



# Hangar Keepers Liability Insurance Policy

(Policy number HKL2023V1)

Issued to clients of VMIA

For the period 1 July 2023  
to 30 June 2024



# Contents

<b>Agreement to Insure.....</b>	<b>4</b>
<b>Section 1: Liability for Airfield Premises .....</b>	<b>5</b>
1. Coverage	5
2. Exclusions Applicable to this Section only	5
<b>Section 2: Liability for Aircraft in Care, Custody or Control .....</b>	<b>6</b>
1. Coverage	6
2. Exclusions Applicable to this Section only	6
<b>Section 3: Liability for Aircraft Maintenance, Sales or Repairs .....</b>	<b>7</b>
1. Coverage	7
2. Exclusions Applicable to this Section only	7
<b>Exclusions Applicable to All Sections.....</b>	<b>8</b>
1. Workers' Compensation	8
2. Faulty Workmanship	8
3. Contract	8
4. War, Hijacking and Other Perils	8
5. Control Tower	8
6. Other Sections	9
7. Nuclear Risks	9
8. Punitive Damages	9
9. Environmental Risks	9
10. Agricultural Chemicals	9
11. Professional Indemnity	9
12. US Risks	10
13. Other Insurance	10
<b>Conditions Applicable to All Sections.....</b>	<b>11</b>
1. Limit and Legal Costs	11
2. Claims Procedure	11
3. Fraud	11
4. Cancellation	11
5. Conditions Precedent	11
6. Cross Liability	12
7. Governing Law	12
<b>Definitions .....</b>	<b>13</b>

Special Endorsements .....	14
Privacy Statement.....	17



## Agreement to Insure

Victorian Managed Insurance Authority herein after referred to as **VMIA**, 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 judgment 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 there from; 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.

# Section 1: Liability for Airfield Premises

## 1. Coverage

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

## 2. Exclusions Applicable to this Section only

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 VA of the Trade Practices Act 1974.

## Section 2: Liability for Aircraft in Care, Custody or Control

### 1. Coverage

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

### 2. Exclusions Applicable to this Section only

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 VA of the Trade Practices Act, 1974;
- d. Liability for wear and tear, deterioration, breakdown, defect or failure howsoever caused in any **Unit** of the aircraft and the consequences thereof within such **Unit**;
- 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

### 1. Coverage

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 VA of the Trade Practices Act, 1974, except as a deemed manufacturer pursuant to the provisions of that Act

### 2. Exclusions Applicable to this Section only

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 there from;
- d. Liability for wear and tear, deterioration, breakdown, defect or failure howsoever caused in any **Unit** of the aircraft and the consequences thereof within such **Unit**;
- 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.

## Exclusions Applicable to All Sections

### 1. Workers' Compensation

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.

### 2. Faulty Workmanship

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).

### 3. Contract

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

### 4. War, Hijacking and Other Perils

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 there from 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).

### 5. Control Tower

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



## 6. Other Sections

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.

## 7. Nuclear Risks

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.

## 8. Punitive Damages

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

## 9. Environmental Risks

- 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.

## 10. Agricultural Chemicals

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.

## 11. Professional Indemnity

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.

## 12. US Risks

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

## 13. Other Insurance

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.

# Conditions Applicable to All Sections

## 1. Limit and Legal Costs

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.

## 2. Claims Procedure

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.

## 3. Fraud

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.

## 4. Cancellation

- 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.

## 5. Conditions Precedent

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

### 5.1 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

## 5.2 Conduct of Proceedings

- a. 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;
- 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.

## 5.3 Due Diligence

- a. 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;

## 5.4 Compliance with Legal Requirements

- a. 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

## 6. Cross Liability

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 Limits(s) of Indemnity stated in this Policy.

## 7. Governing Law

This Policy shall be construed in accordance with Victorian Law.

## Definitions

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

**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** 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.

**Property Damage** means loss of or damage to the property of others;

**Statutory Requirements** includes legislation and delegated legislation (including applicable legislation and delegated legislation of another country) and orders, rules, directions, notices, approvals, certificates and licenses issued by a competent authority.

**Taxiing** means movement of the aircraft under its own power, other than in **Flight** as defined. **Taxiing** shall not be deemed to cease merely by reason of a temporary halting of the aircraft.

**Unit** means a part or 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**.

## Special Endorsements

### Asbestos Exclusion Clause

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

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

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

All other terms and conditions of the Policy remain unchanged.

### 30 Day Cancellation

It is hereby noted and agreed that the cancellation period stated in this Policy is amended to thirty (30) days, however this notice period does not alter the cancellation provisions under the Extended Coverage Endorsement (Aviation Liabilities) if applicable to this Policy.

### Refuelling Liability

It is understood and agreed that Section 4, Exclusion 9 (a) (ii) is amended to delete the words "pollution and contamination" as it relates to the cover afforded by Section 3 of the Policy

Provided always that:

- a. The Company's liability shall not exceed the amount stated in the Schedule, and
- b. All fuel storage installations and fuelling operations are maintained and conducted in accordance with all applicable laws, regulations &/or directives applying to the storage, handling and distribution of hazardous goods.

The terms, exclusions, conditions and obligations, of the Policy continue to apply unless inconsistent with this endorsement. In the event of and to the extent of such inconsistency this endorsement shall take precedence.

### Date Recognition Exclusion Clause

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

- a. the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

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

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

### Date Recognition Limited Coverage Clause

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

1. to any accidental loss of or damage to an aircraft defined in the Schedule (Insured aircraft);
2. to any sums which the Insured shall become liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:
  - a. accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured aircraft or any other liability to a passenger which is imposed upon you, your servants or agents Under Parts II, III or IV of the Civil Aviation (Carrier's Liability) Act 1959 (Commonwealth) or the corresponding legislation of any Australian State or Territory in force from time to time or in accordance with regulations made pursuant to that Act or that corresponding legislation; and/or
  - b. loss of or damage to baggage, to personal articles of passengers, mail and cargo directly caused by an accident to an Insured aircraft; and/or
  - c. accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured aircraft or by any person or object falling therefrom;

Provided that:

property caused by an aircraft accident occurring during the Period of Insurance and arising out of a risk insured under the Policy; and/or

3. 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 Period of Insurance and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph (2) 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 there from shall not include mental or psychological injury.

Provided that:

1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the Policy.
2. Nothing in the endorsement shall provide any coverage:
  - a. in respect of grounding of any aircraft; and/ or
  - b. in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Company during the Period of Insurance any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.
4. The Date Recognition Exclusion Clause or any other date recognition exclusion clause sought to be relied upon by the Company shall be of no effect to the extent that section 41D of the Civil Aviation (Carrier's Liability) Act 1959 as amended is applicable and prevents that exclusion.

### Extended Coverage Endorsement (Aviation Liabilities)

1. Whereas the Policy of which this Endorsement forms part includes the War, Hijacking and Other Perils Exclusion Clause, in consideration of an Additional Premium as agreed, it is hereby understood and agreed that with effect from the above date, sub-paragraphs (a) and (c) - (g) of Section 4, Exclusion 4 are deleted subject to all terms and conditions of this Endorsement.

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2. Exclusion applicable only to any cover extended in respect of the deletion of sub- paragraph (a) of Section 4, Exclusion 4.

Cover shall not include liability for damage to any form of property on the **Ground** situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3. Limitation of Liability

The limit of the Company's liability in respect of the coverage provided by this Endorsement shall be a sub-limit of \$5,000,000 or the applicable Policy limit whichever the lesser anyone Occurrence and in the annual aggregate. This sub-limit shall apply within the full Policy limit and not in addition thereto.

### **Automatic Termination**

To the extent provided below, cover extended by this Endorsement shall terminate automatically in the following circumstances:

1. All cover - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America
2. Any cover extended in respect of the deletion of sub-paragraph (a) of Section 4: (A), Paragraph upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured aircraft may be involved
3. All cover in respect of any of the insured aircraft requisitioned for either title or use - upon such requisition  
Provided that if an insured aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an aircraft until completion of its first landing thereafter and any passengers have disembarked.

### **Review and Cancellation**

1. Review of Premium and/or Geographical Limits (7 days)  
The Company may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which notice is given.
2. Limited Cancellation (48 hours)  
Following a hostile detonation as specified in 4 (ii) above, the Company may give notice of cancellation of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of Section 4, Exclusion 4 - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.
3. Cancellation (7 days)  
The cover provided by this Endorsement may be cancelled by either the Company or the Insured giving notice to become effective on the expiry of seven days from 23.59 hours GMT on the day on which such notice is given.
4. Notices  
All notices referred to herein shall be in writing.



# Privacy Statement

We are committed to protecting any information and data, including personal information and health information we collect, handle, store or disclose about you through our services. We manage all information and data, including personal and health information in accordance with the *Victorian Managed Insurance Authority Act 1996 (Act)*, the *Privacy and Data Protection Act 2014*, the *Health Records Act 2001*, the *Freedom of Information Act 1982*, and our Privacy Policy.

From time to time, in accordance with our legislative and regulatory frameworks and applicable laws, we may be required to disclose information concerning policies or claims to government bodies authorised by Victorian or Commonwealth legislation.

## Collection and use of Personal Information

Personal information means information or an opinion that is recorded in any form, and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

We collect and record personal information through our client data collection processes which include our website, online forms and surveys. Some examples of when we may collect your personal information are when you:

- send us an email;
- use our online services, such as completing a form or survey electronically;
- register to attend training and events; and
- access our secure client portal on our website.

Personal information we collect can only be used for the purpose of performing functions under our Act and in accordance with all applicable laws and regulations.

## Access and Correction

Please contact our Information Privacy Officer at [privacy@vmia.vic.gov.au](mailto:privacy@vmia.vic.gov.au) if you:

- want to access personal information (if any) that we hold about you;
- want to know more about what sort of information we hold, for what purposes and how we deal with that information;
- believe that personal information that we hold about you is not accurate, complete and up to date; or
- have concerns about your privacy rights.