



QBE Insurance (Australia) Limited

# Aviation

Non-ownership Liability Insurance Policy

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## About this booklet

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

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

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

### For more information or to make a claim

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

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

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

- Your financial services provider.

### About QBE 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](http://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"> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>
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 insure against liability arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

### Preamble

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

Certain words 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.

When we say	We mean
Accident	any one accident or series of accidents arising out of one event.
Aircraft	an aircraft described in the Schedule which is not the property of the Insured that the Insured may be using with the permission of the owner whilst in the Insured's care custody or control. Subject always to the Aircraft having no greater seating capacity than declared in the Schedule.
Australia	continental Australia and extending 50 miles into territorial waters, external territories (excluding Australian Antarctica, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories).
Bodily Injury	bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury.
Compensatory Damages	does not include punitive, exemplary or aggravated damages.
Flight	from the time the Aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the Aircraft completes its landing run. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
Ground	whilst the Aircraft is not in Flight or Taxiing or Moored as defined.
Insured	the person(s), Company(ies) or firm(s) named on the current Schedule as the 'Insured'.
Moored	in the case of aircraft designed to land on water, whilst the Aircraft is afloat and is not in Flight or Taxiing as defined, and includes the risks of launching and hauling up.
Passenger	includes a student pilot or pilot undergoing instruction and excludes any pilot who is responsible for providing instruction or supervision to another pilot.
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.

When we say	We mean
Schedule	Schedule attaching to and forming part of this 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.
Uses:	
Business	the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
Commercial	the uses stated in Private Pleasure and Business and use for the carriage by the Insured of passengers, baggage accompanying passengers and cargo for hire or reward.
Private Pleasure	<p>use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.</p> <p>Provided always that definitions 'Business', 'Commercial', and 'Private Pleasure' constitute Standard Uses and do not include instruction, hunting, mustering, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, testing of new parts (other than replaced parts), new devices or new designs, and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated in the Schedule under SPECIAL USES.</p>

## Section 1: Legal Liability for Loss of or Damage to Aircraft

### 1. Coverage

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental loss of or damage to the Aircraft.

### 2. Exclusions applicable to this Section only

This Policy shall not cover any liability for loss or damage to any aircraft owned by the Insured or any person Insured under this Policy or in which the Insured or any such person has any proprietary or security interest.

### 3. Conditions applicable to this Section only

#### Limit of indemnity/deductible/legal costs

- (a) The liability of the Company under this Section shall not exceed the amount stated in the Schedule less any amount specified as a deductible in the Schedule;
- (b) 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 Section, 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 said legal costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim.

**See also Section 4**

## Section 2: Legal Liability to Third Parties (Other Than Passengers)

### 1. Coverage

The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Aircraft or by any person or object falling therefrom.

### 2. Exclusions applicable to this Section only

The Company shall not be liable for:

#### Operational crew

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

#### Passengers

Injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft.

#### Property

Loss of or damage to any property (other than the Aircraft if covered under Section 1) belonging to or in the care, custody or control of the Insured.

### 3. Limit of Indemnity applicable to this Section

Limit of indemnity/deductible/legal costs:

- (a) The liability of the Company under this Section shall not exceed the amount stated in the Schedule, less any amount specified as a deductible in the Schedule;
- (b) 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 Section, 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 said legal costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim.

See also Section 4

## Section 3: Legal Liability to Passengers

### 1. Coverage

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of:

- (a) accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board, or alighting from the Aircraft; and
- (b) loss of or damage to baggage and personal articles of passengers arising out of an Accident to the Aircraft.

#### PROVIDED ALWAYS THAT:

Documentary precautions

- (i) before a passenger boards the Aircraft 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 issue of a passenger ticket/baggage check, the same shall be delivered correctly completed to the passenger a reasonable time before the passenger boards the Aircraft.

Effect of non-compliance

In the event of failure to comply with proviso (i) or (ii) the liability of the Company 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 only

The Company shall not be liable for:

Operational crew

- (a) injury (fatal or otherwise) or loss sustained by any member of the flight, cabin or other crew whilst engaged in the operation of the Aircraft;
- (b) any liability to passengers under the Civil Aviation (Carriers' Liability) Act 1959 (Cth) or the corresponding Act of any Australian State or Territory in force from time to time unless such cover is endorsed on this Policy.

### 3. Conditions applicable to this Section

Limit of indemnity/deductible/legal costs:

- (a) The liability of the Company under this Section shall not exceed the amount stated in the Schedule, less any amount specified as a deductible in the Schedule;
- (b) 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 Section, 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 said legal costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim.

See also Section 4

## Section 4: (A) General Exclusions Applicable to All Sections

This Policy does not apply:

### Employee and others

1. To injury (fatal or otherwise) or loss sustained by any director or employee of the Insured or partner in the Insured's business whilst acting in the course of his employment with or duties for the Insured.

### Workers' Compensation

2. To any liability for injury (fatal or otherwise) or loss under or by reason of any workers' compensation, employees' compensation, accident compensation or similar legislation other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation.

### Illegal uses

3. Whilst the Aircraft is being used for any illegal purpose or for any purpose other than those stated in the Schedule.

### Geographical limits

4. Whilst the Aircraft is outside the geographical limits stated in the Schedule unless due to force majeure.

### Pilots

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

### Transportation by other conveyance

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

### Landing and take-off areas

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

### Contractual liability

8. To liability assumed or rights waived by the Insured under any agreement (other than a passenger ticket/baggage check issued under Section 3 hereof) except to the extent that such liability would have attached to the Insured in the absence of such agreement.
9. To liability assumed by an agreement which has the effect of waiving the limits of liability provided for under the Civil Aviation (Carriers' Liability) Act 1959 (Cth) or the corresponding Act of any Australian State or Territory in force from time to time.

### Number of passengers

10. Whilst the total number of passengers being carried in the Aircraft exceeds the declared maximum number of passengers stated in the Schedule except that if there is no violation of the Statutory Requirements as to passenger seating capacity or maximum allowable gross weight, the Company's liability in respect of each passenger shall be calculated by dividing the limit of liability of the Company 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.

### Other insurance

11. If any claim under this Policy is also covered in whole or in part by another policy or would but for the existence of this Policy be covered by another policy, except to the extent that the amount of any liability exceeds the amount payable under such other policy or policies, provided always that the Insurers shall not be liable to pay any amount in excess of any relevant amount specified in the Schedule.

### Nuclear risks

12. To loss of, or destruction of, or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of any nature directly or indirectly caused by, or contributed to by or arising from:
  - (a) the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
  - (b) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

### War, hijacking and other perils

13. To claims caused by:
  - (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
  - (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - (c) Strikes, riots, civil commotions or labour disturbances.
  - (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
  - (e) Any malicious act or acts of sabotage.
  - (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
  - (g) Hijacking or any unlawful seizure or wrongful exercise of control of the 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).



### Noise and pollution

14. To claims directly or indirectly occasioned by, happening through or in consequence of:
- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
  - (b) pollution and contamination of any kind whatsoever;
  - (c) electrical and electromagnetic interference;
  - (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 not otherwise excluded under this Policy.

With respect of 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:

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

In respect of any Combined Claims, 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:

- (a) damages awarded against the Insured; and
- (b) defence fees and expenses incurred by the Insured.

### Sanctions limitation and exclusion clause

15. 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 Precedent Applicable to All Sections

It is necessary that the Insured observes and fulfils the following Conditions before the Company has any liability to make any payment under this Policy.

### Due diligence

1. The Insured shall at all times use due diligence, and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.

### Compliance with statutory requirements

2. The Insured shall comply with all Statutory Requirements which affect the safety or maintenance or operation of the Aircraft and shall ensure that:
  - (a) the Aircraft is airworthy at the commencement of each Flight;
  - (b) there is a current and valid maintenance release for the Aircraft;
  - (c) the employees and agents of the Insured comply with such orders and requirements.

### Claims procedure

3. 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 Company 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.
4. The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Company.

## Section 4: (C) General Conditions Applicable to All Sections

### Claims control

1.
  - (a) The Company shall be entitled (if it so elects) at any time and for so long as it desires to take absolute control of all negotiations and proceedings and in the name of the Insured, to settle, defend or pursue any claim and to execute terms of settlement.
  - (b) 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.

### Subrogation

2. Upon an indemnity being given or a payment being made by the Company under this Policy:
  - (a) the Company shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Company to exercise such rights and remedies;
  - (b) the Company (if it so elects) shall have the exclusive right to conduct proceedings, shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the Insured hereby appoints and authorises the Company and its attorneys to compromise any proceeding or threatened proceeding and to execute any terms of settlement in the name of the Insured;
  - (c) the Insured shall in any proceeding brought by the Insured do all things necessary to recover and hold on trust for the Company any amount which the Company would have been entitled to recover in a subrogated action.

### Variation in risk

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

### 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 respect of any aircraft, or other property covered by this Policy, on which a loss 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 4.00 pm on the third business day after the day on which the notice was given or at any later time specified in the notice.

### Assignment

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

### Not marine insurance

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

### Governing law

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

### False and fraudulent claims

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

### Pilot cover

9. Sections 1, 2 and 3 of this Policy extend to indemnify jointly and severally with the Insured any pilot approved in accordance with the terms of this Policy provided such pilot observes and fulfils the conditions and is subject to the exclusions of the Policy. In the event of an award being made both against the Insured (or his estate) and against the pilot (or his estate), the named Insured shall to the extent of his liability be entitled to priority in respect of any indemnity payable by the Company.

### Cross liability/limit(s) of indemnity

10. 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.

