

Aircraft Hull and Liability Insurance

Policy Wording

CHUBB®

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About this Policy

In return for payment of the Premium shown in the Schedule, the Insurer agrees to provide insurance coverage to the Insured in accordance with the terms, conditions, definitions and exclusions in this Policy, the Schedule and any endorsements.

This Policy must be read carefully together with your Schedule and any endorsements. Your Schedule is an important document and you should keep it in a safe place with all other documents relating to this insurance coverage.

Headings are included in this Policy for convenience and are not to be used to aid interpretation of the Policy terms.

If any details in your Schedule are not correct, please contact Chubb Insurance Australia Limited (ABN: 23 001 642 020 AFSL: 239687) as soon as practicable:

- Address: Level 38, 225 George Street Sydney NSW 2000
- Phone: +61 2 9335 3200

Duty of Disclosure

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

What You do not need to tell Us

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Complaints and Disputes Resolution Process

If You are not satisfied with any aspect of Our organisation, products and services, or staff and You want to make a complaint, please contact:

Complaints and Customer Resolution Service (CCR Service)

Chubb Insurance Australia Limited

GPO Box 4065

Sydney NSW 2001

+61 2 9335 3200

complaints.AU@chubb.com

We take all Our customer's concerns seriously. Our CCR Service is committed to reviewing complaints objectively, fairly, and efficiently. We also offer additional assistance when lodging a complaint, such as a representative or an interpreter. For customers experiencing vulnerability or family violence, access Our Vulnerable Customer Policy or contact Us for further details.

You may also lodge a complaint with AFCA. AFCA may consider certain types of complaints, subject to its rules, and provides fair and independent financial services complaint resolution that is free to consumers. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other available options for external dispute resolution.

Australian Financial Complaints Authority (AFCA)

www.afca.org.au

GPO Box 3

Melbourne VIC 3001

1800 931 678

info@afca.org.au

Privacy Statement

In this Statement, **We, Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

You and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the Privacy Act 1988 (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: CustomerService.AUNZ@chubb.com

Fax: + 61 2 9335 3467

Address: GPO Box 4907
Sydney NSW 2001

Further information request

If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 490
Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com

How to make a complaint

If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

For more information, please read Our [Complaints and Customer Resolution](#) policy.

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Definitions

Certain words and phrases used in this Policy have special meanings and are identified by a capital letter. The meanings of such defined words and phrases are shown below:

Standard Uses means use of Aircraft within Definitions 1 to 4 below other than for Special Uses or Special Rental Uses.

1. "Private Pleasure" means use of Aircraft for private and pleasure purposes but NOT for any business or professional purposes nor for hire or reward. Private Pleasure includes continuation training of permitted pilots as named in Item 7 of the Schedule.
2. "Business" means the uses specified in Private Pleasure and use of Aircraft for business or professional purposes including use for the transportation of executives, employees, guests of the Insured and their accompanying baggage and cargo but NOT use for hire or reward.
3. "Commercial" means the uses specified in Business and use of Aircraft for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
4. "Rental" means rental, lease, charter or hire of Aircraft by the Insured to any person, company or organisation for Private Pleasure and Business uses only, where the operation of the Aircraft is not under the control of the Insured.

"Special Uses" means use of Aircraft for flight instruction (except continuation training as provided for in Definition 1), aerobatics, hunting, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, and other use involving abnormal hazard. No cover is provided unless details of such use(s) are declared to Insurers and specified in Item 6 of the Schedule.

"Special Rental Uses" means rental for any other purpose than stated in 4 above. No cover is provided unless details of such use(s) are declared to Insurers and specified in Item 6 of the Schedule.

5. "Flight" means from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
6. "Taxiing" means movement of the Aircraft under its own power other than in Flight. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
7. "Moored" means while the Aircraft is afloat and made fast to its moorings, or is being launched or hauled up.
8. "Ground" means whilst the Aircraft is not in Flight or Taxiing or Moored.

The above definitions 5 to 8 constitute Risks Covered as specified in Item 3 of the Schedule.

9. "Aircraft" means the aircraft specified in Item 3 of the Schedule together with the engine(s) and standard instruments and equipment usually installed in or on the aircraft whilst:
 - (a) installed in or on the aircraft;
 - (b) temporarily detached from the aircraft;
 - (c) detached from the aircraft for replacement until the "commencement of the operation of fitting" the replacement item, at which time the replacement item shall be considered part of the aircraft. For the purposes of this definition, "commencement of the operation of fitting" means from the moment the item ceases to be in contact with the ground or the trolley/stand on which it is located when the process of fitting it to the aircraft is commenced.

10. "Bodily Injury" means bodily injury, sickness or disease including death at any time resulting therefrom.
11. "Property Damage" means physical loss of or damage to or destruction of tangible property, including the resultant loss of use of such property.
12. "Occurrence" means an accident or a continued or repeated exposure to conditions occurring during the Period of Insurance, which results in Bodily Injury and/or Property Damage which is neither expected nor intended from the standpoint of the Insured. All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.
13. "Overhaul Cost" means 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.
14. "Overhaul Life" means the amount of use, or operational and/or calendar time which, according to the aviation authority having relevant jurisdiction over the Aircraft, determines when overhaul or replacement of a Unit is required.
15. "Passenger" means persons who are not the pilot in command, including student pilots undergoing instructions, whilst entering, on board or alighting from the aircraft.
16. "Pilots" means the pilot or pilots stated in Item 7 of the Schedule and shall include qualified instructors for the continuation training or review of those pilots.
17. "Total Loss" means:
 - (a) Physical damage to the Aircraft where:
 - (i) the Aircraft is damaged to such an extent that it cannot be repaired; or
 - (ii) the cost of repairing the Aircraft is estimated to exceed its Agreed Value.
 - (b) The disappearance of the Aircraft if it cannot be located 15 days after:
 - (i) the commencement of Flight; or
 - (ii) the date of the theft report.
18. "Unit" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. An engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall constitute a single Unit.
19. "Insured" means the person, entity, and/or parties named in Item 1 of the Schedule.
20. "Insurer" means the Insurer(s) stated in Item 11 of the Schedule.
21. "Agreed Value" means the amount for which an Aircraft is insured under this Policy as specified in Item 3 (4) in the Schedule.
22. "Period of Insurance" means the period shown at Item 2 in the Schedule during which coverage applies under this Policy.
23. "Constructive Total Loss" means physical damage to the Aircraft where the cost of repairs is estimated at 75% or more of the Agreed Value.
24. "Deductible" means the amount specified in Item 5 of the Schedule which the Insured must contribute towards a covered claim, as applicable.
25. "Schedule" means the document titled 'schedule' issued by the Insurer to the Insured which sets out the details of the Insured's coverage under this Policy.
26. "Policy" means collectively, this document, the Schedule, and any endorsements attaching to and forming part of this Policy.

Section 1. Physical Loss of or Damage to Aircraft

1. Coverage

- (a) The Insurer will pay for physical loss of or damage to the Aircraft occurring during the Period of Insurance, and arising from the risks covered as specified in Item 3 (5) of the Schedule, but not exceeding the Agreed Value as specified in Item 3 (4) of the Schedule less any applicable amount specified in Condition 4 (b) and (c) below.
- (b) In the event of an Aircraft making a forced landing, including as a result of force majeure, in any place where it is unable to take-off safely, the Insurer will pay for all reasonable costs or expenses for the removal of the Aircraft to the nearest suitable take-off area, even if no physical damage has been sustained, provided always that the Insurer's liability for such costs or expenses, and for any physical loss of or damage to the Aircraft will not exceed the Agreed Value of the Aircraft as specified in Item 3 (4) of the Schedule.
- (c) For any Aircraft covered for the risk of Flight, the Insurer will pay in addition any reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the Aircraft consequent upon physical damage or forced landing, up to 10% of the Agreed Value as specified in Item 3 (4) of the Schedule.
- (d) Units, parts or components temporarily removed from the Aircraft for repairs or maintenance or safekeeping, shall be covered unless replaced on the Aircraft in which case the replacement Units, parts or components shall be covered under this Policy.

2. Additional coverages applicable to section 1 only

Airfreight of Parts

- (a) In the event of accidental physical loss of or damage to the Aircraft covered under Section 1 of the Policy, which exceeds the Deductible amount, the Insurer agrees to pay for the air-freighting of parts and materials necessary to repair the Aircraft.

However, this additional coverage does not apply if the Aircraft is a Total Loss or a Constructive Total Loss.

The Insurer's limit of liability under this additional coverage is 10% of the Aircraft Agreed Value, for any one accident.

Flying and ancillary equipment

- (b) The Insurer will indemnify the Insured, or Pilots, against physical loss or damage by theft, fire, or from accidental physical damage if the Aircraft itself is damaged, in respect of:
 - (i) flying clothing, maps, navigating equipment and instruments, and equipment for piloting the Aircraft (not being fixtures in the Aircraft) actually in or on the Aircraft being the property of the Insured or any Pilots, but excluding property of a personal, domestic or household nature including money, securities, jewellery and furs of all kinds.
 - (ii) life jackets, life rafts, navigation equipment, tools and tie down kits, and survival beacons.

The Insurer's limit of liability under this additional coverage is \$10,000 for any one accident, and is subject to payment of a \$500 Deductible for each and every accident.

The Insured or Pilots under this Policy, as applicable, are required to provide proof of loss and value to support any claim made for physical loss or damage to such covered items stated in (b) (i) and (ii), above.

Post accident additional expenses

- (c) In the event of the Aircraft sustaining physical damage in respect of which the Insured is entitled to indemnity under Section 1 of the Policy, the Insurer will pay all reasonable food, accommodation, and travel expenses incurred to enable the crew and/or passengers to either:
 - (i) complete their journey to the intended final destination of the flight; or
 - (ii) return to the point of origin of the flight if the flight is discontinued.

The Insurer's limit of liability under this additional coverage is \$10,000 in total for all crew and/or passengers combined in respect of any one accident.

Supplementary payments

(d) Cover includes the following:

- (i) any reasonable expenses incurred for the purpose of search and rescue operations for an Aircraft determined to be missing and unreported after the computed maximum endurance of the flight has been exceeded;
- (ii) any reasonable expenses incurred for the purpose of runway foaming to prevent or mitigate possible physical loss or damage because of malfunction or suspected malfunction of an Aircraft;
- (iii) any reasonable expenses incurred for the purpose of attempted or actual raising, removal, disposal or destruction of the wreck of an Aircraft and the contents of such Aircraft;
- (iv) any reasonable expenses which the Insured may be called upon to pay in respect of any public inquiry or inquiry by the Civil Aviation Authority or any other relevant authority into an accident involving an Aircraft.

Provided always that the Insurer's limit of liability for the coverage provided under paragraphs (i) - (iv) above, shall not exceed 10% of the Aircraft Agreed Value in the aggregate for all such coverage combined.

Undamaged Aircraft following theft

(e) In the event of theft of the Aircraft, if the Aircraft is found undamaged before the Insurer has paid any claim in relation to such theft, the Insurer will pay the cost of returning the Aircraft to the Insured's home airport/airfield by the most economical means.

Provided always that the Insurer's limit of liability for the coverage provided under this additional coverage shall not exceed 10% of the Aircraft Agreed Value.

3. Exclusions applicable to this section

The Insurer will not be liable under section 1 of this Policy for:

- (a) Wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft 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.

For a single recorded incident to be covered with respect to an engine Unit the damage must be of such severity that it requires the engine Unit to be immediately withdrawn from service upon first landing of the Aircraft to which it is attached.

However, physical loss of or damage to the Aircraft consequent upon 3 (a) or 3 (b) above is covered.

- (c) Theft of an Aircraft by an Insured or with their knowledge or consent.

4. Conditions applicable to this section

Dismantling, Transport and Repairs

(a) If the Aircraft is damaged:

- (i) no dismantling or repairs shall be commenced without the Insurer's consent (such consent not to be unreasonably withheld or delayed), 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) the Insurer will pay only for repairs and transport of labour and materials by the most economical method unless the Insurer and Insured agree otherwise.

Partial Loss

- (b) In the event that the Insurer settles a claim other than on the basis of a Total Loss or Constructive Total Loss, the Insurer will pay the cost of repairing the Aircraft less:
 - (i) any applicable Deductible specified in Item 5 of the Schedule; and
 - (ii) for rotor wing and turbine/jet aircraft only, such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit.

Total Loss or Constructive Total Loss

- (c) In the event that the Insurer settles a claim on the basis of a Total Loss or Constructive Total Loss, the Insurer will pay the Agreed Value of the Aircraft as specified in Item 3 (4) of the Schedule, less any applicable Deductible specified in Item 5 of the Schedule.

No Abandonment

- (d) Unless the Insurer elects to take the Aircraft as salvage, the Aircraft shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurer.

Salvage

- (e) If the Insurer settles a claim on the basis of a Total Loss or Constructive Total Loss, the Aircraft will no longer be insured hereunder, and the Insurer may take the Aircraft together with all documents of record, registration and title thereto as salvage.

Theft of the Aircraft

- (f) In the event of theft of the Aircraft the Insured shall report details of the theft to the police as soon as reasonably practicable.

Aircrew Waiver of Subrogation

- (g) It is hereby understood and agreed that in respect of coverage afforded by this Policy, the Insurer agrees to waive its rights of subrogation against any pilot authorised by the Insured and who is within the class of pilots described in the Schedule, in respect of claims for any accidental loss of or damage to the Aircraft. However, this agreement does not affect the rights of the Insurer in the event of reckless, wilful or deliberate act or default on the part of the pilot which gives rise to or materially contributes to the circumstances of any such claim.

Section 2. Legal Liability to Third Parties (other than passengers)

1. Coverage

The Insurer agrees to pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as compensatory damages for Bodily Injury and Property Damage to third parties caused by an Occurrence arising from the Insured's use of the Aircraft.

The Insurer's liability under this Section shall not exceed the applicable Limits as specified in Item 4 of the Schedule.

2. Exclusions applicable to this section

This Section does not apply to:

- (a) Bodily Injury sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of their employment with or duties for the Insured;
- (b) Bodily Injury sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;
- (c) Bodily Injury sustained by any passenger whilst entering, on board, or alighting from the Aircraft;
- (d) Property Damage to any property belonging to or in the care, custody or control of the Insured;

Section 3. Legal Liability to Passengers

1. Coverage

The Insurer agrees to pay on behalf of the Insured all sums which the Insured shall become legally liable to pay as compensatory damages for:

- (a) Bodily Injury to passengers whilst entering, on board, or alighting from the Aircraft caused by an Occurrence; and
- (b) Property Damage to baggage and personal effects of passengers caused by an Occurrence whilst such baggage and personal effects are in the care, custody or control of the Insured for the purpose of carriage by air.

The Insurer's liability under this Section shall not exceed the applicable Limits as specified in Item 4 of the Schedule. Provided always that:

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

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

2. Exclusions applicable to this section

This Section does not apply to:

- (a) Bodily Injury sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of their employment with or duties for the Insured;
- (b) Bodily Injury sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft, where liability is required to be insured under the terms of any employer's liability or workers' compensation legislation or similar legislation.

Additional Coverages Applicable to Sections 2 and 3 only

Pilot Indemnity

The Sections of this Policy covering Bodily Injury liability, including to passengers, and Property Damage liability, are extended to cover as if they were the Insured, Pilots in respect of Bodily Injury or Property Damage arising out of the operation of the Aircraft, but not so as to increase the Insurer's liability beyond the amount which would otherwise have been payable under this Policy had liability been incurred by the Insured.

Provided always that:

1. At the time of any Occurrence giving rise to a claim under this additional coverage clause, the said Pilot:
 - (a) shall as though they were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions contained in the Policy, and
 - (b) to the extent permitted by law, is not entitled to indemnity under any other policy.
2. There shall be no indemnity under this additional coverage clause in respect of claims made against the Pilot by the Insured and/or with respect to the Aircraft.

Non-owned Aircraft liability

We will cover the Insured's liability for Aircraft which the Insured does not own, provided the Insured:

- (a) has no interest in the Aircraft as owner in whole or in part;
- (b) exercises no part in the servicing or maintenance of the Aircraft;
- (c) exercises no part in the appointment or provision of personnel for the operation of the Aircraft;

This coverage does not apply:

- (i) to liability arising out of any product manufactured, sold, handled or distributed by the Insured;
- (ii) to any Aircraft having a seating capacity in excess of the declared maximum number of passengers, any one Aircraft, specified in the Schedule;
- (iii) to liability for loss of or damage to the Aircraft, or any consequential loss such as, but not limited to, loss of use of the Aircraft, loss of revenue or profits;
- (iv) when the Insured uses the Aircraft for hire and reward.

Defence and Settlement Payments Applicable to Sections 2 and 3

With respect to such coverage as is afforded under Sections 2 and 3 of this Policy, the Insurer shall:

1. have the right to defend at their expense in the name of and on behalf of the Insured any claim or legal proceedings brought against the Insured. The Insurer shall also have the right to make such investigation, negotiation and settlement of any claim or legal proceedings as the Insurer deems expedient (and within the scope of the Insurer's liability under this Policy).
2. pay all expenses (except salaries of the Insured's employees and the Insured's normal office expenses) incurred by the Insured with the Insurer's approval (not be unreasonably withheld or delayed) in respect of any such claim or legal proceedings brought against the Insured.

Such expenses are payable in full by the Insurer in addition to the applicable limit of liability as specified in Item 4 of the Schedule.

3. pay all costs assessed against the Insured in any claim or legal proceedings and all interest accruing after entry of judgment until the Insurer has paid, tendered or deposited in court, such part of such judgment as does not exceed the applicable limit of liability as specified in Item 4 of the Schedule. If the amount of any or all judgment(s) or settlement(s) in respect of the same Occurrence exceeds the applicable limit of liability, then the liability of the Insurer in respect of the said costs shall be limited to such proportion as the applicable limit of liability under this Policy bears to the total amount paid or awarded in the settlement of such claim(s) or legal proceedings. All costs paid by Insurer under this paragraph 3 are within and not in addition to the applicable limit of liability as specified in Item 4 of the Schedule.

However, with respect to any coverage under this Policy which is subject to an aggregate limit of liability, the Insurer shall not be obligated to defend any claim or legal proceedings nor to pay any judgment, costs, interest or expenses after such aggregate limit of liability has been exhausted and in this event, the Insured shall have the right to take over control of proceedings from the Insurer.

General Exclusions Applicable to All Sections

This Policy does not apply:

Illegal or non-disclosed use of Aircraft

1. Whilst the Aircraft is being used by the Insured for any purpose other than those specified in Item 6 of the Schedule, or for any illegal purpose.

Geographical limits

2. Whilst the Aircraft is outside the geographical limits specified in Item 8 of the Schedule unless due to a forced landing or as a result of force majeure.

Non-specified pilots

3. Whilst the Aircraft is being piloted by any person other than as specified in Item 7 of the Schedule except that the Aircraft may be operated on the ground by any person competent for that purpose.

Aircraft transportation by any means of conveyance

4. Whilst the Aircraft is being transported by any means of conveyance except as the result of an event giving rise to a claim under Section 1 of this Policy.

Aircraft landing and takeoff compliance requirements

5. Whilst the Aircraft is landing on or taking off or attempting to do so from a place which does not comply with the recommendations laid down by the manufacturer of the Aircraft unless due to a forced landing or as a result of force majeure.

Assumed or waived liability rights

6. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section 3) except to the extent that such liability would have attached to the Insured in the absence of such agreement.

Exceeding maximum passenger numbers specified in the Schedule

7. Whilst the total number of passengers being carried in the Aircraft exceeds the maximum number of passengers specified in Item 3 (3) of the Schedule. Except that if there is no violation of the statutory requirements as to the passenger seating capacity or maximum allowable gross weight, the Insurer's liability in respect of each passenger shall be calculated by dividing the Insurer's limit of liability in respect of passengers for any one accident as stated in the Schedule by the number of passengers actually in the Aircraft at the time of the accident.

Specific Exclusions

Nuclear risks exclusion clause

1. This Policy does not cover:
 - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1(b) and (c) above shall not include:
 - (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or organisation is required to maintain financial protection pursuant to legislation in any country; or
 - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
 - (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - (ii) this Policy shall only apply to an incident happening during the Period of Insurance and where any claim by the Insured against the Insurer or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
 - (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

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

AVN38B (Amended)

Noise and pollution and other perils exclusion clause

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of the Insurer to investigate or defend claims, such provision shall not apply and the Insurer shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, the Insurer shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
 - (i) damages awarded against the Insured; and
 - (ii) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy

AVN46B (Amended)

War, Hi-jacking and other perils exclusion clause (Aviation)

This Policy does not cover claims caused by:-

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

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside the control of the Insured by reason of any of the above perils. The Aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the Aircraft to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

AVN48B

Asbestos exclusion clause

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

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

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

AVN 96 (amended)

Date recognition exclusion clause

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

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

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

AVN200A (Amended)

Conditions Applicable to All Sections

It is necessary that the Insured observes and fulfils the following conditions. If the Insured fails to comply, the Insurer may if permitted by law, reduce the amount the Insurer is liable to pay to the extent of any prejudice, or deny any part of a claim where the Insured's failure caused or contributed to a loss.

Avoid or diminish loss

The Insured shall take reasonably practicable steps to avoid or diminish any loss.

Comply with air navigation and airworthiness orders

The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any aviation authority having jurisdiction affecting the safe operation of the Aircraft and shall ensure that:

- (a) the Aircraft is airworthy at the commencement of each Flight;
- (b) all log books and other records in connection with the Aircraft which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their agents on request; and
- (c) the employees and agents of the Insured comply with such orders and requirements.

Notify of a claim or event

The Insured must provide written notice to the Insurer as soon as reasonably practicable if an event likely to give rise to a claim under this Policy occurs. All notifications must be provided via the following email address: aus.aviationclaims@chubb.com.

In all cases, the Insured shall:

- (a) furnish full particulars in writing of such event and forward as soon as reasonably practicable notice of any claim with any letters or documents relating to such claim;
- (b) give notice of any impending prosecution;
- (c) render such further information and assistance as the Insurers may reasonably require;
- (d) take care to avoid any act or omission to the detriment or prejudice of the interests of the Insurer.

Admitting liability, making offers, or payments

The Insured shall not make any admission of liability, payment, offer or promise of payment without the Insurer's written consent (which will not be unreasonably withheld or delayed).

Other insurance

To the extent permitted by law, the coverage afforded under Section 1 of this Policy shall be proportional with any other valid and collectible insurance available to the Insured; and the coverage afforded under Sections 2 and 3 of this Policy shall be excess insurance over any other valid and collectible insurance available to the Insured.

Subrogation

Upon a payment being made under this Policy, the Insurers shall be subrogated to the rights and remedies of the Insured to recover amounts paid under this Policy. The Insured shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

Material changes in circumstances or nature of risks insured

If during the Period of Insurance there is a material change in the circumstances or nature of the risks which are the basis of this contract, the Insured shall notify the Insurer as soon as reasonably practicable, and no claim arising subsequent to such change shall be recoverable under this Policy unless such change has been accepted by the Insurer on such terms and any reasonable additional premium as the Insurer may require, to cover the altered risk.

Cancelling this policy

The Insured may cancel this Policy by giving written notice to the Insurer at any time. Cancellation will take effect on the day the notice is received by the Insurer.

The Insurer may cancel this Policy in the circumstances set out under the *Insurance Contracts Act 1984* (Cth) and by giving written notice to the Insured as required under relevant law.

Where either the Insured or the Insurer cancels this Policy, the Insurer shall be entitled to retain the premium for the period that this Policy has been in force, and shall refund the unearned premium calculated pro-rata. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

There will be no return of premium in respect of any Aircraft on which a loss is paid or is payable under this Policy.

No assignment without prior Insurer agreement

This Policy shall not be assigned in whole or in part except with the Insurer's prior written agreement.

Governing law and jurisdiction

This Policy shall be governed by and construed in accordance with the laws of Australia. The Insured and Insurer agree to submit to the exclusive jurisdiction of the Courts of Australia in any dispute arising under this Policy.

Two or more Aircraft insured

When two or more Aircraft are insured under this Policy, the terms of this Policy including the Limits as specified in Item 4 of the Schedule, shall apply separately to each Aircraft unless otherwise specified herein.

Multiple Insureds

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 in this Policy of more than one Insured, whether by endorsement or otherwise, the Insurer's total liability in respect of any or all Insureds shall not exceed the Limits as specified in Item 4 of the Schedule less any applicable Deductible specified in Item 5 of the Schedule.

Deliberate, reckless, or fraudulent conduct

The Insured shall not in the presentation and furtherance of any claim:

- (a) deliberately or recklessly conceal from the Insurer any information which the Insured knows or ought to know might be material to its consideration of any claim;
- (b) provide to the Insurer information, which the Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
- (c) otherwise use fraudulent means or devices, including suppressing a known defence to the Insurer's liability.

To the extent permitted by law, where a claim under this Policy is made fraudulently, the Insurer may refuse payment of the claim or may cancel the Policy.

In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:

- (i) terminate the cover provided by the Policy to the Insured with effect from the date of the event relied upon for the claim;
- (ii) recover any sums paid to the Insured in respect of losses occurring on or after the date of the event relied upon for the claim; and
- (iii) retain any and all premium paid by such Insured.

If any provision of this condition is in conflict with the law governing the Policy, it shall be of no effect to the extent of such conflict.

Sanctions

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

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

Endorsements

Full premium in the event of a claim exceeding premium paid

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

AVN9

Extended coverage endorsement (Aircraft hulls)

Notwithstanding the contents of the War, Hi-jacking and Other Perils Exclusion Clause forming part of this Policy, it is hereby understood and agreed that this Policy is extended 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 Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without the consent of the Insured

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 Aircraft Agreed Value (in the aggregate during the Period of Insurance)
3. the Insured has paid or has agreed to pay the additional premium required by the Insurers in respect of this extension
4. the insurance provided by this endorsement may be cancelled by the Insurers giving notice effective on the expiry of seven days from midnight GMT on the day on which notice is issued.

AVN51 (Amended)

Extended coverage endorsement (Aviation liabilities)

1. Whereas the Policy of which this endorsement forms part includes the War, Hi-Jacking and Other Perils Exclusion Clause (Clause AVN 48B), in consideration of an additional premium, it is hereby understood and agreed that with effect from inception, all sub-paragraphs other than (b) of Clause AVN 48B 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 Clause AVN 48B.

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 aircraft.

3. LIMITATION OF LIABILITY

The limit of the Insurer's liability in respect of the coverage provided by this endorsement shall be the applicable Policy liability limit whichever the lesser 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.

To the extent coverage is afforded to an Insured under the Policy, this sub-limit shall not apply to such Insured's liability:

- (a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the Policy affords cover for liability to its passengers arising out of its operation of aircraft;
- (b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the Policy affords cover for liability for such cargo and mail arising out of its operation of aircraft.

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.

(i) **Any cover extended in respect of the deletion of sub-paragraph (a) of Clause AVN 48B**

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 Aircraft may be involved

(iii) **All cover in respect of any of the Insured Aircraft requisitioned for either title or use**

upon such requisition

Provided always that:

If an Insured Aircraft 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 Aircraft until completion of its first landing thereafter and any passengers have disembarked.

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 Clause AVN 48B - 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 the Insurer 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.

AVN52E (Amended)

Date recognition limited coverage clause

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

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

Provided always that:

1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the Policy.
2. Nothing in this endorsement shall provide any coverage:
 - (a) in respect of grounding of any aircraft; and/or
 - (b) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Period of Insurance any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN2001 (Amended)

Additions and deletions (combined)

1. The insurance afforded by this Policy is automatically extended to include at pro rata additional premium further Aircraft added during the currency of this Policy provided such Aircraft are owned or operated by the Insured and are of the same type and value as Aircraft already covered hereunder and of no greater seating capacity.
2. The inclusion of additional Aircraft of other types or different values or greater seating capacity shall be subject to special agreement and rating by the Insurer prior to attachment.
3. Under the Aircraft loss or physical damage Section of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium provided no claim has arisen and become payable in respect of such Aircraft under the Aircraft loss or physical damage Section of this Policy and that this Policy is not cancelled by virtue of such deletion.
4. Under the liability Section(s) of this Policy Aircraft which have been sold or disposed of shall be deleted from this Policy and the Insured shall be entitled to pro rata return of premium.

Provided always that:

- (i) Notwithstanding the foregoing provisions for additions and deletions the premium in respect of each separate period of Flight risk insurance on any Aircraft covered during the currency of this Policy shall in no case be less than fifteen days' pro rata premium.
- (ii) In the event of a claim arising in respect of any Aircraft added hereto being settled on a Total Loss basis the full twelve months' Aircraft loss or physical damage premium shall be paid hereunder in respect of such Aircraft.
- (iii) Notice of the addition or deletion of any Aircraft under the provisions of Paragraphs 1, 3 and 4 respectively shall be given to the Insurer or its representatives in writing within ten days of attachment or deletion.

AVN 19A 18.3.02 (Amended)

Aircraft laying-up returns clause

In the event of the Aircraft hereby insured being laid up, the Flight and Taxiing cover under all Sections of this Policy shall be suspended during the period of lay-up and credit under the Aircraft loss or physical damage Section of the Policy will be adjusted on expiry of the Policy subject to the following conditions:

1. Notice must be given to Insurer by the Insured prior to and upon termination of the lay-up.
2. No return of premium shall be made
 - (a) in respect of any period during which the Aircraft is laid up for maintenance, overhaul or repair;
 - (b) unless the period of lay-up is of at least 30 consecutive days, but should the period defined in (a) occur during lay-up then the Insured shall be entitled to add the lay-up days prior to and subsequent to the period defined in (a) in computing the period of 30 days or more for which a return may be made;
 - (c) if a claim in respect of the Aircraft concerned has been made on this Policy.

Subject always to the foregoing conditions the return shall be 75 per cent of pro rata of the difference between the annual Flight risk premium and the annual Ground risk premium (as agreed by the Insurer) for the actual period of lay-up as defined above.

In the event of the Aircraft being laid up for a period of 30 days or more, a part only of which attaches to this Policy and part to the renewal Policy, then this Policy shall return premium proportionately..

AVN 26A 4.2.02 (Amended)

Liability to pilots and crew clause

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

AVN 73 09.02.01

Unauthorised use clause

No claim under this Policy shall be rejected on the grounds that the Aircraft was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not 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 their authority shall be deemed not to be authorisation given by the Insured.

AVN 77 09.02.01 (Amended)

Out of notified hours clause

The coverage provided by this Policy shall not be invalidated as a result of the use, by the Insured, of certain airfields and/or airports out of the notified hours, subject to prior permission having been granted by the appropriate owner and/or operator of such airfield and/or airport.

AVN 81 09.02.01

About Chubb in Australia

Chubb is a world leader in insurance. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at www.chubb.com/au

Contact Us

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687

Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
O +61 2 9335 3200
www.chubb.com/au

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