



# REMOTELY PILOTED AIRCRAFT SYSTEM

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# REMOTELY PILOTED AIRCRAFT SYSTEM (RPAS) LIABILITY

## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service. The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

## For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for your financial services provider are set out in the financial services guide or other documentation they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- Your financial services provider.

## About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX:QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the top 25 insurers and reinsurers in the world.

## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### Duty of disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

## **If you do not tell us something**

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

## **The General Insurance Code of Practice**

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## **Privacy**

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the full list of ways we could use it. To get a free copy of it please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## **Resolving complaints & disputes**

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

## **Something not right?**

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

### **Step 1 – Talk to us**

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

### **Step 2 – Escalate your complaint**

If we haven't responded to your complaint within 15 days, or if you're not happy with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist.

The Dispute Resolution Specialist will provide QBE's final decision within 15 business days of your complaint being escalated, unless they've requested and you've agreed to give us more time.

### **Step 3 – Still not resolved?**

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Financial Ombudsman Service Australia (FOS Australia). FOS Australia is an ASIC approved external dispute resolution body.

FOS Australia resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by FOS Australia's decisions - but you're not. You can contact FOS Australia directly and they'll advise you if your dispute falls within their Terms of Reference.

### **Disputes not covered by the FOS Australia Terms of Reference**

If your dispute doesn't fall within the FOS Australia Terms of Reference, and you're not satisfied with our decision then you may wish to seek independent legal advice.

### **Privacy complaints**

If you're not satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## CONTACTING QBE'S CCU, FOS OR THE OAIC

HOW TO CONTACT QBE CUSTOMER CARE	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	To make a complaint. <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>  To contact us about privacy or your personal information <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>  To give feedback or pay a compliment. <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>
Post	Customer Care  GPO Box 219  PARRAMATTA NSW 2124
HOW TO CONTACT FOS AUSTRALIA	
Phone	1800 367 287 (Monday to Friday from 9am to 5pm, Melbourne time, except on public holidays)
Email	<a href="mailto:info@fos.org.au">info@fos.org.au</a>
Online	<a href="http://www.fos.org.au">www.fos.org.au</a>
HOW TO CONTACT THE OAIC	
Phone	1300 363 992 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays).Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

## WORDS WITH SPECIAL MEANINGS

Some key words and terms used in this Policy have a special meaning.

Wherever the following words or terms are used in the Policy and, unless expressly stated to the contrary, in the Schedule and any endorsements, they mean what is set below:

WORD OR TERM MEANING	
Accident	any one accident or series of accidents arising out of one event.
Australia	continental Australia and extending 50 miles into territorial waters, external territories (excluding Australian Antarctica, Macquarie Island, Heard Island and McDonald Island and passage between continental Australia and the external territories (other than the excluded territories).
Bodily Injury	bodily injury (fatal or otherwise) but excludes nervous shock or psychological injury unaccompanied by, or not caused by, physical injury.
Beyond Visual Line	an operation requiring aid to maintain visual contact with the RPA or radio communication out of Visual Line of Sight (VLOS) with the RPA
Compensatory Damages	does not include punitive, exemplary or aggravated damages.
Flight	from the time the RPA moves forward in taking off or attempting to take off, whilst in the air, and until the RPAS completes its landing. A rotary-wing RPAS shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
Ground	whilst the RPAS is not in Flight as defined herein.
Insured	the person(s), company(ies) or firm(s) named on the current Schedule as the 'Insured'.
Moored	in the case of RPAS designed to land on water, whilst the RPAS is afloat and is not in Flight as defined, and includes the risks of launching and hauling up.
Observer	any person appropriately licenced by the competent authority for the observation of the RPAS during flight. This includes Payload Operators.
Payload	Equipment, cameras, sensors and monitoring equipment carried on board the RPA and are not required to maintain and/or sustain flight.
Period of Insurance	The period this Policy operates for is twelve (12) months commencing from the original date of purchase of the RPAS from an authorised retailer or directly from the wholesaler upon consumer online registration via <a href="http://www.insurancefordrones.com.au">www.insurancefordrones.com.au</a>
Property Damage	loss of or damage to the property of others
Remote Pilot	any person appropriately licenced by the competent authority for the operation of the RPAS.

Remotely Piloted	an aircraft and its associated elements which are operated with no pilot on board
Remotely Piloted Aircraft (RPA)	a conventional aircraft of either fixed or rotary wing design that requires remote control from a pilot not on board. Payloads, Remote Pilot Stations and Spares do not form part of the RPA and must be declared and agreed separately.
Remote Pilot Station (RPS)	ground based equipment used to maintain or monitor flight of the RPA and/or payload equipment defined herein
Statutory Requirements	includes all legislation and delegated legislation requirements (including applicable legislation and delegated legislation of another country) and orders, rules, directions, notices, approvals, certificates and licences issued by a competent authority.
Schedule	Schedule attaching to and forming part of this Policy.
Taxiing	movement of the Remotely Piloted Aircraft under its own power, other than in Flight as defined. Taxiing shall not be deemed to cease merely by reason of a temporary halting of the Remotely Piloted Aircraft.
Visual Line of Sight	An operation in which the remote crew maintains direct unaided visual.
(VLOS)	contact with the RPA to manage its flight and meet separation and collision avoidance responsibilities.
<b>USES</b>	
Private Pleasure	use for private and pleasure purposes but NOT use for any business or profession nor for hire or reward
Business	the uses stated in Private Pleasure and use for business or professional purposes but NOT use for hire or reward.
Commercial	the uses stated in Private Pleasure and Business and for hire or reward.
Rental	rental, lease or hire by the Insured to any person, company or organisation for commercial uses only, where the operation of the RPAS is not under the control of the Insured. Rental for any other purpose is NOT insured under this Policy unless specifically declared to the Company and the detail of such use(s) stated in the Schedule under SPECIAL RENTAL USES.
<p>Provided always that definitions 'Private Pleasure' 'Business', 'Commercial' and 'Rental' constitute Standard Uses and do not include instruction, hunting, mustering, patrol, fire-fighting, the intentional dropping, spraying or release of anything, any form of experimental or competitive flying, testing of new parts (other than replaced parts), new devices or new designs, delivery, power line operations, slung operations, offshore, maritime and any other use involving abnormal hazard, but when cover is provided details of such use(s) are stated in the Schedule under SPECIAL USES.</p>	



## SECTION 1: LEGAL LIABILITY TO THIRD PARTIES – RPAS FLIGHT OPERATIONS

### Coverage

- The Company will indemnify the Insured for all sums which the Insured shall become legally liable to pay, and shall pay, as compensatory damages (including costs awarded against the Insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the RPAS or object falling therefrom.
- During Flight we will cover accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the Remote Pilot or Observers involved directly in the operation of the RPAS.

## SECTION 2: (A) GENERAL EXCLUSIONS APPLICABLE

This policy does not apply:

### **Illegal Uses**

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

### **Populated Event**

Bodily injury or property damage arising out of any populated event, 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 and authorised by all relevant authorities.

### **Geographical Limits**

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

### **Operational Personnel**

Injury (fatal or otherwise) or loss sustained by any member of the flight or other crew whilst engaged in the operation of the RPAS;

### **Property**

Loss of or damage to any property belonging to or in the care, custody or control of the Insured.

### **Remote Pilots**

Whilst the RPAS is being piloted by any person other than as stated in the Schedule.

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

Whilst the RPAS 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 RPAS except as a result of force majeure.

### **Workers Compensation**

This Policy does not cover liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf or liability for which the Insured or his insurer may be held liable under any workers' compensation, employees' compensation, accident compensation or any similar law other than a subrogation claim brought by an insurer to recover sums paid pursuant to such legislation.

### **Other Insurance**

This Policy does not cover any claim under this Policy which is also covered in whole or in part by another policy or would but for the existence of this Policy be covered by another policy, except to the extent that the amount of any liability exceeds the amount payable under such other policy or policies; provided always that the Company shall not be liable to pay any amount in excess of any relevant amount specified in the Schedule.

## Contractual Liability

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

## Non-Contribution

If any claim under this Policy is also covered in whole or in part by another policy or would but for the existence of this Policy be covered by another policy, except to the extent that the amount of any liability exceeds the amount payable under such other policy or policies, provided always that the Company shall not be liable to pay any amount in excess of any relevant amount specified in the Schedule.

## Nuclear Risks

To 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 or any legal liability of any nature directly or indirectly caused by, or contributed to by or arising from:

1. the radioactivity, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
2. ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

## War, Hijacking and Other Perils

To claims caused by:

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

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

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

## Noise and Pollution

To claims directly or indirectly occasioned by, happening through or in consequence of:

1. noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
2. pollution and contamination of any kind whatsoever;
3. electrical and electromagnetic interference;
4. 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 RPAS operation not otherwise excluded under this Policy.

With respect of any provision in the Policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:

1. claims excluded by this exclusion; or
2. a claim or claims covered by the Policy when combined with any claims excluded by this exclusion (referred to below as "Combined Claims").

In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

1. damages awarded against the Insured; and
2. defence fees and expenses incurred by the Insured.

## SECTION 2: (B) CLAIMS CONDITIONS APPLICABLE

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

### Due Diligence

The Insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid accidents and to avoid or diminish any loss hereon.

### Compliance with Statutory Requirements

The Insured shall comply with all Statutory Requirements which affect the safety or maintenance or operation of the RPAS and shall ensure that:

1. the RPAS is airworthy at the commencement of each Flight;
2. all Log Books, maintenance releases and other records in connection with the RPAS which are required from time to time shall be kept up to date and shall be produced to the Company or its Agents on request;
3. the employees and agents of the Insured comply with such orders and requirements.

### Claims Procedures

Immediate notice of any event likely to give rise to a claim under this Policy shall be given to the Company. In all cases the Insured shall:

1. furnish full particulars in writing of such event and forward immediately notice of any claim with any letters or documents relating thereto;
2. at the time of making a claim you will need to provide proof of ownership;
3. give notice of any impending prosecution;
4. give all information, do all things, provide signed statements, provide all documents, records and things, and assist the insurers and their agents in any other way in the investigation and in connection with any proceeding or inquiry as the Company or its agents or representatives may require;
5. be available and attend conferences and give evidence and/or instructions when required by the Company or its agents, ensure that any employees required by the Company are available to do likewise and take all reasonable steps to ensure that any other person connected with the Insured is available and will assist and give evidence if so required;
6. not act in any way to the detriment or prejudice of the interest of the Company.

The Insured shall not make any admission of liability or payment or offer or promise of payment without the written consent of the Company.

## SECTION 2: (C) GENERAL CONDITIONS APPLICABLE

### Limit of Indemnity

1. The liability of the Company under this Section shall not exceed the amount stated in the Schedule, less any amount specified as a deductible in the Schedule.
2. In addition, the Company will defray any legal costs and expenses incurred with its written consent in defending any action which may be brought against the Insured in respect of any claim for compensatory damages covered by this Section, but should the liability of the Insured or the amount paid or awarded in settlement of such claim exceed the Limit of Indemnity then the liability of the Company in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the Limit of Indemnity bears to the amount paid to dispose of the claim.

### Claims Control

1. The Company shall be entitled (if it so elects) at any time and for so long as it desires to take absolute control of all negotiations and proceedings and in the name of the Insured, to settle, defend or pursue any claim and to execute terms of settlement.
2. The Company may at any time upon giving written notice to the Insured abandon the pursuit or the defence of any claim but shall (except where the Insured or its servants or agents have been dishonest or withheld relevant information) pay its share of any costs incurred in connection with the pursuit or defence up to the date of giving notice.

### Subrogation

Upon an indemnity being given or a payment being made by the Company under this Policy:

1. the Company shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Company to exercise such rights and remedies.
2. the Company (if it so elects) shall have the exclusive right to conduct proceedings, shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim and the Insured hereby appoints and authorises the Company and its attorneys to compromise any proceeding or threatened proceeding and to execute any terms of settlement in the name of the Insured;
3. the Insured shall in any proceeding brought by the Insured do all things necessary to recover and hold on trust for the Company any amount which the Company would have been entitled to recover in a subrogated action.

### Variation in Risk

Should there be any change in the circumstances or nature of the risks which are the basis of this contract the Insured shall give immediate notice thereof to the Company and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the Company.

## **Cancellation**

1. The Insured may cancel this Policy by giving ten days' notice in writing to the Company of such cancellation in which event the premium shall be adjusted on the basis that the Company retains the customary short term premium, details of which are available on request. There will be no return of premium in respect of any RPAS, or other property covered by this Policy, on which a loss is paid or is payable under this Policy.
2. The Company may cancel this Policy in the circumstances or upon the grounds permitted by the proper law of the Policy by giving notice in writing to the Insured, either personally or by post, at the last address known to the Company. Such notice shall have effect to cancel the Policy at 4.00 pm on the third business day after the day on which the notice was given or at any later time specified in the notice.

## **Assignment**

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

## **Not Marine Insurance**

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

## **Governing Law**

This Policy shall be construed in accordance with Australian Law.

## **Two or More RPAS**

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

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

The inclusion of more than one person as insured under this Policy shall not affect the rights under this Policy in respect of any claim brought by another insured or by an employee of another insured. Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Company in respect of any or all Insureds shall not exceed the Limit(s) of Indemnity stated in this Policy.

## **False and Fraudulent Claims**

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.

## **Remote Pilot Cover**

Section 1 of this Policy extends to indemnify jointly and severally with the Insured any remote pilot approved in accordance with the terms of this Policy provided such remote pilot observes and fulfils the conditions and is subject to the exclusions of the Policy. In the event of an award being made both against the Insured (or his estate) and against the remote pilot (or his estate), the named Insured shall to the extent of his liability be entitled to priority in respect of any indemnity payable by the Company.