

Description of Aircraft	Limit of Liability	5TH SCH. —cont.
(d) Other aircraft—		
(i) if the weight of the aircraft fully loaded does not exceed 5,000 pounds.	£10,000, so, however, that not more than £5,000 shall be payable in respect of loss of, or damage to, property.	
(ii) if the weight of the aircraft fully loaded exceeds 5,000 pounds but does not exceed 10,000 pounds.	£10,000, so, however, that, in respect of loss of, or damage to, property, there shall not be payable more than £1 for each pound of the weight of the aircraft fully loaded.	
(iii) if the weight of the aircraft fully loaded exceeds 10,000 pounds but does not exceed 25,000 pounds.	£1 for each pound of the weight of the aircraft fully loaded.	
(iv) if the weight of the aircraft fully loaded exceeds 25,000 pounds.	£25,000.	

2. References in the foregoing Table to pounds of weight shall be construed as references to pounds avoirdupois; and the Minister may by regulations prescribe the manner in which the weight of an aircraft fully loaded is to be ascertained for the purposes of this Schedule, and direct that, in the case of an aircraft of any particular description, such document as may be specified in the regulations, being a document which purports to show the weight of the aircraft fully loaded, shall be evidence of that weight.

SIXTH SCHEDULE

Section 45.

PROVISIONS AS TO POLICIES OF INSURANCE, SECURITIES AND DEPOSITS

Rights and remedies under or in respect of policies and securities

1.—(1) Where a certificate of insurance has been delivered in connection with a policy of insurance, so much of the policy as purports to restrict, or attach conditions to, the insurance of any person insured thereby shall, subject to the provisions of this paragraph, be of no effect as respects any such liability as is required to be covered by a policy under Part IV of this Act:

Provided that nothing in this paragraph shall require an insurer to pay any sum in respect of the liability of any person otherwise than in or towards the discharge of that liability, and any sum paid by an insurer in or towards the discharge of any liability of a person which is covered by the policy by virtue only of this paragraph, shall be recoverable by the insurer from that person.

(2) Nothing in this paragraph shall affect any provision in a policy being a provision which—

(a) restricts the insurance—

- (i) by limiting the period of the insurance, or
- (ii) by limiting the loss or damage insured against to loss or damage caused to persons or property in the United Kingdom, or