

Private Hangarkeeper's Liability Insurance Policy



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Titles and 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 in **Section 7 Definitions**.

Vero Insurance Limited ABN 48 005 297 807 (the "Insurer") agrees to the extent and in the manner hereinafter provided, 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 amounts specified in the Schedule, to any person or persons as damages:

(a) for bodily injury including death at any time resulting therefrom but excluding nervous shock or psychological injury unaccompanied by, or not caused by, physical injury (hereinafter referred to as bodily injury); or

(b) for loss of or damage to property of others (hereinafter referred to as property damage)

caused by Accident occurring during the period of insurance mentioned in the Schedule and arising out of the circumstances set out in Sections 1 and 2 below, provided that cover for any Section is only available if an amount is shown against that Section in Item 4 of the Schedule.

Provided further that the Insured shall first pay the amount shown as a deductible in the Schedule, in respect of each and every claim paid or payable by the Insurer under this Policy.

Section 1 – Premises Liability

1 Coverage

1.1 Bodily injury or property damage in or about the premises specified in the Schedule caused by the fault or negligence of the Insured or by any defect in the Insured's premises ('place'), ways, works, machinery or plant used in the Insured's business.

1.2 Exclusions Applicable to this Section Only

The Insurer shall not be liable for claims in respect of:

Property in the care, custody or control

1.2.1 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.

Mechanically propelled vehicles

1.2.2 Bodily injury or property damage:

1.2.2.1 caused by any mechanically propelled vehicle which the Insured may cause or permit any other person to use on a 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;

Ships, vessels, craft etc

1.2.2.2 caused by any ships, vessels, craft, aircraft or aircraft equipment owned, rented, leased, chartered, used or operated by or on account of the Insured;

Air Meet, Air Race, Air Shows

1.2.2.3 arising out of any air meet, air race, or air show, nor any stand used for the accommodation of spectators in connection therewith;

Construction, demolition or alteration

1.2.2.4 arising out of construction of, demolition of or alterations to buildings, runways, or installations by the Insured or his contractors or sub-contractors;

Goods sold

1.2.2.5 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 ('place') specified in the Schedule.

Section 2 – Property in the care, custody or control

2. Coverage

2.1 Loss of or damage to any aircraft or aircraft equipment not owned, rented, leased, chartered, used or operated by or on account of the Insured, whilst on the ground and in the care, custody or control of the Insured.

2.2 Exclusions applicable to this Section only

The Insurer shall not be liable for claims in respect of:

2.2.1 Loss of or damage to:

2.2.1.1 wearing apparel, personal effects or merchandise of any description;

2.2.1.2 aircraft or aircraft equipment, hired or leased by or loaned to the Insured;

2.2.1.3 any aircraft while in flight or taxiing as defined;

2.2.1.4 any aircraft or aircraft equipment whilst being serviced or maintained by the Insured or any servant of the Insured.

Section 3 – Exclusions applicable to all sections of this policy

Employees and others	3.1	This Policy does not cover liability for bodily injury to any person, who at the time of sustaining such injury is a director or employee of the Insured or partner in the Insured's business whilst acting in the course of his or her employment with or engaged in duties for the Insured.
Worker's Compensation	3.2	This Policy does not cover liability for any claim or part of a claim in connection with the entitlement of a worker or employee to compensation in respect of loss of income or earnings by reason of any workers' compensation, employees' compensation, accident compensation, occupational health and safety or similar legislation other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation, which is not otherwise excluded by this Policy.
Faulty workmanship	3.3	This Policy does not cover the cost of making good any faulty workmanship for which the Insured, his employees, contractors or subcontractors may be liable.
Contractual liability	3.4	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	3.5	<p>This Policy does not cover claims directly or indirectly caused by, contributed to by, or arising out of or in consequence of::</p> <p>3.5.1 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;</p> <p>3.5.2 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;</p> <p>3.5.3 Strikes, riots, civil commotions or labour disturbances;</p> <p>3.5.4 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;</p> <p>3.5.5 Any malicious act or act of sabotage;</p> <p>3.5.6 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;</p> <p>3.5.7 Hi-jacking or any unlawful seizure or wrongful exercise of control of an aircraft or crew (including any attempt at such seizure or control) made by any person or persons.</p>

Airfield control tower	3.6	This Policy does not cover liability of or loss to the Insured arising out of the operation of an airfield control tower, including the use or purported use of the premises ('place') specified in the Schedule as an airfield control tower.
Punitive or exemplary damages	3.7	This Policy does not cover liability to pay punitive, aggravated or exemplary damages or any fines or penalties.
Storage of agricultural fertilizers etc	3.8	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 advice	3.9	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.
Other insurance	3.10	To the extent permitted by section 45(2) of the Insurance Contracts Act 1984, this Policy does not cover claims where another policy or policies respond to a claim that would otherwise be covered by this Policy, this Policy will only respond to so much of the claim as is not covered by the other policy or policies.
Nuclear Risks	3.11	This Policy does not cover claims in respect of: <ul style="list-style-type: none"> 3.11.1 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; 3.11.2 any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from: 3.11.3 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; 3.11.4 ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
Noise and Pollution and other perils	3.12	This Policy does not cover: <ul style="list-style-type: none"> 3.12.1 claims directly or indirectly occasioned by, happening through or in consequence of: <ul style="list-style-type: none"> 3.12.1.1 noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith; 3.12.1.2 pollution and contamination of any kind whatsoever; 3.12.1.3 electrical and electromagnetic interference; 3.12.1.4 interference with the use of property. 3.12.2 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: <ul style="list-style-type: none"> 3.12.2.1 claims excluded by Paragraph 3.1; or 3.12.2.2 a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 3.1 (referred to below as "Combined Claims"). 3.12.3 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: <ul style="list-style-type: none"> 3.12.3.1 damages awarded against the Insured; and 3.12.3.2 defence fees and expenses incurred by the Insured. 3.12.4 Nothing herein shall override Paragraph 3.10.

**Date Recognition
Exclusion**

- 3.13 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):
- 3.13.1 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;
 - 3.13.2 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;
 - 3.13.3 any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;
- and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

Asbestos Exclusion

- 3.14 This Policy does not cover claims directly or indirectly caused by, relating to, contributed to by, or arising out of or in consequence of:
- 3.14.1 the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
 - 3.14.2 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 or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.
- Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defence costs in respect of any claim excluded in whole or in part under paragraphs 3.14.1 or 3.14.2 hereof.
- To the extent permitted by section 45(2) of the Insurance Contracts Act 1984, where another policy or policies respond to a claim that would otherwise be covered by this Policy, this Policy will only respond to so much of the claim as is not covered by the other policy or policies.

Section 4 – General conditions

Claims Procedure

- 4.1 Upon the happening of any Accident likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to the Insurer as soon as possible after the same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to the Insurer immediately on receipt by the Insured.
- 4.2 All notices as specified above shall be given by the Insured to the person(s) or firm named for the purpose in the Schedule.

**False or fraudulent
statements**

- 4.3 If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise the Insurer shall be entitled to refuse the claim. This section in no way derogates from the Insurer's rights under the Insurance Contracts Act 1984 to deny indemnity for a claim or reduce its exposure in respect of a claim.

Cancellation	4.4	<p>The Insurer may cancel this Policy in the circumstances and on the grounds permitted under the Insurance Contracts Act 1984 by giving notice in accordance with that Act. In the case of non-payment of premium, the Insurer will give 10 days notice in writing of such cancellation.</p> <p>If cancelled by the Insurer for any reason other than for non-payment of premium a pro rata portion of the premium in respect of the unexpired period of this Policy will be returned.</p> <p>If cancelled by the Insured by giving advanced notice in writing a return of premium shall be at the discretion of the Insurer.</p> <p>There will be no return of premium where a loss is paid or is payable under this Policy.</p>
Variation in risk	4.5	<p>It is a condition of this Insurance that:</p> <p>4.5.1 if after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurer immediately;</p> <p>4.5.2 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 Insurer, who 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 the Insurer's 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 Insurer may require;</p> <p>4.5.3 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 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.</p>
Limit(s) of Indemnity	4.6	<p>Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurer in respect of any or all Insureds shall not exceed the limit(s) of liability stated in this Policy.</p>
Applicable Law	4.7	<p>This Policy shall be construed in accordance with Australian Law and any dispute or difference between the Insured and the Insurer shall be submitted to a court in Australia for determination.</p>
Goods and Services Tax	4.8	<p>The premium charged for this Policy will include an amount on account of Goods and Services Tax (GST), where applicable.</p> <p>The Insured must inform the Insurer of the extent to which the Insured is entitled to an input tax credit for the premium, in relation to the period during which the insured event happened, each time that a claim is made under this Policy. No payment will be made to the Insured for any GST liability that the Insured may acquire on the settlement of a claim if the Insured has not informed the Insurer of their entitlement or correct entitlement to an input tax credit.</p> <p>Despite the other provisions of this insurance (including provisions in the wordings, any schedules and any endorsements), the Insurer's liability will be calculated taking into account any input tax credit to which the Insured is entitled for any acquisition relevant to a claim, or to which the Insured would have been entitled were the Insured to have made a relevant acquisition.</p> <p>If the sum insured or Policy limit is not sufficient to cover the Insured's loss, the Insurer will only pay GST (less any relevant input tax credit) that relates to the Insurer's proportion of the Insured's loss. The Insurer will pay that GST amount in addition to the sum insured or policy limit.</p> <p>"GST", "input tax credit", "acquisition" and "supply" have the meaning given in the A New Tax System (Goods and Services Tax) Act 1999.</p>
Insurance Contracts Act 1984	4.9	<p>Nothing in this contract of insurance will affect the rights of the Insured or the Insurer under the Insurance Contracts Act 1984 as amended from time to time. Where such Act is applicable and in the event that there is a conflict between the provisions of this Policy and the Act, then the provisions of this Policy shall be amended as necessary in order to comply with the requirements of such Act.</p>

Section 5 – Policy Extensions

Date Recognition Limited Coverage

- 5.1 5.1.1 Section 3 Exclusions 3.14 shall not apply 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 accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of 5.1.3 and without prejudice to the meaning of the words in any other context, “bodily injury” shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.
- PROVIDED THAT:
- 5.1.2 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.
- 5.1.3 Nothing in this Endorsement shall provide any coverage:
- 5.1.3.1 applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
- 5.1.3.2 in respect of grounding of any aircraft; and/or
- 5.1.3.3 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.
- 5.1.4 The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured’s operations, equipment and products.

Section 6 – Payment of Costs

Date Recognition Limited Coverage

- 6.1 In addition to the limits set out in the Schedule for Sections 1 and 2, the Insurer will pay all legal and other costs incurred with its written consent in the defence of any claim made against the Insured,
- PROVIDED THAT:
- In the event of the Insurer requiring any claim to be contested:
- 6.1.1 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 amount of indemnity under this Policy;
- 6.1.2 If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of the Insurer 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 amount of indemnity provided by this Policy bears to the amount paid to dispose of the claim.
- With respect to any coverage which is subject to an aggregate limit the Insurer shall not be obligated to defend any suit nor pay any costs or expenses after the aggregate amount of indemnity under this Policy has been exhausted and in this event the Insured shall have the right to take over control of proceedings from the Insurer.

Section 7 – Definitions

In this Policy and, unless expressly stated to the contrary, in the Schedule and any endorsements:

- 7.1 "ACCIDENT" means any one accident or series of accidents arising out of one event which occurs at an identifiable time and place.
- 7.2 "BUSINESS" means use or provision of a building for the purpose of private hangarage of aircraft or aircraft Equipment including lease of space for the purpose of private hangarage of aircraft or aircraft Equipment not owned by the Insured.
- 7.3 "POLICY" includes the Schedule, together with any endorsements shown in the Schedule as included, all of which attach to and form part of this Policy.
- 7.4 "IN FLIGHT" means from the time the aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the aircraft completes its landing run.
- 7.5 "TAXIING" means movement of the aircraft under its own power other than in Flight as defined above including engine running (including starting and shut down). Taxiing shall not be deemed to cease merely by reason of a temporary halting of the aircraft.

Duty of Disclosure

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance, and if so on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- ▼ that diminishes the risk to be undertaken by the Insurer;
- ▼ that is of common knowledge;
- ▼ that your insurer knows or, in the ordinary course of his business, ought to know;
- ▼ as to which compliance with your duty is waived by the Insurer.

Non- Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

Privacy Statement

The Insurer is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ protecting your personal information from unauthorised access;
- ▼ establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us or other companies in within the Suncorp Group; and
- ▼ understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;

- ▼ intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;
- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- ▼ imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas. These instances include:

- ▼ sending your personal information to companies in the Suncorp group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

Contact

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy.

You can contact us on the details provided in Part 9 of the Schedule.

Our Privacy Policy can also be found on our website at www.vmat.com.au.

