

## **Aviation – Non-ownership Liability**

Master Policy Number NOL2014V1  
Issued to clients of VMIA

For the period 30 June 2014 to 30 June 2015

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# Agreement to Insure

Victorian Managed Insurance Authority ABN 39 682 497 841 herein after referred to as "the Company" or "the 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 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.

## 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:

- a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the Aircraft and the consequences thereof within such Unit;
- b) damage to any Unit by anything which has a progressive or cumulative effect, but the Insured's liability for damage attributable to a single recorded incident is covered under paragraph 1 above;
- c) loss of or damage to any Unit directly caused by maintenance, inspection or repair of the Aircraft;

PROVIDED THAT the Insured is covered under paragraph 1 above in the event of liability for loss of or damage to the Aircraft in an accident consequent upon 2 (a), (b) or (c);

- d) loss of 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 amounts 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.

**Also see 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 a person or object falling there from.

### **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;

Passengers

- b) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the Aircraft; or

Property

- c) 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.

**Also see 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 from 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. 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 their 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.

**Also see Section 4**

## **Section 4: General Exclusions Applicable To All Sections**

This Policy does not apply:

### **1. Employee and Others**

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;

### **2. Workers' Compensation**

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;

### **3. Illegal Uses**

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

### **4. Geographical Limits**

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

### **5. Pilots**

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.

### **6. Transportation by other conveyance**

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.

### **7. Landing and Take-off Areas**

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.

### **8. Contractual Liability**

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. Assumed Liability**

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.

## **10. Number of Passengers**

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 anyone accident as stated in the Schedule by the number of passengers actually in the Aircraft at the time of the accident.

## **11. Other Insurance**

To 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;

## **12. Nuclear Risks**

To loss of, or destruction of, or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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;

## **13. War, Hijacking and Other Perils**

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 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.
- 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).

#### **14. Noise and Pollution**

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 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:

- 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.

## **Section 5: 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.

### **1. Due Diligence**

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.

### **2. Compliance with Statutory Requirements**

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) all Log Books, maintenance releases and other records in connection with the Aircraft which are required from time to time shall be kept up to date and shall be produced to the Company or its agents on request;
- c) the employees and agents of the Insured comply with such orders and requirements.

### **3. 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.

### **4. Admission of Liability**

**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 6: General Conditions Applicable To All Sections

### 1. Claims Control

- 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.

### 2. Subrogation

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 and its agents 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.

### 3. Variation in Risk

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.

### 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 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 4:00pm on the third business day after the day on which the notice was given or at any later time specified in the notice.

## **5. Assignment**

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

## **6. Not Marine**

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

## **7. Governing Law**

This Policy shall be construed in accordance with Australian Law.

## **8. Two or More Aircraft**

When two or more Aircraft are insured hereunder the terms of this Policy apply separately to each.

## **9. False and Fraudulent Claims**

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.

## **10. Pilot Cover**

Sections 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.

## **11. Cross Liability/Limit(s) of Indemnity**

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.

## Section 7: Definitions Applicable To All Sections

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

1. **"Accident"** means any one accident or series of accidents arising out of one event.
2. **"Australia"** means 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).
3. **"Bodily Injury"** means bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury.
4.
  - a) **"Business"** means the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
  - b) **"Commercial"** means 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.
  - c) **"Private Pleasure"** means use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward.  

Provided always that definitions (a), (b) and (c) 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.
5. **"The Aircraft"** means 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 of the Schedule;
6. **"Compensatory Damages"** does not include punitive, exemplary or aggravated damages.
7. **"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. 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 there from, or autorotation.
8. **"Ground"** means whilst the Aircraft is not in Flight or Taxiing or Moored as defined herein.
9. **"Moored"** means, 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.
10. **"Overhaul Life"** means the amount of use, or operational and/or calendar time which, according to the manufacturer, determines when overhaul or replacement of a Unit is required.
11. **"Passenger"** includes a student pilot or a pilot undergoing instruction and excludes any pilot who is responsible for providing instruction or supervision to another pilot.

12. "**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.
13. "**Taxiing**" means 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.
14. "**Unit**" means a part or an assembly of parts (including any sub-assemblies) of the Aircraft which has been assigned an Overhaul Life as a part or an assembly. Nevertheless, an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single Unit.

## Section 8: 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 Clause

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.

### Non Ownership Liability Hull Sublimit

The limit of liability under Section 1 of this Policy is a sub-limit within the overall Limit(s) stated on the Schedule for Sections 2 and 3 combined, and not in addition thereto.

The terms, exclusions, conditions and definitions 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.

### Extended Coverage Clause

It is hereby agreed to amend this Policy as follows:

### Date Recognition Exclusion Clause (VMIA AVI 2000A)

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

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

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

- b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in

response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

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

### **Date Recognition Limited Coverage Clause (VMIA AVI 2001A)**

Whereas the Policy of which this endorsement forms part includes the Date Recognition Exclusion Clause (VMIA AVI 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this endorsement, Clause VMIA AVI 2000A shall not apply:

1. to any accidental loss of or damage to an aircraft defined in the Schedule ("Insured Aircraft")
2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:
  - a) accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft or any other liability to a passenger which is imposed upon you, your servants or agents under Parts 11, III or IV of the Civil Aviation (Carriers' 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 there from;

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 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 (VMIA AVI 2000A) or any other date recognition exclusion clause sought to be relied upon by the Company shall be of no effect if and to the extent that Section 41D of the Civil Aviation (Carriers' 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, 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) to



(g) of Section 4 , Exclusion 13, are deleted to all terms and conditions of this Endorsement.

2. Exclusion applicable only to any cover extended in respect of the deletion of sub-paragraph (a) of Section 4, Exclusion 13.

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 \$20,000,000 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.

To the extent coverage is afforded to an Insured under the Policy, this sub-limit shall not apply to such Insured's liability:

- a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the Policy affords cover for liability to its passengers arising out of its operation of aircraft;
- b) for cargo and mail whilst it is on board the aircraft of any aircraft operator to whom the Policy affords cover for liability for such cargo and mail arising out of its operation of aircraft

4. Automatic Termination

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

- i) All cover  
upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following States, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America
- ii) Any cover extended in respect of the deletion of sub-paragraph (a) of Section 4, Exclusion 13  
upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the Insured Aircraft may be involved
- iii) All cover in respect of any of the Insured Aircraft requisitioned for either title or use- upon such requisition

Provided that if an Insured Aircraft is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, termination or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers disembarked.

## 5. Review and Cancellation

### a) 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.

### b) 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 13 - such notice to become effective on the expiry of forty-eight hours from 23.59 hours GMT on the day on which notice is given.

### c) Cancellation (7 days)

The cover provided by this Endorsement may be cancelled by either the 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.

### d) Notices

All notices referred to herein shall be in writing.

## Privacy Statement

VMIA is committed to protecting your privacy. Any personal information collected, handled, stored or disclosed about you through our services will be managed in accordance with the *Victorian Managed Insurance Act 1996*, *Information Privacy Act 2000* and the *Health Records Act 2001*.

Personal information means information or an opinion that is recorded about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

## Collection and use of Personal Information

VMIA will only collect and record personal information via this website if it is provided directly to us and is necessary for us to perform our functions or activities; for example VMIA will need to collect personal information, to send requested information, or to act on feedback provided. In particular, personal information is collected in the following situations:

- when you send us an email
- when you use our online services, such as completing a form electronically
- when you register as a site user
- when you provide feedback by email or by using the feedback form on our website.

## Access and Correction

If you:

- want to have access to the 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,

please contact VMIA's Information Privacy Officer on 03 9270 6912.