Agile Syndicate 2427

DroneCare RPAS Insurance

Policy Wording – Australian Risks

Issued by Agile Underwriting Services Pty Ltd
ABN 48 607 908 243 — AFSL 483374

Ref: RPAS-AU-20260701
Prepared on: 01/07/2026

LLOYD'S Underwriters

withagile.com

RPAS Insurance Policy Wording

Prepared on 10th January 2026

Any general advice that may be contained within this Policy Wording or accompanying material doesn't take into account Your individual objectives, financial situation or needs. You need to decide if the limits, type and level of cover are appropriate for You.

This Policy document contains 2 separate parts: General Information and the Policy Terms and Conditions.

General Information

This part contains information You should consider before purchasing this insurance. You should read this part carefully.

Policy Terms and Conditions

This part contains the Policy Terms and Conditions, which outlines all terms, conditions and exclusions relating to this Policy. In conjunction with the Policy Schedule, these terms, conditions and exclusions form the contract between You and Us.

If you require additional information about this insurance, please contact us or your Broker.

About Agile Underwriting Services Pty Ltd

Agile Underwriting Services Pty Ltd (ABN 48 607 908 243, AFS Licence No. 483374) (AGILE). AGILE arranges policies for and on behalf of certain Underwriters at Lloyd's (the Insurers).

In all aspects of this Policy, AGILE acts as agent for the Insurers and not for the Insured. In this Policy, "We", "Us", "Our" means Agile Underwriting Services Pty Ltd.

Our contact details are:

Head Office:	Suite 1, Level 6, 171 Clarence St, SYDNEY, NSW, 2000
Postal Address:	Suite 1, Level 6, 171 Clarence St, SYDNEY, NSW, 2000
Telephone:	1300 705 031
E-mail:	service@withagile.com
Website:	www.withagile.com

About the Insurers

Your policy is insured with APRA Approved and regulated Insurers—certain Underwriters at Lloyd's.

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world—building resilience for businesses and local communities and strengthening economic growth around the world.

Part A — Policy Disclosure Statement

The Underwriters participating in this Insurance agree that:

i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and the Underwriters will submit to the jurisdiction of any competent Court within the Commonwealth of Australia;

ii. service of any originating process upon the Lloyd's Underwriters may be affected upon:

Lloyd's Underwriters' General Representative in Australia
Post: PO Box R1745, Royal Exchange NSW, 1225
Email: serviceofsuitaus@lloyds.com

who has authority to accept service on the Lloyd's Underwriters' behalf until the appointment of another agent for service which is notified to the Insured;

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iii. if a suit is instituted against "Certain Underwriters at Lloyd's subscribing this policy", it is binding on all Lloyd's underwriters participating in this insurance as if they had each been individually named as a defendant.

In the event of a Claim arising under this Insurance, notice should be given as soon as possible to:

Postal address: The Claims Officer
Agile Underwriting Services Pty Ltd
Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone: 1300 705 031
Email: claims@withagile.com

Part B — Policy Wording

Part A – General Information

1. Who Can I Contact if I Have Questions?

We've simplified our contact points so you can easily get in touch with us.

For Enquiries Relating To	Please Contact
General enquiries, including policy questions and coverage, and policy amendments. Any questions, just call or email.	1300 705 031 help@withagile.com
Cancelling your policy You can cancel your policy at any time.	1300 705 031 cancel@withagile.com
Making a claim online You can claim directly through our online portal.	www.withagile.com/claims/ guide-to-making-a-claim/ support.agileunderwriting.com
Making a claim Get in touch straight away and we can help.	1300 705 031 claims@withagile.com
Making a complaint If you're not happy...we want to know.	1300 705 031 complaints@withagile.com
Family/Domestic Violence For further information please visit www.withagile.com/claims-and-help/family-domestic-violence-policy/	1300 705 031 family@withagile.com In an emergency or you are not feeling safe, call 000
Support for customers experiencing vulnerability or financial hardship For further information please visit www.withagile.com/claims-and-help/supporting-customers-experiencing-vulnerability-policy/ www.withagile.com/claims-and-help/financial-hardship/	1300 705 031 hardship@withagile.com

2. About Agile Underwriting Services

This insurance is issued by **Agile Underwriting Services Pty Ltd** (ABN 48 607 908 243, AFS Licence No. 483374) (**AGILE**). AGILE arranges policies for and on behalf of certain Underwriters at Lloyd's (the Insurers).

In all aspects of this Policy, AGILE acts as agent for the Insurers and not for the Insured. In this PDS, "We", "Us", "Our" means Agile Underwriting Services Pty Ltd. Our contact details are:

Head Office:	Suite 1, Level 6, 171 Clarence St, SYDNEY, NSW, 2000
Postal Address:	Suite 1, Level 6, 171 Clarence St, SYDNEY, NSW, 2000
Telephone:	1300 705 031
E-mail:	service@withagile.com
Website:	www.withagile.com

3. About The Insurers

Your policy is insured with APRA Approved and regulated Insurers—certain **Underwriters at Lloyd's**.

Lloyd's is the world's specialist insurance and reinsurance market. With expertise earned over centuries, Lloyd's is the foundation of the insurance industry and the future of it. Led by expert underwriters and brokers who cover more than 200 territories, the Lloyd's market develops the essential, complex and critical insurance needed to underwrite human progress.

Backed by diverse global capital and excellent financial ratings, Lloyd's works with a global network to grow the insured world – building resilience for businesses and local communities and strengthening economic growth around the world.

4. About This Policy

We agree to provide You with insurance in accordance with the terms, Conditions of Cover and exclusions of the Policy based on the information You have provided or was provided on Your behalf to Us subject to payment of the Premium required. The Policy consists of this document, the Schedule and any endorsements affixed (or intended to be affixed) to it and the Application. All of them should be read as if they were one document. This Policy is subject to Australian law and practice.

Your certificate of insurance

Your certificate of insurance contains important details about your policy such as the period of insurance, your premium, what cover options and excesses will apply, and any changes to the policy wording.

What makes up your premium

Your premium is determined by a number of factors and of course, the higher the risk is, the higher the premium. Your premium also includes amounts that we are required to pay, such as government charges, taxes or levies (e.g. GST) that apply to your policy. You will find these amounts on your certificate of insurance.

5. Important Information About This Policy Wording

This document contains important information required under the *Corporations Act 2001* (Cth) (the Act) and has been prepared to assist You in understanding Your Policy and making an informed choice about Your insurance requirements. It is up to You to choose the cover You need.

It is important that You carefully read and understand this document before making a decision. Other documents may form part of Our Policy Wording and if they do, We will tell You in the relevant document.

In return for You paying Us a premium, as set out in Part B, We insure You for the Events described in the Policy Wording, subject to the terms, conditions and exclusions of Your Policy. Please keep this document, Your Policy Schedule and any other documents that We tell You form part of Your Policy in a safe place in case You need to refer to them in the future. Please check these documents to make sure all the information in them is correct. Please let Us know straight away if any alterations are needed or if You change Your address or payment details. For certain types of cover under the Policy, We will require You to provide receipts and other documentary evidence to Us before We pay a claim.

Check Your documents

It's important that you check all the details on the documents we send you. If you notice an error or if you have a question, please contact us at www.withagile/contact. If you find you need to change the cover for whatever reason, get in contact with us.

General Insurance Code of Practice

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice ("the Code"), which is a voluntary self-regulatory code. The Code aims to raise the standards of practice and service in the insurance industry.

Lloyd's has adopted the Code on terms agreed with the Insurance Council of Australia. For further information on the Code please visit www.codeofpractice.com.au. The Code Governance Committee (CGC) is an independent body that monitors and enforces insurers' compliance with the Code. For more information on the Code Governance Committee (CGC) go to www.insurancecode.org.au.

6. Your Duty of Disclosure

What You must tell Us

We will ask You various questions when You apply for cover. When You answer those questions, You must take reasonable care not to make a misrepresentation to Us. We will use the answers in deciding whether to insure You, and anyone else to be insured under the Policy, and on what terms. You have this same duty to disclose those matters to Us before You renew, extend, vary or reinstate Your Policy.

If You do not tell Us

If You do not answer Our questions in this way, We may reduce Our liability under contract in respect of a claim or refuse to pay a claim, or cancel the Policy. If You answer Our questions fraudulently, We may refuse to pay a claim and treat the Policy as never having commenced.

7. Who Can Purchase This Policy

Certain eligibility criteria apply. This Policy can only be purchased by customers domiciled in Australia and who use their RPAS for purely Business and/or Commercial activities. We do not offer insurance for personal or recreational use or where the RPAS is of an experimental or custom design of amateur built construction.

8. General Conditions

Commencement and Period of Your Policy

Your Policy begins on the Commencement Date or on the latest Renewal Date, whichever is the later, and continues for one (1) calendar year (being the Period of Insurance) after which time it expires, or until it is cancelled.

Renewal of Your Policy

This insurance may be renewed for further consecutive yearly periods upon payment of the premium. Payment of Your premium is deemed to be acceptance of an offer of renewal for a further yearly period. If You continue to pay Your premium, then unless Your Policy is cancelled or We advise You prior to the Renewal Date that We will be updating Your Policy or not be renewing, a Policy on the same terms and conditions automatically comes in to existence for one (1) year from the Renewal Date.

Expiry of Your Policy

Your Policy expires at the end of the Period of Insurance. We may decide not to renew Your Policy. If We decide not to renew Your Policy, We will send You an expiry notice at least fourteen (14) days before the expiry of Your Policy. If Your Policy is cancelled or otherwise terminated, the Period of Insurance will be from the Commencement Date or Renewal Date, whichever is the later, up to and including the date of cancellation or termination.

Full Premium Owed

In the event of a claim arising which exceeds the premium paid, the full twelve months' premium shall be paid less the amount of premium already paid hereunder in respect of the insured's RPAS.

The full twelve month's premium is determined based on the insured value and extent of cover at the time of the occurrence arising in a claim.

Australian Law

This Policy is subject to the laws of Australia. Any dispute relating to the Policy shall be submitted to the exclusive jurisdiction of a Court within the State or Territory of Australia in which the Policy was issued.

Australian Currency

All payments by You to Us and Us to You or someone else under Your Policy must be in Australian currency.

9. Cancellation of Your Policy

We will refund unused premium based on the following cancellation scale:

Period Policy In Force	Minimum Premium Payable
1 month on risk	80% return of annual premium
2 months on risk	70% return of annual premium
3 months on risk	60% return of annual premium
4 months on risk	50% return of annual premium
5 months on risk	40% return of annual premium
6 months on risk	30% return of annual premium
7 months on risk	25% return of annual premium
8 months on risk	20% return of annual premium
9 months on risk	15% return of annual premium
10+ months on risk	0% return of annual premium.

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.

Your Policy may be cancelled in one of two (2) ways:

When You can cancel

You can cancel Your Policy at any time by emailing Us at cancel@withagile.com or calling 1300 705 031.

If You:

a) pay Your premium by instalments and wish to cancel, We will cancel on the date to which You have paid Your premium in advance.
b) do not pay Your premium by instalments, the cancellation will take effect at 4pm Australian Eastern Standard Time on the day We receive Your notice of cancellation. We will refund the premium for Your Policy, less an amount which covers the period for which You were insured. However, we will not refund any premium if We have paid or are obliged to pay a benefit under Your Policy.

When We can cancel

We can cancel Your Policy by giving You written notice to the address on file and in accordance with the Insurance *Contracts Act 1984* (Cth), including where You have:

a) breached the Duty of Disclosure;
b) breached a provision of Your Policy (including one requiring payment of premium);
c) made a fraudulent claim under any Policy of insurance. If We cancel, We will refund the premium for Your Policy less an amount to cover the period for which You were insured.
d) Undertaken Deception, Fraud and Illegal Use, We may be entitled to avoid this Policy or withdraw from it in the event of intentional misrepresentation or deception. as Well as in the event that the Equipment is wholly or partly used in the course of, or to facilitate a criminal activity. If a fraudulent Claim is made, entitlements and benefits will be forfeited and information may be forwarded to the police and the prosecuting authorities.

Nothing shall override the cancellation provisions contained in the Nuclear Risks Exclusion Clause AVN38B or the Extended Coverage (Aviation Liabilities) AVN52E of this Policy if endorsed on Your Policy.

10. Claims

In the event of an Accident which may result in a claim under Your Policy You must take the following steps:

1. Take all reasonable measures to avert or minimise any loss or damage covered by the Policy. We will in addition to any loss recoverable under the Policy reimburse You for any costs properly and reasonably incurred in connection with the loss;

2. As soon as reasonably practicable advise Us of the Accident. We may decide to appoint a surveyor to inspect the damage to determine the cause, and who might be responsible for it. You should co-operate fully with the surveyor to avoid any delays in adjusting Your claim;
3. Co-operate fully with us in any investigation, negotiation, defence or settlement of any claim. This may include attending court to give evidence;
4. When your insured property is damaged, You must retain the damaged items for inspection by Our surveyor unless advised otherwise. In addition, You cannot authorise or arrange the repair or replacement of the property without Our agreement;
5. In the event of theft, inform the police as soon as possible and take all reasonable measures to recover lost or stolen property;
6. Not admit liability to any loss, damage or injury, or settle or attempt to settle any defend any claim without our written consent;
7. Immediately send us any legal document or other communication you receive about the Accident;
8. When other parties may be liable to You for the loss or damage You must not agree to release those parties from liability;
9. Comply with all Policy terms and Conditions of Cover.

Documentation

To facilitate the settlement of Your claim, please provide Us with the following:

- ☑ a written claim report detailing the nature and extent of the loss or damage
- ☑ copies of all correspondence exchanged with any third party
- ☑ repair quotations
- ☑ details of any other insurance that may exist on the insured property.

General Claims Conditions

Recovery rights

We have the right to take action or institute legal proceedings, in Your name, for the recovery of payments made and expenses incurred in relation to any claim covered by this Policy, against any third party liable to You in respect of that claim. You must provide Us with full information and all reasonable assistance in the recovery of those payments or expenses. We will have full discretion in the conduct of any legal proceedings in connection with the claim.

How much We will pay

Subject to the terms, Conditions of Cover, exclusions, any Warranty(ies) contained in the Schedule and the Sum Insured of this Policy, we will pay claims up to the amounts shown in the Schedule. Regardless of the value that you nominate for each RPAS – the maximum claim payment in the event of an accident will be the actual repair or replacement cost.

Processing and payment of claims

We will settle your claim in accordance with the benefit sections of Your Policy. We will take all reasonable steps to pay a valid claim promptly. If We pay for or replace Your Equipment or Accessories, the originals become Our property unless We agree with You otherwise.

11. Australian Dispute Resolution

Complaints

If you have any concerns or wish to make a complaint in relation to this policy, our services or your insurance claim, please let us know and we will attempt to resolve your concerns in accordance with our Internal Dispute Resolution procedure. Please contact:

Postal address:	The Complaints Officer Agile Underwriting Services Pty Ltd Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Email:	complaints@withagile.com

We will acknowledge we have received your complaint and aim to resolve the complaint to your satisfaction.

A complaint decision will be provided to you within 30 calendar days. If we are unable to meet this timeframe we will inform you of the reason for the delay.

If your complaint is not resolved to your satisfaction, or you do not receive a complaint decision within 30 calendar days of the date on which you first made the complaint, you can refer your complaint to the Australian Financial Complaints Authority (AFCA).

You can contact AFCA as follows:

Telephone:	1800 931 678
Email:	info@afca.org.au
Post:	GPO Box 3, MELBOURNE, VIC, 3001
Website:	www.afca.org.au

AFCA services are provided to you free of charge. Your complaint must be referred to AFCA within 2 years of the complaint decision, unless AFCA considers special circumstances apply. If your complaint is not eligible for consideration by AFCA, you may have access to other external dispute resolution options.

12. Service of Suit Clause

The Underwriters participating in this Insurance agree that:

i. if a dispute arises under this Insurance, this Insurance will be subject to Australian law and the Underwriters will submit to the jurisdiction of any competent Court within the Commonwealth of Australia;

ii. service of any originating process upon the Lloyd's Underwriters may be affected upon:

Lloyd's Underwriters' General Representative in Australia
Post: PO Box R1745, Royal Exchange NSW, 1225
Email: serviceofsuitaus@lloyds.com

who has authority to accept service on the Lloyd's Underwriters' behalf until the appointment of another agent for service which is notified to the Insured;

iii. if a suit is instituted against "Certain Underwriters at Lloyd's subscribing this policy", it is binding on all Lloyd's underwriters participating in this insurance as if they had each been individually named as a defendant.

In the event of a Claim arising under this Insurance, notice should be given as soon as possible to:

Postal address:	The Claims Officer
	Agile Underwriting Services Pty Ltd
	Suite 1, Level 6, 171 Clarence Street, SYDNEY, NSW, 2000
Telephone:	1300 705 031
Email:	claims@withagile.com

13. Updating Our Policy Wording

We may update the information contained in Our Policy Wording when necessary. A paper copy of any updated information is available to You at no cost by calling Us on 1300 705 031.

We will issue You with a new Policy Wording or a supplementary Policy Wording where the update is to rectify a misleading or deceptive statement or when an omission is materially adverse from the point of view of a reasonable person deciding whether to buy this product.

14. Privacy Statement

At AGILE, we are committed to protecting Your privacy in accordance with the *Privacy Act 1988* (Cth). We use Your personal information to assess the risk of and provide insurance and other insurance services to service Your account. We may use Your contact details to send You information and offers about products and services that We believe will be of interest to You. If You don't provide Us with full information, We may not be able to provide insurance or assess a claim to service Your account. If You provide Us with information about someone else You must obtain their consent to do so. We provide

Your information to the Insurers We represent when We issue and administer Your insurance. We are part of the Agent Zero Group and may provide Your information to the entity that provides Us with business support services.

We may also provide Your information to Your broker and contracted third party service providers (e.g. Loss adjuster companies), but will take all reasonable steps to ensure that they comply with the Privacy Act. Our Privacy Policy contains information about how You can access the information We hold about You, ask Us to correct it, or make a privacy related complaint. You can obtain a copy from Our Privacy Officer by telephone 1300 705 031 email (privacy@withagile.com) or by visiting Our Website (www.withagile.com). By providing Us with Your personal information, You consent to its collection and use as outlined above and in Our Privacy Policy.

15. Words with Special Meanings

Throughout this document, certain words begin with capital letters. These words have special meaning and are included in the Definitions, in Section 16 of this Policy Wording. Please refer to the Definitions for their meaning. Any reference to an Act, legislation or legislative instrument in this document also refers to that Act, legislation or legislative instrument as amended and may be in force from time to time.

16. Definitions

Please use this Definitions section to find the meaning of these words throughout this document.

Accident means any one accident or series of accidents arising out of one event.

Activities Covered means Business, and/or Commercial activities as specified in the Schedule, and Continuation flying.

> **Business** means Your use of the RPAS in the usual course of Your work and/or work duties.
>
> **Commercial** means Your use of the RPAS for the benefit of third parties, in exchange for remuneration, as identified in the information supplied to Us when applying for this insurance.
>
> **Continuation Flying** means Your use of the RPAS outside the course of your business, for the purpose of maintaining your skill and proficiency of operation on the RPAS as stated on the Schedule or whilst participating in or on a RPAS training course/school/academy.

Airborne Equipment means the standard RPAS including all equipment and components required to sustain the RPAS in an airborne condition but excluding ground control equipment.

Annual Aggregate means the total amount We will pay as claims under this Policy in the period of insurance. If the period of insurance exceeds one year, the annual aggregate will be increased

proportionately in the ratio that the period in excess of the period of insurance bears to the period of insurance. The same method will be conversely applied for any period of insurance of less than a year.
Australia means continental Australia and extending 100 km into territorial waters, external territories (excluding Australian Antarctic Territory, Macquarie Island, Heard Island and McDonald Island) and passage between continental Australia and the external territories (other than the excluded territories).

Bodily Injury means bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unless accompanied by and directly caused by, physical injury.

Compensatory Damages does not include punitive, exemplary or aggravated damages.

Computer Virus means programming code or series of instructions designed to achieve an unexpected, unauthorised, undesirable effect or operation when loaded onto a System or Ground Control Station, transmitted via networks, extranets, internets or electronic mail or attachments thereto.

Deductible means the amount that is to be paid by You and is deducted from each claim. If a claim is less than the amount of the deductible then you will bear all of the claim.

Detachable Payloads means equipment as shown on the Schedule carried by the RPAS that is removable and/or interchangeable from the RPAS.

Endorsement means any special terms and conditions added to this Policy.

Flight occurs from the time the RPAS is switched on, attempts to take off, whilst in the air, and until the RPAS completes its landing and is powered down.

GST, and Input Tax Credit have the meaning given in *A New Tax System (Goods and Services Tax) Act 1999*.

Insured means the Insured named in the Schedule and includes any directors, employees, or partners of the Insured whilst acting in the scope of their duties.

Insured Value(s) means the market value of the RPAS (and Detachable payload where applicable) as determined by Us at the date of the loss or damage giving rise to a claim, taking into account all material aspects including age, wear and tear, and service history.
Insured values shown in the Schedule represent the estimated market values supplied by you to Us at the start date of this Policy. We will never pay more than these amounts.

New Zealand means New Zealand and extending 100kms into territorial waters.

Non-Airborne Equipment includes any ancillary equipment to be insured that will not be attached to the RPAS(s) such as ground control equipment, storage cases and the like and other equipment exclusively associated with the Activities Covered but excluding trailers or vehicles used for transporting RPAS and associated equipment.

Occurrence means an Accident or a continued or repeated exposure to conditions occurring during the **period of insurance** which is neither expected nor intended from your standpoint. All liability arising out of such exposure to substantially the same general conditions shall be deemed to arise out of one occurrence.

Period of Insurance means the length of time for which this Policy is in force, from the start date until the expiry date and time, as shown in the Schedule and for which you have agreed to pay a premium.

Policy includes the Schedule, together with any Endorsements shown in the Schedule as included, all of which attach to and form part of this Policy.

Property Damage means physical loss of or damage to or destruction of tangible property only.

Regulatory Authority means aviation administration organisations, the Civil Aviation Safety Authority or any successor or equivalent body or any successor or equivalent body.

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

RPAS means any RPAS owned or utilised under the care, custody, possession or control of the insured and shown on the Schedule which is operated remotely without any on-board pilot, for which you are legally responsible, including Tethered Aerostats but excluding kites.

RPAS Operator means the person who at all times directly manipulates the Flight controls of the RPAS and exercises direct authority over the initiation, continuation, diversion or termination of the RPAS Flight, excluding employed observers of the Insured.

RPAS Spares means engines, rotors, spare parts and components destined to be fitted to or form part of an RPAS and being the property of the Insured but excluding any external load or mission specific equipment attached from time to time.

Schedule means the part of this Policy setting out information provided to the insurer that shows the insurance coverage and includes the Schedule of RPAS.

Schedule of RPAS means the RPAS covered by this Policy and itemised in the Schedule.

Sub-limit(s) means a financial limitation in this Policy on the amount of coverage available to cover a specific type of loss. A sub-limit is part of, rather than in addition to, the limit that would otherwise apply to that loss.

System means computers, other computing and electronic equipment linked to a computer, hardware, or electronic data processing equipment owned or leased by the Insured, not inclusive of the Ground Control Station.

Tethered Aerostats means a balloon, deriving its lift from the buoyancy of surrounding air, and connected to the ground at all times by a cable.

Total Loss means physical damage to the RPAS where in Our reasonable opinion:

(a) the RPAS is damaged to such an extent that it cannot economically be repaired;

(b) the cost of repairing the RPAS is estimated to exceed the Insured Value; or

(c) the RPAS cannot be located 14 days after:

  (i) the commencement of Flight and arising from the Activities Covered; or

  (ii) the date on which the theft was reported to Us.

Transit means the carrying of the RPAS and/or Detachable Payloads and/or RPAS spares and/or Non-airborne equipment from one location to another whilst in the care, custody and/or control of the Insured and packed in accordance with the relevant manufacturers' guidelines or in a securely locked and padded RPAS Flight case.

Unit means a part or an assembly of parts (including any sub-assemblies) of your RPAS which has been assigned an Overhaul Life as a part or an assembly.

Vicariously Liable means the liability of one person for the acts or omissions of another.

In this Policy, wherever the terms Insurers, We, Us or Our are used, these shall refer to Agile Underwriting Services Pty Ltd AFS Licence 483374, ABN 48 607 908 243 on behalf of the Insurers and wherever the terms Insured, You or Your are used, these shall refer to the person, persons or organisations named in the Schedule.

General Interpretation

a) The singular includes the plural and vice versa, and the masculine includes the feminine and neutral;
b) "Including" and "include(s)" mean without limitation;
c) Any obligation or payment owed by Us shall in every case be subject to the Limits of Liability specified in the Schedule;
d) Any reference to legislation includes any similar or related law, ordinance or regulation, any amendments, and any rules or regulations or executive orders promulgated thereunder, or by Federal, state, local or other agencies or similar bodies thereof
e) The descriptions in the headings and subheadings of this Policy are solely for convenience and form no part of the terms and conditions of coverage; and
f) All or part of any provision of this Policy which is or becomes void or illegal, invalid or unenforceable by a court or other competent body under the law of any applicable jurisdiction shall be deleted. The parties shall use their best efforts to agree a replacement for the provision deleted which achieves as far as possible the same effect as would have been achieved by the deleted provision had it remained enforceable.

SEVERAL LIABILITY CLAUSE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW 1001 (Insurance) 08/94

Part B – Policy Wording

Agreement to Insure

We agree, in consideration of the payment of premium to Us and upon the basis of Your declarations incorporated herein to indemnify You against loss, damage, liability or expense arising out of an Accident occurring during the Policy Period, subject to the Policy terms, conditions, limitations, exclusions and Endorsements.

Section 1: Loss of or Damage to Your RPAS/ Detachable Payloads/RPAS Spares & Non-Airborne Equipment

1.1. Coverage

1. We will at our option pay for, replace or pay for the repair of accidental loss of or damage to, including theft:
   a) the RPAS described in the Schedule, occurring during the Period of Insurance and arising from the Activities Covered, whilst in Flight, on the Ground or in Transit by any convenience Up to the Insured Value, less any applicable Deductible.
   b) the RPAS Spares or Non-Airborne Equipment described in the Schedule, occurring during the Period of Insurance being Your property or the property of others for which You are responsible, whilst such property is in Your care, possession, custody or control on the Ground, or whilst in Transit by any conveyance up to the limit shown on the Schedule, less an applicable Deductible.

Malicious Acts

2. Notwithstanding the contents of the War, Hijacking and Other Perils Exclusion Clause forming part of this policy (Section 5.14), it is hereby understood and agreed that this Policy is extended to cover claims caused by a malicious act or act of sabotage. PROVIDED ALWAYS THAT the above extension shall only apply to the extent that the loss or damage is not otherwise excluded by (a), (b), (d), (f) or (g) of the War, Hijacking and Other Perils Exclusion Clause (Section 5.14).

Alternative Hire Costs

3. Where the RPAS sustains physical damage constituting a valid claim under Section 1 of this Policy, We will pay reasonable costs and expenses that You incur in hiring an alternative RPAS which is a similar model to the RPAS that has sustained physical damage, in order for You to be able to satisfy any previously agreed contracts in connection with the Activities Covered.

4. We will only pay for hire costs for the period commencing at the date that the physical damage to the RPAS occurred and continuing until the RPAS is repaired or replaced.
5. Coverage under this section is limited to a maximum indemnity of 20% of the Insured Value of the RPAS that is the subject of the claim up to a maximum of $5,000.

1.2 Exclusions applicable to this Section only

6. We will not pay for:
   a) wear and tear, deterioration, breakdown, defect or failure however caused, whether by maintenance or modification, in any Unit of your RPAS and the consequences thereof within such a 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;
   c) loss or damage caused by:
      i. rot, fungus, mould, vermin, infestation, rust, oxidation, warping or shrinkage;
      ii. dryness or humidity, or exposure to light or extreme temperatures, unless this results from high
      iii. winds of destructive nature, rainstorm, hailstorm or snowstorm or fire;
      iv. seepage, pollution or contamination of any type.
   d) consequential loss or economic loss, whether direct or indirect and including loss of value of the RPAS or RPAS Spares or Non-Airborne Equipment;.
   e) loss or damage occurring whilst the RPAS is being used for any illegal activity or whilst at air shows or participating in air racing events / meets or for any activity other than the Activities Covered.
   f) loss or damage occurring whilst the RPAS, when in Transit or not in use, is not packed in accordance with manufacturer guidelines or in a securely locked and padded RPAS Flight case.
   g) claims arising from your failure to take all reasonable care / measures to protect the RPAS at all times and to maintain / operate it in good and proper condition in accordance with the manufacturer's guidelines.
   h) loss or damage caused by maintenance, repair, renovation, restoration, modification or any similar process except where the RPAS or RPAS Spares or Non-Airborne Equipment is being cleaned, repaired, inspected, worked on or maintained by a third party for whose acts or omissions you are Vicariously liable or otherwise liable.
   i) scratching / fogging / misting of lenses and / or mechanical or electrical derangement of Detachable payload / Non-Detachable payload unless the RPAS suffers damage at the same time.
   j) loss of or damage to documentation.
   k) Loss of or damage to an engine occurring during the running or testing of such engine.
   l) Loss or damage which is due and confined to mechanical or electrical derangement.

Accidental loss of or damage to your RPAS, consequent upon 1.2(a) and (b) above is covered.

1.3 Conditions applicable to this Section only

7. If your RPAS or RPAS Spares or Non-Airborne Equipment are damaged:
   a) you must not commence any dismantling or repairs without our consent, except as necessary in the interests of safety, to prevent further damage, or to comply with orders issued by the appropriate authority;
   b) we will only pay for repairs, acquisition of materials and transport of labour and materials by the most economical method unless we agree otherwise with the Insured.

8. If we exercise our option to pay for your RPAS or RPAS Spares or Non-Airborne Equipment:
   a) we will pay you the actual replacement cost up to the Insured Value of the RPAS or RPAS Spares or Non-Airborne Equipment as stated in the Policy Schedule less any applicable Deductible;
   b) we may take your RPAS or RPAS Spares or Non-Airborne Equipment (together with all documents of record, registration and title) as salvage;
   c) the cover afforded by this Section is terminated in respect of your RPAS or RPAS Spares or Non-Airborne Equipment even if you retain it for valuable consideration or otherwise.

9. If we exercise our option to replace your RPAS or RPAS Spares or Non-Airborne Equipment, the replacement item shall be of the same make and type and in at least equal to or better condition than your RPAS or RPAS Spares or Non-Airborne Equipment immediately before the Accident giving rise to the claim under this policy, unless otherwise agreed with you.

10. Except where we exercise our option to pay for your RPAS or RPAS Spares or Non-Airborne Equipment, we will deduct from the claim:
    a) the amount specified in the Schedule as the Deductible, and
    b) an amount for wear and tear of any Unit. In the event of a claim involving the application of more than one Deductible, only one Deductible will apply, being the highest Deductible applicable to the Accident. This Deductible will be applied as an aggregate Deductible for all claims arising out of that Accident.

11. Unless we take your RPAS or RPAS Spares or Non-Airborne Equipment as salvage, it will at all times remain your property and you will not have any right of abandonment to us.

12. No claim will be payable if any other Insurance is payable in respect of the loss or damage covered or shall be effected by you or on your behalf without our knowledge or consent. See also Section 5: General exclusions applicable to all Sections of Your Policy.

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

14. You shall keep a proper record of all items of RPAS spares from time to time Insured under this section and of the value of each item.

Section 2: Your Legal Liability to Others – Airborne Operations

2.1 Coverage

1. We will indemnify you for all sums which you shall become legally liable to pay, and shall pay, as Compensatory Damages (including costs and interest awarded against you) up to but not exceeding the amount specified in the Schedule in respect of accidental Bodily Injury and accidental loss of or damage to the property of others caused by the RPAS or objects falling from the RPAS.

2. Our liability under this Section will not exceed the amounts less any Deductible stated in the Schedule. We will defray in addition any legal costs and expenses incurred with our written consent in defending any action which may be brought against you in respect of any claim for Compensatory Damages covered by these Sections, but should the amount paid or awarded in settlement of such claims exceed the limit of indemnity, then our liability in respect of such legal costs and expenses shall be limited to such proportion of the legal costs and expenses as the limit of indemnity bears to the amount paid for Compensatory Damages.

2.2 Exclusions applicable to this Section only

3. We will not pay for:

   a) Property Damage to any property belonging to you or in your care, custody or control.

   b) Bodily Injury of your directors, employees or partners in your business whilst acting in the course of their employment or duties for you; or for any liability under or by any reason of any workers compensation, unemployment compensation or disability benefits law other than a subrogation claim by an Insurer or an authority for recovery of an amount paid pursuant to such legislation or where the director, employee or partner is not covered by legislation;

   c) member of the operational crew whilst engaged in the operation of your RPAS.

2.3 Chemical Liability

4. This Policy does not cover claims for Bodily Injury and/ or Property Damage directly or indirectly occasioned by any chemicals, compounds, seeds, insecticides, herbicides, baits, defoliants, desiccants and/ or germicides or by the application, spraying, spreading, dropping, drifting or use of such matter.

Section 3: Your Legal Liability to Others – Ground Operations

1. Where cover has been purchased and shown as insured on the Schedule, it is hereby noted and agreed that the Company will pay on behalf of the Insured all sums which the Insured shall become legally liable to pay or by final judgment be adjudged to pay, as Compensatory Damages:
   a) for Bodily Injury including death at any time resulting therefrom, or
   b) for loss of or damage to property of others arising out of an Accident occurring during the Period of Insurance specified in the Schedule.

   Arising in or about the premises used by You in connection with Your operations as part of the Activities Covered and elsewhere at any location in the course of any work or the performance of Your duties in connection with the Activities Covered.

2. Coverage under this section shall not apply to:
   a) Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by, the Insured or any servant of the Insured, but this exclusion shall be deemed to not to apply to vehicles that are not the property of the Insured whilst on the premises of the Insured.
   b) Bodily Injury or Property Damage caused by:
      i. any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway;
      ii. any ship, vessel, craft or RPAS owned, chartered, used or operated by or on account of the Insured.
   c) Bodily Injury or Property Damage arising out of any Air Meet, Air Race or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by the Company.
   d) Bodily Injury or Property Damage arising out of construction of, demolition of or alterations to Buildings, Runways or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by the Company.
   e) Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees after such goods or products have ceased to be under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the premises of the Insured.
   f) Loss of or damage to stock and/or merchandise of any description.
   g) Liability for Bodily Injury or damage to property imposed by Part VA of the *Trade Practices Act 1974*.

h) 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 workman's compensation, unemployment compensation or disability benefits law or any similar law.

i) liability arising out of the operation of an airfield control tower.

j) liability to pay punitive exemplary or aggravated damages.

k) liability arising out of the possession, handling, storage, sale, dealing in or distribution (by RPAS or otherwise) of agricultural fertilizers, chemicals, herbicides and/or insecticides.

l) liability arising out of the provision of advice, the failure to advise or any breach of any professional duty owed by the Insured or by the Insured's employees, agents or contractors.

Section 4: Additional coverages applicable to your Policy

4.1 Unauthorised use

1. We will indemnify you when your RPAS was used in a place or in a manner by a person not permitted by this Policy provided such use was not authorised by you and you had taken reasonable precautions to prevent such unauthorised use. Any permission given by your employees or agents outside the normal scope of their authority shall not be deemed to be your authorisation.

4.2 RPAS Operator Indemnity Clause

2. 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 RPAS Operator authorised by the Insured under the terms of the Policy in respect of injury or damage arising out of the operation of the RPAS 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 at the time of any Accident giving rise to a claim under this Clause the said RPAS 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. In the event of an award being made both against the Insured (or his/her estate) and the pilot (or his/ her estate), the named Insured shall to the extent of his/ her liability be entitled to priority in respect of any indemnity payable by us.

Section 5: General exclusions applicable to all Sections of Your Policy

This Policy does not apply:

Illegal uses

1. Whilst your RPAS is being used for any illegal purpose or for any purposes other than those stated in the Schedule.

Geographical limits

2. Whilst your RPAS is outside the geographical limits stated in the Schedule, unless due to force majeure.

RPAS Operators

3. Whilst your RPAS is being operated by any person who has less than 10 hours RPAS Flight time experience and has not successfully completed a RPAS training course/school/academy, and/or are not in the process of commencing their RPAS training course/school/academy, whilst under instruction by the official course trainers.

Landing and take-off areas

4. Whilst your RPAS is landing, taking off, or attempting to do so from a place which does not comply with the relevant Regulatory Requirements or the recommendations laid down by the manufacturer of your RPAS, except as a result of force majeure.

Contractual Liability

5. To liability assumed or rights waived by you under any agreement, except to the extent that such liability would have attached to you in the absence of such agreement.

Other insurance

6. To claims which are or would have been covered or 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 insurance not been effected.

Consequential Loss

7. Any indirect or consequential loss or expense incurred relating to any occurrence, incident or circumstances resulting in a claim under this policy and which includes but is not limited to any loss of use, income or contract or interruption to your business or any third party business or personal property affected by such occurrence, incident or circumstances.

Number of RPAS

8. Any claims where the number of RPAS in the air at any one time exceeds the maximum number shown in the schedule.

Cyber

9. Any claims caused by a cyber incident.

Cargo

10. Any claims relating to cargo, unless separately endorsed hereon

Asbestos Exclusion Clause (2488AGM00003)

11. This Policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:
    a) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
    b) any obligation, request, demand, order, or statutory or Regulatory Requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

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 RPAS operation. Notwithstanding any 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 (a) or (b) hereof.

Nuclear Risks Exclusion Clause (AVN38B)

12.

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 nature;

    directly 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 paragraph (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 organisation 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 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 aircraft 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:

Emitter	Maximum permissible level of non-fixed radioactive surface contamination
(IAEA Health and Safety Regulations)	(Averaged over 300cm^2)
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)

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

Noise and Pollution and Other Perils Exclusion Clause (AVN46B)

13.

a) This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:

   i. noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,

   ii. pollution and contamination of any kind whatsoever,

   iii. electrical and electromagnetic interference,

   iv. interference with the use of property; unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

b) 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:

   i. claims excluded by Paragraph (a), or

   ii. a claim or claims covered by the Policy when combined with any claims excluded by Paragraph (a) (referred to below as "Combined Claims").

c) In respect of any Combined Claims, Insurers 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.

d) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.

War, Hi-jacking and Other Perils Risks Exclusion Clause (AVN48B)

14. This Policy does not cover claims caused by:

a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;

b) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

c) Strikes, riots, civil commotions or labour disturbances;

d) any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting 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 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).

Date Recognition Exclusion Clause (AVN2000A)

15. 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.

Section 6: Conditions applicable to all Sections of Your Policy

6.1 Conditions precedent

1. If your RPAS or RPAS Spares or Non-Airborne Equipment are damaged you must not commence any dismantling or repairs without our consent, except as necessary in the interests of safety, to prevent further damage, or to comply with orders issued by the appropriate authority.

2. It is a condition precedent to liability under this policy that throughout the policy period the statements that you provided to underwriters as part of the online application process remain true. If you become aware of any changes in the circumstances or nature of the risks which are the basis of this you must notify underwriters in writing as soon as practicable and underwriters reserve the right to amend the terms, conditions or premium of the policy.

3. You must observe and fulfil the following Conditions before we have any liability to pay under this Policy:
   a) you must use due diligence and do everything reasonably practicable to avoid accidents and diminish any loss;
   b) you must comply with all Regulatory Requirements issued by any Regulatory Authority or other competent authority affecting the safe operation of your RPAS and ensure that;
      i. your RPAS is airworthy at the commencement of each Flight;
      ii. all log books and other records in connection with your RPAS which are required by any Regulatory Requirements in force from time to time shall be kept up to date and shall be produced to us or our agents on request;
      iii. your employees and agents must comply with such Regulatory Requirements;
   c) you must give immediate notice of any event likely to give rise to a claim under this Policy and;
      i. give full details in writing of the event and immediately forward notice of any claim with any letters or documents relating to it;
      ii. give notice of any impending prosecution;
      iii. give further information and assistance as we may require; iv. not act in any way to the detriment or prejudice of our interests; You must not make any admission of liability, payment, offer, or promise of payment without our written consent;
   d) During the period of insurance, the RPAS Operator is required to hold every permission, licence and certificate legally required to perform the Activities Covered in each country in which they operate (where applicable). Where specific permissions / licences / certification is / are not required for the Activities Covered in a particular country the RPAS Operator is to comply with the regulations / requirements for RPAS operations in that country.

e) Any person undergoing initial Flight assessment and training / or examination is to be supervised by a training course instructor / examiner at all times.

f) Any RPAS Operator undergoing a Flight assessment and / or examination which forms part of their Continuation Flying is to be supervised by a training course examiner / instructor at all times.

g) Each RPAS will not exceed fifty (50) kg, unless specifically agreed otherwise.

h) Any RPAS with inbuilt 'Return to Home' function will have it set to 'on' at all times except where the RPAS is over water when it is set to return to a suitable fixed location on land or vessel, unless specifically agreed otherwise.

6.2 General conditions

Claims control

1. We will be entitled to take absolute control of all negotiations and proceedings and in your name to settle, defend or pursue any claim. You authorise us to execute any document in your name and as your duly appointed representative in the settlement, defence or pursuit of any claim.

Subrogation

2. Upon an indemnity being given or a payment made under this Policy, we will be subrogated to your rights and you will do everything necessary to assist us to exercise such rights.

3. You shall in any proceedings brought by you do all things necessary to recover and hold on trust for us any amount which we would have been entitled to recover in a subrogated action.

Cancellation

4. You may cancel Your Policy at any time by contacting Us. We have the right to cancel Your Policy where permitted by law. For example, We can cancel:

   a) If You failed to comply with Your Duty of Disclosure;

   b) Where You have made a misrepresentation to Us during negotiations prior to the issue of Your Policy;

   c) Where You have failed to comply with a provision of Your Policy, including the term relating to payment of premium; or

   d) Where You have made a fraudulent claim under Your Policy or under some other contract of insurance that provides cover during the same period of time that Our Policy covers You.

If We cancel the Policy, We will give thirty (30) days' notice in writing of such cancellation and will return a pro rata portion of the premium in respect of the unexpired period of the Policy. If You cancel the Policy, a return premium shall be based on the cancellation scale as follows:

Aviation Cancellation Return Premium Scale	
1 month on risk	80% return of annual premium
2 months on risk	70% return of annual premium
3 months on risk	60% return of annual premium
4 months on risk	50% return of annual premium
5 months on risk	40% return of annual premium
6 months on risk	30% return of annual premium
7 months on risk	25% return of annual premium
8 months on risk	20% return of annual premium
9 months on risk	15% return of annual premium
10+ months on risk	0% return of annual premium.

Notwithstanding any other cancellation provision contained within the Policy, in the event of the Policy premium not being paid by its due date, We will have the right to cancel the cover given under this Policy by giving ten (10) days' notice of cancellation, the notice being deemed to commence from the date the notice is given.

5. Nothing in General Conditions 6 and 7 shall override the cancellation provisions contained in the Nuclear Risks Exclusion Clause AVN38B or the Extended Coverage (Aviation Liabilities) AVN52E of this Policy if endorsed hereon.

Assignment

6. This Policy will not be assigned in whole or in part except with our consent verified by Endorsement hereon.

Marine insurance

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

Applicable law and jurisdiction

8. THIS POLICY DOES NOT COVER liability arising out of, created or determined by the laws, statutes or tribunals of the United States of America or Canada or any judgment obtained in the United States of America or Canada.

9. This Policy will be construed in accordance with Australian Law whose courts shall have exclusive jurisdiction in any dispute or difference between you and us.

More than one RPAS

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

Fraudulent claims

11. 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.

Goods and Services Tax (GST)

12.
   a) If we exercise our option to repair or pay for the repair of your RPAS we will pay the amount of any Goods and Services Tax (GST) included in the cost of the repairs less any Input Tax Credit to which you are entitled in respect of the GST payable on the cost of repairs.
   b) Any such payment of GST will not cause the amount payable by us to exceed the limit of liability specified in the Schedule.
   c) You will inform us of your Australian Business Number and any entitlement to an Input Tax Credit for GST on the policy premium. In the event of any misstatement by you, we will not be liable to pay any GST.

Cross liability

13. The inclusion of additional Insureds under this Policy shall not preclude the right of recovery hereon by the Insured named in the Schedule in respect of claims made against them by such additional Insureds or the employees of such additional Insureds.

    Where the coverage provided by this Policy is also provided by other policy or policies, then this Policy shall only pay that amount which is in excess of the amount(s) which would have been payable under such other policy(ies) had this insurance not been effected.

Limits of Indemnity

14. Notwithstanding the inclusion of more than one Insured, our total liability in respect of any or all Insureds shall not exceed the Limit(s) of Liability in the Schedule.

Maximum Flight Time

15. No single RPAS may exceed 250 hours' flying time during any one 12-month period (unless specifically agreed otherwise), or if warranting a set number of RPAS in the air at any one time (see General Exclusion 8), the total flying time of all RPAS shall not exceed the sum of 500 hours multiplied by the number of units warranted to be flown at any one time. If the period of insurance is greater than 12 months proportionately, this total figure will be increased by the ratio that the period in excess of the period of insurance bears to the period of insurance.

Sanctions and Embargo Clause (AVN111)

16. Notwithstanding anything to the contrary in the Policy the following shall apply:
    - If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this Policy or becomes applicable at any time thereafter, providing coverage to the Insured is or

would be unlawful because it breaches an embargo or sanction, that Insurers shall provide no coverage and have no liability whatsoever nor provide any defence to the Insured or make any payment of defence costs or provide any form of security on behalf of the Insured, to the extent that it would be in breach of such law.

- In circumstances where it is lawful for an Insurer to provide coverage under the Policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then the Insurers will take all reasonable measures to obtain the necessary authorisation to make such payment.

- In the event of any law or regulation becoming applicable during the Policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the Insured and the Insurers shall have the right to cancel its participation on this Policy in accordance with the laws and regulations applicable to the Policy provided that in respect of cancellation by the Insurers a minimum of 30-days notice in writing be given. In the event of cancellation by either the Insured or the Insurers, the Insurers shall retain the pro rata proportion of the premium for the period that the Policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurers, and in the absence of a more specific provision in the Policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurers shall be effective even though the Insurers makes no payment or tender of return premium.

Software Affirmation Clause (LMA5450)

17. Subject to the Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in the Policy.
18. No additional limit(s) of coverage shall be conferred by paragraph 1 of this clause.
19. For the purposes of this clause, Software shall mean programs, source codes, scripts, applications, and other operating information used to instruct computers to perform one or more task(s).