



QBE Insurance (Australia) Limited

Aviation

Hangarkeepers Liability Policy

Contents

About this booklet	3
Important Information	3
Duty of Disclosure	3
The General Insurance Code of Practice	3
Privacy	3
Resolving complaints & disputes	4
Contacting QBE's CCU, AFCA or the OAIC	4
Policy Wording	5
Our agreement	5
Paying your premium	5
Words with special meanings	5
Section 1: Liability for airfield premises	6
Section 2: Liability for aircraft in care, custody or control	6
Section 3: Liability for aircraft maintenance, sales or repairs	7
Section 4: (A) Exclusions applicable to all sections of this Policy	7
Section 4: (B) Conditions applicable to all sections of this Policy	9

About this booklet

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

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

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

For more information or to make a claim

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

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

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

- Your financial services provider.

About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

Important Information

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

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.

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.

The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

Privacy

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit qbe.com.au/privacy or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

Step 2 – Escalate your complaint

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

Disputes not covered by the AFCA Rules

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

Privacy complaints

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

Contacting QBE's CCU, AFCA or the OAIC

How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> complaints@qbe.com, to make a complaint. privacy@qbe.com, to contact us about privacy or your personal information. customercare@qbe.com, to give feedback or pay a compliment.
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

Policy Wording

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

Our agreement

QBE Insurance (Australia) Ltd ABN 78 003 191 035 ("the Company") in consideration of the payment of the premium and in reliance upon the information provided by the Insured including any proposal which is agreed to be the basis of and incorporated into this Policy, agrees to the extent and in the manner provided in this Policy, to pay on behalf of the Insured all sums which the Insured shall become legally liable to pay or by final judgement be adjudged to pay, up to but not exceeding the amounts specified in the Schedule, to any person or persons as compensatory damages:

- (a) for bodily injury including death at any time resulting therefrom; or
- (b) for loss of or damage to property of others.

Arising out of an accident occurring during the period of insurance specified in the Schedule and in the circumstances described in Sections 1, 2 and 3 below provided that cover for any Section is only available if an amount is shown against that Section in the Schedule.

Preamble

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

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

Proportions

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

Paying your premium

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

You must pay your premium by the due date shown on your Policy Schedule. If we don't receive your premium by the date, or if your payment is dishonoured, this Policy won't operate and there will be no cover.

Words with special meanings

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

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

Word or Term	Meaning
Accident	means an accident or series of accidents arising out of one event or occurrence;
Bodily Injury	includes death but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury;
Flight	The term "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;
Ground	means whilst the Aircraft is not in Flight but includes whilst Taxiing as defined;
Period of insurance	The period this Policy operates for as shown on your Policy Schedule;
Premium	What you pay us to insure you. It's the cost of this Policy;
Property Damage	means loss of or damage to the property of others;
Schedule	Schedule attaching to and forming part of the Policy;
Statutory Requirements	includes all legislation and delegated legislation (including applicable legislation and delegated legislation of another country) and orders, rules, directions, notices, approvals, certificates and licences issued by a competent authority;
Taxiing	movement of the Aircraft under its own power other than in Flight as defined above. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Aircraft.
Unit	means a part or an assembly of parts (including any sub-assemblies) of or fitted to an Aircraft and an engine for propulsion or auxiliary power, complete with all items from the Aircraft necessary for test cell running, shall constitute a single unit.

Section 1: Liability for airfield premises

Coverage

1. This section covers liability arising from bodily injury or property damage:
 - (a) in or about the premises specified in the Schedule, as a direct result of the services granted by the insured;
 - (b) elsewhere in the course of any work or in the performance of any duties carried out by the Insured or his employees in connection with the business or operations specified in the Schedule;

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

Exclusions applicable to this section only

2. This Section does not cover:
 - (a) 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 specified in the Schedule;
 - (b) Bodily injury or property damage caused by:
 - (i) 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;
 - (ii) 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;
 - (c) Bodily injury or property damage arising out of any Air meet, Air Race or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Company;
 - (d) Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Company;
 - (e) Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees after such goods or products have ceased to be 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 specified in the Schedule;
 - (f) Loss of or damage to stock and/or merchandise of any description;
 - (g) Liability for bodily injury or damage to property imposed by Part 3.5 of the Australian Consumer Law.

Section 2: Liability for aircraft in care, custody or control

Coverage

1. This section covers liability arising from loss of or damage to Aircraft or Aircraft equipment, not owned, rented or leased by the Insured, whilst on the ground or during a test flight and whilst in the care, custody or control of or whilst being serviced, handled or maintained by the insured or and servant of the insured.

Exclusions applicable to this section only

2. This Section does not cover:
 - (a) Loss of or damage to wearing apparel, personal effects or merchandise of any description;
 - (b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to the Insured;
 - (c) Liability for bodily injury or damage to property imposed by Part 3.5 of the Australian Consumer Law;
 - (d) The cost of repairing or replacing any Unit of the aircraft, due to any wear and tear, deterioration, breakdown, defect or failure in such Unit, whether or not a result of any act or omission of the insured or his employees;
 - (e) Loss of or damage to any Unit or component of an Aircraft caused by or during the actual process of maintenance, repair or testing of that Unit or component.

Section 3: Liability for aircraft maintenance, sales or repairs

Coverage

1. This section covers liability arising from bodily injury or property damage:
 - (a) 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 his 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;
 - (b) for which the Insured is liable under Part 3.5 of the Australian Consumer Law, except as a deemed manufacturer pursuant to the provisions of that Act.

Exclusions applicable to this section only

2. This Section does not cover:
 - (a) Damage to the property of the Insured or to property within his care, custody or control;
 - (b) 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;
 - (c) Loss arising out of improper or inadequate performance, design, construction or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom;
 - (d) The cost of repairing or replacing any Unit of the aircraft, due to any wear and tear, deterioration, breakdown, defect or failure in such Unit, whether or not a result of any act or omission of the insured or his employees;
 - (e) Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder;
 - (f) Loss or damage arising from the withdrawal of Flight operations of any Aircraft due to a mandatory order of an authority responsible for Civil Aviation because of an existing, alleged or suspected defect, fault or condition.

Section 4: (A) Exclusions applicable to all sections of this Policy

Workers' Compensation

1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf or liability for which the Insured or his insurer may be held liable under any workers' compensation, employees' compensation, accident compensation or any similar law other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation.

Faulty workmanship

2. THIS POLICY DOES NOT COVER the cost of making good any faulty workmanship or replacing defective materials for which the Insured, his employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).

Contract

3. THIS POLICY DOES NOT COVER liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement.

War, hijacking and other perils

4. 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; or (g) hijacking or any unlawful seizure or wrongful exercise of control of an aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board an aircraft acting without 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).

Control tower

5. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by the Company.

Other sections

6. 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 hereunder or not.

Nuclear risks

7. THIS POLICY DOES NOT COVER claims directly or indirectly occasioned by, happening through or in consequence of:
- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - (b) ionising radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

Punitive damages

8. THIS POLICY DOES NOT COVER liability to pay punitive, exemplary or aggravated damages.

Environmental risks

- 9.
- (a) THIS POLICY DOES NOT COVER claims directly or indirectly occasioned by, happening through or in consequence of:
 - (i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
 - (ii) pollution and contamination of any kind whatsoever;
 - (iii) electrical and electromagnetic interference;
 - (iv) 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 not otherwise excluded under this Policy.
 - (b) With respect to any provision in the Policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
 - (i) claims excluded by this exclusion; or
 - (ii) a claim or claims covered by the Policy when combined with any claims excluded by this exclusion (referred to below as "Combined Claims").
 - (c) In respect of any Combined Claims, the Company 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.

Agricultural chemicals

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

Professional indemnity

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

US risks

12. THIS POLICY DOES NOT COVER liability arising out of, created or determined by the laws, statutes or tribunals of the United States of America.

Other insurance

13. THIS POLICY DOES NOT COVER any claim under this Policy which is also covered in whole or in part by another policy or would but for the existence of this Policy be covered by another policy, except to the extent that the amount of any liability exceeds the amount payable under such other policy or policies; provided always that the Company shall not be liable to pay any amount in excess of any relevant amount specified in the Schedule.

Sanctions limitation and exclusion clause

14. You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

Section 4: (B) Conditions applicable to all sections of this Policy

Limit and legal costs

1. The liability of the Company under any Section shall not exceed the amount of indemnity stated in the Schedule, less any amount specified in the Schedule as a deductible. In addition, the Company will defray any legal costs and expenses incurred with its written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Policy, but should the liability of the Insured or the amount paid or awarded in settlement of such claim exceed the limit of indemnity then the liability of the Company in respect of such legal costs and expenses shall be limited to such proportion of the legal costs and expenses as the limit of indemnity bears to the amount paid to dispose of the claim.

Claims procedure

2. Immediate notice of any event likely to give rise to a claim under this Policy shall be given as stated in the Schedule. In all cases the Insured shall:
 - (a) furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;
 - (b) give notice of any impending prosecution;
 - (c) give all information, do all things, provide signed statements, provide all documents, records and things, and assist the insurers and their agents in any other way in the investigation and in connection with any proceeding or inquiry as the Company or its agents or representatives may require;
 - (d) be available and attend conferences and give evidence and/or instructions when required by the Company or its agents, ensure that any employees required by the Company are available to do likewise and take all reasonable steps to ensure that any other person connected with the Insured is available and will assist and give evidence if so required;
 - (e) not act in any way to the detriment or prejudice of the interest of the Company.

Fraud

3. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, the Company shall be entitled to refuse the claim.

Cancellation

4.
 - (a) The Insured may cancel this Policy by giving ten days' notice in writing to the Company of such cancellation in which event the premium shall be adjusted on the basis that the Company retains the customary short-term premium, details of which are available on request. There will be no return of premium in the event that a claim is paid or is payable under this Policy.
 - (b) The Company may cancel this Policy in the circumstances or upon the grounds permitted by the proper law of the Policy by giving notice in writing to the Insured, either personally or by post, at the last address known to the Company. Such notice shall have effect to cancel the Policy at 4:00pm on the third business day after the day on which the notice was given or at any later time specified in the notice.

Conditions precedent

5. It is a condition precedent to the right of the Insured to be indemnified under this Insurance that:

Change in risk

- (a) If after this Insurance has been effected, the risk is materially altered; such alterations must be notified in writing to the Company immediately and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Company;

Conduct of proceedings

- (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Company, which shall be entitled if it so desires, 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 its own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as the Company may require;
- (c) The Company may at any time upon giving written notice to the Insured abandon the pursuit or the defence of any claim but shall (except where the Insured or its servants or agents have been dishonest or withheld relevant information) pay its share of any costs incurred in connection with the pursuit or defence up to the date of giving notice.

Due diligence

- (d) The Insured shall and will at all times:
 - (i) 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 all reasonable safeguards and precautions against accidents are provided and used; and
 - (ii) employ only personnel who are properly qualified and licensed for the duties they perform or, where permitted, are supervised by a properly qualified and licensed person and shall take reasonable steps to ensure only competent personnel are employed in the Insured's business;

Compliance with statutory requirements

- (e) The Insured shall comply with all Statutory Requirements which affect the maintenance, repair, inspection and safe operation of aircraft, the operation and conditions of places of work and the qualifications and supervision of engineers.

Cross liability

6. The inclusion of more than one person as insured under this Policy shall not affect the rights under this Policy in respect of any claim brought by another insured or by an employee of another insured.

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

Governing law

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

