



Remotely Piloted Aircraft (RPA) Insurance

Policy Wording
October 2016

Arranged by One Underwriting Pty Ltd
ABN 50 006 767 540 AFSL 236 653

LLOYD'S

one
UNDERWRITING

RPA OPERATORS INSURANCE POLICY WORDING

Important Information

Please read the following important information relating to this insurance carefully. If you do not understand any of the matters detailed below please contact your insurance broker.

Insurance Contracts Act

The terms and conditions of this insurance shall be governed by and construed in accordance with the laws of Australia, and as such shall be subject to the Insurance Contracts Act 1984 (Cth). Nothing contained in this insurance is to be construed to reduce or waive either the Insured's or the Insurer's privileges, rights or remedies available under the Insurance Contracts Act 1984 (Cth).

The Insured's Duty of Disclosure

Before entering into a contract of insurance the Insured has a duty, under the Insurance Contracts Act 1984 (Cth), to disclose every matter that they know, or could be reasonably expected to know, is relevant to the Insurer's decision on whether to accept the risk of the insurance, and if so, on what terms.

The Insured has the same duty to disclose these matters to the Insurer before renewing or changing this insurance.

The Insured's duty, however, does not require disclosure of any matter:

- that diminishes the risk;
- that is of common knowledge;
- that the Insurer knows, or in the ordinary course of their business as an insurer, ought to know; or
- as to which compliance with the duty of disclosure is waived by the Insurer.

Consequences of Non-Disclosure

If the Insured fails to comply with their duty of disclosure the Insurer may be entitled to reduce their liability under this insurance in respect of a claim or may cancel this insurance. If the Insured's non-disclosure is fraudulent the Insurer may also have the option of avoiding this insurance from the beginning.

Confidentiality

The Insurer acknowledges that the Insured may disclose information of a commercially sensitive and confidential nature. The Insurer undertakes to restrict use of this information to matters related to the coverage provided and will not disclose this information to other parties.

General Insurance Code of Practice

The Insurer has adopted and proudly supports the Insurance Council of Australia's General Insurance Code of Practice and its purpose of raising the standards of practice and service in the general insurance industry. A copy of this Code is available by contacting the Insurer or from the Insurance Council of Australia's website at: www.insurancecouncil.com.au

Dispute Resolution

We are committed to handling any complaints about Our products or services efficiently and fairly.

If You have a complaint please contact One Underwriting on (03) 9211 3700 or oneunderwriting@oneunderwriting.com.au if You have any concern about Our services or any product We have provided.

If You are not satisfied with the resolution of Your complaint or the manner in which it has been handled, please contact Our Complaints Manager, who will attempt to resolve it in accordance with Our Complaints Procedures. You may obtain a copy of procedures from Our Complaints Manager.

Level 50, 80 Collins Street

Melbourne VIC 3000

t: 03 9211 3700

e: oneunderwriting@oneunderwriting.com.au

RPA OPERATORS INSURANCE POLICY WORDING

If Your complaint is not satisfactorily resolved within fifteen (15) business days or You are not happy with Our response to Your complaint, You may request that Your matter be reviewed by management by writing to:

Lloyd's Underwriters' General Representative in Australia
Level 9, 1 O'Connell St,
Sydney NSW 2000
Telephone +61 (0)2 8298 0782

If Your complaint remains unresolved You will be referred to the Financial Ombudsman Service Limited under the terms of the General Insurance Code of Practice. The (FOS) is a national scheme for consumers, free of charge and is aimed at resolving disputes between insured and insurance company. For more information the contact details are provided below;

Contact details are:

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3000
t: 1300 780 808 (local call fee applies)
e: info@fos.org.au

In the event of a legal dispute:

The Insurers hereon agree that:

In the event of a dispute arising under this Insurance, the insurers will at Your request submit to the jurisdiction of any competent Court in the Commonwealth of Australia. Such dispute shall be determined in accordance with the law and practice applicable in such Court.

Any summons notice or process to be served upon the Underwriters may be served upon the Lloyd's Representative in Australia at the aforementioned address, who has the authority to accept service and to enter an appearance on the insurers behalf..

If a suit is instituted against any one of the Underwriters, all Underwriters hereon will abide by the final decision of any such Court or any competent Appellate Court.

The amount of Premium specified herein is the amount due to the Underwriters and any commission allowed by them is to be regarded as remuneration of Us (the intermediary) placing this insurance.

RPA OPERATORS INSURANCE POLICY WORDING

Headings and marginal captions 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 IV (D) Definitions.

The Insurers agree to insure against loss, damage or liability, arising out of an Accident occurring during the Period of Insurance to the extent and in the manner provided in this Policy.

SECTION I LOSS OF OR DAMAGE TO RPA

1. Coverage

- (a) The Insurers will at their option pay for, replace or repair, accidental loss of or damage to the RPA described in the Schedule arising from the risks covered, including disappearance if the RPA is unreported for sixty (60) days after the commencement of Flight, but not exceeding the Amount Insured as specified in Part 2(5) of the Schedule and subject to the amounts to be deducted specified in Condition 3(c).
- (b) If the RPA is insured hereby for the risks of Flight, the Insurers will, in addition, pay reasonable emergency expenses necessarily incurred by the Insured for the immediate safety of the RPA consequent upon damage or forced landing, up to 10 per cent of the Amount Insured as specified in Part 2(4) of the Schedule.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

Wear and Tear,
Breakdown

- (a) wear and tear, deterioration, breakdown, defect or failure howsoever caused in any Unit of the RPA and the consequences thereof within such Unit;
- (b) damage to any Unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1(a) above.

HOWEVER accidental loss of or damage to the RPA consequent upon 2(a) or (b) above is covered under paragraph 1(a) above.

RPA OPERATORS INSURANCE POLICY WORDING

3. Conditions applicable to this Section only

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| Dismantling,
Transport and
Repairs | (a) If the RPA is damaged <ul style="list-style-type: none">(i) no dismantling or repairs shall be commenced without the consent of the Insurers except whatever is necessary in the interests of safety, or to prevent further damage, or to comply with orders issued by the appropriate authority;(ii) the Insurers will pay only for repairs and transport of labour and materials by the most economical method unless the Insurers agree otherwise with the Insured. |
| Payment or
Replacement | (b) If the Insurers exercise their option to pay for or replace the RPA <ul style="list-style-type: none">(i) the Insurers may take the RPA (together with all documents of record, registration and title thereto) as salvage;(ii) the cover afforded by this Section is terminated in respect of the RPA even if the RPA is retained by the Insured for valuable consideration or otherwise;(iii) the replacement RPA shall be of the same make and type and in reasonably like condition unless otherwise agreed with the Insured. |
| Amounts to be
deducted from
the Claim | (c) There shall be deducted from the claim under paragraph 1(a) of this Section. <ul style="list-style-type: none">(i) the amount specified in Part 6(B) of the Schedule and(ii) such proportion of the Overhaul Cost of any Unit repaired or replaced as the used time bears to the Overhaul Life of the Unit. |
| No
Abandonment | (d) Unless the Insurers elect to take the RPA as salvage the RPA shall at all times remain the property of the Insured who shall have no right of abandonment to the Insurers. |
| Other
Insurance | (e) No claim shall be payable under this Section if other insurance which is payable in consequence of loss or damage covered under this Section has been or shall be effected by or on behalf of the Insured without the knowledge or consent of the Insurers. |

See also Section IV (General Exclusions / Conditions)

RPA OPERATORS INSURANCE POLICY WORDING

SECTION II LEGAL LIABILITY TO THIRD PARTIES (OTHER THAN PASSENGERS)

1. Coverage

The Insurers 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 RPA or by any object falling therefrom.

2. Exclusions applicable to this Section only

The Insurers shall not be liable for

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|----------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Employees and Others | (a) | 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; |
| Operational Crew | (b) | injury (fatal or otherwise) or loss sustained by any member of the crew/agents/operator whilst engaged in the operation of the RPA; |
| Property | (c) | loss of or damage to any property belonging to or in the care, custody or control of the Insured; |
| Consequential Loss | (d) | All forms of indirect losses arising from an accident/occurrence and non-identifiable physical injury. |

3. Limit of Indemnity applicable to this Section

The liability of the Insurers under this Section shall not exceed the amount stated in Part 6(C) of the Schedule, less any amounts under Part 6(B). The Insurers will defray in addition 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 amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Insurers 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 for compensatory damages.

See also Section IV

SECTION III PREMISES, HANGARKEEPERS AND PRODUCTS LIABILITY

The Insurers hereby agree 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 (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 mentioned in the Schedule and arising out of the hazards set forth in the Sub Sections below.

RPA OPERATORS INSURANCE POLICY WORDING

THE PREMISES LIABILITY SUBSECTION

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 of 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.

THE PREMISES LIABILITY SUBSECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS

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.
2. Bodily injury or property damage caused by
 - a) 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.
 - b) RPA owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to RPA owned by others which are on the ground.
3. Bodily injury or property damage arising out of any airmeet, air race, or air show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Insurers.
4. 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 Insurers.
5. 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.

THE HANGARKEEPERS LIABILITY SUBSECTION

Loss of or damage to RPA, not owned, rented or leased by the Insured, whilst on the ground in the care, custody or control of or whilst being serviced, handled or maintained by the Insured or any servant of the Insured

RPA OPERATORS INSURANCE POLICY WORDING

THE HANGARKEEPERS LIABILITY SUBSECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS

Loss of or damage to clothing, personal effects or merchandise of any description.

Loss of or damage to RPA, hired or leased by or loaned to the Insured.

Loss of or damage to any RPA while in flight as defined.

THE PRODUCTS LIABILITY SUBSECTION

Bodily injury or property damage 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 RPA, and then only after such goods or products have ceased to be in the possession or under the control of the Insured.

THE PRODUCTS LIABILITY SUBSECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS

- (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 or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom.
- (d) Loss of use of any RPA not actually lost or damaged in an accident giving rise to a claim hereunder.

OTHER EXCLUSIONS APPLICABLE TO THE PREMISES, HANGARKEEPERS AND PRODUCTS SUBSECTIONS OF THIS POLICY

1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workmans compensation, unemployment compensation or disability benefits law or any similar law.
2. 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 (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
3. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Insurers.

RPA OPERATORS INSURANCE POLICY WORDING

PAYMENT OF COSTS In addition to the limits set out in the Schedule, Insurers will pay all legal and other costs incurred with their consent in the defence of any claim made against the Insured,

PROVIDED THAT

In the event of their requiring any claim to be contested

- (a) If the claim be successfully resisted by the Insured the Insurers will pay all costs, charges and expenses incurred but the Insured in connection therewith up to but not exceeding the sum insured under this Policy.
- (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of Insurers 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 sum insured by this Policy bears to the amount paid to dispose of the claim.

SECTION IV

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

This policy does not apply:

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| Illegal Uses | 1. | Whilst the RPA is being used for any illegal purpose or for any purpose other than those stated in Part 3 of the Schedule and as defined in the Definitions. |
| Geographical | 2. | Whilst the RPA is outside the geographical limits stated in Part 5 of the Limits Schedule unless due to force majeure. |
| Operator | 3. | Whilst the RPA is being operated by any person other than as stated in Part 4 of the Schedule. |
| Transportation by Other Conveyance | 4. | Whilst the RPA is being operated by any means of conveyance except other than as the result of an Accident giving rise to a claim under Section I of this Policy, or unless this coverage is specifically included by endorsement. |
| Landing and Take-off Areas | 5. | Whilst the RPA 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 RPA except as a result of force majeure. |
| Contractual | 6. | To liability assumed or rights waived by the Insured under any agreement except to Liability the extent that such liability would have attached to the Insured in the absence of such agreement. |
| Non- Contribution | 7. | To claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected. |
| Nuclear Risks | 8. | To claims excluded by the attached Nuclear Risks Exclusion Clause |
| War, Hi-jacking, | 9. | To claims caused by |

RPA OPERATORS INSURANCE POLICY WORDING

and Other Perils

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the RPA in Flight (including any attempt at such seizure or control) of the RPA acting without the consent of the Insured.

Furthermore this Policy does not cover claims arising whilst the RPA is outside the control of the Insured by reason of any of the above perils.

The RPA shall be deemed to have been restored to the control of the Insured on the safe return of the RPA to the Insured at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the RPA (such safe return shall require that the RPA be parked with engines shut down and under no duress).

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| Noise and pollution | 10. | To claims excluded by the attached Noise, Pollution and Other Perils Exclusion Clause |
| Date recognition | 11. | To claims excluded by the attached Date Recognition Exclusion Clause |
| Asbestos Exclusion | 12. | To claims excluded by the attached Asbestos Exclusion Clause |
| Scratching/fogging | 13. | In respect of camera equipment, coverage excludes scratching /fogging of lenses and mechanical derangement unless arising out of an accident to the RPA to which it is fitted. |
| Privacy | 14. | In respect to any and all privacy related claims made against the insured |

(B) CONDITIONS PRECEDENT APPLICABLE TO ALL SECTIONS

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

RPA OPERATORS INSURANCE POLICY WORDING

- Reasonable Care 1. 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 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.
- Due Diligence 2. The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.
- Compliance with Air Navigation Orders, etc. 3. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the RPA and shall ensure that
- (a) the RPA is airworthy at the commencement of each Flight;
 - (b) all Log Books and other records in connection with the RPA which are required by any official regulations in force from time to time shall be kept up to date and shall be produced to the Insurers or their agents on request;
 - (c) the employees and agents of the Insured comply with such orders and requirements.
- Claims Procedure 4. Immediate notice of any event likely to give rise to a claim under this Policy shall be given as stated in Part 8 of 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) render such further information and assistance as the Insurers may reasonably require;
 - (d) not act in any way to the detriment or prejudice of the interest of the Insurers.
 - (e) If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Insurers shall be limited to their rateable proportion of such claim.
- The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Insurers.**
- Material change 5. If after this Policy has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately. No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured for their 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 Insurers may require.

RPA OPERATORS INSURANCE POLICY WORDING

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

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| Claims Control | 1. The Insurers shall be entitled (if they so elect) at any time and for so long as they desire to take absolute control of all negotiations and proceedings and in the name of the Insured to settle, defend or pursue any claim. |
| Subrogation | 2. Upon an indemnity being given or a payment being made by the Insurers under this Policy, they shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies. |
| Variation in Risk | 3. Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Insurers and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Insurers. |
| Cancellation | 4. This Policy may be cancelled by either the Insurers or the Insured giving 14 days notice in writing of such cancellation. If cancelled by the Insurers they will return a pro rata portion of the premium in respect of the unexpired period of the Policy. If cancelled by the Insured a return of premium shall be at the discretion of the Insurers. There will be no return of premium in respect of any RPA on which a loss is paid or is payable under this Policy. |
| Assignment | 5. This Policy shall not be assigned in whole or in part except with the consent of the Insurers verified by endorsement hereon. |
| Not Marine Insurance | 6. This Policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance. |
| Arbitration | 7. This Policy shall be construed in accordance with English Law and any dispute or difference between the Insured and the Insurers shall be submitted to arbitration in London in accordance with the Statutory provision for arbitration for the time being in force. |
| Two or More RPA | 8. When two or more RPA are insured hereunder the terms of this Policy apply separately to each. |
| Limit(s) of Indemnity | 9. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insured's shall not exceed the Limit(s) of Indemnity stated in this Policy. |
| False and Fraudulent Claims | 10. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited. |

RPA OPERATORS INSURANCE POLICY WORDING

(D) DEFINITIONS

1. "ACCIDENT" means any one accident or series of accidents arising out of one event.
2. "UNIT" means a part or an assembly of parts (including any sub-assemblies) of the RPA 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.
3. "OVERHAUL LIFE" means the amount of use, or operational and/or calendar time which, according to the Airworthiness Authority, determines when overhaul or replacement of a Unit is required.
4. "OVERHAUL COST" means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the Overhaul Life of the damaged or a similar Unit.
5. "BUSINESS" means for business or professional purposes but NOT use for hire or reward.
6. "COMMERCIAL" means for business by the Insured for hire or reward.
7. "RENTAL" means rental, lease, charter or hire by the Insured to any person, company or organisation where the operation of the RPA is not under the control of the Insured. Rental for any purpose is NOT insured under this Policy unless specifically declared to Insurers and the detail of such use(s) stated in the Schedule.
8. "FLIGHT" means from the time the RPA is switched on, moves forward in taking off or attempting to take off, whilst in the air, and until the RPA completes its landing run. A rotary-wing RPA shall be deemed to be in Flight when the RPA is switched on and the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
9. "TAXIING" means movement of the RPA 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 RPA.
10. "RPA". The word "RPA" wherever used in this Insurance, shall mean the Remotely Piloted Aircraft described herein, and in addition to the airframe shall include power plants, propellers, rotors and appliances forming part of the Remotely Piloted Aircraft at the inception of coverage hereunder, including parts detached and equipment destined to be fitted to the airframe including whilst detached from airframe on the ground
11. "GROUND" means whilst the RPA is not in flight or taxiing.
12. "AERIAL WORK" means a flight if payment is made in respect of the flight or the purpose of the flight for specialised services including but not limited to agriculture, construction, photography, surveying, observation and patrol, search and rescue, aerial advertisement.

RPA OPERATORS INSURANCE POLICY WORDING

SCHEDULE

PART 1	Policy No.		Proposal dated		
	Name of Insured				
	Address				
Period of Insurance					
From					
To					
Both days inclusive					
PART 2	Particulars of RPA				
	(1) Make & Type	(2) Year of Manufacture	(3) Registration Marks	(4) Amount Insured	(5) Risks Covered
PART 3	Standard Uses: Mapping, photography, filming, surveillance, communications		Special Uses:		
PART 4	Operator qualifications				
PART 5	Geographical Limits				

RPA OPERATORS INSURANCE POLICY WORDING

SCHEDULE – continued

PART 6

Limits and Deductibles (Appropriate boxes to be completed - others to be marked "not applicable")

(A) Policy Section & Risk	(B) Amounts to be deducted	(C) Limit of Indemnity from which must be deducted the amount in column (B)
I Loss of or damage to RPA listed in Part 2 above	each Accident	See Part 2 Column (5)
II Liability to Third Parties	Bodily Injury Damage to Property each Accident	Bodily Injury and Damage to Property - Combined each Accident
III Premises liability Subsection		Any one accident
III Hangarkeepers Subsection		Any one accident
III Products Liability Subsection		Any one accident and in the aggregate

PART 7

Premium

Section I

Section II

Section III

TOTAL

PART 8

Immediate notice of any claim to be given to:

ATTACHMENT NUMBER ONE

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover 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 RPA operation
2. With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend
 - (a) claims excluded by Paragraph 1 or
 - (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Underwriters 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.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

AVN.46B (amended for RPA)
01.10.96

ATTACHMENT NUMBER TWO

NUCLEAR RISKS EXCLUSION CLAUSE

1. This Policy does not cover:
 - i. 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
 - ii. any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
 - a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
 - c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
2. It is understood and agreed that such radioactive material or other radioactive source in paragraphs (1) (b) and (c) above shall not include:
 - i) depleted uranium and natural uranium in any form;
 - ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
3. This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
 - i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy, or
 - ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
 - i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the

RPA OPERATORS INSURANCE POLICY WORDING

Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

- ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an RPA caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> <u>(IAEA Health and Safety Regulations)</u>	<u>Maximum permissible level</u> <u>of non-fixed radioactive</u> <u>surface contamination</u> <u>(Averaged over 300cm²)</u>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

- I. the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

AVN 38B (amended for RPA)
22.07.96

ATTACHMENT NUMBER THREE

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 asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; 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, neutralise, 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.

However, this exclusion shall not apply to any claim caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal RPA operation.

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 (1) or (2) hereof.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATTACHMENT NUMBER FOUR

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 Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A 14.03.01

ATTACHMENT NUMBER FIVE

DATE RECOGNITION LIMITED COVERAGE CLAUSE

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

- (1) to any accidental loss of or damage to an RPA defined in the Policy Schedule ("Insured RPA");
- (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 third parties caused by an accident to an Insured RPA; and/or
 - (b) loss of or damage to cargo caused by an accident to an Insured RPA; and/or
 - (c) accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured RPA or by any object falling therefrom.

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 this Endorsement shall provide any coverage:
 - (a) in respect of grounding of any RPA; 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 Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2001A 21.3.01 (amended for RPA)

ATTACHMENT NUMBER SIX

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

1. WHEREAS the Policy of which this Endorsement forms part includes General Exclusion 9 War, Hijacking and Other Perils Exclusion Clause it is hereby understood and agreed that all sub-paragraphs other than 'b' are deleted SUBJECT 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 General Exclusion 9

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 RPA.

3. LIMITATION OF LIABILITY

The limit of Insurers' liability in respect of the coverage provided by this Endorsement shall be the applicable Policy limit any one Occurrence and in the annual aggregate (the "sub-limit"). 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 for cargo and mail while it is on board the RPA of any RPA operator to whom the Policy affords cover for liability for such cargo and mail arising out of its operation of RPA.

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 Clause AVN 48B**

- 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 RPA may be involved

- (iii) **All cover in respect of any of the Insured RPA requisitioned for either title or use**

- upon such requisition

PROVIDED THAT if an Insured RPA 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 RPA until completion of its first landing thereafter.

5. REVIEW AND CANCELLATION

(a) **Review of Premium and/or Geographical Limits (7 days)**

Insurers 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 3 (ii) above, Insurers 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 Clause AVN 48B - 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 Insurers 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.

AVN 52E 12.12.01 (Amended for RPA)

ATTACHMENT NUMBER SEVEN

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The rights of a person who is not a party to this insurance or reinsurance to enforce a term of this insurance or reinsurance and/or not to have this insurance or reinsurance rescinded, varied or altered without his consent by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded from this insurance or reinsurance.

AVN 72 9.2.00

ATTACHMENT NUMBER EIGHT

RPA OPERATOR INDEMNITY CLAUSE

The Sections of this Policy covering bodily injury liability and property damage liability are extended to cover, as if he/she were the Insured, any RPA operator authorised by the Insured under the terms of the Policy in respect of injury or damage arising out of the operation of the RPA described in the Schedule to the Policy, but not so as to increase the liability of Insurers beyond the amount which would otherwise have been payable under this Policy had liability been incurred by the Insured.

Provided always that

1. At the time of any accident giving rise to a claim under this Clause the said RPA Operator
 - (a) shall as though he/she were the Insured, observe, fulfil and be subject to the terms, conditions and exclusions contained in the Policy, and
 - (b) is not entitled to indemnity under any other policy.
2. There shall be no indemnity under this Clause in respect of claims made against the RPA Operator by the Insured and/or with respect to the RPA described in the Schedule to the Policy.

AVN 74 9.2.01

ATTACHMENT NUMBER NINE

UNAUTHORISED USE CLAUSE

No claim under this Policy shall be rejected on the grounds that the RPA was used in a place or in a manner or by a person not permitted under the terms of this Policy provided such use was not authorised by the Insured and that the Insured had taken reasonable precautions to prevent such unauthorised use. Any consent given by an employee or agent of the Insured outside the normal scope of his authority shall be deemed not to be authorisation given by the Insured.

AVN 77 9.2.01 (amended for RPA)

ATTACHMENT NUMBER TEN

CIVIL USE OF MOD AIRFIELDS ENDORSEMENT

It is noted that the Insured(s) may wish to use, for civil aircraft purposes, Ministry of Defence (MOD) airfields and be required to enter into an agreement with the Crown incorporating certain conditions for the civil (flying) use of such airfields and to afford an indemnity to the Crown in the form of INDEM3.81/Form 4a.

The Insurers will indemnify the Insured for all sums which the Insured shall become legally liable to pay and shall pay to the Crown under such an agreement 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 any RPA insured under the Policy or object falling therefrom.

The limit applicable to this Endorsement is GBP 7,500,000 Any one Accident and such limit shall not be in addition to or nor in excess of any other limit of liability provided in the Policy.

Additional Premium: Included herein

Unless the Policy otherwise provides, the following exclusions shall apply:

- (a) Nuclear Risks Exclusion Clause AVN 38B;
- (b) War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN 48B;
- (c) Noise and Pollution and Other Perils Exclusion Clause AVN 46B;
- (d) Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN 72; and
- (e) Date Recognition Exclusion Clause AVN 2000A

Nothing in this Endorsement shall restrict the coverages otherwise provided under the Policy.

AVN 95 30.4.02 (amended for RPA)

**ATTACHMENT NUMBER ELEVEN
RPA SPARES EXTENSION ENDORSEMENT**

1. INTENTION

Subject to the terms, conditions and exclusions of the Policy to which this Endorsement is attached, and to the following terms, conditions and exclusions hereinafter contained, the Policy is extended to insure Property being only Engines, Spare Parts and ground equipment not destined to be fitted to the RPA, destined to be fitted to or to form part of an RPA and being the property of the Insured or the property of others for which the Insured is responsible, while such property is in the care, custody or control of the Insured on the ground, or is being carried as cargo in transit, by air (including Insured's aircraft) and/or steamers (approved or held covered at a premium to be arranged) and/or road and/or rail and/or conveyance.

2. CONDITIONS

All risks of Physical Loss or Damage (except as excluded) but

Air Transits

Institute Cargo Clauses (AIR) 1/1/82

Marine Transits

Institute Cargo Clauses (A) 1/1/82

3. GEOGRAPHICAL LIMITS

This Extension covers the property described above, against the risks described above, and operating as per the geographical limits shown in the Schedule

4. EXCLUSIONS

This coverage does not insure:-

- (a) Loss of or damage to any such property occurring at any time after the commencement of the operation of fitting it to or placing it on board the RPA to which it is destined.
- (b) Loss of or damage to an Engine occurring during the running or testing thereof.
- (c) Mechanical or electrical derangement.
- (d) Loss or damage caused by wear, tear or gradual deterioration.
- (e) Loss or damage caused by or resulting from neglect of the Insured to use reasonable means to save and preserve the property at the time of and after any loss or damage.
- (f) Loss of or damage to any property which has been detached from an RPA and which is intended to be refitted to the RPA and not to be replaced by other property.

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- (g) Loss of or damage to any property hereby insured which may be sustained whilst the same is under any process and directly resulting therefrom.
- (h) Property carried in an RPA as a spare parts kit.
- (i) Property fitted to or forming part of an RPA.
- (j) The property of others carried or stored by the Insured for hire or reward.
- (k) Mysterious disappearance or unexplained loss or shortage disclosed upon taking inventory.

5. This Extension is subject to the Nuclear Risks Exclusion Clause AVN71.

6. This Extension does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labour disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.
- (f) Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of an RPA in flight (including any attempt at such seizure or control) made by any person or persons acting without consent of the Insured.
- (h) A RPA being outside the control of the Insured by reason of a peril excluded by paragraphs (f) or (g).

7. DEDUCTIBLE CLAUSE

Each claim for loss or damage arising out of one event shall be adjusted separately and from the amount of such adjusted claim the sum of - AUD250- shall be deducted.

8. LIMITS OF LIABILITY

The liability of the Insurers shall not exceed:-

1. any one building and/or location
2. any one sending
3. The cost of repair or the cost of replacement or the insured value, whichever shall be the least amount, in respect of any one item of property.

} Total sum insured purchased

9. SALVAGE AND RECOVERIES CLAUSE

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this Extension shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties thereto.

10. LOSS CLAUSE

Any loss hereunder shall not reduce the amount of the Policy to which this Endorsement is attached.

**ATTACHMENT NUMBER TWELVE
TRANSIT EXTENSION ENDORSEMENT**

Subject to the terms, conditions and exclusions of the Policy to which this Endorsement is attached, and to the following terms, conditions and exclusions hereinafter contained, the Policy is extended to insure the RPA described in the schedule of the Policy to which this Endorsement is attached against physical loss or physical damage occurring during the period of insurance while in transit within the geographical limits

The Insurers are only liable to the extent that any other valid insurance had not been issued.

Exclusions: This coverage does not insure:

- A. Loss or damage occurring:
 - i) while an insured RPA is on the runway after being cleared for take off;
 - ii) to an insured RPA while in flight;
 - iii) before an insured RPA reaches the runway exit after landing.
- B. the cost of making good wear and tear, gradual deterioration, inherent defect, rust or oxidation, moth or vermin damage, warping or shrinkage.
- C. loss or damage caused by or resulting from:
 - i) maintenance, repair, renovation, restoration, modification or any similar process;
 - ii) aridity, humidity, exposure to light or extremes of temperature unless such loss or damage caused by storm or fire.
- D. loss from or damage in or on unlocked vehicles.
- E. electrical or mechanical fault or breakdown.
- F. depreciation.
- G. any loss other than the direct cost of repairing or replacing the insured RPA in accordance with the basis of settlement.
- H. loss of or damage to an insured RPA which is subject to any lease, conditional sale, charge or other encumbrance.
- I. increased cost or expense due to compliance with any airworthiness directives.
- J. accessories and/or spare parts.
- K. loss or damage arising directly or indirectly from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.

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- L. loss or damage or liability directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- M. loss or damage caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public local authority.
- N.
 - i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
 - ii) any legal liability of whatsoever nature;

directly or indirectly caused by or contributed to by or arising from:

 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly thereof;
 - c) nuclear reaction, nuclear radiation or radioactive contamination.

Conditions: The Insurers shall not be liable to pay any claim under this insurance unless the Insured complies with all the requirements in the following conditions.

1. Due diligence

The Insured must take all reasonable care and measures to protect the insured RPA and to maintain it in good and proper condition.

2. Transit

The Insured must ensure that the insured property is packed and unpacked for transit by competent professional packers/manufacturers guidelines.

3. Security and protections

The Insured must ensure that all fire alarm and security systems, locks and all other physical protections notified to the Insurers are fully engaged whenever the insured RPA is left unattended.

4. Misrepresentation and fraud

If the Insured has concealed or misrepresented any material fact or circumstance relating to this insurance or makes any claim knowing it to be fraudulent, this insurance shall become void.

5. Governing Law and Jurisdiction

This insurance is governed by and construed in accordance with the laws of England, and the courts of England and Wales have exclusive jurisdiction to adjudicate any dispute.

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ATTACHMENT NUMBER THIRTEEN RPA HULL "WAR AND ALLIED PERILS" EXTENSION ENDORSEMENT

1. LOSS OF OR DAMAGE TO RPA

Subject to the terms, conditions, limitations and exclusions of the Policy to which this Endorsement is attached, and to the following terms, conditions, limitations and exclusions hereinafter contained, the Policy is extended to cover loss of or damage to the RPA described in the Schedule of the Policy to which this Endorsement is attached against claims excluded from the Insured's Hull "All Risks" Policy as 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) Strikes, riots, civil commotions or labour disturbances.
- (c) 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.
- (d) Any malicious act or act of sabotage.
- (e) 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.
- (f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the RPA in flight (including any attempt at such seizure or control) made by any person or persons acting without the consent of the Insured.

Furthermore this Extension Endorsement covers claims excluded from the Hull "All Risks" Policy from occurrences whilst the RPA is outside the control of the Insured by reason of any of the above perils. The RPA shall be deemed to have been restored to the control of the Insured on the safe return of the RPA to the Insured at an airfield not excluded by the geographical limits stated herein, and entirely suitable for the operation of the RPA (such safe return shall require that the RPA be parked with engines shut down and under no duress).

2. EXTORTION AND HI-JACK EXPENSES

This Extension Endorsement will also indemnify the Insured subject to the terms, conditions, exclusions and limitations set out below, and up to the limit stated herein for 90% of any payment properly made in respect of:

- (a) threats against any RPA stated in the Schedule made during the period of insurance.
- (b) extra expenses necessarily incurred following confiscation, etcetera (as stated in 1.(e) above) or hi-jacking, etcetera (as stated in 1.(f) above) of any RPA stated in the Schedule.

No cover will be provided under this section of the Extension Endorsement in any territory where such insurance is not lawful, and the Insured is at all times responsible for ensuring that no arrangements of any kind are made which are not permitted by the proper authorities.

3. EXCLUSIONS

Coverage under this Extension excludes loss, damage or expense caused by one or any combinations of any of the following:

- (a) war (whether there be a declaration of war or not) between any of the following States: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China; nevertheless, if any RPA is in the air when an outbreak of such war occurs, this exclusion shall not apply in respect of such RPA until the said RPA has completed its first landing thereafter;
 - (b) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the authority of the Government(s) stated herein, or any public or local authority under its jurisdiction;
 - (c) the emission, discharge, release or escape of any chemical, biological or biochemical materials or the threat of same but this exclusion shall not apply:
 - (i) if such materials are used or threatened to be used solely and directly in:
 - 1. the Hi-jacking, unlawful seizure or wrongful exercise of control of an insured RPA in flight and then only in respect of loss of or damage to such RPA the subject of a valid claim under 1.(f) above; or
 - 2. any threat against an insured RPA stated in the Schedule only in respect of payments as are insured under 2. Extortion and Hi-Jack Expenses above;
 - (ii) other than as provided for in sub-paragraph 1 above, to loss of or damage to an insured RPA if the use of such materials is hostile and originates solely and directly:
 - 1. on board such RPA, whether it is on the ground or in the air.
- or
- 2. external to such RPA and causes physical damage to the RPA whilst the RPA or the wheels of the RPA are not in contact with the ground.
- Any emission, discharge, release or escape originating external to the RPA that causes damage to the RPA as a result of contamination without other physical damage to the RPA exterior is not covered.
- (d) any debt, failure to provide bond or security or any other financial cause under court order or otherwise;
 - (e) the repossession or attempted repossession of the RPA either by any title holder, or arising out of any contractual agreement to which any insured protected under the Policy to which this Extension Endorsement is attached may be party;
 - (f) delay, loss of use, or except as specifically provided in 2. Extortion and Hi-Jack Expenses above any other consequential loss; whether following upon loss of or damage to the RPA or otherwise.
 - (g) any use, hostile or otherwise, of radioactive contamination or matter but this exclusion shall not apply to loss of or damage to an insured RPA if such use is hostile and originates solely and directly:
 - (i) on board such RPA, whether it is on the ground or in the air, or

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- (ii) external to such RPA and causes physical damage to the RPA whilst the RPA or the wheels of the RPA are no longer in contact with the ground

Any such use originating external to the RPA that causes damage to the RPA as a result of contamination without other physical damage to the RPA exterior is not covered.

- (h) any use, hostile or otherwise, of an electromagnetic pulse but this exclusion shall not apply to loss of or damage to an insured RPA if such use originates solely and directly on board such RPA, whether it is on the ground or in the air.
- (i) any detonation, hostile or otherwise, of any device employing atomic or nuclear fission and/or fusion or other like reaction, and notwithstanding (g) and (h) above, any radioactive contamination and electromagnetic pulse resulting directly from such detonation is also excluded.

4. GENERAL CONDITIONS

1. This Extension is subject to the same warranties, terms and conditions (except as regards the premium, the obligations to investigate and defend, the renewal agreement (if any), the amount of deductible or self insurance provision where applicable AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or may be added to the Insured's Hull "All Risks" Policy.
2. Should there be any Material Change in the nature or area of the Insured's operations, the Insured shall give immediate notice of such Change to the Insurers; no claim arising subsequent to a Material Change over which the Insured had control shall be recoverable hereunder unless such change has been accepted by the Insurers.

"Material Change" shall be understood to mean any change in the operation of the Insured which might reasonably be regarded by the Insurers as increasing their risk in degree or frequency, or reducing possibilities of recovery or subrogation.

3. The due observance and fulfilment of the terms, provisions and conditions of this Extension shall be conditions precedent to any liability of the Insurers to make any payment under this Extension: in particular the Insured should use all reasonable efforts to ensure that he complies and continues to comply with the laws (local or otherwise) of any country within whose jurisdiction the RPA may be, and to obtain all permits necessary for the lawful operation of the RPA.
4. Subject always to the provisions of 5. Cancellation Revision and Automatic Termination below, Insurers hereon agree to follow the Hull "All Risks" Policy in respect of Breach of Warranty Cover, Hold Harmless Agreements and Waivers of Subrogation.

5. CANCELLATION REVISION AND AUTOMATIC TERMINATION

Amendment of Terms or Cancellation

Insurers may give notice, effective on the expiry of 7 days from midnight G.M.T. on the day on which notice is issued, to review the rate of premium and/or the geographical limits. In the event of the review of the rate of premium and/or geographical limits not being accepted by the Insured then at the expiry of the said 7 days, this Extension shall become cancelled at that date.

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Automatic Review of Terms or Cancellation

Notwithstanding 1(a) above, this Extension is subject to automatic review by Insurers of the rate of premium and/or conditions and/or geographical limits effective on the expiry of 7 days from the time of any hostile detonation of any device including any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter where-so-ever or when-so-ever such detonation may occur and whether or not the insured RPA may be directly affected. In the event of the review of the rate of premium and/or conditions and/or geographical limits not being accepted by the Insured then at the expiry of the said 7 days, this cover shall become cancelled at that date.

Cancellation by Notice

This Extension may be cancelled by the Insured or Insurers giving notice not less than 7 days prior to the end of each period of 3 months from the effective date of this Extension.

Automatic Termination

Whether or not such notice of cancellation has been given this Extension shall TERMINATE AUTOMATICALLY upon the outbreak of war (whether there be a declaration of war or not) between any of the following States, namely, the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China.

PROVIDED THAT if the RPA is in the air when such outbreak of war occurs then this insurance, subject to its terms and conditions and provided not otherwise cancelled, terminated or suspended, will be continued in respect of such RPA until the said RPA has completed its first landing thereafter.

IN RESPECT OF THIS RPA HULL "WAR AND ALLIED PERILS" EXTENSION ENDORSEMENT

Approved Lienholder(s) for Breach of Warranty protection:

Geographical Limits:

Excluding Confiscation, etcetera by Government(s) of:

Extortion and Hi-Jack Expenses Limit:

90% of 10% of RPA agreed value any one loss and in all (WARRANTED REMAINING 10% UNINSURED)

Premium:

Immediate notice of changes in risk or of circumstances likely to give rise to a loss hereunder to be communicated to:

Sydney

Level 33

201 Kent Street

Sydney NSW 2000

GPO Box 4189

Sydney NSW 2001

phone 02 9253 7000

fax 02 9253 7001

Brisbane

Level 2

175 Eagle Street

Brisbane QLD 4000

GPO Box 65

Brisbane QLD 4001

phone 07 3223 7517

fax 07 3223 7545

Melbourne

Level 51

80 Collins Street

Melbourne VIC 3000

GPO Box 1230

Melbourne VIC 3001

phone 03 9211 3000

fax 03 9211 3500

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