

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT

1. In consideration of an additional premium of USD ____ per seat, it is agreed that the Underwriters will at the request of an insured regardless of legal liability of the Named Insured offer settlement on the basis of the benefits hereinafter set forth in respect of bodily injury accidentally sustained by any passenger provided that at the time of any accident causing such bodily injury (Section III) of the policy is effective in respect of such accident.

2. LIMITS OF SETTLEMENT

For death or for total loss of two limbs or total loss of sight of two eyes or total loss of one limb and total loss of sight of one eye the amount offered shall not exceed the amount expressed as the limit of settlement for "each passenger" in the schedule of this Endorsement; or

For total loss of one limb or total loss of sight of one eye the amount offered shall not exceed one half of the amount expressed as the limit of settlement for "each passenger" in the schedule of this Endorsement.

For permanent total disablement other than by loss of limbs or sight the amount offered shall not exceed the amount expressed as the limit of settlement for "each passenger" in the schedule of this Endorsement.

Subject to the limit for "each passenger" the total of the amounts which the Underwriters shall offer on account of death or other loss sustained by two or more passengers in any one accident shall not exceed the amount expressed as the limit of settlement for "each accident" in the Schedule of this Endorsement.

3. DEFINITIONS

"LOSS OF A LIMB" means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

"TOTAL LOSS OF SIGHT" means loss of sight which is certified as being entire and irrecoverable by a licensed physician specialising in ophthalmology.

"PERMANENT TOTAL DISABLEMENT" means disablement which has for twelve months from the date of the accident necessarily and continuously disabled the passenger from attending to business or occupation of any and every kind or if he has no business or occupation confined him immediately and continuously to the house and prevented him from attending to any of his usual duties (if any) and at the expiry of that twelve months period being beyond hope of improvement.

4. ADDITIONAL EXCLUSIONS

This Endorsement does not cover death of or bodily injury to any passenger caused by

- (a) his suicide or attempted suicide or intentional self-injury or own criminal or felonious act or by his own act whilst in a state of insanity or intoxication.
- (b) disease or natural causes, or medical or surgical treatment (except where such treatment is rendered necessary by bodily injury caused by accident within the scope of this Endorsement).

5. ADDITIONAL CONDITIONS

- (a) The Insured shall furnish, as soon as practicable after each request from the Underwriters, reasonably obtainable information pertaining to injuries sustained by passengers. In the event of death immediate notice must be sent to the Underwriters.
- (b) In consideration of any settlement under the provisions of this Endorsement and as a condition precedent thereto, the injured passenger and any person having a cause of action for such injuries, or in the event of death the person or persons having a cause of action for the death, shall in the manner required by the Underwriters, execute a full legal release of all claims for damages against the Insured and/or the crew of the aircraft and / or any employee of the Insured and / or any person whom the Insured has agreed to indemnify or hold harmless except claims for which the Insured or any Company as his Insurer may be held liable under any Workmen's Compensation Law. If the injured passenger or any person claiming by, through or under him shall fail to accept in writing within thirty (30) days from the date of offering the voluntary settlement under the provisions of this Endorsement or to execute the necessary release then the Underwriters may withdraw the offered voluntary settlement, without notice, in which circumstances the Underwriters will no longer be bound by the undertakings expressed in the preceding paragraphs. If subsequent to an offer of voluntary settlement being made in respect of any passenger any claim suit or demand is made or prosecuted against the Insured for damages on account of such bodily injuries or death, such claim suit or demand shall be considered as refusal to accept such voluntary settlement and the obligations of the Underwriters as expressed in Coverage "C" (Passenger Bodily Injury Liability) of the policy to which this Endorsement is attached, shall be available as fully and completely as if this Endorsement had not been issued.
- (c) It is agreed that as respects the provisions of this Endorsement Exclusion (8) of the Policy is deleted. The Underwriters shall not be liable under the terms of this Endorsement for any payment which may be used to satisfy that obligation for which the Insured or his Insurer may be held liable under a Workmen's Compensation Law neither shall this Endorsement apply to loss suffered by passengers carried for hire or reward or by pilots or other members of the crew of the aircraft.
- (d) This Endorsement also covers (subject otherwise to its terms, conditions and exclusions) death from drowning or death or disablement from exposure as the

direct result of misfortune to the aircraft is connection with a flight covered hereunder.

- (e) It is agreed that if a passenger disappears and his body is not found within a reasonable period of time, or a maximum period of one year, and the Underwriters, having examined all available evidence, shall have no reason other than to presume his death in circumstances rendering them liable for the payment of the death benefit under this Endorsement they shall at the request of the Insured forthwith pay such benefit, but if the passenger is subsequently found to be living the Insured shall take all reasonable steps to recover on behalf of the Underwriters any sums so paid.
- (f) Except as provided by Conditions (d) and (e) above accidental death shall not be presumed by reason of the disappearance of any passenger.

The Schedule

Description of Aircraft

F.A.A. Reg. N°	Make, Model and Type *	Declared maximum number of Passengers to be carried at any one time
_____	_____	_____

* Landplane, Seaplane, Skiplane, Amphibian or Rotorcraft

Limits of Settlement

Each Passenger

US\$ _____

Each Accident

US\$ _____

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this Endorsement is subject to the terms, exclusions, conditions and limitations of the policy to which it is attached.

AVN.34