

Allianz Global Corporate & Specialty®

## Aircraft Insurance Policy

**Prepared for:** Billy Pilot  
123 Main Street  
Atlanta, GA 30067

**Arranged by:** Rokstone Underwriting US  
710 East Main Street  
Lexington, United States 40502

## Allianz Global Corporate & Specialty

The following are your options for reporting a claim to Allianz Global Corporate & Specialty.

We also recommend that you contact your agent or broker.

- Email: [NewLoss@agcs.allianz.com](mailto:NewLoss@agcs.allianz.com)
- Call: 1-800-558-1606  
(outside of the U.S., +1-314-513-1353)
- Fax: 1-888-323-6450  
(outside of the U.S., +1-314-513-1345)
- Mailing Address:

Allianz Global Corporate & Specialty  
Attn: FNOL Claims Unit  
One Progress Point Parkway, Suite 200  
O'Fallon, MO 63368

NON-OWNED AIRCRAFT POLICY DECLARATIONS

Policy Number: T-AVIN2025002848-01 Previous Policy Number: NEW

|                                                                                                                                                                                         |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Issued by:<br><br>Allianz Global Risks US Insurance Company<br>225 W. Washington Street, Suite 1800<br>Chicago, IL 60606-3484<br>888-466-7883<br><br>(hereinafter known as the Company) | PRODUCER:<br><br>Rokstone Underwriting US<br>710 East Main Street<br>Lexington, United States 40502 |
| ITEM 1. NAMED INSURED: Billy Pilot<br>MAILING ADDRESS: 123 Main Street<br>Atlanta, GA 30067                                                                                             |                                                                                                     |
| ITEM 2. POLICY PERIOD: FROM February 18, 2025 TO February 18, 2026<br>BOTH AT 12:01 A.M. LOCAL TIME AT THE MAILING ADDRESS SHOWN IN ITEM 1. ABOVE                                       |                                                                                                     |

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

|                                                                                                                                |           |                |                                          |
|--------------------------------------------------------------------------------------------------------------------------------|-----------|----------------|------------------------------------------|
| ITEM 3. LIMITS OF INSURANCE                                                                                                    |           |                |                                          |
| Coverage A: SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE LIABILITY EXCLUDING PASSENGERS WITH PASSENGER LIABILITY LIMITED TO: | \$500,000 |                | Each Occurrence                          |
|                                                                                                                                | \$50,000  |                | Each Passenger                           |
| Coverage B: PHYSICAL DAMAGE LIABILITY                                                                                          | \$20,000  |                | Each Occurrence                          |
| Subject to a deductible of:                                                                                                    | \$        | Not Applicable | Each Loss                                |
| Coverage C: PERSONAL INJURY                                                                                                    | \$        | Not Covered    | Each Offense and in the annual aggregate |
| Coverage D: MEDICAL EXPENSE - EXCLUDING CREW                                                                                   | \$3,000   |                | Each Person                              |
|                                                                                                                                | \$21,000  |                | Each Occurrence                          |

**ITEM 4.** Only non-owned Aircraft meeting the description(s) indicated by "X" below are covered by this policy:

- |                                                      |                                                                                               |                                                                                      |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Fixed wing       | <input checked="" type="checkbox"/> Piston engine                                             | <input checked="" type="checkbox"/> A "Standard" Airworthiness Certificate           |
| <input type="checkbox"/> Rotor wing                  | <input type="checkbox"/> Turbine engine                                                       | <input type="checkbox"/> An Airworthiness Certificate                                |
| <input checked="" type="checkbox"/> Single engine    | <input checked="" type="checkbox"/> Land plane                                                | <input checked="" type="checkbox"/> Certificated gross weight of 12,500 lbs. or less |
| <input type="checkbox"/> Multi-engine                | <input type="checkbox"/> Sea plane                                                            |                                                                                      |
| <input checked="" type="checkbox"/> Glider/Sailplane | <input type="checkbox"/> Balloon                                                              | <input checked="" type="checkbox"/> Having not more than 7 total seats               |
| <input type="checkbox"/> Blimp                       | <input checked="" type="checkbox"/> Having not more than 450 total horsepower for all engines | <input type="checkbox"/> shall be considered an <b>Aircraft</b> under this policy    |
- ☒ Being further defined as: any fixed wing, non-pressurized, land aircraft having a non-turbine engine of 450 horsepower or less (including non-powered sailplanes), capacity of seven (7) or less seats, with a standard, experimental, or light sport aircraft certificate.

**ITEM 5.** Pilots: Billy Pilot

**ITEM 6.** Use: As required by the Named Insured excluding any use for which a charge is made other than remuneration for flight instruction.

**ITEM 7.** Policy Territory:

- ☐ Worldwide
- ☒ The United States of America, its territories and possessions, Canada, Mexico, Central America, and the West Indies, or en route between points therein.
- ☐

**ITEM 8.**

**Premium**

|                |       |
|----------------|-------|
| Policy Premium | \$650 |
| Tax            | \$0   |
| Total          | \$650 |

**FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AS OF THE EFFECTIVE DATE**

Endorsements 1 - **NO 4980** - Date Change Recognition Exclusion Limited Write-Back Provision Endorsement

Endorsements 2 - **NO 5220** - Parachuting/Skydiving Exclusion Endorsement

Endorsements 3 - **NO 8700** - Electronic Data Event Clause

Endorsements 4 - **AV 3650** - Tria Disclosure Endorsement

Endorsements 5 - **AV 3700** - Tria Exclusion Endorsement

Endorsements 6 - **AV 4150** - Tria Liability Write-back Endorsement

Endorsements 7 - **AV 4450** - Communicable Disease Exclusion

Endorsements 8 - **AV 6200** - Additional Insured Endorsement

Endorsements 9 - **AV GA01** - Georgia Cancellation Nonrenewal Endorsement

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

In Witness Whereof, we have caused this policy to be executed and attested.

|                                                                                   |                                                                                     |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
|  |  |
| Secretary                                                                         | President                                                                           |

Specimen

## NON-OWNED AIRCRAFT INSURANCE POLICY

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## NON-OWNED AIRCRAFT INSURANCE POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Words and phrases that appear in **bold** type have special meaning. Refer to the section titled – DEFINITIONS.

In consideration of the payment of the premium, in reliance upon the statements of the Declarations made a part hereof, subject to all the terms of this policy including the applicable limits of liability, the Company agrees with the **Named Insured** as follows:

### DEFINITIONS

“**Aircraft**” means an **Aircraft** as described in **ITEM 4.** of the Declarations that is used by the **Named Insured** in its business and is not:

- 1) owned partly or wholly by the **Named Insured**,
- 2) registered in the **Named Insured's** name or the name of any member of the **Insured's** household, or
- 3) leased exclusively to the **Named Insured** for a period of 30 or more days.

**Aircraft** includes any propulsion systems, operating, navigation, and radio equipment that is usually attached to the **Aircraft** and parts temporarily detached from the **Aircraft** for replacement until such time as replacement by a similar part has commenced. Any engines, propellers, tools, and repair equipment which are designated standard by the manufacturer for the make and model **Aircraft** and that are located within or with the **Aircraft** are also included.

“**Aviation Premises**” means such portions of airports or helipads that are owned, maintained, or used by the **Insured** for aviation purposes.

“**Bodily Injury**” means physical injury sustained by any person including sickness, disease, mental anguish, or death resulting from such physical injury.

“**Charter / Air Taxi**” use means used in the business of the **Insured** for **Passenger** or freight carrying for hire or reward and **Pleasure and Business** uses but excluding instruction of or rental to others.

“**Commercial**” use means used in the business of the **Insured**, including, but not limited to, student instruction and **Passenger** or freight carrying for hire or reward. Rental to others is included but only for the purpose of **Pleasure and Business** and those uses defined under **Pleasure and Business**.

“**Cost Reimbursement**” means flights for which a charge is made, provided that such charge is limited to:

- 1) fuel, oil, lubricants, and other additives,
- 2) travel expenses of the **Crew**, including food, lodging, and ground transportation,
- 3) hangar and tie-down costs away from the **Aircraft's** base of operation,
- 4) insurance obtained for the specific flight,
- 5) landing fees, airport taxes, and similar assessments,
- 6) customs, foreign permit, and similar fees directly related to the flight,
- 7) **In-Flight** food and beverage,
- 8) ground transportation for **Passengers**,
- 9) flight planning and weather contact services, and
- 10) an additional charge equal to 100% of the expenses listed in subparagraph 1) of this paragraph.

“**Crew**” means the pilot-in-command, co-pilot, flight engineer, flight attendant, or anyone else who is in, on, or boarding the **Aircraft** for the purpose of assisting in the operation of the **Aircraft**.

“**Domestic Objects**” means (with respect to turbine engines or turbine auxiliary power units if part of the **Aircraft**) objects or substances identified on the manufacturer's parts list or diagram as being parts of the engine or accessories to the engine or auxiliary power unit.

“**In-Flight**” means, with respect to fixed wing **Aircraft**, the time commencing with the actual take-off run of the **Aircraft** and continuing thereafter until it has completed its landing run. With respect to a rotorcraft, it means from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve after landing. With respect to a balloon, it means while it is inflated or being inflated or deflated.

“**In Motion**” means while the **Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In-Flight** and, if the **Aircraft** is a rotorcraft, any time that the rotors are rotating or while it is **In-Flight** and, if the **Aircraft** is a glider, balloon, or blimp any time it is being transported, towed, or while it is **In-Flight**.

“**Industrial Aid**” means operation of the **Aircraft** by the **Insured** with professional pilot(s) in the full time employ of the **Insured** but excluding any operation for hire or reward. Flights for which there is **Cost Reimbursement** shall be included within the definition of **Industrial Aid**.

“**Instruction and Rental**” means used in the business of the **Insured** for flight instruction to others and rental to others only for the purpose of **Pleasure and Business**. Sightseeing flights and introductory flights are included but only if the flight departs and arrives at the same airport and does not exceed a radius of 25 nautical miles from the departure airport. In addition, those uses defined under **Pleasure and Business** are included.

“**Insured**” The unqualified word “**Insured**” wherever used in this policy means the **Named Insured**.

**“Medical Expense”** means expenses for necessary medical, surgical, x-ray, or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing, and funeral services.

**“Named Insured”** means the person or organization named in **ITEM 1.** of the Declarations.

**“Occurrence”** means an accident, including continuous or repeated exposure to conditions which results in **Bodily Injury, Property Damage, or Physical Damage** during the policy period neither expected nor intended from the standpoint of the **Insured**. In the event of continuing or progressively deteriorating **Bodily Injury, Property Damage, or Physical Damage** over any length of time, such **Bodily Injury, Property Damage, or Physical Damage** shall be deemed to be one **Occurrence** and shall be deemed to occur only when such **Bodily Injury, Property Damage, or Physical Damage** first commences.

**“Passenger”** means any person in, on, or boarding the **Aircraft** for the purpose of riding or flying therein or alighting therefrom after a flight or attempted flight therein.

**“Personal Injury”** means injury arising out of any one or more of the following offenses committed during the policy period:

1. false arrest, restraint, detention, or imprisonment,
2. malicious prosecution,
3. wrongful entry or eviction,
4. invasion of privacy, or
5. publication or utterance of libel, slander, or other defamatory or disparaging material; except publications or utterances during or related to advertising, broadcasting, or telecasting activities conducted by or on behalf of the **Insured** or anytime these are committed with the **Insured's** consent and known by the **Insured** to be false.

The term **Personal Injury** does not include **Bodily Injury**.

**“Physical Damage”** means direct or accidental physical loss of or damage to the **Aircraft**.

**“Pleasure and Business”** means used in the business of the **Insured** including personal and pleasure uses but excluding any operation for hire or reward. Flights for which there is **Cost Reimbursement** shall be included within the definition of **Pleasure and Business**.

**“Premises”** means such portions of airports as are designated and used for the parking or storage of **Aircraft** exclusive of **Premises** owned or leased for more than thirty (30) days, by the **Insured**.

**“Property Damage”** means:

1. physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof at any time resulting therefrom, or

2. loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **Occurrence** during the policy period.

**“Related Claims”** means all claims for care and loss of service, loss of society and consortium, mental anguish, emotional distress, loss of support, medical and funeral expenses, and all other damage claims by a person or persons arising out of **Bodily Injury** to another person. Notwithstanding anything to the contrary in the definition of **Bodily Injury**, the Company's liability and coverage for damages for both **Bodily Injury** and **Related Claims** are included and combined within the “each person” and “each **Occurrence**” Limits of Liability specified in the Declarations, as applicable, and there are no separate or additional Limits of Liability for **Related Claims**.

## INSURING AGREEMENTS

The Company agrees:

### 1) LIABILITY COVERAGES

**Coverage A - Single Limit Bodily Injury and Property Damage Liability** (including all **Related Claims**) - To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of **Bodily Injury** sustained by any person (excluding any **Passenger** unless the words “including **Passengers**” appear in **ITEM 3.** of the Declarations) or **Property Damage**; caused by an **Occurrence** and arising out of the use of an **Aircraft** by, or on behalf of, the **Insured** (excluding any **Physical Damage** to **Aircraft**).

**Coverage B – Physical Damage Liability** - To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages for direct loss of or damage to an **Aircraft**, including the loss of use thereof, caused by an **Occurrence** during the policy period and arising out of the use of an **Aircraft** by, or on behalf of, the **Insured**.

**Coverage C – Personal Injury** – To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of **Personal Injury** arising out of the use of an **Aircraft** by, or on behalf of, the **Insured**.

### 2) MEDICAL EXPENSE COVERAGE

**Coverage D - Medical Expense** - To pay all reasonable **Medical Expense** incurred within one year from the date of the injury to or for each **Passenger** (excluding any **Crew** unless the words “including **Crew**” appear in **ITEM 3.** of the Declarations) who sustains **Bodily Injury** caused by

an **Occurrence** during the policy period, provided the **Aircraft** is being used by or on behalf of the **Insured**.

However, no payments will be made under this section until any obligation under a workers' compensation, disability benefits, unemployment compensation law, or any similar law have been satisfied.

### 3) DEFENSE, SETTLEMENT, AND SUPPLEMENTARY PAYMENTS

#### Under Coverages A, B, and C

The Company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of **Bodily Injury, Property Damage, Personal Injury, or Physical Damage**, even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

During such time as the Company is obligated to defend a claim or claims under the provisions of the preceding paragraph, the Company will pay, with respect to such claim, in addition to the applicable limit of liability:

- a) all expenses incurred by the Company, all costs taxed against the **Insured** in any suit defended by the Company, and interest on that part of the judgment that is within the limit of the Company's liability, which accrues after entry of the judgment and before the Company has paid, tendered, or deposited in court that part of the judgment,
- b) premiums on appeal bonds required in any such suit, premium on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **Insured** because of an **Occurrence** or violation of law or a regulation for civil aviation arising out of the use of the **Aircraft**, not to exceed \$5,000 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds,
- c) expenses incurred by the **Insured** for first aid to others at the time of an accident for **Bodily Injury** to which this policy applies, and
- d) all reasonable expenses incurred by the **Insured** at the Company's request to assist the Company in the investigation or defense of the claim or suit, including actual loss of earnings up to \$500 per day because of time off from work.

### 4) POLICY PERIOD AND TERRITORY

#### Under All Coverages

This policy applies only to **Occurrences** within the policy territory as described in **ITEM 7.** of the Declarations and during the policy period as shown in **ITEM 2.** of the Declarations.

### EXCLUSIONS

This policy does not apply to any:

- 1) **Insured** while the **Aircraft** is **In-Flight** for any purpose not designated in the Declarations with the knowledge and consent of the **Insured**.
- 2) **Bodily Injury, Property Damage, Personal Injury, or Physical Damage** expected or intended from the standpoint of any **Insured**. This exclusion does not apply to **Bodily Injury, Property Damage, Personal Injury, or Physical Damage** resulting from the use of reasonable force to protect persons or property, and to **Bodily Injury, Property Damage, Personal Injury, or Physical Damage** resulting from efforts to prevent dangerous interference with the operation of the **Aircraft**.
- 3) Claims arising out of any **Aircraft** financed for or leased to others (or repossessed or reacquired) by any **Insured** or their subsidiary, affiliated, owned, or controlled firms.
- 4) Claims arising out of any product sold, manufactured, handled, or distributed by any **Insured**.
- 5) Under **Coverage A**, to **Property Damage** to property owned, occupied, rented, used, or transported by the **Insured**, or in the care, custody, or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control.
- 6) Any loss or destruction to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss, and/or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, resulting from, or arising from:
  - a) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
  - b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive, or other hazardous properties of, any other radioactive material during carriage as cargo, including storage or handling incidental thereto, or

- c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive, or other hazardous properties of any other radioactive source whatsoever.

It is understood and agreed that such radioactive material or other radioactive source in exclusion 6) a), b), and c) above shall not include:

- a) depleted Uranium and natural Uranium in any form, or
- b) radioisotopes which have reached the final stage of fabrication to be useable for any scientific, medical, agricultural, commercial, educational, or industrial purpose.

**7) Bodily Injury, Property Damage, or Physical Damage,** or any consequential loss, destruction, or any legal liability of whatsoever nature with respect to any of the nuclear risks described in exclusion 6) above as to which:

- a) the **Insured** under this policy is also an **Insured** or an additional **Insured** under any insurance policy, including any nuclear energy liability policy, notwithstanding such other policy has terminated upon exhaustion of its limit of liability,
- b) any person or organization is required to maintain financial protection pursuant to legislation in any country, or
- c) the **Insured** under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.

**8) Loss, destruction, damage, expenses, or legal liability** in respect of the nuclear risks not excluded by reason of exclusion 6) above shall (subject to all other terms, conditions, limitations, warranties, and exclusions of this policy) be covered, provided as follows:

- a) in the case of any claim in respect of radioactive material during carriage as cargo, including storage or handling incidental thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions For The Safe Transport of Dangerous Goods By Air," unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation,
- b) this policy shall only apply to an incident happening during the policy period and where any claim by the **Insured** against the Company or by any claimant against the **Insured** arising out of such incident shall have been made within three (3) years after the date thereof, and
- c) in the case of any claim for the loss of or destruction of or damage to or loss of use of an **Aircraft** caused by or contributed to by

radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

| <u>Emitter</u><br><u>IAEA Health and</u><br><u>Safety Regulations</u> | <u>Maximum permissible level</u><br><u>of non-fixed radioactive</u><br><u>surface contamination</u><br><u>(Averaged over 300 cm<sup>2</sup>)</u> |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Beta, gamma, and low toxicity alpha emitters                          | Not exceeding 4 Becquerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries / cm <sup>2</sup> )                                                     |
| All other alpha emitters                                              | Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10 <sup>-5</sup> microcuries / cm <sup>2</sup> )                                                   |

- d) the coverage afforded by this paragraph 8) may be canceled at any time by the Company giving seven (7) days' notice of cancellation.

**9) Claims caused by any of the following:**

- a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power, or attempts at usurpation of power,
- b) any hostile:
  - (1) detonation of any device employing atomic or nuclear fission and/or fusion or other like reaction and any radioactive contamination and electromagnetic pulse resulting directly from such detonation, or
  - (2) use of radioactive contamination or matter,
- c) strikes, riots, civil commotions, or labor disturbances,
- d) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes, and whether the loss or damage resulting therefrom is accidental or intentional,
- e) any malicious act or act of sabotage,
- f) confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title, or use by, or under the order of any government (whether civil, military, or de facto) or public or local authority, or
- g) hijacking or any unlawful seizure or wrongful exercise of control of the **Aircraft** or **Crew In-Flight** (including any attempt at such seizure or control) made by any person or persons on board the **Aircraft** acting without the consent of the **Insured**. For this exclusion 9) g) only, an **Aircraft** is **In-Flight** at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation or when the **Aircraft** is **In Motion**. A rotor-wing **Aircraft** shall be deemed to be **In-Flight** when the rotors are **In**

**Motion** because of engine power, the momentum generated therefrom, or autorotation.

Furthermore, this policy does not cover claims arising while the **Aircraft** is outside the control of the **Insured** by reason of any of the above perils. The **Aircraft** shall be deemed to have been restored to the control of the **Insured** on the safe return of the **Aircraft** to the **Insured** at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the **Aircraft** (such safe return shall require that the **Aircraft** be parked with engines shut down and under no duress).

**10)** Claims of any kind whatsoever directly or indirectly relating to, arising out of, or in consequence of:

- a) any actual, alleged, or threatened exposure to or presence of asbestos in any form whatsoever including, but not limited to, asbestos fibers, asbestos dust, or any material or product containing, or alleged to contain, asbestos, or
- b) any obligation, request, demand, order, or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against, or in any other way respond to the actual, alleged, or threatened exposure to or presence of asbestos in any form whatsoever including, but not limited to, asbestos fibers, asbestos dust, or any material or product containing, or alleged to contain asbestos.

However, this exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion, collision, or a recorded **In-Flight** emergency causing abnormal **Aircraft** operations.

Notwithstanding any other provisions of this policy, the Company shall have no duty to investigate, defend, or pay defense costs in respect of any claim excluded in whole or in part under paragraphs **10)** (a) or **10)** (b).

**11)** Under all Coverages:

- a) to liability assumed by any **Insured** under any contract or agreement, but this exclusion does not apply:
  - (1) to the assumption by the **Insured** of the liability of others for **Bodily Injury, Property Damage, Personal Injury, or Physical Damage** in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility, or
  - (2) to liability the **Insured** would have in the absence of a contract or agreement,
- b) to any **Insured** under this policy who is also an **Insured** under a nuclear energy liability

insurance policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors and in effect at the time of the **Occurrence** resulting in **Bodily Injury, Property Damage, or Physical Damage**; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such **Occurrence** notwithstanding such contract has terminated upon exhaustion of its limit of liability, or

- c) to any liability including liability arising out of or assumed under contract, or any injury, loss, or damage, including **Bodily Injury, Personal Injury, Property Damage, Physical Damage**, or any loss, cost, expense, or loss of use including grounding, directly or indirectly arising out of, resulting from, caused, or occasioned by, happening through, in consequence of, or in any way involving any of the following:

- (1) noise (whether audible to the human ear or not), vibration, sonic boom, and any phenomena associated with the foregoing,
- (2) "pollution or contamination" of any kind whatsoever, or the exposure to pollution or contamination, or the fear of exposure to or the effects of pollution or contamination, or the existence of pollution or contamination in any place or thing or in the atmosphere, land, or any watercourse or body of water, as well as any claim or suit by, or on behalf of, or any direction, demand, or request or any statutory or regulatory requirement or any voluntary decision, by or on behalf of, any governmental authority or other alleged responsible party, that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of pollutants or contaminants,
- (3) electrical or electromagnetic emission or interference of any kind whatsoever,
- (4) interference with the use of property, or
- (5) mold.

For purposes of this exclusion, the following definitions apply:

- (1) "Pollution or contamination" means any actual, alleged, or threatened discharge, dispersal, release, escape, seepage, migration, disposal, or the mere presence of pollutants or contaminants in any form.
- (2) "Pollutants or contaminants" means any pollutant, contaminant, or irritant, including, without limitation, any solid, liquid, gaseous,

or thermal pollutant, contaminant, or irritant, or any air emission, smoke, vapor, soot, fume, acid, alkali, chemical, or nuclear material alleged to be a possible or probable carcinogenic, odor, oil or other petroleum product, fungus (including mold or mildew or any mycotoxin, spore, scent, or byproduct produced or released by fungi, other than any fungi intended for human consumption), or "waste" of any kind whatsoever, including solid waste, waste water, waste oil, infectious medical waste, and human, animal, or vegetable waste.

- (3) "Waste" means any waste including material to be recycled, reconditioned, or reclaimed, whether the material has been disposed of by the **Insured** or any person handling the waste.

With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply, and the Company shall not be required to defend claims excluded by this exclusion **11**) b) and c).

A claim or claims covered by the policy, when combined with any claims excluded by this exclusion **11**) b) and c) are referred to below as "Combined Claims."

In respect of any "Combined Claims," the Company shall (subject to proof of loss and the limits of the policy) reimburse the **Insured** for that portion of damages awarded against the **Insured**, plus defense fees and expenses incurred by the **Insured**, which may be allocated to the claim or claims covered by the policy.

This exclusion **11**) c) shall not apply to any claim for **Bodily Injury** or **Property Damage** resulting from a crash, fire, explosion, or collision of **Aircraft**, or from a recorded **In-Flight** emergency causing abnormal **Aircraft** operation.

**12)** To any claim, **Bodily Injury**, **Property Damage**, **Personal Injury**, or **Physical Damage**, loss, cost, expense, or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud, or otherwise) of any nature whatsoever arising from, occasioned by, or in consequence of (whether directly or indirectly and whether wholly or partly) any actual or alleged failure, malfunction, or inadequacy of:

- a) any of the following, whether belonging to any **Insured** or to others, whether part of any computer system, or whether in the possession of the **Insured** or of any third party:
- (1) computer hardware, including microprocessors,
  - (2) computer application software,

- (3) computer operating systems and related software,
- (4) computer networks, or
- (5) microprocessors, computer chips, integrated circuits, or other information technology equipment or systems, or

- b) any other products or systems and any services, data, or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in this exclusion,

due to the inability to correctly recognize, process, distinguish, interpret, or accept:

- any change of year, date, or time, or
- any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement, or supervision provided or done by the **Insured** or for the **Insured** to determine, rectify, or test for any potential or actual problems described in this exclusion.

However, this exclusion **12**) shall not apply to any sums which the **Insured** shall become legally liable to pay as damages because of **Bodily Injury** or physical injury to or destruction of tangible property resulting from a covered **Occurrence**.

#### **13) Under Coverage A:**

- a) to any obligation for which the **Insured** or any carrier as their insurer may be held liable under any workers' compensation, unemployment compensation, disability benefits law, or any similar law,
- b) to **Bodily Injury** to any employee of the **Insured** arising out of and in the course of their employment by the **Insured**, but this exclusion **13**) b) does not apply to liability assumed by the **Insured** under any contract that is a prerequisite for the use of an airport facility, or
- c) to claims in respect of death, **Bodily Injury**, illness or disease to any person or persons and/or damage to or destruction of property caused by or resulting from the application of or use by the **Insured** or his agent of all forms of fertilizers, fungicides, defoliants, herbicides, hormone selective weed killers, pesticides, insecticides, and arsenical preparations or compounds, or any other forms of chemical.

#### **14) Under Coverage B:**

- a) to **loss** or damage to an **Aircraft** due to conversion, embezzlement, or secretion by any person or organization with legal right to possession of such **Aircraft** under bailment, lease, agreement to purchase, conditional sale, mortgage, or other legal agreement that governs the use, sale, or lease of the **Aircraft**,

- b) to **loss** or damage to tires except where such **loss** or damage is the direct result of **Physical Damage** covered by this policy, or
- c) to **loss** or damage which is due and confined to:
  - (1) wear, tear, deterioration, freezing,
  - (2) any electrical malfunction or failure of any electronic component(s), accessory(ies), or electrically powered equipment,
  - (3) any mechanical, hydraulic, pneumatic, or structural malfunction or failure, or
  - (4) corrosion or rust in any form

unless any such **loss** or damage in (1), (2), (3), or (4) is the direct result of other **Physical Damage** covered by this policy.

Damage resulting from electrical malfunction or failure of an electrical component(s), accessory(ies), or electrically powered equipment is considered breakdown of the entire electrical system containing such electronic component(s), accessory(ies), or electrically powered equipment.

Damage resulting from the breakdown, failure, or malfunction of any engine component, accessory, or part (as designated on the manufacturer's parts list for the engine) is considered mechanical breakdown of the entire engine.

- d) to loss or damage to turbine **Aircraft** engines and auxiliary power units insured under this policy if such damage is caused by:
  - (1) ingestion of **Domestic Objects**,
  - (2) foreign objects unless a result of **ingestion**, or
  - (3) heat or temperature change from the operation, attempted operation, or shutdown of the engine or auxiliary power unit,

unless any such **loss** or damage is the direct result of other **Physical Damage** covered by this policy.

#### 15) Under Coverage C:

To any **Personal Injury**:

- a) sustained by any person or organization who is an **Insured**,
- b) arising from any utterance or publication, in any manner, which first took place before the beginning of the policy period,
- c) arising from any utterance or publication made by any person or organization at their direction, when the utterance or publication was known to be false,

- d) arising from any liability assumed by any **Insured**,
- e) arising out of any advertising by the **Insured**,
- f) sustained by any person arising out of any type or hiring, termination, or other employment practices, or
- g) arising from any willful violation of a criminal statute or ordinance committed by or with the consent of the **Insured**.

## LIMIT OF THE COMPANY'S LIABILITY

### ALL COVERAGES – Excess and Other Insurance

The coverage provided by this policy is secondary and excess over any other valid and collectible insurance available to the **Insured** covering the loss, except such insurance that is purchased as excess of the coverage provided by this policy.

If other valid and collectible insurance shall have been written through the Company as primary or excess insurance, then the Company's limits of liability under this policy shall be reduced by the applicable limits of such other policy.

### COVERAGES A, B, C, and D – Total Liability

Regardless of the number of (1) **Insureds** under this policy, (2) persons or organizations who sustain **Bodily Injury** or **Property Damage**, (3) claims made, or suits brought on account of **Bodily Injury** (including **Related Claims**) or **Property Damage**, or (4) **Aircraft** to which this policy applies, the Company's liability is limited as follows:

**Coverage A.** The total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of services, because of **Bodily Injury** or **Property Damage** sustained by one or more persons or organizations as the result of any one **Occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each **Occurrence**."

And further provided that if the Declarations are completed to show "Passenger liability limited to," the total liability of the Company for all damages, including all **Related Claims** and all damages for care or loss of services because of **Bodily Injury to Passengers** and **Crew** shall not exceed the following:

- 1) as respects any one **Passenger** or **Crew** member, the amount stated in the Declarations as applicable to "each person," and
- 2) as respects two or more **Passengers** or **Crew** members, subject to the above provisions respecting any one **Passenger** or **Crew** member, the amount

stated in the Declarations as applicable to “each person” multiplied by the total number of **Passenger** and **Crew** seats for the **Aircraft** involved, but in no event shall the Company's Liability for all **Bodily Injury** (including **Passenger Bodily Injury**) and **Property Damage** exceed the limits stated in the Declarations as applicable to “each **Occurrence**.”

For determining the limit of the Company's liability, all **Bodily Injury** and **Property Damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **Occurrence**.

The insurance afforded applies separately to each **Insured** against whom any claim is made, or suit is brought, except with respect to the limits of the Company's liability.

**Coverage B.** The total of the Company's Liability for direct loss of, or **Physical Damage** to **Aircraft**, including loss of use thereof is the limit of liability stated in the Declarations for Each **Occurrence**.

**Coverage C.** The limit of liability stated in the Declarations as “each offense” is the limit of the Company's liability as a result sums that the **Insured** becomes legally obligated to pay because of **Personal Injury**, caused by an offense during the policy period. Furthermore, the aggregate limit of liability stated in the Declarations is the most the Company will be obligated to pay in any one annual policy period for all offenses combined.

**Coverage D.** The limit of liability stated in the Declarations as applicable to “each person” is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains **Bodily Injury** (including **Related Claims**) in any one **Occurrence**. The limit of liability stated in the Declarations for **Coverage C** as applicable to “each **Occurrence**” is subject to the above provision respecting each person, the total limit of the Company's liability for all expenses incurred by or on behalf of two or more persons who sustain **Bodily Injury** (including **Related Claims**) in any one **Occurrence**.

## CONDITIONS

### APPLICABLE TO COVERAGE B – PHYSICAL DAMAGE LIABILITY

#### 1) NO BENEFIT TO BAILEE

The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee liable for loss to the **Aircraft**.

### APPLICABLE TO COVERAGE D – MEDICAL EXPENSE

#### 2) MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM

- a) the injured person or someone on his or her behalf, as soon as practical after an accident, must give the Company written proof of claim and, if requested by the Company:
  - (1) provide his or her sworn statement under oath,
  - (2) authorize the Company to obtain medical reports and copies of records, and
  - (3) submit to physical examination by a physician selected by the Company when and as often as the Company may reasonably require, and
- b) the Company may pay the injured person or any person or organization rendering the services, such payment:
  - (1) shall reduce the amount payable hereunder for the injury, and
  - (2) shall not constitute admission of liability by an **Insured** or the Company.

### APPLICABLE TO ALL COVERAGES

#### 3) ACTION AGAINST THE COMPANY

No person or organization has a right under this policy:

- a) to join the Company as a party or otherwise bring the Company into a suit asking for damages from an **Insured**, or
- b) to sue the Company on this policy unless all its terms have been fully complied with.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but the Company will not be liable for damages that are not payable under the terms of this policy or that are more than the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the **Insured**, and the claimant or the claimant's legal representative. Service of process may be made upon the Company. However, the Company does not waive its rights to commence an action in any court of competent jurisdiction or to seek a transfer to another court as permitted by law.

#### 4) APPRAISAL

If an **Insured** and the Company fail to agree on the amount of a loss, including the amount to repair or replace individual items, the actual cash value, or the replacement cost, then either the **Insured** or the Company may request an appraisal of the loss. To begin the appraisal process either the **Insured** or the Company must make the request in writing to the other. If, and only if, both parties agree to the appraisal request, each party will then choose a competent, disinterested, and impartial appraiser and give the name and address of that appraiser to the other. This must be done within thirty (30) days after the initial written request for appraisal is received.

The appraisers will then independently appraise the loss, stating separately the damage to each item, including actual cash value and replacement cost. A copy of their reports will be given to the **Insured** you and to the Company. The amount they agree upon will set the amount of loss.

If the appraisers fail to agree within forty-five (45) days, then the two appraisers will choose a competent, disinterested, and impartial umpire. If they cannot agree on an umpire within fifteen (15) days, either the **Insured** or the Company may request that the choice be made by a judge of a court of record located in the same state as the Covered Property. The appraisers will submit a statement of their differences to the umpire. A written agreement signed by any two of the three will set the amount of the loss.

If the Company has asserted that some or all the damages claimed are uncovered, the appraisal award form shall itemize the covered damage and itemize the damage that the Company asserted as uncovered. The decision is subject to all other provisions of the policy including, but not limited to, the loss payment conditions.

The **Insured** will pay its appraiser, and the Company will pay its appraiser. The umpire's fee and all other reasonable appraisal expenses will be shared equally by the **Insured** and the Company.

If the Company submits to an appraisal, the Company will still retain its right to deny the claim.

#### 5) FINANCIAL RESPONSIBILITY

If this policy is certified as proof of insurance under any governmental financial responsibility law applicable to **Aircraft**, the Company will pay the minimum amount required by that law which does not exceed the limit of liability of this policy. The **Named Insured** agrees to reimburse the Company as soon as possible for any amounts the Company would not have had to pay were it not for this clause.

#### 6) NOTICE OF OCCURRENCE, LOSS, CLAIM, OR SUIT

- a) the **Named Insured** must notify the Company as soon as reasonably possible of an **Occurrence** that may result in a claim. Such notice shall be in writing to the Company's claims notification address which is set forth with this policy. Such notice shall include all the following:
  - (1) particulars sufficient to identify the **Insured**,
  - (2) how, when, and where the **Occurrence** took place, and
  - (3) the names and addresses of any injured persons and witnesses.
- b) if claim is made or suit is brought against the **Insured**, the **Named Insured** must see to it that the Company receives written notice of the claim or suit as soon as reasonably possible. The **Named Insured** and any other **Insured** involved must:
  - (1) immediately send the Company copies of any demands, notices, summonses, or legal papers received in connection with the claim or suit,
  - (2) authorize the Company to obtain records and other information,
  - (3) cooperate with the Company in the investigation, settlement, or defense of the claim or suit, and
  - (4) assist the Company, upon the Company's request, in the endorsement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which the insurance may also apply.
- c) no **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Company's consent.

#### 7) SEVERABILITY OF INTEREST

Except with respect to the Limit of the Company's Liability and any rights and duties specifically assigned in this policy to the first **Named Insured**, this insurance applies:

- a) as if each **Named Insured** were the only **Named Insured**, and
- b) separately to each **Insured** against whom any claim is made or suit is brought.

## 8) ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses, and in the conduct of suits.

The **Insured** shall not, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for such immediate medical and surgical relief to others as shall be imperative at the time of an **Occurrence**, without the Company's consent.

## 9) BANKRUPTCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

## 10) CANCELLATION

- a) the first **Named Insured** shown on the Declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
- b) the Company may cancel this policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:
  - (1) ten (10) days before the effective date of cancellation if the Company cancels for non-payment of premium, or
  - (2) thirty (30) days before the effective date of cancellation if the Company cancels for any other reason.
- c) the Company will mail or deliver notice to the first **Named Insured's** last mailing address known to the Company.
- d) if this policy is canceled, the Company will return any premium refund due. If the Company cancels, the refund will be pro rata. If the **Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if the Company has not made or offered a refund.
- e) if notice is mailed, proof of mailing will be sufficient proof of notice.

## 11) CHANGING THE POLICY

Nothing in this policy can be changed or waived except by the Company's written endorsement, approved and signed by the Company.

## 12) EXAMINATION OF INSURED'S BOOKS AND RECORDS

The Company may examine and audit the **Insured's** books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

## 13) FRAUD OR MISREPRESENTATION

This policy may be voidable, cancelable, or rescinded if the **Insured** has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud, or false swearing by the **Insured** touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

## 14) INSPECTION AND SURVEYS

The Company has the right but is not obligated to:

- a) make inspections and surveys at any time,
- b) give the **Insured** reports on the conditions found, or
- c) recommend changes.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. Additionally, the Company does not warrant that conditions:

- a) are safe and healthful, or
- b) comply with laws, regulations, codes, or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations.

## 15) NONRENEWAL

If the Company decides not to renew this coverage, the Company will mail or deliver to the first **Named Insured** shown in the Declarations written notice of the nonrenewal not less than ninety (90) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 16) PREMIUMS

The first **Named Insured** shown in the Declarations is responsible for the payment of all premiums.

## 17) REPRESENTATIONS

By accepting this policy, the **Insured** agrees that:

- a) the statements in the Declarations are accurate and complete,
- b) those statements are based upon representations of the **Insured** to the Company, and

the Company has issued this policy in reliance upon the **Insured's** representations.

## 18) STATE STATUTES

If the terms of this policy conflict with or are inconsistent with the insurance statutes of any state where this policy is in effect, the Company will conform to those state statutes.

## 19) SUBROGATION

If the **Insured** has rights to recover all or part of any payment the Company has made under this policy, those rights are transferred to the Company. The **Insured** must do nothing after a loss to impair those rights. At the request of the Company, the **Insured** will bring suit or transfer those rights to the Company and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after a loss to prejudice such rights. This condition shall not apply with respect to **Coverage D – Medical Expense**.

## 20) TITLES OF PARAGRAPHS

The titles of the various paragraphs of this policy and amendments, if any, attached to this policy are inserted solely for reference and are not to be deemed in any way to limit or affect the provision to which they relate.

## 21) TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY

The **Named Insured's** rights and duties under this policy may not be transferred without the Company's written consent except in the case of the death or bankruptcy of an individual **Named Insured**.

If such individual **Named Insured** dies or is adjudged bankrupt or insolvent, his or her rights and duties will be transferred to the **Named Insured's** legal representative but only while acting within the scope of duties as such. Until the **Named Insured's** legal representative is appointed, anyone having proper temporary custody of the **Named Insured's** property

will have such **Named Insured's** rights and duties but only with respect to that property, but in no event for more than sixty (60) days following such death or adjudication.

## 22) INADVERTENT ERRORS OR OMISSIONS

Notwithstanding any other provisions of this policy, inadvertent errors or omissions or failure in furnishing information, notification, or reports required will not prejudice the coverage afforded by this policy, provided the **Insured** notifies the Company within a reasonable time after the error or omission is discovered.

## 23) KNOWLEDGE OF OCCURRENCE

Knowledge of an **Occurrence** by an agent, servant, or employee of the **Insured** will not in itself constitute knowledge by the **Insured** unless such notice has been received by the **Insured's** Risk Manager, Insurance Manager, or person within the **Insured's** organization who has been specifically assigned the task of reporting on matter relating to insurance or insurance claims.

## 24) VIOLATION OF STATUTE

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit the Company from providing insurance.

-END-

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
1

### **DATE CHANGE RECOGNITION EXCLUSION LIMITED WRITE-BACK**

In consideration of an additional premium of \$included, this endorsement modifies the policy to which it is attached as follows:

The Date Change Recognition Exclusion – **Exclusion 12**) shall not apply to any sums which the **Named Insured** shall become legally liable to pay as damages because of **Bodily Injury** or physical injury to or destruction of tangible property resulting from a covered **Occurrence**.

All other provisions of this policy remain the same.

Specimen

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
2

## PARACHUTING / SKYDIVING EXCLUSION

In consideration of an additional premium of \$~~included~~, this endorsement modifies the policy to which it is attached as follows:

This policy does not apply to **Bodily Injury, Property Damage, Physical Damage**, or any loss or legal liability with respect to **Passengers** involved in the physical act of parachuting, skydiving, training for skydiving, or the rental, use, or furnishing of any skydiving equipment.

The physical act of parachuting / skydiving means that a **Passenger** is jumping, attempting to jump, or has jumped from an **In-Flight Aircraft** with the aid of a parachute.

All other provisions of this policy remain the same.

Specimen

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
3

## ELECTRONIC DATA EVENT EXCLUSION

In consideration of an additional premium of \$included, this endorsement modifies the policy to which it is attached as follows:

This policy does not apply to:

- (1) any form of mental injury, mental anguish, shock, or fright in any form caused by:
  - (a) a delay in, cancellation of, or non-provision of air transportation and/or associated services; or
  - (b) unauthorized access to and/or use of a person's or organization's confidential, proprietary, or personal information; or

(2) **Property Damage to Electronic Data**

arising out of a **Data Event**.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Policy caused by or resulting from a crash, fire, explosion, collision, or a recorded **In-Flight** emergency causing abnormal aircraft operation.

Solely for the purposes of this endorsement:

**"Data Event"** means any access to, inability to access, inability to properly manipulate, loss of, loss of use of, damage to, corruption of, erasure of, alteration to, interference with, or disclosure of **Electronic Data**.

**"Electronic Data"** means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software including, but not limited to, systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media used with electronically controlled equipment.

All other provisions of this policy remain the same.

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
4

## TRIA DISCLOSURE ENDORSEMENT

THIS ENDORSEMENT, DETAILING THE PROVISIONS OF THE "TERRORISM RISK INSURANCE ACT", AS AMENDED, IS MADE A PART OF THIS POLICY. NOTHING IN THIS ENDORSEMENT CHANGES ANY OF THE TERMS OR CONDITIONS OF THIS POLICY OR PROVIDES ANY ADDITIONAL COVERAGE.

### I. Terrorism Risk Insurance Act Notice

Please take note that under the Terrorism Risk Insurance Act, as amended, (collectively referred to herein as "TRIA"), the **Named Insured** has a right to purchase insurance coverage from the Company for losses arising out of an "act of terrorism" as defined in Section 102(1) of "TRIA".

### II. Definition

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. Solely with respect to this endorsement and to ensure compliance with the Terrorism Risk Insurance Act, as amended, an "act of terrorism" shall mean:

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act, as amended; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

### III. Federal Share of Compensation

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under formula established by Federal Law. However, your policy may contain other exclusions which might affect your coverage, such as exclusion for nuclear events. Under the formula, the United States Government generally reimburses eighty-five percent (85%) through 2015, 84% beginning on January 1, 2016, 83% beginning on January 1, 2017, 82% beginning on January 1, 2018, 81% on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the Company providing the coverage. If you have purchased this coverage, the premium charged for this coverage (if any) does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

#### \$100 Billion Cap

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as the insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregated insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

IV. Conditional Termination of Endorsement

A. This endorsement terminates under the following conditions, whichever occurs first:

- i. upon the expiration of the policy, or
- ii. if the "Terrorism Risk Insurance Program" (the "Program") terminates (as provided by "TRIA" at the end of December 31, 2020) with respect to the coverage provided by this policy, and the "Program" is not renewed, extended or otherwise continued by the federal government or,
- iii. if, on or after December 31, 2020, a renewal, extension or continuation of the "Program" becomes effective without a requirement to make terrorism coverage available to the **Named Insured** or with revisions that do any of the following:
  - a. increase the Company's statutory percentage deductible under the "Program" for terrorism losses,
  - b. decrease the federal government's statutory percentage share in potential terrorism losses above such deductible or,
  - c. redefines terrorism or makes insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

B. If none of the conditions set forth in paragraph IV. A. above occur, this endorsement will continue in effect unless the Company notifies the **Named Insured** of changes in response to federal law.

V. "TRIA" Terrorism Coverage may be purchased from the Company. No coverage is provided by this notice. TRIA Terrorism Coverage must be purchased separately.

If "TRIA" coverage is purchased, the premium will be stated on the TRIA Write-Back Endorsement(s) attached to this policy, or on the Declarations Page.

If "TRIA" coverage has not been purchased, coverages for liability and/or physical damage losses from "Acts of Terrorism" are offered for rates that are available upon request from the Company.

All other provisions of this policy remain the same.

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
5

### **TRIA EXCLUSION ENDORSEMENT**

In consideration of an additional premium of \$Included, this endorsement modifies the policy to which it is attached as follows:

This policy does not cover claims caused by any losses, damages, or injuries arising directly or indirectly as a result of a certified "Act of Terrorism" defined by the Terrorism Risk Insurance Act, as amended.

Solely with respect to this endorsement and to ensure compliance with the Terrorism Risk Insurance Act, as amended, an "Act of Terrorism" shall mean:

The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act, as amended; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside of the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

This endorsement shall apply solely to the Terrorism Risk Insurance Act, as amended, and shall in no way conflict with the War, Hijacking and Other Perils Exclusion contained within this policy or write-backs thereto.

All other provisions of this policy remain the same.

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
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## TRIA LIABILITY WRITE-BACK

In consideration of an additional premium of \$Included, this endorsement modifies the policy to which it is attached as follows:

The portion of the annual premium for this policy that is attributable to coverage for "Acts of Terrorism" is \$Included, and does not include any charges for the portion of losses covered by the United States government under the Act.

Solely while the Terrorism Risk Insurance Act, as amended, is in force, this policy is amended to provide such coverage as is set forth below:

### (A) EXTENSION OF LIABILITY

Liability coverage as provided under this policy shall be extended to include any accident, incident, **occurrence**, act or event during the policy period arising out of the following peril:

An "Act of Terrorism" as defined within the United States Terrorism Risk Insurance Act, as amended, with respect to any one or more "Acts of Terrorism." The Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act, as amended, due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

### (B) LIMIT OF LIABILITY

The limit of the Company's liability for the coverage provided by this endorsement shall be included within and not in addition to the limits of liability provided under this policy.

All other provisions of this policy remain the same.

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
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## COMMUNICABLE DISEASE EXCLUSION

The following applies in respect of excess non-aviation liability coverage only:

This Policy does not cover any liability, damage, injury, cost, expense or loss arising from the transmission or alleged transmission of:

1. Coronavirus disease (COVID-19);
2. any disease caused by any mutation or variation of Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2);
3. any other infectious disease (being a disease that is contagious and that can be transmitted either directly or indirectly from one source to another by an infectious agent or its toxins) provided such disease has been declared as a Public Health Emergency of International Concern by the World Health Organization.

In addition, in the event that the primary policy affords cover for business interruption losses, this Policy does not cover any claims for loss of revenue, loss of hire, loss of market, delay or any indirect financial loss, howsoever described, directly or indirectly arising from 1, 2 or 3 above or the fear or the threat thereof (whether actual or perceived), including where such claims result from any action or failure to take action in controlling, containing, preventing, suppressing or slowing the transmission of such disease.

All other terms, conditions and limitations of the insurance remain unchanged.

**Name Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number:**  
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## ADDITIONAL INSURED ENDORSEMENT

In consideration of an additional premium of \$Included, this endorsement modifies the policy to which it is attached as follows:

The Company agrees to waive its rights of recovery against the following, but only with respect to the **physical damage** coverage afforded by this policy and subject to the following:

(Only the clause(s) indicated by an "X" shall apply.)

- ☐ The scheduled persons or organizations are included as additional insured.
- ☐ The scheduled persons or organizations are included as an additional insured under the liability coverages as respects their operation of N# under a dry lease agreement between the **Named Insured** and the scheduled persons or organizations.
- ☐ The scheduled persons or organizations are included as additional insured but only as respects liability coverages.
- ☒ The scheduled persons or organizations are included as additional insured under the liability coverages, but only as respects operations of the **Named Insured**.
- ☐ The scheduled persons or organizations are included as additional insured but only as respects operations of the **Named Insured**.
- ☐ The scheduled persons or organizations are included as additional insured under the liability coverages but only as respects the **Named Insured's** use of **premises** owned, rented or controlled by the scheduled persons or organizations.
- ☐ Such insurance as is afforded by this policy shall also apply to the scheduled organization as an additional insured insofar as work performed by the **Insured** for and/or under agreement between the **Insured** and the scheduled organization is concerned.
- ☐ The scheduled organization shall not by reason of its inclusion as an additional insured incur liability to us for payment of premium for such insurance.
- ☐ Coverage is primary and is not contributing with any insurance or self-insurance maintained by the scheduled organization.
- ☐ The term "**Insured**" is used severally and not collectively, but the inclusion herein of more than one **Insured** shall not operate to increase the Limit of the Company's Liability.
- ☐ This policy will not be canceled nor the coverage materially changed adversely to the scheduled organization by the Company without thirty (30) days prior written notice (10 days for non-payment of premium) of such cancellation or adverse change in coverage to the scheduled organization at the address indicated.
- ☐ With respect to **Physical Damage** Coverage, the Company agrees to waive its right of recovery against the scheduled organization and its subsidiaries.
- ☒ The insurance extended by this endorsement shall not apply to, and the person or organization named in the schedule is not insured for **Bodily Injury** or **Property Damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft, aircraft parts, or any other product by that person or organization.

Schedule: Employer LLC  
123 Road  
Atlanta, GA 30067

All other provisions of this policy remain the same.

**Named Insured:** Billy Pilot  
**Policy Number:** T-AVIN2025002848-01  
**Effective Date:** February 18, 2025

**Endorsement Number**  
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## GEORGIA CANCELLATION - NONRENEWAL ENDORSEMENT

This endorsement modifies the policy to which it is attached as follows:

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "Named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the Declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

### CANCELLATION / NONRENEWAL

- A) The cancellation conditions of this policy are replaced by the following:
1. The First Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation stating a future date on which this policy is to be cancelled, subject to the following:
    - a) If by statute, regulation or contract this notice must be given to a governmental agency, mortgagee or other third party, the Insurer will mail or deliver notice to the third party at least ten (10) days before the effective date of cancellation. The First Named Insured agrees to mail or deliver a notice to the Insurer at least fifteen (15) days in advance of cancellation.
    - b) If only the interest of the First Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the First Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the First Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the First Named Insured.
- B) The following is added to the cancellation condition and supersedes any other provisions to the contrary:
- If the Insurer decides to:
1. Cancel or nonrenew this policy; or
  2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
  3. Change any policy provision which would limit or restrict coverage;
- Then:
- The Insurer will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the First Named Insured at the last mailing address known to the Insurer. The Insurer will mail or deliver notice at least:
1. Ten (10) days before the effective date of cancellation if this policy has been in effect less than sixty (60) days or if the Insurer cancels for nonpayment of premium; or
  2. Forty-five (45) days before the effective date of cancellation if this policy has been in effect sixty (60) or more days and the Insurer cancels for a reason other than nonpayment of premium; or
  3. Forty-five (45) days before the expiration date of this policy if the Insurer decides to nonrenew, increase the premium or limit or restrict coverage.

All other provisions of this policy remain the same.

## Allianz Global Risks US Insurance Company Privacy and Security Statement

Protecting you and your family from loss is important to Allianz Global Risks US. Just as important to us is protecting your privacy and the personal information we use to provide you with superior products and service.

At Allianz Global Risks US, and its subsidiaries, our policy is to maintain appropriate confidentiality with regard to all personal information obtained in the course of doing business with you. Our pledge to protect your privacy is reflected in this Privacy Statement which outlines our principles in collecting, using and safeguarding your personal information and information about your relationship with us.

### Personal Information Allianz Global Risks US Collects

Allianz Global Risks US only collects personal information about you when it is necessary to conduct the business of insurance. We limit the collection of personal information to what we reasonably believe is needed to administer your account. As a result, we collect personal information from the following sources:

- Personal information you share with us either directly or through your agent, such as the information on your insurance application, requested policy change information or other forms you may complete.
- Personal information you provide or which is obtained through the process of handling a claim, including medical information, such as from an accident report.
- Personal information about you from your transactions with us, our affiliates or others such as the number of years you have been a policyholder with Allianz Global Risks US or the types of coverage you purchase.
- Personal information about you from a consumer reporting agency, such as a credit report or a Motor Vehicle Report.

If you visit or use the Allianz Global Risks US website, or one of our subsidiaries, we may use “cookies” (small text files transferred from our website to your hard drive) to recognize repeat users, track usage and facilitate your access to and use of the site. We do not use “cookies” to gather personal information, and we do not link cookies to identifiable information, such as your policy number. The “cookies” only enable you to use our website more easily.

### Personal Information Allianz Global Risks US Discloses

Allianz Global Risks US does not disclose any personal information about current or former customers to anyone, except as permitted by law.

When possible, we advise our vendors and other nonaffiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of our privacy policy. We make every effort to use vendors whose approach to customer privacy reflects our own.

### Allianz Global Risks US's Policies and Practices with Respect to Security of Personal Information

Allianz Global Risks US uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to only those employees who need that information to provide products or services to you.

Allianz Global Risks US, and its subsidiaries, also works hard to ensure that our websites are secure. We employ firewalls, encryption technology, user authentication systems and access control mechanisms to control access to the personal information that may be shared over these sites.

## Notification of Change

At Allianz Global Risks US, your trust is one of our most important assets. We will continually work to protect the privacy of our individual customers and will continually review our privacy policy. If at some point in the future we revise our privacy practices that affect your personal information, we will notify you prior to introducing any changes. This Privacy Statement is also displayed on our website. (<https://www.agcs.allianz.com/global-offices/united-states/>)

## For More Information or if You have Questions

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may email us at [nacorpcompliance@agcs.allianz.com](mailto:nacorpcompliance@agcs.allianz.com) or you can write to us at:

Allianz Global Risks US  
Corporate Compliance Department  
225 W. Washington Street, Suite 1800  
Chicago, IL 60606

## Allianz Global Risks US's Family of Companies

The following lists the issuing companies Allianz Global Risks US uses to issue insurance policies nationwide:

AGCS Marine Insurance Company  
Allianz Global Risks US Insurance Company  
Allianz Underwriters Insurance Company  
American Automobile Insurance Company  
Chicago Insurance Company  
Fireman's Fund Insurance Company  
Fireman's Fund Indemnity Corporation  
Interstate Fire & Casualty Company  
National Surety Corporation

Specimen