

Aviation Premises, Hangarkeepers and Aviation Products 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.

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:

Accident means an accident or series of accidents arising out of one event or occurrence.

Bodily Injury means bodily injury, sickness, or disease including death at any time resulting therefrom.

Business means the nature of the Insured's business or operation in respect of which the Policy is effected as specified in Item 3 of the Schedule.

Deductible means means the amount specified in Item 6 of the Schedule which the Insured must contribute towards a covered claim, as applicable. If a claim is equal to or less than the amount of the Deductible then the Insured will bear all of the claim.

Geographical Limits means the geographical limits specified in Item 11 of the Policy Schedule.

In Flight means the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed 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.

Insured means the person, entity, or parties named in Item 1 of the Schedule and shall include directors, officers and employees of the Insured while acting within the scope of their duties on behalf of the Insured.

Insurer means the Insurer(s) stated in Item 9 of the Schedule

Period of Insurance means the period shown at Item 2 in the Schedule during which coverage applies under this Policy.

Policy means collectively, this document, the Schedule, and any endorsements attaching to and forming part of this Policy.

Premises means the place(s) as specified in Item 4 of the Schedule in or about which the indemnity granted by the Policy is to apply.

Property Damage means physical loss of or damage to or destruction of tangible property, including the resultant loss of use of such property.

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.

Insuring agreement

The Insurer hereby agrees to the extent and in the manner hereinafter provided by this Policy, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgement be adjudged to pay up to but not exceeding the limit of liability specified in Item 5 of the Schedule, to any person or persons as damages for:

- (a) Bodily Injury; or
- (b) Property Damage,

caused by an Accident occurring during the Period of Insurance and arising out of the hazards set out in Sections 1, 2 and 3 below, provided that:

- (a) coverage under any Section only applies if an amount is shown against that Section in Item 5 of the Schedule; and
- (b) the Insured pays the Deductible shown in Item 6 of the Schedule, as applicable.

Coverage under this Policy is otherwise subject to the terms, conditions, definitions, and exclusions of this Policy.

Section 1. Aviation Premises Liability

Bodily Injury or Property Damage

- (a) in or about the Premises, as a direct result of the services granted by the Insured, or
- (b) elsewhere in the course of any work or of the performance of any duties carried out by the Insured or the Insured's employees in connection with the Business,

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

This section is subject to the following exclusions:

This Section does not cover:

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Insured or any servant of the Insured, but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the Premises.
2. Bodily Injury or Property Damage caused by
 - (a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such 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.
 - (b) any ships, vessels, craft or aircraft owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this Policy, whether such Section is insured hereunder or not.
3. Bodily Injury or Property Damage arising out of any airmeet, air race, or air show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Insurer.
4. Bodily Injury or Property Damage arising out of construction of, demolition of or alterations to buildings, runways, or installations by the Insured or the Insured's contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Insurer.
5. Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Insured or the Insured's employees after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the Premises.

Section 2. Hangarkeepers Liability

Loss of or damage to aircraft or aircraft equipment, not owned, rented or leased by the Insured, whilst on the ground in the care, custody or control of or whilst being serviced, handled or maintained by the Insured or any servant of the Insured.

This section is subject to the following exclusions:

This Section does not cover:

1. Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.
2. Loss of or damage to aircraft or Aircraft equipment, hired or leased by or loaned to the Insured.
3. Loss of or damage to any aircraft while In Flight.

Section 3. Aviation Products Liability

Bodily Injury or Property Damage arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or the Insured's employees, but only in respect of such goods or products which form part of or are used in conjunction with aircraft, and then only after such goods or products have ceased to be in the possession or under the control of the Insured.

This section is subject to the following exclusions:

This Section does not cover:

1. Damage to the property of the Insured or to property in the Insured's care, custody or control.
2. The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.
3. Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to Bodily Injury or Property Damage as insured hereby resulting therefrom.
4. Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

Exclusions applicable to all sections of this policy

1. This Policy does not cover:

Workers compensation

- (a) liability for Bodily Injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on the Insured's behalf, or liability for which the Insured or the Insured's insurer may be held liable under any workers compensation, unemployment compensation or disability benefits law or any similar law.

Faulty workmanship

- (b) the cost of making good any faulty workmanship for which the Insured, the Insured's employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

Liability assumed under agreement or contract

- (c) liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement.

War, invasions, and insurrections

- (d) liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasions, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Airfield control tower

- (e) liability arising out of the operation of an airfield control tower unless previously agreed by the Insurer.

Other sections

- 2. Each section of this Policy excludes liability which is or would be covered under any other section of the Policy, whether such other section is insured or not.

Payment of costs

In addition to the limits of liability set out in Item 5 of the Schedule, the Insurer will pay all legal and other costs incurred with the Insurer's consent (such consent not to be unreasonably withheld or delayed) in the defence of any claim made against the Insured,

Provided that:

In the event of the Insurer requiring any claim to be contested

- (a) If the claim be successfully resisted by the Insured the Insurer will pay all costs, charges and expenses incurred by the Insured in connection therewith up to but not exceeding the limit of liability shown in Item 5 of the Schedule.
- (b) If a payment exceeding the limit of liability has to be made to dispose of a claim, the Insurer's liability to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the limit of liability of this Policy bears to the amount paid to dispose of the claim.

General conditions applicable to the policy

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.

Notifying the Insurer of a claim or events likely to give rise to a claim

- 1. Upon the happening of any Accident likely to give rise to a claim under this Policy, or upon the Insured receiving notice of any claim or of any other subsequent proceedings, the Insured shall provide written notice to the Insurer as soon as reasonably practicable, and full particulars shall be given to Insurers as soon as reasonably practicable. after the same shall come to the knowledge of the Insured or the Insured's representative.
- 2. Every letter, claim, writ, summons or process shall be forwarded to the Insurer as soon as reasonably practicable on receipt by the Insured.
- 3. The Insured shall provide all notices and documents specified above to the Insurer via the following email address:
aus.aviationclaims@chubb.com

Other insurance

- 4. To the extent permitted by law, if any claim under this Policy is also covered in whole or in part by any other insurance, the Insurer's liability shall be limited to their rateable proportion of such claim.

Fraudulent conduct

5. If the Insured makes any claim knowing the same to be false or fraudulent as regards to amount or otherwise, to the extent permitted by law, the Insurer may refuse payment of the claim and may cancel this Policy.

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.

Material changes in circumstances or nature of risks insured

6. If after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers as soon as reasonably practicable.

Admitting liability, making offers, promises or payments

7. The Insured shall not admit liability, or make any admission, arrangement, offer, promise or payment without the written consent of Insurer (such consent not to be unreasonably withheld or delayed).

Conduct of legal proceedings

8. The Insurer who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require. The Insurer shall keep the Insured apprised of the status of proceedings, informed of material developments and consulted where appropriate.

Reasonable care

9. The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's Business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that reasonable safeguards and precautions against accidents are provided and used.

Regulations and civil instructions

10. The Insured shall comply with all international and government regulations and Civil Instructions.

Limit of liability shall not increase

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

Governing law and jurisdiction

12. 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.

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 by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1(b) and (c) above shall not include:
 - (i) depleted uranium and natural uranium in any form;
 - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (ii) any person or 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 Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
 - (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 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 Insurer giving seven days' notice of cancellation.

AVN38B (Amended) 22.7.96

Noise and pollution and other perils exclusion clause

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:-
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of 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) 1.10.96

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 1.10.96

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) 17.3.04

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 limit unless otherwise stated, any one Occurrence and in the annual aggregate. 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 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 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, Insurer 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.

AVN 52G (amended) 17.10.01

(applicable to coverage provided to service providers)

Sanctions and embargo clause

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

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law or regulation .
2. In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. In the event of any law or regulation becoming applicable during the 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.

AVN111 01.10.10 (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 the Insurer to investigate or defend claims shall not apply to any claims so excluded.

AVN2000A 14.03.01

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 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 Insurer during the Period of Insurance any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A (Amended) 21.3.01

(Applicable to Hull and Aircraft Liability Coverage)

Several liability notice

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94

Software affirmation clause

1. Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurer's liability as stated in this Policy.
2. No additional limit(s) of coverage shall be conferred by paragraph 1 of this clause.
3. For the purposes of this clause, Software shall mean programs, source codes, scripts, applications and other operating information used to instruct computers to perform one or more task(s).

LMA5450

5 October 2020

LIIBA Aviation data event liability exclusion AV001

This Policy excludes:

- (1) any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:
 - (a) a delay in, cancellation of or non-provision of air transportation and associated services;
 - (b) unauthorised access to and/or use of a person's or organisation's confidential, proprietary or personal information;
- (2) Property Damage to Electronic Data arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Policy caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used herein:

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

"Electronic Data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

LIIBA AVIATION 12.09.2019

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

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