

PASSENGER VOLUNTARY SETTLEMENT ENDORSEMENT

1. In consideration of an additional premium of _____, it is agreed that the Insurers will at the request of and regardless of legal liability of the Named Insured offer settlement on the basis of the benefits hereinafter set forth in respect of bodily injury sustained by any passenger caused by an Accident provided that at the time of such Accident causing such bodily injury the Passenger Liability Section 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 (or any combination thereof) the amount offered shall not exceed the amount expressed as the limit of settlement for "each passenger" shown below; 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" shown below.

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" shown below.

Subject to the limit for "each passenger" the total of the amounts which the Insurers shall offer on account of bodily injury sustained by two or more passengers in any one Accident shall not exceed the amount expressed as the limit of settlement for "each Accident" shown below.

3. DEFINITIONS

"ACCIDENT" means any one accident or series of accidents arising out of one event.

"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 ophthalmologist.

"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

The Insurers 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 any Company as his insurer may be held liable under workers compensation, employers liability, unemployment compensation or disability benefits law or any similar law;

- for bodily injury to any passenger caused by 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;
- for bodily injury to any passenger caused by 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);
- for bodily injury to any passenger carried for hire or reward;
- for bodily injury to any member of the flight or cabin crew.

5. ADDITIONAL CONDITIONS

- (a) The Insured shall furnish, as soon as practicable after each request from the Insurers, reasonably obtainable information pertaining to bodily injury sustained by passengers. In the event of death immediate notice must be sent to the Insurers.
- (b) In consideration of any settlement under the provisions of this Endorsement and as a condition precedent thereto, the Insurers shall be provided with a full legal release for all claims for damages against the Insured and/or any other party(ies) protected by this Policy from the injured passenger and/or any person having a cause of action for such bodily injury.

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 Insurers may, at their option, withdraw the offered voluntary settlement, without notice, in which circumstances the Insurers 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 injury, such claim suit or demand shall be considered as refusal to accept such voluntary settlement and the obligations of the Insurers as expressed in the Passenger Liability Section of the Policy to which this Endorsement is attached, shall be available as fully and completely as if this Endorsement had not been issued.

Limits of Settlement

Each passenger

Each Accident

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.

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