

## **DATE RECOGNITION LIMITED COVERAGE CLAUSE**

WHEREAS the Policy of which this Endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN.2000), it is hereby understood and agreed that, subject to all terms and provisions of this Endorsement Clause AVN.2000 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 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 a risk insured under the Policy;

### **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 in respect of grounding and/or loss of use of any aircraft which has not been physically damaged or destroyed in the accident giving rise to a claim under the Policy.
3. The Insured hereby represents and warrants that it has taken all reasonably necessary steps to ensure that all answers, statements and information given to the Insurers concerning the Date Recognition Conformity (as defined to the questionnaire referred to below) of the Insured's operations, equipment and products are true and no material fact or information has been emitted. The questionnaire prepared by the Insurers and completed by the Insured is made a part hereof. The Insurers are expressly relying upon these representations and warranties in agreeing to issue this Endorsement
4. The Insured further agrees and warrants that it has a continuing obligation to disclose in writing to the Insurers during the Policy period any additional material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products. In the event of such disclosure, the coverage provided by this Endorsement shall terminate automatically, without prejudice to the Insurer's rights arising from non-disclosure.

5. No provision in the Policy or in any endorsement to the Policy, including, but not limited to, the Airline Finance/Lease Contract Endorsement, shall operate in any way whatsoever so as to afford cover under the terms of this Endorsement to any person or entity having an interest in the Policy in the event of any act or omission, including, but not limited to, misrepresentation and non-disclosure, of the Insured which results in a breach of any warranty given pursuant to paragraphs 3 and 4 above.

22/4/98  
AVN.2002