

Filing at a Glance

Company: AXA Insurance Company

Product Name: Aircraft - Forms

TOI: 22.0 Aircraft

Sub-TOI: 22.0000 Aircraft

Filing Type: Form

SERFF Tr Num: AXLM-125173409 State: Arkansas

SERFF Status: Closed

Co Tr Num:

Co Status:

Author: Linda Gross

Date Submitted: 05-07-2007

State Tr Num: AR-PC-07-024558

State Status:

Reviewer(s): Michelle Fahey, Betty Montesi, Llyweyia Rawlins

Disposition Date: 08-15-2007

Disposition Status: Approved

Effective Date (New): 06-15-2007

Effective Date (Renewal): 06-15-2007

Effective Date Requested (New): 06-15-2007

Effective Date Requested (Renewal): 06-15-2007

General Information

Project Name: AIC 200, AIC 300, AIC 400

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 08-15-2007

State Status Changed: 05-08-2007

Corresponding Filing Tracking Number:

Filing Description:

AXA Insurance Company is introducing three new policy forms, with associated endorsements, for our Aircraft program. Each policy will be used to cover a different aspect of our Aircraft program, as described below.

Aircraft Insurance Policy AIC 200 will be used for business and pleasure accounts for smaller planes flown by the owner.

Corporate Aircraft Insurance Policy AIC 300 will be used for corporately owned aircraft.

Aircraft Insurance Policy AIC 400 will be used for Commercial General Liability coverage of fuelers, flight schools or maintenance and repair facilities.

Since these are newly developed policies and endorsements, we do not have any historic data to provide.

Company and Contact

Filing Contact Information

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17 State Street
New York, NY 10004

Linda.Gross@AXA-Liabilitiesmanagers.com
(212) 658-8743 [Phone]
(212) 658-8780[FAX]

Filing Company Information

AXA Insurance Company
17 State Street
New York, NY 10004
(212) 658-8743 ext. [Phone]

CoCode: 33022
Group Code:
Group Name:
FEIN Number: 13-3594502

State of Domicile: New York
Company Type:
State ID Number: 1633

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Filing fee for forms filing is \$50
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
11546	\$50.00	04-10-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08-15-2007	08-15-2007
Approved	Llyweyia Rawlins	05-18-2007	05-18-2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Arkansas Amendatory Endorsement Aircraft Hull & Liability	Form	Linda Gross	08-15-2007	08-15-2007
Arkansas Amendatory Endorsement Corporate Aircraft Insurance Policy	Form	Linda Gross	08-15-2007	08-15-2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
2nd request: Reopened - need to implement	Note To Filer	Llyweyia Rawlins	08-13-2007	08-13-2007
Reopen file	Note To Filer	Llyweyia Rawlins	05-18-2007	05-18-2007

Disposition

Disposition Date: 08-15-2007

Effective Date (New): 06-15-2007

Effective Date (Renewal): 06-15-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Supporting Document	Endorsement Table	Approved	Yes
Form	Aircraft Hull and Liability Policy	Approved	Yes
Form	Corporate Aircraft Insurance Policy	Approved	Yes
Form	Aviation General Liability Policy	Approved	Yes
Form	War, Hi-Jacking and Other Perils Exclusion	Approved	Yes
Form	Nuclear Energy Liability Exclusion Endorsement	Approved	Yes
Form	Date Change Recognition Exclusion	Approved	Yes
Form	Date Change Recognition Exclusion Limited Write Back Provision	Approved	Yes
Form	Asbestos Exclusion Endorsement	Approved	Yes
Form	Extended Coverage Endorsement	Approved	Yes
Form	Change Endorsement	Approved	Yes
Form	Airpot Expansion Endorsement	Approved	Yes
Form	Noise and Pollution and Other Perils Exclusion Clause	Approved	Yes
Form	Arkansas Amendatory Endorsement Aircraft Hull & Liability	Approved	No
Form	Arkansas Amendatory Endorsement Corporate Aircraft Insurance Policy	Approved	No

Disposition

Disposition Date: 05-18-2007

Effective Date (New): 06-15-2007

Effective Date (Renewal): 06-15-2007

Status: Approved

Comment:

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Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Supporting Document	Endorsement Table	Approved	Yes
Form	Aircraft Hull and Liability Policy	Approved	Yes
Form	Corporate Aircraft Insurance Policy	Approved	Yes
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Form	War, Hi-Jacking and Other Perils Exclusion	Approved	Yes
Form	Nuclear Energy Liability Exclusion Endorsement	Approved	Yes
Form	Date Change Recognition Exclusion	Approved	Yes
Form	Date Change Recognition Exclusion Limited Write Back Provision	Approved	Yes
Form	Asbestos Exclusion Endorsement	Approved	Yes
Form	Extended Coverage Endorsement	Approved	Yes
Form	Change Endorsement	Approved	Yes
Form	Airpot Expansion Endorsement	Approved	Yes
Form	Noise and Pollution and Other Perils Exclusion Clause	Approved	Yes
Form	Arkansas Amendatory Endorsement Aircraft Hull & Liability	Approved	No
Form	Arkansas Amendatory Endorsement Corporate Aircraft Insurance Policy	Approved	No

Amendment Letter

Amendment Date:

Submitted Date: 08-15-2007

Comments:

We developed an amendatory endorsement for our AIC 200 and AIC 300 policy forms as you requested.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Arkansas Amendatory Endorsement Aircraft Hull & Liability	AIC 201-AR	8/07	Form	New			0	AIC 201-AR.pdf

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Arkansas Amendatory Endorsement Corporate Aircraft Insurance Policy	AIC 301-AR	8/07	Form	New			0	AIC 301-AR.pdf

Note To Filer

Created By:

Llyweyia Rawlins on 08-13-2007 12:17 PM

Subject:

2nd request: Reopened - need to implement

Comments:

Back on 5-18-07 I reopened this file per note below.

After I did the approval I realized that I had one thing that need to be implemented.

form AIC 200 page 11 of 13 and AIC 300 page 32 of 34.

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

This need to be implemented into your forms.

Llyweyia Rawlins

Certified Rate and Form Analyst

Property and Casualty Division

501-371-2809 Fax 501-371-2748

Email: Llyweyia.rawlins@arkansas.gov

Note To Filer

Created By:

Llyweyia Rawlins on 05-18-2007 03:52 PM

Subject:

Reopen file

Comments:

After I did the approval I realized that I had one thing that need to be implemented.
form AIC 200 page 11 of 13 and AIC 300 page 32 of 34.

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

This need to be implemented into your forms.

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Aircraft Hull and Liability Policy	AIC 200	1/07	Policy/Coverage Form		0.00	AIC 200 Business & Pleasure Policy.pdf
Approved	Corporate Aircraft Insurance Policy	AIC 300	1/07	Policy/Coverage Form		0.00	AIC 300 Corporate Industrial Aid Policy.pdf
Approved	Aviation General Liability Policy	AIC 400	1/07	Policy/Coverage Form		0.00	AIC 400 Aircraft CGL Policy.pdf
Approved	War, Hi-Jacking and Other Perils Exclusion	AIC 803	1/07	Endorsement/Amendment/Conditions		0.00	AIC 803 War Hi-Jacking & Oth Perils Excl.pdf
Approved	Nuclear Energy Liability Exclusion Endorsement	AIC 805	1/07	Endorsement/Amendment/Conditions		0.00	AIC 805 Nuclear Energy Liability Excl.pdf
Approved	Date Change Recognition Exclusion	AIC 806	1/07	Endorsement/Amendment/Conditions		0.00	AIC 806 Date Change Recognition Excl.pdf
Approved	Date Change Recognition Exclusion Limited Write Back Provision	AIC 807	1/07	Endorsement/Amendment/Conditions		0.00	AIC 807 Date Chg. Recognition Limited Write Back.pdf
Approved	Asbestos Exclusion Endorsement	AIC 810	1/07	Endorsement/Amendment/Conditions		0.00	AIC 810 Asbestos Excl.pdf
Approved	Extended Coverage Endorsement	AIC 811	1/07	Endorsement/Amendment/Conditions		0.00	AIC 811 Extended Coverage End't _Aviation Liabilities_.pdf

Approved	Change Endorsement	AIC 812	1/07	Endorseme New nt/Amendm ent/Condi ons	0.00	AIC 812 Change Endorsemen t.pdf
Approved	Airpot Expansion Endorsement	AIC 405	1/07	Endorseme New nt/Amendm ent/Condi ons	0.00	AIC 450 Airport Expansion End't.pdf
Approved	Noise and Pollution and Other Perils Exclusion Clause	AVN 46B	1/07	Endorseme New nt/Amendm ent/Condi ons	0.00	AVN 46B Noise & Pollution & Oth Perils Excl.pdf
Approved	Arkansas Amendatory Endorsement Aircraft Hull & Liability	AIC 201- AR	8/07	Endorseme New nt/Amendm ent/Condi ons	0.00	AIC 201- AR.pdf
Approved	Arkansas Amendatory Endorsement Corporate Aircraft Insurance Policy	AIC 301- AR	8/07	Endorseme New nt/Amendm ent/Condi ons	0.00	AIC 301- AR.pdf



AXA Insurance Company
17 State Street
New York, NY 10004-1501
(888) 239-0300
AIRCRAFT INSURANCE POLICY
DECLARATIONS

Policy Number

Renewal of:

Issued By:

ITEM 1: **NAMED INSURED**
ADDRESS

ITEM 2: POLICY PERIOD: FROM 12:01 a.m. Standard Time at the address in ITEM 1 TO:

ITEM 3: The insurance afforded is only with respect to the following coverages as indicated by specific premium charge or charges. The limit of the Company's liability against each such coverages shall be as stated herein, subject to all of the items of this Policy having reference thereto. This Policy is completed by Aircraft Hull and Liability Form AIC200.

ITEM 4. LIABILITY COVERAGES

	Coverages	Limit of Liability		Liability Premium
		Each Person	Each Occurrence	
A.	Bodily Injury Excluding Passengers	XXXX		
B.	Property Damage			
C.	Passenger Liability			
D.	Single Limit Bodily Injury & Property Damage Including Passenger Liability Passenger Liability Limited to:	XXXX		
E.	Medical Expense Including Crew	\$0,000.00	\$00,000	

ITEM 5. Description of **Aircraft** and **Physical Damage** Coverage Hereunder

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>F.A.A. Cert No.</u>	<u>Seats Crew/Pass</u>	<u>Insured Value</u>	<u>Physical Damage Premium</u>
			N		\$	\$

<u>Deductibles Not In motion</u>	<u>Deductibles In motion</u>	<u>Physical Damage</u>
\$	\$	F. All Risk Basis

Total Physical Damage Premium	\$
Total Liability Premium	\$
Total Premium	\$

ITEM 6. PILOTS: When **in flight** the **aircraft** will be piloted only by the following pilots, provided each has a valid pilot's certificate including a current and valid medical certificate appropriate for the flight and **aircraft** insured:

ITEM 7. The **aircraft** will be used for:

ITEM 8. LOSS PAYABLE Endorsement in favor of:

ITEM 9. The **named insured** is and shall remain the sole and unconditional owner of any **aircraft** declared hereunder and the **aircraft** is not subject to any encumbrance other than as indicated in item 8.

Endorsements forming a part of this policy on effective date in Item 2 above: Endorsements AIC 202, 203, 204, 205,

COUNTERSIGNED:

BY: _____

DATE ISSUED:

APPROVED BY: _____

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PLEASE READ YOUR POLICY

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**AIRCRAFT POLICY
POLICY PROVISIONS FORM**

AXA Insurance Company (hereinafter called the Company), in consideration of payment of the premium and in reliance upon the statements in the Declarations and subject to the Limits of Liability, Exclusions, Conditions and all other terms of the Policy, agrees with the **named insured** identified in the Declarations Page herein as follows:

INSURING AGREEMENTS

I. LIABILITY COVERAGES

Coverage A - **Bodily Injury** Excluding **Passengers** - To pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages including damages for care and loss of services 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** including loss of use therefrom.

Coverage C - **Passenger Bodily Injury** Liability - 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**.

Coverage D - Single Limit **Bodily Injury** and **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 **bodily injury** sustained by any person (excluding any **passenger** unless the words "Including **Passengers**" appear in Item 4 of the Declarations) and **property damage**, caused by an **occurrence** during the policy period and arising out of the ownership, maintenance or use of the **aircraft**. Coverages A, B and D shall also apply to an **occurrence** arising out of the maintenance or use of the **premises** in or upon which the **aircraft** is stored.

II. MEDICAL EXPENSE COVERAGE

Coverage E - Medical Expense - To pay all reasonable **medical expenses** incurred within one year from the date of injury, to or for each **passenger** who sustains **bodily injury** caused by an **occurrence** during the policy period, provided the **aircraft** is being used by or with the express permission of the **named insured**.

III. PHYSICAL DAMAGE COVERAGES

Coverage F - All Risk Basis - To pay for any **Physical Damage** to or loss of the **aircraft**, including **disappearance** of the **aircraft**.

Coverage G - All Risk Basis Not In Motion - To pay for any **Physical Damage** to or loss of the **aircraft** sustained while the **aircraft** is not **in motion** and which is not the result of fire or explosion following crash or collision while the **aircraft** was **in motion**.

IV. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

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 such **bodily injury** or **property damage** which occurred during the policy period, even if any of the allegations of the suit are groundless, false or fraudulent. The Company shall have the right to investigate, negotiate and settle 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 settlements, tendered into Court of Law, or payment of judgments.

During such times 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 claims, in addition to the applicable limits of liability:

- (a) all expenses incurred by the Company, all costs taxed against the **insured** in any suit defended by the Company and all interest accruing after judgment upon that portion of the judgment falling within the policy limits before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums 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 \$250 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;
- (d) all reasonable expenses incurred by the **insured** at the Company's request, other than for loss of earnings or for wages or salaries of employees of the **insured**.

V. DEPARTMENT OF DEFENSE INSURANCE REQUIREMENTS

Coverages A, B, C and D

If the **aviation managers** issue a Certificate of Insurance as required by United States Navy OPNAV Form 3770 or United States Air Force Regulation 55-20 or any replacement of either, then the insurance policy provisions required by such regulation shall be deemed to be incorporated herein and substituted for any policy provision inconsistent therewith.

VI. POLICY PERIOD and TERRITORY

All Coverages

This policy applies only to **bodily injury** or **property damage** which occurs, and to **physical damage** losses to the **aircraft** which are sustained during the policy period, while the **aircraft** is within the United States of America,

Canada, Mexico, and the Bahamas or while being transported between points therein.

VII. TWO OR MORE AIRCRAFT

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

(APPLICABLE ONLY IF THE PURPOSE OF USE SHOWN IN ITEM 7 OF THE DECLARATIONS IS BUSINESS AND PLEASURE)

I. TEMPORARY USE OF SUBSTITUTE AIRCRAFT

While an **aircraft** described in Item 5 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 any other **aircraft** of similar type, horsepower and seating capacity not owned in whole or in part by the **named insured**, while temporarily used as a substitute therefore.

This insuring agreement does not cover as an insured the owner of the substitute aircraft or any agent or employee of such owner.

II. USE OF OTHER AIRCRAFT

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 the **aircraft** described in Item 5 of the Declarations is extended to apply with respect to the use, by or on behalf of the **named insured**, of any 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.

III. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT

If the **named insured** acquires ownership of an **aircraft** in addition to the **aircraft** described in Item 5 of the Declarations and within thirty (30) days thereafter reports such acquisition to the **aviation managers**, then the insurance afforded by Coverages A, B, C, D, E and F shall apply to such additional **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 **physical damage, medical expense** coverages and limits of liability pertaining to said additional **aircraft** shall be the same as is provided for that **aircraft** which is described in Item 5 of the Declarations having the greater **passenger** carrying capacity. If the **aircraft** is a replacement **aircraft**, the same coverages and limits of liability as the **aircraft** being replaced apply. The **named insured** shall pay any additional premium required because of the application of this insurance to such other **aircraft**. All coverages provided by this Agreement shall cease to apply upon expiration of the policy to which it is attached.

In no event shall the Company be liable for more than the **named insured** paid for the newly acquired additional or replacement **aircraft**.

EXCLUSIONS

This policy does not apply:

1. To any **insured** while the **aircraft** is **in flight** with the knowledge and consent of such **insured** or of any executive officer, partner, or managing agent of such **insured** for any unlawful purpose, or any purpose not designated in the Declarations.

2. To any **insured** while the **aircraft** is **in flight**

- (a) if piloted by other than the pilot or pilots designated in the Declarations;
- (b) if piloted by a pilot not properly certificated, qualified and rated under the current applicable Federal Air Regulations for the operation involved, whether or not said pilot is designated in the Declarations;
- (c) if the Airworthiness Certificate of the **aircraft** is not in full force and effect;
- (d) if the **aircraft** has not been subjected to appropriate airworthiness inspection(s) as required under current applicable Federal Air Regulations for the operation involved.

3. To any loss, injury or damage arising from war, invasions, civil war, revolution, rebellion, insurrection or warlike operations, whether there be a declaration of war or not.

4. To any loss or damage due to radioactive contamination.

5. Under Coverages A, B, C, D, and E

- (a) to liability assumed by the **insured** under any contract or agreement, but this exclusion 5(a) does not apply 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;
- (b) (i) To claims directly or indirectly occasioned by, happening through or in consequence of:
 - 1. noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - 2. pollution and contamination of any kind whatsoever,
 - 3. electrical and electromagnetic interference,
 - 4. interference with the use of property,

unless caused by a crash or collision of **aircraft** or a recorded **in flight** emergency causing abnormal **aircraft** operation.

- (ii) 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:

1. claims excluded by paragraph (b) (i) or

2. a claim or claims covered by the policy when combined with any claims excluded by paragraph (b) (i) referred to below as "Combined Claims".

(iii) 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 the following items which may be allocated to the claim or claims covered by the policy,

1. damages awarded against the **insured** and

2. defense fees and expenses incurred by the **insured**.

(c) To claims in respect of death, **bodily injury**, illness or disease of any person or persons and/or damage to or destruction of property caused by or resulting from the use by the **insured** or his agent of any forms of chemical dispersed from the **aircraft**.

6. Under Coverages A, C, and D

- (a) to any obligation for which the **insured** or any carrier as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) to **bodily injury** to any employee of the **named insured** arising out of and in the course of his employment by such **named insured**;
- (c) to **bodily injury** or death of any person who is a **named insured**.

7. Under Coverages B and D to **property damage** to property owned, occupied, rented or used by, or in the care, custody or control of the **insured** or carried in or on any **aircraft**, but this exclusion does not apply, as respects the **named insured**, to:

- (a) damages not exceeding \$500 for damage or loss of the personal effects and baggage of any guest **passenger** in any one **occurrence**; or
- (b) damages not exceeding \$1,500 any one **occurrence** for damage to hangars not owned by the **named insured**.

8. Under Coverages F and G

- (a) to loss or damage due to conversion, embezzlement or secretion by any person in possession of the **aircraft** under a bailment, lease, rental agreement, conditional sale, purchase agreement, mortgage or

other encumbrance, nor for any loss or damage during or resulting therefrom;

- (b) to wearing apparel and other personal effects;
- (c) to loss or damage which is due and confined to wear and tear, deterioration, freezing, mechanical, hydraulic, pneumatic, structural or electrical breakdown or failure, or to tires unless damaged by fire or stolen, unless any such loss or damage is the direct result of other **physical damage** covered by this policy;
- (d) to loss or damage arising from capture, confiscation, seizure, arrest, restraint or detention or the

consequences thereof or of any attempt thereat, or any taking of the property **insured** or damage to or

destruction thereof by any government or governmental authority or agent (whether secret or otherwise) or by any military, naval or usurped power, whether any of the foregoing be done by way of requisition or otherwise and whether in time of peace or war and whether lawful or unlawful;

- (e) to damage to turbine engines caused by excessive heat which results from operations, attempted operation or shutdown of the engine.

LIMIT OF COMPANY'S LIABILITY

ALL COVERAGES

(Other Insurance)

Except with respect to insurance afforded by Special Insuring Agreements I and II and to insurance specifically purchased by the **named 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 I and II 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 **aviation managers** 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** or **property damage**, or (4) **aircraft** to which this policy applies, the Company's liability is limited as follows:

Coverage A and C. The total liability of the Company for all damages, including 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 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 **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 D. The total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** or **property damages** 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 damages for care and loss of services because of **bodily injury** to **passengers** shall not exceed:

(a) as respects any one **passenger**, the amount stated in the Declarations as applicable to "each person".

(b) as respects two or more **passengers**, subject to the above provisions respecting any one **passenger**, the amount stated in the Declarations as applicable to "each person" multiplied by the number of **passengers** on board the **aircraft** or by the number of **passenger** seats as stated in Item 5 of the Declarations for the **aircraft** involved (whichever is less), 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 **medical expenses** incurred by or on behalf of each person who sustains **Bodily Injury**, sickness or disease, including death resulting therefrom, 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**, sickness or disease, including death resulting therefrom in any one such **occurrence**.

COVERAGES F AND G

(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 will pay, subject to any applicable deductible:

- (1) if repairs are made by other than the **named insured**, the reasonable cost to repair the damaged property with material of like kind and quality (excluding any charges for overtime), plus the cost of the least expensive, 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 following:
 - (a) actual cost to the **insured** of material of like kind and quality;
 - (b) 200% of actual wages paid for labor, excluding any overtime, overhead, supervisory services and all other related services;
 - (c) cost of the least expensive 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.

The amount due under this policy with respect to **partial loss** shall in no event exceed the amount due were the loss payable as a **total loss**. In any event, when the amount paid or payable hereunder is equal to the amount payable as a **total loss**, any salvage value remaining shall inure to the benefit of the Company. Equipment installed in the **aircraft** subsequent to the effective date of coverage shall be considered a part of the **aircraft**, and the salvage value thereof shall inure to the benefit of the Company. There shall, however, be no abandonment of any damaged property without the consent of the Company.

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

DEFINITIONS

When appearing in this policy:

Aircraft means the aircraft described in the Declarations or any **aircraft** qualifying under the provisions of the Special Insuring Agreements and shall include propulsion systems, operating, navigation and radio equipment usually attached thereto, and parts and repair equipment which are standard for the make and type of **aircraft**. Parts temporarily detached from the **aircraft** which have not been replaced by other similar parts shall be deemed part of the **aircraft**.

Aviation Managers means Company Designee

Bodily Injury means bodily injury, sickness, disease or mental anguish sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

Charter means used principally in the business of the **insured**, including **passenger** or freight carrying for hire or reward and **pleasure and business** uses, but excluding instruction of or rental to others.

Commercial means used principally in the business of the **insured**, including student instruction, **passenger** or freight carrying for hire or reward, rental to others for the purpose of **pleasure and business** and those uses defined under **pleasure and business**.

Disappearance means missing and not reported found after sixty days since commencing the last known flight.

Federal Aviation Administration 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 the time commencing with the actual takeoff run of the **aircraft** and continuing thereafter until it has completed its landing roll or, if the **aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of flight until they subsequently cease to revolve.

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.

Ingestion means foreign object 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 engines or its accessories, nor intended to be used in the engine, which occurs during the policy period and is the result of a single recorded 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 principally in the business of the **insured**, including **pleasure and business**, student instruction and rental to others for the purpose of **pleasure and business** uses, but excluding **passenger** or freight carrying for hire or reward.

Insured The unqualified word "Insured" wherever used in this Policy with respect to Coverage A, B, C and D, 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 this paragraph do not apply:

- (a) 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;
- (b) to any person or organization or to any agent or employee thereof (other than any employee of the **named insured** while acting in the scope and course of his employment by the **named insured**) engaged in the manufacture or sale of **aircraft**, aircraft engines or **aircraft** accessories or in the operation of an **aircraft** repair shop, airport hangar, **aircraft** sales agency, **aircraft** rental service, **commercial** flying service or flying school with respect to any **occurrence** arising out of such manufacture, sale or operations;
- (c) to any person engaged in providing flight instruction for hire or reward;
- (d) to any person operating the **aircraft** who has paid or agreed to pay the **named insured** for the use of said **aircraft**;
- (e) to the owner or lessor, or any agent or employee thereof, of any **aircraft** which is the subject of the provisions of Special Insuring Agreements I and II.

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, but excluding monuments, head stones or burial plots.

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

Occurrence means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** during the policy period, neither expected nor intended from the standpoint of the **insured**.

Partial loss means any **physical damage** 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 pilot(s) or crew member(s).

Physical Damage means direct and accidental physical loss of or damage to the **aircraft**, hereinafter called loss, but does not include loss of use or any residual depreciation in value, 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. Cost reimbursement shall be included within the definition of **pleasure and business** provided that such cost reimbursement is limited to:

- (a) Fuel, oil, lubricants, and other additives
- (b) Expenses of the crew, including food, lodging, and ground transportation, but excluding salary or wages
- (c) Hangar and tie-down costs away from the **aircraft's** base of operation
- (d) Insurance obtained for the specific flight
- (e) Landing fees and similar assessments

(f) Customs, foreign permit, and similar fees directly related to the flight

(g) **In flight** food and beverages

(h) An additional charge equal to 100% of the expenses listed in subparagraph (a) above

Premises means such portions of airports as are designated and used for the parking or storage of **aircraft**, including premises owned by, or leased for more than thirty days to the **named 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 a covered **occurrence**.

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 5 of the Declarations. **Disappearance** or theft of the entire **aircraft** shall be considered as a **total loss**.

CONDITIONS

APPLICABLE TO COVERAGES A, B, C AND D (BODILY INJURY AND PROPERTY DAMAGE)

1. NOTICE OF **OCCURRENCE**. When an **occurrence** takes place written notice shall be given by or on behalf of the **insured** to the **aviation managers** at their nearest office as soon as practicable. Such notice shall contain particulars sufficient to identify the **insured** and also reasonably obtainable information respecting the time, place and circumstances of the **occurrence**, the names and addresses of the injured and of available witnesses.

2. NOTICE OF CLAIM OR SUIT. If claim is made or suit is brought against the **insured**, the **insured** shall immediately forward to the **aviation managers** every demand, notice, summons or other process received by him or his representative.

3. SEVERABILITY OF INTEREST. The term "**Insured**" is used severally and not collectively, but the inclusion herein of more than one **insured** shall not operate to increase the limits of the Company's liability.

4. ACTION AGAINST COMPANY. No action shall lie against the Company in respect of Coverages A, B, C and D unless, as a condition precedent thereto, the **insured** shall have fully complied with all the terms of this policy, nor until the amount of the **insured's** obligation to pay shall have been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the **insured** to determine the **insured's** liability.

5. BANKRUPTCY AND INSOLVENCY. Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the Company of any of its obligations hereunder.

6. FINANCIAL RESPONSIBILITY LAWS. Such insurance as is afforded by this policy shall comply with the provisions of any financial responsibility law of any State or Province which shall be applicable to **aircraft** with respect to any such liability arising out of the ownership, maintenance or use of the **aircraft** during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The **insured** agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for such law or the agreement contained in this paragraph.

APPLICABLE TO COVERAGE E (MEDICAL PAYMENTS)

7. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM. As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each

request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by a physician selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the **insured**, or except hereunder, of the Company.

8. ACTION AGAINST COMPANY. No action shall lie against the Company in respect of Coverage E unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty (30) days after the required proofs of claim have been filed with the Company.

APPLICABLE TO COVERAGES F AND G (PHYSICAL DAMAGE)

9. **INSURED'S** DUTIES WHEN LOSS OCCURS. When loss occurs, the **insured** shall:

- (a) protect the **aircraft**, provided the **insured** is able to do so, whether or not the loss is covered by this policy, and any further loss due to the **insured's** failure to protect shall not be recoverable under this policy; reasonable expense incurred in affording such protection shall be deemed incurred at the Company's request;
- (b) give notice thereof as soon as practicable to the **aviation managers** and also, in the event of theft, to the police, but shall not, except at his own cost, offer to pay any reward for recovery of the **aircraft**;
- (c) file proof of loss with the **aviation managers** or the Company within sixty (60) days after the **occurrence** of loss, unless such time is extended in writing by the **aviation managers** or the Company, in the form of a sworn statement of the **named insured** setting forth the interest of the **named insured** and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the Company's request, the **named insured** shall exhibit the damaged property to the Company, and produce for the Company's examination all pertinent records and sales invoices, or certified copies if originals are lost, permitting copies thereof to be made, all at such reasonable times and places as the Company shall designate.

10. APPRAISAL. If the **named insured** and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the **named insured** or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers

shall then appraise the loss, stating separately the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **named insured** and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

11. PAYMENT FOR LOSS; ACTION AGAINST COMPANY. Payment for loss may not be required nor shall action lie against the Company in respect of Coverages F and G unless as a condition precedent thereto, the **named insured** shall have complied with all the terms of this policy nor until sixty (60) days after proof of loss is filed and the amount of loss is determined as provided in this policy, nor shall any action lie against the Company unless commenced within twelve (12) months after the happening of the loss.

12. 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**.

13. 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.

APPLICABLE TO ALL COVERAGES

14. 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. Further, upon the Company's request, the **insured** shall submit to examinations under oath by anyone designated by the Company.

The **insured** shall not, except at his 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**.

15. INSPECTION AND AUDIT. The Company or the **aviation managers** shall be permitted to inspect the **aircraft** and any records pertaining thereto during the policy period or within one year thereafter.

16. SUBROGATION. Except in respect to Coverage E, in the event of any payment under this policy, the Company shall be subrogated to all the **insured's** rights of recovery therefore against any person or organization and the **insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **insured** shall do nothing after the loss to prejudice such rights.

17. CHANGES. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company

from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof signed by the **aviation managers**.

18. ASSIGNMENT. Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon by the **aviation managers**. If, however, the **named insured** shall die or be adjudged bankrupt or insolvent within the policy period, this policy, unless cancelled, shall if written notice be given to the Company within sixty (60) days after the date of such death or adjudication, cover (1) the **named insured's** legal representative as the **named insured**, and (2) subject otherwise to the provisions of the definition of **insured**, any person having proper temporary custody of the **aircraft**, as an **insured**, until the appointment and qualification of such legal representative but in no event for a period of more than sixty (60) days after the date of such death or adjudication.

19. CANCELLATION. This policy may be cancelled by the **named insured** by mailing to the **aviation managers**, written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company or the **aviation managers**, by mailing to the **named insured** at the address shown in Item 1 of the Declarations written notice stating when not less than thirty (30) days (10 days for non payment) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **named insured**, the Company or the **aviation managers** shall be equivalent to mailing. If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company or the **aviation managers** cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company shall not be liable for any return **physical damage** premium in respect to an **aircraft** on which a **total loss** has been paid.

20. 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 false swearing by the **named insured** touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

21. TERMS OF POLICY CONFORMED TO STATE LAWS. Terms of this policy which are in conflict with the laws of the State wherein this policy is issued are hereby amended to conform to such laws.

22. DECLARATION. By acceptance of this policy the **named insured** agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the **aviation managers**, the Company or any of their agents relating to this insurance



AXA Insurance Company

WARNING

If you have an accident or **occurrence** in Mexico, you may be jailed and your **aircraft** impounded unless you have **aircraft** liability coverage issued by an insurance company licensed in Mexico.

As we are not licensed in Mexico, you must make certain you obtain this additional coverage before you fly into Mexico.

In Witness Whereof, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but this Policy shall not be valid unless also signed by a duly authorized representative of the Company.

A handwritten signature in black ink, appearing to be 'A. B. D.', written over a horizontal line.

Secretary

A handwritten signature in black ink, appearing to be 'A. S.', written over a horizontal line.

President

AXA INSURANCE COMPANY



AXA INSURANCE COMPANY
17 State Street
New York, New York 10004

CORPORATE AIRCRAFT INSURANCE POLICY

ISSUED TO

POLICY NUMBER

UNDERWRITTEN BY

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Item 5. Limits of the Company's Liability:

The limit of the Company's liability provided by each Coverage will not exceed:

Section One - Liability Coverages

Coverage 1 - Liability for **Scheduled Aircraft**

FAA Cert. Number	Make & Model	Year Built	Seats Crew / Pass	Aircraft Liability Limit
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

Coverage 2 - Liability for the Use of **Non-Owned Aircraft**

\$ _____ Each **Occurrence**

Maximum Number of Seats: _____

Reporting Grace Period: _____ consecutive days

This limit is part of, and not in addition to, the limit provided for Coverage 1.

Coverage 3 - Liability for **Property Damage** to **Non-Owned Aircraft** and **Temporary Substitute Aircraft**

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 2.

Coverage 4 - Liability for Charter Referral

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1.

Coverage 5 - **Passenger** Voluntary Settlements for **Scheduled Aircraft** and **Non-Owned Aircraft**

A. Settlement Limits:

1. With respect to any **Scheduled Aircraft** or **Temporary Substitute Aircraft**:

Each **Non-Crew Member Passenger**: \$ _____ Each **Occurrence**

Each **Crew Member**: \$ _____ Each **Occurrence**

2. With respect to any **Non-Owned Aircraft** except a **Temporary Substitute Aircraft**:

Each **Non-Crew Member Passenger**: \$ _____ Each **Occurrence**

Each **Crew Member**: \$ _____ Each **Occurrence**

Total All Non-Owned Aircraft Crew Members and Non-Crew Member Passengers Combined: \$ _____ Each **Occurrence**

B. Maximum Weekly Indemnity Limit: \$ _____ Each **Passenger**

C. Maximum Indemnity Period: _____ consecutive weeks

These limits are part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 6 - Liability for **Property Damage** to Hangars and Their Contents

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 7 - Liability for Fire Damage to Real Property

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 8 - Liability for Cargo

\$ _____ Each **Occurrence**

Deductible: \$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 9 - Liability Under Contractual Agreements

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 10 - Liability for **Personal Injury** and ___ cluding **Advertising Injury**

\$ _____ Each Offense and in the Annual Aggregate

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 11 - Liability For Alcohol Beverage Service

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 12 - Liability for Incidental Medical Malpractice

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 13 - Liability for the Use of **Premises**

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 14 - Liability for the Operation of **Mobile Equipment**

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 15 - Liability for the Operation of an **Auto** while on Airport **Premises**

\$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 16 - Liability for the Sale of **Aircraft** and Aircraft Products and Services

\$ _____ Each **Occurrence** and in the Annual Aggregate

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 17 - Liability for Hangarkeeper Operations

\$ _____ Each **Aircraft** \$ _____ Each **Occurrence**

Deductible: \$ _____ Each **Aircraft** \$ _____ Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 18 - Liability for Garagekeeper Operations

\$ _____ Any One **Auto** \$ _____ Any One Loss

Deductible: \$ _____ Each **Auto**

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Section Two - Defense, Settlement and Supplementary Payments

Section Three - Physical Damage Coverages

Coverage 19 - **Physical Damage** Coverage for **Scheduled Aircraft** (including **Ingestion** and Emergency Landing)

FAA Cert. Number	Make & Model	Insured Value	Deductible	
			Not In Motion	In Motion/ Ingestion
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$

Coverage 20 - **Physical Damage** Coverage for **Spare Engines** and **Spare Parts** Including Transit

\$ _____ Each **Occurrence**

Deductible:

Not **In Motion** \$ _____ Each **Occurrence**

In Motion \$ _____ Each **Occurrence**

Coverage 21 - Automatic Insurance for Increased Value of **Scheduled Aircraft** or **Spare Engines** and **Spare Parts**

Maximum Automatic **Physical Damage** Limit for **Scheduled Aircraft**:

\$ _____ any one **aircraft** without prior approval

Maximum Automatic **Physical Damage** Limit for **Spare Engines** and **Spare Parts**:

\$ _____ without prior approval of the **aviation managers**

Coverage 22 - **Physical Damage** Coverage for Mechanics Tools

\$ _____ Each Employee \$ _____ Each **Occurrence**

Deductible: \$ _____ Each Employee/Each **Occurrence**

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Section Four - Additional Coverages

Coverage 23 - Temporary Replacement Parts Rental Expense

\$ _____ Each Loss

Minimum Repair Period: _____ days

Maximum coverage period: _____ consecutive days

Coverage 24 - Replacement **Aircraft** Rental Expense

\$ _____ Each Loss

Minimum Repair Period: _____ days

Maximum coverage period: _____ consecutive days

Coverage 25 - Search and Rescue Expenses

\$ _____ Each Loss

Coverage 26 - Runway Foaming and Crash Control Expenses

\$ _____ Each Loss

Coverage 27 - Trip Interruption Expense Coverage

\$ _____ Each **Passenger**/Each Loss

Coverage 28 - Automatic Insurance for Newly Acquired **Aircraft**

Maximum **Physical Damage** Limit \$ _____ any one **aircraft** without prior approval of the **aviation managers**.

Coverage 29 - Lay-Up Credit for **Scheduled Aircraft**

A pro-rated return of _____ % of the applicable premium at Policy expiration if the **scheduled aircraft** is laid up for _____ or more consecutive days.

Coverage 30 - Personal Effects and Baggage Expense

\$ _____ Each **Passenger**

Section Five - Medical Expenses

Coverage 31 - Medical Payments for **Scheduled Aircraft** and **Non-Owned Aircraft**

A. With respect to any **Scheduled Aircraft** or **Temporary Substitute Aircraft**:

Each **Non-Crew Member Passenger**: \$ _____ Each **Occurrence**

Each **Crew Member**: \$ _____ Each **Occurrence**

B. With respect to any **Non-Owned Aircraft** except a **Temporary Substitute Aircraft**:

Each **Non-Crew Member Passenger**: \$ _____ Each **Occurrence**

Each **Crew Member**: \$ _____ Each **Occurrence**

Coverage 32 - **Premises** Medical Payments

\$ _____ Each Person \$ _____ Each **Occurrence**

Item 6. Policy Premium: \$

Item 7. Endorsements Attached as of Inception:

Countersigned _____

At _____

By _____

(Authorized Representative)

Approved By _____

(Authorized Representative)

Date of Issue _____

In consideration of the payment of the premium and in reliance upon the truth of the statements, representations and the declarations made by the **named insured** and subject to all of the terms of the Policy including the applicable Limits of the Company's Liability under Item 5 on the Declarations, the Company agrees with the **Named Insured** with respect to the coverages stated in the Declarations as follows:

INSURING AGREEMENTS

Section One - Liability Coverages

Coverage 1 - Liability for Scheduled Aircraft

The Company will promptly pay on behalf of the **insured** all sums which the **insured** shall be 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 ownership, maintenance or use of a **scheduled aircraft**.

Coverage 2 - Liability for the Use of Non-Owned Aircraft

The Company will promptly pay on behalf of the **insured**, as defined below, 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 use of **non-owned aircraft** by or on behalf of the **insured**.

- A. For Coverage 2, the definition of **insured**:
1. with respect to any **temporary substitute aircraft**, means the same as **insured**;
 2. with respect to all other **non-owned aircraft**, means:
 - a. the **named insured**, and
 - b. any officer, director, stockholder, employee, partner, or agent of the **named insured** while that person is acting in their capacity as such.

Regardless of Paragraphs 1. and 2. above, no person or organization will be an **insured** while using any **aircraft** that is owned in whole or in part by or that is under any lease purchase option agreement by or that is registered to that organization, person or, any household member of that person.

- B. The insurance provided by Coverage 2 shall not apply to any claim or loss arising out of an **insured's** product liability hazard including any products designed, manufactured, sold, distributed, serviced or handled by or on behalf of an **insured**.
- C. The **named insured** shall promptly advise the **aviation managers** of an exclusive lease of, or the use of, any **non-owned aircraft** that exceeds the reporting grace period shown in the Declarations. The **aviation managers** may request additional information and charge an additional premium for this use. Inadvertent failure to report this use will not void this coverage provided that the **named insured** advises the **aviation managers** as soon as possible after the omission is discovered.
- D. The insurance provided by Coverage 2 is **excess insurance**.

Coverage 3 - Liability for Property Damage to Non-Owned Aircraft and Temporary Substitute Aircraft

The Company will promptly pay on behalf of the **insured** all sums which the **insured**, as defined below, becomes legally obligated to pay as damages arising out of **property damage** caused by an **occurrence** during the Policy period to **non-owned aircraft** or **temporary substitute aircraft**. This coverage section shall not apply while the **aircraft** is **in-flight** unless the **aircraft** is operated by a person employed as a professional pilot acting in the capacity as such.

- A. For Coverage 3, the definition of **insured**:
1. with respect to any **temporary substitute aircraft**, means the same as **insured**;
 2. with respect to all other **non-owned aircraft**, means:
 - a. the **named insured**, and
 - b. any officer, director, stockholder, employee, partner, or agent of the **named insured** while that person is acting in their capacity as such.

Regardless of Paragraphs 1. and 2. above, no person or organization will be an **insured** while using any **aircraft** that is:

- i. owned in whole or in part by;
- ii. that is under any lease purchase option agreement by; and
- iii. that is registered to

that organization, person or any household member of that person.

- B. The insurance provided by Coverage 3 shall not apply to any claim or loss arising out of an **insured's** product liability hazard including any products designed, manufactured, sold, distributed, serviced or handled by or on behalf of an **insured**. This includes Liability for Hangarkeeper Operation provided under Coverage 17.
- C. The **named insured** shall promptly advise the **aviation managers** of an exclusive lease of, or the use of, any **non-owned aircraft** that exceeds the reporting grace period shown in the Declarations. The **aviation managers** may request additional information and charge an additional premium for this use. Inadvertent failure to report this use will not void this coverage provided that the **named insured** advises the **aviation managers** as soon as possible after the omission is discovered.
- D. The insurance provided by Coverage 3 is **excess insurance**.

Coverage 4 - Liability for Charter Referral

The Company will promptly pay on behalf of the **named insured** all sums the **named insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** and arising out of the **named insured's** arrangement for use of a **non-owned aircraft** by and on behalf of another person or organization.

Coverage 5 - **Passenger** Voluntary Settlements for **Scheduled Aircraft** and **Non-Owned Aircraft**

Regardless of legal liability and without admitting to the liability of any party, the Company will offer to pay on behalf of the **insured** the sum requested by the **named insured** to, or for the benefit of, each covered **passenger** who sustains **bodily injury** caused by an occurrence during the Policy period arising out of the ownership, maintenance or use of a **scheduled aircraft** or the use of **non-owned aircraft** by, or on behalf of, the insured.

If the **bodily injury**, directly and independently of all other causes, results in the:

- A. death or **permanent total disability** of the **passenger**, the Company will offer to pay up to the **settlement limit** as stated in the Declarations under Coverage 5.A.;
- B. **loss** of two or more **body parts**, the Company will offer to pay up to the **settlement limit** as stated in the Declarations under Coverage 5.A.;
- C. **loss** of one **body part**, the Company will offer to pay up to one-half of the **settlement limit** as stated in the Declarations under Coverage 5.A.;

D. Expense Reimbursement for Weekly Indemnity Payments:

If a specified **settlement limit** is shown for a passenger and if **bodily injury** directly causes that injured passenger to become **totally disabled**, the Company will reimburse the **named insured** for payments they choose to make to the injured passenger for the loss of earnings as a result of the disability. However, the Company will only be liable for up to eighty percent (80%) of the average weekly wage of that passenger but not exceeding the maximum weekly indemnity limit as stated in the Declarations, under Coverage 5.B. Payments will be made for the period of continuous total disability for up to the maximum indemnity period shown in the Declarations under Coverage 5. C. If the injured passenger is an employee of the **named insured** and is injured in the course and scope of that employment, or is a crew member, at the time of the occurrence, the **settlement limit** will be reduced by the amount of any payments that are made under this paragraph.

E. It is a condition of payment to or on behalf of any individual(s) that the individual(s) or the individual(s) legal representative will:

1. if requested, authorize the Company to obtain medical reports and copies of records. The injured person will submit to examination by the physicians selected by the Company when the Company may reasonably require;
2. if payment is to be made under paragraphs A, B or C above, be required to execute a full release, approved by the Company, for all **bodily injury** claims by or on their behalf against any **insured** and the Company for which there is insurance under the Policy.

F. If within 120 days the payment offer is not accepted or is rejected or if at any time a claim is made or civil action is filed by or on behalf of a **passenger** to whom this coverage applies for **bodily injury** against any **insured**, Coverage 5 will not apply to or for the benefit of that **passenger**.

G. Coverage 5 will not apply to or for the benefit of any **crew member** on any **non-owned aircraft** unless the Declarations indicates a specified **non-owned aircraft settlement limit** for crew member and:

1. the **crew member** is a professional pilot who is regularly employed by the insured and acting in the capacity as such, or
2. the **crew member** would normally be operating a **scheduled aircraft**, but is operating a **non-owned aircraft** on behalf of the **insured**.

Definitions applicable to Coverage 5:

Settlement Limit means the maximum applicable limit the Company will pay to or for each **passenger** as shown in the Declarations under Coverage 5.A.;

Totally Disabled means the complete inability to perform any duty pertaining to one's occupation;

Loss means, with respect to a hand or foot, severance at or above the wrist or ankle, with respect to an eye, the entire and irrecoverable loss of sight;

Body Part means a hand, foot or eye;

Permanent Total Disability means the inability of the injured **passenger** after twelve months of being continuously **totally disabled**, to perform every duty pertaining to the occupation the person was hired to perform for the rest of that person's life.

Coverage 6 - Liability for **Property Damage** to Hangars and Their Contents

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay for property damage to hangars and their contents not owned by an **insured** caused by an **occurrence** resulting from your **aviation operations** during the Policy period.

The insurance provided by Coverage 6 is **excess insurance** and will not apply to any loss or damage to property covered elsewhere in the Policy.

Coverage 7 - Liability for Fire Damage to Real Property

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **property damage** caused by an **occurrence** resulting from your **aviation operations** during the Policy period arising out of **property damage** to structures or portions thereof rented to or leased to the **named insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire. Coverage 7 shall not apply to liability assumed by the **insured** under any contract or agreement.

The insurance provided by Coverage 7 shall be **excess insurance** over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage.

Coverage 8 - Liability for Cargo

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay (less any applicable deductible) for the loss of, or **physical damage** to, the property of others caused by an **occurrence** during the Policy period while the property is in the **insured's** care, custody or control and it is on a covered **aircraft** or while it is in the custody of the **insured** on their **premises** prior to loading on or, after unloading from, a covered **aircraft**.

The insurance provided by Coverage 8 is **excess insurance**.

Coverage 8 will not apply to any loss, damage or claim caused by:

- A. any loss of market or any loss arising from delay whether or not the delay is caused by an **occurrence** covered by the Policy;
- B. any type of consequential loss;
- C. infidelity of the insured, its employees or agents;
- D. and confined to wear, tear, deterioration, extremes of temperature or pressure or due to the perishable or hazardous nature of the property;
- E. any loss in excess of the actual cost of reproducing or replacing destroyed or damaged manuscripts, notes, checks, securities, accounts, bills, deeds or any other valuable papers; or
- F. the loss of or damage to the personal effects or baggage of any **passenger**.

Coverage 9 - Liability Under Contractual Agreements

- A. The Company will promptly 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 liability assumed by the **named insured** or their legal representative in a contract or agreement relating to the ownership, maintenance or use of **scheduled aircraft** or the use of **non-owned aircraft** by the **insured**.
- B. The Company's Rights of Recovery section shown in Section Ten - Other Conditions of Insurance, Paragraph F., of the Policy will not apply to the extent that it is addressed in any contract or agreement that the **named insured** or its legal representative has entered into relating to **physical damage** of property insured by the Policy.
- C. The **named insured** agrees to submit a copy of all such contracts or agreements to the **aviation managers** as soon as possible. Inadvertent failure to do so will not void the insurance provided by Coverage 9 as long as the contract or agreement is submitted as soon as possible once the omission is discovered.
- D. The Company reserves the right to charge an additional premium for any such contract or agreement.

- E. The **aviation managers** shall not require copies of temporary **aircraft** storage or minor servicing agreements, military or governmental agreements for the use of an airport, lease of **premises** agreements or agreements approved by the **aviation managers** prior to the effective date of the Policy.
- F. The insurance provided by Coverage 9 shall not apply to any liability assumed:
 - 1. under any oral contract or agreement, unless the agreement is a contract which is required by a military or governmental body for the **insured's** use of an airport or an agreement with another party relating to the temporary storage or minor servicing of a **scheduled aircraft** while it is away from its home base;
 - 2. under any written contract or agreement:
 - a. that is with or for the benefit of any **passenger, crew member** or their heirs. However, subparagraph F. 1. above shall not apply:
 - i. if the contract or agreement is required by a military or governmental body for the **insured's** use of an airport; or
 - ii. for the Company's right of recovery as stated under Coverage 9, paragraph B;
 - b. to the extent that it applies to major alterations or major repairs as defined in the Federal Aviation Regulations;
 - c. that is with or for the benefit of any manufacturer of an **aircraft** or any **aircraft** parts or equipment, or their employees or agents, to the extent that it relates to their products liability hazard;
 - d. that relates to the sale of an aircraft;
 - e. that is entered into after a loss to the extent that it relates to that loss.

Coverage 10 - Liability for **Personal Injury** or **Advertising Injury**, if included, on the Declarations page

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **personal injury** or **advertising injury**, if included, to which this insurance applies resulting from your **aviation operations**. The Company will have the right and duty to defend any suit seeking those damages. The Company may at its discretion investigate any offense and settle any claim or suit that may result. However:

- A. The amount the Company will pay for damages is limited as described in Section One - Coverage 10 of the Declarations; and
- B. The Company's right and duty to defend end when it has exhausted the applicable limit of insurance in the payment of judgment(s) or settlement(s) under Coverage 10.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section Two - Defense, Settlement and Supplementary Payments.

The insurance provided by Coverage 10 applies to:

- A. **Personal injury** caused by an offense arising out of the **insured's aviation operations**, excluding advertising, publishing, broadcasting or telecasting done by or for the **insured**;
- B. **Advertising injury**, if included, caused by an offense committed in the course of advertising the **insured's aviation operations**, aviation goods, aviation products or aviation services, but only if the offense was committed in the coverage territory during the Policy period.

The insurance provided by Coverage 10 shall not apply to:

A. Breach Of Contract

Advertising injury or **personal injury** arising out of breach of contract.

B. Continuing Offenses

Advertising injury or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the Policy period of:

1. this insurance; or,
2. a subsequent, continuous renewal or replacement of this insurance, that:
 - a. is issued to the **insured**;
 - b. remains in force while the offense continues; and

would otherwise apply to **advertising injury** and **personal injury**.

C. Contracts

Advertising injury or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in contract or agreement.

This exclusion does not apply to the liability for damages that such **insured** would have in the absence of such contract or agreement.

D. Crime Or Fraud

Advertising injury or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

E. Expected Or Intended Injury

Advertising injury or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

1. is intended by such **insured**; or
2. would be expected from the standpoint of a reasonable person in the circumstances of such **insured**; to cause injury.

F. Failure To Conform To Representations Or Warranties

Advertising injury or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

G. Internet Activities

Advertising injury or **personal injury** arising out of:

1. controlling, creating, designing or developing of another's Internet site;
2. controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
3. controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
4. publication of content or material on or from the Internet, other than material developed by the **insured** or at the direction of the **insured**.

H. Media Type Business

Advertising injury or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

I. Prior Offenses

Advertising injury or **personal injury** arising out of any offense first committed before the beginning of the Policy period.

J. Publications With Knowledge Of Falsity

Advertising injury or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

1. with knowledge of its falsity; or
2. if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

K. Employment-Related Practices

Any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time by,

1. arrest, detention or imprisonment;
2. breach of any express or implied covenant;
3. coercion, criticism, humiliation, prosecution or retaliation;
4. defamation or disparagement;
5. demotion, discipline, evaluation or reassignment;
6. discrimination, harassment or segregation;
7.
 - i. eviction; or
 - ii. invasion or other violation of any right of occupancy;
8. failure or refusal to advance, compensate, employ or promote;
9. invasion or other violation of any right of privacy or publicity;
10. termination of employment; or
11. their employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.

This exclusion applies:

1. whether the **insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

L. Wrong Description Of Prices

Advertising injury or **personal injury** arising out of the wrong description of the price of goods, products or services.

M. Intellectual Property Laws And Rights

Any actual or alleged **bodily injury, property damage, advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

1. assertion; or
2. infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion or infringement.

This exclusion applies, unless such injury:

1. is caused by an offense described in the definition of **advertising injury**; and
2. does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Coverage 11 - Liability for Alcohol Beverage Service

The Company will promptly 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** resulting from the **insured's aviation operations** during the Policy period arising out of the serving or giving of any alcoholic beverage at or from the **insured's premises** or any **aircraft** covered by the Policy.

The insurance provided by Coverage 11 is **excess insurance**.

Coverage 12 - Liability for Incidental Medical Malpractice

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** caused by an **occurrence** resulting from the **insured's aviation operations** during the Policy period arising out of **incidental medical malpractice**.

Incidental medical malpractice means injury arising out of the rendering of or failure to render, during the Policy period, the following services:

- A. medical, automatic external defibrillator, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
- B. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

The insurance provided by Coverage 12 shall not apply to

1. expenses incurred by the insured for first-aid to others at the time of an accident;
2. any **insured** engaged in the business or occupation of providing any of the services described under **incidental medical malpractice** above;
3. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under **incidental medical malpractice** above; or
4. the failure to render automatic external defibrillator treatment, if the **aircraft** or **premises** is not equipped with automatic external defibrillator units.

Coverage 13 - Liability for Use of Premises

The Company will promptly 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** resulting from the **insured's aviation operations** during the Policy period arising out of the ownership, maintenance or use of **premises**.

The insurance provided by Coverage 13 is **excess insurance**.

Coverage 14 - Liability for the Operation of **Mobile Equipment**

The Company will promptly 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** resulting from the **insured's aviation operations** during the Policy period arising out of ownership, maintenance or use of **mobile equipment**.

The insurance provided by Coverage 14 is **excess insurance**.

Coverage 15 - Liability for the Operation of an **Auto** while on Airport **Premises**

The Company will promptly 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** resulting from the **insured's aviation operations** during the Policy period arising out of ownership, lease, rental, arrangement or use of **autos** while on airport **premises** exclusive of any public roadways and parking areas.

The insurance provided by Coverage 15 is **excess insurance**.

Coverage 16 - Liability for the Sale of **Aircraft** and **Aircraft** Products and Services

The Company will promptly 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** resulting from the **insured's aviation operations** during the Policy period arising out of the:

- A. sale or relinquishment from exclusive written lease, by the **named insured**, of a **scheduled aircraft** or any **aircraft** sold or relinquished prior to the Policy period;
- B. furnishing to others, by the **insured**, of any materials, parts, equipment, fuel, maintenance or **aircraft** services, used for or in connection with **aircraft, premises or mobile equipment**;
- C. furnishing to others, by the **insured**, of food or beverages in connection with the operation of **aircraft or premises**.

The insurance provided by Coverage 16 is **excess insurance** and will only apply if the **bodily injury** or **property damage** occurs away from the **insured's premises**, after physical possession of the **aircraft**, materials, parts, equipment, fuel, food or beverages have been relinquished to others and any services have been completed.

Coverage 17 - Liability for Hangarkeeper Operations

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **loss to aircraft** (subject to the deductible shown in the Declarations if applicable unless such **loss** results from fire or explosion or while the **aircraft** is dismantled and being transported) occurring while such **aircraft** is in the care, custody or control of the **insured** for safekeeping, storage, service or repair. However:

- A. The amount the Company will pay for damages is limited as described under Declarations, "Item 5. Limits of the Company's Liability", Coverage 17;
- B. If repairs are made by the **insured**, the Company will not pay more than:
 1. the **insured's** actual net cost for necessary material and parts of like kind and quality; and
 2. the **insured's** actual wages for labor at current straight time rates with no premium for overtime, plus 150% of such wages as an allowance for overhead and supervision. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section Two - Defense, Settlement and Supplementary Payments.
- C. Coverage 17 applies to damages because of **loss to aircraft** only if the **loss** occurs during the Policy period.
- D. The insurance provided by Coverage 17 shall not apply to:
 1. the **insured's** liability under any agreement to be responsible for **loss**;
 2. **loss** to robes, wearing apparel, personal effects or merchandise;

3. **loss** or damage to **aircraft** or parts of any **aircraft**:
 - a. owned by, leased to, rented to or loaned to the **insured** or partner(s) of the **insured**;
 - b. owned by, leased to, rented to or loaned to an officer or employee of the **insured** unless the property is an **aircraft** in your custody under an agreement for which a charge has been made;
4. **loss** due to theft or conversion caused in any way by the **insured's** employees, partners or shareholders;
5. **loss** to **insured's** work, arising out of it or any part of it;
6. **loss** to **aircraft** while **in-flight**; or
7. liability for **property damage** to **non-owned aircraft** and **temporary substitute aircraft** under Coverage 3.

Definition applicable to Coverage 17:

Loss means direct and accidental loss of or damage to tangible property.

Coverage 18 - Liability for Garagekeeper Operations

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **property damage** to an **auto** occurring while such **auto** is in the care, custody or control of the **insured** for valet parking, towing, safekeeping, storage or while on airport **premises** for any other incidental use by the **insured**.

The insurance provided by Coverage 18 shall not apply to:

- A. the **insured's** liability under any agreement to be responsible for **loss**;
- B. **loss** to robes, wearing apparel, personal effects or merchandise;
- C. **loss** or damage to an **auto** or parts of any **auto**:
 1. owned by, leased to, rented to or loaned to the **insured** or partner(s) of the **insured**;
 2. owned by, leased to, rented to or loaned to an officer or employee of the **insured** unless the **auto** is in the **insured's** custody due to towing, or for valet parking for which a charge has been made.
- D. **loss** due to theft or conversion caused in any way by the **insured** or the **insured's** employees, their partners or shareholders.

Definition applicable to Coverage 18:

Loss means direct and accidental loss of or damage to tangible property.

Section Two - Defense, Settlement and Supplementary Payments

- A. The Company has the right and duty to defend any suit against the **insured** seeking damages because of **bodily injury, personal injury, advertising injury, or property damage** covered by the Policy, even if any of the allegations of the suit are groundless, false or fraudulent. The Company may make any investigation and settlement of any claim or suit as it deems expedient. The Company will not be obligated to pay any expense, claim or judgment or to defend any suit after the applicable limit of liability has been exhausted by the payment of judgment(s) or settlement(s).
- B. The Company will promptly pay in addition to the applicable limit of liability:
 1. all the Company's expenses and all costs taxed against the **insured** in any suit the Company is required to defend including:
 - a. any pre-judgment interest awarded against the **insured** on that part of the judgment the Company is required to pay under the terms of the Policy;

- b. all interest on the amount of any judgment that the Company is required to pay under the terms of the Policy which accrues after the entry of the judgment and before the Company has paid, tendered or deposited in to court that portion of the judgement owed by the Company; and
 - c. any costs for arbitration alleging damages covered by the Policy which the **insured** must or may submit to;
2. premium on appeal bonds required or premiums on bonds to release attachments in any suit defended by the Company for any amount not exceeding the applicable limit of liability;
 3. the cost of bail bonds, up to \$10,000 for each incident, required of the **insured** because of an **occurrence** or violation of law or a regulation for civil aviation arising out of the **insured's aviation operations** and involving the use of **aircraft** or **premises**. However, the Company has no obligation to furnish or apply for any bail bonds;
 4. all reasonable expenses incurred by the **insured** for first aid, medical and surgical relief that is imperative at the time of an accident because of **bodily injury** covered by the Policy;
 5. all reasonable expenses incurred by the **insured** at the Company's request; however, the Company will not pay more than \$500.00 per day for each of the **insured's** employees for the loss of earnings, wages or salaries; and
 6. all expenses incurred by the **insured** that have been approved in advance by the Company or the **aviation managers**.

Section Three - Physical Damage Coverages

Coverage 19 - Physical Damage Coverage for Scheduled Aircraft (including Ingestion and Emergency Landing)

The Company will promptly pay for any **physical damage** to a **scheduled aircraft** that occurs during the Policy period including its disappearance or theft, less any applicable deductible. A **scheduled aircraft** shall be considered missing under disappearance or stolen under theft if such **aircraft** is unable to be located for fifteen (15) days after being reported missing or stolen. In addition, if an unexpected event causes a **scheduled aircraft** to make a landing in a location where it cannot safely depart and there is no **physical damage**, the Company will pay the reasonable costs of transporting the **scheduled aircraft** to the nearest suitable airport.

Coverage 20 - Physical Damage Coverage for Spare Engines and Spare Parts Including Transit

The Company will promptly pay for **physical damage** to or theft of **spare engines** and **spare parts** that are owned by the **named insured** or for which the **named insured** is legally responsible.

The insurance provided by Coverage 20 is **excess insurance**.

Coverage 21 - Automatic Insurance for Increased Value of Scheduled Aircraft or Spare Engines and Spare Parts

If the value of a **scheduled aircraft** is increased during the Policy period because of modifications or the addition of equipment or the **named insured** modifies or acquires additional **spare engines** or **spare parts**, the applicable insurance provided by the Policy under Section Three - **Physical Damage Coverages** will apply to the increased value.

The amount of insurance in the Declarations will automatically increase by the actual cost to the **named insured** of the modifications, equipment or additional **spare engines** or **spare parts** as evidenced by the **named insured's** records provided:

- A. the **named insured** reports to the **aviation managers** any increase in value as soon as possible after completion of modifications or additions;
- B. that unless the **aviation managers** has agreed in advance, the maximum automatic increase of

value will not exceed:

1. the maximum automatic limit for physical damage to a **scheduled aircraft** shown in the Declarations, "Item 5. Limits of the Company's Liability" as shown under Coverage 21; or
2. the maximum automatic Limit for **spare engines** and **spare parts** shown in the Declarations, "Item 5. Limits of the Company's Liability", as shown under Coverage 21; and

C. any additional premiums for the increased limits are paid by the **named insured**.

Coverage 22 - **Physical Damage** Coverage for Mechanics Tools

This insurance is extended to cover tools of the **insured's** employee mechanics against direct and accidental physical loss or damage from external causes while such tools are in the care, custody and control of the **named insured** or such employee while acting within the scope of employment. The Company's liability shall not exceed the limits stated in the Declarations under Coverage 22.

The insurance provided by Coverage 22 shall not apply to claims caused by or arising from:

- A. wear, tear, deterioration, rust, or inherent vice;
- B. delay, depreciation, or loss of use;
- C. mechanical, electrical, hydraulic, pneumatic or structural breakdown or failure;
- D. artificial electric current;
- E. extremes of temperature and humidity;
- F. mysterious disappearance, loss or shortage disclosed upon taking inventory;
- G. infidelity, dishonesty of the **insured** or anyone in the service of the **insured**;
- H. wrongful taking or secretion by any person or organization in lawful possession thereof; or
- I. failure to save and protect such property from further loss or harm after an **occurrence** to which Coverage 22 – **Physical Damage** Coverage for Mechanic's Tools applies.

Section Four - Additional Coverages

Coverage 23 - Temporary Replacement Parts Rental Expense

If a **scheduled aircraft** suffers a **physical damage** loss covered by the Policy, the Company will promptly pay the **named insured's** additional expenses of renting or leasing, for the period of repair, temporary replacement component part(s), to replace the part(s) damaged in the loss. This includes the **named insured's** cost of installation, removal and transportation. Coverage 23 will not apply unless the actual time required for the repair exceeds the minimum required repair period shown for Coverage 23 in the Declarations. Coverage 23 shall not apply to rental expense incurred after the maximum coverage period has expired. The maximum coverage period begins immediately following the minimum required repair period.

Coverage 24 - Replacement **Aircraft** Rental Expense

If a **scheduled aircraft** suffers a **physical damage** loss covered under the Policy, the Company will promptly pay the **named insured's extra expense** of leasing or renting a **temporary substitute aircraft** while the **scheduled aircraft** is being repaired.

The insurance provided by Coverage 24 shall not apply to **extra expense** incurred:

- A. unless the actual time required to repair the damaged **aircraft** exceeds the minimum required repair period shown under this coverage in the Declarations;
- B. if another **aircraft** is available at no extra charge for its use;
- C. if the **named insured** acquires through ownership, lease, lease-purchase option, or otherwise, a

permanent replacement for the damaged **aircraft**;

- D. if the **scheduled aircraft** is a **total loss** and the Company has offered the **named insured** a proof of loss;
- E. beyond the maximum coverage period shown under Coverage 24 as shown in the Declarations. The maximum coverage period begins immediately following the minimum required repair period and is to run consecutively without interruption;
- F. unless such **extra expense** is actually incurred by the **named insured**; or
- G. for replacement of any commercial revenue generating charter or Title 14 CFR Part 135 operation, unless such flight is solely for the **aircraft** owner's personal use.

Coverage 25 - Search and Rescue Expenses

The Company will promptly reimburse the **insured** for its actual incurred expenses for search and rescue operations performed by or at the request of the **named insured**:

- A. for any governmental or military search and rescue operations;
- B. arising out of any loss or damage to any equipment used in connection with the search and rescue operations;
- C. arising out of the injury or death of any persons involved in the search and rescue operations;
- D. incurred after it is reasonably assumed that there are no survivors; or
- E. associated with salvaging the **aircraft** or any other property.

Coverage 26 - Runway Foaming and Crash Control Expenses

The Company will promptly reimburse the **insured** for its actual incurred cost of runway or **aircraft** foaming and fire, crash control or rescue expenses for the purpose of minimizing a **physical damage** or **bodily injury** loss covered by the Policy.

Coverage 27 - Trip Interruption Expense Coverage

The Company will promptly reimburse the **insured** for its reasonable expenses of food, travel by commercial carrier and lodging of **passengers** incurred from the place where an **aircraft** suffers a covered **physical damage** loss to the intended final destination of the damaged **aircraft**, or back to the place they originally boarded the **aircraft** if the trip is discontinued.

The insurance provided by Coverage 27 shall not apply to any cost or expense for replacement **aircraft** rental for which payment is expected or made under Coverage 24.

Coverage 28 - Automatic Insurance for Newly Acquired **Aircraft**

If, during the Policy period, the **named insured** becomes the owner or exclusive lessee of an additional **aircraft** and is required to provide **aircraft** liability and/or **aircraft physical damage** insurance and, as soon as possible, reports the acquisition to the **aviation managers**, the insurance afforded by the Policy will apply to the additional **aircraft** incepting at the time of acquisition. Unless the **named insured** and the **aviation managers** agree otherwise, the coverage and limits of liability pertaining to the additional **aircraft** will be the same as is provided for other **scheduled aircraft**. If more than one **aircraft** is scheduled in Coverage 1 and more than one liability limit is scheduled, the lowest liability limit in the schedule will apply to the newly acquired **aircraft**.

The insured value of the additional **aircraft** will be the actual cost of the **aircraft** to the **named insured** but not exceeding the maximum **physical damage** limit shown under Coverage 28 in the Declarations. The **named insured** agrees to pay any additional premium required because of the addition of the newly acquired **aircraft**.

Coverage 29 - Lay-Up Credit For **Scheduled Aircraft**

If a **scheduled aircraft** is not used **in-flight** for more than the minimum lay-up period shown in the Declarations

the **named insured** agrees to notify the **aviation managers** as soon as practicable. At the end of the Policy period, the Company will return a pro-rata percentage credit of the applicable premium for the entire period of the lay-up as shown under Coverage 29 in the Declarations.

The insurance provided by Coverage 29 shall not apply to any **scheduled aircraft** laid up because of any loss or damage covered by the Policy.

Coverage 30 - Personal Effects and Baggage Expense

The Company will promptly pay on behalf of or reimburse the **named insured** for all sums which the **named insured** is liable for or pays to others for the loss of or **physical damage** to the personal effects and baggage of a **passenger**. Coverage 30 will only apply if the loss or damage occurred during the Policy period and while the personal effects and baggage were in the care, custody or control of the **insured**.

Section Five - Medical Expense

Coverage 31 - Medical Payments for **Scheduled Aircraft** and **Non-Owned Aircraft**

Regardless of liability, the Company will promptly pay all the reasonable **medical expenses** incurred within one year from the date of injury for each covered **passenger** who sustains **bodily injury** caused by an **occurrence** during the Policy period.

The insurance provided by Coverage 31 shall not apply for the benefit of a **crew member on non-owned aircraft** unless the Declarations shows a specific limit for **crew member** under the **non-owned aircraft** section of Coverage 31 and:

- A. the **crew member** is an officer, director, stockholder, employee, partner, or agent of the **named insured** while acting in the scope of employment, or
- B. the person is a **crew member** who would normally be operating a **scheduled aircraft** but is operating a **non-owned aircraft** on behalf of the **named insured**.

Coverage 32 - **Premises** Medical Payments

The Company will promptly pay all reasonable **medical expenses** incurred within one year from the date of injury for each person who sustains **bodily injury** caused by an **occurrence** during the Policy period arising out of your **aviation operations** and ownership, maintenance or use of **premises**.

The following provisions apply to Coverages 31 and 32:

- A. Medical payments will not be made to anyone until all medical benefits available under a workers' compensation or similar law have been exhausted.
- B. As soon as possible, the injured person or someone on their behalf will give the Company written proof of claim, under oath if required, and will, if requested by the Company, authorize the Company to obtain medical reports and copies of records. The injured person will submit to examination by physicians selected by the Company if and when the Company may reasonably require.
- C. The Company may pay the injured person or any person or organization rendering the services. Any payments made under these sections do not constitute an admission of liability of any **insured**, person, organization, or of the Company.
- D. The total liability of the Company for all **medical expenses** incurred by or on behalf of each covered **passenger** or person who sustains **bodily injury** will not exceed the applicable Limit of Liability as stated in the Declarations under Coverage 32 for that **passenger** or person.

Section Six - Policy Definitions

When appearing in bold print in the Policy the following definitions apply:

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products

or services. **Advertisement** does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of the **insured's advertisement** of goods, products or services, that are:

- A. copyrighted **advertisement**; or
- B. registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Aircraft means any **scheduled aircraft** and any other **aircraft** for which insurance is provided under the Policy. The definition includes the **aircraft's** propulsion system and parts and equipment installed in or on the **aircraft**. Parts that are temporarily removed are also included in the definition even if replaced by similar parts. Tools and repair equipment standard for the **aircraft** and normally carried on the **aircraft** are also included within the definition.

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **mobile equipment**.

Aviation managers means the Company designer.

Aviation operations means all operations arising from the ownership, maintenance or use of locations or **aircraft** for aviation activities including that portion of roads or other accesses that adjoin these locations. **Aviation operations** include all operations necessary or incidental to aviation activities.

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.

Crew member means any **passenger** such as the **pilot-in-command**, co-pilot, flight engineer or flight attendant, who is required for or assisting in **aircraft** operations.

Extra expense means that portion of the actual incurred cost of leasing or renting a replacement **aircraft** which exceeds the cost of operating **aircraft** the **named insured** would have incurred if the **scheduled aircraft** had not been damaged.

Excess insurance means insurance that only applies when all other valid and collectible insurance, including any formal self-insurance program or self-insured retention plan, available to the **named insured/insured** has been exhausted (other than insurance specifically purchased by the **named insured** to apply as excess over this Policy). If no such insurance or self-insurance exists, **excess insurance** coverage provided by this Policy shall act as primary. If the other insurance is written through the **aviation managers** as primary insurance, the total limit of the Company's or Companies' liability will not exceed the greatest or greater limit on any one Policy.

In-flight means, with respect to fixed-wing aircraft, the time commencing from the start of the take-off run of the **aircraft** and continuing until it has completed its landing roll. With respect to an **aircraft** that is a rotorcraft, it is any time the rotors are moving under power for lift-off or flight, until the rotors cease revolving after landing. With respect to any other **aircraft**, it is any time the **aircraft** is off a supporting surface as a result of propulsion, buoyancy or aerodynamic reaction.

In-motion means anytime the **aircraft** is moving under its own power or the momentum generated therefrom or, while it is **in-flight**. With respect to an **aircraft** that is a rotorcraft, it is anytime the rotors are moving under power or the momentum generated therefrom.

Ingestion means **physical damage** to a turbine engine or turbine auxiliary power unit, if they are included within the definition of **aircraft**, caused by objects or substances that are not or were not part of the engine or its accessories, which is the result of a single incident of sufficient severity to require, or would require if its severity were known at the time, immediate repair before further use.

Insured means:

- A. for all coverage:
 - 1. the **named insured**;
 - 2. any director, officer, partner, employee, agent or stockholder of the **named insured** while that person is acting within their official capacity as such;
- B. for all Section One - Liability Coverages except Coverages 2, 3 and 16 (**Non-Owned Aircraft Liability Coverage** and **Products Liability Coverages**) means:
 - 1. any person or organization while riding in, using or legally responsible for a **scheduled aircraft** or **temporary substitute aircraft** provided that the use is within the scope of the permission of the **named insured**; and
 - 2. any other person or organization but, only for their legal liability covered by the Policy which arises solely out of the acts or omissions of a person or organization in A. above.

Other than any persons or organizations described in paragraph A. above, none of the following is considered an **insured** regardless of subparagraph B. 1. above:

- 1. any person or organization or their agents or employees engaged in the design, manufacture, maintenance, repair, or sale of **aircraft**, **aircraft** engines, components or accessories, or engaged in the operation of any **aircraft**, airport, hangar, flight school, flight service, or piloting service, with respect to any **occurrence** arising out of such activity, and
- 2. the owner, lessor or their agents or employees, of any **non-owned aircraft** covered by the Policy.

Intellectual property law or right means any:

- A. certification mark, copyright, patent or trademark (including collective or service marks);
- B. right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- C. other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or,
- D. other judicial or statutory law concerning piracy, unfair competition or other similar practices.

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

Mobile equipment means a land vehicle (including any machinery or apparatus attached), whether or not self-propelled, used in connection with the maintenance or operation of **aircraft** or **premises** that is:

- A. not subject to motor vehicle registration;
- B. used exclusively on **premises** owned by or rented to the **named insured** including the roadways or property immediately adjoining; or
- C. designed for use principally off public roads.

Named insured means the person(s) or organization(s) shown in Item 1. of the Declarations.

Non-owned aircraft means any **aircraft** except:

- A. an **aircraft** owned in whole or in part by or registered to the **named insured**;
- B. a **scheduled aircraft**; or
- C. an **aircraft** having a seating configuration exceeding the maximum number of seats shown in the

Declarations for Coverage 2 (regardless of the actual number of **passengers** on the **aircraft**).

Occurrence means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended by the **insured**. However, the definition includes **bodily injury** or **property damage** resulting from the efforts to prevent dangerous interference with any **aviation operations**.

Partial loss means any **physical damage** loss which is not a **total loss**.

Passenger means any person in, on or boarding the **aircraft** for the purpose of riding, flying in or exiting from it after a ride, flight or attempted flight.

Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of dwelling, **premises** or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- D. electronic, oral, written or other publication of material that:
 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 2. violates a person's right of privacy.

Physical damage means accidental, direct physical loss of or damage to **scheduled aircraft**, **spare engines** or **spare parts** during the Policy period including **ingestion**, but it does not include the loss of use or any residual depreciation in value either before or after any repairs have been made.

Pilot-in-command means the pilot aboard the **aircraft** who is responsible for its **in-flight** operation.

Premises means the portions of airports, buildings or areas used by the **named insured** directly in connection with the ownership, operation, maintenance or use of any **aircraft** and the **named insured's aviation operations**.

Property damage means accidental damage to or destruction of the tangible property of others caused by an **occurrence** during the Policy period and the resultant loss of use of the property. **Property damage** also includes the loss of use of the tangible property of others that is not physically damaged but that is caused by an **occurrence** during the Policy period.

Salvage value means the value of the damaged property prior to any repairs.

Scheduled aircraft means any **aircraft** listed under Coverage 1 - Liability for **Scheduled Aircraft** and Coverage 19 - **Physical Damage** Coverage for **Scheduled Aircraft** in the Declarations or any **aircraft** covered under Coverage 28 - Automatic Insurance for Newly Acquired **Aircraft**.

Spare engines means propulsion engines and auxiliary power units which have been or which are intended to be installed in or on a **scheduled aircraft** or **temporary substitute aircraft** and which are not included within the Policy definition of an **aircraft**.

Spare parts means parts or accessories, except **spare engines**, specifically designed for installation in or on **aircraft** or **mobile equipment** which are not included within the Policy definition of an **aircraft** or **mobile equipment**.

Temporary substitute aircraft means any **non-owned aircraft** used in place of a **scheduled aircraft** that is temporarily withdrawn from use because of its damage, breakdown, repair, modification, inspection, servicing, loss or destruction.

Total loss means any **physical damage** loss for which the cost to repair, when added to the **salvage value**, equals or exceeds:

- A. the insured value of a **scheduled aircraft**, or
- B. the actual cash value of any other insured property.

Theft or disappearance of the entire **aircraft** is considered a **total loss**.

Section Seven - Exclusions

The insurance provided by the Policy shall not apply:

- A. to liability assumed by the **insured** in any type of agreement except as provided by Coverage 9 - Liability for Contractual Agreements;
- B. to any obligation which the **insured** or its insurance carrier may be held liable under any workers' compensation, unemployment compensation, disability benefits law or under any similar law;
- C. to **bodily injury** or **personal injury** to any employee of the **insured** arising out of and in the course of their employment by the **insured**, or to any claims for **bodily injury** as a consequence thereof. This exclusion shall not apply to liability assumed by the **insured** in any agreement required by a military or governmental authority as a prerequisite for using an airport or an airport facility, nor will this exclusion apply to Coverage 5 - **Passenger** Voluntary Settlements for **Scheduled Aircraft** and **Non-Owned Aircraft**;
- D. to illegal, criminal or dishonest acts or activities, alleged or otherwise, committed by or at the direction of or with the knowledge and consent of directors or officers of the **insured** and with the knowledge at the time that such act was illegal or criminal, but with respect to the **named insured** this exclusion shall apply only if such activities or acts are with the knowledge and consent of an officer or director of the **named insured**;
- E. to any claim, loss or expense arising out of any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- F. to any **insured** while the **aircraft** is **in-flight** if piloted by other than the pilot or pilots designated under Item 4 of the Declarations;
- G. under all Section One - Liability Coverage and Section Two - Defense, Settlement and Supplementary Payments, for **property damage** to property owned, occupied, used, rented, transported by or in the care, custody or control of an insured except as provided under Coverage 2, 3, 6, 7, 8, 17 and 18;
- H. under Section One - Liability Coverage, and Section Two - Defense, Settlement and Supplementary Payments or Section Five - **Medical Expenses**, to any **insured** who is also **insured** under any contract of nuclear energy liability insurance, in effect at the time of the **occurrence**, issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters that covers the claim, loss, damage or expense or would cover the claim, loss, damage or expense if such policy's limits of liability were not exhausted;
- I. under all Section Three - **Physical Damage** Coverage, to any loss, damage, claim or expense which is due and confined to wear and tear, deterioration, mechanical or electrical breakdown of the insured property, its equipment, components or accessories, or to tires, unless the damage is caused by fire, malicious mischief, vandalism or theft or unless the loss or damage is the direct result of other **physical damage**, including **ingestion**, covered by the Policy. Damage resulting

from the breakdown, failure or malfunction of an engine component, accessory or part is considered mechanical breakdown of the entire engine;

- J. to claims or damage resulting from:
 - 1. war, whether declared or undeclared, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
 - 2. confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title, used by or under the order of any government, public or local authority, whether civil, military or *de facto*;
 - 3. claims arising while the insured property is outside the control of the **insured** because of any of the above perils;
- K. to an **aircraft's** turbine engine (including a turbine powered auxiliary power unit) caused by heat resulting from starting, attempted starting, operation or shutdown thereof;
- L. to any loss caused by any type of radioactive contamination;
- M. to any loss caused by the embezzlement, secretion or conversion of the insured property; or
- N. to any loss due to depreciation in the value of, or arising from the loss of use of the insured property.

Section Eight - Limit of the Company's Liability

A. Other Insurance

Except with respect to coverage provided by the Policy as **excess insurance**, if there is other insurance including any formal self-insurance program or self-insured retention plan, in the **insured's** name or otherwise, against any loss, liability, or expense covered by the Policy, the Company will not be liable under the Policy for a greater proportion of such loss, liability or expense than the applicable limit of the Company's liability under the Policy bears to the total applicable limits of all other valid and collectible insurance.

B. Total Liability for Section One - Liability Coverages

The limits apply separately to each insured **aircraft** and each **insured** but, regardless of the number of **insureds** under the Policy, persons or organizations who sustain **bodily injury, personal injury or property damage**, claims made, or suits brought because of **bodily injury, personal injury or property damage**, the Company's total liability for all damages, including damages for care and loss of services, as the result of any one **occurrence** will not exceed the limit of liability stated in the Declarations as applicable to "each **occurrence**", and in the annual aggregate if specified. For the purpose of determining the limit of the Company's total liability, all **bodily injury, personal injury and property damage** arising out of continuous or repeated exposure to the same general conditions will be considered arising out of one **occurrence**.

C. Total Liability for Section Three - **Physical Damage** Coverages

- 1. In the event of a **total loss**, the Company will promptly pay the **named insured**:
 - a. the insured value of the **scheduled aircraft** as shown under Coverage 19 of the Declarations;
 - b. the **named insured's** financial interest in any **spare engine or spare part** (less any applicable deductible) but not exceeding its actual cash value or the limits for the applicable coverage in the Declarations, whichever is less. In addition, the Company will promptly refund the pro-rated unearned premium for any **scheduled aircraft** that is a **total loss**. At the time of payment of a **total loss** by the

Company, the Company's exposure, under Coverage 19 ceases.

2. In the event of a **partial loss**, the Company's liability shall not exceed:
 - a. the total of the following items, less any applicable deductible, if the repairs are made by an **insured**:
 - i. the **insured's** net costs for necessary material and parts of like kind and quality;
 - ii. **Transportation Costs** (as defined below);
 - iii. the reasonable costs of food, lodging, and transportation of the **insured's** employees required for the actual period of repair if the loss occurs away from the **insured's** base of operations and
 - iv. actual wages paid for labor at the current straight time rates at the place of repair plus the reasonable cost of required supervision and overhead;
 - b. the total of the following items, less any applicable deductible, if the repairs are made by other than the **insured**:
 - i. the net cost to the **insured**, to make repairs with material and parts of like kind and quality;
 - ii. the reasonable transportation, food and lodging expenses for a necessary representative(s) of the **insured** to inspect or authorize repairs and/or test fly the **aircraft** but not exceeding 5% of the repair cost estimate or \$5,000, whichever is less. This paragraph will not apply unless the **aircraft** is being repaired away from its primary base of operations;
 - iii. any additional **transportation costs** incurred.

Transportation Costs means the cost of transportation, by the least expensive reasonable means of:

- A. damaged parts from the site of the loss to and from the most practicable place for repair;
 - B. replacement parts from the nearest available source to the site of the loss; or
 - C. the damaged property to the most practicable place for repair and then to the site of the loss or to the **insured's** home airport, whichever is closer.
3. In no event will the Company's liability for a **partial loss** exceed the insured value of the **scheduled aircraft**; or with respect to Coverage 20, the **named insured's** financial interest in any **spare engine** or **spare part**, its actual cash value or the applicable limit of liability shown under Coverage 20 in the Declarations, whichever is less.
 4. In the event of a **partial loss**, whether or not such loss is covered by the Policy, the insured value of the **scheduled aircraft** will automatically be reduced at the time of the loss by the amount of the loss. When repairs begin, the insured value will automatically increase by the value of the completed repairs until the insured value of the **scheduled aircraft** is fully restored.
 5. If the Company pays a claim, whether for a **partial loss** or a **total loss**, the Company is entitled to all salvage. There will, however, be no abandonment of the salvage to the Company without its prior consent.
 6. The Company has the right to return stolen property any time before the loss is paid with payment for any resultant **physical damage**.

7. The amount specified as a deductible (if any) for **scheduled aircraft** does not apply to a **total loss**, constructive **total loss** or any loss caused by fire, lightning, explosion, transportation of parts, theft, robbery or pilferage. However, any **partial loss** caused by fire or explosion, resulting directly or indirectly from the collision or crash of an **aircraft** while **in-motion**, will be subject to the **in-motion** deductible, if any. **scheduled aircraft** deductibles will not apply in the event of a collision with any other **aircraft** insured through the **aviation managers** under another policy.

D. Total Liability for Section Four - Additional Coverages

The total liability of the Company for all costs or expenses incurred by or on behalf of the **named insured** will not exceed the Limit of Liability stated in the Declarations that applies to each applicable coverage.

E. Severability of Interests

The limits and coverage apply separately to each **insured**, but the inclusion within the Policy of more than one **insured** will not increase the applicable limits of the Company's total liability.

F. Two or More **Aircraft** Insured by the Policy

In the event that two or more **aircraft** are insured by the Policy, the applicable limits of liability and deductibles (if any) will apply separately to each.

Section Nine - Notice of Claims and Other Duties of an Insured

In the event of any accident, **occurrence**, claim, suit or loss, the **insured(s)** and/or the **insured's** legal representative(s) agree to:

- A. not assume any obligation or liability, nor offer to pay any reward except at the **insured's** expense, nor incur any expense other than those items listed in **Section Two - Defense, Settlement and Supplementary Payments** of the Policy;
- B. promptly contact the Company and follow up with prompt written notice including (if known) the:
 1. time, place and description of events;
 2. names and locations of **passengers**, witnesses, injured or deceased persons, and
 3. location and description of any damaged property and/or **aircraft**;
- C. immediately forward to the Company every demand, notice, summons, legal paper, or any other process they receive;
- D. cooperate and assist the Company in all matters of any claim or suit;
- E. do nothing after the accident or loss to harm the Company's right of recovery against any person or organization who may be liable to the **insured**;
- F. authorize the Company to obtain any records relating to a loss;
- G. not abandon the **aircraft** or any other salvage without the Company's prior consent;
- H. take all reasonable precautions to protect the **aircraft** or other insured property after any accident or loss. Reasonable expenses incurred in providing such protection will be reimbursed by the Company. Any further loss or damage due to the **insured's** failure to reasonably protect the insured property will not be covered by the Policy;
- I. promptly report any suspected theft or vandalism to the local police;

- J. allow the Company the option to inspect any **aircraft** or insured property before any repairs begin or its disposal;
- K. file with the Company, within ninety (90) days after the loss, a sworn proof of loss including the information and in the form the Company reasonably requires and, upon the Company's request, submit to examination under oath;
- L. exhibit the damaged property and produce for the Company's examination all pertinent records and invoices, permitting copies to be made, at reasonable times and places as the Company designates;
- M. provide clear title to the Company, if requested, for any salvaged property at the time total loss payment is made by the Company;
- N. allow the Company to inspect **aircraft** records, repair and service invoices, sales receipts and log books as may be required in the settlement of any claim.

Section Ten - Other Conditions of Insurance

A. Appraisal of Loss

If the **named insured** and the Company fail to agree on the amount of a loss, either may, within sixty (60) days after a proof of loss is filed, demand an appraisal of the loss. The **named insured** and the Company will each select a competent **aircraft** appraiser and the appraisers will select a competent and disinterested umpire. The appraisers will judge the amount of the loss. If they do not agree, they will submit their difference to the umpire. Agreement in writing of any two of the three will determine the amount of the loss. The **named insured** and the Company will each pay their chosen appraiser and will bear equally the expenses of the appraisal and the umpire. The Company will not be held to have waived any of its rights by any act relating to appraisal.

B. Action Against the Company

No action will be taken against the Company unless, prior to such action, the **insured** has fully complied with all of the terms and conditions of the Policy and the amount of loss has been determined as set forth below:

1. **Liability Coverages** - With respect to Section One - Liability Coverages, no action will lie against the Company until the amount of the **insured's** obligation to pay has been finally determined either by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the Company. Any person, organization or their legal representative who has secured such judgment or written agreement will be entitled to recover under the Policy to the extent of the coverage provided by the Policy. No person or organization shall have any right under the Policy to join the Company as a party to any action against the **insured** to determine the **insured's** liability, nor will the Company be impleaded by the **insured** or its legal representative. Bankruptcy or insolvency of the **insured** or of the **insured's** estate will not relieve the Company of any of its obligations under the Policy.
2. **Physical Damage Coverages** - With respect to Section Three - **Physical Damage** Coverages, no action will lie against the Company, nor will payment for loss be required, until thirty (30) days after the required proof of loss is filed with the Company and the amount of loss is determined as described in Section Three - **Physical Damage** Coverages of the Policy. Any action against the Company must be taken within one year after the date of the loss.
3. **Additional Coverages** - With respect to Section Four - Additional Coverages, no action will lie against the Company, nor will payment for loss be required, until thirty (30) days after any required proofs of claims have been filed with the Company. Any action against the Company must be taken within one year after the date of the loss.

C. Cancellation and Non-Renewal of the Policy

1. Cancellation - The Policy may be cancelled by the **named insured** by mailing prior written notice to the Company stating when the cancellation will be effective. The Policy may be cancelled by the Company by mailing to the first **named insured** at the first address shown under Item 2. of the Declarations stating when, not less than ninety (90) days thereafter, the cancellation will be effective. However, only ten (10) days prior written notice will be provided if the cancellation is for non-payment of any premium due. The effective date and hour of cancellation stated in the notice will become the end of the Policy period.

If the **named insured** cancels the Policy, earned premium will be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium will be computed on a pro-rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium by the Company is not a condition required for the cancellation to be effective.

2. Non-Renewal - The Company will mail written notice to the first **named insured** at least sixty (60) days prior to the expiration date of the Policy in the event either decides not to renew the Policy.

The proof of mailing or delivering notice of non-renewal or cancellation to the first **named insured** by the Company will be sufficient proof of notice to all **insureds**.

D. Certificates of Insurance

A Certificate of Insurance issued by the Company for or on behalf of the **named insured**, including any certificates required by military or governmental authorities, automatically provides the insurance as is evidenced in that certificate.

E. Changing the Policy

Nothing in the Policy can be changed or waived except by the Company's written endorsement, approved and signed by the **aviation managers**.

F. Company's Rights of Recovery

In the event of any payment made under the Policy, the Company will assume all of the **insured's** rights of recovery against any person or organization. The **insured** will execute and deliver instruments and papers and do whatever else is necessary to enforce those rights.

G. Cross Liability

The Policy will cover claims by one **insured** against another **insured**. However, in no event will this provision increase or change the limits of the Company's liability nor will it change any of the Declarations, Insuring Agreements, Exclusions, Conditions, Limits of Liability or other terms of the Policy.

H. Financial Responsibility Laws (applicable to Section One - Liability Coverages)

When the Policy is certified as proof of financial responsibility under the provisions of any **aircraft** financial responsibility law, the insurance afforded by the Policy for **bodily injury** or **property damage** will comply as necessary with the provisions of the law but, in no event in excess of the Limits of Liability stated in the Declarations of the Policy. The **named insured** agrees to reimburse the Company for any payment made which the Company would not have been obligated to make under the terms of the Policy except for the agreement in this paragraph.

I. Inspection

The Company, or its authorized representative, shall be permitted to inspect the insured property and any of its records during the Policy period and for one year afterward.

J. Mexican Operations Warning

Although the Policy provides coverage in Mexico, the Mexican Government requires proof of **aircraft** liability written through a Mexican insurance company. If the **insured** does not have proof of Mexican liability insurance, the **aircraft** can be confiscated by the Mexican authorities and any **passengers** jailed or detained.

It is a good practice to contact the **insured's** agent or broker to arrange coverage if any flights are planned into or near Mexican airspace. Mexican liability coverage is available through the **aviation managers** if needed.

K. Policy Compliance with State Law

If the terms of the Policy conflict with the **named insured's** state law, the Policy terms are deemed amended as necessary to comply with that law.

L. Policy Territory

The insurance provided by the Policy shall be effective worldwide.

Payment of loss under the Policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

M. Transfer of the Policy to Others

Interest in the Policy may not be transferred without prior written agreement from the Company. If the **named insured** dies or is judged legally bankrupt or insolvent and the **named insured** or its legal representative notifies the Company within sixty (60) days of the judgment or death, effective the date of the judgment or death, the **named insured** will become:

1. any person or organization having custody of the **scheduled aircraft** until a legal agent is appointed; or,
2. the **named insured's** legal representative.

N. Acceptance of Policy

By acceptance of the Policy, the **named insured** agrees that the statements in the Declarations are its representations, that the Policy is issued in reliance upon the truth of the representations and that the Policy embodies all agreements by and between the **named insured** and the Company or any of its agents.

In Witness Whereof, the Company issuing this Policy has caused this Policy to be signed by its authorized officers, but this Policy shall not be valid unless also signed by a duly authorized representative of the Company.



Secretary



President

AXA INSURANCE COMPANY



AXA INSURANCE COMPANY
17 State Street
New York, New York 10004

AVIATION GENERAL LIABILITY DECLARATIONS

Policy Number:

Previous Policy Number:

ISSUED BY:

NAMED INSURED:

MAILING ADDRESS:

POLICY PERIOD: FROM _____ TO _____

AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		PREMIUM
PREMISES-EACH OCCURRENCE LIMIT	\$ _____	\$ _____
MEDICAL EXPENSE LIMIT- EACH PERSON	\$ _____	\$ _____
PERSONAL & ADVERTISING INJURY AGGREGATE - LIMIT	\$ _____	\$ _____
GENERAL AGGREGATE LIMIT	\$ _____	\$ _____
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ _____	\$ _____
HANGARKEEPER'S - LIMIT		\$ _____
EACH AIRCRAFT- LIMIT	\$ _____	\$ _____
EACH LOSS - LIMIT	\$ _____	\$ _____
HANGARKEEPER'S - DEDUCTIBLE: EACH AIRCRAFT	\$ _____	\$ _____
TOTAL PREMIUM		\$ _____

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

- INDIVIDUAL PARTNERSHIP JOINT VENTURE TRUST
 LIMITED LIABILITY COMPANY ORGANIZATION, INCLUDING A CORPORATION
 (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: _____

PREMIUM	
STATE TAX OR OTHER (if applicable)	\$ _____
PREMIUM SHOWN AT INCEPTION IS PAYABLE:	\$ _____
TRIA PREMIUM:	\$ _____

ENDORSEMENTS ATTACHED TO THIS POLICY:

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

COUNTERSIGNED:	BY:
(Date)	Authorized Representative

Date of Issue: _____

AVIATION GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in bold have special meaning. Refer to Section V - Definitions.

SECTION I – COVERAGES

COVERAGE A-BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies resulting from your **aviation operations**. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.
- b. This insurance applies to **bodily injury** and **property damage** only if:
- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - (2) The **bodily injury** or **property damage** occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no **employee** authorized by you to give or receive notice of an **occurrence** or claim knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.
 - (4) there is premium paid for the applicable section as noted on the Declarations.
- c. **Bodily injury** or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, includes any continuation, change, or resumption of that **bodily injury** or **property damage** after the end of the policy period.
- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II - Who Is An Insured or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
- (1) Reports all or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
 - (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time for the **bodily injury**.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

Bodily injury or **property damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury** or **property damage**, provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

Bodily injury or **property damage** for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

Bodily Injury to:

- (1) An **employee** of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother, or sister of the **employee** as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

f. Air Traffic Control

Bodily injury or **property damage** arising out of air traffic control operations on the ground or in the air.

g. Aircraft, Auto Or Watercraft

Bodily injury or **property damage** arising out of the ownership, maintenance, use, or entrustment to others of any **aircraft, auto** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading** and, with respect to **aircraft**, operated by also includes operation on behalf of any insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any **aircraft, auto**, or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance, or use of watercraft; or
- (5) **Bodily injury** or **property damage** arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of **mobile equipment**.

h. Mobile Equipment

Bodily injury or **property damage** arising out of:

- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or
- (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for any prearranged racing, speed, demolition or stunting activity.

i. Appropriation By Government Power

Property damage arising out of the appropriation of property or property rights by governmental power.

j. Damage To Property

Property damage to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement,

restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

k. Damage To Your Product

Property damage to your product arising out of it or any part of it.

l. Damage To Your Work

Property damage to your work arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

Property damage to impaired property or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

n. Recall Of Products, Work, Or Impaired Property

Damages claimed for any **loss**, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) **Your product**;
- (2) **Your work**; or
- (3) **Impaired property**;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

Bodily injury arising out of **personal and advertising injury**.

p. Electronic Data

Damages arising out of the **loss** of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, 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.

q. Employment-Related Practices

(1) any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

- (a) arrest, detention or imprisonment
- (b) breach of any express or implied covenant
- (c) coercion, criticism, humiliation, prosecution or retaliation;
- (d) defamation or disparagement;
- (e) demotion, discipline, evaluation or reassignment;
- (f) discrimination, harassment or segregation
- (g) (i) eviction; or
(ii) invasion or other violation of any right of occupancy;
- (h) failure or refusal to advance, compensate, employ or promote;
- (i) invasion or other violation of any right of privacy or publicity;
- (j) termination of employment; or
- (k) other employment-related act, omission, policy, practice or representation in connection with any insured at any time.

(2) any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph (1) above, as a consequence thereof.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
- (2) to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

r. Intellectual Property Laws And Rights

to any actual or alleged **bodily injury, property damage, advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- (1) assertion; or
- (2) infringement or violation;

by any person or organization (including any insured) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- (1) is caused by an offense described in the definition of **advertising injury**; and
- (2) does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies resulting from your **aviation operations**. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.

b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your **aviation operations** but only if the offense was committed in the **coverage territory** during the policy period.

2. Exclusions

This insurance does not apply to:

a. Breach Of Contract

Advertising injury or **personal injury** arising out of breach of contract.

b. Continuing Offenses

Advertising injury or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- (1) this insurance; or,
- (2) a subsequent, continuous renewal or replacement of this insurance, that:
 - (a) is issued to you by us or by an affiliate of ours;
 - (b) remains in force while the offense continues; and

would otherwise apply to **advertising injury** and **personal injury**.

c. Contracts

Advertising injury or **personal injury** for which the insured is obligated to pay damages by reason of assumption of liability in contract or agreement.

This exclusion does not apply to the liability for damages that such insured would have in the absence of such contract or agreement.

d. Crime Or Fraud

Advertising injury or personal injury arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.

e. Expected Or Intended Injury

Advertising injury or personal injury arising out of an offense, committed by or on behalf of the insured, that:

- (1) is intended by such insured; or
- (2) would be expected from the standpoint of a reasonable person in the circumstances of such insured to cause injury.

f. Failure To Conform To Representations Or Warranties

Advertising injury or personal injury arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

g. Internet Activities

Advertising injury or personal injury arising out of:

- (1) controlling, creating, designing or developing of another's Internet site;
- (2) controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- (3) controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- (4) publication of content or material on or from the Internet, other than material developed by you or at your direction.

h. Media Type Business

Advertising injury or personal injury arising out of an offense committed by or on behalf of an insured whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing. This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs a., b. or c. of the definition of **personal injury**.

i. Prior Offenses

Advertising injury or personal injury arising out of any offense first committed before the beginning of the policy period.

j. Publications With Knowledge Of Falsity

Advertising injury or personal injury arising out of any electronic, oral, written or other publication of content or material by or with the consent of the insured:

- (1) with knowledge of its falsity; or
- (2) if a reasonable person in the circumstances of such insured would have known such content or material to be false.

k. Employment-Related Practices

- (1) any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 - (a) arrest, detention or imprisonment;
 - (b) breach of any express or implied covenant;

- (c) coercion, criticism, humiliation, prosecution or retaliation;
 - (d) defamation or disparagement;
 - (e) demotion, discipline, evaluation or reassignment;
 - (f) discrimination, harassment or segregation;
 - (g)
 - (i) eviction; or
 - (ii) invasion or other violation of any right of occupancy;
 - (h) failure or refusal to advance, compensate, employ or promote;
 - (l) invasion or other violation of any right of privacy or publicity;
 - (j) termination of employment; or
 - (k) other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.
- (2) any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph (1) above, as a consequence thereof.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
- (2) to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

I. Taking Of Or Exercising Of Property Rights

Personal injury arising out of the taking of or exercising of the property rights of others by over flight or other operation of **aircraft**.

m. Wrong Description Of Prices

Advertising injury or **personal injury** arising out of the wrong description of the price of goods, products or services.

n. Intellectual Property Laws And Rights

Any actual or alleged **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- (1) assertion; or
- (2) Infringement or violation;

by any person or organization (including any insured) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury, or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- (1) is caused by an offense described in the definition of **advertising injury**; and
- (2) does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

COVERAGE C-MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your **aviation operations**; provided that:
 - (a) The accident took place in the **coverage territory** and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance.

We will pay reasonable expenses for

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing, and funeral services.

2. Exclusions

We will not pay expenses for **bodily injury**:

a. Any Insured

To any insured, except **volunteer workers**.

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an **employee** of any insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law,

e. Athletics Activities

To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the **Products-Completed Operations Hazard** as defined.

g. Coverage A Exclusions

Also excluded under Coverage A.

COVERAGE D-HANGARKEEPERS LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the Insured becomes legally obligated to pay as damages because of **loss to aircraft** (subject to the deductible shown in the Declarations if applicable unless such **loss** results from fire or explosion or while the **aircraft** is dismantled and being transported) occurring while such **aircraft** is in the care, custody or control of the insured for safekeeping, storage, service or repair. We will have the right and duty to defend any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **loss** and settle any claim or **suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.
- (3) When you repair damages which you have caused, we will not pay more than:
 - (a) your actual net cost for necessary material and parts of like kind and quality; and
 - (b) your actual wages for labor at current straight time rates with no premium for overtime, plus 100% of such wages as an allowance for overhead and supervision.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A, B and D.

b. This insurance applies to damages because of **loss to aircraft** only if:

- (1) The **loss** takes place in the **coverage territory**; and
- (2) The **loss** occurs during the policy period.

2. Exclusions

This insurance does not apply to:

- a.** The insured's liability under any agreement to be responsible for **loss**;
- b.** **Loss** to robes, wearing apparel, personal effects or merchandise;
- c.** **Loss** or damage to **aircraft** or parts of **aircraft**
 - (1) Owned by, leased to, rented to or loaned to the insured or partner(s) of the insured;
 - (2) Owned by, leased to, rented to or loaned to an officer or **employee** of the insured unless the property in an **aircraft** is in your custody under agreement for which a charge has been made;
- d.** **Loss** due to theft or conversion caused in any way by you, your **employees**, your partners or by your shareholders;
- e.** **Loss** to **your work** arising out of it or any part of it; or
- f.** **Loss** to **aircraft** while **in flight**.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D

1. We will pay, with respect to any claims we investigate or settle or any **suit** against an insured we defend:
 - a.** All expenses we incur.
 - b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c.** The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including actual loss of earnings up to \$250 a day because of time off from work.
 - e.** All costs taxed against the insured in the **suit**.
 - f.** Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**:

 - a.** The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend or the cost of the defense of that indemnitee has also been assumed by the insured in the same **insured contract**;
 - d.** The indemnitee:

 - (1) Agrees in writing to:

 - (a) Cooperate with us in the investigation, settlement or defense of the **suit**;
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **suit**;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:

 - (a) Obtain records and other information related to the **suit**; and
 - (b) Conduct and control the defense of the indemnitee in such **suit**.

Provided that the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2. b. (2) of Section I - Coverage A Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for **bodily injury** and **property damage** and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when

- a.** We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b.** The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for
 - (1) **Bodily injury or personal and advertising injury:**
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of your business or to your other **volunteer workers** while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) **Property Damage** to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).
 - b. Any person (other than your **employee** or **volunteer worker**) or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain control over more than 50% of voting rights, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization;
 - c. Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization;
 - d. Coverage C does not apply to medical expenses arising out of **bodily injury** that occurred before you acquired or formed the organization; and

- e. Coverage D does not apply to **loss to aircraft** before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

No person or organization is an insured with respect to the:

- a. ownership, maintenance or use of any assets; or
- b. conduct of any person or organization whose assets, business or organization;

you acquire, either directly or indirectly, for any:

- a. **Bodily injury or property damage** that occurred; or
- b. **Advertising injury or personal injury** arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of
 - a. Insureds;
 - b. Claims made or **suits** brought;
 - c. Persons or organizations making claims or bringing **suits**; or
 - d. **Aircraft** to which Coverage D applies.
2. The General Aggregate Limit is the most we will pay for the sum of
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of **bodily injury and property damage** included in the **products-completed operations hazard**.
4. Subject to 2. above, the Personal and Advertising Injury Aggregate Limit is the most we will pay under Coverage B for the sum of all damages because of all **personal and advertising injury**.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical Expenses under Coverage Cbecause of all **bodily injury and property damage** arising out of any one **occurrence**.
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.
8. The Hangarkeepers' Each Loss Limit is the most we will pay for the sum of damages under Coverage D because of any one **loss**.
9. Subject to 8. above, the Hangarkeepers' Each Aircraft Limit is the most we will pay for the sum of damages under Coverage D because of **loss** to any one **aircraft** in any one **loss**.

The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. **Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We or the **aviation managers** may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We or the **aviation managers** will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by the **aviation managers** and made a part of this policy.

4. **Duties In The Event of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we or the **aviation managers** are notified as soon as practicable of an **occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the **occurrence** or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the **occurrence** or offense.
- b. If a claim is made or **suit** is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or **suit** and the date received; and
 - (2) Notify us or the **aviation managers** as soon as practicable.

You must see to it that we or the **aviation managers** receive written notice of the claim or **suit** as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us or the **aviation managers** copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;

- (2) Authorize us or the **aviation managers** to obtain records and other information;
 - (3) Cooperate with us or the **aviation managers** in the investigation or settlement of the claim or defense against the **suit**; and
 - (4) Assist us or the **aviation managers**, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent or the consent of the **aviation managers**.

5. Examination Of Your Books And Records

We or the **aviation managers** may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports, or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged.

We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, we do not warrant that conditions

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this policy unless there has been full compliance with all policy terms.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we 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 us, the insured and the claimant or the claimant's legal representative. Service of process may be made upon the **aviation managers** on behalf of the Company. However, we do not waive our rights to commence an action in any court of competent jurisdiction or to seek a transfer to another court as permitted by law.

8. Other Insurance

If other valid and collectible insurance is available to the insured for a **loss** we cover under Coverages A, B or D of this policy, our obligations are limited as follows:

- a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **your work**;
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the **loss** arises out of the maintenance or use of **aircraft, autos, or watercraft** to the extent not subject to Exclusion g. of Section I - Coverage A Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A, B or D to defend the insured against any **suit** if any other insurer has a duty to defend the insured against that **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the **loss**, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the **loss** in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining **loss**, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **loss** remains, whichever comes first.

If any other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers. If the other insurance is written through the **aviation managers** as primary insurance, the total limit of the Company's or Companies' liability will not exceed the greatest limit on any one policy.

9. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

10. Premiums

The first Named Insured shown in the Declaration:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

11. Representations

By accepting this policy, you agree that:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We or the **aviation managers** have issued this policy in reliance upon your representations.

12. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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.

13. State Statutes

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

14. 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 provisions to which they relate.

15. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after **loss** to impair them. At our or the **aviation manager's** request, the insured will bring **suit** or transfer those rights to us and help us enforce them.

16. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. Violation Of Statute

If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanctions, including but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim shall be null and void.

18. When We Do Not Renew

If we or the **aviation managers** decide not to renew this Policy, we or the **aviation managers** will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

SECTION V – DEFINITIONS

1. **Advertisement** means an electronic, oral, written or other notice about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
2. **Advertising injury** means injury, other than **bodily injury, property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:
 - a. copyrighted **advertisement**; or
 - b. registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
3. **Aircraft** means any aircraft including engines, propellers, operating and navigating instruments and radio equipment attached to or usually attached to or carried on the aircraft, including component parts detached, and tools therein which are standard for the make and type of aircraft. The term **aircraft** excludes missiles, **spacecraft** and launch vehicles.
4. **Auto** means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.However, **auto** does not include **mobile equipment**.
5. **Aviation managers** means the Company Designee.
6. **Aviation operations** means all operations arising from the ownership, maintenance or use of locations for aviation activities, including that portion of roads or other accesses that adjoin these locations. **Aviation operations** include all operations necessary or incidental to aviation activities.
7. **Bodily injury** means physical
 - a. injury;
 - b. sickness; or
 - c. disease;sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such **loss** shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.
8. **Coverage territory** means:
 - a. The United States of America (including its territories and possessions) .
 - b. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) **Personal and advertising injury** offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a **suit** on the merits, in the territory described in a. above or in a settlement we agree to.

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

9. **Employee** includes a **leased worker**. **Employee** does not include a temporary worker.
10. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
11. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because
- a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by
 - (1) The repair, replacement, adjustment, or removal of **your product** or **your work**; or
 - (2) Your fulfilling the terms of the contract or agreement.
12. **In flight** means the time commencing with the actual take-off run of the **aircraft** until it has completed its landing roll, or if the **aircraft** is a rotorcraft, from the time the rotors start to rotate under power until they cease to rotate.
13. **Insured contract** means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your **aviation operations** (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- (4) That indemnifies any person or organization for **bodily injury** and **property damage** arising out of the manufacture of **aircraft** or **aircraft** parts by the indemnitee.

- (5) That indemnifies any person or organization for **bodily injury** and **property damage** arising out of the major alteration or repair of **aircraft** or **aircraft** parts by the indemnitee.
- (6) Which is agreed to orally by you and another party, unless the contract or agreement is required by a governmental body for you to use an airport.

14. Intellectual property law or right means any

- a. certification mark, copyright, patent or trademark (including collective or service marks);
- b. right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- c. other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- d. other judicial or statutory law concerning piracy, unfair competition or other similar practices.

15. Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. **Leased worker** does not include a temporary worker.

16. Loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an **aircraft**, watercraft, or **auto**;
- b. While it is in or on an **aircraft**, watercraft or **auto**; or
- c. While it is being moved from an **aircraft**, watercraft or **auto** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft**, watercraft or **auto**.

17. Loss means an accident resulting in direct damage to tangible property, including continuous or repeated exposure to substantially the same general harmful conditions. **Loss** includes any resulting loss of use.

18. Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent including special use vehicles designed for operation on airports; however, this shall not include passenger cars, pickup trucks, ambulances, tow trucks, buses, snow plows (except while within the confines of the aircraft operations area);
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers or similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

19. Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

20. Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- a. False arrest, false detention or other false imprisonment;
- b. Malicious prosecution;
- c. Wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- d. Electronic, oral, written or other publication of material that:
 - (1) libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 - (2) violates a person's right of privacy.

21. Personal and advertising injury means **advertising injury** and **personal injury**.

22. Products-completed operations hazard:

- a. Includes all **bodily injury** and **property damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed;
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include **bodily injury** or **property damage** arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. Property damage means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, 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.

24. Spacecraft means a spacecraft, satellite, spaceship, space station (or launch vehicle for such spacecraft) designed to travel to, in or from and operate primarily in space (including parts thereof detached **in flight).**

The term **spacecraft** excludes **aircraft** and missiles.

25. Suit means a civil proceeding in which damages because of **bodily injury, property damage or personal and advertising injury to which this insurance applies are alleged. **Suit** includes:**

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. Volunteer worker means a person who is not your **employee, who donates his or her work and acts at the direction of and within the scope of duties determined by you and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.**

27. Your product:

- a.** Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b.** Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - (2) The providing of or failure to provide warnings or instructions.
- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

28. Your work:

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- (2) The providing of or failure to provide warnings or instructions.

SECTION VI - COMMON POLICY EXCLUSIONS

ASBESTOS EXCLUSION

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

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

However, the exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion or collision or a recorded **in flight** emergency causing abnormal **aircraft** operations.

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - a. Noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - b. Pollution and contamination of any kind whatsoever,
 - c. Electrical and electromagnetic interference,
 - d. Interference with the use of property,unless caused by or resulting in a crash, fire, explosion or collision or a recorded **in flight** emergency causing abnormal **aircraft** operation.
2. With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
 - a. Claims excluded by paragraph 1 above; or
 - b. A claim or claims covered by the policy when combined with any claims excluded by paragraph 1 above (referred to below as "Combined Claims").
3. 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 the following items which may be allocated to the claims covered by the policy:
 - a. Damages awarded against the insured, and
 - b. Defense fees and expenses incurred by the insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

NUCLEAR RISKS EXCLUSION CLAUSE

1. This policy does not cover:
 - 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.
 - b. Any legal liability of whatsoever nature directly or indirectly caused by or 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.
2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1. b (2) and 1.b (3) above shall not include:
 - a. Depleted uranium and natural uranium in any form;
 - b. Radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
3. This policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect 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.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2. above shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:
 - 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;

Notwithstanding any other provisions of this policy, we will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs 1. or 2. hereof.

- b. This policy shall only apply to an incident happening during the period of this policy 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 of or damage to or loss of use of an **aircraft** caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

Emitter	Maximum Permissible level
---------	---------------------------

	of non-fixed radioactive
(IAEA Health and Safety Regulations)	surface contamination
	(Averaged over 300 cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels / cm ²
	10 ⁻⁴ microcuries / cm ²
All other alpha emitters	Not exceeding 4 Bequerels / cm ²
	10 ⁻⁴ microcuries / cm ²

- d. The cover afforded under this Clause may be cancelled at any time by the Company giving seven (7) days' notice of cancellation.

WAR, HIJACKING AND OTHER PERILS EXCLUSION CLAUSE

This policy does not cover claims caused by:

1. 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;
2. Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
3. Strikes, riots, civil commotions or labor disturbances;
4. 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;
5. Any malicious act or act of sabotage;
6. 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;
7. Hi-jacking 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.

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).

SPECIAL AIRPORT PROVISIONS EXCLUSION CLAUSE

This insurance does not apply:

1. To the conduct of any contest, exhibition, air meet, air race, air show, permitted, sponsored or participated in by any insured, or to any claims or **suits** resulting therefrom; or
2. To the ownership, maintenance, use or operation by any insured, or to any claims or **suits** resulting from:
 - a. Grandstands, bleachers or observation platforms other than observation decks or promenades which are part of permanent structures on the premises;
 - b. Swimming pools;
 - c. Lodging accommodations for the general public; or
 - d. Schools other than pilot training schools.
3. With respect to restaurants operated by you or by others trading under your name, to **bodily injury** or **property damage** arising out of:
 - a. **Your products**; or

WAR, HI-JACKING AND OTHER PERILS EXCLUSION

It is agreed that this policy shall not apply to any claim, damage, injury, loss, cost, expense, or liability of any nature whatsoever arising from, occasioned by, or in consequence of:

- (1) war, invasion, acts of foreign enemies, hostilities (whether or not war be declared), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power; or
- (2) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- (3) strikes, riots, civil commotions or labor disturbances; or
- (4) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether claim, injury, loss or damage resulting therefrom is accidental or intentional; or
- (5) any malicious act or act of sabotage; or
- (6) confiscation, nationalization, seizure, restraint, detention, appropriation, requisition by or under any government, public or local authority; or
- (7) hi-jacking or any unlawful seizure or wrongful exercise of control of an aircraft, including any attempted seizure or control, made by any person or persons on board the aircraft acting without your consent.

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____

(Authorized Representative)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

1. The insurance does not apply:
 - A. Under any Liability Coverage, to **bodily injury** or **property damage**:
 - (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the **hazardous properties** of **nuclear material** and with respect to which
 - (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
 - C. Under any Liability Coverage, to **bodily injury** or **property damage** resulting from **hazardous properties** of **nuclear material**, if:
 - (1) The **nuclear material**
 - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an insured or
 - (b) has been discharged or dispersed therefrom;
 - (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (3) The **bodily injury** or **property damage** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.
2. As used in this endorsement:

Hazardous properties include radioactive, toxic or explosive properties.

Nuclear material means **source material**, **special nuclear material** or **by-product material**.

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Waste means any **waste** material

- (a) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
- (b) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

Nuclear facility means:

- (a) Any **nuclear reactor**;
- (b) Any equipment or device designed or used for
 - i. separating the isotopes of uranium or plutonium,
 - ii. processing or utilizing **spent fuel**, or
 - iii. handling, processing or packaging **waste**;
- (c) Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property.

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

(Authorized Representative)

By _____

DATE CHANGE RECOGNITION EXCLUSION

This policy does not cover any claim, damage, injury, 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):

1. 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 you or of any third party;
 - 1) computer hardware, including microprocessors; or
 - 2) computer application software; or
 - 3) computer operation systems and related software; or
 - 4) computer networks; or
 - 5) microprocessors, computer chips, integrated circuits or other information technology equipment or systems; or
 - b. Any other products or systems and any services, data, or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph 1) a.) of this exclusion;

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

- the change of year from 1999 to 2000; or
 - any other change of year, date or time;
2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify, or test for any potential or actual problems described in paragraph 1A) of this exclusion.

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____

(Authorized Representative)

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

Date Change Recognition Exclusion AIC806 shall not apply to any sums which you shall become legally liable to pay as **damages** because of **bodily injury** or physical injury to or destruction of tangible property resulting from a covered **occurrence**.

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____
(Authorized Representative)

ASBESTOS EXCLUSION ENDORSEMENT

It is agreed that this policy does not apply to **bodily injury**, personal injury or **property damage** arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or asbestos dust or goods or products containing asbestos; or
2. The use of asbestos in constructing or manufacturing any good, product or structure; or
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

It is further agreed that the insurance afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense, claim or **suit** related to the above.

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____

(Authorized Representative)

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

1. The Policy of which this Endorsement forms part includes Endorsement AIC803 War, Hi-jacking and Other Perils Exclusion, It is hereby understood and agreed that with effect from **inception** all sub-paragraphs other than **(2)** of Endorsement AIC803 War, Hi-jacking and Other Perils Exclusion forming part of this Policy are deleted SUBJECT TO all terms and conditions of this Endorsement.
2. EXCLUSION applicable only to any cover extended in respect of the deletion of sub paragraph (1) of Endorsement AIC803 War, Hi-jacking and Other Perils Exclusion

Cover shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

3. AUTOMATIC TERMINATION

TO THE EXTENT PROVIDED BELOW, COVER EXTENDED BY THIS Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) All Cover
 - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries, namely, France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America
- (ii) Any cover extended in respect of the deletion of sub-paragraph (1) of Endorsement ACS 803 War, Hi-jacking and Other Perils Exclusion
 - upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the **insured aircraft** may be involved
- (ii) All cover in respect of any of the **insured aircraft** requisitioned for either title or use
 - upon such requisition

PROVIDED THAT if an **insured aircraft** is in the air when (i), (ii) or (iii) occurs, then the cover provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an Aircraft until completion of its first landing thereafter and any passengers have disembarked.

4. REVIEW AND CANCELLATION

- (a) Review of Premium and/or Geographical Limits (7 days)

Underwriters may give notice to review premium and/or geographical limits – such notice to become effective on the expiring of seven days from 23.59 hours GMT on the day on which notice is given

- (b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 3 (ii) above, Company may give notice of cancelled of one or more parts of the cover provided by paragraph 1 of this Endorsement by reference to sub—paragraph (3), (4), (5), (6), and/or (7) of Endorsement ACS 803 War, Hi-jacking and Other

Perils Exclusion – such notice to become effective on the expiration of forty eight hours from 23.59 hours GMT on the day on which notice is given.

(c) Cancellation (7 days)

The cover provided by this Endorsement may be cancelled by either Company or the insured giving notice to become effective on the expiration of seven days from 23.59 hours GMT on the day on which such notice is given.

(d) Notices

All notices referred to herein shall be in writing.

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____
(Authorized Representative)

This endorsement changes
the Aviation Coverage
- PLEASE READ THIS CAREFULLY -

CHANGE ENDORSEMENT

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

Company: AXA Insurance Company

Producer:

The Aviation Coverage is amended as described below:

ENDORSEMENT NO:

ENDORSEMENT TYPE:

ISSUE DATE:

New Annual Premium \$ _____

Additional Premium \$ _____

Return Premium \$ _____

(Premium shown includes \$ _____ terrorism coverage
and \$ _____ applicable state, county, and local taxes.)

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____

(Authorized Representative)

AIRPORT EXPANSION ENDORSEMENT

This Policy is amended as follows:

1. BROAD FORM INSURED

Paragraph 1. under **WHO IS AN INSURED** is amended to include:

- f. A governmental subdivision, any elective or appointive officer or a member of any board or commission or agency of yours while acting within the scope of their duties as respects your **aviation operations**.

2. ON-AIRPORT PREMISES **AUTO** COVERAGE

(A) Exclusion 2. g under **COVERAGE A** is deleted in its entirety.

Coverage provided by this Policy will:

- (a) apply on a primary basis as respects **autos** while being operated within the airport operations area (within the secured fenced area of the airport), or while responding to an aviation emergency;
- (b) apply excess of the limits provided by the following scheduled insurance as respects **autos** while being operated on airport premises but outside the airport operations area.

Schedule of underlying insurance, including any renewal thereof:

Insurance Company	Policy Number	Effective Dates	Limits
-------------------	---------------	-----------------	--------

Coverage provided by this endorsement does not apply to any obligation of the insured under a No Fault, Uninsured Motorist or Underinsured Motorist law.

(B) The definition of **Mobile Equipment** in the Policy provisions is amended as follows:

Vehicles maintained for use solely on or next to premises you own, lease or rent including special use vehicles designed for operation on airports. However, the following shall not be considered **mobile equipment**:

- (1) Passenger cars, Pickup trucks
- (2) Ambulances
- (3) Snow plows while being used outside the airport operations area
- (4) Tow trucks
- (5) Buses, Vans

3. ON-AIRPORT PREMISES WATERCRAFT COVERAGE

Exclusions 2. g. (1) and (2) under **COVERAGE A** are deleted in their entirety and replaced with the following:

- (1) A watercraft while on airport premises, or while off premises when responding to an aviation emergency
- (2) A watercraft that you do not own that is not being used to carry persons or property for a charge

4. CONTROL TOWER - CONTINGENT

Exclusion 2. f. under **COVERAGE A** is deleted in its entirety and replaced with the following:

- f. **Bodily injury** or **property damage** arising out of Air Traffic Control operations by any **insured**. This exclusion shall not apply to your liability arising out of Air Traffic Control operations conducted by the military, Federal Aviation Administration (or other civil aviation authority) or their contractor

5. BAGGAGE LIABILITY

Exclusion 2. j. under **COVERAGE A** is amended to include the following:

Paragraph (4) of this Exclusion j. does not apply to **property damage** to goods, merchandise, or baggage not owned by or rented to you while in storage, safekeeping or transit, provided you are not handling the property as bailee for hire.

6. DAMAGE TO AUTOS

Exclusion 2. j. under **COVERAGE A** is amended to include the following:

paragraph (4) of this Exclusion j. does not apply to **property damage** to an **auto** while on airport premises. However, coverage hereunder will not apply to loss or damage to **autos** owned by, leased to, rented to or loaned to your officer or employee, unless the **auto** is in your custody due to towing or for valet parking for which a charge has been made.

7. STATIC DISPLAY OF AIRCRAFT

Paragraph 1. of **SPECIAL AIRPORT PROVISIONS EXCLUSION CLAUSE** under **COMMON POLICY EXCLUSIONS** is deleted in its entirety and replaced with the following:

To the conduct of any contest, flight exhibition, air meet, air race, air show (excluding static display); permitted, sponsored or participated in by any insured; or

8. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

The definition of **bodily injury** is amended to include incidental Medical Malpractice Injury subject to the limit specified below.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render emergency medical services while on airport premises or while responding to an aircraft accident.

Coverage provided hereunder will not apply to:

- (a) Any insured (other than dedicated airport Crash, Fire, Rescue personnel) engaged in the business or occupation of providing medical services; or
- (b) Injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing medical services.

Coverage provided by this paragraph is limited to \$ _____ per **occurrence** and aggregate and is included within and not in addition to the limit provided under **COVERAGE A**.

9. DISCRIMINATION

The definition of **Personal and Advertising Injury** is amended to include:

- i. Discrimination or humiliation suffered by an individual, based on, but not limited to, race, color, religion, national origin, age, Sex, marital status, sexual orientation, harassment, handicap, pregnancy, chronic medical condition, or obesity.

The most we will pay for **Personal and Advertising Injury** coverage provided by this endorsement is:

\$ _____ per individual, and

\$ _____ annual aggregate.

Coverage hereunder is included within, and not in addition to the limit provided for under COVERAGE B of this Policy. In addition, such coverage shall include within the limit shown above all costs specified in paragraphs 1. a. - g. of **SUPPLEMENTARY PAYMENTS**.

10. CO-EMPLOYEES

Paragraph 2. a. (1) of WHO IS AN INSURED does not apply.

Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for

claims of **bodily injury** or **personal and advertising injury** arising out of:

- (i) Discrimination;
- (ii) Refusal to employ;
- (iii) Termination of employment;
- (iv) Coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation or other employment related practices, policies, acts or omissions; or
- (v) Consequential **bodily injury** or **personal and advertising injury** as a result of (i) through (iv) above.

11. KNOWLEDGE OF OCCURRENCE

Duties in the Event of Occurrence, Offense, Claim or Suit under **AVIATION GENERAL LIABILITY CONDITIONS** is amended to include:

Knowledge of an **occurrence** by an agent, servant or employee of an insured will not in itself constitute knowledge by you, unless such notice has been received by your insurance administrator.

12. YOUR INADVERTENT FAILURE TO REPORT OR FAILURE TO NOTIFY

Duties in the Event of Occurrence, Offense, Claim or Suit under **AVIATION GENERAL LIABILITY CONDITIONS** is amended to include:

— — — —

Notwithstanding any other provision(s) of this Policy, inadvertent errors or omissions and/or failure in furnishing information, notification or reports required will not prejudice the coverage afforded by this Policy provided you notify us within a reasonable time after the error has been discovered; or

The insured's rights under this Policy will not be affected if they fail to give notice of an accident or **occurrence** solely because they reasonably believed that the accident or **occurrence** was not covered under this Policy.

All other provisions of this Policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:
Policy No. _____
Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____
(Authorized Representative)

**NOISE AND POLLUTION AND
OTHER PERILS EXCLUSION CLAUSE**

This policy is amended as follows;

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence,

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
 - (a) claims excluded by paragraph 1., or
 - (b) a claim or claims covered by the policy when combined with any claims excluded by paragraph 1, (referred to below as "Combined Claims").
3. In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the policy:
 - (a) damages awarded against the Insured and
 - (b) defense fees and expenses incurred by the insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

All other provisions of this policy remain the same.

This endorsement becomes effective _____ to be attached to and hereby made a part of:

Policy No. _____

Issued to _____

By: **AXA Insurance Company**

Endorsement No. _____

Date of Issue _____

By _____
(Authorized Representative)

**Arkansas Amendatory Endorsement
Aircraft Hull & Liability**

Conditions – 10. APPRAISAL - The following sentence is added:

Any such appraisal is non-binding and voluntary.

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED

This endorsement effective:

Attached to and made part of Policy No.:

Issued to:

AXA Insurance Company

BY: _____

Authorized Representative

**Arkansas Amendatory Endorsement
Corporate Aircraft Insurance Policy**

Section Ten – Other Conditions of Insurance – A. Appraisal of Loss – The following sentence is added:

Any such appraisal is non-binding and voluntary.

ALL OTHER TERMS & CONDITIONS REMAIN UNCHANGED

This endorsement effective:

Attached to and made part of Policy No.:

Issued to:

AXA Insurance Company

BY: _____

Authorized Representative

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	05-18-2007
Comments:				
Attachments:				
	AR - Transmittal Document.pdf			
	NAIC Form Filing Schedule.pdf			
	NAIC Form Transmittal - add'l page.pdf			
Satisfied -Name:	Cover Letter	Review Status:	Approved	05-18-2007
Comments:				
Attachment:				
	Arkansas-Forms.pdf			
Satisfied -Name:	Forms Listing	Review Status:	Approved	05-18-2007
Comments:				
Attachment:				
	Forms Listing.pdf			
Satisfied -Name:	Endorsement Table	Review Status:	Approved	05-18-2007
Comments:				
Attachment:				
	Endorsement Table.pdf			

Property & Casualty Transmittal Document (Revised 1/1/06)

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
AXA Corporate Solutions	0968

4. Company Name (s)	Domicile	NAIC #	FEIN #
AXA Insurance Company	New York	33022	13-3594502

5. Company Tracking Number	AV-2007-1
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Linda Gross Assistant Vice President 17 State Street New York, NY 10004	Ass't. Vice President	(212) 658-8743	(212) 658-8780	Linda.Gross@AXA-Liabilitiesmanagers.com

7. Signature of authorized filer	<i>Linda Gross</i>
8. Please print name of authorized filer	Linda Gross

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Aircraft 22.0
10. Sub-Type of Insurance (Sub-TOI)	22.0000
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Aircraft
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: June 15, 2007 Renewal: June 15, 2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Compay's Date of Filing	May 7, 2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20. This filing transmittal is part of Company Tracking # AV-2007-1

21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Adopt ISO's Uninsured Motorists Coverage and Underinsured Motorists Coverage Selection/Rejection (Supplement to Application)

AXA Insurance Company is introducing three new policy forms, with associated endorsements, for our Aircraft program. Each policy will be used to cover a different aspect of our Aircraft program, as described below.

Aircraft Insurance Policy AIC 200 will be used for business and pleasure accounts for smaller planes flown by the owner

Corporate Aircraft Insurance Policy AIC 300 will be used for corporately owned aircraft

Aircraft Insurance Policy AIC 400 will be used for Commercial General Liability coverage of fuelers, flight schools or maintenance repair facilities.

Since these are newly developed policies and endorsements, we do not have any historic data to provide.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 11546
Amount: \$50

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



May 7, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: Aircraft
Introduction of New Programs
Policies and Endorsements
AXA Insurance Company
Company File Number: AV-2007-1

Dear Ms. Bowman:

AXA Insurance Company is introducing three new policy forms, with associated endorsements, for our Aircraft program. Each policy will be used to cover a different aspect of our Aircraft program, as described below.

Aircraft Insurance Policy AIC 200 will be used for business and pleasure accounts for smaller planes flown by the owner.

Corporate Aircraft Insurance Policy AIC 300 will be used for corporately owned aircraft.

Aircraft Insurance Policy AIC 400 will be used for Commercial General Liability coverage of fuelers, flight schools or maintenance and repair facilities.

Since these are newly developed policies and endorsements, we do not have any historic data to provide.

We would like to begin using these new policies and endorsements effective on or after June 15, 2007.

Rates and rating rules for aircraft are not required to be filed.

Honorable Julie Benafield Bowman
May 7, 2007
Page 2

In support of our filing, the following items are attached:

- NAIC Property Casualty Transmittal Document PC TD-1
- Form Filing Schedule FFS-1
- A list of the policy forms and endorsements
- A chart showing which policy form each endorsement will be used with, and other information about each endorsement
- A final print of the forms and endorsements

Very truly yours,

Linda Gross
Assistant Vice President
Tel: (212) 658-8743
FAX: (212) 658-8780
Linda.Gross@AXA-Liabilitiesmanagers.com

AXA Insurance Company

Aircraft Program

Forms Listing

AIC 200 (1/07)	Aircraft Hull and Liability Policy
AIC 300 (1/07)	Corporate Aircraft Insurance Policy
AIC 400 (1/07)	Aviation General Liability Policy
AIC 803 (1/07)	War, Hi-Jacking and Other Perils Exclusion
AIC 805 (1/07)	Nuclear Energy Liability Exclusion Endorsement
AIC 806 (1/07)	Date Change Recognition Exclusion
AIC 807 (1/07)	Date Change Recognition Exclusion Limited Write Back Provision
AIC 810 (1/07)	Asbestos Exclusion Endorsement
AIC 811 (1/07)	Extended Coverage Endorsement
AIC 812 (1/07)	Change Endorsement
AIC 450 (1/07)	Airport Expansion Endorsement
AVN 46B (1/07)	Noise and Pollution and Other Perils Exclusion Clause

AXA Insurance Company

Aircraft Program

Endorsements Associated with Each Policy

Form No.	Endorsement Title	AIC 200	AIC 300	AIC 400	Mandatory/ Optional	Restricts Coverage	Broadens Coverage	Rate Impact
AIC 803 (1/07)	War, Hi-Jacking and Other Perils Exclusion	X	X		M	Yes	No	No
AIC 805 (1/07)	Nuclear Energy Liability Exclusion Endorsement	X	X	X	M	Yes	No	No
AIC 806 (1/07)	Date Change Recognition Exclusion	X	X		M	Yes	No	No
AIC 807 (1/07)	Date Change Recognition Exclusion Limited Write Back Provision	X	X		M	No	Yes	No
AIC 810 (1/07)	Asbestos Exclusion Endorsement	X	X	X	M	Yes	No	No
AIC 811 (1/07)	Extended Coverage Endorsement	X	X		O	No	Yes	No
AIC 812 (1/07)	Change Endorsement	X	X	X	O	N/A	N/A	N/A
AIC 450 (1/07)	Airport Expansion Endorsement			X	O	No	Yes	No
AVN 46B (1/07)	Noise and Pollution and Other Perils Exclusion Clause	X	X	X	M	Yes	No	No