide you with further advice, we will give you a Record of Advice (or, you can request one from us anytime within 7 years after the date we give you that further advice). Any Statement of Advice or Record of Advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests.

NOT INDEPENDENT

WHY WE ARE NOT INDEPENDENT, IMPARTIAL OR UNBIASED IN RELATION TO THE PROVISION OF ADVICE AND THE IMPACT OF THIS ON YOU

We may receive remuneration or other non-monetary benefits from insurers which restricts us from referring to ourselves as independent, impartial or unbiased as it may reasonably be expected to influence the advice provided to you and may cause a conflict of interest. Please refer to the Conflicts of Interest section in this document as to how we manage Conflicts of Interest and the impact on you.

WHO WE ARE AND OUR CONTACT DETAILS

Austbrokers Sydney Pty Ltd and the authorised representative(s) are, unless stated otherwise, referred to in this FSG as "we" or "us" and can be contacted at:

Austbrokers Sydney Pty Ltd
Level 14, 44 Market Street Sydney NSW 2000

PHONE: (02) 8567 3110

EMAIL: enquiries@absyd.com.au

The financial services described are provided by us and our authorised representative(s). Austbrokers Sydney Pty Ltd are responsible for the financial services offered in this FSG, and we do not act on behalf of any other person.

THE SERVICES WE OFFER

Our various roles

We are an Australian Financial Services Licensee and are licensed under the Corporations Act to advise and deal in relation to all general insurance products. We can act in a number of roles in providing our services.

We usually act on your behalf. However, in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We will advise you if this is the case as this will mean that we do not act for you when we provide the service.

Distributors

Austbrokers Sydney Pty Ltd may appoint a Distributor under an agreement, to deal in general insurance products through its Corporate Authorised Representative Austbrokers ABS Aviation Pty Ltd. The authority provided by Austbrokers Sydney does not allow the Distributor or their representatives to give financial product advice. Austbrokers ABS Aviation Pty Ltd may pay to the Distributor a share of the commission or fee that it earns in the range of 0% to 100% for arranging or renewing insurance cover on its behalf.

We may provide a variety of services and act in different roles

It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of services to you and act in a variety of roles.

For example, where you require a number of different covers, we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice, or provide dealing services only and act as agent of the insurer, and not on your behalf. We advise you of our services and clearly explain our role before or at the time we provide you with a service. Ask us if you need more detailed information or if you do not understand our explanation.

Our services

Arranging insurance for you

This is where we arrange for the application, acquisition, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain this to you when you apply for the insurance.

Providing advice to you

There are two types of advice services we provide and it is important to understand the difference:

- Personal advice – this is advice provided by us to you, on the suitability of general insurance policies to meet your particular needs. We will agree with you when this service is to be provided and what the scope of our personal advice will be. Before we provide any personal advice, we will need to assess your needs, goals, objectives and personal circumstances so we can provide you with appropriate advice.
- General advice – this is where we provide a general recommendation or opinion to you on a general insurance

policy which is not based on our consideration of your personal circumstances. We will advise you when this is the case. If general advice is provided, you need to consider if the general advice and any relevant product is suitable for your circumstances.

Claims assistance – Where we act on behalf of the Insured

We can also assist you when you need to make a claim. If a claim occurs, contact us and we can help you decide what to do. We do not do anything without your consent. We provide this assistance as part of our overall service for no additional charge. We do not provide this service if we no longer act for you.

Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

Premium funding

In some cases, insurers require the full premium payment up front. Premium funding allows you to pay your premium via instalments. You will, however, need to pay interest to the premium funder on the amount borrowed.

We and AUB Group Limited ABN 60 000 000 715 (**AUB**), have preferred supplier arrangement with several premium funders. In arranging premium funding with these, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are suitable for you or that they are the most appropriate. You need to make your own decision based on the information provided.

Authority of Authorised Representative

The Authorised Representative is authorised to provide all of the above services we can offer. Please note: We are responsible for the services provided by the Authorised Representative that is authorised for in this document. We are not responsible for any unauthorised services (to the full extent permitted by law) so check the services provided are authorised. We have authorised the distribution of this FSG by the Authorised Representative.

HOW TO INSTRUCT US

You need to give us instructions in writing by letter or email, or by another method agreed by us.

FEES WE CHARGE YOU

Unless we specifically agree in writing before providing our services to charge on a "Fee Only – no commission" basis, our fees will comprise the following:

- a Broker Fee – this is an administration fee payable when you enter into an insurance policy;
- a pre agreed set amount for specific services;
- an amount based on a pre agreed rate for the time we spend providing the service; or
- on some other basis agreed with you before we provide the service.

The fee is payable after we provide our services or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fee is earned in full at the time of placement of the relevant policy and is not refundable either in its entirety or on a pro rata basis in the event you cancel your policy before its expiry, or our agreement is terminated.

Personal advice

If we provide you with personal advice as a retail client, then at the time the advice is provided to you, or as soon as practicable afterwards, we will tell you either:

- the amount of any remuneration (including commission) or other benefits we or other persons receive that might reasonably be expected to be, or have been capable of, influencing us in providing the advice; or
- if the amount is not known, the manner of calculation.

HOW WE AND OUR ASSOCIATES ARE REMUNERATED

When we act on your behalf in advising on and/or arranging insurance we can be remunerated in a number of ways.

These can vary according to the service you require and/or our arrangements with the relevant insurer or their representative. We are remunerated by:

- commission from the insurer;
- fees we charge you; or
- a combination of the above.

Details are provided below on each.

Commission paid by the insurer to us

Unless we tell you in writing that we will provide our service on a "Fee Only - no commission" basis, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable).

The commission is a percentage of the insurer's base premium typically ranging from 0% to 20% (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies), depending on the insurer and type of insurance.

The commission does not represent our profit margin. It reflects a combination of factors related to the management and distribution of insurance products, including such factors as expenses incurred in administrative services. The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.

Where we act on your behalf and you cancel or amend a policy and obtain a refund of premium, you agree that we can keep our commission.

Advisors and employees

Our advisors and employees receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain non-monetary benefits of the type described in this guide.

Remuneration arrangements we have with insurers

We are also a member of the Austbrokers network of insurance brokers.

AUB Group Limited ABN 60 000 000 715 (**AUB**) is the sole shareholder of Austbrokers Member Services Pty Limited ACN 123 717 653 (**AMS**), a company that provides marketing, distribution and training services to members of Austbrokers. Some insurers pay a fee to AMS, being an agreed dollar value (before government fees or charges). Different insurers may pay different fees to AMS.

The fees received from insurers fund the provision of AMS services to Austbrokers members. We and other Austbrokers members benefit from this support as it helps ensure we can continue to provide you with our extensive range of services. Austbrokers members may also be entitled to share in any excess of the fees received by AMS in any one annual period (if any) after deduction of all relevant AMS costs and expenses in providing its services in that period.

Referral fees and other remuneration

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

If we refer you to another service provider, we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

In making any referral we do not advise or represent the service

provider's products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information from the service provider.

Thermoscan Inspection Services Pty Limited

We and AMS have an agreement with Thermoscan Inspection Services Pty Limited ABN 57 144 479 354 (**Thermoscan**) under which we receive a referral fee in relation to any reports ordered via Thermoscan. The amount we receive as a referrer is 10% of the total reports ordered.

Premium funding

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to.

If we recommend premium funding and you decide to enter into a contract with the premium funding business, we may receive fees, being an agreed dollar value, under a commercial services agreement that AMS (a wholly owned subsidiary of AUB Group Limited ABN 60 000 000 715 (AUB)) has with some premium funders. The amount of fees varies depending on our arrangement with the premium funder we refer you to. The fees received from premium funders fund the provision of AMS services to Austbrokers members.

We are owned partly by AUB and benefit from any profit made by this entity due to this arrangement. If you need more information or explanation, please ask us.

Money handling arrangements

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer. The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers.

Non-monetary benefits

We and our staff and representatives may also receive non-monetary benefits from product issuers and other financial service providers such as sponsorships of AUB annual conferences, client functions, meals and entertainment. We monitor compliance with our policy to ensure that these benefits do not create a conflict with your interests.

DETAILS OF OUR ASSOCIATIONS AND RELATIONSHIPS

We are a member of the Austbrokers network of insurance brokers. AUB Group Limited is a shareholder in our business. In some cases, we may refer you to or advise you to use the services of one of our related body corporates, for example Austbrokers network may place your insurance with one or more of the Underwriting Agencies or refer you to another broker within the Austbrokers network, in which AUB Group Limited is a shareholder. Any placement will be at an arm's-length. Where our related body corporate acts as the agent of the insurer, you will be told when this is the case. As a member of the same corporate group, we may indirectly benefit from any such referral or advice if it improves the group performance. Refer to the "How we and our associates are remunerated" section for the normal benefits we can receive under such arrangements.

OTHER IMPORTANT INFORMATION

Conflicts of Interest

Conflicts of interest may arise in circumstances where some or all of your interests as our client are, or may be, inconsistent with some or all of our interests. We have a Conflict of Interest policy and procedure, including training and monitoring, to ensure we are aware of and manage any conflict of interest. Our company, staff and our representatives must comply with this policy and procedure.

Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way as to avoid prejudice to any party.

Duty of disclosure / Duty to take reasonable care not to make a misrepresentation

Other than in the case of consumer contracts (as defined in Part IV of the Insurance Contracts Act 1984 (Cth) (**ICA**)), before you enter into a contract of insurance, you have a duty to disclose anything that you know, or could reasonably be expected to know that may affect the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything that reduces the risk, or is common knowledge, or that the insurer already knows or should know as an insurer, or where the insurer has waived your duty of disclosure.

In the case of consumer contracts (as defined in Part IV of the ICA), you have a duty to take reasonable care not to make a misrepresentation to the insurer. This means you need to answer all questions honestly, accurately and completely, including where you provide information on behalf of another person.

Whichever duty applies, you owe the relevant duty to the insurer (both in respect of information about you and information you provide about others) up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You need to tell us if you have disclosed information in the application process and something has happened that makes that information no longer accurate, or new matters arise that would require disclosure under your duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.

Non-disclosure and misrepresentation

If you fail to comply with your duty of disclosure, or in the case of consumer contracts fail to take reasonable care not to make a misrepresentation in disclosing information to us, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure is fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

Cooling off period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may choose not to proceed with the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement (**PDS**) document. In some cases, an insurer can deduct certain amounts from any refund. Ask us if you do not understand your rights.

Premium and invoice calculations

We adopt industry practice in calculating local statutory charges. All amounts referred to in our invoices, unless stated otherwise, are to be treated as exclusive of GST.

We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however, occasionally, errors can occur. We may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error or its correction.

Professional Indemnity insurance

We and our representatives are covered under Professional Indemnity (**PI**) insurance that complies with the requirements of s912B of the Corporations Act 2001 (Cth). The insurance subject to its terms and conditions will continue to cover claims in relation to our representatives/employees, both past and present.

Privacy Collection Notice

We value the privacy of personal information and are bound by the Privacy Act 1988 (Cth) when we collect, use, disclose or handle personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in (including those outlined in this FSG).



Further information about our privacy practices can be found in our Privacy Policy that can be viewed on our website as noted above or alternatively, a copy can be sent to you on request. Please contact our office or visit our website if you wish to seek access to, or to correct, the personal information we collect or disclose about you.

What if you do not provide some personal information to us?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products.

How we collect your personal information

Collection can take place by telephone, email or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

We will collect your information directly from you or your agents. We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.

Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

What we collect your personal information for

We collect, hold, use and disclose your personal information for a variety of reasons including:

- to provide and assist our subsidiaries and affiliates with the provision of insurance broking services, insurance intermediary services, funding services, claims management services and risk management and other consulting services;
- to process and respond to a complaint or request you may make;
- if you have given consent for AUB's use of the personal information for one or more specific purposes;
- for the provision of services or the administration of our business and the business of our subsidiaries and other affiliated companies (including fulfilling and exercising our obligations and rights, exercising or defending legal claims and managing the relationship with you; and
- where it is necessary to meet our obligations at law.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. We do not use sensitive information to send you direct marketing communications without your express consent.

Any personal information provided to us may be transferred to,

and stored at, a destination outside Australia, including but not limited to New Zealand, Sri Lanka, Singapore, United Kingdom and the United States of America. Details of the countries we disclose to may change from time to time. You can contact us for details. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.

More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website noted above or by contacting us (our contact details are below).

Your consent

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

By phone: (02) 8567 3110

By email: enquiries@absyd.com.au

In writing: Austbrokers Sydney Pty Ltd

Level 14, 44 Market Street, Sydney, NSW 2000

NIBA Code of Conduct & Code of Practice

We are a proud member of the National Insurance Brokers Association (**NIBA**) and are bound by their Code of Conduct. We also subscribe to NIBA's Insurance Brokers Code of Practice (the **Code**). The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest. A copy of the Code is available from www.niba.com.au or by contacting our office.

COMPLAINTS AND DISPUTES

We are committed to providing quality services to our clients. This commitment extends to giving you easy access to people and processes that can resolve a service issue or complaint.

If you have a complaint about the service or advice we have provided to you, please address your enquiry or complaint to the Complaints Officer or the staff member providing the service.

You can contact us via phone on (02) 8567 3110 during Monday to Friday, 9am to 5pm or email us at enquiries@absyd.com.au.

We'll make every effort to deal with your concerns as quickly as possible. If a complaint is resolved to your satisfaction within five (5) business days, we will provide written confirmation to you. If the matter is not resolved within this time frame, we will refer it to our Complaints Officer.

Our Complaints Officer will identify actions to remedy the complaint where possible and provide you with a decision within 30 days from the date of notification of your complaint.

If you are dissatisfied with our final response to your complaint, you may be able to refer your complaint to the Australian Financial Complaints Authority (**AFCA**).

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**) and its services are free to you. We are a member of this scheme and we agree to be bound by its determinations about a dispute.

Website: www.afca.org.au

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Mail: Australian Financial Complaints
Authority GPO Box 3, Melbourne
VIC 3001

Important Information about your Insurance

Understanding Policy Terms and Conditions

It is essential that you read and understand all the policy documents we provide you including the quotation, policy wording/Product Disclosure Statement, endorsements, and Certificate of Insurance, which contain the terms of your cover, exclusions, applicable limits, and sub-limits. If there are any errors in the policy documents or the cover is not suited to your needs, you must inform us immediately. Failure to read and understand your policy documents may result in uninsured losses.

Duty of disclosure / Duty to take reasonable care not to make a misrepresentation

Other than in the case of consumer contracts (as defined in Part IV of the Insurance Contracts Act 1984 (Cth) (ICA), before you enter into a contract of insurance, you have a duty to disclose anything that you know, or could reasonably be expected to know that may affect the insurer's decision to insure you and on what terms. You do not need to tell the insurer anything that reduces the risk, or is common knowledge, or that the insurer already knows or should know as an insurer, or where the insurer has waived your duty of disclosure.

In the case of consumer contracts (as defined in Part IV of the ICA), you have a duty to take reasonable care not to make a misrepresentation about the risk to the insurer. This means you need to answer all questions honestly, accurately and completely. 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; and
- circumstances which may give rise to a claim.

Whichever duty applies, you owe the relevant duty to the insurer (both in respect of information about you and information you provide about others) up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

You need to tell us if you have disclosed information in the application process and something has happened that makes that information no longer accurate, or new matters arise that would require disclosure under your duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable).

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.

Non-disclosure and misrepresentation

If you fail to comply with your duty of disclosure, or in the case of consumer contracts fail to take reasonable care not to make a misrepresentation in disclosing information to us, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure is fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed.

Utmost good faith

Every contract of insurance is subject to the doctrine of utmost good faith which requires the parties to the contract to act towards each other honestly and fairly, avoiding any attempts to deceive in respect of any matter arising under the contract. The insurer may refuse to pay your claim, cancel your policy, or both if you fail to act with the utmost good faith.

Claims made

If your policy is on a claims made basis it will provide cover for claims first made against you and notified to the insurer in writing during the period of insurance, provided that the act(s) resulting in the claim occurred after any retroactive date specified in your insurance schedule. In order to ensure you can claim under the policy, please report all incidents that may give rise to a claim against you to the insurer immediately after they come to your attention and before the policy expires.

Occurrence basis

If your policy is on an occurrence basis, then the policy that will respond is the policy that was in force at the time of the incident or when the injury or damage occurred.

Retroactive date

If the policy has a retroactive date, then only incidents or damage that occur or are alleged to have occurred, on or after that date is covered under the policy.

Underinsurance

Underinsurance occurs when you have not insured the full repair or replacement value of your property/asset. If you are underinsured, your insurer may rely on any 'Average' or 'Co-insurance' clause in the policy. This means you may not receive full compensation for your loss and would have to bear part of the loss yourself.

Average or Co-Insurance

Property policies and some other policies contain an "average" (sometimes called "co-insurance") clause. Under this clause if the sum insured under your policy does not cover the full cost of your loss, your claim may be reduced in proportion to the amount of this under insurance. If you do not want the average to apply, you must ensure that the level of your insurance is adequate whenever you take out or renew a policy. As an illustration of how the Average or Co-Insurance clause is applied:

Full (replacement) value is \$1,000,000 but the sum insured is \$500,000 (being 50% of the full value). If there is a claim, for say \$100,000, the amount payable under the policy because of the Average or Co-Insurance clause is \$50,000 (being 50% of the \$100,000).

Sanctions

We are unable to provide any of our services to the extent that the provision of such services will violate applicable law or expose us to any sanction, prohibition or restriction under the UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.

Subrogation

You may prejudice your rights with regard to a claim if, without prior agreement from your Insurers, you make any agreement with a third party that will prevent the Insurer from recovering the loss from that third party, or another party who would be otherwise liable.

Examples of such agreements are the "hold harmless" or "release" clauses which are often found in leases, in maintenance or supply contracts and in service/repair contracts. If you are in doubt, please consult us.



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.



UNINSURED RISKS

When formulating the email and quotation to which this notice is attached, we have only considered the RPAS Hull and Liability Policy. We have not taken into account any other potential exposures which may be relevant to your circumstances.

If you require advice or information regarding any other insurance, please send your enquiry to help@getdronecover.com.au and one of our referral partners will contact you.

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