

AVIATION INSURANCE CLAUSES GROUP

21 September 2021

Chair: Graham Spencer-Brown
Secretariat: International Underwriting Association
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London, EC3R 7AA
Tel: 020 7617 5447

To: Bill Smith, Chair, LIIBA Aviation Executive Committee
Daniel Warburg, Chair, LMA Aviation Committee
Jette Varnals, Chair, IUA Aviation Technical Committee

[LETTER SENT BY EMAIL AND PUBLISHED ON THE AICG WEBSITE]

Dear Chairs,

REPUBLICATION OF AVIATION PREMIESES, HANGARKEEPERS AND PRODUCTS LIABILITY INSURANCE POLICY

The AICG has recognised the need to republish AVN126 in order to make two minor amendments, as follows:

- Page 4, Heading: Amend 'Exclusions aplicable' to 'Exclusions applicable'
- Page 10, Paragraph 3, Line 5: Amend 'days notice' to 'days' notice'

A copy of the updated AVN126, dated 21 September 2021, has been circulated alongside this letter and will shortly be uploaded to the AICG website.

Yours sincerely,



Christopher Jones on behalf of Graham Spencer-Brown
(Secretary, AICG)

c.c. Neil Roberts LMA
Geraldine Wright LIIBA

AVIATION PREMISES, HANGARKEEPERS AND PRODUCTS LIABILITY INSURANCE POLICY

POLICY SCHEDULE

Policy Number: {Response}

Item 1. NAME AND ADDRESS OF THE INSURED:

{Response}

Item 2. PERIOD OF INSURANCE:

From: {Response}

To: {Response}

Both days {Response} local standard time at the above address of the Insured

Item 3. LIMIT OF LIABILITY:

Section 1 – Aviation Premises Liability {Response} any one Occurrence

Section 2 – Hangarkeepers Liability {Response} any one Occurrence

Section 3 – Aviation Products Liability {Response} any one Occurrence and in the aggregate arising out of all Occurrences during the Period of Insurance

OR

Sections 1, 2 and 3 Combined Single Limit {Response} any one Occurrence and in respect of Section 3 in the aggregate arising out of all Occurrences during the Period of Insurance

Item 4. DEDUCTIBLE:

{Response}

Item 5. AVIATION BUSINESS OR OPERATIONS OF THE INSURED:

{Response}

Item 6. INSURED'S PREMISES:

{Response}

Item 7. GEOGRAPHICAL LIMITS:

{Response}

Item 8. PREMIUM:

{Response}

Item 9. CHOICE OF LAW AND JURISDICTION:

This Policy shall be governed by and construed in accordance with the law of {Response} and each party agrees to submit to the exclusive jurisdiction of the Courts of {Response} in any dispute arising hereunder

Item 10. ALL NOTIFICATIONS REQUIRED BY THIS POLICY SHALL BE GIVEN TO:

{Response}

Certain words and phrases used in this Policy have special meanings which can be found in the Definitions below.

DEFINITIONS

“Aviation Business or Operations”	means the aviation business or operations of the Insured specified in Item 5 of the Policy Schedule.
“Bodily Injury”	means bodily injury, sickness or disease, including death at any time resulting therefrom.
“Deductible”	means the amount that is to be paid by the Insured and is deducted from each claim. If a claim is equal to or less than the amount of the Deductible then the Insured will bear all of the claim. The Deductible amount is as specified in Item 4 of the Policy Schedule.
“Flight”	means from the time the aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the aircraft completes its landing run. A rotary-wing aircraft shall be deemed to be in Flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
“Geographical Limits”	means the geographical limits specified in Item 7 of the Policy Schedule.
“Insured”	means the Insured specified in Item 1 of the Policy Schedule and shall include directors, officers and employees of the Insured while acting within the scope of their duties on behalf of the Insured.
“Insured’s Premises”	means the premises specified in Item 6 of the Policy Schedule.
“Limit of Liability”	means the limit(s) of liability specified in Item 3 of the Policy Schedule.
“Occurrence”	means an accident or a continued or repeated exposure to conditions occurring during the Period of Insurance, which results in Bodily Injury and/or Property Damage which is neither expected nor intended from the standpoint of the Insured. All liability arising out of the exposure to substantially the same general conditions shall be deemed to arise out of one Occurrence.
“Period of Insurance”	means the period specified in Item 2 of the Policy Schedule.
“Products Hazard”	means the possession, use, consumption or handling of goods or products manufactured, designed, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured, but only in respect of such goods or products which form part of or are used in connection with aircraft and then only after such goods or products have ceased to be in the possession or under the control of the Insured.
“Property Damage”	means physical loss of or damage to or destruction of tangible property, including the resultant loss of use of such property.

SECTION 1 – AVIATION PREMISES LIABILITY

The Insurers agree to pay on behalf of the Insured all sums, up to but not exceeding the Limit of Liability, less any applicable Deductible, which the Insured shall become legally liable to pay as damages for Bodily Injury and/or Property Damage caused by an Occurrence arising in or about any premises used by the Insured in connection with their Aviation Business or Operations and subject to the Geographical Limits.

EXCLUSIONS APPLICABLE TO THIS SECTION

This Section does not cover:

- (a) Property 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. This exclusion does not apply to Property Damage to
 - (i) vehicles that are not owned, rented or leased by the Insured, whilst such vehicles are in the Insured's care, custody or control on the Insured's Premises.
 - (ii) baggage and/or cargo not owned by the Insured, while such baggage and/or cargo is in their care, custody or control.
- (b) Bodily Injury or Property Damage caused by
 - (i) the use of any vehicle in such a manner as to require insurance or security under any domestic or international law governing road traffic or, in the absence of any applicable law, to liability arising from the use of any vehicle on the public highway. This exclusion does not apply in respect of any such liability arising from Occurrences within the confines of an airport or airfield:
 - i. if there is no such applicable law;
 - ii. to the liability of the Insured to pay an amount which is in excess of:
 - a) any prescribed limit that is required to be insured where insurance may be effected to comply with the law whether the Insured effects an insurance policy in respect of such liability or not
 - b) the limit of liability of the insurance policy effected by the Insured in respect of such liabilitywhichever is the greater.
 - (ii) any ships, vessels, watercraft or aircraft owned, chartered, used or operated by or on account of the Insured. This exclusion does not apply to aircraft owned by others which are not in Flight and for which indemnity is granted under Section 2 of this Policy, whether such Section is insured hereunder or not.
- (c) Bodily Injury or Property Damage arising out of any airmeet, air race, or air show, nor any stand used for the accommodation of spectators in connection therewith.
- (d) Bodily Injury or Property Damage arising out of construction of, demolition of or alterations to buildings, runways or installations. This exclusion does not apply to routine maintenance operations.

- (e) Bodily Injury or Property Damage arising out of any goods or products manufactured, designed, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured after such goods or products have ceased to be in the possession or under the control of the Insured. This exclusion does not apply to the supply, by the Insured, of food or drink at the Insured's Premises.

SECTION 2 – HANGARKEEPERS LIABILITY

The Insurers agree to pay on behalf of the Insured all sums, up to but not exceeding the Limit of Liability, less any applicable Deductible, which the Insured shall become legally liable to pay as damages for Property Damage caused by an Occurrence to aircraft or aircraft equipment being the property of others, in the care, custody or control of or whilst being serviced, handled or maintained by the Insured in connection with their Aviation Business or Operations and subject to the Geographical Limits.

EXCLUSIONS APPLICABLE TO THIS SECTION

This Section does not cover:

- (a) Property Damage to personal effects or merchandise of any description.
- (b) Property Damage to aircraft or aircraft equipment hired or leased by or loaned to the Insured.
- (c) Property Damage to aircraft whilst in Flight.

SECTION 3 – AVIATION PRODUCTS LIABILITY

The Insurers agree to pay on behalf of the Insured all sums, up to but not exceeding the Limit of Liability, less any applicable Deductible, which the Insured shall become legally liable to pay as damages for Bodily Injury and/or Property Damage caused by an Occurrence arising out of the Products Hazard in connection with their Aviation Business or Operations.

EXCLUSIONS APPLICABLE TO THIS SECTION

This Section does not cover:

- (a) Property Damage to property owned, rented, leased or occupied by the Insured or in their care, custody or control.
- (b) the cost of repairing or replacing any defective goods or products manufactured, designed, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.
- (c) loss arising out of improper or inadequate performance, design or specification, but this exclusion shall not apply to Bodily Injury or Property Damage resulting therefrom.
- (d) loss of use of any aircraft which has not been physically lost, damaged or destroyed in an Occurrence giving rise to a claim hereunder.

DEFENCE AND SETTLEMENT PAYMENTS

With respect to such coverage as is afforded under this Policy:

1. The Insurers shall have the right and obligation to
 - (a) investigate, evaluate and settle
 - or
 - (b) defend to discontinuance or judgmentany claim or legal proceedings against the Insured, even if groundless, false or fraudulent.

Nevertheless, the Insurers retain the right to tender the applicable Limit of Liability in settlement of a claim if they consider this to be appropriate and in this event, the Insurers' obligations under this Policy will cease as regards the claim.
2. The amount payable by Insurers in respect of any settlement or judgment requiring payment by the Insured shall include any costs and expenses assessed against the Insured and interest accruing after entry of judgment and shall not exceed the applicable Limit of Liability.
3. The Insurers shall pay any costs and expenses
 - (a) of any legal or other person whom they appoint, that are incurred for the purpose of investigation, evaluation, settlement or defence of such claim or legal proceedings;
 - (b) of the Insured (other than the salaries of the Insured's employees and the Insured's normal expenses) that are incurred with the Insurers' prior approval.

These costs and expenses are payable by the Insurers in addition to any settlement or judgment. However, the Insurers' liability is limited in case of settlement(s) and/or judgment(s) that exceed the applicable Limit of Liability. In such case Insurers' liability is limited to such proportion of those costs and expenses as the applicable Limit of Liability bears to the total amount for which the Insured is adjudged liable and/or which it has agreed to pay in settlement of any such claim(s) or legal proceedings. The Insured is liable to reimburse the Insurers for that proportion of any costs and expenses as they may have paid which exceed the Limit of Liability.

With respect to any coverage which is subject to an aggregate Limit of Liability hereunder the Insurers' obligations under this Policy will cease as regards such coverage once the applicable aggregate has been exhausted and in this event the Insured shall have the responsibility to take over control of any claim(s) or legal proceedings from the Insurers.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

1. This Policy does not cover:
 - (a) Bodily Injury to any person who at the time of sustaining such Bodily Injury is engaged in the service of the Insured, or liability for which the Insured or their insurer may be held liable under any employer's liability, workers' compensation, unemployment compensation or disability benefits law or any similar law.
 - (b) the cost of correcting any faulty workmanship or of improving any work undertaken by the Insured.

- (c) liability assumed by the Insured by agreement under any contract unless such liability would have attached to the Insured even in the absence of such agreement.
 - (d) liability arising out of the operation of an airfield control tower or the provision of air traffic control services.
 - (e) claims excluded by the attached War, Hi-Jacking and Other Perils Exclusion Clause (Aviation) AVN48B (Amended).
 - (f) claims excluded by the attached Nuclear Risks Exclusion Clause AVN38B.
 - (g) claims excluded by the attached Noise and Pollution and Other Perils Exclusion Clause AVN46B. However, paragraph 1(b) of AVN46B does not apply to pollution or contamination of goods or products sold or supplied by the Insured.
 - (h) claims excluded by the attached Date Recognition Exclusion Clause AVN2000A.
 - (i) claims excluded by the attached Contracts (Rights of Third Parties) Act 1999 Exclusion Clause AVN72.
 - (j) claims excluded by the attached Asbestos Exclusion Clause 2488AGM00003.
2. Each Section of this Policy excludes liability which is or would be covered under any other Section of this Policy, whether such other Section is insured hereunder or not.

CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

(a) Notification of event or claim

1. The Insured shall as soon as possible give notice of any event likely to give rise to a claim under this Policy.
2. The Insured shall immediately forward notice of any claim or any impending prosecution with any letters or documents relating thereto.

In all cases the Insured shall:

- (i) as soon as possible
 - a) give notice to Insurers via the firm named for the purpose specified in Item 10 of the Policy Schedule;
 - b) furnish full particulars in writing of the event;
 - c) render such further information and assistance as the Insurers may reasonably require;
- (ii) not act in any way to the detriment or prejudice of the interest of the Insurers.

(b) No Admission of liability

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

(c) Assistance and Co-operation of the Insured

The Insured shall co-operate with the Insurers and, upon the Insurers' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of legal proceedings.

(d) Reasonable Care

The Insured shall at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in their Aviation Business or Operations are substantial and sound and in proper order and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against Occurrences are provided and used.

(e) Regulatory Compliance

The Insured shall comply with all applicable international and government regulations and civil instructions.

(f) Limit of Liability

Notwithstanding the inclusion herein of more than one Insured, whether by endorsement or otherwise, the total liability of the Insurers in respect of any or all Insureds shall not exceed the Limit of Liability.

(g) Notification of Changes

The Insured shall be under a continuing duty, during the Period of Insurance, to notify the Insurers of any changes which increase the risks which have been presented to the Insurers. Such changes shall be subject to agreement by Insurers and may require an additional premium to be charged. There shall be no coverage for any claims resulting from any changed element of the risk unless the changed element of the risk has been notified to and agreed by Insurers.

(h) Assignment

This Policy shall not be assigned in whole or in part except with the prior agreement of the Insurers.

(i) Subrogation

Upon a payment being made under this Policy, the Insurers shall be subrogated to the rights and remedies of the Insured who shall co-operate with and do all things necessary to assist the Insurers to exercise such rights and remedies.

(j) Other Insurance

If the Insured has other insurance against liability covered by this Policy, the Insurers shall not be liable for a greater proportion of such loss than the Limit of Liability bears to the amount of indemnity of all valid and collectible insurance against such loss.

(k) Law and Jurisdiction

The law and jurisdiction applicable to this Policy is specified in Item 9 of the Policy Schedule.

(l) Cancellation

This Policy may be cancelled by notice in writing. The Insured may give notice at any time. The Insurers shall give 30 days or such other notice, if of longer duration, as is mandated by the law specified in Item 9 of the Policy Schedule.

If this Policy is cancelled by the Insured the Insurers shall be entitled to the proportion of the premium calculated in accordance with the following scale:

Period on risk	Percentage of annual premium
Up to 1 calendar month	20
Over 1 calendar month and up to 2 calendar months	30
Over 2 calendar months and up to 3 calendar months	40
Over 3 calendar months and up to 4 calendar months	50
Over 4 calendar months and up to 5 calendar months	60
Over 5 calendar months and up to 6 calendar months	70
Over 6 calendar months and up to 7 calendar months	75
Over 7 calendar months and up to 8 calendar months	80
Over 8 calendar months and up to 9 calendar months	85
Over 9 calendar months	100

If this Policy shall be cancelled by Insurers, they shall be entitled to the premium for the period that this Policy has been in force, calculated pro-rata. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

(m) Fraud

The Insured shall not in the presentation and furtherance of any claim:

- (a) deliberately or recklessly conceal from Insurers any information which the Insured knows or ought to know might be material to their consideration of any claim;
- (b) provide to Insurers information, which the Insured knows to be false, with respect either to any event relied upon as a cause of loss or as to the amount claimed; nor
- (c) otherwise use fraudulent means or devices, including suppressing a known defence to Insurers' liability.

In any such event the Insurers shall have the option to refuse to pay the whole or any part of the claim to the Insured.

In the circumstances set out in sub-paragraph (b) above, Insurers shall also have the option to:

- (i) terminate the cover provided by this Policy to the Insured with effect from the date that such information was provided;
- (ii) recover any sums paid to the Insured in respect of losses occurring on or after the date that such information was provided; and
- (iii) retain any and all premium paid by such Insured.

If any provision of this condition is in conflict with the law specified in Item 9 of the Policy Schedule it shall be of no effect to the extent of such conflict.

(n) Sanctions and Embargo Clause (AVN 111)

Notwithstanding anything to the contrary in the Policy the following shall apply:

1. 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 Insurer 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 or regulation.
2. 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 Insurer will take all reasonable measures to obtain the necessary authorisation to make such payment.
3. 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 Insurer 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 Insurer a minimum of 30 days' notice in writing be given. In the event of cancellation by either the Insured or the Insurer, the Insurer 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 Insurer, 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 Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

(o) Reasonable Acts

The coverage provided by this Policy shall not be invalidated by any reasonable act by or on behalf of the Insured for the purpose of protecting persons or property.

AVN126 21.09.21

In common with all AICG produced AVN policy clauses / wordings, this policy clause / wording is published by AICG, but it is expressly non-binding and AICG makes no recommendation as to its use. Insurers are free to offer different policy clauses / wordings to their policyholders.

ATTACHMENTS FORMING PART OF THIS POLICY

ATTACHMENT NUMBER 1

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

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 any 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 any 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, 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).

AVN48B (Amended) 1.10.96

ATTACHMENT NUMBER 2

NUCLEAR RISKS EXCLUSION CLAUSE

1. This Policy does not cover:

- (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever 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 organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2 shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the 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 (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm²)
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

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

AVN38B 22.7.96

ATTACHMENT NUMBER 3

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of: -

- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
- (b) pollution and contamination of any kind whatsoever,
- (c) electrical and electromagnetic interference,
- (d) interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

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

- (a) claims excluded by Paragraph 1 or
- (b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").

3. In respect of any Combined Claims, 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.

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

AVN46B 1.10.96

ATTACHMENT NUMBER 4

DATE RECOGNITION EXCLUSION CLAUSE

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

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

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

AVN2000A 14.03.01

ATTACHMENT NUMBER 5

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

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

AVN72 9.2.00

ATTACHMENT NUMBER 6

ASBESTOS EXCLUSION CLAUSE

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

- (1) the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (2) any obligation, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, 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 aircraft operation.

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

All other terms and conditions of the Policy remain unchanged.

2488AGM00003