

CERTIFICATE OF INSURANCE
CIVIL AVIATION (CARRIERS LAIBILTY) ACT 1959 - AUSTRALIA
(Applicable to Passenger Liability only)

This is to certify that

..... as Insurer via as Insurance Broker
has issued the Policy(ies) covering the risks of liability to passengers to as Air Carrier
effective from (day) (month) (year)
until (day) (month) (year).
or until (3) days after written notice is received by the Department of Transport.

1. The insurer has issued insurance in compliance with the prescribed requirements referred to in Part IVA subsection 41C(2) of the *Civil Aviation (Carriers' Liability) Act 1959*.
2. The Policy(ies) insure all aircraft operated by the Air Carrier in commercial air service.
3. The Insurer is licensed or approved by a foreign government to issue aircraft insurance policies. To the extent the insurance is not arranged with insurers in the aviation international insurance market, reinsurance is arranged in the aviation international insurance market.
4. Such coverage shall be within the limits of liability in the Policy(ies) and not in addition to or in excess thereof.
5. Such coverage shall continue until cancelled by Insurers or their authorised representative giving the appropriate notice.
6. Unless the Policy(ies) otherwise provides the following exclusions not prohibited by the provision of the said Act shall apply :-
 - 6.1 War Exclusion Clause AVN48B paragraphs (a) and (b) or equivalent clause(s).
 - 6.2 Noise and Pollution and other Perils Clause AVN46B or equivalent clause(s).
 - 6.3 Aviation Radioactive Contamination Exclusion Clause AVN38A or equivalent clause(s).
 - 6.4 Bodily injury to or sickness, disease or death of any employee arising out of and in the course of his/her employment.
7. The coverage for personal injury as required by the said Act to be provided by the Policy(ies) shall be understood to mean bodily injury, sickness, disease, fright, shock or mental anguish including death resulting therefrom.
8. If Insurers are called upon to provide coverage to the insured in compliance with the said Act including the defence and legal costs associated therewith and if by reason of the terms, conditions, limitations and exclusions of the Policy(ies) such coverage would not otherwise have been provided then the insured will reimburse Insurers for such payments made in providing coverage under the said Act.
9. The terms, conditions, limitations and exclusions of the Policy(ies) shall apply to claims made under the Policy(ies) which (a) are in excess of the limits specified in the said Act or (b) are not governed by the provisions of the said Act.
10. Personal injury liability coverage extended by the Policy(ies) is not subject to, or limited by, an AVN 2000 exclusion clause nor any other form of exclusion which may limit the insurer's indemnification of the Air Carrier in respect of liabilities arising from date recognition based, computer errors or failures.

[OR]

The Policy(ies) indemnify the Air Carrier for 'personal injury liability', as required by the *Civil Aviation (Carriers' Liability) Act 1959* (including that Act as it has effect in a State of Australia), under the AVN57A (Australia) endorsement.

Except as specifically varied hereby, the above is subject to the Policy terms, conditions, limitations, exclusions and cancellation provisions of Policy(ies) Numbered

On behalf of the Insurers: