

MUTUAL REVISION CLAUSE (AVIATION LIABILITY)

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 12th 1929 or any amendment or supplement to that Convention whether by means of Protocol, additional, new or supplemental Convention or otherwise.

2. 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 in conformity with any Government or other official requirement or commercial agreement or by means of a Special Contract or Tariff provision in accordance with the Warsaw Convention

THEN notwithstanding any other provisions of the Policy, and in contemplation of any of the above events, either the Insured or the Insurers 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.

3. 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.

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