

## **PASSENGER LIABILITY (MUTUAL REVISION & SPECIAL CONTRACTS)**

### **CLAUSE**

1. As used herein " Warsaw Convention " means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, October 12<sup>th</sup> 1929 or any amendment or supplement to that Convention whether by means of Protocol, additional, new or supplemental Convention or otherwise.
  
2. **MUTUAL REVISION.** If at any time during the currency of this policy the Insured's legal liability may be affected by any one or any combination of the following events :
  - (a) Any ratification or denunciation of, or accession or adherence to, the Warsaw Convention or if the Warsaw Convention ceases to apply in respect of any State or Territory where it was previously in force.
  
  - (b) Any alteration of liability by national legislation or in conformity with any Government or other official requirement  
THEN notwithstanding any other provisions of the policy, and in contemplation of any of the above events, either the Insured or the Underwriters shall have the right to request a revision of terms and conditions. Revised terms and conditions agreed by the parties hereto shall, unless otherwise agreed, become operative if and when the events (or event) relevant to the aforesaid revision become(s) effective.  
If no agreement is reached on revised terms and conditions on the expiry of 60 days from the date of a written request for the aforesaid revision, then either party shall have the right to give 30 days notice of cancellation of the policy.
  
3. **SPECIAL CONTRACTS.** Subject to the prior approval of Underwriters and in consideration of additional premium this policy may be extended to cover the Insured's legal liability in respect of Special Contracts. As used herein " Special Contract " means
  - (i) an agreement between the Insured and a passenger for a higher limit of liability in accordance with Article 22(1) of the Warsaw Convention, or
  
  - (ii) any other agreement between the Insured and a passenger whereby the Insured assumes increased legal liability in respect of the passenger's death or injury

Special Contracts which have been approved as aforesaid are identified by the documents annexed hereto being either Specimen Tickets, Tariff(s), Conditions of Contract or of Carriage, and Notices to Passengers, or alternatively Copies of Agreements between carriers requiring the parties thereto to enter into Special Contracts.

4. Nothing herein shall be deemed to alter the limits of Underwriters liability as specified in the Policy. Any condition of the Policy relating to contractual agreements is varied only as may be necessary to the extent herein provided.

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