



GLIDER INSURANCE POLICY RSA

Whereas the insured named in the schedule hereto has, by a proposal or declaration which shall be the basis of this policy and is deemed to be incorporated herein, applied to Santam Limited (hereinafter called "the insurer") for the insurance hereinafter set out and conditional upon the prior payment of the premium specified in the schedule hereto by or on behalf of the insured and the receipt by or on behalf of the insurer,

the insurer hereby agrees subject to the conditions, warranties, terms, exclusions, deletions, definitions, clauses and limitations contained herein or endorsed hereon to insure against loss, damage or liability as provided in the sections of this policy which shall be specified in the schedule hereto as being operative and applicable but only in respect of an "accident" (hereinafter defined) which has occurred during the period of insurance as stated in the schedule hereto or any subsequent period of insurance in respect of which the insured has paid to the insurer and the insurer has accepted the premium required for the renewal of this insurance.

This insurance contract is conditional upon and will only come into effect following payment of the premium by or on behalf of the insured and the receipt thereof by or on behalf of the insurer.

SECTION I

LOSS OF OR DAMAGE TO AIRCRAFT

1. COVERAGE

- (a) The insurer will at its option pay for, replace or repair accidental loss of or damage to the aircraft (herein defined) whilst being launched, in flight or on the ground and in respect of motorised gliders, whilst in flight, taxiing or on the ground (hereinafter defined) including whilst being transported by road in a glider trailer (as hereinafter defined).
- (b) In addition to the insurer will pay the reasonable cost of removing the aircraft from the scene of any accident to the nearest repairers and for delivery to the insured, at the location where the aircraft is normally housed.
- (c) With respect to such insurance as is afforded by this policy, the insurer will also pay the cost of salvaging the aircraft and will pay any salvage charges for which the Insured becomes legally liable.
- (d) The insurer will also at its option pay for, replace or repair accidental loss of or damage to the glider trailer (as specified in the schedule hereto) which is specifically designed for the transport of the aircraft by road whilst in transit or whilst parked where aircraft is normally housed.

2. EXCLUSIONS APPLICABLE TO THIS SECTION ONLY

The insurer shall not be liable for:

*Wear and tear,
breakdown*

- (a) loss or damage occasioned by wear and tear, gradual deterioration, electrical or mechanical breakage or breakdown, defect or failure howsoever caused in any Unit (hereinafter defined) of the aircraft and the consequences thereof within such unit;
- (b) damage to any unit by anything which has a progressive or cumulative effect but damage attributable to a single recorded incident is covered under paragraph 1 above;

3. CONDITIONS APPLICABLE TO THIS SECTION ONLY

(i) If the aircraft is damaged:

*Dismantling and
repairs*

- (a) no dismantling or repairs shall be commenced without the consent of the insurer, except whatever is necessary in the interests of safety or to prevent further damage or to comply with orders issued by the appropriate authority;
- (b) the insurer will pay for the repairs and transport of labour and materials by the most economical method unless the insurer agrees otherwise with the insured.

*Payments or
replacement*

(ii) If the insurer exercises its option to pay for or replace the aircraft:-

- (a) the insurer may take the aircraft (together with all documents and/or records, registration and title thereto) as salvage;
- (b) the cover afforded by this section is terminated in respect of the aircraft even if the aircraft is retained by the insured for valuable consideration or otherwise;
- (c) the replacement aircraft shall be of the same model and type and in reasonably like condition unless otherwise agreed with the insured.

*Amounts to be
deducted from
claims*

(iii) There shall be deducted from each claim under paragraph 1(a) of this section:

- (a) the amount specified in the schedule hereto and;
- (b) such proportion of the "overhaul cost" (hereinafter defined) of any unit repaired or replaced as the used time bears to the "overhaul life" (hereinafter defined) of the unit

This sub-paragraph shall not apply to claims settled on a Total Loss, Constructive Total Loss or Arranged Total Loss Basis.

- Agreed value* (iv) In the event of the total destruction or loss of any aircraft described in the schedule, the agreed value set against such a aircraft therein, will be paid in full, less any applicable deductible
- Engine endorsement in respect of motorised gliders* (v) Any claim in respect of an engine is restricted to loss or damage caused by theft, lightning, flood, outbreak of fire external to the Engine or by sudden and unexpected impact with a foreign object requiring immediate withdrawal of the engine from service. As used herein "Engine" means an engine for propulsion or auxiliary power complete with all parts necessary for test cell running.
- No abandonment* (vi) Unless the insurer elects to take the aircraft as salvage, the aircraft shall at all times remain the property of the insured who shall have no right of abandonment to the insurer. The fact that the insurer has dealt with the aircraft in any way whatsoever shall not be construed in such a manner so as to warrant the conclusion that the insurer has made an election in terms of this policy.
- Other insurance* (vii) No claim shall be payable under this section if other insurance which is payable in consequence of loss or damage covered under this section has been or shall be effected by or on behalf of the insured without the knowledge or consent of the insurer.
- Reinstatement clause* (viii) In the event of loss whether or not covered by this policy, the amount of insurance in respect of any aircraft shall be reduced as of the time and date of loss by the amount of such loss and such reduced value shall continue until repairs are commenced. The insurance shall then be increased by the value of the completed repairs until the amount of insurance is fully reinstated or the policy has expired.

SECTION II

BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Excluding passenger liability)

1. COVERAGE

The insurer will indemnify the insured for all sums which the insured shall become legally liable to pay, as compensatory damage (including costs awarded against the insured) in respect of accidental bodily injury (fatal or otherwise) and accidental damage to property caused by the aircraft or by any person or object falling therefrom.

2. EXCLUSIONS APPLICABLE TO THIS SECTION ONLY

- (i) The insurer shall not be liable for claims arising from:

- Directors, Employees and others* (a) injury (fatal or otherwise) or loss sustained by any director or employee of the insured or partner in the insured's business whilst acting in the course of his employment with or duties for the insured;
- Operational crew* (b) injury (fatal or otherwise) or loss sustained by the pilot or other crew whilst engaged in the operation of the aircraft;
- Passengers* (c) injury (fatal or otherwise) or loss sustained by any passenger whilst entering, on board, or alighting from the aircraft;
- Property* (d) loss of or damage to any property belonging to or in the care, custody or control of the insured;
- Conveyance by road* (e) injury (fatal or otherwise) or property damage caused by the Gilder trailer.
- Noise and pollution and other perils exclusion clause* (ii) This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
- (b) pollution and contamination of any kind whatsoever;

(c) electrical and electromagnetic interference;

(d) interference with the use of property

unless caused by or resulting in a crash, fire, explosion or collision, or a recorded inflight emergency causing abnormal aircraft operation.

Nothing herein shall override General Exclusion 8.

3. LIMITS OF INDEMNITY APPLICABLE TO THIS SECTION ONLY

Limits

The liability of the insurer under this section shall not exceed the amount stated in the schedule hereto. The insurer will in addition pay any legal costs and expenses incurred with their written consent in defending any action which may be brought against the insured in respect of any claim for compensatory damages covered by this section but should the amount paid or awarded in settlement of such claims exceed the limit of indemnity then the liability of the insurer in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the limit of indemnity bears to the amount paid for compensatory damages.

SECTION III

BODILY INJURY AND PROPERTY DAMAGE LIABILITY TO PASSENGERS

1. COVERAGE

The insurer will indemnify the insured in respect of all sums which the insured shall become legally liable to pay and shall pay, as compensatory damage (including costs awarded against the insured) in respect of:

- (a) accidental bodily injury (fatal or otherwise) to passengers whilst entering, on board or alighting from the aircraft and
- (b) loss or damage to the baggage and personal articles of passengers arising out of an accident to the aircraft.

Provided always that

Documentary precautions

before a passenger boards the aircraft the insured shall take such measures as are necessary to exclude or limit liability for claims under (a) and (b) above to the extent permitted by law.

Effect of non-compliance

In the event of failure to comply with this proviso the limit of indemnity by the insurer under this section shall not exceed the amount of the legal liability, if any, that would have existed had the proviso been complied with

Flying instruction

Whenever the aircraft is being used for the purpose of flying instruction the liability of the insurer in terms of this section is not extended to either the instructor or the pilot undergoing such instruction neither of those being regarded as a passenger.

2. EXCLUSIONS APPLICABLE TO THIS SECTION ONLY

The insurer shall not be liable for injury or loss:

(i) sustained by any

*Member of the household
Employees and others*

(a) members of the household or family of the insured,

(b) director, employee of the insured or partner in the insured's business whilst acting in the course of his employment with or duties for the insured.

Operational crew

(c) member of the flight or other crew whilst engaged in the operation of the aircraft,

Number of passengers

(ii) whilst the total number of passengers being carried in the aircraft exceeds the declared maximum number of passenger seats stated in the schedule hereto.

3. LIMITS OF INDEMNITY APPLICABLE TO THIS SECTION

The liability of the insurer under this section shall not exceed the amount stated in the schedule hereto. The insurer will in addition pay any legal costs and expenses incurred with its written consent in defending any action which may be brought against the insured in respect of any claim for compensatory damages covered by this section but should the amount paid or awarded in settlement of such claims exceed the limit of indemnity then the liability of the insurer in respect of such legal costs and expenses shall be limited to such proportion of the said legal costs and expenses as the limit of indemnity bears to the amount paid for compensatory damages.

4. SPECIAL CONDITIONS APPLICABLE TO SECTIONS II AND III

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| <i>Insurer requiring claim to be contested</i> | (i) The insurer agrees that in the event of it requiring any claim to be contested by the insured, it will pay all costs, charges and expenses in connection therewith subject nevertheless to the following conditions: |
| <i>Costs, charges, expenses incurred by the insured</i> | (a) If the claim be successfully resisted by the insured, the insurer will pay all costs, charges and expenses incurred by the insured in connection therewith up to but not exceeding the limits of liability under Sections II and III. |
| <i>Limits of liability</i> | (b) If a payment exceeding the sum insured has to be made to dispose of a claim, the liability of the insurer to pay any costs, charges and expenses in connection therewith shall be limited to such proportion of the said costs, charges and expenses as the limits of liability under Sections II and III bears to the amount paid to dispose of the claim. |
| <i>Reimbursement</i> | (ii) The insurer agrees to reimburse the insured for expenses, other than loss of earnings, incurred at the insurers request. |
| <i>Amounts incurred</i> | (iii) The insurer agrees to pay amounts incurred under these special conditions, except settlements of claims and suits, in addition to the applicable limits of liability of this policy. |

5. SPECIAL EXCLUSIONS APPLICABLE TO SECTIONS II AND III

This insurance does not apply

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| <i>Liability under workmen's compensation law</i> | (a) To bodily injury, sickness, disease or death of any employee of the insured while engaged in the duties of his employment or to any obligation for which the insured or any company as his insurer may be held liable under any workmen's compensation law. |
| <i>Property under hire purchase agreement and other property</i> | (b) The liability in respect of damage to property belonging to the insured or held by the insured under hire purchase agreement, or property being carried in the aircraft or being loaded therein to or unloaded therefrom, other than as provided for under Section III sub-paragraph (b) in applicable. |

SECTION IV

(A) GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

This policy does not apply:

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| <i>Purpose and manner of use</i> | 1. whilst the aircraft is being used for any illegal purpose or for any purpose other than that stated in the schedule hereto; |
| <i>Geographical limits</i> | 2. whilst the aircraft is outside the geographical limits stated in the schedule hereto; |
| <i>Pilots</i> | 3. whilst the aircraft is being piloted by any person other than as stated in the schedule hereto, except that the aircraft may be operated on the ground by any person competent for that purpose and entitled by law to do so; |
| <i>Launching sites</i> | 4. whilst the aircraft is being prepared for launching or actually being launched on or from a site other than a recognised aerodrome or a suitable site habitually used for the purpose of launching gliders and recognised and/or authorised for this purpose by the appropriate authorities. |

- Aerobatic flying* 5. whilst the aircraft is being used for aerobatic flying, other than aerobatics as approved and permitted by the manufacturer's specification.
- Contractual liability* 6. to liability assumed by the insured under any agreement or contract unless such liability would have attached to the insured in the absence of any such agreement.
- However, this exclusion shall not apply in the event of the insured or the employees or agents of the insured accepting conditions which excluded or limit liability in respect of loss of or damage to the aircraft imposed by:
- (i) repair, servicing or maintenance organisations (who undertake any repairs to or maintenance of the aircraft)
 - (ii) hangarkeepers and suppliers of fuel
 - (iii) any airport owner or airport licence holder
- Non-contribution* 7. to claims which are payable under any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected;
- Nuclear risks* 8.
- (i) to loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) in respect of any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- War hijacking and other perils* 9. to claims caused by:-
- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power, or attempts at usurpation of power;
 - (b) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - (c) strikes, riots, civil commotions or labour disturbances;
 - (d) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
 - (e) any malicious act or acts of sabotage;
 - (f) confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority;
 - (g) hijacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the insured.

Furthermore this policy does not cover claims arising whilst the aircraft is outside the control of the insured by reason of any of the above perils.

The aircraft shall be deemed to have been restored to the control of the insured on the safe return of the aircraft to the insured at an airfield not excluded by the geographical limits of this policy and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

Wilful and/or malicious acts of the insured 10. in respect of any damage which is attributable to the wilful and/or malicious act of the insured or any agent or servant of the insured or other person under the control of the insured acting within the scope of this employment of authority.

Storm damage 11. this policy does not apply to loss, damage or liability directly caused by storm damage when the aircraft is parked outside in the open.

Hail damage

12. HAIL DAMAGE

It is hereby agreed and accepted that in the event of any aircraft (insured in terms of this policy) having been damaged due to hail strike on the ground and not being fully and completely repaired and reinstated in this condition immediately prior or the said hail strike at the time of the inception of the risk under this policy, all and any further hail damage of whatever nature sustained by the aircraft whilst on the ground is specifically excluded. The insurer's obligation to indemnify the insured in respect of such further hail damage shall only come into being in the event of the insured discharging its onus to satisfy the insurers that the hail damage caused prior to the inception of the risk has been fully and completely repaired and the aircraft reinstated

In the event of the insured aircraft suffering any additional hail damage on the ground subsequent to the inception of the risk and in consequence is rendered unairworthy, the insurers agree to make good the repairs to render the aircraft airworthy insofar as it relates to the said hail damage.

(B) WARRANTIES APPLICABLE TO ALL SECTIONS

The insured warrants:

Compliance with Air Navigation Orders etc. 1. compliance with all air transportation, air navigation and airworthiness enactments, regulations, rules, orders and requirements issued by any competent authority affecting the safe operation of the aircraft. Nevertheless, the insured shall ensure

(a) that the aircraft is airworthy at the commencement of each flight;

(b) that the trailer is road worthy at the commencement of each trip;

(c) that (as far as may be reasonably possible), the employees and agents of the Insured shall comply with such enactments, regulations, rules, orders and requirements;

Variation in risk 2. that should there be any change in the circumstances or nature of the risks which are the basis of this contract the immediate notice thereof shall be given to the insurer and no claim arising subsequent to such change shall be recoverable hereunder unless such change has been accepted by the insurer.

Flying instruction 3. that any flying instruction of whatsoever nature shall be effected by or under the supervision of a duly qualified licensed instructor only.

(C) GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Due observance 1. The due observance and fulfilment of the terms, conditions and endorsements of the policy shall be condition precedent to any liability of the insurer to make any payment under this policy.

Due diligence 2. The insured shall at all times use due diligence and do and concur in doing everything reasonably practicable to avoid or diminish any loss hereon.

Claims 3. The insured shall as soon as practicable after the same shall have come to his knowledge

(a) give notice to the insurer of any event likely to give rise to a claim under this policy and in all cases the insured shall:

(i) furnish full particulars in writing of such accident, loss or damage and produce to the company all such logbooks, estimates, vouchers, explanations and information as the insurer shall reasonably require and verify the correctness thereof in such manner as the insurer shall reasonably require.

(b) give notice to the insurer of any claim by third parties or passengers in respect of such accident loss of damage forwarding to the company any original letters or documents relating thereto. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligations or incur any expense other than for such immediate medical or surgical relief to others as shall be imperative at the time of accident, and shall on the happening of any such accident, loss or damage use his utmost endeavours to obtain the names and addresses of witnesses and all parties concerned;

(c) render such further information and assistance such as the insurer may reasonably require;

- Insurer entitled to take control*
4.
The insurer shall be entitled (if it so elects) at any time for as long as it desires, to take absolute control of all negotiations and proceedings and in the name of the insured to settle, defend or pursue any claim.
- Subrogation*
5.
Upon an indemnity being given or a payment being made by the insurer under this policy, it shall be subrogated to the rights and remedies of the insured who shall co-operate with and do all things necessary to assist the insurer to exercise such rights and remedies.
- More than one insured*
6.
Notwithstanding the inclusion herein of more than one insured whether by endorsement or otherwise the total liability of the insurer in respect of any or all insureds shall not exceed the limit(s) of indemnity stated in the schedule hereto.
- False and fraudulent claims*
7.
If the insured or his agent or employee shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this policy shall become void and all claims hereunder shall be forfeited.
- Prescription*
8.
In the event of an incident which may or does give rise to a claim or claims under any section of the policy, the insured shall comply with the obligations set out in General Condition 3. If after due and proper notice has been given by the insured to the insurer, the latter concludes and advises that the insured is not entitled to any protection or indemnity under the policy in its entirety or under any section thereof, albeit for claims at that time or at any time in the future, all benefit under this policy, under all sections thereof, shall be forfeited by the insured unless legal action for protection under the policy is instituted within nine months of the date of the insurers advising the insured or its agent of the decision not to afford any benefit whatsoever to the insured.
- Cancellation, substitution, addition, deletion or alteration*
9.
This policy may be cancelled by the insured by surrender thereof or by mailing to the insurer written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the insurer by mailing to the insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the insured or by the insurer shall be equivalent to mailing.

If the insurer cancels, earned premium shall be computed pro-rata premium adjustment and may be made at the time cancellation is effected and, if not then made, shall be made as soon as practicable after cancellation becomes effective.

The insurer's cheque or the cheque of its representative mailed as aforesaid shall be sufficient tender of any refund or premium due to the insured.

In the event of cancellation of this insurance by the insured or in the event of substitution addition and deletion of aircraft and/or alteration of cover, the minimum premium in respect of each aircraft shall be calculated as set forth below, unless otherwise agreed by the insurer. No return of premiums will be made in respect of any aircraft which has been the subject to a claim hereunder:

MINIMUM PREMIUM

1 month	.....	20% of annual
2 months	.....	30% of annual
3 months	.....	40% of annual
4 months	.....	50% of annual
5 months	.....	60% of annual
6 months	.....	70% of annual
7 months	.....	80% of annual
8 months	.....	90% of annual
9 months	.....	100% of annual

- Premium payment* 10. The premium under this policy is payable on or before inception date or renewal date as the case may be. The insurer shall not be obliged to accept premium tendered to it after such date but may do so upon terms as it, in its sole discretion may determine.
- Assignment* 11. This policy shall not be assigned in whole or in part except with the consent of the insurer verified by endorsement hereon.
- Not marine insurance* 12. This policy is not and the parties hereto expressly agree that it shall not be construed as a policy of marine insurance.
- Interpretation* 13. Wording in the margins is purely for reference purposes and shall not be used in the interpretation of this policy.

(D) DEFINITIONS

- (a) **“The Aircraft”** shall be held to mean Glider(s), motorised Gliders and sailplanes and shall include (but not by way of limitation) the airframe, equipment, instruments, oxygen and radio, including such components whilst detached from the aircraft, provided that similar parts have not been replaced in the aircraft.

If the insurance by this policy covers two or more aircraft, the terms, conditions, exceptions, limitations and definitions of this insurance shall apply separately to each aircraft.

- (b) **“Glider Trailer”** shall mean any trailer which has been specifically designed to transport a glider by road.
- (c) **“Accident”** means any one accident or series of accidents arising out of one event.
- (d) **“Unit”** means a part or an assembly of parts (including any sub-assemblies) of the aircraft which has been assigned an overhaul life as a part or an assembly. Nevertheless an engine complete with all parts normally attached when removed for the purpose of overhaul or replacement shall together constitute a single unit.
- (e) **“Overhaul life”** means the amount of use or operational and/or calendar time which according to the Airworthiness Authority, determines when overhaul or replacement of a unit is required.
- (f) **“Overhaul cost”** means the costs of labour and materials which are or would be incurred in overhaul or replacement (whichever is necessary) at the end of the overhaul life of the damaged or a similar unit.
- (g) **“In flight and launching”** shall be held to mean the time commencing when the aircraft begins to move forward during the launching operation or attempt thereof and continuing thereafter until the aircraft ceases to travel forward under its own momentum after making contact with the ground.
- (h) **“Flight”** means from the time the aircraft moves forward in taking off or attempting to take off, whilst in the air, and until the aircraft completes its landing run.
- (i) **“Taxying”** means movement of the aircraft under its own power other than flight as defined. Taxying shall not be deemed to cease merely by reason of a temporary halting of the aircraft.
- (j) **“Ground”** means while the aircraft is not in flight or taxying as defined.
- (k) **“Passenger”** wherever used in the policy shall be held to mean any person other than the pilot or crew member, in, on, or boarding the aircraft for the purpose of riding therein, or alighting therefrom following a flight or attempted flight therein.

SPECIAL EXTENSIONS

1. BREACH OF AIR NAVIGATION REGULATIONS

It is hereby declared and agreed that notwithstanding anything contained in the wording of the policy any breach of air navigation and/or airworthiness orders and requirements or contraventions of the insured's flying instructions and regulations without the insured's knowledge and consent shall not invalidate a claim by the insured under this policy, but the individual causing such breach or contravention shall not be entitled to indemnity hereunder.

2. UNAUTHORISED USE CLAUSE – THEFT ONLY

This policy includes cover for loss, damage and liability of the insured as defined herein whilst the insured aircraft is used in a place and/or a manner and/or by person not permitted by this policy following the theft of the said aircraft PROVIDED the insured takes precautions to prevent such theft. Nothing in this clause shall extend this policy to indemnify an unauthorised person in respect of any claim for which they may be liable.

3. PILOT'S INDEMNITY CLAUSE

The indemnity under sections II and III of this policy shall include the legal liability of any pilot described in the schedule who flies the aircraft with the express knowledge and consent of the insured in respect of injury or damage as defined in the relative section but not so as to increase the liability of the insurer beyond the amount which it would have been liable to pay in respect of such injury or damage if liability had devolved upon the insured.

Provided always that

- (i) at the time of any accident giving rise to a claim under this extension the said pilot:
 - (a) is not entitled to indemnity under any other policy;
 - (b) shall as though he were the insured observe, fulfil and be subject to all warranties, terms, exclusions, deletions, definitions, conditions and clauses contained in the policy so far as they can apply.
- (ii) the insurer shall not be liable under this extension in respect of claims by the insured.
- (iii) for the purpose of this extension the word "insured" wherever it appears in the Exclusions appearing in Sections II and III shall be understood to mean
 - (a) the insured named in the policy
and/or
 - (b) any pilot as aforesaid in respect of whom this section is operative.

4. AIRFREIGHT OF SPARES

In the event of the insured aircraft sustaining damage constituting a valid claim in terms of section I of this policy and necessitating the importation of aircraft spare parts the insurer shall be liable for the cost of transportation by air or such spare parts subject to a maximum of 15% of the sum insured of such damaged aircraft.