

## AIRLINE FINANCE/LEASE CONTRACT ENDORSEMENT

It is noted that the **Contract Party(ies)** have an interest or interests in respect of the **Equipment** under the **Contract(s)**. Accordingly, with respect to losses occurring during the period from the **Effective Date** until (i) the date and time at which the Insurance expires or, if earlier, (ii) the date and time at which the Insured has no further obligation to insure the **Equipment** under the **Contract(s)**, as notified in writing by the **Designated Contract Party** to the Insurers (via the Appointed Broker, if any) (such notification to be given promptly and in any event within 30 days after such date), and in consideration of the **Additional Premium**, it is confirmed in respect of the said interest(s) of the **Contract Party(ies)** that the Insurance afforded by the Policy is in full force and effect, and it is further agreed that the following provisions are specifically endorsed to the Policy:-

### 1. Under the Hull and Aircraft Spares Insurances

- 1.1 In respect of any claim on **Equipment** that becomes payable on the basis of a Total Loss, settlement (net of any relevant **Policy Deductible**) shall be made to, or to the order of the **Contract Party(ies)**. In respect of any other claim, settlement (net of any relevant **Policy Deductible**) shall be made with such party(ies) as may be necessary to repair the **Equipment** unless otherwise agreed after consultation between the Insurers and the Insured and, where necessary under the terms of the **Contract(s)**, the **Contract Party(ies)**.

Such payments shall only be made provided they are in compliance with all applicable laws and regulations.

- 1.2 Insurers shall be entitled to the benefit of salvage in respect of any property for which a claims settlement has been made.

### 2. Under the Legal Liability Insurance

- 2.1 Subject to the provisions of this Endorsement, the Insurance shall operate in all respects as if a separate Policy had been issued covering each party insured hereunder, but this provision shall not operate to include any claim howsoever arising in respect of loss or damage to the **Equipment** insured under the Hull or Spares Insurance of the Insured. Notwithstanding the foregoing the total liability of Insurers in respect of any and all Insureds shall not exceed the limits of liability stated in the Policy.

- 2.2 The Insurance provided hereunder shall be primary and without right of contribution from any other insurance which may be available to the **Contract Party(ies)**.

- 2.3 This Endorsement does not provide coverage for any **Contract Party** with respect to claims arising out of its legal liability as manufacturer of, or performer of maintenance, repairs or other operational activities on, the **Equipment**.

- 2.4 The coverage afforded by the Policy is amended by this Endorsement to provide coverage in respect of the liability of the **Contract Party(ies)** to the pilots and crew of the **Equipment** (excluding liability to those pilots and crew employed by the **Contract Party(ies)**), on the basis that for the purposes of providing such coverage under this Endorsement, such pilots and crew shall be deemed to be passengers.

### 3. Under the Hull and Aircraft Spares Insurances and the Legal Liability Insurances

- 3.1 The **Contract Party(ies)** are included as Additional Insured(s).

- 3.2 The cover afforded to each **Contract Party** by the Policy in accordance with this Endorsement shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the Policy PROVIDED THAT the **Contract Party** so protected has not caused, contributed to or knowingly condoned the said act or omission.
- 3.3 Nevertheless, no **Contract Party** shall be entitled to claim a loss by theft or alleged theft of the **Equipment** under the hull insurances by reason of the actual or alleged dispossession or refusal or failure to redeliver the **Equipment** by the Insured or any other **Contract Party**, but this shall not exclude any claim by a **Contract Party** by reason of loss of or damage to the **Equipment** (other than loss by such theft) during the period of this Endorsement.
- 3.4 The provisions of this Endorsement apply to each **Contract Party** solely in its capacity as financier, lessor or lease servicer or manager under the **Contract(s)** and not in any other capacity. Knowledge that any **Contract Party** may have or acquire or actions that it may take or fail to take in that other capacity (pursuant to any other contract or otherwise) shall not be considered as invalidating the cover afforded by this Endorsement. For this purpose "lease servicer or manager" means a **Contract Party** who is appointed by one or more other **Contract Party(ies)** to provide services relating to the **Equipment** in connection with the **Contract(s)** (other than services of a kind specified in paragraph 2.3 above).
- 3.5 The **Contract Party(ies)** shall have no responsibility for premium, and Insurers shall waive any right of set-off or counterclaim against the **Contract Party(ies)** except in respect of outstanding premium in respect of the **Equipment**.
- 3.6 Upon payment of any loss or claim to or on behalf of any **Contract Party(ies)**, Insurers shall to the extent and in respect of such payment be thereupon subrogated to all legal and equitable rights of the **Contract Party(ies)** indemnified hereby (but not against any **Contract Party**). Insurers shall not exercise such rights without the consent of those indemnified, such consent not to be unreasonably withheld. At the expense of Insurers such **Contract Party(ies)** shall do all things reasonably necessary to assist the Insurers to exercise said rights.
- 3.7 Except in respect of any provision for Cancellation or Automatic Termination specified in the Policy or any endorsement thereof, cover provided by this Endorsement may only be cancelled or materially altered in a manner adverse to the **Contract Party(ies)** by the Insurers giving not less than 30 days' notice in writing to the **Contract Party(ies)** (via the **Appointed Broker**, if any). Notice shall be deemed to commence from the date such notice is given by the Insurers. Such notice will NOT, however, be given at normal expiry date of the Policy or any endorsement.

**EXCEPT AS SPECIFICALLY VARIED OR PROVIDED BY THE TERMS OF THIS ENDORSEMENT:-**

1. **THE CONTRACT PARTY(IES) ARE COVERED BY THE POLICY SUBJECT TO ALL TERMS, CONDITIONS, LIMITATIONS, WARRANTIES, EXCLUSIONS AND CANCELLATION PROVISIONS THEREOF.**
2. **THE POLICY SHALL NOT BE VARIED BY ANY PROVISIONS CONTAINED IN THE CONTRACT(S) WHICH PURPORT TO SERVE AS AN ENDORSEMENT OR AMENDMENT TO THE POLICY.**

## SCHEDULE IDENTIFYING TERMS USED IN THIS ENDORSEMENT

1. **Equipment**<sup>1</sup>:
2. **Policy Deductible** applicable to physical damage to the **Equipment**<sup>2</sup>:
3. (a) **Contract Party(ies)**:  
**AND (b)**, in addition, in respect of Legal Liability Insurances:
4. **Contract(s)**:

and references in this Endorsement to “the **Contract(s)**” mean the contract(s) listed above, as amended or supplemented from time to time.

5. **Designated Contract Party**:
6. **Effective Date**<sup>3</sup>:
7. **Additional Premium**:
8. **Appointed Broker**:

AVN 67C

2 August 2007

*In common with all AICG produced AVN Clauses, this Clause is published by AICG, but it is expressly non-binding and AICG makes no recommendation as to its use in particular policies. Insurers are of course free to offer different policy wordings and clauses to their policy holders.*

---

<sup>1</sup> Specify details of any aircraft, engines or spares to be covered.

<sup>2</sup> Insert all applicable Policy deductibles.

<sup>3</sup> Insert the date when the **Contract Party(ies)** acquire their interests in the **Equipment**, or the policy renewal date, as applicable.