



Clause

Noise and pollution and other perils exclusion clause AVN 46B

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Noise and pollution and other perils exclusion clause

1. 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 in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the Policy concerning any duty of Underwriters to investigate or defend claims, such provision shall not apply and Underwriters shall not be required to defend:
 - a) claims excluded by Paragraph 1.; or
 - b) a claim or claims covered by the Policy when combined with any claims excluded by Paragraph 1. (referred to below as "Combined Claims").
3. In respect of any Combined Claims, Underwriters shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:
 - a) damages awarded against the Insured and;
 - b) defence fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactivecontamination or other exclusion clause attached to or forming part of this policy.