

Allianz Global Corporate & Specialty®

## Aircraft Insurance Policy

**Prepared for:** Sample Policy  
123 Main Street  
Atlanta, GA 30067

**Arranged by:** ZZTestBroker  
710 East Main Street  
Lexington, KY 40502

SPECIMEN

## 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

Policy Number: T-AV112025002258-01

Previous Policy Number: NEW

## AIRCRAFT INSURANCE POLICY DECLARATIONS

<p>Issued by:</p> <p>Allianz Global Risks US Insurance Company 225 W. Washington Street, Suite 1800 Chicago, IL 60606-3484</p> <p>(hereinafter known as the Company)</p>	<p>PRODUCER:</p> <p>ZZTestBroker 710 East Main Street Lexington, KY 40502</p>
<p><b>ITEM 1.</b> NAMED INSURED: Sample Policy MAILING ADDRESS: 123 Main Street Atlanta, GA 30067</p> <p><b>ITEM 2.</b> POLICY PERIOD: FROM January 1, 2025 TO January 1, 2026 BOTH AT 12:01 A.M. LOCAL TIME AT THE MAILING ADDRESS SHOWN IN ITEM 1.</p>	

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

ITEM 3. LIMITS OF INSURANCE			
Coverage A: BODILY INJURY - EXCLUDING PASSENGERS	\$	Not Applicable	Each Person
	\$	Not Applicable	Each Occurrence
Coverage B: PROPERTY DAMAGE	\$	Not Applicable	Each Occurrence
Coverage C: PASSENGER LIABILITY	\$	Not Applicable	Each Passenger
	\$	Not Applicable	Each Occurrence
Coverage D: SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE LIABILITY INCLUDING PASSENGERS WITH PASSENGER LIABILITY LIMITED TO:		\$1,000,000	Each Occurrence
		\$100,000	Each Passenger
Coverage E: MEDICAL EXPENSE -INCLUDING CREW		\$10,000	Each Person

ITEM 4. COVERAGES F, G or H: DESCRIPTION OF AIRCRAFT AND PHYSICAL DAMAGE COVERAGE:							
Reg. Number	Make & Model	Year Built	Seats Crew/Pass.	Insured Value	Cover letter	Deductibles	
						Not In-Motion	In Motion/ Ingestion/ Moored
N12345	Cessna 182	1980	1/3	\$95,000	F	NIL	NIL
<b>Physical Damage</b> Coverage letters mean as defined in Paragraph 3. Physical Damage Coverage of the Insuring Agreements. Coverage letters "N/C" mean not covered.							

**ITEM 5.** Pilots: When **In Flight** the **Aircraft** will be operated only by pilots meeting the requirements of this policy.

**ITEM 6.** The Aircraft will be used only for the purpose(s) indicated by "X" below (see Definitions)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Charter/Air Taxi                             | <input type="checkbox"/> Commercial                       | <input type="checkbox"/> Instruction and Rental                      |
| <input type="checkbox"/> Industrial Aid                               | <input checked="" type="checkbox"/> Pleasure and Business | <input type="checkbox"/> Any use required by the <b>Name Insured</b> |
| <input type="checkbox"/> As Endorsed (See Purpose of Use Endorsement) |   |  |

**ITEM 7.** The **Named Insured** is and shall remain the sole owner of the **aircraft** and the **aircraft** is not subject to any encumbrance other than as shown in this policy.

**ITEM 8.**

<b>Premium</b>	Policy Premium	\$1,338
	Tax	\$0.00
	Total	\$1,338.00

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AS OF THE EFFECTIVE DATE
<p>Endorsements 1 - <b>AC 2403</b> - Pilot Warranty Endorsement</p> <p>Endorsements 2 - <b>AC 4020</b> - Broad Coverage Endorsement</p> <p>Endorsements 3 - <b>AC 4160</b> - Automatic Attachment Endorsement for Newly Acquired Aircraft</p> <p>Endorsements 4 - <b>AC 4200</b> - Personal Injury Extension Endorsement</p> <p>Endorsements 5 - <b>AC 4240</b> - Non-Owned Aircraft Physical Damage Endorsement</p> <p>Endorsements 6 - <b>AC 4245</b> - Non-Owned Aircraft Liability Endorsement</p> <p>Endorsements 7 - <b>AC 4980</b> - Date Change Recognition Exclusion Endorsement Limited Write-Back Provision</p> <p>Endorsements 8 - <b>AC 8700</b> - Data Event Clause</p> <p>Endorsements 9 - <b>AV 3650</b> - TRIA Disclosure Endorsement</p> <p>Endorsements 10 - <b>AV 3700</b> - TRIA Exclusion Endorsement</p> <p>Endorsements 11 - <b>AV 4125</b> - TRIA Physical Damage Write-Back Endorsement</p> <p>Endorsements 12 - <b>AV 4150</b> - TRIA Liability Write-back Endorsement</p> <p>Endorsements 13 - <b>AV 4380</b> - Aircraft Relocation Expense Reimbursement Endorsement</p> <p>Endorsements 14 - <b>AV 4721</b> - Aircraft Rental to Named Pilots</p> <p>Endorsements 15 - <b>AV 6100</b> - Waiver of Subrogation Endorsement</p> <p>Endorsements 16 - <b>AV 6200</b> - Additional Insured Endorsement</p> <p>Endorsements 17 - <b>AV 6350</b> - Broad Owner Lessor Endorsement</p> <p>Endorsements 18 - <b>AV 6400</b> - Loss Payable Endorsement</p> <p>Endorsements 19 - <b>AV 6450</b> - Lienholder's Interest Endorsement</p> <p>Endorsements 20 - <b>AV 4450</b> - (CW except AK, CA) Communicable Disease Exclusion</p> <p>Endorsements 21 - <b>AV-GA01</b> - Georgia Cancellation Nonrenwal Endorsement</p>

THESE DECLARATIONS, TOGETHER WITH THE AIRCRAFT INSURANCE POLICY 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

**International Flight Operations Notice**

Although this policy provides coverage in Mexico, the Mexican Government (DGAC) may require proof of aircraft liability written through a Mexican insurance company. Mexican liability coverage is available through the Company, if needed.

Other countries may require special evidences of coverage and/or have advance notification requirements. The aircraft operator should familiarize itself with any such requirements and advise its insurance broker of any special needs well in advance of flight.

The aircraft along with its crew and passengers may be delayed or detained if proper evidence of insurance coverage cannot be provided.

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# 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 of the terms of this policy including the applicable limits of liability, the Company agrees with the **Named Insured** as follows:

## DEFINITIONS

When appearing in this policy in bold face print:

**“Aircraft”** means the aircraft described in **Item 4.** of the Declarations and, when appropriate, any aircraft qualifying under the provisions of Special Insuring Agreements **2.a), b) or c)**, including the propulsion system and equipment usually installed in the aircraft (1) while installed in the aircraft, (2) while temporarily removed from the aircraft and (3) while removed from the aircraft for replacement until such time as replacement by a similar item has commenced; also tools and equipment which are specially designed for the aircraft and which are ordinarily carried therein.

**“Betterment”** means any improvement that would add value to the **Insured Aircraft**.

**“Bodily Injury”** means physical injury sustained by any person, caused by an **occurrence** during the policy period, including sickness, disease, mental anguish, and death at any time resulting therefrom. Mental Anguish does not include personal 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 student instruction and **passengers** 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**.

**“Disappearance”** means missing **in flight** and not reported for sixty (60) days after commencing a flight.

**“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.

**“Federal Aviation Administration (FAA)”** means the duly constituted authority of the United States of America having jurisdiction over civil aviation, or its duly constituted equivalent in any other country.

**“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 or balloon, any time it is being transported, towed or while it is **in flight**.

**“Industrial Aid”** means operation of the **aircraft** by 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**.

**“Ingestion”** means damage to **aircraft** turbine engines or turbine auxiliary power units, if a part of the **aircraft**, caused by objects or substances not a part of the engine or its accessories, nor intended to be used in the engine, which occurs during the policy period and is the result of a single incident and of sufficient severity to require (or would require if its severity were known) immediate repair before further use.

**“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 includes not only the **Named Insured** but also any person while using or riding in the **aircraft** and any person or organization legally responsible for its use, provided the actual use is with the express permission of the **Named Insured**. Except with respect to the **Named Insured** the provisions of the paragraph do not apply:

- 1) to any employee with respect to **Bodily Injury**, sickness, disease or death of another employee of the same employer injured in the course of such employment;
- 2) to any person or organization or to any agent or employee thereof (other than any employee of the **Named Insured** while acting in the course of his employment by the **Named Insured**):
  - a) who manufactures, builds, sells or distributes aircraft, aircraft engines, aircraft components, aircraft accessories or fuel used in aircraft, or
  - b) who is engaged in the operation of an aircraft repair shop, aircraft sales agency, aircraft rental service, aircraft flying school, aircraft management service, aircraft aerial application service, aircraft inspection, appraisal, certification or examination service, commercial flying service, anyone providing piloting services, airline, airport, hangar, or pilot training center, or
  - c) who is engaged in the activity of instruction, evaluation, examination or certification of any pilot or **crew** member or prospective pilot or **crew** member, or
  - d) who charges a fee and/or receives any remuneration or benefit for providing any type of service whatsoever in connection with the ownership, maintenance, or use of the insured **aircraft**.
- 3) to any person or organization operating the **aircraft** under the terms of any rental agreement or training program which provides any remuneration to the **Named Insured** for the use of said **aircraft**;
- 4) to the owner or lessor, or any agent or employee thereof, of any **aircraft** which is the subject of the extended insurance provisions of **Special Insuring Agreements**.

**“Loss”** means direct and accidental **physical damage**.

**“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.

**“Mooring”** shall mean, while on water, a water alighting **aircraft** is anchored or moored, or during launching onto

or hauling up therefrom (except under its own power or momentum).

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

**“Occurrence”** means an accident, including continuous or repeated accidental exposure to conditions, during the policy period, which results in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the **Insured**. In the event of continuing or progressive **Bodily Injury** or **Property Damage** otherwise covered by the policy happening over an extended period of time, such **Bodily Injury** or **Property Damage** shall be deemed to be one **occurrence**, and shall be deemed to occur only when such **Bodily Injury** or **Property Damage** first commences.

**“Partial Loss”** means any **loss** which is not a **total loss**.

**“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, including **crew** member(s).

**“Physical Damage”** means direct or accidental physical **loss** of or damage to the **aircraft** not expected nor intended by the **Insured**, hereinafter called **loss**, but does not include loss of use or any residual depreciation or diminution in value (including loss of guaranty or warranty), if any, after repairs have been made.

**“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 by, or leased for more than thirty (30) days to the **Insured**.

**“Property Damage”** means (a) 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 (b) 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, emotional distress, loss of support, medical and funeral expenses, and any 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**.

**"Total Loss"** means any **Physical Damage loss** for which the "cost to repair" when added to the "salvage value" (the value of the **aircraft** after **Physical Damage** and prior to repairs) equals or exceeds the Insured Value of the **aircraft** as set forth in **Item 4.** of the Declarations. **Disappearance** of an **aircraft** or theft of the entire **aircraft** shall be considered a **total loss**.

## INSURING AGREEMENTS

The Company agrees:

### 1) LIABILITY COVERAGES

**Coverage A - Bodily Injury** Liability Excluding **Passengers** (including any and 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**;

**Coverage B - Property Damage** Liability - To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of **Property Damage**;

**Coverage C - Passenger Bodily Injury** Liability (including any and 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 **passenger** and **related claims** associated with such **passenger**;

**Coverage D - Single Limit Bodily Injury and Property Damage** Liability (including any and 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) and **Property Damage**;

caused by an **occurrence** and arising out of the ownership, maintenance or use of the **aircraft**; or only with respect to **Coverages A, B, and D**, caused by an **occurrence** and arising out of the maintenance or use of the **premises** in or upon which the **aircraft** is stored.

### 2) MEDICAL EXPENSE COVERAGE

**Coverage E - 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**, provided the **aircraft** is being used by or with permission of the **Named Insured**.

### 3) PHYSICAL DAMAGE COVERAGE

**Coverage F - In Flight, In Motion, and Not In Motion** - To pay for any **loss** to the **aircraft**, including **disappearance** of the **aircraft** while **in flight, in motion** and **not in motion**.

**Coverage G - Not In Flight** - To pay for any **loss** to the **aircraft** sustained while the **aircraft** is **not in flight** and which is not the result of fire or explosion following crash or collision while the **aircraft** was **in flight**.

**Coverage H - Not In Motion** - To pay for any **loss** to the **aircraft** sustained while the **aircraft** is **not in motion** and which is not the result for fire or explosion following crash or collision while the **aircraft** was **in motion** or **in flight**.

### 4) DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

**Under Coverages A, B, C and D**

The Company shall have the right and duty to defend any **suit** against the **Insured** seeking damages on account of **Bodily Injury** or **Property 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 does not exceed the limit of the Company's liability therein 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 \$250.00 per day because of time off from work.

## 5) UNITED STATES ARMY, NAVY AND AIR FORCE INSURANCE REQUIREMENTS

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

If the Company issues a Civil Aircraft Certificate of Insurance Form DD 2400, or any replacement thereof, as required by regulations of the U.S. Army, Navy or Air Force, then the insurance policy provisions required by the regulations shall be deemed to be incorporated herein and substituted for any policy provisions inconsistent therewith.

## 6) POLICY PERIOD AND TERRITORY

### Under All Coverages

This policy applies only to **Bodily Injury** or **Property Damage** which occurs, and to **physical damage** to the **aircraft** which is sustained, during the policy period and while the **aircraft** is within the United States of America, its territories and possessions, Canada, Mexico, Central America, or the West Indies or enroute between points therein.

## 7) TWO OR MORE AIRCRAFT

### Under All Coverages

When two or more **aircraft** are insured under this policy, the terms of this policy shall apply separately to each.

## SPECIAL INSURING AGREEMENTS

- 1) This section is applicable only if the purpose of use shown in **Item 6.** of the Declarations is limited to **Pleasure and Business.**
- 2) Coverages provided under paragraphs a), b) and c). below shall apply only to aircraft of the same Category and Class, as defined by the Federal Aviation Regulations, as the aircraft described in **Item 4.** of the Declarations.

### a) TEMPORARY USE OF SUBSTITUTE AIRCRAFT

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

While the **aircraft** described in **Item 4.** of the Declarations is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, such insurance as is afforded

under **Coverages A, B, C, D** and **E** is extended to apply with respect to the use, by or on behalf of the **Named Insured**, of a substitute **aircraft**, not owned in whole or in part by the **Named Insured**, while temporarily used as a substitute therefor.

## b) USE OF OTHER AIRCRAFT

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

If the **Named Insured** is one individual or one individual and spouse, such insurance as is afforded under **Coverages A, B, C, D** and **E** with respect to **aircraft** described in **Item 4.** of the Declarations is extended to apply with respect to the use, by or on behalf of the **Named Insured**, of the other **aircraft** not owned in whole or in part by, or furnished for regular use to such **Named Insured** and spouse. The insurance provided by this agreement shall apply only to the **Named Insured** and spouse.

## c) AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT

### Under All Coverages

If the **Named Insured** acquires ownership of an **aircraft** in addition to or replacement of the **aircraft** described in **Item 4.** of the Declarations and within thirty (30) days thereafter reports such acquisition to the Company, then the insurance afforded by this policy shall apply to such additional or replacement **aircraft** as of the time of such acquisition, provided that the Company insured all other **aircraft** owned in whole or in part by the **Named Insured** on such acquisition date. Unless the **Named Insured** and the Company agree otherwise, the coverages and limits of liability with respect to the additional or replacement **aircraft** shall be as follows:

- (1) As respects Liability Coverage and Medical Expense coverage,
  - (a) if an additional **aircraft**, the same coverages and limits of liability shall apply as the **aircraft** having the greatest total seating capacity, as described in **Item 4.** of the Declarations or
  - (b) if a replacement **aircraft**, the same coverages and limits of liability as the **aircraft** being replaced.
- (2) As respects **Physical Damage** coverage,
  - (a) if an additional **aircraft**, the same coverages, insured value and deductibles shall apply as the **aircraft** having the greatest total seating

capacity, as described in **Item 4.** of the Declarations, or

- (b) if a replacement **aircraft**, the same coverages, insured value and deductibles as the **aircraft** being replaced.

The **Named Insured** shall pay any additional premium required because of the application of the insurance to such other **aircraft**.

In no event shall the Company be liable for more than the **Named Insured** paid for any newly acquired or replacement aircraft subject to a maximum of \$75,000,000.00.

## EXCLUSIONS

This policy does not apply to any:

- 1) **Insured** while the **aircraft** is in flight with the knowledge and consent of the **Insured** or of any executive officer, partner, or managing agent of such **Insured** for any unlawful purpose or any purpose not so designated in the Declarations;
- 2) **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property, and to **Bodily Injury** or **Property Damage** resulting from efforts to prevent dangerous interference with the operation of the **aircraft**;
- 3) **Insured** while the **aircraft** is in flight with the knowledge and consent of the **Named Insured**:
  - a) if piloted by other than the pilot or pilots designated in the Declarations except while the **aircraft** is under the care, custody or control of a **Federal Aviation Administration (FAA)** approved repair station for the purpose of maintenance, repair or test flights or
  - b) if the **aircraft** does not possess a valid Standard or Utility Category Airworthiness Certificate unless the aircraft is being operated on a reposition, ferry or test flight, provided a special permit or waiver has been granted by the **FAA** for such flights and such flights are for the sole purpose of reinstatement or renewal of the Airworthiness Certificate.
- 4) a) **loss** or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss arising from,  
  
or to any legal liability of whatsoever nature,  
  
directly or indirectly caused by, contributed to, by or arising from:
  - (1) the radioactive, toxic, explosive or other hazardous properties of any explosive

nuclear assembly or nuclear component thereof;

- (2) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - (3) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of any other radioactive source whatsoever.
- b) it is understood and agreed that such radioactive material or other radioactive source in paragraphs 4) a) (2) and (3) above shall not include:
- (1) depleted Uranium and natural Uranium in any form,
  - (2) radioisotopes which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- 5) **Property Damage** or any consequential loss or any legal liability of whatsoever nature with respect to any of the nuclear risks described in exclusion 4) above as to which:
  - a) the **Insured** under this policy is also an **Insured** or an additional **Insured** under any other insurance policy, including any nuclear energy liability policy or
  - 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.
- 6) **loss**, destruction, damage, expenses or legal liability in respect of the nuclear risks not excluded by reason of exclusion 4) a) (2) and (3) 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 in the course of 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.
- c) in the case of any claim for the loss of or destruction 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:

Emitter	Maximum permissible level of non-fixed radioactive surface contamination
IAEA Health and Safety Regulations)	(Averaged over 300 cm <sup>2</sup> )
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 6) may be cancelled at any time by the Company giving seven (7) days notice of cancellation.

**7) 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 the purpose of this exclusion 7) g) only, an aircraft is considered to be 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 as a result 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).

**8) claims for:**

- a) any liability, including liability arising out of or assumed under contract, or any injury, **loss** or damage, including, but not limited to, fear of any injury, **loss** or damage, **Bodily Injury**, fear of **Bodily Injury**, personal injury, advertising injury, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, **Property Damage** or any **loss**, cost or expense, **loss** of use including grounding, or any other claim, cost or expense, including any costs associated with medical monitoring in connection with injury, **loss** or damage or fear of injury, **loss** or damage whatsoever directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving or related to asbestos or the use of or exposure to asbestos, including the failure of any product or material containing asbestos, or the existence or presence of asbestos in any place or thing or in the atmosphere, land, or any watercourse or body of water,
- b) any damages or any **loss**, cost or expense arising out of (i) any claim or suit by or on behalf of any governmental authority or any other allegedly responsible party because of, or (ii) any request, demand, order or statutory or regulatory requirement that any **Insured** or any other person or entity should be or is responsible for:



- (1) assessing the presence, absence, amount or effects of asbestos,
  - (2) identifying, sampling, testing for, detecting, monitoring, cleaning up, containing, treating, detoxifying, neutralizing, abating, disposing of, mitigating or removing asbestos or any product or material containing asbestos or
  - (3) responding to asbestos or the potential effects of asbestos in any way other than as described in this exclusion 8) b) (1) or (2) above or
- c) any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 8) b) (1) (2) or (3) of this exclusion.

The Company shall have no obligation to defend or indemnify, or to investigate claims or to share damages with or repay someone else due to or arising from, in whole or in part, any claim, action or suit against the **Insured** in connection with paragraphs a), b) and c) of this exclusion. The Company shall also not be responsible for any costs or expenses related to or associated with any such claims, action or suit.

**9) under Coverages A, B, C, D and E:**

- a) to liability assumed by the **Insured** under any contract or agreement, but this exclusion does not apply:
  - (1) to the assumption by the **Named Insured** of the liability of others for **Bodily Injury** or **Property 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;
  - (2) to liability the **Insured** would have in the absence of a contract or agreement.
- b) to an **Insured** under this policy who is also an **Insured** under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the **occurrence** resulting in such injury, sickness, disease, death or destruction; 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**, fear of **Bodily Injury**, damage or fear of damage, personal injury, advertising injury, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, **Property Damage**

or any **loss**, cost or expense, loss of use including grounding, or any other claim, cost or expense whatsoever, 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:

- (6) "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.
- (7) "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 by the **Insured** 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.

- (8) "Waste" means any waste including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you 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 9) c).

A claim or claims covered by the policy, when combined with any claims excluded by this exclusion 9) 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 9) 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.

- d) 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.
- 10) to any claim, **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 or not 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;

- (5) microprocessors, computer chips, integrated circuits or other information technology equipment or systems;

- 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:

- the change of year from 1999 to 2000;
- the change of date from August 21, 1999 to August 22, 1999;
- any other change of year, date or time;
- any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by or for the **Insured** to determine, rectify, or test for any potential or actual problems described in this exclusion.

11) under **Coverages A, C, and D:**

- a) to any obligation for which the **insured** or any carrier as their insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law or any similar law; or
- b) to **bodily injury** to any employee of the **Named Insured** arising out of and in the course of their employment by the **Named Insured**, but this exclusion b) does not apply to liability assumed by the **Named Insured** under any contract that is a prerequisite for the use of an airport facility.

12) under **Coverages B and D, to Property Damage** to property owned, occupied, rented or used 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 or transported by the **Insured**.

13) under **Coverages F, G and H:**

- 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**. This exclusion does not apply to **loss** or damage to an **aircraft** when a renter pilot, renting such **aircraft** pursuant to a rental agreement, converts, embezzles or secretes the **aircraft** while it is in the renter pilot's possession provided the **Named Insured** or renter, lessor or owner of the **aircraft** are in no way associated with or a participant in such conversion, embezzlement, or secretion

and have no prior knowledge thereof and have not acquiesced therein, or

- b) to **loss** or damage to tires except where such **loss** or damage is caused by fire, theft, windstorm or vandalism or 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,
  - (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**, or
  - (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.

## LIMIT OF THE COMPANY'S LIABILITY

### ALL COVERAGES -- Other Insurance

Except with respect to insurance afforded by **Special Insuring Agreements 2)** a) and b) and to insurance specifically purchased by the **Insured** to apply in excess of this policy, if there is other insurance in the **Insured's** name or otherwise, against **loss**, liability or expense covered by this policy, the Company shall not be liable under this policy for a greater proportion of such **loss**, liability or expense than the applicable limit of the

Company's liability bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**, liability or expense. Insurance afforded by **Special Insuring Agreements 2)** a) and b) shall be excess insurance over any other valid and collectible insurance available to the **Insured**, either as **Insured** under a policy applicable to the **aircraft** or otherwise and if such other insurance shall have been written through the Company as primary 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** sustained by any person as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each person". Subject to the above provision respecting "each person", 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** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each **occurrence**."

**Coverage B.** The total liability of the Company for all damages because of all **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**."

**Coverage C.** 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** sustained by any **passenger** as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each **passenger**". Subject to the above provision respecting "each **passenger**", 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** sustained by two or more **passengers** as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each **occurrence**."

**Coverage D.** 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".
- 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 as stated in **Item 4.** of the Declarations 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 the purpose of 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**.

#### **COVERAGES A, B, C AND D -- Severability of Interests**

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

#### **COVERAGE E -- Total Liability**

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 E** 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**.

#### **COVERAGES F, G AND H -- Total Liability**

With respect to **total loss**, the Company will pay the **Insured** value of the **aircraft**, as stated in the Declarations, subject to any applicable deductible.

With respect to **partial loss**, the company may pay for the least expensive and most reasonable means to repair the **aircraft** or may pay for the loss in money, subject to any applicable deductible, as follows:

- 1) If repairs are made by other than the **Named Insured**, the total of the:
  - a) cost to repair the damaged property with material of like kind and quality (excluding any charges for overtime), plus
  - b) cost of the least expensive and most reasonable method of transporting new and/or damaged parts and/or the damaged **aircraft** to the place of repair and the return of the repaired **aircraft** to the place where the **loss** occurred or the place where the **aircraft** is regularly based, whichever is nearer;
- 2) if repairs are made by the **Named Insured**, the total of the:
  - a) actual cost to the **Insured** of material of like kind and quality,
  - b) actual wages paid for labor, excluding overtime,
  - c) overhead and supervisory services up to a maximum of 150% of 2) b) hereinabove and
  - d) cost of the least expensive and most reasonable method of transporting new and/or damaged parts and/or the damaged **aircraft** to the place of repair and the return of the repaired **aircraft** to the place where the **loss** occurred or the place where the **aircraft** is regularly based, whichever is nearer.

With respect to any **partial loss** or **total loss**, the following shall apply;

- 3) The amount due under this policy shall not exceed the amount due were the **loss** payable as a **total loss**;
- 4) Any salvage value remaining shall inure to the benefit of the Company and the **Named Insured** shall provide clear title thereto;
- 5) Any equipment attached to the **aircraft**, even if subsequent to the effective date of coverage, shall be considered a part of the **aircraft**;
- 6) There shall be no abandonment of any damaged property without the consent of the Company.

If the **loss** is due to theft or **disappearance**, the Company shall have the right to return any found stolen property at any time prior to actual payment of the claim hereunder, with payment for any **Physical Damage** sustained thereto.

As available, the Company will pay for repair or replacement of like, kind and quality. The Company will not pay excess of like, kind and quality amounts for the cost of **betterment**.

## CONDITIONS

### APPLICABLE TO COVERAGES A, B, C AND D

#### 1) 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 on this policy unless all of 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 in excess of 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.

#### 2) 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 promptly for any amounts the Company would not have had to pay were it not for this clause.

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

- a) The **Named Insured** must promptly notify the Company 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 of the following:
  - (1) particulars sufficient enough 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 prompt written notice of

the claim or suit. 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 its own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Company's consent.

#### 4) 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 claim is made or suit is brought.

### APPLICABLE TO COVERAGE E – MEDICAL EXPENSE

#### 5) ACTION AGAINST THE COMPANY

No person or organization has the right under this policy to sue on this policy unless all of its terms have been fully complied with and until thirty (30) days after the required proofs of claim have been filed with the Company.

#### 6) 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.
- b) The Company may pay the injured person or any person or organization rendering the services and 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 COVERAGES F, G, AND H – PHYSICAL DAMAGE

#### 7) ACTION AGAINST THE COMPANY AND PAYMENT OF LOSS

The Company does not have to pay, and the **Named Insured** does not have the right to sue on this policy, unless all of its terms have been fully complied with and until thirty (30) days after the required proofs of **loss** have been filed with the Company and the amount of **loss** is determined as provided by the policy, nor at all unless commenced within twelve (12) months after the date of the **loss**.

#### 8) APPRAISAL OF LOSS

If the **Named Insured** and the Company fail to agree as to the amount of **loss**, each shall, upon written notice to the other, hire at its own expense an independent aircraft appraiser. The appraisers will then agree on a knowledgeable and neutral umpire. If they cannot agree on the umpire in fifteen (15) days, a Judge of the county of the pending appraisal will appoint the umpire. Agreement by any two of these three shall determine the amount of **loss**. The **Named Insured** and the Company will share the umpire's cost equally. But this clause shall not deprive or waive any rights of the Company.

#### 9) AUTOMATIC REINSTATEMENT

In the event of **loss**, whether or not covered by this policy, the amount of insurance in respect to any **aircraft** shall be reduced as of the time and date of **loss** by the amount of such **loss** and such reduced value shall continue until repairs are commenced when the amount of insurance shall be automatically increased by the value of the completed repairs until the amount of insurance is fully reinstated or the policy has expired.

#### 10) INSURED'S DUTIES WHEN LOSS OCCURS

When **loss** occurs, the **Insured** shall:

- a) take all reasonable precautions to protect the property or **aircraft** after an **occurrence**. The

Company shall reimburse the **Insured** all reasonable cost in affording such protection,

- b) not abandon the property or **aircraft**,
  - c) immediately contact the Company and provide prompt written notice at the address appearing on the policy back cover, including the following:
    - (1) time, place and description of events and
    - (2) a description and location of the **aircraft**,
  - d) promptly report theft and vandalism to the Company and local police,
  - e) do nothing after the **loss** to harm the Company's rights of recovery against any person or organization,
  - f) allow the Company to inspect the property,
  - g) submit to examination under oath if requested by the Company,
  - h) allow the Company to inspect all aircraft records, pilot logbooks, repair and service invoices, sales receipts and any other pertinent records until settlement of the **loss** and
  - i) file proof of **loss** with the Company within sixty (60) days after the date of **loss**, in the form of a sworn statement to include:
    - (1) the interest of the **Named Insured** and all others in the property affected,
    - (2) any encumbrances thereon,
    - (3) the actual cash value of the property at the time of the **loss**,
    - (4) the amount, place, time and cause of such **loss** and
    - (5) the description and amounts of all other insurance covering such property,
- unless such time is extended in writing by the Company.

#### 11) 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 ALL COVERAGES

#### 12) 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 its own cost, voluntarily make any 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**.

### 13) BANKRUPTCY

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

### 14) 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 cancelled, the Company will return any premium refund due. If the Company cancels, the refund will be pro rata. If the **Named 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. The Company shall not be liable for any return **Physical Damage** premium in respect to any **aircraft** on which a **total loss** has been paid.
- e) If notice is mailed, proof of mailing will be sufficient proof of notice.

### 15) 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.

### 16) 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.

### 17) FRAUD OR MISREPRESENTATION

This policy shall be void if the **Named 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 **Named Insured** touching any matter relating to this insurance or the subject thereof, whether before or after a **loss**.

### 18) INSPECTION AND SURVEYS

The Company has the right but is not obligated to:

- a) make inspections and surveys at any time,
- b) give the **Named 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:

- d) are safe and healthful or
- e) 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 make insurance inspections, surveys, reports or recommendations.

### 19) 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 thirty (30) days before the expiration date.

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

### 20) PREMIUMS

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

### 21) REPRESENTATIONS

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

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



- c) the Company has issued this policy in reliance upon the **Named Insured's** representations.

## 22) STATE STATUTES

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

## 23) 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 **loss** to impair them. 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.

## 24) 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.

## 25) 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.

## 26) VIOLATION OF STATUTE

Whenever coverage provided by this policy would be in violation of any of U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

-END-

**Name Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
1

## PILOT WARRANTY ENDORSEMENT

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

The Pilots section as set forth on the Declarations is completed as follows:

It is a condition of this insurance that when **in flight**, the **aircraft** will be operated only by the pilots described below:

With respect to Cessna 182 N12345

It is a condition of this insurance that when **in flight**, the **aircraft** will be operated only by the pilots described below:

NAMED PILOTS: Test Pilot or;

Any pilot having a valid Private or more advanced Pilot Certificate issued by the **FAA**.

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
2

## BROAD COVERAGE ENDORSEMENT

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

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

☐ **AIRWORTHINESS CERTIFICATE**

Exclusion 3) b) set forth in the policy provisions is deleted.

☒ **AUTOMATIC INSURANCE FOR INCREASED INSURED VALUE**

If the value of the **aircraft** increases due to **modification** or additional equipment accomplished during the Policy Period, the Amount of Insurance applicable to the **aircraft's physical damage** coverage shall increase automatically by the cost of such **modification** or additional equipment provided however that:

- (a) such increase in value is reported to the Company within thirty (30) days of completion of such **modification** or additional equipment;
- (b) the maximum automatic increase for which the Company shall be liable shall not exceed 25% of the insured value applicable to such **aircraft** specified in the Declarations before such **modification** or additional equipment, subject however to a maximum insured value of \$118,750 whichever is less;
- (c) the **Insured** pays any additional premium when due on account of such increase in insured value.

"**Modification**" as used in this endorsement shall mean a physical change to an **aircraft** insured for **physical damage** by this policy to enhance or improve performance. Modification does not include routine or scheduled maintenance.

☒ **BAGGAGE & HANGAR COVERAGES**

**Property Damage** coverage is extended to include the following additional coverages:

- (a) direct **physical damage** to **passenger's baggage** for not more than \$1000 each **passenger**, any one **occurrence**;
- (b) **Property Damage** to hangars and the contents thereof, of others, in the care, custody or control of the **Insured**, for not more than \$50,000 each **occurrence**.

This clause does not include coverage for damage to **aircraft** of others or any **aircraft** which could be insured elsewhere within this policy.

"**Baggage**" means handbags, suitcases, valises, briefcases and other forms of baggage or personal effects usually carried by travelers, and the contents thereof, but excluding accounts, bills, jewelry, deeds, evidences of debt, letters of credit, passports, documents, coupons, money, credit cards, notes, securities, manuscripts, valuable papers, airline and other tickets.

Coverage provided by this paragraph is secondary to and excess over any other valid insurance available and collectible by the **Insured**.



☒ DEFINITION OF PREMISES

**"Premises"** means such portions of airports and heliports used by the **Named Insured** directly in connection with the ownership, maintenance or use of any **aircraft** inclusive of premises owned, operated or maintained by the **Named Insured**.

The limit of insurance provided under Item 1) of the Insuring Agreements with respect to an **occurrence** and arising out of the maintenance or use of the **premises** in or upon which the **aircraft** is stored shall be:

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

☒ the same limit as the Coverages A, B and D set forth on the Declarations; or

☒ \$ 1,000,000 per **occurrence**

Coverage provided by this paragraph is secondary to and excess over any other valid insurance available and collectible by the **Insured**.

☒ EMERGENCY OR UNEXPECTED LANDING

This policy is extended to pay for the reasonable expenses of disassembly and removal of an **aircraft** insured under this policy from a place of emergency or unexpected landing to the nearest airport, provided that the place of emergency or unexpected landing is inadequate for a safe take-off for flight.

The Company shall not be liable:

- (a) if the **aircraft** is not insured while in flight,
- (b) for any expense in correcting any mechanical difficulty,
- (c) for any expenses that exceed 100% of the insured value of the **aircraft** involved.

If the cost to disassemble, remove and/or transport the **aircraft** equals or exceeds the **aircraft** insured value or actual cash value the Company will pay a **total loss** and all rights to any remaining salvage shall inure to the Company.

☒ EXTRA EXPENSE FOR RENTING SUBSTITUTE AIRCRAFT

Only with respect to **aircraft** insured for Ground and Flight coverage F:

1. The Company will pay the **Named Insured** for the **extra expense** caused by an **occurrence** and arising out of **Insured's physical damage loss** to an **aircraft** scheduled in the Declarations.
2. Limit of Liability  
\$500 each day, each **aircraft**  
\$15,000 each **occurrence**, each **aircraft**
3. The insurance afforded by this coverage does not apply to:
  - (a) any expenses incurred within 5 days from the date of **occurrence**.
  - (b) any expenses if another similar aircraft is available at no charge.
  - (c) any expenses if the **Named Insured** acquires through ownership, lease, lease purchase option, or otherwise, a permanent replacement aircraft for the damaged **aircraft**.
  - (d) any expenses if the **aircraft** is a **total loss** and the Company has offered the **Named Insured** a proof of loss.
  - (e) any expenses incurred after repairs covered under Ground and Flight Coverage F on the **aircraft** have been completed.
  - (f) any expenses incurred after 30 days from the date of **occurrence**.

**"Extra Expense"** means the costs of leasing or renting a temporary substitute aircraft which exceeds the cost the **Named Insured** would have incurred if the **Named Insured** could have operated the **aircraft** had it not been damaged.

☒ EXTRA EXPENSE OF TEMPORARY REPLACEMENT AIRCRAFT PARTS

Only with respect to **aircraft** insured for Ground and Flight coverage F:

The Company will pay extra expense, including the direct cost of installation, removal and transportation, incurred by the **Named Insured** for renting or leasing aircraft parts as temporary replacements for aircraft parts;

1. damaged and being repaired, or
2. destroyed and being permanently replaced,

caused by a **physical damage loss** covered by this policy to an **aircraft** shown in the Declarations.

The Limit of the Company's Liability with respect to this coverage shall not exceed:

\$25,000 each **loss**, regardless of the number of such replacement parts or **aircraft**.

The coverage provided herein shall be in addition to the Limit of Liability shown in the Declarations.

This coverage does not apply:

1. if the time to permanently replace, or to repair and return such part is less than 5 calendar days;
2. if the **aircraft** to which this coverage applies is a total, constructive total or arranged **total loss**;
3. to the **Insured's** spare parts;
4. to parts under existing rental, lease or exchange agreements;
5. to charges for wear, tear or depreciation, damage, **loss**, loss of use, maintenance, repairs or operating costs;
6. to charges incurred after such damaged or destroyed part has been permanently repaired or replaced;
7. to charges incurred while such **aircraft** or temporary replacement part is unusable on account of an Airworthiness Directive, factory Service Bulletin, airworthiness inspection, breakdown, malfunction or unsuitability;
8. to charges incurred during the period prior to installation of such temporary part on the **aircraft** if uninstalled for three (3) days or more.

☐ HANGARKEEPER'S LIABILITY

The Company will pay on behalf of the **Insured** all sums the **Insured** is legally obligated to pay as damages because of **Property Damage** caused by an **occurrence** to any aircraft but only while such aircraft is not in **flight** and is in the care, custody and control of the **Insured** for safekeeping, storage or repair.

This coverage shall not apply to:

- (a) any **aircraft** that is owned by, leased to, rented or loaned to, the **Insured**, partners of the **Insured**, an officer or employee of the **Insured**;
- (b) robes, wearing apparel, personal effects or merchandise;
- (c) any damages due to theft or conversion by the **Insured**, partners of the **Insured**, or an officer or employee of the **Insured**;
- (d) the **Insured's** liability under any agreement to be responsible for damages to any aircraft.

The Limit of Liability with respect to this coverage is \$            each **aircraft**, \$            each **occurrence** and is subject to a deductible of \$1,000 each **aircraft**.

The Company's right and duty to defend will end when the Company has used up the applicable limits of insurance in the payment of judgments or settlements under this coverage.



☐ **HOST LIQUOR LIABILITY**

The Company will pay on behalf of the **Insured** all sums which the **Insured** becomes legally obligated to pay as damages because of **Bodily Injury** or **Property Damage** caused by an **occurrence** during the policy period arising out of the serving or giving of alcoholic beverages at or from the **Insured's premises** or any **aircraft** covered by this policy. The insurance provided by this coverage section is excess insurance.

The Limit of Liability with respect to this coverage is \$ \_\_\_\_\_ aggregate.

☐ **MOBILE EQUIPMENT LIABILITY**

The Company will promptly pay on behalf of the **Insured** all sums the **Insured** becomes legally obligated to pay as damages because of **Bodily Injury** and **Property Damage** caused by an **occurrence** arising out of the ownership, maintenance or use of **mobile equipment**.

**"Mobile equipment"** shall mean a land vehicle (including any machinery or apparatus attached) that is not subject to motor vehicle registration or is used exclusively on **premises** owned by or rented to the **Named Insured**, but only while used on **premises** and in connection with the maintenance or operation of **aircraft** or **premises**. The insurance provided by this coverage shall be excess over any other coverage available to the **Insured**.

The Limit of Liability with respect to this coverage is \$ \_\_\_\_\_ each **occurrence**.

☐ **PHYSICAL DAMAGE TO SPARE ENGINES, PARTS, AVIONICS AND ACCESSORIES**

**Physical damage** coverage is extended to insure aircraft engines, parts, avionics and accessories not attached to or forming a part of any aircraft and being the property of the **Named Insured** or the property of others for which the **Named Insured** is legally liable, against all risks of loss from external cause. In addition to the exclusions applying to **physical damage** coverage, the coverage extended by this paragraph does not apply to:

- (a) any property while temporarily detached from an aircraft;
- (b) **loss** or damage occurring once attachment or installation of such property has begun;
- (c) mysterious disappearance of the insured property;
- (d) depreciation, delay, loss of market or loss of use of the insured property.

The Limit of Liability with respect to this coverage is \$ \_\_\_\_\_ each **occurrence** subject to a deductible of \$1,000 each and every **loss**.

☐ **POLICY TERRITORY**

The **POLICY PERIOD AND TERRITORY** set forth in the Insuring Agreements is amended to read as follows:

**Under All Coverages**

This policy applies only to **Bodily Injury** or **Property Damage** which occurs, and to **physical damage** to the **aircraft** which is sustained, during the policy period and while the **aircraft** is anywhere in the world.

☒ **PREMISES MEDICAL COVERAGE**

The Company will pay all reasonable **medical expenses** incurred within one (1) year from the date of injury, to or for each person who sustains **Bodily Injury** caused by an **occurrence** and arising out of the ownership, maintenance or use of the **premises**. The same exclusions and conditions applicable to **aircraft medical expense** coverage in this policy shall also apply to this coverage.

The Limit of Liability with respect to this coverage is \$10,000 each person.

☒ PRODUCTS LIABILITY - SALE OF **AIRCRAFT**, AIRCRAFT PARTS, FOOD AND BEVERAGE

Liability coverage is extended to include all sums which the **Insured** shall become legally obligated to pay for **Bodily Injury** or **Property Damage** caused by an **occurrence** and arising out of:

- (a) the sale or relinquishment from exclusive written lease by the **Named Insured** of **aircraft** or **aircraft** parts;
- (b) the furnishing to others of aircraft fuel or aircraft maintenance services by the **Named Insured** without intentional profit;
- (c) the furnishing to **passengers** of food and beverage by the **Named Insured** in connection with the operation of **aircraft** or **premises**.

This coverage shall apply only if the **Bodily Injury** or **Property Damage** occurs away from **premises** used by the **Named Insured** and after physical possession of such **aircraft**, aircraft parts, aircraft fuel, food or beverage has been relinquished to others and such services have been completed.

The Limit of Liability with respect to this coverage is \$1,000,000 each **occurrence** and aggregate and such limit is in addition to the limits for aircraft liability.

☒ SEARCH AND RESCUE EXPENSES

DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS Insuring Agreement is extended to include the following additional coverages:

- (a) the cost of runway or **aircraft** foaming incurred by the **Insured** for minimizing **loss** under this policy, but not in excess of \$50,000 each **occurrence** for each foaming;
- (b) the actual expenses incurred by the **Insured**, but not to exceed \$50,000 any one **occurrence**, for search and rescue operations performed by or at the request of the **Named Insured**, but only after all governmental and military search and rescue operations have been discontinued.

☒ TRIP INTERRUPTION EXPENSE

DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS are extended to include the following expenses incurred as a result of a covered **physical damage loss**:

The Company will promptly reimburse the **Named Insured** for their reasonable expenses of food, travel and lodging of **passengers** incurred from the place where an **aircraft** insured hereunder suffers a covered **physical damage loss** to the intended final destination of the **aircraft**, or back to the place they originally boarded the aircraft, if the trip is discontinued. Coverage hereunder shall not exceed \$500 for each **passenger**, each **occurrence**. The **Named Insured** will provide to the Company duplicate invoices for all covered expenses within thirty (30) days of the date such expenses are incurred.

☒ UNEARNED PREMIUM INSURANCE

In the event of a **total loss**, the Company shall refund the pro-rata unearned premium applicable only to **physical damage** coverage, with respect only to such **aircraft** which is a **total loss**.

All other provisions of this policy remain the same.

**Name Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
3

## **AUTOMATIC ATTACHMENT ENDORSEMENT FOR NEWLY ACQUIRED AIRCRAFT**

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

For the purposes of this endorsement only, Paragraph 1) under **SPECIAL INSURING AGREEMENTS** does not apply.

Paragraph 2) c) under **SPECIAL INSURING AGREEMENTS** is hereby deleted and replaced by the following:

1. Coverages A, B, C, D, E and F shall attach with respect to the following **aircraft** indicated by an "X" to the left of the appropriate paragraph:

- ☐ (a) Any fixed wing, land **aircraft** bearing a "Standard" Category Airworthiness Certificate having no more than 6 total seats.
- ☒ (b) Any fixed wing, land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than 6 total seats and having a certificated gross weight not in excess of 12,500 pounds.
- ☐ (c)

acquired by the Insured, as owner or exclusive lessee, during the policy term provided that the Company is advised of the full details of the transaction within 30 days of acquisition or lease and the applicable premiums paid therefor.

2. As respects Liability Coverage and Medical Expense coverage,
- a. if an additional **aircraft**, the same coverages and limits of liability shall apply as the **aircraft** having the greatest total seating capacity, as described in **Item 4.** of the Declarations or
  - b. if a replacement **aircraft**, the same coverages and limits of liability as the **aircraft** being replaced.
3. As respects **Physical Damage** coverages:
- a. The insured value of such **aircraft** shall be the actual price paid including engine(s) as evidenced by the records of the **Insured** unless a different value is accepted by the Company after notification as required above.
  - b. The maximum amount of insurance automatically provided for any one **aircraft** shall not exceed \$ 118,750; and in the event an acquired **aircraft** shall have a value in excess of this amount, the Company shall not be liable in the event of loss for an amount greater than the percentage this limit bears to the actual value unless such actual value shall have been specifically approved on the particular **aircraft** by the Company in writing.
  - c. The amount of insurance automatically provided hereunder is subject to deductibles of:  
Not In Motion \$0  
In Motion, Ingestion, or Mooring \$0

4. Item 1. of this endorsement shall not apply to, and Coverages A, B, C, D, E and F shall not automatically attach, with respect to any **aircraft** scheduled below:

Schedule:

All other provisions of this policy remain the same.



**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
4

## PERSONAL INJURY EXTENSION

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

This insurance is extended to cover the **Named Insured's** Legal Liability for damages arising out of aircraft operations sustained by any person arising out of 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, eviction or other invasion of the right of private occupancy.
4. The publication or utterance of a libel or slander or of other defamatory or disparaging material in violation of an individual's right of privacy except publication or utterance in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Named Insured**.

The following additional exclusions shall apply to the insurance provided by this extension:

- (a) liability assumed by the **Insured** under any contract or agreement.
- (b) personal injury arising out of the willful violation of penal statute or ordinance, committed by or with the knowledge or consent of the **Named Insured**.
- (c) personal injury arising out of offense 4 above,
  - (i) if the first injurious publication or utterance of the same or similar material was made prior to the effective date of this insurance;
  - (ii) if such publication or utterance was made by or at the direction of the **Named Insured** with the knowledge of the false nature thereof.
- (d) liability for personal injury sustained by any person directly or indirectly related to the past, present or potential employment of such person by the **Named Insured**.

The Limit of Liability applicable to Personal Injury claims shall be \$1,000,000 any one offense and \$1,000,000 in the annual aggregate during the policy period being within the overall policy limit and not in addition thereto.

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
5

## NON-OWNED AIRCRAFT: PHYSICAL DAMAGE ENDORSEMENT

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

1. This policy is extended to apply to those sums which the **Named Insured** shall become legally liable to pay because of **physical damage** or **loss** to **aircraft** of others described in Paragraph 3. below (including the resultant loss of use thereof) being used by, or on behalf of, the **Named Insured**, provided such **aircraft** is not registered to, owned in whole or in part by, under a lease of more than a thirty (30) day term to, or under a lease-purchase option agreement to, or under the exclusive control of the **Named Insured**, or officer, partner, or employee thereof, or a member of the household of any of the foregoing.
2. This insurance shall be secondary to and excess over any other valid and collectible insurance available to the **Insured**. If such other Insurance is written through the Company as primary insurance, then the total limit of the Company's liability under all such policies shall not exceed the greatest Limit of Liability applicable under any one such policy.
3. The coverage provided by this endorsement only applies to the following **aircraft** indicated by an "X" to the left of the appropriate paragraph:
  - ☐ (a) Any fixed wing, land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than 6 total seats.
  - ☒ (b) Any fixed wing, land **aircraft** bearing a "Standard" category Airworthiness Certificate having no more than 6 total seats and having a certificated gross weight not in excess of 12,500 pounds.
  - ☐ (c)
4. In addition to the Exclusions appearing in the policy, the coverage provided by this endorsement does not apply:
  - (a) if the Company does not insure all the **aircraft** owned by, registered to, leased to or under the exclusive control of the **Named Insured**;
  - (b) to any claims arising out of any product designed, manufactured, sold, distributed, serviced or handled by an **Insured**;
  - (c) to any liability assumed by any **Insured** except in a written contract with a military or governmental body necessary for the use of any airport, unless endorsed in writing onto the policy;
  - (d) to any loss or damage to any material furnished by any **Insured** or to any work performed by the **Insured** out of which an accident or **occurrence** arises;
  - (e) to claims for **loss** of or damage to wearing apparel, personal effects or property of any description owned, rented, controlled or transported by any **Insured** whether or not the aircraft is lost or damaged;
  - (f) with respect to any **aircraft** rented, financed or leased to others by any **Insured**, or repossessed or reacquired by any **Insured**.



5. The Company's Limit of Liability with respect to the coverage under this endorsement shall in no event exceed: \$95,000 each **occurrence**, subject to the following deductible amounts each **occurrence**:

Not In Motion \$ 0

In Motion, Ingestion, or Mooring \$ 0

The **Named Insured** shall bear the deductible amount.

The above Limit of Liability is included within the policy Limit of Liability applicable to Liability Coverages, and is not in addition thereto.

6. With respect to the coverage provided by this endorsement only, the pilot requirements specified in Item 5. of the Declarations are deleted/as follows:

SPECIMEN

All other provisions of this policy remain the same.

**Name Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
6

## NON-OWNED AIRCRAFT: LIABILITY ENDORSEMENT

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

1. Such coverage as is afforded by this policy under Coverages A, B, C, D, and E also apply to the **Named Insured** (including any director, executive officer, partner, or employee, agent or stockholder thereof, but only while acting within his or her official duties as such) arising out of the use by, or on behalf of, the **Named Insured** of **aircraft** not owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days to the **Named Insured**,
2. TEMPORARY USE OF SUBSTITUTE AIRCRAFT and USE OF OTHER AIRCRAFT Special Insuring Agreements are deleted.
3. The coverage provided by this endorsement is secondary to and excess over any other valid and collectible insurance available to the **Insured**, except insurance purchased as excess of the coverage provided by this endorsement. If such other insurance is written through the Company, the total limit of the Company's liability under all such policies shall not exceed the greatest Limit of Liability applicable under any one such policy.
4. This endorsement applies only to the non-owned **aircraft** indicated by an "X" to the left of the appropriate paragraph.
  - ☐ (a) Any fixed wingland **aircraft** bearing a "Standard" Category Airworthiness Certificate having no more than 6 total seats.
  - ☒ (b) Any fixed wing land aircraft bearing a "Standard" category Airworthiness Certificate having no more than 6 total seats and having a certificated gross weight not in excess of 12,500 pounds.
  - ☐ (c)
5. In addition to the Exclusions applicable to Coverages A, B, C, D, and E, the coverage provided by this endorsement also does not apply to:
  - a. Any person or organization with respect to **aircraft** owned in whole or in part by, registered to, or under a lease agreement with a term of more than thirty (30) days, to such person (or member of his/her household) or organization;
  - b. **Physical damage** or **property damage** to, destruction of, or loss of use of non-owned **aircraft**;
  - c. Claims arising out of any product designed, manufactured, sold, distributed, serviced or handled by an **Insured**; however, this exclusion does not apply when a non-owned aircraft is being operated by the **Named Insured**.
  - d. Claims arising out of any **aircraft** rented to, financed for, or leased to others (or repossessed or reacquired) by any **Insured**, subsidiary, owned or controlled firm thereof;
  - e. Liability arising out of **aircraft** insured elsewhere in the policy to which this endorsement is attached.
6. With respect to the coverage provided by this endorsement only, the pilot requirements specified in the Declarations are deleted/as follows

All other provisions of this policy remain the same.

7. The Company's Limit of Liability with respect to the coverage under this endorsement shall in no event exceed:

<b>Coverage A: BODILY INJURY - EXCLUDING PASSENGERS</b>	\$	Not Applicable	Each Person
	\$	Not Applicable	Each <b>Occurrence</b>
<b>Coverage B: PROPERTY DAMAGE</b>	\$	Not Applicable	Each <b>Occurrence</b>
<b>Coverage C: PASSENGER LIABILITY</b>	\$	Not Applicable	Each <b>Passenger</b>
	\$	Not Applicable	Each <b>Occurrence</b>
<b>Coverage D: SINGLE LIMIT BODILY INJURY AND PROPERTY DAMAGE LIABILITY INCLUDING PASSENGERS WITH PASSENGER LIABILITY LIMITED TO:</b>		\$1,000,000	Each <b>Occurrence</b>
		\$100,000	Each <b>Passenger</b>
<b>Coverage E: MEDICAL EXPENSE -INCLUDING CREW</b>		\$10,000	Each Person

The above Limit of Liability is included within the policy Limit of Liability applicable to Liability Coverages, and is not in addition thereto.

SPECIMEN

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
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## **DATE CHANGE RECOGNITION EXCLUSION ENDORSEMENT LIMITED WRITE-BACK PROVISION**

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 **10)** 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**.

SPECIMEN

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
8

## DATA EVENT CLAUSE

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

This Policy excludes:

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

(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 in a crash fire explosion or 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, loss of, loss of use of, damage to, corruption of, alteration to 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 systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
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## 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 by 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:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
10

## 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.

**Name Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
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## TRIA PHYSICAL DAMAGE 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.  
 Notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

### Physical Damage Coverage for Scheduled Aircraft

The Company will pay for the physical loss or **physical damage** to any insured **aircraft** unless specifically excluded below that is caused by an **occurrence** 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.

This endorsement will not cover any loss, damage, or expense for any occurrence involving the following insured aircraft (if any) which the Named Insured has elected not to purchase coverage as stated above.

<u>Reg. Number</u>	<u>Make &amp; Model</u>	<u>Year</u>	<u>Insured Value</u>
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All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
12

## 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:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
13

## AIRCRAFT RELOCATION EXPENSE REIMBURSEMENT ENDORSEMENT

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

In the event a hurricane watch or warning is issued by the National Weather Service for where the **aircraft** is normally based, the Company will reimburse the **Named Insured** for a portion of the eligible expenses required to relocate the **aircraft** as follows:

- a. This coverage shall apply only to those **aircraft** in the policy Declarations as having **Physical Damage** Coverage F, G or H.
- b. The **Named Insured** must relocate the **aircraft** to another airport which is at least 100 nautical miles away and in an area that is not under a hurricane watch or warning.
- c. The amount of reimbursement shall not exceed \$500 per **aircraft** or 50% of the amount that the **Named Insured** incurred to relocate the **aircraft**, whichever is less.
- d. Eligible expenses include fuel, oil, hangar rental or tie-down fees at the temporary airport, and costs associated with hiring a pilot. Receipts for these expenses must be submitted to the Company for reimbursement.

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
14

## AIRCRAFT RENTAL TO NAMED PILOTS

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

The definition of **Pleasure and Business** as shown in the DEFINITIONS is deleted and replaced as follows:

**"Pleasure and Business"** means used in the business of the **Insured** including personal and pleasure uses but excluding any operation for hire or reward other than "rental" of an **aircraft** shown in Item 4 of the Declarations to pilots shown by name on the "Pilot Warranty Endorsement" attached to this policy for their personal use.

For the purposes of this endorsement "rental" means the **Named Insured** may be compensated for use of the aircraft provided such compensation does not result in profit to the **Named Insured**.

The following clauses shall apply as respects coverage afforded under this endorsement:  
(only those marked with an "X" shall apply)

- ☒ The Company agrees to waive its rights of recovery against the pilot(s) listed by name in the "Pilots Endorsement" attached to this policy, but only with respect to the **physical damage** coverage afforded by this policy and only to the extent that the **Named Insured** has waived its rights of recovery against the named pilot(s) and only excess of any other valid and collectible coverage available to the renter pilot. However, this waiver shall not prejudice the Company's right of recovery for damages arising from the design, manufacture, modification, repair, sale or servicing of aircraft.
- ☐ Paragraph 3) in the Definition of **Insured** shall not apply to the coverage afforded under this endorsement.

All other provisions of this policy remain the same.



**Name Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
15

## WAIVER OF SUBROGATION 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.)

- ☐ Excess Liability - Coverage only applies after all other coverage available to the person or organization noted in the Schedule below has been exhausted.
- ☐ Non-operational - Coverage only applies with respect to the vicarious responsibility of the person or organization noted in the Schedule below for the operation of the **aircraft** by the **Named Insured**.
- ☐ Flight Instruction - Coverage only applies while instructing, supervising, evaluating, or examining the following pilots, who must also meet the requirements of the Pilots Endorsement.
- ☒ Hangar keepers - Coverage only applies with respect to the storage or safekeeping of the insured aircraft.
- ☒ Workmanship Exclusion - Coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of the insured **aircraft** other than ground handling.

Schedule: Municipal Airport  
123 Runway Lane  
Atlanta, GA 30067

All other provisions of this policy remain the same.

**Name Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
16

## 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: Municipal Airport  
123 Runway Lane  
Atlanta, GA 30067

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
17

## OWNER / LESSOR ENDORSEMENT

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

N12345

Airplane Owner Lessor  
123 Home Road  
Atlanta, GA 30067

1. The interest of the registered owner and/or lessor of any leased **aircraft** specifically insured herein is hereby recognized provided there is a written agreement or lease between the owner/lessor and the **Named Insured**.
2. Said owner and/or lessor is an additional insured herein as respects their **aircraft** only and **losses**, if any, under **physical damage** Coverages shall be payable to the said owner and to the lienholder as set forth in the Declarations. It is expressly provided, however, that the **Named Insured** stated in the Declarations shall be authorized to act for the owner in all matters pertaining to this insurance, including receipts of notice of cancellation, and that return premium, if any shall be payable only to the **Named Insured**.
3. The **Named Insured** further represents that they have, and will continue to have during the effective period of this policy, exclusive control and possession of the said owned and/or leased **aircraft**.

All other provisions of this policy remain the same.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
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## LOSS PAYABLE ENDORSEMENT

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

As respects

Any loss under physical damage coverage is payable as interest may appear to the Named Insured and the following Loss Payee:

N12345  
Airplane Loss Payee  
123 Road Street  
Atlanta, GA 30067

SPECIMEN

All other provisions of this policy remain the same.

**Name Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number:**  
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## LIENHOLDER'S INTEREST ENDORSEMENT

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

Only as respects the aircraft identified below:

Aircraft Registration Number(s)  
N12345

**Loss**, if any, under any **physical damage** coverage provided by this policy shall be payable to the **Named Insured** and the following financial institution (hereinafter called the Lienholder) as interests may appear:

Bank of Lienholder  
123 Money Road  
Atlanta, GA 30067

1. As to the interest of the said Lienholder only, the insurance afforded by any physical damage coverage of this policy shall not be invalidated by any act or neglect of the Named Insured nor by any change in the title or ownership of the aircraft but conversion, embezzlement or secretion by or at the direction of the Named Insured is not covered hereunder; provided that the Lienholder shall notify the Company of any change of title or ownership of the aircraft or apparent increase of hazard, which shall come to the knowledge of the Lienholder, and, unless permitted by this policy, it shall be endorsed thereon and the Lienholder shall, on demand, pay the premium for such increased hazard.
2. The liability of the Company to any Lienholder under the provisions of Paragraph 1 of this endorsement shall not exceed:
  - a. the unpaid balance due on liens pertaining to the aircraft less unearned interest and unpaid installments more than ten (10) days overdue on the date of **loss** or damage; or
  - b. 100% of the insured value of the aircraft as stated in this policy; whichever is less.
3. Whenever the Company shall pay any sum for **loss**, damage or expense under any **physical damage** coverage of this policy and claim that, as to the **Named Insured**, no liability existed therefor, the Lienholder shall thereupon, to the extent of such payment, assign, deliver and convey all interest that the Lienholder may have in said aircraft, all instruments of security pertaining thereto and rights against the **Named Insured**, to the Company. The **Named Insured** agrees to promptly reimburse the Company for any sum paid for **loss**, damage or expense which the Company would not have been obligated to pay but for the provisions of paragraph 1 of this endorsement.
4. The Lienholder shall have no responsibility for premium and the Company shall waive any right of set-off or counterclaim against the Lienholder except for outstanding premium in respect of the financed aircraft.
5. In the event this policy or this endorsement is cancelled by the Company, thirty (30) days (ten (10) days if for nonpayment of premium) prior notice shall be sent to the said Lienholder named herein.

All other provisions of this policy remain the same.



**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 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.

**Named Insured:** Sample Policy  
**Policy Number:** T-AVII2025002258-01  
**Effective Date:** January 1, 2025

**Endorsement Number**  
 21

## 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** and lienholder, if any, 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