

DOCUMENTS OF CARRIAGE CLAUSE

1. It is a condition of this Policy that the Insured will take all reasonable steps to ensure that
 - (a) before a passenger boards the Aircraft, or when the Insured takes charge of registered/checked baggage and/or cargo, the appropriate Document of Carriage (correctly completed so as to identify the contract of carriage and to exclude or limit the Insured's legal liability) is delivered to the passenger or consignor/shipper as the case may be
 - (b) suitable evidence of compliance with the foregoing is preserved and made available to Insurers upon request.
2. In the event of failure by the Insured to comply with the foregoing condition, the amount of Insurers' liability shall not exceed the sum for which the Insured would have been legally liable if the aforesaid failure had not occurred, subject always to the Policy limits.
3. As used herein:

"Document of Carriage" means a passenger ticket, baggage ticket/check or an air consignment note/air waybill (whichever is relevant to liability covered by this Policy) of which the form, the Conditions of Contract (including any applicable Tariff or Conditions of Carriage) and the usage thereof are either

 - (i) in accordance with current and relevant Resolutions adopted by members of the International Air Transport Association

Or

 - (ii) approved in writing by Insurers in any other case.

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