

## PILOT'S HULL DEDUCTIBLE INSURANCE POLICY

Whereas the Insured named in the Schedule has, by a proposal and declaration which shall be the basis of this contract and are deemed to be incorporated herein, applied to SANTAM LIMITED (hereinafter called "the Insurer") for the insurance hereinafter set out and has paid the premium specified in the Schedule.

THE INSURER HEREBY AGREES, subject to the Exclusions, Limitations and Conditions contained herein or endorsed hereon, to indemnify the Insured up to the sum stated in the Schedule for liability incurred as a direct result of the insured person having piloted an aircraft which is covered under the Aircraft Owner's or Operator's Hull All Risks Insurance Policy, and in respect of which a valid and collectible claim can be made or could be made save only for any deductible provision contained therein. The coverage afforded by this Policy shall be limited, to either

- a) The amount of the deductible payable in terms of the Aircraft Owner's or Operator's Hull All Risks Insurance Policy, or
- b) The cost of repairing or making good the loss or damage, or
- c) The maximum sum insured stated in the Schedule, whichever is the lesser.

### CONDITIONS

1. The Insured shall not hold or be named as an Insured on a full aircraft Hull All Risks Insurance Policy relating to the aircraft in respect of which a claim is made hereunder.
2. Full aircraft Hull All Risks Insurance must be in force on the aircraft in respect of which a claim is made hereunder.
3. The Insured shall comply with all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the aircraft.
4. This insurance is on a "One Claim Only" basis and is subject to reinstatement for the continuance of cover.
5. This insurance only covers standard-type, fixed-wing piston engined aircraft piloted by the Insured only.
6. Should the Insured attract a higher deductible than that originally stated on the Policy, the difference between the lower and higher amount remains uninsured.
7. The Insured shall upon knowledge of an event likely to give rise to a claim under the Policy, give immediate advice to the Insurer or their authorised representatives.
8. This insurance may be cancelled by either the Insured or the Insurer giving 10 days notice in writing of such cancellation. If cancelled by the Insurer they will return a pro rata portion of the premium in respect of the unexpired period of the policy. If cancelled by the Insured a return premium shall be at the discretion of the Insurer.

## DATE RECOGNITION EXCLUSION CLAUSE

*This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, delict, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):*

(a) *the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time date or information in connection with:*

- *the change of year from 1999 to 2000; and/or*
- *the change of date from 21 August 1999 to 22 August 1999; and/or*
- *any other change of year, date or time;*

*whether on or before or after such change of year, date or time;*

(b) *any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;*

(c) *any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;*

*and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.*

**AVN 2000 (RSA)**