



Requirements for Certificates of Insurance

1. Submission of a Certificate of Insurance (COI)

Since June 10th, 2021, IATA has been enforcing the requirement for the submission of a Certificate of Insurance prior to the processing of an Audit Agreement (refer to clause 116 of the onsite Audit Agreement and clause 115 of the remote Audit Agreement). The submission of the Certificate is a condition precedent to the execution of the Audit Agreement, together with the timely payment of the first instalment (clause 5 of the Audit Agreement). *Please note that the clause numbering and content are subject to change depending on the version of the Audit Agreement in effect.*

2. Content Requirements for a Certificate of Insurance

You will need to contact your insurance broker (or your local insurer where applicable) for the issuance of a Certificate of Insurance. All the international aviation brokers and most aviation insurers are familiar with the IOSA certification requirements, for which the specific content requirements can be found in the Audit Agreement under subsection "Insurance," reproduced below for ease of reference:

112. Candidate shall, at its own expense and at all times, maintain in full force and effect airline insurance policies (and reinsurance policies where applicable), in line with international standards for airlines with insurers of known responsibility for such risks, such (re)insurances to cover the respective interests of IATA, AO, IOSA Auditors and associated parties for any and all losses caused by, or arising out of, or in connection with, the Audit in accordance with this Agreement, and without prejudice to the generality of the foregoing, shall maintain:
- (a) Aviation third party, passenger, baggage, cargo, mail and general legal liability (including products and premises legal liability) insurances for a limit not less than [insert limit of Candidate's existing policy] for any one aircraft, occurrence and in the aggregate in respect of products. Such cover to include war related legal liability pursuant to AVN 52E (or equivalent) with excess cover in line with general industry standards; and
 - (b) All risks hull insurance (including hull war and allied risks coverage as applicable) covering its aircraft and spares.
113. The insurance policies referred to in Clause 112(a) shall:
- (a) name IATA and its directors, officers, employees; and AO and its directors, officers, employees, IOSA Auditors, independent contractors and subcontractors as additional insured (each such entity/person an "Additional Insured") for their respective rights and interests per this agreement;
 - (b) expressly provide that all of the provisions thereof, except for the limits of liability therein, shall operate in the same manner as if they were a separate policy of insurance covering each Additional Insured;
 - (c) The insurance provided hereunder shall be primary and without right of contribution from any other insurance which may be available to any Additional Insured;



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- (d) The cover afforded to each Additional Insured shall not be invalidated by any act or omission (including misrepresentation and non-disclosure) of any other person or party which results in a breach of any term, condition or warranty of the Policy provided that the Additional Insured so protected has not caused, contributed to or knowingly condoned the said act or omission;
114. Under the insurance policies referred to in Clause 112(b), (re)insurers agree to waive any and all rights of subrogation against any Additional Insured per this agreement
115. Under the insurance policies referred to under both Clauses 112(a) and 112(b), except in respect of any provision for Cancellation or Automatic Termination specified in the above (re)insurances, (re)insurers agree to give the AO and IATA not less than 30 days (or lesser period for war related coverages) notice in writing of cancellation or material change
116. Certificates of insurance evidencing the above (re) insurances and provisions shall be provided to AO and IATA upon request and, in any event, prior to the Effective Date. Failure by Candidate to furnish certificates of insurance or failure by AO or IATA to request same shall not constitute a waiver by AO or IATA of any of the insurance requirements set forth herein. In the event of such failure on the part of Candidate to provide the certificates as requested herein, and in the event of liability or expense incurred by AO or IATA as a result of such failure by Candidate, Candidate hereby agrees to indemnify AO and IATA for all liability and expense (including reasonable attorneys' fees and expenses associated with establishing the right to indemnity) incurred by AO and IATA as a result of such failure by Candidate.

Considering the evolution of the Audit Agreement, please refer to the "Insurance" provisions of the Audit Agreement in effect.

3. Actions for IOSA Candidates

No Audit Agreement will be processed by IATA prior to the submission of a Certificate of Insurance which necessarily must meet the content requirements set out in the relevant insurance clauses. Candidate airlines are strongly encouraged to initiate the agreement process in a timely manner to avoid delays which might impact the performance of the audit.

For any questions or concerns, please do not hesitate to contact us at iosa@iata.org.

Beat Jund
Beat Jund (Aug 25, 2021 16:23 EDT)

Beat Jund

Senior Manager Audit Standards






IOSA Operator Alert - Certificate of Insurance

Final Audit Report

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