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South China Insurance Aviation Premises, Hangarkeepers and Products Liability Insurance

104.12.02(104)華產企字第327號函

INTEREST

To indemnify the insured in respect of coverage afforded by them to the Original Insured which is to cover all sums that Original Insured shall become legally liable to pay arising out of their aviation activities at any Airfield, Airport or Heliport location and elsewhere as required by the Original Insured including Liability for owned, non-owned and hired vehicles whilst operated airside as may be required, all as more fully defined in the Policy.

ORIGINAL CONDITIONS

The original Policy based on Ariel Airport Owners and Operators Liability Policy (48FLY00001) Section _ , _ and _ and includes the following:

- Limitation of Liability Clause AVN14.
- Noise and Pollution and other perils Exclusion Clause AVN46B but paragraph 1(b) not applicable to the pollution or contamination of products sold or supplied by the Insured.
- War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN48B (replacing Exclusion 4 of 48FLY00001).
- Personal Injury Extension AVN60A limit of Liability being the applicable Policy limit any one offence
 and in the aggregate during the Policy period being within the overall Policy limit and not in addition
 thereto and the last paragraph referring to AVN59 being deleted.
- Nuclear Risks Exclusion Clause AVN71.
- Date Recognition Exclusion Clause AVN2000A.
- Date Recognition Limited Coverage Clause AVN2002A.
- Asbestos Exclusion Clause 2488AGM00003.
- Contracts Rights of Third Parties AVN72.
- Sanctions and Embargo Clause AVN111(R).
- Additional Insured, Hold Harmless Agreement, Subrogation Waivers, Indemnity, alterations to Notice of Cancellation, Lease, Contractual Agreements, Assignments as expiring policy to be agreed by insurer prior to attachment to risk but contracts carried over from expiring Policy period to be detailed to insurer within ___ days of Inception or risk. Coverage however shall automatically include Liability assumed under normal operating agreements entered into by the Original Insured (including IATA standard contracts) / required to be insured in the course of their usual to day operation.
- In respect of the operation mechanically propelled vehicles by the Original Insured, Airside liability is covered hereunder up to the limit as stated in Section above excluding Road traffic Act or Similar legislation.
- Noted and agreed that where work is carried out by casual/part-time or sub-contracted labour on behalf of the Original Insured, such labourers are deemed to be employees of the Original Insured.
- Premises coverage is extended to include any temporary, necessary and incidental locations required by the Original Insured in the course of their operations.
- Premium payable in full subject to Premium Payment Clause AVN6A.

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This insurance shall be governed by and construed in accordance with the law of _____ and each party agrees to submit to the exclusive jurisdiction of the courts of _____ .

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※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責。 ※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

ARIEL AIRPORT OWNERS AND OPERATORS LIABILITY INSURANCE POLICY

SCHEDULE

Policy No.:

- **Item 1.** The name and address of the Insured:
- **Item 2.** The nature of the Insured's business or operation in respect of which the Policy is effected is:
- **Item 3.** The place(s) in or about which the indemnity granted by the Policy is to apply is (are):
- **Item 4.** Amount of Indemnity:

The amount of indemnity shall not exceed:

Section 1. any one accident Section 2. any one accident

Section 3. any one accident and in the aggregate arising out of all accidents occurring during any one annual period

of Insurance.

Item 5. Premium:

The deposit premium is:

The minimum premium is:

and shall be subject to adjustment as follows:

- **Item 6.** The Period of Insurance is
- **Item 7.** The name and address of person(s) or firm to whom all notices shall be given is:

Dated in London:

The Insurers hereby agree to the extent and in the manner hereinafter provided, to pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay or by final judgement be adjudged to pay up to but not exceeding the amounts specified in the Schedule, to any person or persons as damages

- (a) for bodily injury including death at any time resulting therefrom (hereinafter referred to as bodily injury) or
- (b) for loss of or damage to property of others (hereinafter referred to as property damage) caused by accident occurring during the period mentioned in the Schedule and arising out of the hazards set forth in Sections 1, 2 and 3 below.

SECTION 1

Bodily injury or property damage

- (a) in or about the premises specified in the Schedule, as a direct result of the services granted by the Insured
- (b) elsewhere in the course of any work or of the performance of any duties carried out by the Insured or his employees in connection with the business or operations specified in the Schedule caused by the fault or negligence of the Insured or any of his employees engaged in the Insured's business or by any defect in the Insured's premises, ways, works, machinery or plant used in the Insured's business.

THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

1. Loss of or damage to property owned, rented, leased or occupied by; whilst in the care, custody or control of; whilst being handled, serviced or maintained by the Insured or any servant of the Insured,

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but this exclusion shall be deemed not to apply to vehicles that are not the property of the Insured whilst on the premises specified in the Schedule.

- 2. Bodily injury or property damage caused by
 - (a) any mechanically propelled vehicle which the Insured may cause or permit any other person to use on the road in such a manner as to render them responsible for insurance under any domestic or international law appertaining to road traffic, or where no such law exists, whilst such vehicle is on any public highway.
 - (b) any Ships, Vessels, Craft or Aircraft owned, chartered, used or operated by or on account of the Insured, but this exclusion shall be deemed not to apply to aircraft owned by others which are on the ground and for which indemnity is otherwise granted under Section 2 of this Policy, whether such Section is insured hereunder or not.
- 3. Bodily injury or property damage arising out of any Airmeet, Air Race, or Air Show, nor any stand used for the accommodation of spectators in connection therewith, unless previously agreed by Insurers.
- 4. Bodily injury or property damage arising out of construction of, demolition of or alterations to Buildings, Runways, or Installations by the Insured or his contractors or sub-contractors (other than normal maintenance operations) unless previously agreed by Insurers.
- 5. Bodily injury or property damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Insured or his employees after such goods or products have ceased to be in the possession or under the control of the Insured, but this exclusion shall be deemed not to apply to the supply, by the Insured, of food or drink at the premises specified in the Schedule.

SECTION 2

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

THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

- (a) Loss of or damage to robes, wearing apparel, personal effects or merchandise of any description.
- (b) Loss of or damage to Aircraft or Aircraft equipment, hired or leased by or loaned to the Insured.
- (c) Loss of or damage to any Aircraft while in flight as defined.

SECTION 3

Bodily injury or property damage arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or his employees, but only in respect of such goods or products which form part of or are used in conjunction with aircraft, and then only after such goods or products have ceased to be in the possession or under the control of the Insured.

THIS SECTION IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

- (a) Damage to the property of the Insured or to property within his care, custody or control.
- (b) The cost of repairing or replacing any defective goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or any defective part or parts thereof.
- (c) Loss arising out of improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage as insured hereby resulting therefrom
- (d) Loss of use of any Aircraft not actually lost or damaged in an accident giving rise to a claim hereunder.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS POLICY

^{華南金融集圏} **華南産物保險股份有限公司** SOUTH CHINA INSURANCE CO., LTD.

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號)

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- 1. THIS POLICY DOES NOT COVER liability for bodily injury to any person, who at the time of sustaining such injury is engaged in the service of the Insured or acting on his behalf, or liability for which the Insured or his insurer may be held liable under any workmans compensation, unemployment compensation or disability benefits law or any similar law.
- 2. THIS POLICY DOES NOT COVER the cost of making good any faulty workmanship for which the Insured, his employees, contractors or subcontractors may be liable (but this limitation shall not exclude resulting damage arising out of such faulty workmanship).
- THIS POLICY DOES NOT COVER 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.
- 4. THIS POLICY DOES NOT COVER liability of the Insured directly or indirectly occasioned by, happening through or in consequence of War, invasions, act of foreign enemy, hostilities (whether War be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 5. THIS POLICY DOES NOT COVER liability arising out of the operation of an airfield control tower unless previously agreed by Insurers.
- 6. Each section of this Policy excludes liability which is or would be covered under any other section of the Policy, whether such other section is insured hereunder or not.
- 7. This Policy is subject to the attached Nuclear Risks Exclusion Clause.

PAYMENT OF COSTS

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

PROVIDED THAT

In the event of their requiring any claim to be contested

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

DEFINITIONS

- 1. ACCIDENT. The word "accident" shall be understood to mean an accident or series of accidents arising out of one event or occurrence.
- 2. FLIGHT. The term "in flight" means the time commencing with the actual take off run of the aircraft and continuing thereafter until it has completed its landing run.

GENERAL CONDITIONS:

- 1. Upon the happening of any accident likely to give rise to a claim under this Policy or upon the receipt by the Insured of notice of any claim or of any other subsequent proceedings, notice in writing with full particulars shall be given to Insurers as soon as possible after the same shall come to the knowledge of the Insured or the Insured's representative. Every letter, claim, writ, summons or process shall be forwarded to Insurers immediately on receipt by the Insured.
- 2. All notices as specified above shall be given by the Insured to the person(s) or firm named for the purpose in the Schedule.
- 3. If any claim under this Policy is also covered in whole or in part by any other insurance, the liability of Insurers shall be limited to their rateable proportion of such claim.
- 4. 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.
- 5. This Policy may be cancelled at any time at the written request of the Insured or may be cancelled by or on behalf of the Insurers provided __ days notice in writing be given. (Where __ days notice is contrary to the law or statute then the minimum period that is permitted shall be substituted therefor).

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If the Policy shall be cancelled by the Insured the Insurers shall retain the earned premium hereon for the period that this Policy has been in force calculated in accordance with the basis in the Schedule, or the short rate proportion of the minimum premium, calculated in accordance with the customary scale whichever is the greater.

If the Policy shall be cancelled by Insurers they shall retain the earned premium hereon for the period that this Policy has been in force, calculated in accordance with the basis in the Schedule or pro rata of the minimum premium whichever is the greater. Notice of cancellation by the Insurers shall be effective even though the Insurers make no payment or tender of return premium.

6. It is a condition precedent to the right of the Insured to be indemnified under this Insurance that

- (a) If after this Insurance has been effected, the risk is materially altered, such alterations must be notified in writing to the Insurers immediately.
- (b) No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of Insurers, who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim, and the Insured shall give all such information and assistance as Insurers may require.
- (c) The Insured shall and will at all times exercise reasonable care in seeing that the ways, implements, plant, machinery and appliances used in the Insured's business are substantial and sound and in proper order, and fit for the purpose for which they are used, and that all reasonable safeguards and precautions against accidents are provided and used.
- (d) The Insured shall comply with all International and Government Regulations and Civil Instructions.
- 7. 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(s) of liability stated in this Policy.

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LIMITATION OF LIABILITY CLAUSE (JOINT INSUREDS)

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(s) of liability stated in this Policy.

AVN 14 1.10.96

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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.

AVN 46B 1.10.96

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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 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).

AVN 48B 1.10.96

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PERSONAL INJURY EXTENSION

The insurance provided by this Policy extends to indemnify the Insured for legal liability for damages awarded to any person arising out of one or more of the following offences committed during the Policy period but only where such offences are committed in connection with that part of the Insured's aviation operations or interests for which other coverage is granted by the Policy:

- 1. False arrest, restraint, detention or imprisonment.
- 2. Malicious prosecution.
- 3. Wrongful entry, eviction or other invasion of the right of private occupancy.
- 4. Inadvertent discrimination with respect to withholding or refusal of transportation except with respect to overbooking.
- 5. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Insured.
- Incidental medical malpractice error or mistake by a physician, surgeon, nurse, medical technician or other
 person performing medical services but only for or on behalf of the Insured in the provision of emergency
 medical relief.

The following additional exclusions shall apply to this extension:

- a. 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,
- b. liability arising out of the wilful violation of penal statute or ordinance committed by or with the knowledge or consent of the Insured,
- c. liability arising out of offence 5 above,
 - i. if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance
 - ii. if such publication or utterance was made by or at the direction of the Insured with the knowledge of the false nature thereof,
- d. liability directly or indirectly related to the past, present or potential employment of any person by the Insured.

AVN 60A 24.12.2004

南產物保險股份有限公司 **OUTH CHINA INSURANCE CO., LTD.**

總公司:11071 台北市信義區忠孝東路四段560號5樓 聯絡處:11072 台北市信義區基隆路一段176號3樓、4樓 電話:02-2758-8418 2756-2200(代表號)

免費申訴電話:0809-005607

※要保人可透過本公司免費服務電話(0800-010850)、網站(http://www.south-china.com.tw)或總公司、分公司及通訊處查閱公開資訊文件。 ※本商品經本公司合格簽署人員檢視其內容業已符合保險精算原則及保險法令,惟為確保權益,基於保險業與消費者衡平對等原則,消費者仍 應詳加閱讀保險單條款與相關文件,審慎選擇保險商品。本商品如有虛偽不實或違法情事,應由本公司及負責人依法負責 ※詳細承保內容以保單條款為準。 ※本商品受保險安定基金之保障。

NUCLEAR RISKS EXCLUSION CLAUSE

This Policy does not cover:

- 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:
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or (a) nuclear component thereof;
- (b) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

AVN 71 22.7.96

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DATE RECOGNITION EXCLUSION CLAUSE

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

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with any change of year, date or time;
 - whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time; and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

AVN 2000A 14.03.01

電話: 02-2758-8418 2756-2200(不 免費申訴電話: 0809-005607

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DATE RECOGNITION LIMITED COVERAGE CLAUSE

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN 2000A), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement, Clause AVN 2000A shall not apply to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:

- 1. accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an aircraft accident occurring during the Policy period and arising out of a risk insured under the Policy; and/or
- accidental bodily injury, fatal or otherwise, or loss of or damage to property caused by an accident, other than an aircraft accident, occurring during the Policy period and arising out of a risk insured under the Policy. For the avoidance of doubt, solely for the purposes of this paragraph 2 and without prejudice to the meaning of the words in any other context, "bodily injury" shall mean only physical corporeal injury and unless arising directly therefrom shall not include mental or psychological injury.

PROVIDED THAT:

- 1. Coverage provided pursuant to this Endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the Policy (except as specifically provided herein), and nothing in this Endorsement extends coverage beyond that which is provided by the Policy.
- 2. Nothing in this Endorsement shall provide any coverage:
 - (a) applying in excess of any scheduled underlying insurance and/or in respect of any non aviation risks; and/or
 - (b) in respect of grounding of any aircraft; and/or
 - (c) in respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the Policy.
- 3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the Policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

AVN 2002A 21.3.01

(Applicable to non Aircraft Liability only)

电话·02-2750-6416 2750-22000 免費申訴電話:0809-005607

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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.

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CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

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

AVN 72 9.2.2000

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Sanctions and Embargo Clause

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 __ 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.

AVN 111 01.10.10

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PREMIUM PAYMENT CLAUSE

1.	It is understood and agreed that the premium due at the inception of this Policy shall be payable in the following instalments:
	{Response}{Response}
2.	In the event of a claim hereunder which exceeds the instalments of premium paid on this Policy, the instalments of premium then outstanding shall become payable forthwith.
3.	Notwithstanding any cancellation provision contained within the Policy, in the event that an instalment of premium is not paid by its due date Insurers shall have the right to terminate the cover afforded by the Policy to the Insured and any other party(ies) protected thereby, whether by endorsement or otherwise, by the giving of not less than () days notice in writing to the Appointed Broker. Notice shall be deemed to commence from the date such notice is given by the Insurers.

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Appointed Broker: {Response}

AVN 6A 17.10.96