

SERFF Tracking Number: XLAM-125688757 State: Arkansas
 Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
 International America Insurance Company)
 Company Tracking Number: 08WD-XA-AC01-MU-AR
 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Filing at a Glance

Company: XL Insurance America, Inc. (formerly Winterthur International America Insurance Company)
 Product Name: Aviation SERFF Tr Num: XLAM-125688757 State: Arkansas
 TOI: 22.0 Aircraft SERFF Status: Closed State Tr Num: EFT \$50
 Sub-TOI: 22.0000 Aircraft Co Tr Num: 08WD-XA-AC01-MU-AR State Status: Fees verified and received
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
 Author: Trish Pollard Disposition Date: 06/25/2008
 Date Submitted: 06/13/2008 Disposition Status: Approved
 Effective Date Requested (New): 07/15/2008 Effective Date (New): 07/15/2008
 Effective Date Requested (Renewal): 07/15/2008 Effective Date (Renewal): 07/15/2008

State Filing Description:

General Information

Project Name: Aviation Commercial Aircraft (all perils) New Program Status of Filing in Domicile: Pending
 Project Number: 08WD-XA-AC01-MU-AR Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 06/25/2008 Deemer Date:
 State Status Changed: 06/13/2008
 Corresponding Filing Tracking Number:
 Filing Description:
 XL Insurance America, Inc. is hereby submitting a new Commercial Aviation Rate and Form filing for your review and approval. This is a new product for XL Insurance America, Inc. and replaces any previously filed rate or form for the Aircraft (all perils) line of business.

Our new program will encompass Aircraft Hull & Liability Insurance, Aviation Products Liability, Commercial General

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Liability Aviation Insurance, and Aviation Excess Liability Insurance . Enclosed for your review are the Forms, Rating Plan, Explanatory Memorandum and forms list.

The Policyholder Disclosure Notice Of Terrorism Insurance Coverage, In Witness Endorsement (signature page), countersignature and other company forms are included as informational since these forms are company forms and currently filed with your Department, if required

Company and Contact

Filing Contact Information

Patricia Pollard, Compliance Analyst patricia.pollard@xlai.com
 1201 N. Market Street (302) 661-7010 [Phone]
 Wilmington, DE 19801 (302) 778-4190[FAX]

Filing Company Information

XL Insurance America, Inc. (formerly Winterthur CoCode: 24554 State of Domicile: Delaware
 International America Insurance Company)
 1201 North Market street Group Code: 1285 Company Type:
 Suite 501
 Wilmington, DE 19801 Group Name: State ID Number:
 (800) 394-3909 ext. [Phone] FEIN Number: 75-6017952

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
XL Insurance America, Inc. (formerly Winterthur International America Insurance Company)	\$50.00	06/13/2008	20837427

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/25/2008	06/25/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Pilot WarrantyForm Endorsement		Trish Pollard	06/20/2008	06/20/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	XLIA-Aviation Excess Liability Insurance Policy Declarations	Approved	Yes
Form	XLIA-Aviation Excess Liability Insurance Policy Form	Approved	Yes
Form	Quota Share Endorsement	Approved	Yes
Form	Resident Agent Countersignature Endorsement	Approved	Yes
Form	Countersignature Endorsement	Approved	Yes
Form	In Witness Endorsement	Approved	Yes
Form	Commercial General Liability Aviation Declarations	Approved	Yes
Form	CGL Aviation Policy Form	Approved	Yes
Form	Additional Insured - Controlling Interest Endorsement	Approved	Yes
Form	Additional Insured - Designated Person or Organization Endorsement	Approved	Yes
Form	Additional Insured - Fuel Supplier Endorsement	Approved	Yes
Form	Additional Insured - Lessor Of Leased Equipment Endorsement	Approved	Yes
Form	Additional Insured - Managers Or Lessors Of Premises Endorsement	Approved	Yes
Form	Manufacturer As Additional Insured Endorsement	Approved	Yes
Form	Additional Insured - Volunteers Endorsement	Approved	Yes
Form	Amendment of Defintion Of Insured Contract Endorsement	Approved	Yes
Form	Amendment of Limits of Insurance Endorsement	Approved	Yes
Form	Broad Form Named Insured Endorsement	Approved	Yes
Form	Broad Form Non-Owned Aircraft Liability Endorsement	Approved	Yes

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Form	Cancellation Endorsement	Approved	Yes
Form	Cargo Liability Endorsement	Approved	Yes
Form	Contractual Liability Limitation Endorsement	Approved	Yes
Form	Control Tower Liability Endorsement	Approved	Yes
Form	Damage To Aircraft-Deductibles Endorsement	Approved	Yes
Form	Deductibles Endorsement	Approved	Yes
Form	Discrimination Coverage Endorsement	Approved	Yes
Form	Excess Liabilities Endorsement	Approved	Yes
Form	Extended Coverage Endorsement	Approved	Yes
Form	Extended Property Damage Endorsement	Approved	Yes
Form	Fellow Employee Injury Endorsement	Approved	Yes
Form	Grounding Liability Endorsement	Approved	Yes
Form	Limitation of Coverage To Designated Premises Endorsement	Approved	Yes
Form	Location Endorsement	Approved	Yes
Form	Motor Vehicle Laws Endorsement	Approved	Yes
Form	Non-Owned Aircraft Liability Endorsement	Approved	Yes
Form	Non-Owned Rotorcraft Liability Endorsement	Approved	Yes
Form	Notice of Non-Renewal Endorsement	Approved	Yes
Form	On-Premises Automobile Liability Endorsement	Approved	Yes
Form	Premises Medical Endorsement	Approved	Yes
Form	Quota Share Endorsement	Approved	Yes
Form	Spare Parts Endorsement	Approved	Yes
Form	Supplementary Payments Endorsement	Approved	Yes
Form	War, Hi-Jacking And Other Perils Limited Write-Back Endorsement	Approved	Yes
Form	Worldwide Coverage Territory Endorsement	Approved	Yes
Form	Worldwide Coverage Territory Your	Approved	Yes

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Product Or Your Work Endorsement

Form	Date Change Recognition Exclusion Endorsement	Approved	Yes
Form	Date Change Recognition Exclusion Limited Write-Back Provision Endorsement	Approved	Yes
Form	Exclusion - Advertising Injury Endorsement	Approved	Yes
Form	Exclusion - All Hazards In Connection With Designated Premises Endorsement	Approved	Yes
Form	Exclusion - Coverage C - Medical Payments Endorsement	Approved	Yes
Form	Exclusion - Designated Products Endorsement	Approved	Yes
Form	Exclusion - Designated Work Endorsement	Approved	Yes
Form	Exclusion - Fire Damage Legal Liability (Scheduled Locations) Endorsement	Approved	Yes
Form	Exclusion - Hagarkeeper's Liability (Scheduled Locations) Endorsement	Approved	Yes
Form	Exclusion - Health Care Endorsement	Approved	Yes
Form	Exclusion - Mold, Fungi And Bacteria Endorsement	Approved	Yes
Form	Exclusion - New Entities Endorsement	Approved	Yes
Form	Exclusion - Personal And Advertising Injury Endorsement	Approved	Yes
Form	Exclusion - Products & Completed Operations Hazard Endorsement	Approved	Yes
Form	Exclusion - Radioactive Contamination Endorsement	Approved	Yes
Form	Fungus Exclusion Endorsement	Approved	Yes
Form	Terrorism Risk Insurance Act of 2002, As Amended, Subject to Cap Endorsement	Approved	Yes
Form	Certified Act Of Terrorism Exclusion	Approved	Yes
Form	XL Insurance America, Inc. Policyholder Disclosure Notice of Terrorism Insurance	Approved	Yes

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Coverage Endorsement

Form	Cancellation & Nonrenewal Endorsement State of Arkansas	Approved	Yes
Form	Aircraft Hull & Liability Declarations	Approved	Yes
Form	Aircraft Hull & Liability Policy Form	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Aircraft Amendatory Endorsement	Approved	Yes
Form	Bail Bonds Amendment	Approved	Yes
Form	Cancellation Clause Amendment Endorsement	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Consequent Loss Exclusion	Approved	Yes
Form	Crew Training Endorsement	Approved	Yes
Form	Date Change Recognition Exclusion Limited Write-Back Provision Endorsement	Approved	Yes
Form	Deductible Endorsement	Approved	Yes
Form	Deferred Premium Payments Endorsement	Approved	Yes
Form	Deletion Endorsement	Approved	Yes
Form	Disappearance Amendment Endorsement	Approved	Yes
Form	Excluded Pilots Endorsement	Approved	Yes
Form	Extended Coverage Endorsement (Aviation Liabilities)	Approved	Yes
Form	Extended Coverage Endorsement War Risk for Physical Damage Coverage Extortion and Hi-Jacking Extra Expense Coverage Endorsement	Approved	Yes
Form	Extra Expense Extended Coverage Endorsement	Approved	Yes
Form	Final Adjustment Endorsement	Approved	Yes
Form	Final Premium Endorsement	Approved	Yes
Form	Knowledge of Occurrence Endorsement	Approved	Yes
Form	Lienholder's Interest Endorsement	Approved	Yes

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Form

Form	Loss Payable Endorsement	Approved	Yes
Form	Mechanic's Tools Endorsement	Approved	Yes
Form	Medical Malpractice Exclusion Endorsement	Approved	Yes
Form	Mexico Endorsement Warning Endorsement	Approved	Yes
Form	Monthly Report Billing Endorsement	Approved	Yes
Form	Named Insured Endorsement	Approved	Yes
Form	Noise and Pollution and Other Perils Exclusion Endorsement	Approved	Yes
Form	Notice of Cancellation or Non-Renewal Aviation Insurance Endorsement	Approved	Yes
Form	Notice to Policyholders Endorsement	Approved	Yes
Form	Owner/Lessor Endorsement	Approved	Yes
Form	Physical Damage Coverage Endorsement	Approved	Yes
Form (revised)	Pilot Warranty Endorsement	Approved	Yes
Form	Pilot Warranty Endorsement	Approved	Yes
Form	Polcy Period Revision Endorsement	Approved	Yes
Form	Producer Change Endorsement	Approved	Yes
Form	Profit Commission Clause Endorsement	Approved	Yes
Form	Purpose of Use Endorsement	Approved	Yes
Form	Quota Share Endorsement	Approved	Yes
Form	Registration Number Revision Endorsement	Approved	Yes
Form	Reinstatement Notice Endorsement	Approved	Yes
Form	Reporting Form Endorsement	Approved	Yes
Form	Special Equipment Endorsement	Approved	Yes
Form	Waiver of Subrogation Endorsement	Approved	Yes
Form	War, Hi-Jacking and Other Perils Exclusion Endorsement	Approved	Yes
Form	War, Hi-Jacking and Other Perils Limited Write-Back Endorsement	Approved	Yes

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Form	Terrorism Risk Insurance Act of 2002, As Amended, Subject to Cap Endorsement	Approved	Yes
Form	Certified Act of Terrorism Exclusion Endorsement	Approved	Yes
Form	Premium Amendment	Approved	Yes
Form	XL Insurance America, Inc. Policyholder Disclosure Notice Of Terrorism Insurance Coverage	Approved	Yes
Form	Policyholder Disclosure Notice Of Terrorism Insurance Coverage	Approved	Yes
Form	Notice to Policyholders - Restriction of Coverage	Approved	Yes
Form	Cancellation & Nonrenewal Endorsement - Arkansas	Approved	Yes
Form	Aviation Products Liability Coverage Declarations	Approved	Yes
Form	Aviation Products Liability Coverage Policy Form	Approved	Yes
Form	Confirmation of Insurance Endorsement	Approved	Yes
Form	Aviation Products Contractual Liability Endorsement	Approved	Yes
Form	Foreign Military Aircraft Endorsement	Approved	Yes
Form	Property Damage to Spacecraft Endorsement	Approved	Yes
Form	Manufacturer As Additional Insured Endorsement	Approved	Yes
Form	Date Change Recognition Exclusion Endorsement	Approved	Yes
Form	Date Change Recognition Exclusion Limited Write Back Provision Endorsement	Approved	Yes
Form	Noise and Pollution And Other Perils Exclusion Endorsement	Approved	Yes
Form	War, Hi-Jacking and Other Perils Exclusion Endorsement	Approved	Yes
Form	War, Hi-Jacking and Other Perils Limited	Approved	Yes

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Write-Back Endorsement

Form	Quota Share Endorsement	Approved	Yes
Form	Airport Premises Liability Hazard Insurance Endorsement	Approved	Yes
Form	Hagarkeeper's Liability Insurance Endorsement	Approved	Yes
Form	Personal Injury Liability Insurance Endorsement	Approved	Yes
Form	Terrorism Risk Insurance Act of 2002, As Amended, Subject to Cap Endorsement	Approved	Yes
Form	Certified Acts of Terrorism Exclusion	Approved	Yes
Form	XL Insurance America, Inc. Policyholder Disclosure Notice of Terrorism Insurance Coverage	Approved	Yes
Form	Cancellation and Nonrenwal Endorsement - Arkansas	Approved	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 06/20/2008

Comments:
 Form AHA 428 attached

Changed Items:
Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Pilot Warranty Endorsement	AHA 428	04 08	Endorsement/Amendment/Conditions	New			0	AHA 428 04 08.pdf

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	XLIA-Aviation Excess Liability Insurance Policy Declarations	XLIA-AUA 001	0508	Declaration New s/Schedule		0.00	XLIA AUA 001 05 08 .pdf
Approved	XLIA-Aviation Excess Liability Insurance Policy Form	XLIA-AUA 050	0508	Policy/CoveNew rage Form		0.00	XLIA AUA 050 05 08.pdf
Approved	Quota Share Endorsement	AUA 400	0508	Endorseme New nt/Amendm ent/Condi tions		0.00	AUA 400 05 08.pdf
Approved	Resident Agent Countersignature Endorsement	IL 09 17 11 85	11 85	Endorseme New nt/Amendm ent/Condi tions		0.00	IL0917N5.pdf
Approved	Countersignature Endorsement	IXI 400	09 06	Endorseme New nt/Amendm ent/Condi tions		0.00	IXI 400 0906.pdf
Approved	In Witness Endorsement	IL MP 9104	0906	XLIA Endorseme New nt/Amendm ent/Condi tions		0.00	IL MP 9104 0906 XLIA.pdf
Approved	Commercial General Liability Aviation Declarations	AGA 000	0408	Declaration New s/Schedule		0.00	XLIA - AGA 000 0408_DEC.pdf
Approved	CGL Aviation Policy Form	AGA 050	0508	Policy/CoveNew rage Form		0.00	XLIA - AGA 050 0508.pdf
Approved	Additional Insured -	AGA 400	0408	Endorseme New nt/Amendm		0.00	AGA 400 0408.pdf

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	Controlling Interest Endorsement			ent/Condi tions		
Approved	Additional Insured - Designated Person or Organization Endorsement	AGA 401	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 401 0408.pdf
Approved	Additional Insured - Fuel Supplier Endorsement	AGA 402	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 402 0408.pdf
Approved	Additional Insured - Lessor Of Leased Equipment Endorsement	AGA 403	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 403 0408.pdf
Approved	Additional Insured - Managers Or Lessors Of Premises Endorsement	AGA 404	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 404 0408.pdf
Approved	Manufacturer As Additional Insured Endorsement	AGA 405	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 405 0408.pdf
Approved	Additional Insured - Volunteers Endorsement	AGA 406	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 406 0408.pdf
Approved	Amendment of Defintion Of Insured Contract Endorsement	AGA 408	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 408 0408.pdf
Approved	Amendment of	AGA 409	0408	Endorseme nt/Amendm ent/Condi tions	0.00	AGA 409

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Approval	Description	Policy No.	Code	Endorsement	Amount	Attachment
	Limits of Insurance Endorsement			nt/Amendment/Conditions		0408.pdf
Approved	Broad Form Named Insured Endorsement	AGA 410	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 410 0408.pdf
Approved	Broad Form Non-Owned Aircraft Liability Endorsement	AGA 411	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 411 0408.pdf
Approved	Cancellation Endorsement	AGA 412	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 412 0408.pdf
Approved	Cargo Liability Endorsement	AGA 413	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 413 0408.pdf
Approved	Contractual Liability Limitation Endorsement	AGA 414	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 414 0408.pdf
Approved	Control Tower Liability Endorsement	AGA 415	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 415 0408.pdf
Approved	Damage To Aircraft-Deductibles Endorsement	AGA 416	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 416 0408.pdf
Approved	Deductibles Endorsement	AGA 417	0408	Endorsement New nt/Amendment/Conditions	0.00	AGA 417 0408.pdf
Approved	Discrimination Coverage	AGA 418	0408	Endorsement New nt/Amendment	0.00	AGA 418 0408.pdf

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Endorsement	ent/Condi ons					
Approved Excess Liabilities AGA 419 0408 Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 419 0408.pdf
Approved Extended AGA 420 0408 Coverage Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 420 0408.pdf
Approved Extended AGA 421 0408 Property Damage Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 421 0408.pdf
Approved Fellow Employee AGA 422 0408 Injury Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 422 0408.pdf
Approved Grounding AGA 423 0408 Liability Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 423 0408.pdf
Approved Limitation of AGA 424 0408 Coverage To Designated Premises Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 424 0408.pdf
Approved Location AGA 425 0408 Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 425 0408.pdf
Approved Motor Vehicle AGA 426 0408 Laws Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00				AGA 426 0408.pdf
Approved Non-Owned AGA 427 0408 Aircraft Liability	Endorseme New nt/Amendm	0.00				AGA 427 0408.pdf

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Endorsement	ent/Condi tions
Approved Non-Owned Rotorcraft Liability Endorsement	AGA 428 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 428 0408.pdf
Approved Notice of Non-Renewal Endorsement	AGA 429 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 429 0408.pdf
Approved On-Premises Automobile Liability Endorsement	AGA 430 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 430 0408.pdf
Approved Premises Medical Endorsement	AGA 431 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 431 0408.pdf
Approved Quota Share Endorsement	AGA 432 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 432 0408.pdf
Approved Spare Parts Endorsement	AGA 433 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 433 0408.pdf
Approved Supplementary Payments Endorsement	AGA 434 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 434 0408.pdf
Approved War, Hi-Jacking And Other Perils Limited Write-Back Endorsement	AGA 435 0408 Endorsement New nt/Amendment/Condi tions 0.00 AGA 435 0408.pdf
Approved Worldwide Coverage	AGA 436 0408 Endorsement New nt/Amendment 0.00 AGA 436 0408.pdf

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	Territory			ent/Condi		
Approved	Worldwide Coverage Territory Your Product Or Your Work	AGA 437	0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 437 0408.pdf
Approved	Date Change Recognition Exclusion Endorsement	AGA 600	0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 600 0408.pdf
Approved	Date Change Recognition Exclusion Limited Write-Back Provision Endorsement	AGA 601	0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 601 0408.pdf
Approved	Exclusion - Advertising Injury Endorsement	AGA 602	0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 602 0408.pdf
Approved	Exclusion - All Hazards In Connection With Designated Premises Endorsement	AGA 603	0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 603 0408.pdf
Approved	Exclusion - Coverage C - Medical Payments Endorsement	AGA 604	0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 604 0408.pdf
Approved	Exclusion - Designated Products Endorsement	AGA 605	0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 605 0408.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas
 Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
 International America Insurance Company)
 Company Tracking Number: 08WD-XA-AC01-MU-AR
 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Approved	Exclusion - Designated Work Endorsement	AGA 606 0408	Endorsement/Amendment/Conditions	0.00	AGA 606 0408.pdf
Approved	Exclusion - Fire Damage Legal Liability (Scheduled Locations) Endorsement	AGA 608 0408	Endorsement/Amendment/Conditions	0.00	AGA 608 0408.pdf
Approved	Exclusion - Hagarkeeper's Liability (Scheduled Locations) Endorsement	AGA 609 0408	Endorsement/Amendment/Conditions	0.00	AGA 609 0408.pdf
Approved	Exclusion - Health Care Endorsement	AGA 610 0408	Endorsement/Amendment/Conditions	0.00	AGA 610 0408.pdf
Approved	Exclusion - Mold, Fungi And Bacteria Endorsement	AGA 611 0408	Endorsement/Amendment/Conditions	0.00	AGA 611 0408.pdf
Approved	Exclusion - New Entities Endorsement	AGA 612 0408	Endorsement/Amendment/Conditions	0.00	AGA 612 0408.pdf
Approved	Exclusion - Personal And Advertising Injury Endorsement	AGA 613 0408	Endorsement/Amendment/Conditions	0.00	AGA 613 0408.pdf
Approved	Exclusion - Products & Completed Operations Hazard	AGA 614 0408	Endorsement/Amendment/Conditions	0.00	AGA 614 0408.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas
 Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
 International America Insurance Company)
 Company Tracking Number: 08WD-XA-AC01-MU-AR
 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Endorsement

Approved	Exclusion - Radioactive Contamination Endorsement	AGA 615 0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 615 0408.pdf
Approved	Fungus Exclusion Endorsement	AGA 616 0408	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 616 0408.pdf
Approved	Terrorism Risk Insurance Act of 2002, As Amended, Subject to Cap Endorsement	AGA 900 1207	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 900 1207.pdf
Approved	Certified Act Of Terrorism Exclusion	AGA 901 1207	Endorseme New nt/Amendm ent/Condi ons	0.00	AGA 901 1207.pdf
Approved	XL Insurance America, Inc. Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement	PN 166 12 07 T	Endorseme New nt/Amendm ent/Condi ons	0.00	PN 166 12 07.pdf
Approved	Cancellation & Nonrenewal Endorsement State of Arkansas	AGA 100- AR 04 08	Endorseme New nt/Amendm ent/Condi ons		AGA 100-AR 0408.pdf
Approved	Aircraft Hull & Liability Declarations	XLIA - AHA 000 04 08	Declaration New s/Schedule	0.00	XLIA - AHA 000 04 08_Dec.pdf
Approved	Aircraft Hull & Liability Policy Form	XLIA - AHA 050 05 08	Other New	0.00	XLIA - AHA 050 05 08.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas

Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
International America Insurance Company)

Company Tracking Number: 08WD-XA-AC01-MU-AR

TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft

Product Name: Aviation

Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Approved	Additional Insured Endorsement	AHA 400	04 08	Endorsement/Amendment/Conditions	0.00	AHA 400 04 08.pdf
Approved	Aircraft Amending Endorsement	AHA 401	04 08	Endorsement/Amendment/Conditions	0.00	AHA 401 04 08.pdf
Approved	Bail Bonds Amendment	AHA 403	04 08	Endorsement/Amendment/Conditions	0.00	AHA 403 04 08_r.pdf
Approved	Cancellation Clause Amendment Endorsement	AHA 404	04 08	Endorsement/Amendment/Conditions	0.00	AHA 404 04 08.pdf
Approved	Cancellation Endorsement	AHA 405	04 08	Endorsement/Amendment/Conditions	0.00	AHA 405 04 08.pdf
Approved	Consequent Loss Exclusion	AHA 600	04 08	Endorsement/Amendment/Conditions	0.00	AHA 600 04 08.pdf
Approved	Crew Training Endorsement	AHA 406	04 08	Endorsement/Amendment/Conditions	0.00	AHA 406 04 08.pdf
Approved	Date Change Recognition Exclusion Limited Write-Back Provision Endorsement	AHA 407	04 08	Endorsement/Amendment/Conditions	0.00	AHA 407 04 08.pdf
Approved	Deductible Endorsement	AHA 408	04 08	Endorsement/Amendment/Conditions	0.00	AHA 408 04 08.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas
 Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
 International America Insurance Company)
 Company Tracking Number: 08WD-XA-AC01-MU-AR
 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

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Approved	Deferred Premium Payments Endorsement	AHA 409	04 08	Endorsement/Amendment/Conditions	0.00	AHA 409 04 08_r.pdf
Approved	Deletion Endorsement	AHA 410	04 08	Endorsement/Amendment/Conditions	0.00	AHA 410 04 08.pdf
Approved	Disappearance Amendment Endorsement	AHA 411	04 08	Endorsement/Amendment/Conditions	0.00	AHA 411 04 08.pdf
Approved	Excluded Pilots Endorsement	AHA 602	04 08	Endorsement/Amendment/Conditions	0.00	AHA 602 04 08.pdf
Approved	Extended Coverage Endorsement (Aviation Liabilities)	AHA 412	04 08	Endorsement/Amendment/Conditions	0.00	AHA 412 04 08.pdf
Approved	Extended Coverage Endorsement War Risk for Physical Damage Coverage Extortion and Hijacking Extra Expense Coverage Endorsement	AHA 413	04 08	Endorsement/Amendment/Conditions	0.00	AHA 413 04 08.pdf
Approved	Extra Expense Extended Coverage Endorsement	AHA 414	04 08	Endorsement/Amendment/Conditions	0.00	AHA 414 04 08.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas

Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
International America Insurance Company)

Company Tracking Number: 08WD-XA-AC01-MU-AR

TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft

Product Name: Aviation

Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Approved	Final Adjustment Endorsement	AHA 415	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 415 04 08.pdf
Approved	Final Premium Endorsement	AHA 416	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 416 04 08.pdf
Approved	Knowledge of Occurrence Endorsement	AHA 417	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 417 04 08_r.pdf
Approved	Lienholder's Interest Endorsement	AHA 418	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 418 04 08.pdf
Approved	Loss Payable Endorsement	AHA 419	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 419 04 08.pdf
Approved	Mechanic's Tools Endorsement	AHA 420	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 420 04 08.pdf
Approved	Medical Malpractice Exclusion Endorsement	AHA 603	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 603 04 08.pdf
Approved	Mexico Endorsement Warning Endorsement	AHA 421	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 421 04 08.pdf
Approved	Monthly Report Billing Endorsement	AHA 422	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00	AHA 422 04 08.pdf
Approved	Named Insured	AHA 423	04 08	Endorseme New	0.00	AHA 423 04

SERFF Tracking Number: XLAM-125688757 State: Arkansas
 Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
 International America Insurance Company)
 Company Tracking Number: 08WD-XA-AC01-MU-AR
 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

	Endorsement			nt/Amendm ent/Condi tions			08.pdf
Approved	Noise and Pollution and Other Perils Exclusion Endorsement	AHA 604	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00		AHA 604 04 08.pdf
Approved	Notice of Cancellation or Non-Renewal Aviation Insurance Endorsement	AHA 424	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00		AHA 424 04 08.pdf
Approved	Notice to Policyholders Endorsement	AHA 425	04 08	Other New	0.00		AHA 425 04 08.pdf
Approved	Owner/Lessor Endorsement	AHA 426	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00		AHA 426 04 08.pdf
Approved	Physical Damage Coverage Endorsement	AHA 427	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00		AHA 427 04 08.pdf
Approved	Pilot Warranty Endorsement	AHA 428	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00		AHA 428 04 08.pdf
Approved	Polcy Period Revision Endorsement	AHA 429	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00		AHA 429 04 08.pdf
Approved	Producer Change Endorsement	AHA 431	04 08	Endorseme New nt/Amendm ent/Condi tions	0.00		AHA 431 04 08.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas

Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
International America Insurance Company)

Company Tracking Number: 08WD-XA-AC01-MU-AR

TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft

Product Name: Aviation

Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Approved	Profit Commission Clause Endorsement	AHA 432	04 08	Endorsement/Amendment/Conditions	0.00	AHA 432 04 08.pdf
Approved	Purpose of Use Endorsement	AHA 433	04 08	Endorsement/Amendment/Conditions	0.00	AHA 433 04 08.pdf
Approved	Quota Share Endorsement	AHA 434	04 08	Endorsement/Amendment/Conditions	0.00	AHA 434 04 08.pdf
Approved	Registration Number Revision Endorsement	AHA 435	04 08	Endorsement/Amendment/Conditions	0.00	AHA 435 04 08.pdf
Approved	Reinstatement Notice Endorsement	AHA 436	04 08	Endorsement/Amendment/Conditions	0.00	AHA 436 04 08.pdf
Approved	Reporting Form Endorsement	AHA 437	04 08	Endorsement/Amendment/Conditions	0.00	AHA 437 04 08.pdf
Approved	Special Equipment Endorsement	AHA 438	04 08	Endorsement/Amendment/Conditions	0.00	AHA 438 04 08.pdf
Approved	Waiver of Subrogation Endorsement	AHA 439	04 08	Endorsement/Amendment/Conditions	0.00	AHA 439 04 08.pdf
Approved	War, Hi-Jacking and Other Perils Exclusion Endorsement	AHA 605	04 08	Endorsement/Amendment/Conditions	0.00	AHA 605 04 08.pdf
Approved	War, Hi-Jacking	AHA 440	04 08	Endorsement/Amendment/Conditions	0.00	AHA 440 04 08.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas
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 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Approval	Description	Policy No	Effective Date	Document Type	Amount	Attachment
	and Other Perils Limited Write- Back Endorsement			nt/Amendm ent/Condi ons		08.pdf
Approved	Terrorism Risk Insurance Act of 2002, As Amended, Subject to Cap Endorsement	AHA 902	12 07	Endorseme New nt/Amendm ent/Condi ons	0.00	AHA 902 12 07.pdf
Approved	Certified Act of Terrorism Exclusion Endorsement	AHA 903	12 07	Endorseme New nt/Amendm ent/Condi ons	0.00	AHA 903 12 07.pdf
Approved	Premium Amendment	AHA 430	04 08	Endorseme New nt/Amendm ent/Condi ons	0.00	AHA 430 04 08.pdf
Approved	XL Insurance America, Inc. Policyholder Disclosure Notice Of Terrorism Insurance Coverage	PN 162	12 07 T	Disclosure/ New Notice	0.00	PN 162 12 07 T.pdf
Approved	Policyholder Disclosure Notice Of Terrorism Insurance Coverage	PN 165	12 07 T	Disclosure/ New Notice	0.00	PN 165 12 07 T.pdf
Approved	Notice to Policyholders - Restriction of Coverage	NTA 002	05 08	Disclosure/ New Notice	0.00	NTA 002 0508.pdf
Approved	Cancellation & Nonrenewal Endorsement -	AHA 100- AR	04 08	Endorseme New nt/Amendm ent/Condi		AHA 100-AR 04 08.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas
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 International America Insurance Company)
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 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

	Arkansas		ons		
Approved	Aviation Products XLIA-APA 0408 Liability Coverage000 Declarations		Declaration New s/Schedule	0.00	XLIA - APA 000 04 08.pdf
Approved	Aviation Products XLIA-APA 0508 Liability Coverage050 Policy Form		Policy/CoveNew rage Form	0.00	XLIA - APA 050 05 08.pdf
Approved	Confirmation of APA 400 0408 Insurance Endorsement		Endorseme New nt/Amendm ent/Condi ons	0.00	APA 400 04 08 _2_.pdf
Approved	Aviation Products APA 401 0408 Contractual Liability Endorsement		Endorseme New nt/Amendm ent/Condi ons	0.00	APA 401 04 08.pdf
Approved	Foreign Military APA 402 0408 Aircraft Endorsement		Endorseme New nt/Amendm ent/Condi ons	0.00	APA 402 04 08.pdf
Approved	Property Damage APA 403 0408 to Spacecraft Endorsement		Endorseme New nt/Amendm ent/Condi ons	0.00	APA 403 04 08.pdf
Approved	Manufacturer As APA 404 0408 Additional Insured Endorsement		Endorseme New nt/Amendm ent/Condi ons	0.00	APA 404 04 08.pdf
Approved	Date Change APA 600 0408 Recognition Exclusion Endorsement		Endorseme New nt/Amendm ent/Condi ons	0.00	APA 600 04 08 _2_.pdf
Approved	Date Change APA 405 0408 Recognition Exclusion Limited Write Back Provision Endorsement		Endorseme New nt/Amendm ent/Condi ons	0.00	APA 405 04 08.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas
 Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
 International America Insurance Company)
 Company Tracking Number: 08WD-XA-AC01-MU-AR
 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Approved	Noise and Pollution And Other Perils Exclusion Endorsement	APA 601	0408	Endorsement/Amendment/Conditions	New	0.00	APA 601 0408.pdf
Approved	War, Hi-Jacking and Other Perils Exclusion Endorsement	APA 602	0408	Endorsement/Amendment/Conditions	New	0.00	APA 602 0408.pdf
Approved	War, Hi-Jacking and Other Perils Limited Write-Back Endorsement	APA 406	0408	Endorsement/Amendment/Conditions	New	0.00	APA 406 0408.pdf
Approved	Quota Share Endorsement	APA 407	0408	Endorsement/Amendment/Conditions	New	0.00	APA 407 0408.pdf
Approved	Airport Premises Liability Hazard Insurance Endorsement	APA 408	0408	Endorsement/Amendment/Conditions	New	0.00	APA 408 0408.pdf
Approved	Hagarkeeper's Liability Insurance Endorsement	APA 409	0408	Endorsement/Amendment/Conditions	New	0.00	APA 409 0408.pdf
Approved	Personal Injury Liability Insurance Endorsement	APA 410	0408	Endorsement/Amendment/Conditions	New	0.00	APA 410 0408.pdf
Approved	Terrorism Risk Insurance Act of 2002, As Amended, Subject to Cap Endorsement	APA 900	1207	Endorsement/Amendment/Conditions	New	0.00	APA 900 1207.pdf
Approved	Certified Acts of	APA 901	1207	Endorsement/Amendment/Conditions	New	0.00	APA 901 1207.pdf

SERFF Tracking Number: XLAM-125688757 State: Arkansas
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 TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
 Product Name: Aviation
 Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

	Terrorism Exclusion			nt/Amendm ent/Condi tions		07.pdf
Approved	XL Insurance America, Inc. Policyholder Disclosure Notice of Terrorism Insurance Coverage	PN 164	12 07 T	Endorseme nt/Amendm ent/Condi tions	0.00	PN 164 12 07 T.pdf
Approved	Cancellation and Nonrenwal Endorsement - Arkansas	APA 100- AR	04 08	Endorseme nt/Amendm ent/Condi tions		APA 100-AR 04 08.pdf



XL INSURANCE AMERICA, INC.

ADMINISTRATIVE OFFICE
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
(800) 688-1840

HOME OFFICE
1201 North Market Street
Suite 501
Wilmington, DE 19801
(800) 688-1840

**AVIATION EXCESS LIABILITY INSURANCE POLICY
DECLARATIONS**

Policy Number:
Renewal of:

In consideration of the payment of the premium, and in reliance upon the statements in the Declarations, Items 1 – 9 below, and subject to the Limits of Liability, attachment points, exclusions, conditions and other terms of this Policy (including any and all endorsements), XL Insurance America, Inc. (the "Company") agrees with the **Named Insured** as listed in Item 1 below as follows:

1: **Named Insured:**
Address:
City/State/Zip:

2: Policy Period:

From: _____ To: _____
12:01 A.M. standard time at the **Named Insured's** mailing address shown above.

3: Coverage: Aviation Excess Liability Insurance

4: Limits of Liability: US \$ Per Occurrence
US \$ Annual Aggregate

5: Total **Underlying Limits** of Liability \$

6: **Schedule** of Other **Underlying Policies:**
(not including **Followed Policy**)

	Company	Policy Number	Coverage	Policy Period	Limits of Liability
a.					
b.					
c.					
d.					

7: **Followed Policy:**

Company:
Policy Number:
Coverage:
Policy Period:
Limits of Liability:
Self-Insured Retention:

8: Premium: \$
Surcharges: \$
Total amount due at inception of this Policy: \$

9: Endorsements attached to this Policy:

Endorsement Number	Endorsement Form	Endorsement Title

Broker Name:
Address:
City/State/Zip:

XL INSURANCE AMERICA, INC.

Aviation Excess Liability Insurance Policy

I. INSURING AGREEMENT

This Policy shall provide the **Insured** with Aviation Excess Liability Insurance Coverage in accordance with the same warranties, terms, conditions, definitions, exclusions and limitations as are contained in the **Followed Policy** as of the inception date of this Policy, except as otherwise provided herein. Except where the context otherwise requires, any references to the insurer or the policy itself in the **Followed Policy** shall be deemed to be references to the Company or this Policy, respectively, for the purpose of the Aviation Excess Liability Coverage afforded hereunder, and any similar conforming changes shall be made as required.

II. LIMIT OF LIABILITY

- A. The Limits of Liability in Item 4 of the Declarations shall apply for any covered **Loss** and attach to this Policy only after the full amounts of the **Underlying Limits** and any self-insured retention or deductible have been paid; and shall be the maximum amount that the Company will pay under this Policy with respect to all covered **Loss**.

Notwithstanding the foregoing, if any **Underlying Policy** shown in the **Schedule** attached hereto has a limit of liability:

1. greater than the amount shown in such **Schedule**, then this Policy will apply in excess of such greater amount; or
 2. less than the amount shown in such **Schedule**, then this Policy will apply in excess of the amount shown in such **Schedule**.
- B. This Policy shall pay **Loss** only in excess of the **Underlying Limits** and only by reason of the exhaustion by actual payment of Loss of the **Underlying Limits**, and shall not drop down or make any payment (notwithstanding anything to the contrary in any **Underlying Policy**) for any other reason including, but not limited to, uncollectibility (in whole or in part) of any **Underlying Limits**, or cancellation or lapse of any **Underlying Policy**. The risk of uncollectibility of such **Underlying Limits** (in whole or in part) whether due to financial impairment or insolvency of the **Insured**, or the issuer of an **Underlying Policy**, or for any other reason, is expressly retained by the **Insured** and is not in any way or under any circumstances insured or assumed by the Company.
- C. Notwithstanding anything to the contrary, if any **Underlying Policy** excludes or otherwise does not cover a **Loss** (for reasons other than the exhaustion of the **Underlying Limits**), then this Policy will not provide coverage for such **Loss**. This Policy will not provide coverage that is broader than coverage provided in any **Underlying Policy**. If any **Underlying Policy** contains a stated sublimit of liability with respect to any coverage which is less than the Limit of Liability for that coverage set forth in the **Schedule**, this Policy shall not apply to any **Loss** encompassed thereby, except as otherwise provided by written endorsement to this Policy.

III. DEFINITIONS

- A. **Claim** and **Occurrence** shall have the same meanings as such terms or equivalent terms in the **Followed Policy**.
- B. **Followed Policy** means the insurance policy set forth in Item 7 of the Declarations.

- C. **Insured** means each entity or person which is insured under the **Followed Policy** in the same capacity for which insurance is afforded therein and includes the **Named Insured**.
- D. **Loss** shall have the same meaning as such term or equivalent term in the **Followed Policy**, or, if not defined therein, shall mean the total sum which the **Insured** shall become obligated to pay on account of liability which is covered under the **Followed Policy**.
- E. **Named Insured** means the person(s) or organization(s) shown in Item 1 of the Declarations.
- F. **Schedule** means the Schedule of Other **Underlying Policies** set forth in Item 6 of the Declarations.
- G. **Underlying Policy** means any policy set forth in Item 6 of the Declarations, including but not limited to the **Followed Policy** set forth in Item 7 of the Declarations.
- H. **Underlying Limits** means the Limits of Liability as set forth in Item 5 of the Declarations, plus self-insured retentions or deductibles applicable to the **Followed Policy**.

IV. UNDERLYING INSURANCE

- A. This Policy is subject to the same representations and warranties as are contained in the Application for any **Underlying Policy**, and the same terms, definitions, conditions, exclusions and limitations as are contained in the **Followed Policy** (except as regards the premium, the Limits of Liability, the Policy Period and except as otherwise provided herein). In no event shall this Policy grant broader coverage than would be provided by any **Underlying Policy**.
- B. It is a condition of this Policy that each **Underlying Policy** shall be maintained in full effect with solvent insurers during the Policy Period except for any reduction or exhaustion of the aggregate limits contained therein by reason of **Loss** paid thereunder. If any **Underlying Policy** is not so maintained, then the Company shall not be liable under this Policy to a greater extent than it would have been had such **Underlying Policy** been so maintained.
- C. If during the Policy Period or any discovery period, if applicable, the terms, definitions, conditions, exclusions or limitations of any **Underlying Policy** are changed in any manner, the **Insured** shall provide the Company written notice of the full particulars thereof as soon as practicable, but in no event later than thirty (30) days following the effective date of such changes, and such change shall not be effective with respect to this Policy without the Company's written consent. This Policy shall become subject to any such changes upon the effective date of the changes in the **Underlying Policy**, provided that the **Insured** shall pay any additional premium reasonably required by the Company for such changes.
- D. The **Insured** shall provide the Company as soon as practicable with written notice and the full particulars of (i) the exhaustion of the aggregate limit of liability of any **Underlying Policy**, (ii) any **Underlying Policy** not being maintained in full effect during the Policy Period, or (iii) any insurer issuing any **Underlying Policy** becoming subject to receivership, liquidation, dissolution, rehabilitation or similar proceeding or being taken over by any regulatory authority.

- E. The **Insured** warrants that the **Underlying Limits**, where applicable, as shown in Item 5. of the Declarations shall be unimpaired as of the effective date of this Policy. In the event of non-concurrent policy periods between this Policy and the **Underlying Policy**, only covered events taking place during the Policy Period of this Policy shall be considered in determining the extent of any erosion of exhaustion of the underlying aggregate limits, and the **Insured** shall retain any resulting gap.

V. REPORTING, DEFENSE, SETTLEMENT AND COOPERATION

- A. As a condition precedent to the obligations of the Company under this Policy, the **Insured** must see to it that the Company is notified as soon as practicable of any **Loss** that may result in a claim or Suit under this Policy. The **Insured** shall also provide other claim information or reports as reasonably requested by the Company from time to time.
- B. No costs, charges or expense shall be incurred, nor payments made, obligations assumed or remediation commenced without the Company's prior written consent which shall not be unreasonably withheld.
- C. The **Insured** shall not do or omit to do anything which may prejudice the Company's rights under the Policy. If the Company recommends a settlement of a claim:
1. for an amount within any remaining amount of the **Underlying Limits** and the **Insured** refuses such settlement, the Company shall not be liable for any **Loss** in excess of the recommended settlement, or
 2. for a total amount in excess of the **Underlying Limits** and the **Insured** refuses such settlement, the Company's liability for **Loss** shall be limited to that portion of the recommended settlement and the costs, charges and expenses as of the **Insured's** refusal which exceed the **Underlying Limit**.
- D. Until the **Underlying Limits** have been exhausted, the Company shall have the right, but not the duty to defend the **Insured** against any covered **Claim**, and shall be given the opportunity to effectively associate with the **Insured** at the Company's expense in the investigation, settlement or defense of any **Claim**, lawsuit, or legal, equitable, administrative or any other proceeding affecting the rights of the **Insured**. In the event the **Underlying Limits** have been exhausted, the Company shall have the right and the duty to defend any **Claim**. If the Company exercises such right or assumes such obligation, the Company shall not be obligated to defend any **Claim** after the applicable Limits of Liability of this Policy have been exhausted.

VI. GENERAL CONDITIONS

- A. Notwithstanding any statement to the contrary in this Policy, if the **Insured** elects a discovery period or similar extension as set forth in the **Followed Policy** upon cancellation or non-renewal of the **Followed Policy** or any **Underlying Policy**, the Company shall not be obligated to follow such extension.
- B. All recoveries or payments recovered or received subsequent to a **Loss** settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the **Insured** and the Company, provided always that the foregoing shall not affect the time when the **Loss** under this Policy shall be payable.

- C. All notices by the **Insured** under this Policy shall be given as provided for in the **Followed Policy** and shall be sent to the Company under this Policy to the address below or any substitute address as provided by the Company:

XL Aerospace
Attention: Claims Department
200 Liberty Street
One World Financial Center
New York, NY 10291

- D. Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Company from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Company, except as provided by endorsement to this Policy signed by the Company or its authorized representative.
- E. The **Named Insured**, listed in Item 1 of the Declarations, shall be responsible for and act on behalf of all **Insureds** with respect to the payment of any premiums and determination and receipt of payments of **Loss** due under this Policy, as well as to any notice of cancellation.
- F. Cancellation provisions of this Policy shall follow the cancellation provisions of the **Followed Policy**, including cancellation for non-payment of the premium as set forth in Item 8 of the Declarations, except as provided by written endorsement to this Policy

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

QUOTA SHARE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION EXCESS LIABILITY INSURANCE POLICY

This Policy is amended as follows:

In consideration of the payment of premium, in reliance upon the statements made in the Declarations of this Policy, and subject to all the terms and conditions and Insuring Agreements and endorsements of this Policy including the Limits of Liability, the Company agrees with the **Named Insured** that this Policy only insures _____% pro rata proportion of 100% of this insurance policy.

It is warranted by the **Named Insured** that during the term of this Policy the **Named Insured** shall maintain in full force and effect other policies of insurance on the identical subject matter and in the identical manner as this Policy for the remaining _____% described herein.

The Declarations, Insuring Agreements, and approved endorsements attached hereto embody all the agreements existing between the **Insured** and the Company in relation to this insurance.

The terms of this Policy shall not be waived or changed except by specific endorsement to this Policy which is signed by the Company; nor shall notice to any agent, or knowledge possessed by any agent or by any person be held to effect a waiver or change in any part of this Policy.

All other provisions of this Policy remain the same.

RESIDENT AGENT COUNTERSIGNATURE ENDORSEMENT

Policy Number: _____

Company: _____

Named Insured: _____

State

Premium

The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

Date of Countersignature _____
(month, day and year)

Licensed Resident Agent

COUNTERSIGNATURE ENDORSEMENT

Policy Number: _____

Company: _____

Named Insured: _____

State

Premium

The signature shown on this endorsement complies with the countersignature laws and regulations of the State shown.

Date of Countersignature _____
(month, day and year)

Licensed Producer

IN WITNESS ENDORSEMENT

XL INSURANCE AMERICA, INC.

ADMINISTRATIVE OFFICE: SEAVIEW HOUSE
70 SEAVIEW AVENUE
STAMFORD, CT 06902-6040

STATUTORY HOME OFFICE: 1201 NORTH MARKET STREET
SUITE 501
WILMINGTON, DE 19801

It is hereby agreed and understood that the following In Witness Clause supercedes any and all other In Witness clauses in this policy.

All other provisions remain unchanged.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Dennis P. Kane
President



Kenneth P. Meagher
Secretary



XL INSURANCE AMERICA, INC.

ADMINISTRATIVE OFFICE
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
(800) 688-1840

HOME OFFICE
1201 North Market Street
Suite 501
Wilmington, DE 19801
(800) 688-1840

**Commercial General Liability Aviation Insurance Policy
Declarations**

This section of the Policy and any endorsements attached hereto completes this Commercial General Liability Aviation Insurance Policy, issued by the Company as indicated above (hereinafter called the Company).

In consideration of the payment of the Premium and subject to the terms and conditions hereinafter set forth, the Company agrees to provide insurance as follows:

Policy Number: _____
Previous Policy Number: _____

ITEM 1. Named Insured: _____
Address: _____
City, State, Zip: _____

ITEM 2. Policy Period:
From: _____ To: _____
At 12:01 A.M. standard time at the mailing address shown above.

ITEM 3. Limits of Liability:	
General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$ _____
Products-Completed Operations Aggregate Limit	\$ _____
Personal Injury & Advertising Injury Aggregate Limit	\$ _____
Each Occurrence Limit	\$ _____
Fire Damage Limit (Any One Fire)	\$ _____
Medical Expense Limit (Any One Person)	\$ _____
Hangarkeepers' Each Loss Limit	\$ _____

XL INSURANCE AMERICA INC.

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

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

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 type 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 any **Suit** seeking those damages. 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 end when we have used up the applicable Limit of Insurance in the payment of judgements or settlements under Coverage 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** – Coverage 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**; and

(2) The **Bodily Injury** or **Property Damage** occurs during the Policy Period.

(c) Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.

2. Exclusions

This insurance does not apply to:

- (a) **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the Insured. This exclusion (a) does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.
- (b) **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 (b) does not apply to liability for damages:
 - (1) 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; or
 - (2) That the Insured would have in the absence of the contract or agreement.
- (c) **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 (c) applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- (d) Any obligation of the Insured under a Worker's Compensation, disability benefits or unemployment compensation law or any similar law.
- (e) **Bodily Injury** to:
 - (1) An employee of the Insured arising out of and in the course of employment by the Insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (e) (1) above.

This exclusion (e) applies:

- (i) Whether the Insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion (e) does not apply to liability assumed by the Insured under any **Insured Contract**.

- (f) **Bodily Injury** or **Property Damage** arising out of Air Traffic Control operations on the ground or in the air.

- (g) **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 leased, 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 (g) does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
 - (2) A watercraft you do not own that is:
 - (i) Less than 26 feet long; and
 - (ii) 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 leased, rented or loaned to you or the Insured;
 - (4) Liability assumed under any **Insured Contract** for the ownership, maintenance or use of watercraft;
 - (5) **Bodily Injury** or **Property Damage** arising out of the operation of any of the equipment listed in paragraph (f) (1) or (f) (2) of the definition of **Mobile Equipment** (Section V. Definitions, Item. 13).
- (h) **Bodily Injury** or **Property Damage** arising out of:
- (1) The transportation of **Mobile Equipment** by an **Auto** owned and operated by or leased, rented or loaned to any Insured; or
 - (2) The use of **Mobile Equipment** in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.
- (i) **Property Damage** arising out of the appropriation of property or property rights by governmental power.
- (j) **Property Damage** to:
- (1) Property you own, lease, rent or occupy;
 - (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 the real property on which you or any contractor or subcontractor 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.

Paragraph (2) of this exclusion (j) 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 (j) do not apply to liability assumed under a sidetrack agreement. Paragraph (6) of this exclusion (j) does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

- (k) **Property Damage** to **Your Product** arising out of it or any part of it.
- (l) **Property Damage** to **Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion (l) 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) **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 (m) 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) 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) **Bodily Injury** arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
- (4) Consequential **Bodily Injury** as a result of (1) through (3) above.

This exclusion (o) applies whether you may be held liable as an employer or in any other capacity to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

Exclusions (c) through (o) do not apply to **Property Damage** by fire to premises rented or leased to you. A separate limit of insurance applies to this coverage as described in **Section III – LIMITS OF INSURANCE**.

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 Injury** or **Advertising Injury** to which this insurance applies resulting from your **Aviation Operations**. We will have the right and duty to defend any **Suit** seeking those damages. We may at our discretion investigate any **Occurrence** or 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 judgement 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:

- (1) **Personal Injury** caused by an offense arising out of your **Aviation Operations**, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) **Advertising Injury** caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the **Coverage Territory** during the Policy Period.

2. Exclusions

This insurance does not apply to:

(a) **Personal Injury** or **Advertising Injury**:

- (1) Arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured; or
- (4) For which the Insured has assumed liability in a contract or agreement. This exclusion (4) does not apply to liability for damages that the Insured would have in the absence of the contract agreement.
- (5) Arising out of:
 - (i) Refusal to employ;

- (ii) Termination of employment;
 - (iii) Coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or
 - (iv) Consequential **Personal Injury** as a result of (i) through (iii) above.
- (6) Arising out of the taking of or exercising of the property rights of others by overflight or other operation **Aircraft**.
- (b) **Advertising Injury** arising out of:
 - (1) Breach of contract other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or performance;
 - (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by an Insured whose business is advertising, broadcasting, publishing or telecasting.

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, lease, or rent;
 - (2) On ways next to premises you own, lease or rent; or
 - (3) Because of your **Aviation Operations**; provided that:
 - (i) The accident takes place in the **Coverage Territory** and during the Policy Period;
 - (ii) The expenses are incurred and reported to us within one (1) year of the date of the accident; and
 - (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonable 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 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) To any Insured.
- (b) To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
- (c) To a person injured on that part of the premises you own, lease or rent that the person normally occupies.
- (d) 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 similar law.
- (e) To a person injured while taking part in athletics.
- (f) Included within the **Products-Completed Operations Hazard**.
- (g) 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. 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 the 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 judgements or settlements under Coverage D.
- (3) When you repair damages which you have caused we will not pay more than:
 - (i) your actual net cost for necessary material and parts of like kind and quality; and
 - (ii) 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 of 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) To **Loss** or damage to **Aircraft** or parts of any **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 is an **Aircraft** in your custody under an 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.
- (f) **Loss** to **Aircraft** while **In Flight**.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

We will pay, with respect to any claim or **Suit** we defend:

- 1. All expenses we incur.
- 2. Up to **\$1,000** 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.
- 3. The cost of bonds to release attachments, but only for the bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. 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 \$100 a day because of time off from work.
- 5. All costs taxed against the Insured in the **Suit**.
- 6. Pre-judgement interest awarded against the Insured on that part of the judgement we pay. If we make an offer to pay the applicable Limit of Insurance we will not pay any pre-judgement interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

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) An organization other than a partnership or joint venture, you are 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.
2. Each of the following is also an Insured:
 - (a) Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an Insured for:
 - (1) **Bodily Injury** or **Personal Injury** to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such **Bodily Injury** or **Personal Injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
 - (2) **Bodily Injury** or **Personal Injury** arising out of his or her providing or failing to provide professional health care services; or
 - (3) **Property Damage** to property owned or occupied by or leased or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
 - (b) Any person (other than your employee), 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 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 policy.
3. With respect to **Mobile Equipment** registered in your name under any motor vehicle registration law, any person is an Insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an Insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Insured with respect to:
 - (a) **Bodily Injury** to a co-employee of the person driving the equipment; or

- (b) **Property Damage** to property owned by, rented to, leased to, in the charge of, or occupied by you or the employer of any person who is an Insured under this provision.
4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, 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 Injury** or **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.
 - (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 or joint venture that is not shown as a Named Insured in the Declarations.

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) Damages under Coverage A, except damages because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard**;
 - (b) Damages under Coverage B; and
 - (c) Medical expenses under Coverage C.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because **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 Injury** and all **Advertising Injury** sustained by any one person or organization.

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 Fire Damage Limit is the most we will pay under Coverage A for damages because of **Property Damage** to premises rented or leased to you arising out of any one fire.
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 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 – POLICY 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 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 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 return 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 us and made a part of this policy.

4. **Duties in the Event of Occurrence, Loss, Claim or Suit.**

- (a) You must see to it that we are notified promptly of an **Occurrence** which may result in a claim. Notice should include:
 - (1) How, when and where the **Occurrence** took place; and
 - (2) The names and addresses of any injured persons and witnesses.
- (b) If a claim is made or **Suit** is brought against any Insured, you must see to it that we receive prompt written notice of the claim or **Suit**.
- (c) You and any other involved Insured must:
 - (1) Immediately send us copies of any demands, notice, summonses or legal papers received in connection with the claim or **Suit**;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or **Suit**; and
 - (4) Assist us 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 the insurance may also apply.
- (d) No Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than the first aid, without our consent.

5. **Examination of Your Books and Records**

We 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 (3) years afterward.

6. **Inspection and Surveys**

We have the right but are not obligated to:

- (a) Make inspections and surveys at any time;
- (b) Give you reports on the conditions we find; and
- (c) Recommend changes.

Any inspections, surveys, reports or recommendations 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 and healthful; or
- (2) Comply with laws, regulations, codes or standards.

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

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 damages from an Insured; or
- (b) To sue on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement 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 on behalf of the Company. However, we do not waive our right 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

- (1) This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **Your Work**;
 - (ii) That is Fire Insurance for premises rented to you;
 - (iii) If the **Loss** arises out of the maintenance of use of **Aircraft, Autos** or watercraft to the extent not subject to Exclusion (g) of Coverage A (Section I); or

- (iv) If the **Loss** is included within the **Products-Completed Operations Hazard**.
 - (2) When this insurance is excess, we will have no duty under Coverage A, B or D to defend any claim or **Suit** that any other insurer has a duty to defend. 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.
 - (3) 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:
 - (i) The total amount that all such other insurance would pay for the **Loss** in the absence of this insurance; and
 - (ii) The total of all deductible and self insured amounts under all other insurance.
 - (4) We will share the remaining **Loss**, if any, with 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 of the 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.

9. **Premiums**

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

10. **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. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return excess premium paid.
- (c) The first Named Insured must keep records of the information we need for premium computation and send us copies of those records at such times as we may request.

11. **Representations**

By accepting this policy, you agree:

- (a) The statements in the Declarations are accurate and complete;

- (b) Those statements are based upon representations you made to us; and
- (c) We 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 policy to the first Named Insured, this insurance applies:

- (a) As if each Named Insured were the only Named Insured; and
- (b) Separately to each Insured against whom claim is made or **Suit** is brought.

13. **State Statutes**

If the terms of this policy are in conflict with or inconsistent with the statutes of any state where this 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 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 the 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. **When We Do Not Renew**

If we decide not to renew this coverage, we 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.

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

SECTION V – DEFINITIONS

1. **Advertising Injury** means injury arising out of one or more of the following offenses:

- (a) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- (b) Oral or written publication of material that violates a person's right of privacy;
 - (c) Misappropriation of advertising ideas or style of doing business; or
 - (d) Infringement of copyright, title or slogan.
2. **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 not replaced by other similar parts, and tools therein which are standard for the make and type of aircraft. The term aircraft excludes missiles, **Spacecraft** and launch vehicles.
3. **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.
4. **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.
5. **Bodily Injury** means bodily injury, sickness, mental anguish or disease sustained by a person, including death resulting from any of these at any time.
6. **Coverage Territory** means:
- (a) The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - (b) International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 6 (a) above; or
 - (c) All parts of the world if:
 - (1) The injury or damage arises out of:
 - (i) **Your Product** or **Your Work** made, sold or performed in the territory described in 6 (a) above; or
 - (ii) The activities of a person whose home is in the territory described in 6 (a) above, but who is away for a short time on your business; and
 - (2) The Insured's responsibility to pay damages is determined in a **Suit** on the merits, in the territory described in 6 (a) above or in a settlement we agree to.
7. **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.
8. **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.
9. **Insured Contract**
 - (a) means:
 - (1) A lease of premises;
 - (2) A sidetrack agreement;
 - (3) Any easement or license agreement except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - (4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - (5) An elevator maintenance agreement; or
 - (6) 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.

An Insured Contract

- (b) does not include that part of any contract or agreement:
 - (1) That indemnifies any person or organization 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, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damages arising out of:
 - (i) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (ii) 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 injury or damage arising out of the Insured's rendering or failing to render professional services, including those listed in (b) (2) above and supervisory, inspection or engineering services; or
 - (4) That indemnifies any person or organization for damage by fire to premises rented or loaned to you; or

- (5) That indemnifies any person or organization for **Bodily Injury** and **Property Damage** arising out of the manufacture of **Aircraft** or **Aircraft** parts; or
 - (6) That indemnifies any person or organization for **Bodily Injury** or **Property Damage** arising out of any major alteration or repair of an **Aircraft** or **Aircraft** parts; or
 - (7) 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.
10. **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**.
11. **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.
12. **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, lease, or rent including special use vehicles designed for operation on airports;
 - (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 drill; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - (e) Vehicles not described in 12 (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 service equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - (f) Vehicles not described in 12 (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:
 - (i) Road maintenance, but not construction or resurfacing; or
 - (ii) Street cleaning.
 - (2) Cherry pickers and 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 service equipment.
13. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
- (a) False arrest, detention or imprisonment;
 - (b) Malicious prosecution;
 - (c) The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - (d) Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (e) Oral or written publication of material that violates a person's right of privacy; or
 - (f) Misdirection of a person to an **Aircraft** or other conveyance.
15. **Products-Completed Operations Hazard**
- (a) Includes all **Bodily Injury** and **Property Damage** occurring away from premises you own, lease, or rent 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.
 - (b) **Your Work** will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When the 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.

- (c) This hazard 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 created by the **Loading** or **Unloading** of it;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

17. **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 shall be deemed to occur at the time of the **Occurrence** that caused it.

18. **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**). Term spacecraft excludes the **Aircraft** and missiles.

19. **Suit** means a civil proceeding in which such damages because of **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury** to which this insurance applies are alleged.

Suit includes:

- (a) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- (b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

20. **Your Product**

(a) means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed by:
 - (i) You;
 - (ii) Others trading under your name; or
 - (iii) 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 and products.

Your Product

(a) 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.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

20. **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 operation.

Your Work

(a) 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

1. **Noise, Pollution and Other Perils Exclusion Clause**

This insurance does not apply to any liability, including liability arising out of or assumed under contract, or any injury, **Loss** or damage, including **Bodily Injury**, fear of **Bodily Injury**, damage or fear of damage, **Personal Injury**, **Advertising Injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, **Property Damage** or any **Loss**, cost or expense, loss of use including Grounding, or any other claim, cost or expense whatsoever, directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving:

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

- (d) Interference with the use of property.

For purposes of this Exclusion:

- (1) "Pollution or contamination" means any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration, disposal or the mere presence of "pollutants or contaminants" in any form.
- (2) "Pollutants or contaminants" means any pollutant, contaminant or irritant, including, without limitation, any solid, liquid, gaseous or thermal pollutant, contaminant or irritant, or any air emission, smoke, vapor, soot, fume, acid, alkali, chemical, or nuclear material alleged to be possible or probable carcinogenic, odor, oil or other petroleum product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for human consumption), or "waste" of any kind whatsoever, including solid "waste," "waste" water, "waste" oil, infectious medical "waste", and human, animal or vegetable "waste".
- (3) "Waste" means any waste including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the "waste".

With respect to any provision in this policy concerning our duty to investigate or defend claims, such provision shall not apply and we shall not be required to defend claims excluded by paragraph 1.

This exclusion shall not apply to any claim for **Bodily Injury** or **Property Damage** that results from a crash, fire, explosion or collision of **Completed Aircraft**, or results from a recorded **In-Flight** emergency causing abnormal aircraft operation of **Completed Aircraft**. For purposes of this subsection, **Completed Aircraft** means an **Aircraft** completely assembled and capable of motion under its own power.

2. **Asbestos Exclusion**

This insurance does not apply to:

- (a) Any "injury, damage, loss or expense" based upon or arising out of the actual or alleged existence, presence, inhalation, absorption or ingestion of, or contact with, exposure to or use of "asbestos", including but not limited to the following:
 - (1) The installation, storage or handling of "asbestos";
 - (2) The manufacture, distribution, sale, application, mining, consumption, or disposal of "asbestos" or goods, products or materials containing "asbestos";
 - (3) The removal, abatement, containment, treatment, transportation or disposal of "asbestos";
 - (4) The presence or alleged presence of "asbestos" in any structures, manufacturing processes, products or materials, or in any media including the air, soil or groundwater; or

- (5) Any directions, supervision, instructions, recommendations, warnings or advice given or which should have been given with respect to “asbestos”.
- (b) Any **Loss**, cost or expense arising out of any:
- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “asbestos”; or
 - (2) Claim or “suit” by or on behalf of a governmental entity or others for damages because of testing for, monitoring, cleaning up removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of “asbestos”.

This exclusion applies regardless of whether the insured or others manufactured, distributed, sold, installed, or in any way handled, used, stored or controlled the “asbestos” and regardless of whether the alleged or actual presence of “asbestos” contributed concurrently or in any sequence to any “injury, damage, loss or expense”.

For purposes of this Exclusion:

- (1) “Asbestos” means any form of the mineral known as asbestos or any form of impure magnesium silicate, including but not limited to any material, waste, equipment, device or product containing asbestos, or any dust or particles containing asbestos, whether or not the asbestos is friable and whether or not the asbestos is in or on any structure or in the air, soil, or groundwater or in any other media.
- (2) “Injury, damage, loss or expense” means any injury, damage, **Loss** or expense covered under this policy, and includes but is not limited to **Bodily Injury**, **Property Damage**, **Personal and Advertising Injury**, medical expenses or any other coverages as may be defined under this policy or any applicable endorsement.

This exclusion does not apply to any “injury, damage, loss or expense” otherwise covered by this policy caused by exposure to “asbestos” resulting from a crash, fire, explosion or collision, or a recorded **In-Flight** emergency causing abnormal aircraft operations.

3. **Nuclear Energy Liability Exclusion Clause**

This insurance does not apply to:

- (a) **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) Expenses incurred under Medical Payments coverage with respect to **Bodily Injury** resulting from the “hazardous properties” of “nuclear material” and arising out of operation of a “nuclear facility” by any person or organization.
- (c) **Bodily Injury** or **Property Damage** resulting from the “hazardous properties” of “nuclear material”, if:
 - (1) The “nuclear material” (i) is at any “nuclear facility” owned by, or operated by or on behalf of, and insured or (ii) 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.

As used in **COMMON POLICY EXCLUSION 3. Nuclear Energy Liability:**

“Hazardous properties” includes 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 solely with respect to this exclusion 3., any waste material (i) 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 (ii) 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 (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing “spent fuel”, or (3) 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.

4. **Special Airport Provisions Exclusion Clause**

This insurance does not apply:

- (a) To the conduct of any contest, exhibition, air meet, air race, air show, permitted, sponsored or participated in, by any Insured; or
- (b) To the ownership, maintenance, use or operation, by any Insured of;
 - (1) Grandstands, bleachers or observation platforms other than observation decks or promenades which are part of permanent structures on the premises;
 - (2) Swimming pools;
 - (3) Lodging accommodations for the general public; or
 - (4) Schools other than pilot training schools.
- (c) With respect to restaurants operated by you or by others trading under your name, to **Bodily Injury** or **Property Damage** arising out of:
 - (1) **Your Products**; or
 - (2) Reliance upon a representation or warranty made with respect thereto if the **Bodily Injury** or **Property Damage** occurs after physical possession of such products has been relinquished to others.
- (d) To that portion of any **Loss** arising out of the ownership, maintenance or use of **Aircraft** or **Autos** with respect to which the Insured has other valid and collectible insurance, whether primary or excess.

5. **War and Other Perils Exclusion Clause**

This insurance does not apply with respect to **Bodily Injury** or **Property Damage** due to:

- (a) War, invasion, acts of foreign enemies, hostilities (whether or not war be declared), civil war, rebellion, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- (b) 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;
- (c) Strikes, riots, civil commotions or labor disturbances;
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether claim, injury, **Loss** or damage resulting therefrom is accidental or intentional;

- (e) Any malicious act or act of sabotage;
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition by or under government (whether civil, military or de facto), public or local authority; or
- (g) Hijacking or any unlawful seizure or wrongful exercise of control of an **Aircraft** or crew, including any attempted seizure or control, made by any person or persons acting without consent of the Insured.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

Name of Person or Organization:

1. **SECTION II – WHO IS AN INSURED** is amended to include as an Insured the person(s) or organization(s) shown in the Schedule above, but only with respect to their liability arising out of:
 - A) Their financial control of you; or
 - B) Premises they own, maintain or control while you lease or occupy these premises.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an additional premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

Name of Person or Organization:

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person or organization shown in the Schedule above, but only with respect to liability arising out of your **Aviation Operations**. In addition, notwithstanding any provision in the policy to the contrary, the Company waives its rights of subrogation against Additional Insured. This waiver shall not affect any of the insured's own rights under this contract. The coverage provided under this Endorsement shall be considered primary and non-contributory from any other insurance available to the Additional Insured or to the certificate holder.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – FUEL SUPPLIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that the following is added as Additional Insured, but only with respect to **Bodily Injury** and **Property Damage** and only for claims arising out of the operations of the Named Insured in connection with the Named Insured's **Aircraft** Fueling Operations and not arising out of the quality or condition of the Additional Insured's aviation fuel, and only to the extent and scope of insurance coverages afforded to the **Named Insured**. However, nothing in this agreement shall prejudice our right of recourse against the Additional Insured as manufacturers, repairers, suppliers or servicing agents where such rights of recourse would have existed had this agreement not been effected.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

Name of Person or Organization:

SECTION II – WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule above, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any **Occurrence** that takes place after the equipment lease expires;
2. To **Bodily Injury** or **Property Damage** arising out of the sole negligence of the person or organization shown in the above Schedule.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

1. Designation of Premises (Part Leased to You):
2. Name of Person or Organization (Additional Insured):

SECTION II – WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organizations(s) shown in the Schedule above, but only with respect to liability arising out of your **Aviation Operations** or the maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following exclusions:

This insurance does not apply to:

1. Any **Occurrence** which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction and demolition operations performed by or for the person(s) or organization(s) shown in the above Schedule.
3. **Bodily Injury** arising out of the Additional Insured's providing or failing to provide professional health care services.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUFACTURER AS ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that the following is added as an Additional Insured, but only with respect to **Bodily Injury** and **Property Damage** and only for claims arising out of the operations of the Named Insured, and only to the extent and scope of coverages afforded to the Named Insured. However, nothing in this agreement shall prejudice our right of recourse against the Additional Insured as manufacturers, repairers, suppliers or servicing agents where such rights of recourse would have existed had this agreement not been effected.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

SECTION II – WHO IS AN INSURED is amended to include as an Additional Insured the persons who are volunteers, but only while acting at the direction of, and within the scope of their duties for you. However, no volunteer(s) are Insureds for:

1. **Bodily injury or Personal injury:**
 - a. To co-volunteers or your employees arising out of and in the course of their duties for you; or
 - b. To you or, if you are a partnership or joint venture, any partner or member; or
 - c. Arising out of his or her providing or failing to provide professional health care services.
2. **Property Damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:
 - a. A co-volunteer or your employee; or
 - b. You or, if you are a partnership or joint venture, any partner or member.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DEFINITION OF INSURED CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is agreed that the definition of **Insured Contract**, Item 9 of **SECTION V - DEFINITIONS**, is amended as follows:

Paragraph (b) (5) is hereby deleted in its entirety but only as respects contracts or agreements submitted to us for approval within thirty (30) days of the execution of those contracts or agreements.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

This endorsement provides the coverages shown below:

The Limits of Insurance shown in the Declarations are replaced by the Limits designated in the Schedule as follows:

SCHEDULE

LIMITS OF INSURANCE	LIMIT	PREMIUM
General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$ _____	As Endorsed
Products-Completed Operation Aggregate Limit	\$ _____	As Endorsed
Personal Injury & Advertising Injury Aggregate Limit	\$ _____	As Endorsed
Each Occurrence Limit	As Endorsed	As Endorsed
Fire Damage Limit (Any One Fire)	As Endorsed	As Endorsed
Medical Expenses Limit (Any One Person)	As Endorsed	As Endorsed
Hangarkeepers' Each Loss Limit	As Endorsed	As Endorsed
Hangarkeepers' Each Aircraft Limit	As Endorsed	
Hangarkeepers' Deductible Each Occurrence	As Endorsed	

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE COVERAGE

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

Named Insured:

The Named Insured shown in Item 1 of the Declarations includes the Named Insureds shown in the Schedule above and any entity that a Named Insured owns a majority interest in or any other entity that a Named Insured owns an interest in and is responsible for obtaining property and casualty insurance for.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM NON-OWNED AIRCRAFT LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. Exclusion (g) of **COVERAGE A** does not apply to **Aircraft** used by or on behalf of the Insured, which are not:
 - a. owned in whole or in part by or registered in the name of the Insured;
 - b. leased by the Insured for a period in excess of thirty (30) days unless such lease is reported to us and an additional premium is paid if we require one; or
 - c. **Aircraft** having in excess of _____ passenger seats.
2. Exclusions (j) (3) and (j) (4) of **COVERAGE A** do not apply to **Aircraft** used by or on behalf of the Insured subject to a maximum limit of _____.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is agreed that Item 2 (b) of **SECTION IV - POLICY CONDITIONS** is amended to read as follows:

- (b) We 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 non-payment of premium; or
 2. _____ days before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARGO LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. In consideration of an Additional Premium of \$_____, it is understood and agreed that the **Property Damage** provided by the policy is extended and the Company agrees to pay on behalf of the Named Insured those sums which the Named Insured shall become legally liable to pay for direct physical damage or loss from external cause to cargo, caused by an **Occurrence**, and while **Loading** or **Unloading** from **Aircraft**.

2. LIMIT OF INSURANCE \$_____ EACH **OCCURRENCE**.

The Limits of Insurance under this endorsement are included within the Policy Limits of Insurance applicable to **Property Damage** Liability and are not in addition thereto.

3. DEDUCTIBLE AMOUNT - The Insured shall bear the first \$_____ of each claim, but not to exceed \$_____ each **Occurrence**.

4. The insurance afforded under this endorsement shall be secondary to and excess over any other valid and collectible insurance available to the insured.

5. EXCLUSIONS

In addition to the exclusions appearing in the policy to which this endorsement is attached (including those exclusions applicable to all the Liability coverages), this endorsement does not insure any liability for:

- (a) loss of use, loss of market, delay, inherent vice, extremes of temperature or pressure, or deterioration.
- (b) **Loss**, damage or expense caused by or resulting from infidelity or dishonesty of any person in the employment or service of the Insured.
- (c) **Loss** in excess of the actual cost of reproducing or replacing destroyed or damaged manuscripts, notes, securities, accounts, bills, deeds, or any other valuable papers.
- (d) property owned by the Insured.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

Contracts:

Definition 9. **Insured Contract** of **SECTION V – DEFINITIONS** is deleted and replaced by the following:

Insured Contract means any written:

- a) Lease of premises;
- b) Easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad;
- c) Indemnification of a municipality as required by ordinance, except in connection with work for the municipality;
- d) Sidetrack agreement or any easement of license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- e) Elevator maintenance agreement; or
- f) Contract(s) shown in the Schedule.

An **Insured Contract** does not include that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to you.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTROL TOWER LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

Exclusion (f) of **SECTION I COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and does not apply to Coverage A or Coverage C of the policy.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAMAGE TO AIRCRAFT – DEDUCTIBLES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

This endorsement modifies insurance provided under Coverages A and D.

SCHEDULE

Coverage A

Amount and Basis of Deductible

Property Damage Liability	\$ _____	per claim
		as respects jet-and turbine-powered
	\$ _____	Aircraft
	\$ _____	per Occurrence

Coverage D

Hangarkeepers' Liability	\$ _____	per Aircraft
		as respects jet-and turbine-powered
	\$ _____	Aircraft
	\$ _____	per Loss

Coverage A and D

\$ _____ annual aggregate

Application of Deductible

1. Our obligation under Coverage A or D to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above as applicable to such coverages, and the Limits of Insurance applicable to each **Occurrence** or **Loss** for such coverages will be reduced by the amount of such Deductible. "Aggregate" limits, if any, for such coverages shall not be reduced by the application of such Deductible amount. For the purpose of determining the Deductible, we will exclude all supplementary payments made by us or by you at our request in our calculation of damages.
2. The Deductible amounts stated in the Schedule above apply as follows:
 - I. Under Coverage A:

- A. Per Claim Basis – if the Deductible is on a "per claims" basis, the Deductible amount applies:

Under Coverage A to all damages because of **Property Damage to Aircraft** sustained by any one **Aircraft** as the result of any one **Occurrence**.
 - B. Per **Occurrence** Basis – if the Deductible is on a "per **Occurrence**" basis, the Deductible amount applies:

Under **Coverage A** to all damages because of **Property Damage to Aircraft** as the result of any one **Occurrence** regardless of the number of **Aircraft** that sustain damages because of that **Occurrence**.
- II. Under Coverage D:
- A. Per **Aircraft** Basis – if the deductible is on a "per **Aircraft**" basis, the Deductible amount applies to all damages to any one **Aircraft** that is damaged as the result of any one **Loss**.
 - B. Per **Loss** Basis – if the Deductible is on a "per **Loss**" basis, the Deductible amount applies to all damages as the result of any one **Loss** regardless of the number of **Aircraft** that sustain damage because of that **Loss**.
3. Regardless of the number of **Occurrences**, claims, **Suits**, offenses or **Losses** that occur in any one annual Policy Period, you will not be required to pay any Deductible in excess of the amount shown in the Schedule above as "Annual Aggregate" for **Occurrences**, claims, offenses or **Losses** occurring during that annual Policy Period.
4. The terms of this insurance, including those with respect to:
- I. Our right and duty to defend any **Suits** seeking those damages; and
 - II. Your duties in the event of an **Occurrence**, **Loss**, claim or **Suit** apply irrespective of the application of the Deductible amount.
5. We may pay any part or the entire Deductible amount to effect settlement of any claim or **Suit** and, upon notification of the action taken, you shall promptly reimburse us for any Deductible amount paid by us.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

This endorsement modifies insurance provided under Coverages A, B and D.

SCHEDULE

Coverage A

Amount and Basis of Deductible

Bodily Injury Liability

\$ _____ per claim
\$ _____ per **Occurrence**

Property Damage Liability

\$ _____ per claim
as respects jet-and turbine-powered
Aircraft
\$ _____ per **Occurrence**

Bodily Injury Liability and **Property**
Damage Liability

\$ _____ per claim
\$ _____ **per Occurrence**

Coverage B

Personal and **Advertising Injury** Liability

\$ _____ per claim
\$ _____ per offense

Coverage D

Hangarkeepers' Liability

\$ _____ per **Aircraft**
as respects jet-and turbine-powered
Aircraft
\$ _____ per **Loss**

Coverages A, B and D

\$ _____ annual aggregate

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Application of Deductible

1. Our obligation under Coverage A, B or D to pay damages on your behalf applies only to the amount of damages in excess of any Deductible amounts stated in the Schedule above as applicable to such coverages, and the Limits of Insurance applicable to each **Occurrence**, **Loss** or offense for such coverages will be reduced by the amount of such Deductible. "Aggregate" Limits, if any, for such coverages shall not be reduced by the application of such Deductible amount. For the purpose of determining the Deductible, we will exclude all supplementary payments made by us or by you at our request in our calculation of damages.
2. The Deductible amounts stated in the Schedule above apply as follows:
 - I. Under Coverage A:
 - A. Per Claim Basis – if the Deductible is on a "per claims" basis, the Deductible amount applies:
 1. Under the **Bodily Injury** Liability or **Property Damage** Liability Coverage, respectively:
 - a. To all damages because of **Bodily Injury** sustained by any one person; or
 - b. To all damages because of **Property Damage** sustained by any one person or organization,
as the result of any one **Occurrence**.
 2. Under **Bodily Injury** Liability and **Property Damage** Liability Coverage Combined to all damages because of **Bodily Injury** and **Property Damage** sustained by any one person or organization as the result of any one **Occurrence**.
 - B. Per **Occurrence** Basis – if the deductible is on a "per **Occurrence**" basis, the deductible amount applies:
 1. Under the **Bodily Injury** Liability or **Property Damage** Liability Coverage, respectively:
 - a. To all damages because of **Bodily Injury** as the result of any one **Occurrence**; or
 - b. To all damages because of **Property Damage** as the result of any one **Occurrence**,
regardless of the number of persons or organizations who sustain damages because of that **Occurrence**.
 2. Under **Bodily Injury** Liability and **Property Damage** Liability Coverage Combined to all damages because of **Bodily Injury** and **Property Damage** as the result of any one **Occurrence** regardless of the number of persons or organizations that sustain damages because of that **Occurrence**.
 - II. Under Coverage B:
 - A. Per Claim Basis – if the Deductible is on a "per claim" basis, the Deductible amount applies:

1. Under the **Personal** and **Advertising Injury**, respectively:
 - a. To all damages because of **Personal Injury** sustained by any one person or organization; or
 - b. To all damages because of **Advertising Injury** sustained by any one person or organization,as the result of any one offense.

B. Per Offense Basis – if the Deductible is on a "per offense" basis, the Deductible amount applies:

1. Under the **Personal** and **Advertising Injury**, respectively:
 - a. To all damages because of **Personal Injury** as the result of any one offense; or
 - b. To all damages because of **Advertising Injury** as the result of any one offense,regardless of the number of persons or organizations that sustain damages because of that offense.

III. Under Coverage D:

- A. Per **Aircraft** Basis – if the deductible is on a "per **Aircraft**" basis, the deductible amount applies to all damages to any one **Aircraft** that is damaged as the result of any one **Loss**.
- B. Per **Loss** Basis – if the deductible is on a "per **Loss**" basis, the deductible amount applies to all damages as the result of any one **Loss** regardless of the number of **Aircraft** that sustain damage because of that **Loss**.

3. Regardless of the number of **Occurrences**, claims, **Suits**, offenses or **Losses** that occur in any one annual Policy Period, you will not be required to pay any Deductible in excess of the amount shown in the Schedule above as "annual aggregate" for **Occurrences**, claims, offenses or **Losses** occurring during that annual Policy Period.
4. The terms of this insurance, including those with respect to:
 - I. Our right and duty to defend any **Suits** seeking those damages; and
 - II. Your duties in the event of an **Occurrence**, **Loss**, claim or **Suit** apply irrespective of the application of the Deductible amount.
5. We may pay any part or the entire Deductible amount to effect settlement of any claim or **Suit** and, upon notification of the action taken; you shall promptly reimburse us for any Deductible amount paid by us.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISCRIMINATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

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

- (g) discrimination or humiliation (unless insurance thereof is prohibited by law) based on race, color, religion, sex, age or national origin; except when alleged, charged or suffered:
 - (1) by an applicant for employment; or
 - (2) by any present or former employee.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS LIABILITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

SCHEDULE

Exclusions (g) and (h) (1) under **COVERAGE A** do not apply to any use of an automobile owned, operated by, rented, leased, or loaned to the Named Insured.

The coverage provided by this endorsement will apply excess of underlying liability insurance as set forth below, carried by the Named Insured, or any Insured. An underlying policy shall be maintained with limits as shown below. Coverage provided by this endorsement shall follow the underlying insurance terms, conditions, provisions, and failure of the Insured to maintain the underlying insurance shall not invalidate the coverage afforded under this endorsement, but the Company shall be liable only to the same extent as they would have been had the Insured maintained the underlying coverage.

1. Excess Auto Legal Liability

The Limit of Liability provided by this endorsement is \$_____ excess of \$_____ any one **Occurrence.**

2. Excess Employer's Liability

The Limit of Liability provided by this endorsement is \$_____ excess of \$_____ any one **Occurrence.**

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. In consideration of an Additional Premium of \$_____, subject to annual review, it is hereby understood and agreed that paragraphs **A, C, D, E, F & G** of the War, Hijacking and Other Perils, exclusion 5. under Section VI – Common Policy Exclusions , are deleted in their entirety.
2. Nevertheless, the coverage provided by this Endorsement shall TERMINATE AUTOMATICALLY.
 - (a) upon the outbreak of war (whether there be a declaration of war or not) between any of the following States, namely, the United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China PROVIDED THAT if the **Aircraft** is in the air when such outbreak of war occurs, then the coverage provided by this Endorsement (subject to its terms and conditions and provided not otherwise cancelled, terminated or suspended) will be continued in respect of such **Aircraft** until said **Aircraft** has completed its first landing thereafter.
 - (b) 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 wherever or whenever such detonation may occur and whether or not the insured **Aircraft** may be involved.
3. Notwithstanding, in the event the insured **Aircraft** is requisitioned for either title or use of coverage provided by this Endorsement will terminate in respect of such **Aircraft**.
4. The coverage provided by this Endorsement may be cancelled by either the Underwriters or the Insured giving notice effective on the expiration of seven (7) days from Midnight G.M.T. on the day on which notice is issued.
5. Notwithstanding anything to the contrary contained in Paragraph 1 of this endorsement, the coverage provided hereunder by the deletion of paragraph (a) of the War, Hijacking and Other Perils exclusion does not apply to **Property Damage** other than **Property Damage** (i) arising from the use of **Aircraft** (ii) within the United States of America or Canada.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED PROPERTY DAMAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

Exclusion 2 (a) of **SECTION I – COVERAGE A** is deleted in its entirety and replaced by the following:

- (a) **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the Insured. This exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that with respect to **SECTION II - WHO IS AN INSURED**, paragraph 2 (a) (1) is hereby deleted in its entirety.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GROUNDING LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

Exclusion (n) of **SECTION I - COVERAGE A** does not apply to damages caused by a **Grounding** and which results from **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard**.

Exclusion

This endorsement does not apply to:

Liability arising out of the loss of use of any **Aircraft** caused by the failure of an Insured to exercise diligence and reasonable means to correct and eliminate, without cost to us, the **Grounding**.

Definition

As used in this endorsement, **Grounding** means:

The complete and continuous withdrawal from all flight operations of one or more **Aircraft** due to a mandatory order of the Federal Aviation Administration or its equivalent in any other country, because of an existing, alleged or suspected like defect, fault or condition affecting the safe operation of 2 or more like model aircraft. A **Grounding** shall be deemed to commence from the date on which the first order becomes effective and continue until the date on which the last such order relating to the same existing, alleged or suspected like defect, fault or condition is withdrawn or becomes ineffective. **Grounding** does not include any **Aircraft** which is required by the manufacturer or by the direction of the Federal Aviation Administration or its equivalent in any other country to be removed from part of all flight operations due to its Certificate of Airworthiness being withdrawn or modified due to the safe operational life of such **Aircraft** having been reached or exceeded.

Limits of Insurance

Subject to Item 3. Limits Of Insurance shown in the Declarations the most we will pay for the sum of all damages because of all **Groundings** is limited to:

\$_____ Aggregate

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

Premises:

This insurance applies only to **Bodily Injury, Property Damage, Personal Injury, and Advertising Injury** and medical expenses arising out of your **Aviation Operations** conducted at the premises shown in the Schedule above.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOCATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____ and notwithstanding anything in the policy to the contrary, this endorsement amends the coverages shown below by the amendment of Item 3. Type of Coverage and Item 4. Location of Aviation Premises of the Policy Declarations:

ITEM 3. Type of Coverage:

LIMITS OF LIABILITY

General Aggregate Limit (Other than Products-Completed Operations and Hangarkeepers')	\$ _____
Products-Completed Operations Aggregate Limit	\$ _____
Products-Completed Operations Occurrence Limit	\$ _____
Bodily Injury	\$ _____
Personal Injury & Advertising Injury Aggregate Limit	\$ _____
Personal Injury & Advertising Injury Occurrence Limit	\$ _____
Each Occurrence Limit	\$ _____
Bodily Injury	\$ _____
Fire Damage Limit (Any One Fire)	\$ _____
Medical Expense Limit (Any One Person)	\$ _____
Hangarkeepers' Each Loss Limit	\$ _____
Hangarkeepers' Each Aircraft Limit	\$ _____
Hangarkeepers' Deductible Each Occurrence	\$ _____

ITEM 4. Location of Aviation premises owned, rented to or occupied by the Named Insured:

Address: _____
City, State Zip: _____

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

The following are added to **SECTION IV – POLICY CONDITIONS**:

1. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for **Bodily Injury** Liability or **Property Damage** Liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
2. With respect to **Mobile Equipment** to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverages required by any motor vehicle insurance law. We will provide the required limits for those coverages.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED AIRCRAFT LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. Exclusion (g) of COVERAGE A does not apply to **Aircraft** used by or on behalf of the Insured, which are not:
 - a. owned in whole or in part by or registered in the name of the Insured; or
 - b. leased by the Insured for a period in excess of thirty (30) days unless such lease is reported to us and an Additional Premium is paid if we require one; or
 - c. **Aircraft** having in excess of _____ passenger seats.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED ROTORCRAFT LIABILITY ENDORSMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. Exclusion (g) of **COVERAGE A** does not apply to **Aircraft** which are rotorcraft that are used by or on behalf of the Insured, which are not:
 - a. owned in whole or in part by or registered in the name of the Insured; or
 - b. leased by the Insured for a period in excess of thirty (30) days unless such lease is reported to us and an Additional Premium is paid if we require one; or
 - c. rotorcraft having in excess of _____ passenger seats.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF NON-RENEWAL ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

Paragraph 17 of SECTION IV – POLICY CONDITIONS – is deleted in its entirety and replaced as follows:

When We Do Not Renew:

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

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

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ON-PREMISES AUTO LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, it is agreed that Exclusion (g) of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE** is amended to include:

- (6) **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, **loading** or **unloading** of:
- 1) Any **Auto** owned or operated by or rented or loaned to the Named Insured; or
 - 2) Any other **Auto** operated by any person in the course of his employment by the Named Insured.

but only while such **Auto** is operated on the airport at those premises described in Item 4 of the Declarations.

The coverage provided by this endorsement is included within, and not in addition to the Limits of Insurance applicable to **Property Damage** Coverage.

This coverage shall be excess insurance over any other valid and collectible insurance available to the Named Insured.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of the premium paid for coverage under this policy, it is hereby understood and agreed that the coverage afforded hereunder is extended to provide Medical Expenses Limits of \$_____ for each person and \$_____ for each **Occurrence**.

Medical Payments provided is to pay all reasonable expenses incurred within one year from the date of the **Occurrence** for necessary medical, surgical, x-ray and dental services including prosthetic devices, and the necessary ambulance, hospital, professional nursing and funeral services to or for each person, who sustains **Bodily Injury**, caused by an **Occurrence**, while on the premises described in Item 4 of the Declarations.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

QUOTA SHARE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

This policy is amended as follows:

In consideration of the payment of premium, in reliance upon the statements made in the Declarations herein, and subject to all the terms and conditions and Insuring Agreements and endorsements of this policy including the Limits of Insurance, we agree with you that this policy only insures _____% pro rata proportion of 100% of this insurance policy.

It is warranted by you that during the term of this policy you shall maintain in full force and effect other policies of insurance on the identical subject matter and in the identical manner as this policy for the remaining _____% described herein.

The Declarations, Insuring Agreements, and approved endorsements attached hereto embody all the agreements existing between you and us in relation to this insurance.

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof signed by us; nor shall notice to any agent, or knowledge possessed by any agent or by any person be held to effect a waiver or change in any part of this policy.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPARE PARTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. Insuring Agreement:

In consideration of an Additional Premium of \$_____, it is agreed that we shall pay for the direct **Loss** of or **Property Damage** to the Covered Property resulting from any Covered Cause of **Loss**.

2. Covered Property:

- (a) **Aircraft** parts;
- (b) **Aircraft** engines;
- (c) avionics;
- (d) **Aircraft** accessories;

provided at all times that the items mentioned above are not attached to nor form part of any **Aircraft** and are the property of the Insured or of others for which the Insured is legally liable.

3. Covered Causes of **Loss**:

All risks of direct **Property Damage** except as excluded below.

4. Limit of Insurance:

The Limit of the Company's liability with respect to coverage hereunder shall not exceed:

_____ any one **Occurrence**, any one conveyance, building or location, subject first to a deductible of _____ each and every **Loss**.

Subject to the Limit of Insurance, we shall not be liable for more than the least of:

- (a) the invoice cost of such property including all costs of transportation and import duty;

- (b) the actual cash value of such property if it is not new, including all costs of transportation and import duty.

5. Exclusions:

In addition to the exclusions in the policy applying to **Property Damage** Coverage, the coverage extended by this endorsement does not apply to:

- (a) any property temporarily detached from an **Aircraft**;
- (b) **Loss** or damage occurring once attaching or installing such property has begun;
- (c) **Loss** or damage occurring during testing, running, attempted operation, or under process unless caused by a peril insured against;
- (d) property forming part of or carried in an **Aircraft** as a spares kit;
- (e) property transported or stored by the Insured for a charge;
- (f) mysterious disappearance or shortage disclosed upon taking inventory; but, this exclusion does not apply to non-delivery of such property;
- (g) latent defect or inherent vice;
- (h) depreciation, delay, loss of market, or loss of use;
- (i) **Loss** or damage to property in the care, custody and control of the Insured arising from failure of the Insured to protect and preserve the property after a **Loss** from further **Loss**;
- (j) infidelity or dishonesty of any Insured or any employee thereof;
- (k) any liability assumed in any agreement assuming the sole negligence of the indemnitee.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

The following is added to **Supplementary Payments - Coverage A, B and D**:

Expenses incurred by the Insured for first aid to others at the time of an accident for **Bodily Injury** to which this insurance applies.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR, HI-JACKING AND OTHER PERILS
LIMITED WRITE-BACK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, it is agreed that:

1. Whereas the policy of which this Limited Write-Back Endorsement forms a part includes the War and Other Perils Exclusion Clause, Item 5. under Section IV – Common Policy Exclusions and in consideration of an Additional Premium, it is hereby understood and agreed that effective _____ at 12:01 A.M., Standard Time, and only as respects Coverage A, all sub-paragraphs other than sub-paragraph (b) of the War, Hi-Jacking and Other Perils Exclusion Clause forming part of this policy are deleted, subject to all terms and conditions of this Limited Write-Back Endorsement.

2. Only with respect to the deletion of sub-paragraph (a) from the War, Hi-Jacking and Other Perils Exclusion Clause by virtue of paragraph 1 above, this Limited Write-Back Endorsement shall not apply to 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. **LIMITATION OF INSURANCE**

Our liability in respect of this Limited Write-Back Endorsement shall be a sub-limit of \$_____ any one **Occurrence** and in the Annual Aggregate inclusive of "Allocated Claims Expenses", except with respect to passengers in an **Aircraft** in which case the Limits of Insurance set out in Coverage A shall apply (subject to any annual aggregate), provided, however, that such limits are also inclusive of "Allocated Claims Expenses". The sub-limit is part of and not in addition to the Limits of Insurance for Coverage A.

In no event shall our liability under this Limited Write-Back Endorsement exceed the Annual Aggregate inclusive of "Allocated Claims Expenses" (except with respect to passengers in an **Aircraft**), regardless of the number of (a) Insureds, (b) **Occurrences** or events, (c) claims made or **Suits** brought, or (d) persons or organizations making claims or bringing **Suits**.

For purposes of this Limited Write-Back Endorsement, the term "Allocated Claims Expenses" means all loss adjustment costs and expenses that can be directly allocated to a specific claim against the Insured, including without limitation, (a) outside attorneys' fees and expenses, (b) court expenses, (c) survey and investigation expenses, and (d) disbursements made by the Lead Insurer (if applicable) to any organization for use of their claim facilities. Salaries and expenses of the staff and employees of any of the Participating Companies are not included in item (d) of this definition.

4. AUTOMATIC TERMINATION

This Limited Write-Back Endorsement shall terminate automatically under the following circumstances:

- (i) upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following: France, the People's Republic of China, the Russian Federation, the United Kingdom, or the United States of America; or
- (ii) only with respect to the deletion of sub-paragraph (a) from the War, Hi-Jacking and Other Perils Exclusion Clause by virtue of paragraph 1 above, 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 wherever or whenever such detonation may occur and whether or not an Insured **Aircraft** may be involved; or
- (iii) upon the requisitioning of any **Aircraft** for title or use.

However, if an **Aircraft** is **In-Flight** when (i), (ii) or (iii) above occurs, then this Limited Write-Back Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such **Aircraft** until completion of its first landing and any passengers have disembarked.

5. REVIEW AND CANCELLATION

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

We may give notice to review premium and/or geographical limits; such notice shall be effective on the expiration of seven (7) days from 12:01 A.M., Standard Time on the day on which notice is given.

- (b) Limited Cancellation (48 hours notice)

Following a hostile detonation as specified in paragraph 4. (ii) above, we may give notice of cancellation of one or more parts of this Limited Write-Back Endorsement provided in paragraph 1. above; such notice shall be effective on the expiration of forty-eight (48) hours from 12:01 A.M., Standard Time on the day on which notice is given.

- (c) Cancellation (7 days notice)

This Limited Write-Back Endorsement may be cancelled by either us or you giving notice to become effective on the expiration of seven (7) days from 12:01 A.M., Standard Time on the day on which such notice is given.

- (d) Notices

All notices referred to herein shall be in writing.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORLDWIDE COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

The definition of **Coverage Territory** under **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

7. **Coverage Territory** means: All parts of the world.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WORLDWIDE COVERAGE TERRITORY
YOUR PRODUCT OR YOUR WORK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

In consideration of an Additional Premium of \$_____, and notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

This policy is amended as follows:

Paragraph (c) (1) (i) of the definition of Paragraph 6 **Coverage Territory** under **SECTION V – DEFINITIONS** is replaced by the following:

- (i) **Your Product or Your Work.**

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATE CHANGE RECOGNITION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

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):

- A) Any actual or alleged failure, malfunction or inadequacy of:
- 1) Any of the following, whether belonging to any Insured or to others, whether or not part of any computer system or whether in the possession of the Insured or of any third party;
 - a) computer hardware, including microprocessors; or
 - b) computer application software; or
 - c) computer operating systems and related software; or
 - d) computer networks; or
 - e) microprocessors, computer chips, integrated circuits or other information technology equipment or systems; or
 - 2) 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 A) 1) of this exclusion;

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

- the change of year from 1999 to 2000; or
- the change of date from August 21, 1999 to August 22, 1999; or
- any other change of year, date or time;

- B) 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 A) of this exclusion.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

This endorsement applies only if the Date Change Recognition Exclusion Endorsement is attached.

With respect to Coverage A, Bodily Injury and Property Damage Liability, if the Date Change Recognition Exclusion Endorsement is attached, such endorsement shall not apply to any sums which the Insured shall become legally liable to pay as damages because of **Bodily Injury** or **Property Damage** to or destruction resulting from a covered **Occurrence**.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ADVERTISING INJURY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. Under Item 3. Type of Coverage of the Policy Declarations page, **Personal Injury & Advertising Injury** Aggregate Limit is replaced with Personal Injury Aggregate Limit.
2. **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** of **SECTION I – COVERAGES** is deleted in its entirety and replaced with the following:

COVERAGE B – PERSONAL INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of **Personal Injury** to which this insurance applies resulting from your **Aviation Operations**. We will have the right and duty to defend any **Suit** seeking those damages. 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 end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverage 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 Injury** caused by an offense arising out of your **Aviation Operations**, excluding advertising, publishing, broadcasting or telecasting done by or for you but only if the offense was committed in the **Coverage Territory** during the Policy Period.

2. **Exclusions**

This insurance does not apply to **Personal Injury**:

- a. Arising out of oral or written publication or material, if done by or at the direction of any Insured with knowledge of its falsity;
 - b. Arising out of oral or written publication of material whose first publication took place before the beginning of the Policy Period;
 - c. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of any Insured; or
 - d. For which any Insured has assumed liability in a contract or agreement, but this exclusion (d) does not apply to liability for damages that the Insured would have in the absence of the contract or agreement.
3. Item 4. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
- (4) Subject to 2. Above, the **Personal Injury** Aggregate Limit is the most we will pay under Coverage B for all damages because of all **Personal Injury**.
4. The definition of **Advertising Injury** in **SECTION V – DEFINITIONS** does not apply.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL HAZARDS IN CONNECTION
WITH DESIGNATED PREMISES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

This insurance does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of:

1. The ownership, maintenance or use of the premises shown in the schedule below or any property located on these premises;
2. Operations on those premises or elsewhere that are necessary or incidental to the ownership, maintenance or use of those premises; or

Goods or products manufactured at or distributed from those premises shown below:

Description and Location of Premises:

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – COVERAGE C – MEDICAL PAYMENTS
(SCHEDULED LOCATIONS) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

With respect to any locations shown in the Schedule, **SECTION I – COVERAGE C** does not apply and none of the references to it in the policy apply to the following locations, and

The following is added to **Supplementary Payments – Coverage A, B and D** for the following locations:

Expenses incurred by the Insured for first aid to others at the time of an accident for **Bodily Injury** to which this insurance applies.

Description and Location of Premises:

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PRODUCTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

This insurance does not apply to **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard** and arising out of any of **Your Products** shown in the Schedule below:

Designated Product(s):

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED WORK ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

This insurance does not apply to **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard** and arising out of any of **Your Work** shown in the Schedule shown:

This policy is amended as follows:

Description of Your Work:

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – FIRE DAMAGE LEGAL LIABILITY
(SCHEDULED LOCATIONS) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. The last paragraph of Item 2. **Exclusions** under **SECTION I – COVERAGE A**;
2. Paragraph 6. of **SECTION III – LIMITS OF INSURANCE** ; and
3. Any reference in the Declarations to Fire Damage Limit

does not apply to the following locations:

Description and Location of Premises:

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – HANGARKEEPERS' LIABILITY
(SCHEDULED LOCATIONS) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

SECTION I – COVERAGE D does not apply and none of the references to it in the policy apply for the following locations:

Description and Location of Premises:

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HEALTH CARE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

This insurance does not apply to **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** arising out of the rendering of or failure to render professional health care services.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MOLD, FUNGI AND BACTERIA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this policy provides no coverage whatsoever for **Bodily Injury, Property Damage, Personal Injury or Advertising Injury** that would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of any mold, fungi or bacteria on or within a building or **Aircraft**. It is further agreed that no coverage is provided hereunder for any **Loss**, cost or expense arising from the abatement, testing or monitoring of the presence or effect of any mold, fungi or bacteria by the Insured or any other person or entity.

This exclusion does not apply to any mold, fungi or bacteria on or contained in any goods or products intended for bodily consumption.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby understood and agreed that this endorsement amends the policy as shown below:

With respect to **SECTION II – WHO IS AN INSURED**, Part 4 is deleted in its entirety and none of its provisions shall apply.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – PERSONAL AND ADVERTISING INJURY
(SCHEDULED LOCATIONS) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

SECTION I – COVERAGE B does not apply and none of the references to it in the policy apply to the following locations:

Description and Location of Premises:

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – PRODUCTS & COMPLETED OPERATIONS HAZARD
(SCHEDULED LOCATIONS) ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

This insurance does not apply to **Bodily Injury** or **Property Damage** included within the **Products-Completed Operations Hazard** and none of the references to it in the policy apply for the following locations:

Description and Location of Premises:

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RADIOACTIVE CONTAMINATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is understood and agreed that this policy is written and notwithstanding anything set forth elsewhere in the policy to the contrary that this policy does not cover:

1. **Loss** or destruction of or damage to any property (including **Aircraft**) whatsoever or any **Loss** or expense whatsoever resulting or arising therefrom; or
2. Any legal liability or medical expense of whatsoever nature;

directly or indirectly caused or contributed to by or arising from ionizing radiations or contaminations by radioactivity from any source whatsoever.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

This policy shall not apply under any coverage section to:

1. **Bodily Injury**; sickness; disease; occupational disease; headaches; dizziness; neurological disorders of any kind; mental or physical stress, anguish, or injury of any kind; **Property Damage** or grounding or any other claim whatsoever; or

any **Loss**, cost, or expense including, but not limited to, **Losses**, costs, or expenses related to, arising from, or associated with testing for, cleaning up, remediation, containment, removal, or abatement; or

any obligation to defend or indemnify due in whole or in part to any claim or **Suit** against the Insured alleging damages arising from or cause by, directly or indirectly, in whole or in part, by
 - (a) any fungus(i), molds, mildew or yeast; or
 - (b) any spore(s), or toxins created or produced by or emanating from such fungus(i), mold(s), mildew or yeast; or
 - (c) any substance, vapor gas, or other emission or organic or inorganic body or substance produced by or arising out of any fungus(i), mold(s), mildews or yeast; or
 - (d) any material, product, building component, building or structure or any concentration of moisture, water or other liquid within such material, product, building component, building or structure that contains, harbors, nurtures, or acts as a medium for any fungus(i), mold(s), mildew or yeast, or spore(s) or toxins emanating therefrom,

regardless of any other cause, event material, product and/or building component that contributed concurrently or in any sequence to any alleged **Loss** or subsequent claim.

2. For the purposes of this endorsement, the following definitions are added to the policy:

Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts, and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any fungus(i), mold(s), mildew, plants, organisms, or microorganisms.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, SUBJECT TO CAP ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

Provided that coverage is otherwise afforded under this policy, and subject to all the terms and conditions of this policy, coverage is afforded for the following:

A. CERTIFIED ACT OF TERRORISM

1. The following **DEFINITION** is added:

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- a. to be an act that resulted in insured **Losses** in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
- b. to be an act of terrorism;
- c. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- d. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. If aggregate insured **Losses** attributable to terrorist acts certified under the Terrorism Risk Insurance Act of 2002, as amended, exceed \$100 billion in a Program Year and the Company has met its insurer deductible under the Terrorism Risk Insurance Act of 2002, as amended, the

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Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACT OF TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

1. The following **EXCLUSION** is added:

This insurance does not apply to:

Certified Act Of Terrorism pursuant to the Terrorism Risk Insurance Act of 2002, as amended. The Company will not pay for any injury or damage caused directly or indirectly by a **Certified Act Of Terrorism**. Such injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

2. The following **DEFINITION** is added:

Certified Act Of Terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- a. to be an act that resulted in insured **Losses** in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
- b. to be an act of terrorism;
- c. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- d. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
- e. to have been committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the policy remain unchanged.

XL INSURANCE AMERICA INC.

**POLICYHOLDER DISCLOSURE NOTICE
OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), you have a right to purchase insurance coverage for losses resulting from Certified Acts of Terrorism, as defined in Section 102(1) of TRIA. The term "Certified Act of Terrorism" now means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE WILL BE CHARGED AT RATES AS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT TRIA CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Commercial General Liability Aviation Coverage Policy

ADDITIONAL 60-100% OF THE PREMIUM (Specific quotes available upon request)

Please note that TRIA coverage, if purchased, will be subject to all of the terms and conditions of the policy except as might otherwise be required by any applicable law. We reserve the right to adjust the rates listed above where unique individual characteristics so warrant.

Carefully read your policy, including the endorsements attached to your policy. **You should contact your insurance agent or broker to discuss your options in light of the availability of terrorism coverage or in the event that you have questions about TRIA.**

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NON-RENEWAL ENDORSEMENT

ARKANSAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY

It is hereby agreed that **SECTION IV – POLICY CONDITIONS**, Item 2. **Cancellation** and Item 17. **When We Do Not Renew** are deleted and replaced with the following:

CANCELLATION AND NON-RENEWAL

1. Cancellation by you

You have the right to cancel this policy at any time by giving notice to us stating when thereafter the cancellation shall be effective. If the policy is so cancelled, earned premium should be computed short rate.

2. Cancellation by us

- a. We have the right to cancel this policy at any time and for any reason within the first sixty (60) days. We must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation.
- b. After this policy has been in effect for sixty (60) days, it may be cancelled only for one of the following reasons:
 1. Non-payment of premium;
 2. Fraud or material misrepresentation;
 3. Material change in risk which increases hazard;
 4. Violation of code or law which increases hazard;
 5. Non-payment of dues where membership is required for coverage; or
 6. Material violation of a material policy provision.

We must mail notice of cancellation at least twenty (20) days prior to the effect date such cancellation. If we cancel for non-payment of premium, we must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the policy is cancelled by us, earned premium shall be computed pro rata.

All notice of cancellation or non-renewal will be mailed or delivered to your last known address. If notice is mailed it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



XL INSURANCE AMERICA, INC.

ADMINISTRATIVE OFFICE
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
(800) 688-1840

HOME OFFICE
1201 North Market Street
Suite 501
Wilmington, DE 19801
(800) 688-1840

**Aircraft Hull & Liability Insurance Policy
Declarations**

This section of the Policy and any endorsements attached hereto completes this Aircraft Hull & Liability Insurance Policy, issued by the Company as indicated above (hereinafter called the Company).

In consideration of the payment of the premium and subject to the terms and conditions hereinafter set forth, the Company agrees to provide insurance as follows:

Policy Number: _____

Previous Policy Number: _____

ITEM 1. **Named Insured:** _____

ITEM 2. Address: _____

City, State Zip: _____

ITEM 3. Policy Period:

From: _____ To: _____

At 12:01 A.M. standard time at the first address shown in ITEM 2. above.

ITEM 4. Pilots: _____

The Pilot Warranty in ITEM 4. shall not apply to Liability Coverage for **Non-Owned Aircraft** and **Temporary Substitute Aircraft**.

ITEM 5. Policy Territory: _____

ITEM 6. Purpose of Use: _____

ITEM 7. Policy Premium: _____

Premium: \$ _____

Surcharges: \$ _____

Total amount due at Inception: \$ _____

Coverage C: Liability for the Use of **Non-Owned Aircraft** \$ _____ Each **Occurrence**

Maximum Number of Seats: _____

Reporting Grace Period: _____ consecutive days

Coverage D: Liability for **Property Damage to Non-Owned Aircraft, Temporary Substitute Aircraft**, and Hangarkeepers' Legal Liability \$ _____ Each **Occurrence**

Reporting Grace Period: _____ consecutive Days

This Limit is part of, and not in addition to, the Limit provided for Coverage C.

Coverage E: 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 A or C, whichever applies to the loss.

Coverage F: **Premises** Liability \$ _____ Each **Occurrence**

This Limit is part of, and not in addition to, the Limit provided for Coverage A or C, whichever applies to the loss.

Coverage G: Liability for the Sale of **Aircraft** and **Aircraft** Products and Services \$ _____ Each **Occurrence** / Annual Aggregate

This Limit is part of, and not in addition to, the Limit provided for Coverage A or C, whichever applies to the loss.

Coverage H: Host Liquor Liability \$ _____ Each **Occurrence**

This Limit is part of, and not in addition to, the Limit provided for Coverage A or C, whichever applies to the loss.

Coverage I: Contractual Liability \$ _____ Each **Occurrence**

This Limit is part of, and not in addition to, the Limit provided for Coverage A or C, whichever applies to the loss.

Coverage J: Liability for Operation of **Mobile Equipment** \$ _____ Each **Occurrence**

This Limit is part of, and not in addition to, the Limit provided for Coverage A or C, whichever applies to the loss.

Coverage K: Liability for **Personal Injury**, Including **Advertising Injury** Each **Occurrence** / Annual Aggregate
 \$ _____

This Limit is part of, and not in addition to, the Limit provided for Coverage A or C, whichever applies to the loss.

Coverage L: Cargo Liability Each **Occurrence**
 Deductible \$ _____ Each **Occurrence**

This Limit is part of, and not in addition to, the Limit provided for Coverage A or C, whichever applies to the loss.

PART 2 – DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS OF LIABILITY CLAIMS

See Page 6 of the Policy Form.

PART 3 – PHYSICAL DAMAGE COVERAGES

Coverage M: Physical Damage Coverage for Scheduled Aircraft

Registration	Make & Model	Year Built	Seats		Insured Value	Deductibles	
			Crew	Pass.		In Motion	Not in Motion
					\$		
					\$		
					\$		
					\$		
					\$		
					\$		
					\$		

Coverage N: Physical Damage Coverage for Spare Engines and Spare Parts
 \$ _____ Each **Occurrence**
 Deductible: \$ _____ Each **Occurrence**

Coverage O: Automatic Insurance for Increased Value of **Scheduled Aircraft** or **Spare Engines** and **Spare Parts**

Scheduled Aircraft Maximum Automatic **Physical Damage** Limit:
 \$ _____ any one **Aircraft** without prior approval

Spare Engines and **Spare Parts** Maximum Automatic **Physical Damage** Limit:
 \$ _____ without prior approval

PART 4 – ADDITIONAL COVERAGES

Coverage P: Temporary Replacement Parts Rental Expense
\$ _____ Each **Occurrence**

Minimum required repair period: _____ days

Coverage Q: Replacement **Aircraft** Rental Expense
\$_____ Each day for no more than a maximum coverage period of _____ consecutive days, not to exceed \$_____ Each **Occurrence**

Minimum required repair period: _____ days

Coverage R: Search and Rescue Expenses \$ _____ Each **Occurrence**

Coverage S: Runway Foaming and Crash Control Expenses \$ _____ Each **Occurrence**

Coverage T: Trip Interruption Expense \$ _____ Each **Passenger**
\$ _____ Each **Occurrence**

Coverage U: Automatic Insurance for Newly Acquired **Aircraft**
Maximum **Physical Damage** Limit: \$ _____ any one **Aircraft** without prior approval

Coverage V: 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 W: Personal Effects and Baggage Coverage
\$ _____ Each **Passenger**
\$ _____ Each **Occurrence**
Deductible \$ _____ Each **Occurrence**

PART 5 – MEDICAL EXPENSES

Coverage X: Medical Payments

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 Y: Premises Medical Payments \$ _____ Each Person
\$ _____ Each **Occurrence**

Producer: _____
Address: _____
City, State Zip: _____

(Authorized Representative)

XL INSURANCE AMERICA, INC.

Aircraft Hull & Liability Insurance Policy

In return for the payment of the premium, and in reliance upon the statements in the Declarations and subject to all of the terms of this policy including the applicable Limits of Liability, the **Company** agrees with the **Named Insured** with respect to those coverages indicated in the Declarations as follows:

PART 1 - LIABILITY COVERAGES

Coverage A - Liability for Scheduled Aircraft

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** and **Property Damage** caused by an **Occurrence** during the Policy Period arising out of the ownership, maintenance or use of a **Scheduled Aircraft**.

Coverage B - Passenger Voluntary Settlements for Scheduled 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 death, permanent total disability, or loss of one or more body parts, the **Company** will pay up to the "settlement limit".

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" shown in the Declarations under Coverage B. Payments will be made for the period of continuous total disability up to the "Maximum Indemnity Period" shown in the Declarations under Coverage B. The "Settlement Limit" will be reduced by the amount of any payments that are made under this paragraph.

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

- A. if requested, authorize the **Company** to obtain medical reports and copies of records. The injured person will submit to physical examination by the physicians selected by the **Company** when the **Company** may reasonably require;
- B. if payment is to be made, 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**.

If within one hundred twenty (120) days the payment offer is not accepted, or is rejected, or if at any time a suit is filed by or on behalf of a **Passenger** to which this Coverage applies, for **Bodily Injury** against any **Insured**, Coverage B will not apply to or for the benefit of that **Passenger**. Coverage B will not apply to or for the benefit of any **Crewmembers** on any **Non-Owned Aircraft** unless the Declarations indicates a specified "**Non-Owned Aircraft Settlement Limit**" for **Crewmembers** and either they are professional pilots who are regular employees of the **Insured** and are acting in their capacity as such, or they are **Crewmembers** who would normally be operating a **Scheduled Aircraft**, but are operating a **Non-Owned Aircraft** on behalf of the **Insured**.

As used in this Coverage B:

"Settlement Limit" means the maximum applicable Limit the **Company** will pay to or for each **Passenger** as shown in the Declarations under Coverage B;

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

"Loss" means, with respect to 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 (12) 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 C - Liability for the Use of Non-Owned Aircraft

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** and **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**.

The insurance provided by this Coverage C is **Excess Insurance**.

Coverage D - Liability for Property Damage to Non-Owned Aircraft, Temporary Substitute Aircraft and Hangarkeepers' Legal Liability

The **Company** will promptly pay on behalf of the **Insured** all sums which the **Insured** becomes legally obligated to pay as damages arising out of **Property Damage** caused by an **Occurrence** during the Policy Period to **Non-Owned Aircraft, Temporary Substitute Aircraft**, or any transient **Aircraft** while temporarily at the **Insured's** airport **Premises**. This Coverage D will not apply while the **Aircraft** is **In-Flight** unless the **Aircraft** is operated by a person employed as a professional pilot acting in that capacity.

The insurance provided by this Coverage D is **Excess Insurance**.

Conditions Applicable To Both Coverage C and D

1. For Coverage Parts C and D, the definition of **Insured**:
 - a) with respect to any **Temporary Substitute Aircraft**, means the same as **Insured**,

- b) with respect to all other **Non-Owned Aircraft**, means the **Named Insured** and, any director, executive officer, employee, partner or agent of the **Named Insured** while that person is acting in their capacity as such.

Regardless of Paragraphs a) and b) 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.

2. The insurance provided by these Coverage Parts does not apply to a 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**.
3. Once the **Named Insured** is advised, they will report the exclusive lease of or the use of any **Non-Owned Aircraft** that exceeds the "Reporting Grace Period" shown in the Declarations to the **Company**. The **Company** 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 **Company** as soon as possible after the omission is discovered.

Coverage E - 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** that is caused by an **Occurrence** during the Policy Period.

The insurance provided by this Coverage E is **Excess Insurance** and will not apply to any loss or damage to property covered elsewhere in this policy.

Coverage F – Premises Liability

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** and **Property Damage** caused by an **Occurrence** during the Policy Period arising out of the ownership, maintenance or use of **Premises**.

The insurance provided by this Coverage F is **Excess Insurance**.

Coverage G - 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** and **Property Damage** caused by an **Occurrence** during the Policy Period arising out of any of the following:

1. the 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;
2. the furnishing to others, by the **Insured**, without intentional profit, of any materials, parts, equipment, fuel or maintenance services, used for or in connection with **Aircraft**, **Premises**, or **Mobile Equipment**;
3. the furnishing to others, by the **Insured**, without intentional profit of food or beverages in connection with the operation of **Aircraft** or **Premises**.

The insurance provided by this Coverage G 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 H - Host Liquor Liability

The **Company** will promptly pay on behalf of the **Insured** all sums which the **Insured** becomes legally obligated pay as damages because of **Bodily Injury** and **Property Damage** caused by an **Occurrence** during the Policy Period arising out of the servicing or giving of any alcoholic beverage at or from the **Insured's Premises** or an **Aircraft** covered by this policy.

The insurance provided by this Coverage H is **Excess Insurance**.

Coverage I – Contractual Liability

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** and **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**.

The **Company's** Rights of Recovery section shown in Part 10 of this policy will not apply to the extent that it is addressed in any contract or agreement that the **Named Insured** or their legal representative has entered into relating to **Physical Damage** of property insured by this policy.

The **Named Insured** agrees to submit a copy of all such contracts or agreements to the **Company** as soon as possible after it comes to their attention. Inadvertent failure to do so will not void the insurance provided by this section as long as the contract or agreement is submitted as soon as possible once the omission is discovered. The **Company** reserves the right to charge an additional premium for any such contract or agreement.

The **Company** does 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 **Company** prior to the effective date of this policy.

This Coverage I does 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, Crewmember** or their heirs. However, this paragraph 2.a. does 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. to coverage provided by Paragraph 1. of Coverage I above.

- b. to the extent that it pertains to major alterations or major repairs as defined in the **Federal Aviation Administration** 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 J - 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** and **Property Damage** caused by an **Occurrence** during the Policy Period arising out of ownership, maintenance or use of **Mobile Equipment**.

The insurance provided by this Coverage J is **Excess Insurance**.

Coverage K – Liability for Personal and Advertising Injury

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** caused by an offense during the Policy Period arising out of the ownership, maintenance or use of covered **Aircraft** or **Premises**.

This Coverage K does not apply to any offenses arising from or connected with:

1. the willful violation of criminal statute or ordinance, committed by or with the consent of the **Insured**, or
2. any type of hiring, termination or other employment practices.

The insurance provided by this Coverage K is **Excess Insurance**.

Coverage L - Cargo Liability

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 **Property Damage** to the property of others caused by an **Occurrence** during the Policy Period while the property is in the **Insured's** care, custody and control on a covered **Aircraft** or while it is in the care, custody and control of the **Insured** on their airport **Premises** prior to loading on or, after unloading from, a covered **Aircraft**.

The coverage provided by this Coverage L will not apply to any loss, damage or claim caused by:

1. any loss of market or any loss arising from delay, whether or not the delay is caused by an **Occurrence** covered by this policy;
2. any type of consequential loss;
3. infidelity of the **Insured**, their employees or agents;

4. and confined to wear, tear, deterioration, extremes of temperature or pressure or due to the perishable or hazardous nature of the property;
5. 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
6. the loss of or damage to the personal effects or baggage of any **Passenger**.

The insurance provided by this Coverage L is **Excess Insurance**.

PART 2 - DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS OF LIABILITY CLAIMS

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 this 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 judgments or settlements.

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 this policy,
 - b) all interest on the amount of any judgment that the **Company** is required to pay under the terms of this policy which accrues after the entry of the judgment and before the **Company** has paid, tendered or deposited in court, and
 - c) any costs for arbitration alleging damages covered by this policy to which the **Insured** must or may submit;
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 \$5,000.00 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 use of **Aircraft** or **Premises**. However, the **Company** has no obligation to furnish or apply for any bail bonds,
4. expenses incurred by the **Insured** for first aid, medical and surgical relief that is imperative at the time of an **Occurrence** because of **Bodily Injury** covered by this policy,
5. all reasonable expenses incurred by the **Insured** at the **Company's** request. However, the **Company** will not pay more than \$250.00 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**.

PART 3 - PHYSICAL DAMAGE COVERAGES

Coverage M - Physical Damage Coverage for Scheduled Aircraft

The **Company** will promptly pay for any **Physical Damage** to a **Scheduled Aircraft** that occurs during the Policy Period including its disappearance or theft, resulting in non-recovery for thirty (30) days, less any applicable deductible. 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 N - Physical Damage Coverage for Spare Engines and Spare Parts

The **Company** will promptly pay for **Physical Damage** to or theft of **Spare Engines** and **Spare Parts** that occurs during the Policy Period, which are owned by the **Named Insured** or for which the **Named Insured** is legally responsible.

The insurance provided by this Coverage N is **Excess Insurance**.

Coverage O - 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, the addition of equipment or, if the **Named Insured** modifies or acquires additional **Spare Engines** or **Spare Parts**, the applicable insurance provided by this policy under PART 3 - **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 that:

1. the **Named Insured** reports to the **Company** any increase in value as soon as possible after completion of modifications or additions;
2. unless the **Company** has agreed otherwise in advance, the maximum automatic increase of value will not exceed the "Maximum Automatic **Physical Damage Limit**" for a **Scheduled Aircraft** shown in the Declarations under this Coverage O or, if applicable, the "Maximum Automatic Limit" for **Spare Engines** and **Spare Parts** shown in the Declarations under this coverage;
3. any additional premiums for the increased Limits are paid by the **Named Insured**.

PART 4 - ADDITIONAL COVERAGES

Coverage P - Temporary Replacement Parts Rental Expense

If a **Scheduled Aircraft** suffers a **Physical Damage** loss covered by this 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. This Coverage P will not apply unless the actual time required for the repair exceeds the "minimum required repair period" shown for this coverage in the Declarations.

Coverage Q – Temporary Replacement Aircraft Rental Expense

If a **Scheduled Aircraft** suffers a **Physical Damage** loss covered under this policy, the **Company** will promptly pay the **Named Insured's** extra expense of leasing or renting a temporary replacement **Aircraft** while the **Scheduled Aircraft** is being repaired.

This coverage section does not apply to extra expense(s) incurred:

1. unless the actual time required to repair the damaged **Aircraft** exceeds the "minimum required repair period" shown under Coverage Q in the Declarations;
2. if another **Aircraft** is available at no extra charge for its use;
3. if the **Named Insured** acquires through ownership, lease, lease-purchase option, or otherwise, a permanent replacement for the damaged **Aircraft**;
4. if the **Scheduled Aircraft** is a **Total Loss** and the **Company** has offered the **Named Insured** a proof of loss;
5. beyond the "maximum coverage period" for this coverage as shown in the Declarations.

As used in this Coverage Q, extra expense means that portion of the actual cost of leasing or renting a replacement **Aircraft** which exceeds the cost the **Named Insured** would have incurred if they could have operated the **Scheduled Aircraft** had it not been damaged.

Coverage R - Search and Rescue Expense

The **Company** will promptly reimburse the **Insured** for their actual incurred expenses for search and rescue operations performed by or at the request of the **Named Insured**. The coverage provided by this section will not apply to any claim, cost or expense:

1. for any governmental or military search and rescue operations;
2. arising out of any loss or damage to any equipment used in connection with the search and rescue operations;
3. arising out of the injury or death of any persons' involved in the search and rescue operations;
4. incurred after it is reasonably assumed that there are no survivors;
5. associated with salvaging the **Aircraft** or any other property.

Coverage S - Runway Foaming and Crash Control Expense

The **Company** will promptly reimburse the **Insured** for their 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 this policy.

Coverage T - Trip Interruption Expense

The **Company** will promptly reimburse the **Insured** for their reasonable expenses of food, travel 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.

Coverage U - Automatic Insurance for Newly Acquired Aircraft

If, during the Policy Period, the **Named Insured** becomes the owner (or exclusive lessee and is required to provide this insurance) of an **Aircraft** in addition to the **Scheduled Aircraft** and, as soon as possible, reports the acquisition to the **Company**, the insurance afforded by this policy will apply to the additional **Aircraft** at the time of acquisition. Unless the **Named Insured** and the **Company** agree otherwise, the coverages and Limits of Liability pertaining to the additional **Aircraft** will be the same as is provided for the other **Scheduled 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 this coverage section in the Declarations. The **Named Insured** agrees to pay any additional premium required because of the addition of the newly acquired **Aircraft**.

Coverage V - 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 because of its maintenance, inspection, servicing, alterations, repair or intended sale, the **Named Insured** agrees to notify the **Company** as soon as possible. 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 in the Declarations. This section will not apply to any **Scheduled Aircraft** laid up because of any loss or damage covered by this policy.

Coverage W - 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**. This section 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 an **Insured**.

PART 5 - MEDICAL EXPENSES

Coverage X – Medical Payments for Scheduled 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, to or for each covered **Passenger** who sustains **Bodily Injury** caused by an **Occurrence** during the Policy Period.

This Coverage Part will not apply to or for the benefit of **Crewmembers** on **Non-Owned Aircraft** unless the Declarations shows a specific limit for **Crewmembers** under the "**Non-Owned Aircraft**" section of Coverage X and:

1. they are an officer, director, stockholder, employee, partner, or agent of the **Named Insured** while acting in their capacity as such, or

2. they are **Crewmembers** who would normally be operating a **Scheduled Aircraft** but are operating a **Non-Owned Aircraft** on behalf of the **Named Insured**.

Coverage Y - Premises Medical Payments

The **Company** will promptly pay all reasonable **Medical Expenses** incurred within one year from the date of injury, to or for each person who sustains **Bodily Injury** caused by an **Occurrence** during the Policy Period arising out of the ownership, maintenance or use of **Premises**.

Conditions Applicable to Both Coverage X and Y

1. Medical payments will not be made to anyone until all medical benefits available under a Workers' Compensation or similar law have been exhausted.
2. 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 physical examination by physicians selected by the **Company** if and when the **Company** may reasonably require.
3. 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 person, organization, or of the **Company**.
4. The total liability of the **Company** for all **Medical Expense** incurred by or on behalf of each covered **Passenger** or person who sustains **Bodily Injury** will not exceed the applicable Limit of Liability stated in the Declarations for that **Passenger** or person.

PART 6 - POLICY DEFINITIONS

When the following terms appear in bold face print in this policy the following definitions apply. Where used as defined terms, the plural or possessive forms of each are included within the respective definitions below:

"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 trademarked name, slogan, symbol or title.

"Aircraft" means any **Scheduled Aircraft** and any other **Aircraft** for which insurance is provided under this 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 this definition even if replaced by similar parts. Tools and repair equipment standard for the **Aircraft** normally carried on the **Aircraft** are also included within the definition.

"Bodily Injury" means physical injury sustained by any person, caused by an **Occurrence** during the Policy Period, including sickness, disease, mental anguish and death at any time resulting therefrom. Mental anguish does not include **Personal Injury**.

"**Company**" means the insurance company shown in the Declarations.

"**Crewmember**" 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.

"**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 **Insured** has been exhausted (other than insurance specifically purchased by the **Named Insured** to apply as excess over this policy). If the other insurance is written through the **Company** as primary insurance, the total Limit of the **Company's** Liability will not exceed the greatest or greater limit on any one policy.

"**Federal Aviation Administration**" means the duly constituted authority of the United States of America having a jurisdiction over civil aviation or its duly constituted equivalent in any other country.

"**In-Flight**" means, with respect to fixed-wing **Aircraft**, the time commencing from the start of the take-off run of the **Aircraft** and continuing until it has completed its landing roll. With respect to 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 an **Aircraft** is moving under its own power or the momentum generated therefrom or while it is **In-Flight**. With respect to rotorcraft, it is anytime the rotors are moving under power or the momentum generated therefrom.

"**Ingestion**" means **Physical Damage** to turbine engines or turbine auxiliary power units, if they are included within the definition of **Aircraft**, caused by objects or substances which are not or were not part of the engine or its accessories, as denoted on the manufacturer's parts list for the engine, 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:

1. for all coverages:
 - a) the **Named Insured** and
 - b) any director, officer, partner, employee, agent or stockholder of the **Named Insured** while that person is acting within their official capacity as such.
2. for all PART 1 - Liability Coverages except Coverages C, D and G (**Non-Owned Aircraft Liability Coverages** and **Products Liability Coverages**):
 - a) 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**;
 - b) any other person or organization but only for their legal liability, covered by this policy, which arises solely out of the acts or omissions of a person or organization in Paragraph 1. above.
3. Other than any persons or organizations described in Paragraph 1. above, none of the following is considered an **Insured** regardless of Paragraph 2.a) above:

- a) any person or organization or their agents or employees that are engaged in the design, manufacture, maintenance, repair, sale of **Aircraft**, **Aircraft** engines, components or accessories, or that are 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, or
- b) the owner, lessor or their agents or employees, of any **Non-Owned Aircraft** covered by this policy.

"Medical Expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and 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:

1. is not subject to motor vehicle registration, or
2. is used exclusively on **Premises** owned by or rented to the **Named Insured** including the roadways or property immediately adjoining, or
3. is designed for use principally off public roads.

"Named Insured" means the person(s) or organizations(s) shown in ITEM 1. of the Declarations.

"Non-Owned Aircraft" means any **Aircraft** except:

1. an **Aircraft** owned in whole or in part by or registered to the **Named Insured**,
2. a **Scheduled Aircraft**, or
3. an **Aircraft** having a seating configuration exceeding the "maximum number of seats" shown in the Declarations for Coverage C (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 will include **Bodily Injury** or **Property Damage** resulting from the efforts to prevent dangerous interference with any covered **Aircraft** 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 in, flying, or exiting from it after a ride, flight or attempted flight.

"Personal Injury" means any of the following offenses committed during the Policy Period:

1. false arrest, detention or imprisonment,
2. malicious prosecution,
3. wrongful entry or eviction,
4. invasion of the right of private occupancy or

5. libel or slander, except if it is committed with the **Insured's** consent and known by the **Insured** to be false.

"**Physical Damage**" means accidental, direct physical loss of or damage to **Scheduled Aircraft, Spare Engines or Spare Parts** during the Policy Period, 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**.

"**Property Damage**" means accidental damage to or destruction of the tangible property of others during the Policy Period 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 M - **Physical Damage** Coverage for **Scheduled Aircraft** in the Declarations or any **Aircraft** covered under Coverage U - Automatic Insurance for Newly Acquired **Aircraft**.

"**Spare Engines**" means propulsion engines and auxiliary power units that have been or that are intended to be installed in or on a **Scheduled Aircraft** or a **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 with 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:

1. the insured value of a **Scheduled Aircraft**, or
2. the actual cash value of any other covered property.

Theft of the property or disappearance of the entire **Aircraft** for more than thirty (30) days is considered a **Total Loss**.

PART 7 – EXCLUSIONS

This policy does not apply:

1. under any Coverage Part:
 - a) to liability assumed by the **Insured** in any type of agreement except as provided by Coverage I - Contractual Liability;

- b) to any obligation which the **Insured** or their insurance carrier may be held liable under any Workers' Compensation, unemployment compensation, disability benefits law or under any similar law;
- c) to **Bodily Injury, Personal Injury or Advertising 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 does 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 B - **Passenger** Voluntary Settlements;
- d) to any **Insured** while the **Aircraft is In-Flight** if piloted by other than the pilot or pilots designated in the Declarations;
- e) to **Bodily Injury, Property Damage**, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever, any consequential loss, or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, resulting 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.

It is understood and agreed that such radioactive material or other radioactive source in exclusion 1. (e) (2) or (3) above shall not include:

- 4) depleted uranium and natural uranium in any form;
- 5) radioisotopes which have reached the final stage of fabrication so as to be useable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

Loss, destruction, damage, expenses or legal liability in respect of the nuclear risks not excluded by reason of exclusion 1. (e) (2) or (3) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided as follows:

- 6) 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.
- 7) this policy shall only apply to an incident happening during the Policy Period and where any claim by the **Insured** against the **Company** or by any claimant against the **Insured** arising out of such incident shall have been made within three (3) years after the date thereof.

- 8) In the case of any claim for the loss of or destruction to or loss of use of an **Aircraft** caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale.

<u>Emitter</u> <u>IAEA Health and Safety Regulations:</u>	<u>Maximum permissible level of non-fixed radioactive surface contamination</u> <u>Averaged over 300 cm²</u>
Beta, Gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels/cm ²
All other alpha emitters	Not exceeding 0.4 Bequerels/cm ²

- 9) The coverage afforded by this exclusion e) may be cancelled at any time by the **Company** giving seven (7) days notice of cancellation.
- 10) 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;
 - (b) any person or organization is required to maintain financial protection pursuant to legislation in any country;
 - (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.
- f) to claims caused by any of the following:
- 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:
 - a) detonation of any device employing atomic or nuclear fission and/or fusion or other like reaction and any radioactive contamination and electromagnetic pulse resulting directly from such detonation, or
 - b) use of radioactive contamination or matter, or
 - 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) hijacking or any unlawful seizure or wrongful exercise of control of the **Aircraft** or **Crewmembers** in flight (including any attempt at such seizure or control) made by any person or persons on board the **Aircraft** acting without the consent of the **Insured**. For the purpose of this exclusion 1. f) only, an **Aircraft** is considered to be in flight at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation or when the **Aircraft** is in motion. A rotor-wing **Aircraft** shall be deemed to be in flight when the rotors are in motion as a result of engine power, the momentum generated therefrom, or autorotation.
 - 8) to 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.
- g) to claims for the following:
- 1) Any "injury, damage, loss or expense" based upon or arising out of the actual or alleged existence, presence, inhalation, absorption or ingestion of, or contact with, exposure to or use of "asbestos", including but not limited to the following:
 - (a) The installation, storage or handling of "asbestos";
 - (b) The manufacture, distribution, sale, application, mining, consumption, or disposal of "asbestos" or goods, products or materials containing "asbestos";
 - (c) The removal, abatement, containment, treatment, transportation or disposal of "asbestos";
 - (d) The presence or alleged presence of "asbestos" in any structures, manufacturing processes, products or materials, or in any media including the air, soil or groundwater; or
 - (e) Any directions, supervision, instructions, recommendations, warnings or advice given or which should have been given with respect to "asbestos".
 - 2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
 - (b) Claim or suit by or on behalf of a governmental entity or others for damages because of testing for, monitoring, cleaning up removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "asbestos".

This exclusion applies regardless of whether the **Insured** or others manufactured, distributed, sold, installed, or in any way handled, used, stored or controlled the "asbestos" and regardless of whether the alleged or actual presence of "asbestos" contributed concurrently or in any sequence to any "injury, damage, loss or expense".

Exception for Crash, Fire, Explosion, Collision or Recorded In-flight Emergency

This exclusion does not apply to any "injury, damage, loss or expense" otherwise covered by this policy caused by exposure to "asbestos" resulting from a crash, fire, explosion or collision, or a recorded **In-Flight** emergency causing abnormal **Aircraft** operations.

Definitions

For purposes of this exclusion the following definitions apply:

- 1) "Asbestos" means any form of the mineral known as asbestos or any form of impure magnesium silicate, including but not limited to any material, waste, equipment, device or product containing asbestos, or any dust or particles containing asbestos, whether or not the asbestos is friable and whether or not the asbestos is in or on any structure or in the air, soil, or groundwater or in any other media.
 - 2) "Injury, damage, loss or expense" means any injury, damage, loss or expense covered under this policy, and includes but is not limited to **Bodily Injury, Property Damage, Personal Injury** and **Advertising Injury**, medical expenses or any other coverages as may be defined under this policy or any applicable endorsement.
- h) to any liability including liability arising out of or assumed under contract, or any injury, loss or damage, including **Bodily Injury**, fear of **Bodily Injury** damage or fear of damage, **Personal Injury, Advertising Injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, **Property Damage** or any loss, cost or expense, loss of use including grounding, or any other claim, cost or expense whatsoever, directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving any of the following:
- 1) noise (whether audible to the human ear or not), vibration, sonic boom, and any phenomena associated with the foregoing;
 - 2) "pollution or contamination" of any kind whatsoever, or the exposure to pollution or contamination, or the fear of exposure to or the effects of pollution or contamination or the existence of pollution or contamination in any place or thing or in the atmosphere, land, or any watercourse or body of water, as well as any claim or suit by or on behalf of or any direction, demand or request or any statutory or regulatory requirement, or any voluntary decision, by or on behalf of any governmental authority or other alleged responsible party, that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of pollutants or contaminants;
 - 3) electrical or electromagnetic emission or interference of any kind whatsoever;
 - 4) interference with the use of property; or
 - 5) mold.

For purposes of this exclusion the following definitions apply:

"Pollution or contamination" means any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration, disposal or the mere presence of pollutants or contaminants in any form.

"Pollutants or contaminants" means any pollutant, contaminant or irritant, including, without limitation, any solid, liquid, gaseous or thermal pollutant, contaminant or irritant, or any air

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

"Waste" means any waste including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by an **Insured** or any person handling the waste.

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

A claim or claims covered by this policy, when combined with any claims excluded by this exclusion h) are referred to below as "Combined Claims."

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

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

- i) to any claim for **Property Damage**, **Bodily 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 the **Insured** or of any third party:
 - (1) computer hardware, including microprocessors,
 - (2) computer application software,
 - (3) computer operating systems and related software,
 - (4) computer networks,
 - (5) microprocessors, computer chips, or integrated circuits or other information technology equipment or systems.
 - (b) any other products or systems and any services, data, or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph 1) (a). of this exclusion;
 - (c) due to the inability to correctly recognize, process, distinguish, interpret or accept:
 - (1) the change of year from 1999 to 2000;

- (2) the change of date from August 21, 1999 to August 22, 1999;
 - (3) 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 an **Insured** or for an **Insured** to determine, rectify, or test for any potential or actual problems described in paragraph 1) of this exclusion.
- 2. under PART 1 - Liability Coverages and PART 2 - Defense, Settlement and Supplementary Payments of Liability Claims 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 D, E, F, and L;
 - 3. under PART 1 - Liability Coverages, and PART 2 - Defense, Settlement and Supplementary Payments of liability claims or PART 5 - **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;
 - 4. under PART 3 - **Physical Damage** Coverages, to any loss, damage, claim or expense:
 - a) which is due and confined to wear and tear, rust, corrosion, deterioration, freezing, 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 this policy. Damage resulting from the breakdown, failure or malfunction of an engine component, accessory or part (as noted on the manufacturer's parts list for the engine or accessory) is considered "mechanical breakdown" of the entire engine.
 - b) 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.
 - c) to any of the **Aircraft's** turbine engines (including its turbine powered auxiliary power units) caused by heat resulting from starting, attempted starting, operation or shutdown thereof.
 - d) caused by the embezzlement, secretion or conversion of the insured property.
 - e) due to depreciation in the value of, or arising from the loss of use of the insured property.

PART 8 - LIMITS OF THE COMPANY'S LIABILITY

Other Insurance

Except with respect to insurance provided by this 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 this policy, the **Company** will 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 under this policy bears to the total applicable limits of all other valid and collectible insurance.

Total Liability for PART 1 – Liability Coverages

The Limits apply separately to each insured **Aircraft** and each **Insured**, but regardless of the number of **Insureds** under this policy; persons or organizations who sustain **Bodily Injury, Personal Injury, Advertising Injury** or **Property Damage**, claims made, or suits brought because of **Bodily Injury, Personal Injury, Advertising Injury** or **Property Damage**, the **Company's** total liability for all damages 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** Liability, all **Bodily Injury, Personal Injury, Advertising Injury** and **Property Damage** arising out of continuous or repeated exposure to the same general conditions will be considered arising out of one **Occurrence**.

Total Liability for PART 3 - 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**;
 - 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 prorated 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** liability, with respect to such property, will end.

2. In the event of a **Partial Loss**, the **Company's** liability will not exceed:
 - a) the total of the following items, less any applicable deductible, if the repairs are made by an **Insured**:
 - 1) the **Insured's** net costs for necessary material and parts of like kind and quality;
 - 2) transportation costs;
 - 3) 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
 - 4) 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 not to exceed one hundred and fifty percent (150%) of actual wages.

- b) the total of the following items, less any applicable deductible, if the repairs are made by other than the **Insured**:
- 1) the net cost to the **Insured** to make repairs with material and parts of like kind and quality;
 - 2) 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 five percent (5%) of the repair cost estimate or five thousand dollars (\$5,000), whichever is less. This paragraph will not apply unless the **Aircraft** is being repaired away from its primary base of operations;
 - 3) 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, or (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.

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 N, the **Named Insured's** financial interest in any **Spare Engine** or **Spare Part**, its actual cash value, or the applicable Limit of Liability shown in the Declarations, whichever is less.

If the **Company** pays a claim for a **Partial Loss** in an amount equal to the sum payable for a **Total Loss**, the **Company** will, at its option, be entitled to all the salvage. There will, however, be no abandonment of the salvage to the **Company** without its prior consent.

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 covered 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 appraisers will determine the amount of the loss. The **Named Insured** and the **Company** will each pay its 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.

In the event of a **Partial Loss**, whether or not such loss is covered by this 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.

The **Company** has the right to return stolen property any time before the loss is paid with payment for any resultant **Physical Damage**.

The amount specified as a deductible (if any) for **Scheduled Aircraft** does not apply to any **Total Losses**, arranged **Total Losses** or any losses 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 by the **Company** under another policy.

Total Liability of PART 4 - 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 Part.

Severability of Interests

The Limits and coverages apply separately to each **Insured**, but the inclusion within this policy of more than one **Insured** will not increase the applicable Limits of the **Company's** total Liability.

Two or More Aircraft Insured by this Policy

In the event that two or more **Aircraft** are covered by this policy, the applicable Limits of Liability and deductibles (if any) will apply separately to each except that coverage provided by Coverage G and Coverage K hereunder is subject to an aggregate Limit for the Policy Period, regardless how many **Aircraft** are covered hereunder.

PART 9 - 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 their legal representative(s) agree to:

1. 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 PART 2 of this policy;
2. promptly contact the **Company** and follow up with prompt written notice including (if known) the:
 - a) time, place and description of events;
 - b) names and locations of **Passengers**, witnesses, injured or deceased persons;
 - c) location and description of any damaged property or **Aircraft**;
3. immediately forward to the **Company** every demand, notice, summons, legal paper, or any other process they receive;
4. cooperate and assist the **Company** in all matters of any claim or suit;
5. 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**;
6. authorize the **Company** to obtain any records relating to a loss;
7. not abandon the **Aircraft** or any other salvage without the **Company's** prior consent;
8. 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 deemed incurred at the **Company's** request. Any further loss or damage due to the **Insured's** failure to reasonably protect the covered property will not be covered by this policy;
9. promptly report any suspected theft or vandalism to the local police;

10. allow the **Company** the option to inspect any **Aircraft** or covered property before any repairs begin or its disposal;
11. file with the **Company** within sixty (60) 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;
12. 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;
13. if requested, provide clear title to the **Company** for any property salvage at the time **Total Loss** payment is made by the **Company**;
14. 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.

PART 10 - OTHER CONDITIONS OF INSURANCE

Changing the Policy

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

Inspection

The **Company**, or their authorized representative will be permitted to inspect the covered property and any of its records during the Policy Period and for one year afterward.

The Company's Rights of Recovery

In the event of any payment made under this 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.

This Policy Conforms to State Law

If the terms of this policy conflict with the **Named Insured's** state or province law, the policy terms are deemed amended as necessary to comply with that law.

Transfer of the Policy to Others

Interest in this 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 their legal representative notifies the **Company** within sixty (60) days of the judgment or death, effective the date of the death or judgment, 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.

Cancellation and Non-Renewal of this Policy

This policy may be canceled by the **Named Insured** by mailing prior written notice to the **Company** stating when the cancellation will be effective. This policy may be canceled by the **Company** by mailing to the first **Named Insured** at the first address shown in Item 2. of the Declarations stating when, not less than ninety (90) days thereafter, the cancellation will be effective. However, only fifteen (15) 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 the 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.

The **Company** will mail written notice of non-renewal to the first **Named Insured** at least ninety (90) days prior to the expiration date of this policy in the event either decided not to renew this 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**.

Financial Responsibility Laws

This section applies to PART1 – Liability Coverages.

When this policy is certified as proof of financial responsibility for the future under the provisions of any **Aircraft** financial responsibility law, the insurance afforded by this policy for **Bodily Injury** and **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 this 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 this policy except for the agreement in this paragraph.

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 this policy and the amount of loss has been determined as set forth below:

LIABILITY COVERAGES - With respect to PART 1 - 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** or the **Company**. Any person, organization or their legal representative who has secured such judgment or written agreement will be entitled to recover under this policy to the extent of the coverages provided by this policy. No person or organization will have any right under this 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 their 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 this policy.

PHYSICAL DAMAGE COVERAGES - With respect to PART 3 - **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 PART 8 of this policy. Any action against the **Company** must be taken within one (1) year after the date of the loss.

ADDITIONAL COVERAGES - With respect to all other 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 (1) year after the date of the loss.

Cross Liability

This policy will cover claims by one **Insured** against another **Insured** and will provide the coverage as if a separate policy had been issued to each **Insured**. However, in no event will this act to increase or change the Limits of the **Company's** Liability nor will it change any of the other terms, conditions or exclusions of this policy.

Certificates of Insurance

If the **Company** issues a Certificate of Insurance for or on behalf of the **Named Insured**, including any certificates required by military or governmental authorities, this policy automatically provides the insurance as is evidenced in that certificate.

Although this policy provides coverage in Mexico, the Mexican Government may require proof of **Aircraft** liability written through a Mexican insurance company. If the **Insured** does not have proof of Mexican liability insurance, the **Aircraft** may 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 **Company** if needed.

Declarations of this Policy

By acceptance of this policy, the **Named Insured** agrees that the statements in the Declarations are their agreements and representations and, that this policy is issued in reliance upon the truth of those representations. This policy embodies all agreements existing among the **Named Insured**, the **Insured** and the **Company** or any of its agents relating to this insurance.

Violation of Statute

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

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This Policy is amended as follows:

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

- The scheduled persons or organizations are included as additional **Insured**.
- The scheduled persons or organizations are the registered owner of and are included as additional **Insured**.
- The scheduled persons or organizations are included as additional **Insured** but only with respect to liability coverages.
- The scheduled persons or organizations are included as additional **Insured** under liability coverages, but only with respect to operations of the **Named Insured**.
- The scheduled persons or organizations are included as additional **Insured** but only with respect to operations of the **Named Insured**.
- Workmanship Exclusion - With respect to the additional **Insured(s)** added hereunder, coverage does not apply to any **Occurrence** arising from the design, manufacture, modification, repair, sale, or servicing of the **Aircraft** or **Aircraft** parts, other than ground handling by the additional **Insured**.

Name	Address

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

In consideration of _____ premium of \$_____, the following **Aircraft** is _____.

PART 1 – LIABILITY COVERAGES and/or PART 3 – PHYSICAL DAMAGE COVERAGES

Coverage A - Liability for Scheduled Aircraft

Registration No.	Make/Model	Year	Seats	Liability Limit
				\$
				\$
				\$
				\$

Coverage M - Physical Damage Coverage for Scheduled Aircraft

Registration No.	Make/Model	Year	Value	Deductible	
				In Motion	Not In Motion
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BAIL BONDS AMENDMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of an _____ premium of \$_____, this policy is amended as follows:

PART 2 – DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS OF LIABILITY CLAIMS

Paragraph 3. of PART 2 - **DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS OF LIABILITY CLAIMS** is deleted in its entirety and replaced by the following:

3. the cost of bail bonds, up to \$_____ 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 use of **Aircraft** or premises. However, the **Company** has no obligation to furnish or apply for any bail bonds.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION CLAUSE AMENDMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

The **CANCELLATION AND NON-RENEWAL PROVISION OF PART 10 - OTHER CONDITIONS** is amended by deleting paragraphs 1 and 2 in their entirety and replacing them as follows:

This policy may be cancelled by the **Named Insured** by mailing to the **Company** written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the **Company** by mailing to the **Named Insured** at the address shown in this policy written notice stating when not less than _____ days (fifteen (15) days if for non-payment of premium) 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** or the **Company** 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** cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effective and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The **Company's** check or the check of their representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the **Named Insured**.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of a return premium of \$_____, this policy is cancelled.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSEQUENTIAL LOSS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy will not cover any claim for damages arising from, or in consequence of interruption of service from the following:

- a). Power transmission lines
- b). Television broadcasting
- c). Radio broadcasting
- d). Microwave transmissions
- e). Telegraph or telephone transmission lines
- f). Gas, steam, oil or any other instruments of power or fluid transmissions

This policy also excludes any loss arising or in consequence of changes or variations in such transmission.

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CREW TRAINING ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

Whenever an **Aircraft** described in the Declarations of the policy is being used, on behalf of the **Named Insured**, for **In-Flight** crew training of Pilots specified in the Declarations under an existing agreement concerning such training between the **Named Insured** and the **Company** or individual scheduled below.

1. The organization or individual scheduled below, its officers, directors, agents and employees (but only while acting within the scope of their official duties as such) shall be included as additional **Insureds** solely as respects the insurance afforded under Liability Coverages shown in the Declarations.
2. The **Company** waives The **Company's Rights of Recovery Condition** in the policy, but only to the extent the **Named Insured** has waived its rights of recovery against the organization or individual scheduled below, and its officers, directors, agents and employees (but only while acting within the scope of their duties as such).
3. The **Company** waives policy exclusion 1. a) but only to the extent that the **Named Insured** may have legally assumed liability under said agreement.
4. The **Company** shall give 45 days prior notice (but only 15 days notice in the event of non-payment of premium) to the organization or individual scheduled below in the event the policy is cancelled by the **Company**.
5. Nothing contained herein shall prejudice the **Company's** right of subrogation for damages arising from the repair, or servicing of such **Aircraft** by the organization or individual scheduled below

Schedule

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

With respect to Coverage A – Liability for Scheduled Aircraft only, appearing in the Insuring Agreements, the Date Change Recognition Exclusion shall not apply to any sums which the **Insured** shall become legally liable to pay as damages because of **Bodily Injury** or **Property Damage** resulting from a covered **Occurrence**.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

With respect to _____, the Deductibles set forth in the Declarations, are amended as follows:

Not **In motion**: \$ _____

In motion, ingestion or mooring: \$ _____

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFERRED PREMIUM PAYMENTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

The premium due and payable by this endorsement shall apply as respects:

The premium shall be payable in the following installments:

<u>Due Date & Payable</u>	<u>Amount</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of ____ premium of \$____, this policy is amended as follows:

The following endorsements are deleted in their entirety:

ENDORSEMENT NUMBER	ENDORSEMENT TITLE

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DISAPPEARANCE AMENDMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of an _____ premium of \$_____, this policy is amended as follows:

PART 3 – PHYSICAL DAMAGES COVERAGES

Coverage M – Physical Damage Coverage for Scheduled Aircraft

The **Company** will promptly pay for any **Physical Damage** to a **Scheduled Aircraft** that occurs during the Policy Period including its disappearance or theft, resulting in non-recovery for _____ days, less any applicable Deductible. 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.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDED PILOTS ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

This policy does not apply to any **Insured** while the **Aircraft** is **In-Flight** where any person scheduled below is acting as a **Crewmember**, receiving flight instruction or manipulating the controls in any manner whatsoever.

Schedule

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of an additional premium of \$_____, this policy is amended as follows:

The policy of which this Endorsement forms part includes War, Hi-jacking and Other Perils, exclusion f:

1. All sub-paragraphs other than (b) of War, Hi-jacking and Other Perils exclusion f are deleted subject to all terms and conditions of this Endorsement.
2. EXCLUSION applicable only to any coverage extended in respect of the deletion of sub-paragraph (a) of War, Hi-jacking and Other Perils exclusion, f .

Coverage 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. LIMITATION OF LIABILITY

The Limit of the **Company's** Liability with respect to the coverage provided by this Endorsement shall be US \$_____ or the applicable policy Limit, whichever the lesser, any one **Occurrence** and in the Annual Aggregate (the "sub-limit"). This sub-limit shall apply within the full policy Limit and not in addition thereto.

To the extent coverage is afforded to an **Insured** under the policy, this sub-limit shall not apply to such **Insured's** liability:

- (a). to the **Passengers** (and for their baggage and personal effects) of any **Aircraft** operator to whom the policy affords cover for liability to its **Passengers** arising out of its operation of **Aircraft**;
- (b). for cargo and mail while it is on board the **Aircraft** of any **Aircraft** operator to whom the policy affords cover for liability for such cargo and mail arising out of its operations of **Aircraft**.

4. AUTOMATIC TERMINATION

To the extent provided below, coverage extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i). All coverage.
 - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America;
- (ii). Any coverage extended in respect of the deletion of sub-paragraph (a) of 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;
- (iii). All coverage with respect to 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 coverage provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue with respect to such **Aircraft** until completion of its first landing thereafter and any **Passengers** have disembarked.

5. REVIEW AND CANCELLATION

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

The **Company** may give notice to review Premium and/or geographical limits such notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which notice is given.

- (b). Limited Cancellation (48 hours).

Following a hostile detonation as specified in paragraph 4. (ii) above, the **Company** may give notice of cancellation of one or more parts of the coverage provided by paragraph 1. of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of War, Hi-jacking and Other Perils exclusion f . Such notice IS to become effective on the expiration of forty-eight hours from 23.59 hours G.M.T. on the day on which notice is given.

- (c). Cancellation (7 Days).

The coverage provided by this Endorsement may be cancelled by either the **Company** or the **Insured** by giving notice to become effective on the expiry of seven days from 23.59 hours G.M.T. 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.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXTENDED COVERAGE ENDORSEMENT
WAR RISK FOR PHYSICAL DAMAGE COVERAGE
EXTORTION AND HI-JACKING EXTRA EXPENSE COVERAGE
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of \$_____ additional premium, this policy is amended as follows:

This coverage is subject to all the terms and conditions shown both in this policy as well as this endorsement. It does not change any coverage or terms except as specifically stated below. The **Insured** is responsible for using all reasonable efforts to ensure that all required permits for **Aircraft** operations as well as all state and local laws are complied within the country of operation or the country where a loss or expense is incurred.

SECTION ONE

WAR RISK COVERAGE FOR AIRCRAFT PHYSICAL DAMAGE

The **Company** will pay for the physical loss of or **Physical Damage** to any **Scheduled Aircraft** (unless excluded by Exclusion (G) below) that is caused by an **Occurrence** during the Policy Period arising out of any of the following perils:

- (a). war, whether declared or undeclared, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or any attempt of usurpation of power;
- (b). any strikes, riots, civil commotions or labor disturbances;
- (c). 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;
- (d). any malicious act or act of sabotage;
- (e). confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title, use by, or under the order of any government, public or local authority, whether civil, military or de facto;
- (f). hi-jacking or any unlawful seizure or wrongful exercise of control of a **Scheduled Aircraft** or crew in flight (including any attempt at such seizure or control) made by any person or persons on

board the **Scheduled Aircraft** acting without the consent of the **Insured**.

This section also covers the physical loss of or **Physical Damage** to a **Scheduled Aircraft** while that **Scheduled Aircraft** is outside the control of the **Insured** because of any of the above perils. The **Aircraft** will be covered until its safe return to the **Insured**.

The **Scheduled Aircraft** shall be deemed to have been restored to the control of the **Insured** on the safe return of the **Scheduled Aircraft** to the **Insured** at an airfield not excluded by the geographical limits of this endorsement 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.

SECTION TWO

"EXTORTION, HI-JACKING, AND CONFISCATION EXPENSE COVERAGE"

Extortion, Expense Coverage

Subject to the Limits described below, the **Company** will reimburse the **Named Insured** for ninety percent (90%) of any payment properly made for threats made during the Policy Period against any **Scheduled Aircraft** covered by this endorsement.

Hi-jacking and Confiscation Expense Coverage

Subject to the Limits described below, the **Company** will reimburse the **Named Insured** for ninety percent (90%) of any required extra expenses incurred following any type of confiscation or hi-jacking that takes place during the Policy Period as described in paragraphs (e) and (f) of SECTION ONE of this endorsement.

Limits of the Company's Liability for Section Two Coverages

The most that the **Company** will reimburse the **Named Insured** for any one **Occurrence** is an amount equal to ninety percent (90%) of the net cost to the **Named Insured** of any payment(s) made but not exceeding:

- A). ninety percent (90%) of the Insured Value of the **Scheduled Aircraft** involved, or
- B). \$1,000,000.00, whichever is less.

The **Insured** warrants that the remaining ten percent (10%) of any payment made is not insured elsewhere.

For the purpose of this coverage, any series of related events, losses or expenses connected to any hi-jacking, extortion, or confiscation will be considered one **Occurrence**.

SECTION THREE

EXCLUSIONS APPLICABLE TO ALL COVERAGES PROVIDED BY THIS ENDORSEMENT

This endorsement will not cover any loss, damage or expense arising out of:

- A). war, whether declared or undeclared between any of the following countries: The United Kingdom, The United States of America, France, The Russian Federation, or The Peoples Republic of China. If any **Scheduled Aircraft** covered by this endorsement is in the air when an outbreak of war occurs, this exclusion will not apply until that **Scheduled Aircraft** completes its first landing;

- B). detonation, whether hostile or otherwise, of any weapon of war employing atomic or nuclear fission and/or fusion or any other similar reaction;
- C). any loss or damage caused by radioactive force or matter;
- D). any failure to provide any type of bond, security or any other financial cause whether or not required under a court order;
- E). the repossession or any attempt at repossession by any person or organization having any legal title or lien on the scheduled aircraft or any other type of legal contractual relationship with the **Insured**;
- F). any type of delay, loss of use or any other type of consequential loss whether or not the **Scheduled Aircraft** is lost or damaged except as specifically provided under the SECTION TWO coverages of this endorsement;
- G). any **Occurrence** involving the following **Scheduled Aircraft** (if any) which the **Named Insured** has elected not to cover by this endorsement:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Registration No.</u>

AUTOMATIC TERMINATION OF COVERAGE, CANCELLATION, AND AMENDMENT OF TERMS

Cancellation or Amendment of Terms by Notice

The applicable sections of the "Cancellation and Non-Renewal of this Policy" shown in PART 10 - OTHER CONDITIONS OF INSURANCE section of this policy are changed to read:

The coverage provided by this endorsement can be cancelled, non-renewed or the rate of premium or geographical limits changed by the **Company** with the mailing or delivering of seven (7) days prior written notice to the first **Named Insured** at the first address shown in Item 2. of the Declarations. The proof of delivery or mailing to the first **Named Insured** will be sufficient proof of notice to all **Named Insureds**.

Automatic Termination of Coverage

All coverages provided by this endorsement will automatically terminate without any prior notice to the **Named Insured** if any of the following events occur:

1. Any hostile detonation, of any weapon of war employing atomic or nuclear fission and/or fusion or radioactive force or matter, whenever the detonation occurs whether or not a **Scheduled Aircraft** covered by this endorsement is involved.
2. War, whether declared or undeclared, between any of the following countries: The United Kingdom, The United States of America, France, The Russian Federation, or the Peoples Republic of China. If any **Scheduled Aircraft** covered by this endorsement is in the air when an outbreak of war occurs, coverage for that **Scheduled Aircraft** will only apply until that **Aircraft** completes its first landing.

COVERAGE AS PROVIDED UNDER THIS ENDORSEMENT SHALL EXCLUDE ALL REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA EXPENSE EXTENDED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

Coverage Q - Temporary Replacement Aircraft Rental Expense, is deleted and replaced with the following:

Coverage Q - Temporary Replacement Aircraft Rental Expense

\$ _____ Each day for no more than a maximum coverage period of _____ days; not to exceed:

\$ _____ Each Loss

Minimum required repair period: _____ days

If a **Scheduled Aircraft** suffers a **Physical Damage** loss covered under this policy, the **Company** will promptly pay the **Named Insured's** "Extra Expense" of leasing or renting a temporary replacement **Aircraft** while the **Scheduled Aircraft** is being repaired.

This Coverage section does not apply to "Extra Expense(s)" incurred:

1. unless the actual time required to repair the damaged **Aircraft** exceeds the "minimum required repair period" shown under this Coverage;
2. if another **Aircraft** is available at no extra charge for its use;
3. if the **Named Insured** acquires through ownership, lease, lease-purchase option, or otherwise, a permanent replacement for the damaged **Aircraft**;
4. if the **Scheduled Aircraft** is a total loss and the **Company** has offered the **Named Insured** a proof of loss;
5. beyond the "maximum coverage period" for this coverage as shown in the Declarations.

As used in this Coverage, "Extra Expenses" means that portion of the actual cost of leasing or renting a replacement **Aircraft** which exceeds the cost the **Named Insured** would have incurred if they could have operated the **Scheduled Aircraft** had it not been damaged.

In the event that the **Named Insured** is not able to lease or rent a suitable temporary replacement **Aircraft**, the **Company** will pay the **Named Insured's** rental, lease, mortgage, or lease-purchase obligation pertaining to the damaged **Aircraft** subject to a maximum of:

\$ _____ Per Month

\$ _____ Per Loss

All other provisions of this policy remain the same.

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ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINAL ADJUSTMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

It is agreed that _____ is _____ as respects the _____.

It is further agreed the _____ premium shall be paid as follows;

<u>Date Due</u>	<u>Amount</u>
	\$ _____
	\$ _____

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

At the request of the **Named Insured**, the Premium for this policy has been financed in whole or in part through (hereinafter called the Lender).

- (a). Any and all return premiums made under this policy shall be paid to the Producer of Record, who will be responsible for return premiums to the Lender.
- (b). Written notice from the Lender demanding cancellation of this policy for non-payment of premium may be treated by the **Company** as a request by the **Named Insured** to cancel the policy. However, if the **Company** elects to cancel the policy, upon receipt of such demand, the **Company** shall give notice of cancellation as required by the policy, but for all other purposes such cancellation shall be deemed cancellation by the **Named Insured**, and the premium shall be refunded on a pro-rata basis.
- (c). **Physical Damage** loss, if any, under this policy shall be adjusted with the **Named Insured** and payable to the **Named Insured** and the said Lender, as their respective interests may appear.

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

KNOWLEDGE OF OCCURRENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

1. KNOWLEDGE OF OCCURRENCE

It is agreed that knowledge of an **Occurrence** by an agent, servant or employee of the **Insured** will not in itself constitute knowledge by the **Insured** unless such notice has been received by the employee of the **Insured** who is responsible for the procurement and administration of insurance.

2. INADVERTENT FAILURE TO REPORT

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 the **Insured** notifies the **Company** within a reasonable time after the error or omission is discovered.

3. FAILURE TO NOTIFY

The **Insured's** rights under this policy will not be affected if it fails to give notice of an accident or **Occurrence** solely because it reasonably believed that the accident or **Occurrence** was not covered under this policy.

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIENHOLDER'S INTEREST ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

Loss, if any, under any **Physical Damage** coverage provided by this policy, shall be payable to the **Insured**, and _____, (hereinafter called the Lienholder) as interest may appear.

1. As to the interest of the said Lienholder only, the insurance afforded by any **Physical Damage** coverage of this policy shall not be invalidated by any act or neglect of the **Named Insured** nor by any change in the title or ownership of the **Aircraft** but conversion, embezzlement or secretion by or at the direction of the **Named Insured** is not covered hereunder; provided however that:
 - (a). in case the **Named Insured** shall neglect to pay any premium due under this policy the Lienholder shall, on demand, pay the premium; and
 - (b). the Lienholder shall notify the **Company** of any change of title or ownership of the **Aircraft** or apparent increase of hazard, which shall come to the knowledge of the Lienholder, and, unless permitted by this policy, it shall be endorsed thereon and the Lienholder shall, on demand, pay the premium for such increased hazard.
2. The liability of the **Company** to any Lienholder under the provisions of Paragraph 1 of this endorsement shall not exceed:
 - (a). the unpaid balance due on liens pertaining to the **Aircraft** less unearned interest and unpaid installments more than 10 days overdue on the date of loss or damage; nor
 - (b). the amount of lien recited in Paragraph 6 of this endorsement, which would have remained unpaid at the time of the loss or damage had all payments been made when not more than 10 days overdue; nor
 - (c). the Insured Value of the **Aircraft** as stated in this policy, whichever is less.
3. Whenever the **Company** shall pay any sum for loss, damage or expense under any **Physical Damage** coverage of this policy and claim that, as to the **Named Insured**, no liability existed therefor, the Lienholder shall thereupon, to the extent of such payment, assign, deliver and convey all interest that the Lienholder may have in said **Aircraft**, all instruments of security pertaining thereto and rights against the **Named Insured**, to the **Company**. The **Named Insured**

agrees to promptly reimburse the **Company** for any sum paid for loss, damage or expense which the **Company** would not have been obligated to pay but for the provisions of Paragraph 1 of this endorsement.

4. No provision in this policy in relation to deductions from any loss payable, shall be applicable to any payment to the Lienholder under Paragraph 1 of this endorsement other than as set forth in this endorsement.
5. In the event this policy or this endorsement is cancelled by the **Company** 30 days (ten days if for non payment of premium) prior notice shall be sent to the said Lienholder named herein.
6. This endorsement shall be applicable only with respect to the **Aircraft** identified below.

Schedule

VALUE AS RECORDED WHEN FINANCED BUT NOT TO EXCEED THE INSURED VALUE OF THE AIRCRAFT.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

Any loss under **Physical Damage** coverage is payable as interest may appear to the **Named Insured** and the following Loss Payee:

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MECHANIC'S TOOLS ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of Additional Premium of \$_____, this policy is amended as follows:

1. INSURING AGREEMENT

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 their duties as such.

2. LIMIT OF LIABILITY

The **Company** shall not be liable for more than the actual cash value of any tool insured, but in no event shall the **Company** be liable for more than:

\$ _____ Each Employee

\$ _____ Each **Occurrence**

Subject to a deductible of: \$ _____ Each **Occurrence**/Each Employee

3. EXCLUSIONS

This endorsement does 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 or loss or shortage disclosed upon taking inventory;
- g. infidelity or 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 this endorsement applies.

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL MALPRACTICE EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

While the **Aircraft** is used for (a) air ambulance or (b) the transportation of cadavers or body organs, tissues, or fluids (including derivatives thereof) this policy shall not apply to and the **Company** shall not be liable for any:

- A. Claims resulting from **Bodily Injury** or **Property Damage** due to:
 - 1. The rendering of or failure to render
 - a). medical, surgical, dental, x-ray, or nursing service or treatment, massage, physiotherapy, chiropractic, hearing aid, optical, optometrical services or treatments or the furnishing of food or beverages in connection therewith;
 - b). any professional service, test or treatment conducive to health or of a professional nature;
 - c). any cosmetic or tonsorial service or treatment.
 - 2. The handling or furnishing of body organs, body tissue, or fluids (including derivatives thereof) or the handling, furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances or equipment.
 - 3. The handling of or performing of autopsies on cadavers.
 - 4. The aggravation of existing injuries, unless arising out of an **Occurrence** involving the covered **Aircraft**.
- B. Legal obligation of the **Insured** to pay any sum as damages because of mental anguish arising out of the transportation of cadavers, body organs, tissue or fluids (including derivatives thereof).
- C. Damage to any cadaver, body organ, tissue or fluids (including derivatives thereof) is deemed to be **Property Damage** and is not covered herein.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEXICO ENDORSEMENT - WARNING

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

Unless you have automobile or aircraft insurance written by a Mexican insurance company, you may spend many hours or days in jail if you have an accident in Mexico. Insurance coverage should be secured from a company licensed under the laws of Mexico to write such insurance in order to avoid complications and some other penalties possible under the laws of Mexico, including the possible impoundment of your automobile or aircraft.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTHLY REPORT BILLING ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

The earned Premium for the period _____ to _____ is \$_____.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

The **Named Insured** and/or Address set forth on the Declarations is _____ to read as follows:

ITEM 1. **Named Insured:** _____

ITEM 2. Address: _____
City, State Zip: _____

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

1. This insurance does not apply to any liability, including liability arising out of or assumed under contract, or any injury, loss or damage, including **Bodily Injury**, fear of **Bodily Injury**, damage or fear of damage, **Personal Injury**, **Advertising Injury**, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, **Property Damage** or any loss, cost or expense, loss of use including grounding, or any other claim, cost or expense whatsoever, directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving:
 - a. Noise (whether audible to the human ear or not), vibration, sonic boom, and any phenomena associated with the foregoing; or
 - b. "Pollution or Contamination" of any kind whatsoever, or the exposure to pollution or contamination, or the fear of exposure to or the effects of "pollution or contamination" or the existence of "pollution or contamination" in any place or thing or in the atmosphere, land, or any watercourse or body of water, as well as any claim or suit by or on behalf of or any direction, demand or request or any statutory or regulatory requirement, or any voluntary decision, by or on behalf of any governmental authority or other alleged responsible party, that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants or contaminants"; or
 - c. Electrical or electromagnetic emission or interference of any kind whatsoever; or
 - d. Interference with the use of property.
2. For purposes of this Exclusion:
 - a. "Pollution or Contamination"¹ means any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration, disposal or the mere presence of "pollutants or contaminants" in any form.

¹ Unbolded defined terms within the endorsement as not to be confused with defined terms in the Definitions. This is consistent with ISO's approach.

- b. "Pollutants or Contaminants" means any pollutant, contaminant or irritant, including, without limitation, any solid, liquid, gaseous or thermal pollutant, contaminant or irritant, or any air emission, smoke, vapor, soot, fume, acid, alkali, chemical, or nuclear material alleged to be possible or probable carcinogenic, odor, oil or other petroleum product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for human consumption), or "waste" of any kind whatsoever, including solid waste, waste water, waste oil, infectious medical waste, and human, animal or vegetable waste.
 - c. "Waste" means any waste including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.
- 3. With respect to any provision in this policy concerning the duty of the **Company** to investigate or defend claims, such provision shall not apply and the **Company** shall not be required to defend claims excluded by paragraph 1 above.
- 4. This exclusion shall not apply to any claim for **Bodily Injury** or **Physical Damage** to tangible property that result from a crash, fire, explosion or collision of "Completed Aircraft", or results from a recorded **In-Flight** emergency causing abnormal aircraft operation of "Completed Aircraft." For purposes of this subsection, "Completed Aircraft" means an **Aircraft** completely assembled and capable of motion under its own power.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NON-RENEWAL AVIATION INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

CANCELLATION:

You are hereby notified that in accordance with the terms and conditions of the policy specified below, that such insurance will cease at and from the hour and date shown. If the address shown below is in Michigan or Arizona and a Premium has been paid, refer also to the Remarks section below. If the Address below is not in Michigan or Arizona, Premium adjustment will be made as soon as practical after cancellation is effective.

NON-RENEWAL:

You are hereby notified that in accordance with the terms and conditions of the policy specified below that such policy will expire at the date and hour shown, and will not be renewed.

THIS NOTICE MAILED TO:

CANCELLATION/NON-RENEWAL

EFFECTIVE DATE:

12:01 A.M.STANDARD TIME

COMPANY OF ISSUE:

POLICY NUMBER:

TODAY'S DATE:

REMARKS (if required by your state's insurance regulations)

ATTACH POST OFFICE RECEIPT FORM 3817 HERE

By: _____
Authorized Representative

I hereby certify that I personally mailed in the U.S. Post Office this Notice of Cancellation, an exact carbon copy of which appears above, and received from the U.S. Post Office the attached receipt (Form 3817) of such notice for mailing showing the date of mailing.

Signature: _____

Office: _____

Copies to:

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE TO POLICYHOLDERS

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

50/50 PROVISIONAL CLAIMS SETTLEMENT CLAUSE

This policy providing "All Risks **Physical Damage**" coverage contains the War, Hi-Jacking, and Other Perils Exclusion, f. Should the **Named Insured** under this policy also maintain a concurrent "Hull War Risks" policy which covers certain of the risks excluded by this policy and if such policy also includes a 50/50 provisional claims settlement clause, then, in the event of loss of or damage to a **Scheduled Aircraft** covered by this policy but which could also be a valid claim under the "Hull War Risks" policy and both insurers cannot agree within a reasonable time which policy is liable, then each insurer will advance to the **Insured** 50% of the amount mutually agreed until such time as a final settlement of the claim is resolved. Such payment of the physical damage claim, however, shall not prejudice each insurer's liability.

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNER / LESSOR ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

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

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL DAMAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

The description of **Aircraft** and **Physical Damage** Coverage set forth in the Declarations is _____ to read as follows:

<u>Registration Number</u>	<u>Make/ Model</u>	<u>Year Built</u>	<u>Seats C / P</u>	<u>Insured Value</u>	<u>Physical Damage Coverage</u>	<u>Premium</u>	<u>Deductibles In Motion/Not in Motion</u>
				\$		\$	\$
				\$		\$	\$
				\$		\$	\$
				\$		\$	\$

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PILOT WARRANTY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is _____ as follows:

It is a condition of this insurance that when **In-Flight**, the **Aircraft** will be operated only by Pilot(s) specified below:

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. _____ issued to _____
by _____.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY PERIOD REVISION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of _____ premium of \$_____, the Policy Period is amended to read as follows:

ITEM 3. Policy Period:

From: _____ To: _____
At 12:01 A.M. standard time at the first address shown on the Declarations Page.

With respect to the Aggregate Liability Limits, such Limits shall be extended by the pro-rata of the policy extension, but shall not exceed the Limit shown on the Declarations Page for such coverage.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCER CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

The Producer shown in the Declarations is amended as follows:

- 1. The following is hereby deleted as Producer:

Producer: _____
Address: _____
City, State Zip: _____

- 2. The following is hereby added as Producer:

Producer: _____
Address: _____
City, State Zip: _____

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFIT COMMISSION CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

The **Company** shall return to the **Named Insured** upon renewal of this policy by the **Named Insured** for a twelve (12) month period an amount equal to _____ of the following:

_____ of the earned Premium less paid claims, reserves, and claims expenses. Such return Premium shall be provisional only and shall be subject to further adjustment when the reserves and expenses have been finalized.

This Endorsement applies to: (Only the item(s) indicated by an "X" shall apply.)

ALL PREMIUMS

In the event that no claims are made under this policy the **Company**, after expiration of the Policy Period, will return _____% of all Premiums earned during the Policy Period. The **Company** reserves the right to charge back to the **Insured** such Premiums returned in the event a claim is made after expiration of this policy.

PHYSICAL DAMAGE PREMIUMS ONLY

In the event that no claims are made under the **Physical Damage** section of this policy, the **Company**, after expiration of the Policy Period, will return _____% of all **Physical Damage** premiums earned during the Policy Period. The **Company** reserves the right to charge back to the **Insured** such premiums returned in the event a claim is made after expiration of this policy.

WAR PREMIUM

This endorsement does not apply with respect to Premium or losses under any War, Hi-Jacking, Extortion and Other Perils Extended Coverage that may be provided by this policy.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PURPOSE OF USE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

The Purpose of Use set forth in the Declarations is _____ as follows:

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

QUOTA SHARE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

In consideration of the payment of Premium, in reliance upon the statements made in the Declarations herein, and subject to all the terms and conditions and Insuring Agreements and endorsements of this policy including the Limits of Liability, the **Company** agrees with the **Named Insured** that this policy only insures _____% pro rata proportion of 100% of this insurance policy.

It is warranted by the **Named Insured** that during the term of this policy the **Named Insured** shall maintain in full force and effect other policies of insurance on the identical subject matter and in the identical manner as this policy for the remaining _____% described herein.

The Declarations, Insuring Agreements, and approved endorsements attached hereto embody all the agreements existing between the **Insured** and the **Company** in relation to this insurance.

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof signed by the **Company**; nor shall notice to any agent, or knowledge possessed by any agent or by any person be held to effect a waiver or change in any part of this policy.

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REGISTRATION NUMBER REVISION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

Wherever Registration No. _____ appears in this policy, it is amended to read as follows:

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REINSTATEMENT NOTICE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

POLICYHOLDER: _____

DATE: _____

POLICY NUMBER: _____

COMPANY: _____

The **Company** advises that the Notice of Cancellation dated _____ be effective _____ is hereby rescinded and the policy is reinstated effective _____ and in consideration of such reinstatement it is expressly stipulated that there shall be no coverage under this policy for any losses occurring between the cancellation date and the effective date of reinstatement.

Yours truly,

By: _____
(Authorized Representative)

Office: _____

Copies to:

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REPORTING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

PART 10 – OTHER CONDITIONS OF INSURANCE is amended to include the following:

1. REPORTS

- (a). The **Insured** shall keep accurate records of all **Aircraft** covered by this endorsement and shall submit to the **Company** a report setting forth the following information regarding such **Aircraft**:
 - (i). Make, type and model;
 - (ii). FAA Certificate number;
 - (iii). The insured value (as defined in Paragraph 3.);
 - (iv). Number of days owned during the period of the report;
 - (v). Number of days leased during the period of the report.
- (b). Reports shall be submitted monthly within 15 days after the close of the period covered by this report. The **Company** shall not be liable for any claim on any **Aircraft** which has not been reported as provided in Paragraphs 1. and 4.
- (c). The **Insured's** failure to submit reports and to pay Premiums as prescribed herein shall constitute request for cancellation by the **Insured** and the **Company** shall advise the **Insured** in writing the date and hour of such cancellation and the **Insured** shall pay all earned premium on a pro rata basis.

2. CANCELLATION CLAUSE

The cancellation clause contained in the Conditions Section of this policy is amended to include the following additional provisions:

In the event of cancellation of this policy by the **Named Insured**, the earned Premium hereunder shall be the proper short rate percentage of the estimated annual Premium. The said estimated annual Premium shall be determined by dividing the actual Premium developed at the policy rates by the number of days coverage was in force and multiplying the quotient by 365, but in no event

shall the earned Premium be less than the applicable short rate percentage or the minimum Premium, whichever shall be greater.

3. SPECIAL CONDITIONS

As respects **Physical Damage** coverage:

- (i). The insured value of owned or leased **Aircraft** shall be the value declared by the **Insured** at the time of making application for this coverage. The insured value of **Aircraft** subsequently purchased or leased shall be the actual price paid including engine(s) of each such **Aircraft** as evidenced by the records of the **Insured**, provided, however, that the maximum amount of insurance automatically provided for anyone **Aircraft** shall not exceed \$_____ and in the event an acquired **Aircraft** shall have a value in excess of this amount the **Company** shall not be liable in the event of loss for an amount greater than the percentage this limit bears to the actual value unless such actual value shall have been specifically approved on the particular **Aircraft** by the **Company**.
- (ii). Deductibles applicable hereunder shall be:
 - Not **In-Motion**: \$_____
 - In-Motion** ingestion or mooring: \$_____
- (iii). In the event of a claim for total loss being paid by the **Company** with respect to any **Aircraft** covered hereunder, the **Insured** agrees to pay to the **Company** the balance of the annual Premium calculated at rates herein from the date of the loss to the anniversary date of the policy.

4. AUTOMATIC ATTACHMENT

- (a). Coverage(s) _____ shall attach with respect to all **Aircraft** bearing a "Standard" Airworthiness Certificate having no more than _____ total seats including crew and having a certificated gross weight not in excess of 12,500 pounds owned or leased by the **Insured** at the effective date of this endorsement, and all such **Aircraft** in which the **Insured** subsequently acquires ownership or leases during the policy term provided that the **Company** is advised of the full particulars as required in Paragraph 1. above except,
- (b). Automatic attachment granting coverage under this policy shall not apply with respect to surplus government **Aircraft**. Insurance in respect to such **Aircraft** shall not attach until full particulars have been submitted to the **Company** and coverage specifically endorsed hereon.

5. THE MINIMUM AND DEPOSIT PREMIUM \$_____

- (a). As respects **Physical Damage** coverage shall be \$_____
- (b). As respects liability coverage shall be \$_____

and shall be retained by the **Company** until expiration of the policy at which time the excess of paid premium, if any, over the actual Premium earned shall be returned to the **Insured**. In no event shall the actual premium retained by the **Company** be less than the minimum Premium or the excess of the actual premium earned, if any, over the paid Premium shall be paid by the **Insured**. The **Company** may at its option audit the records of the **Insured** at any time during the policy term or within twelve months after expiration of the policy.

6. RATES AND PAYMENT OF PREMIUM

The **Insured** agrees to pay Premiums earned at the following rates for the coverages provided for each period covered by the reports required above;

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EQUIPMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

In consideration of an Additional Premium of \$_____, this policy is amended as follows:

- 1. **Physical Damage** coverage is extended to insure the equipment listed in Item 3 below being the property of the **Named Insured**, or property of others for which the **Named Insured** is legally responsible, against all risk of direct and accidental **Physical Damage** or loss from external cause.

The Insured Value of such equipment is in addition to the Insured Value of the **Aircraft** of which it is a part thereof.

- 2. **EXCLUSIONS**

In addition to the exclusions in the policy applying to **Physical Damage** coverage, the coverage extended by this endorsement does not apply to:

- (a). latent defect or inherent vice;
- (b). depreciation, delay, loss of market, or loss of use;
- (c). loss or damage to property in the care, custody and control of the **Insured** arising from failure of the **Insured** to protect and preserve the property after a loss from further loss.

- 3. **LIMIT OF LIABILITY**

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

Description of Equipment:

Insured Value: \$ _____

Deductibles: \$ _____

All other provisions of this policy remain the same.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE

In consideration of Additional Premium of \$_____, this policy is amended as follows:

The **Company** hereby waives its right of subrogation against the following provided, however, that this waiver shall not prejudice the **Company's** right of recourse for damages arising from the design, manufacture, modification repair, sale or servicing of the **Aircraft** by the following:

This Waiver of Subrogation shall apply:

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR, HI-JACKING AND OTHER PERILS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

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:

- (a) 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
- (b) 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
- (c) strikes, riots, civil commotions or labor disturbances; or
- (d) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional; or
- (e) any malicious act or act of sabotage; or
- (f) confiscation, nationalization, seizure, restraint, detention, appropriation, requisition by or under any government, public or local authority; or
- (g) hi-jacking or any unlawful seizure or wrongful exercise of control of an **Aircraft** or crew (including any attempted seizure or control), made by any person or persons on board the **Aircraft** acting without the consent of the **Insured**;

Furthermore the 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.

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR, HI-JACKING AND OTHER PERILS LIMITED WRITE-BACK ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

1. Whereas the policy of which this Limited Write-Back Endorsement forms a part includes the War, Hi-Jacking and Other Perils Exclusion f), and in consideration of an Additional Premium, it is hereby understood and agreed that effective _____ at 12:01 A.M., Standard Time, and only as respects Coverage A, all sub-paragraphs other than sub-paragraph 2) of the War, Hi-Jacking and Other Perils Exclusion Clause forming part of this policy are deleted, subject to all terms and conditions of this Limited Write-Back Endorsement.
2. Only with respect to the deletion of sub-paragraph 1) from the War, Hi-Jacking and Other Perils Exclusion by virtue of paragraph 1 above, this Limited Write-Back Endorsement shall not apply to 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. LIMITATION OF LIABILITY

The **Company's** liability in respect of this Limited Write-Back Endorsement shall be a sub-limit of \$_____ any one **Occurrence** and in the annual aggregate inclusive of "Allocated Claims Expenses", except with respect to passengers in an **Aircraft** in which case the Limits of Liability set out in Coverage A shall apply (subject to any annual aggregate), provided, however, that such limits are also inclusive of "Allocated Claims Expenses". The sub-limit is part of and not in addition to the Limits of Liability for Coverage A.

In no event shall the **Company's** liability under this Limited Write-Back Endorsement exceed the Annual Aggregate inclusive of "Allocated Claims Expenses" (except with respect to passengers in an **Aircraft**), regardless of the number of (a) **Insureds**, (b) **Occurrences** or events, (c) claims made or suits brought, or (d) persons or organizations making claims or bringing suits.

For purposes of this Limited Write-Back Endorsement, the term "Allocated Claims Expenses" means all loss adjustment costs and expenses that can be directly allocated to a specific claim against the **Insured**, including without limitation, (a) outside attorneys' fees and expenses, (b) court expenses, (c) survey and investigation expenses, and (d) disbursements made by the Lead Insurer (if applicable) to any organization for use of their claim facilities. Salaries and expenses of the staff and employees of any of the Participating Companies are not included in item (d) of this definition.

4. AUTOMATIC TERMINATION

This Limited Write-Back Endorsement shall terminate automatically under the following circumstances:

- (i) upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following: France, the People's Republic of China, the Russian Federation, the United Kingdom, or the United states of America; or
- (ii) only with respect to the deletion of sub-paragraph 1) from the War, Hi-Jacking and Other Perils Exclusion f) by virtue of paragraph 1 above, 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 wherever or whenever such detonation may occur and whether or not an insured **Aircraft** may be involved; or
- (iii) upon the requisitioning of any **Aircraft** for title or use.

However, if an **Aircraft** is **In-Flight** when (i), (ii) or (iii) above occurs, then this Limited Write-Back Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such **Aircraft** until completion of its first landing and any passengers have disembarked.

5. REVIEW AND CANCELLATION

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

The **Company** may give notice to review Premium and/or geographical limits; such notice shall be effective on the expiration of seven (7) days from 12:01 A.M., Standard Time on the day on which notice is given.

- (b) Limited Cancellation (48 hours notice)

Following a hostile detonation as specified in paragraph 4. (ii) above, the **Company** may give notice of cancellation of one or more parts of this Limited Write-Back Endorsement provided in paragraph 1. above; such notice shall be effective on the expiration of forty-eight (48) hours from 12:01 A.M., Standard Time on the day on which notice is given.

- (c) Cancellation (7 days notice)

This Limited Write-Back Endorsement may be cancelled by either the **Company** or the **Insured** giving notice to become effective on the expiration of seven (7) days from 12:01 A.M., Standard Time 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.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, SUBJECT TO CAP ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

Provided that coverage is otherwise afforded under this policy, and subject to all the terms and conditions of this policy, coverage is afforded for the following:

A. CERTIFIED ACT OF TERRORISM

1. The following DEFINITION is added to the DEFINITIONS Section of the Policy:

“Certified Act Of Terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
- b. to be an act of terrorism;
- c. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- d. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act of 2002, as amended, exceed \$100 billion in a Program Year and the **Company** has met its insurer deductible under the Terrorism Risk Insurance Act of 2002, as amended, the **Company** shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACT OF TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

1. The following EXCLUSION is added to the EXCLUSIONS section of the Policy:

This insurance does not apply to

“Certified Act Of Terrorism” pursuant to the Terrorism Risk Insurance Act of 2002, as amended. The **Company** will not pay for any injury or damage caused directly or indirectly by a “Certified Act Of Terrorism”. Such injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

2. The following DEFINITION is added to the DEFINITIONS Section of the policy:

“Certified Act Of Terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
- b. to be an act of terrorism;
- c. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- d. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
- e. to have been committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AMENDMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

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

- The Premium(s) set forth in the Declarations is amended as follows: \$_____
- The Premium(s) set forth in Endorsement No. _____ is amended as follows: \$_____
- The above Premium(s) is a _____ Minimum and/or _____ Deposit Premium and is subject to adjustment as follows:

All other provisions of this policy remain the same.

XL INSURANCE AMERICA, INC.

**POLICYHOLDER DISCLOSURE NOTICE
OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), you have a right to purchase insurance coverage for losses resulting from Certified Acts of Terrorism, as defined in Section 102(1) of TRIA. The term "Certified Act of Terrorism" now means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE WILL BE CHARGED AT RATES AS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT TRIA CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Aircraft Hull & Liability Insurance Policy

Terrorism Liability: ADDITIONAL 60-100% OF THE PREMIUM (Specific quotes available upon request)

Terrorism Hull: ADDITIONAL .02 - .06% OF THE HULL RATE (Specific quotes available upon request)

Please note that TRIA coverage, if purchased, will be subject to all of the terms and conditions of the policy except as might otherwise be required by any applicable law. We reserve the right to adjust the rates listed above where unique individual characteristics so warrant.

Carefully read your policy, including the endorsements attached to your policy. **You should contact your insurance agent or broker to discuss your options in light of the availability of terrorism coverage or in the event that you have questions about TRIA.**

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), the definition of terrorism has changed. As defined in Section 102(1) of TRIA, The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by TRIA. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. TRIA contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one Program Year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is _____, and does not include any charges for the portion of losses covered by the United States Government under the Act.

NOTICE TO POLICYHOLDERS

RESTRICTION OF COVERAGE

This notice contains a brief explanation of restriction and clarification of coverage regarding the Asbestos Exclusion contained in the following policies:

COMMERCIAL GENERAL LIABILITY AVIATION INSURANCE POLICY
AIRCRAFT HULL AND LIABILITY INSURANCE POLICY
AVIATION PRODUCTS LIABILITY POLICY

No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail.

Please read your policy, and the endorsements attached to your policy, carefully.

- **Coverage is excluded for :**
 1. Any "injury, damage, loss or expense" based upon or arising out of the actual or alleged existence, presence, inhalation, absorption or ingestion of, or contact with, exposure to or use of "asbestos", including but not limited to the following:
 - a. The installation, storage or handling of "asbestos";
 - b. The manufacture, distribution, sale, application, mining, consumption, or disposal of "asbestos" or goods, products or materials containing "asbestos";
 - c. The removal, abatement, containment, treatment, transportation or disposal of "asbestos";
 - d. The presence or alleged presence of "asbestos" in any structures, manufacturing processes, products or materials, or in any media including the air, soil or groundwater; or
 - e. Any directions, supervision, instructions, recommendations, warnings or advice given or which should have been given with respect to "asbestos".
 2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
 - b. Claim or "suit" by or on behalf of a governmental entity or others for damages because of testing for, monitoring, cleaning up removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "asbestos".
- This exclusion applies regardless of whether the insured or others manufactured, distributed, sold, installed, or in any way handled, used, stored or controlled the "asbestos" and regardless of whether the alleged or actual presence of "asbestos" contributed concurrently or in any sequence to any "injury, damage, loss or expense".
- **Exception for Crash, Fire, Explosion, Collision or Recorded In-flight Emergency**

This exclusion does not apply to any "injury, damage, loss or expense" otherwise covered by this Policy caused by exposure to "asbestos" resulting from a crash, fire, explosion or collision, or a recorded in-flight emergency causing abnormal aircraft operations.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NON-RENEWAL ENDORSEMENT

ARKANSAS

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

It is hereby agreed that Section **PART 10 – OTHER CONDITIONS OF INSURANCE**, Item **Cancellation and Non-Renewal of this Policy** is deleted and replaced with the following:

Cancellation

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel this policy at any time by giving notice to the **Company** stating when thereafter the cancellation shall be effective. If the policy is so cancelled, earned premium should be computed short rate.

2. Cancellation by the **Company**

- a. The **Company** has the right to cancel this policy at any time and for any reason within the first sixty (60) days. The **Company** must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation.
- b. After this policy has been in effect for sixty (60) days, it may be cancelled only for one of the following reasons:
 1. Non-payment of premium;
 2. Fraud or material misrepresentation;
 3. Material change in risk which increases hazard;
 4. Violation of code or law which increases hazard;
 5. Non-payment of dues where membership is required for coverage; or
 6. Material violation of a material policy provision.

The **Company** must mail notice of cancellation at least twenty (20) days prior to the effect date such cancellation. If the **Company** cancels for non-payment of premium, the **Company** must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the policy is cancelled by the **Company**, earned premium shall be computed pro rata.

All notice of cancellation or non-renewal will be mailed or delivered to the **Insured's** last known address. If notice is mailed it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.



XL INSURANCE AMERICA, INC.

ADMINISTRATIVE OFFICE
Seaview House
70 Seaview Avenue
Stamford, CT 06902-6040
(800) 688-1840

HOME OFFICE
1201 North Market Street
Suite 501
Wilmington, DE 19801
(800) 688-1840

**Aviation Products Liability Policy
Declarations**

This section of the Policy and any endorsements attached hereto completes this Aviation Products Liability Policy, issued by the Company as indicated above (hereinafter called the Company).

In consideration of the payment of the premium and subject to the terms and conditions hereinafter set forth, the Company agrees to provide insurance as follows:

Policy Number: _____
Previous Policy Number: _____

ITEM 1. **Named Insured:** _____
Address: _____
City, State, Zip: _____
Named Insured is : _____

ITEM 2. Policy Period:
From: _____ To: _____
At 12:01 A.M. standard time at the address in ITEM 1.

ITEM 3. Coverages and Limits of Liability. The Limits of the Company's Liability are stated below:

	<u>Per Occurrence</u>	<u>Annual Aggregate</u>
Coverage A: Single Limit Bodily Injury and Property Damage Liability	\$ _____	\$ _____
Coverage B: Grounding Liability	\$ _____	\$ _____
Combined Annual Aggregate – Coverage A and Coverage B:		\$ _____

ITEM 4. Policy Premium:

Premium: \$ _____
Surcharges: \$ _____
Total amount due at Inception: \$ _____

ITEM 5. Endorsements Attached as of Inception:

Endorsement Number	Endorsement Form Number	Endorsement Title

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof, signed by the Company nor shall notice to any agent, or knowledge possessed by any agent or by any person be held to effect a waiver or change in any part of this policy.

Producer: _____
Address: _____
City, State Zip: _____

(Authorized Representative)

XL INSURANCE AMERICA, INC.
(HEREIN CALLED 'COMPANY')

AVIATION PRODUCTS LIABILITY POLICY

In return for the payment of the premium, and in reliance upon the statements in the Declarations and subject to all of the terms of this policy including the applicable Limits of Liability, the Company agrees with the **Named Insured** as follows:

INSURING AGREEMENTS

1. COVERAGE A - 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** or **Property Damage** to which this insurance applies, caused by an **Occurrence** during the Policy Period arising out of the **Products Hazard** and 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**, even if any of the allegations of the suit are groundless, false or fraudulent and may make such investigations or settlement of any claim or suit as it deems expedient; but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable Limit of the Company's Liability has been exhausted by payment of judgments or settlements.

COVERAGE B - **GROUNDING** LIABILITY

To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages for the loss of use of completed aircraft occurring during the Policy Period after delivery to and acceptance by a purchaser or purchasers or operator or operators of such aircraft, and caused by a **Grounding** arising out of the **Products Hazard** and the Company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such loss of use, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigations or settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable Limit of the Company's Liability has been exhausted by payment of judgment or settlements.

2. SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable Limit of Liability:

- A) all expenses incurred by the Company, all costs taxed against the **Insured** in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and 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) all premiums on bonds to release attachment for an amount not in excess of the applicable Limit of Liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any 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 **Occurrence** for **Bodily Injury** to which this policy applies;
- D) reasonable expenses incurred by the **Insured** at the Company's request including actual

loss of wages or salary (but not loss of other income) not to exceed \$25.00 per day because of the **Insured's** attendance at hearings or trials at such request; but excluding expenses incurred for the correction or elimination of the cause of a loss of use.

3. POLICY PERIOD

- A) Under Coverage A - Single Limit **Bodily Injury** and **Property Damage** - this policy applies only with respect to **Occurrences** which take place during the Policy Period, provided that an **Occurrence** involving a missing or unreported aircraft shall be deemed to occur at the time such aircraft commences flight or is last reported, whichever last occurs;
- B) Under Coverage B - **Grounding** Liability - this policy applies only with respect to **Groundings** which commence during the Policy Period regardless of the duration of each such **Grounding**;
- C) The expiration or termination of the Policy Period shall not prejudice the insurance with respect to the **Grounding** of aircraft commencing during the Policy Period.

4. POLICY TERRITORY

This policy applies to **Occurrences** and **Grounding** anywhere, but if claim is made or suit is brought anywhere other than within the United States of America, or Canada, its territories or possessions, the Company shall have the right but not the duty to investigate and settle such claim and to defend such suits. In any such case in which the Company elects not to investigate, settle or defend, the **Insured**, under the supervisions of the Company, will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the Company, will effect to the extent possible such settlements as the Company deems prudent. The Company shall reimburse the **Insured** for the reasonable costs of such investigation and defense, and within the applicable Limits of Liability of the policy for the amount of such authorized settlement.

DEFINITIONS

1. AIRCRAFT PRODUCTS

"**Aircraft Products**" means aircraft (including **Missiles or Spacecraft** and any ground support or control equipment used therewith), or any article furnished by the **Insured** and installed in aircraft or used in connection with aircraft or for spare parts for aircraft or tooling used for the manufacture thereof, including ground handling tools and equipment and also means training aids, instructions, manuals, blueprints, engineering or other data, and/or any article in respect of which engineering or other advice and/or services and/or labor have been given or supplied by the **Insured** relating to any aircraft or aircraft article

2. BODILY INJURY

"**Bodily Injury**" means **Bodily Injury**, sickness, disease, disability, shock, mental anguish, or mental injury sustained by a person including death resulting therefrom.

3. CURRENT MODIFICATION

"**Current Modification**" means modification or changes in **Aircraft Products** which are intended to improve performance of an **Aircraft Product** but which are not necessary to the airworthiness of the aircraft in which such **Aircraft Products** are installed.

4. **GROUNDING**

"**Grounding**" means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more aircraft from flight operation due to a mandatory order by Federal Aviation Administration (FAA) or any other Civil Airworthiness Authority because of a like defect, fault or condition or suspicion thereof in two or more such aircraft whether such aircraft so withdrawn are owned or operated by the same or different persons, firms or corporations. A **Grounding** shall be deemed to commence on the date of an accident or **Occurrence** which discloses such defect, fault of condition, or on the date an aircraft is first withdrawn from service on account of such defect, fault or condition, whichever first occurs.

5. **IN FLIGHT**

An aircraft shall be deemed to be "**In Flight**" from the start of its actual take off run until it has completed its landing run, or in the case of a helicopter, from the time the rotors of the helicopter start to revolve preparatory to take-off until its rotors cease revolving after landing. A VTOL aircraft shall be deemed **In Flight** from the time commencing when engine thrust is applied in attempting to lift the aircraft from a supporting surface and continuing thereafter until the aircraft is again returned to the condition of being supported by a surface

6. **INSURED**

The unqualified word "**Insured**" includes the **Named Insured** and also includes any partner, executive officer, employee, director or stockholder thereof, while acting within the scope of his duties as such. Such insurance as is afforded any employee other than an executive officer of the **Insured** by virtue of this Paragraph (8) shall not apply to **Bodily Injury** sustained by another employee of the same **Insured** in the course of and arising out of his employment by such **Insured**. The first **Insured** named in Item 1 of the Declarations shall be liable to the Company for the payment of the policy premium and shall alone be entitled to receive any return premium due from the Company. Every notice required or permitted by this policy to be given to or by the **Insured** shall be sufficient if given to or by the first **Insured** named in Item 1 of the Declarations.

7. **LAUNCH VEHICLE**

"**Launch Vehicle**" as applied to **Aircraft Products** means any vehicle including parts detached on route, designed, constructed or intended to place into space any spacecraft, satellite or spaceship and shall include both manned and unmanned vehicles.

8. **MILITARY**

"**Military**" as applied to **Aircraft Products** means such products while owned or used by or in the possession of the Armed Services of the United States or of the Armed Services of any foreign government; provided that an aircraft product injured or destroyed while leased or chartered to the Armed Services of the United States or of any foreign government, shall be deemed not to be a **Military Aircraft Product**

9. **MISSILE(S) OR SPACECRAFT**

- A) "**Missiles or Spacecraft**" shall mean a device other than an aircraft, wholly or partly self-propelled, which is designed to operate through air or space and whose path and direction is guided during all or part of its flight by a partly or completely self-contained electronics, celestial, inertial or other guidance system;
- B) After arrival of a **Missile or Spacecraft** at a launching site, such **Missile or Spacecraft** shall be deemed not to be **Owned By**, loaned to, in the possession or control of, or **In Flight** by the **Insured**;

- C) When the **Insured** removes a **Missile or Spacecraft** from the launching site or recovers a **Missile or Spacecraft** after completion of its flight for the purpose of returning it to the **Insured's** premises other than a launching site, such **Missile or Spacecraft** shall be deemed to be in the possession or control of the **Insured** (except when such **Missile or Spacecraft** is being transported by others) until such **Missile or Spacecraft** again arrives at a launching site or the **Insured** surrenders possession of such **Missile or Spacecraft** to a person or organization who is not an **Insured** under the policy.

10. **NAMED INSURED**

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

11. **OCCURRENCE**

"**Occurrence**" means an accident or event, including injurious exposure to conditions (other than **Grounding**), which arises out of the **Products Hazard** and which results during the Policy Period in **Bodily Injury** or **Property Damage**, neither expected nor intended from the standpoint of the **Insured**. A series of accidents or **Occurrences** following as a consequence of one **Occurrence**, shall, with such **Occurrence**, be deemed to be one **Occurrence**.

12. **OWNED BY**

"**Owned By**", with respect to any **Aircraft Product** to which an **Insured** has retained title pursuant to, means;

- A) a conditional sales contract, chattel mortgage or similar lien;
- B) a lease agreement; or
- C) a consignment agreement or similar contract of bailment, such product shall be deemed not to be **Owned By** the **Insured**.

13. **PRODUCTS HAZARD**

"**Products Hazard**" means the handling or use of (other than by an **Insured**) or the existence of any condition in an **Aircraft Product** when such **Aircraft Product**;

- A) is not in the possession of the **Insured**; and
- B) is away from premises owned, rented or controlled by the **Insured**.

With respect to Coverage A - Single Limit **Bodily Injury** and **Property Damage** Liability - Definition 1.B) recited in the foregoing paragraph does not apply to a completed aircraft or any **Aircraft Product** forming a part thereof; with respect to Coverage B - **Grounding** Liability - Definitions 1. (A) and (B) recited in the foregoing paragraph do not apply to a completed aircraft or any **Aircraft Product** forming a part thereof.

14. **PROPERTY DAMAGE**

"**Property Damage**" means injury to or destruction of tangible property including the loss of use of such injured or destroyed property.

EXCLUSIONS

This policy does not apply:

1. to liability arising out of the handling or use of or the existence of any condition in any **Aircraft Product Owned By**, loaned to, or, except with respect to Coverage B - **Grounding Liability** - in possession or control of, or **In Flight** by the **Insured**.
2. to **Property Damage** to property owned, rented, leased, occupied or used by or in the care, custody or control of any **Insured** at the time of the **Occurrence** causing injury to or destruction of such property.
3. to liability assumed by the **Insured** under any contract or agreement, except a warranty of fitness or quality of the Named **Insured's** products or a warranty that work performed by or on behalf of the Named **Insured** will be done in a workmanlike manner, in which case the policy applies only to resultant damages and not to damage to the Named **Insured's** products.
4. under Coverage A, to any obligation for which the **Insured** or any carrier as the Insured's Insurer may be held liable under Worker's Compensation law, unemployment compensation or disability benefits law or under any similar law, or to **Bodily Injury** to any employee of the **Insured** arising out of and in the course of his employment by the **Insured**.
5. under Coverage A, to **Property Damage** to any **Missile, Spacecraft** or **Military** aircraft arising out of **Aircraft Products** or any part thereof furnished by the **Insured**.
6. under Coverage A, to liability with respect to which insurance is or can be afforded under Coverage B, or, except with respect to an aircraft which has made an emergency landing, to loss of use of any aircraft which has not been physically injured or destroyed.
7. under Coverage A, to damages claimed for the withdrawal, inspection, repair, replacement, modification, loss of use, or restricted use of **Aircraft Products** or work completed by or for the **Named Insured** or any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use or subject to restricted use because of any known or suspected defect or deficiency therein.
8. under Coverage A, to liability imposed upon the **Insured** solely by reason of its ownership of an **Aircraft Product**.
9. under Coverage B, to any **Military Aircraft Product**.
10. under Coverage B, to the loss of use of any aircraft while withdrawn from service for the primary purpose of maintenance, routine overhaul, alteration or **Current Modification** of the aircraft.
11. under Coverage B, to the loss of use of any aircraft caused by the culpable failure of the **Insured** to perform any obligation with respect to making available or delivering **Aircraft Products** to the purchaser or operator of such aircraft.
12. to the loss of use of any aircraft occurring during the period that the **Insured** does not use reasonable diligence to eliminate the cause of the loss of use.
13. to **Bodily Injury** or **Property Damage** arising out of the "environmental disturbance hazard" or to sums claimed or awarded as damages to the extent that such sums represent payment or compensation for the taking of or exercise of rights with respect to the property of others.

"Environmental disturbance hazard" means:

- A) noise (whether audible to the human ear or not) or vibration, including sonic boom and similar phenomena associated with transonic and super sonic movement, generated by the movement or operation of aircraft or any part thereof;
- B) pollutants released into earth, air, water or any disposal system;
- C) interference with the quiet enjoyment of property by overflight or other operation of aircraft in proximity thereto;

but the “environmental disturbance hazard” does not include such noise, vibration, pollutants or interference resulting from crash or collision of a vehicle or an aircraft from an emergency causing abnormal aircraft operations.

- 14. to **Property Damage** arising out of improper or inadequate performance, design or specification; provided, however, that this exclusion shall not apply to physical injury to or destruction of tangible property caused by an **Occurrence** including the loss of use of such injured or destroyed property.
- 15. under Coverage B, to costs incurred for the correction or elimination of the cause of the loss of use.
- 16. A. **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, or Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limits 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. **To Bodily Injury or Property Damage** resulting from the 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**, (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 (C) applies only to **Property Damage** to

such nuclear facility and any property thereat.

As used in this exclusion, "hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in law amendatory thereof; "spent fuel" means any fuel radiation in a nuclear reactor; "waste" means any waste material (a) containing by-product material and (b) resulting from the operation by any person or facility under paragraph (a) or (b) thereof; "nuclear facility" means;

- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for;
 - (1) separating the isotopes of uranium or plutonium;
 - (2) processing or utilizing spent fuel; or
 - (3) 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.
17. to any legal liability whatsoever or any loss or expense whatsoever resulting or arising therefrom directly or indirectly caused or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.
18. to **Bodily Injury, Property Damage** or loss of use intentionally caused by the **Insured**.
19. under Coverage A, to injury to, destruction of, or loss of use of:
- A) any **Spacecraft**, satellite or spaceship and any article or **Aircraft Product** furnished for, used in connection with, relating to, or installed in any **Spacecraft**, satellite or spaceship whether partially or fully completed; and
 - B) any **Spacecraft**, satellite or spaceship belonging to a third party, whether partially or wholly completed, after such Spacecraft, satellite or spaceship has been delivered to a launch site.
20. under Coverage A, to injury to, destruction of, or loss of use of, any **Launch Vehicle**.
21. under Coverage B, to any spacecraft, satellite, spaceship or **Launch Vehicle**, whether partially or

wholly completed, and whether **Owned By the Insured** or by a third party.

22. **Grounding** shall not apply to any aircraft after it is designated by the prime manufacturer, or required by direction of the FAA or any similar civil airworthiness authority, to be removed from all flight operations due to its certificate of airworthiness being withdrawn by reason of the aircraft's safe operational life having been reached or exceeded.
23. A) to any "injury, damage, loss or expense" based upon or arising out of the actual or alleged existence, presence, inhalation, absorption or ingestion of, or contact with, exposure to or use of "asbestos", including but not limited to the following:
1. The installation, storage or handling of "asbestos";
 2. The manufacture, distribution, sale, application, mining, consumption, or disposal of "asbestos" or goods, products or materials containing "asbestos";
 3. The removal, abatement, containment, treatment, transportation or disposal of "asbestos";
 4. The presence or alleged presence of "asbestos" in any structures, manufacturing processes, products or materials, or in any media including the air, soil or groundwater; or
 5. Any directions, supervision, instructions, recommendations, warnings or advice given or which should have been given with respect to "asbestos".
- B) to any loss, cost or expense arising out of any:
1. Request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
 2. Claim or suit by or on behalf of a governmental entity or others for damages because of testing for, monitoring, cleaning up removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "asbestos".

This exclusion applies regardless of whether the **Insured** or others manufactured, distributed, sold, installed, or in any way handled, used, stored or controlled the "asbestos" and regardless of whether the alleged or actual presence of "asbestos" contributed concurrently or in any sequence to any "injury, damage, loss or expense".

Exception for Crash, Fire, Explosion, Collision or Recorded In-flight Emergency

This exclusion does not apply to any "injury, damage, loss or expense" otherwise covered by this policy caused by exposure to "asbestos" resulting from a crash, fire, explosion or collision, or a recorded **In-Flight** emergency causing abnormal aircraft operations.

Definitions

The following definitions apply to this exclusion:

1. "Asbestos" means any form of the mineral known as asbestos or any form of impure magnesium silicate, including but not limited to any material, waste, equipment, device or product containing asbestos, or any dust or particles containing asbestos, whether or not the asbestos is friable and whether or not the asbestos is in or on any structure or in the air, soil, or groundwater or in any other media.
2. "Injury, damage, loss or expense" means any injury, damage, loss or expense covered under this policy, and includes but is not limited to **Bodily Injury, Property Damage, personal injury and advertising injury, medical expenses** or any other coverages as may

be defined under this policy or any applicable endorsement.

CONDITIONS

1. LIMITS OF LIABILITY

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

A) Coverage A - Single Limit **Bodily Injury** and **Property Damage** Liability:

The total liability of the Company for all damages because of all **Bodily Injury** and all **Property Damage** sustained by one or more persons or organizations as the result of any one **Occurrence** shall not exceed the combined single Limit of Liability stated in the Declarations as applicable "Per **Occurrence**".

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

Annual aggregate is the total limit of the Company's liability on account of all **Occurrences** to which this policy applies.

B) Coverage B - **Grounding** Liability:

The total liability of the Company for all damages because of all aircraft loss of use sustained by one or more persons or organizations as the result of any one **Grounding** shall not exceed the Limit of Liability stated in the Declarations as applicable "Per **Occurrence**".

Annual Aggregate is the total limit of the Company's liability on account of all **Groundings** to which this policy applies.

C) Annual Aggregate under Coverage A and Coverage B is the total limit of the Company's liability on account of all **Occurrences** and **Groundings** to which this policy applies.

The insurance afforded by this policy for more than one **Insured** shall not operate to increase the Limit of the Company's Liability.

2. NOTICE OF OCCURRENCE OR GROUNDING

When an **Occurrence** or **Grounding** likely to give rise to a claim hereunder occurs, written notice shall be given by or on behalf of the **Insured** to the Aviation Insurance Mangers or the Company as soon as practicable after such **Occurrence** or **Grounding** becomes known to any person or persons charged with administration of such duties for the **Insured**. Such notice shall contain particulars sufficient to identify the **Insured** and also reasonable obtainable information respecting the time, place and circumstances of the **Occurrence** or **Grounding**, the names and addresses of the injured and of available witnesses.

3. NOTICE OF CLAIM OR SUIT

If claim is made or suit is brought against the **Insured**, the **Insured** shall, as soon as practicable,

forward to the Company every demand, notice, summons or other process received by the **Insured** or its' representatives.

4. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **Insured** shall cooperate with the Company and upon the Company's request shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The **Insured** shall not, except at the **Insured's** own cost, voluntarily make any payment, assume any obligation or incur any expense.

5. ACTION AGAINST THE COMPANY

No action shall lie against the Company 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 co-defendant in any action against the **Insured** to determine the **Insured's** liability.

Bankruptcy or insolvency of the **Insured** shall not relieve the Company of any of its obligations under this policy.

6. INSPECTION

Subject to security regulations of the United States Government, the Company or their representative shall be permitted to inspect the **Insured's** premises and operations and to examine and audit the **Insured's** books and records at any time during the Policy Period and any extension thereof, and within three (3) years after final termination of this policy, so far as they relate to the premium basis or the subject matter of this insurance.

7. OTHER INSURANCE

If there is any other insurance against a loss covered by this policy, the insurance under this policy shall be excess insurance over any other valid and collectible insurance available to the **Insured**; provided however, that as to any insurance specifically arranged to provide excess insurance over the insurance afforded under this policy, this insurance shall be primary insurance.

8. ACTION AGAINST THE **NAMED INSURED**

The Company shall have the power to institute and maintain suits in its own name against the **Insured** named herein for non-payment of premiums or for breach of any other obligation arising from or by reason of this insurance, and any judgment so obtained or release or receipt of the Company shall be binding on the Company.

9. SUBROGATION

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 loss to prejudice such rights.

10. 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 of this policy approved by the Company.

11. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until their consent is endorsed hereon by the Company.

12. CANCELLATION

This policy may be cancelled by the **Named Insured** by mailing to the Company, written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company, by mailing to the **Named Insured** at the address shown in 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** or the Company 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 cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effective and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of their representative mailed or delivered as aforesaid shall be sufficient tender of any refund or premium due to the **Named Insured**.

13. CONFLICTING STATUTES

The terms of this policy which are in conflict with the statutes of the State wherein the **Insured** has its principal place of business as set forth in the Declarations are hereby amended to conform to such statutes.

14. INADVERTENT ERRORS OR OMISSIONS

Inadvertent errors, omissions or failure to give notice to the Company as herein required shall not relieve the Company of liability under this policy, provided that any such error or omission shall be corrected as soon as discovered.

15. DECLARATIONS

By acceptance of this policy the **Insured** agrees that the statements in the Declarations are the **Insured's** agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing directly between the **Insured** and the Company relating to this insurance.

CONFIRMATION OF INSURANCE

Named Insured: _____

Address: _____

City, State, Zip: _____

Producer: _____

Address: _____

City, State, Zip: _____

This is to certify that the undersigned has procured insurance coverage as hereafter specified from certain companies and/or underwriters.

Insurer: _____

Policy Number: _____

Policy Period:

From: _____ To: _____

Coverage: Aviation Products Liability

Premium: _____

Coverage And Limits of Liability:

	<u>Per Occurrence</u>	<u>Annual Aggregate</u>
Single Limit Bodily Injury and Property Damage Liability	\$ _____	\$ _____
Grounding Liability	\$ _____	\$ _____
Combined Annual Aggregate		\$ _____

Subject To: _____

Comments: _____

(Authorized Representative)

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVIATION PRODUCTS CONTRACTUAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

It is hereby understood and agreed that Paragraph 3 of the Policy Exclusions is deleted in its entirety and replaced by the following:

3. to liability by the Insured under any contract agreement except;
 - a. a warranty or fitness of quality of the **Named Insured's** products or a warranty that work performed by or on behalf of the **Named Insured** will be done in a workman like manner; or,
 - b. liability assumed by the **Named Insured** under a written contract or agreement executed during the policy period provided the **Named Insured** shall submit to the Company, as soon as practicable a report setting forth the names of the parties, the nature of the contract or agreement and a transcript of all of its terms relating to assumption of liability or waiver or recovery;

inadvertent error, omission or delay in making required reports shall not prejudice this insurance but shall be corrected when discovered;
 - c. liability assumed by the **Named Insured** under a written contract or agreement executed by the **Named Insured** prior to the effective date of this policy. However, the **Named Insured** shall, upon demand submit to the Company a report similar to the report required by (b) above for any contract or agreement.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN MILITARY AIRCRAFT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

In consideration of an Additional Premium of \$_____, it is agreed that:

1. Exclusion 5 in the Policy is deleted with respect to aircraft (except as described in Paragraph 2 below) while owned or used by or in the possession of the Armed Services of any foreign government.
2. Such insurance as is afforded under Paragraph 1 above does not apply to the following:
 - (a) **Aircraft Products** delivered under any procurement contract with the United States Government incorporating clauses 52.246-23 or 52.246-24 prescribed by Paragraph 46.805 of the Federal Acquisition Regulations in accordance with DOD FAR Supplement 225.7308 or the predecessor clauses 7-104.45 (a) or 7-104.45 (b) prescribed by 1-330 of the Defense Acquisition Regulation or its earlier provision the Armed Services Procurement Regulations.
 - (b) To liability which in the absence of this insurance is assumed by any government under any contract or agreement or otherwise.
 - (c) Tornado aircraft, the Multi-Role Combat aircraft.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE TO SPACECRAFT ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of **Property Damage** to:

- A) any **Spacecraft** Product finished by the Insured; and
- B) any **Spacecraft**, satellite or spaceship (hereinafter called "**Spacecraft**") belonging to a Third Party;

whether partially or wholly completed, caused by an **Occurrence** arising out of the **Products Hazard**.

The Company shall have the right and duty to defend any suit against the Insured seeking damages on account of **Property Damage** arising after arrival of a **Spacecraft** at the launch site but excluding the Launch Period even if any of the allegations of the suit are groundless, false or fraudulent and may make such investigation or settlement of any claim or suit as the Company deems expedient.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MANUFACTURER AS ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

It is hereby understood and agreed that:

The following is added as an Additional Insured, but only with respect to the **Products Hazard** and only for claims arising out of the operations of the **Named Insured**, and only to the extent and scope of insurance coverages afforded to the **Named Insured**. However, nothing in this agreement shall prejudice the Company's rights of recourse against the Additional Insured as manufacturers, repairers, suppliers or servicing agents where such rights of recourse would have existed had this agreement not been effected.

Additional Insured

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DATE CHANGE RECOGNITION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

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):

- A) Any actual or alleged failure, malfunction or inadequacy of:
- 1) Any of the following, whether belonging to any Insured or to others, whether or not part of any computer system or whether in the possession of the Insured or of any third party;
 - a) computer hardware, including microprocessors; or
 - b) computer application software; or
 - c) computer operating systems and related software; or
 - d) computer networks; or
 - e) microprocessors, computer chips, integrated circuits or other information technology equipment or systems; or
 - 2) 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 A) 1) of this exclusion;

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

- the change of year from 1999 to 2000; or
- the change of date from August 21, 1999 to August 22, 1999; or
- any other change of year, date or time;

- B) 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 A) of this exclusion.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

This endorsement only applies if the Date Change Recognition Exclusion Endorsement is attached.

With respect to Coverage A – Single Limit Bodily Injury and Property Damage Liability, if the Date Change Recognition Exclusion Endorsement is attached, such Exclusion shall not apply to any sums which the Insured shall become legally liable to pay as damages because of **Bodily Injury** or **Property Damage** resulting from a covered **Occurrence**.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

1. This insurance does not apply to any liability, including liability arising out of or assumed under contract, or any injury, loss or damage, including **Bodily Injury**, fear of **Bodily Injury**, damage or fear of damage, personal injury, advertising injury, sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, **Property Damage** or any loss, cost or expense, loss of use including **Grounding**, or any other claim, cost or expense whatsoever, directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving:
 - a. Noise (whether audible to the human ear or not), vibration, sonic boom, and any phenomena associated with the foregoing; or
 - b. "Pollution or Contamination" of any kind whatsoever, or the exposure to pollution or contamination, or the fear of exposure to or the effects of pollution or contamination or the existence of pollution or contamination in any place or thing or in the atmosphere, land, or any watercourse or body of water, as well as any claim or suit by or on behalf of or any direction, demand or request or any statutory or regulatory requirement, or any voluntary decision, by or on behalf of any governmental authority or other alleged responsible party, that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of "pollutants" or "contaminants"; or
 - c. Electrical or electromagnetic emission or interference of any kind whatsoever; or
 - d. Interference with the use of property.

For purposes of this Exclusion, the following definition is added:

- i. "Pollution or Contamination" means any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration, disposal or the mere presence of pollutants or contaminants in any form.

- ii. "Pollutants or Contaminants" means any pollutant, contaminant or irritant, including, without limitation, any solid, liquid, gaseous or thermal pollutant, contaminant or irritant, or any air emission, smoke, vapor, soot, fume, acid, alkali, chemical, or nuclear material alleged to be possible or probable carcinogenic, odor, oil or other petroleum product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for human consumption), or "waste" of any kind whatsoever, including solid waste, waste water, waste oil, infectious medical waste, and human, animal or vegetable waste.
 - iii. "Waste" means any waste including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.
- 2. With respect to any provision in this policy concerning the duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend claims excluded by paragraph 1 of this endorsement.
 - 3. This Exclusion shall not apply to any claim for **Bodily Injury** or **Property Damage** that results from a crash, fire, explosion or collision of "Completed Aircraft", or results from a recorded in-flight emergency causing abnormal aircraft operation of "Completed Aircraft." For purposes of this subsection, "Completed Aircraft" means an aircraft completely assembled and capable of motion under its own power.

All other provisions of this policy remain the same.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR, HI-JACKING AND OTHER PERILS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

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:

- (a) 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
- (b) 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
- (c) strikes, riots, civil commotions or labor disturbances; or
- (d) any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional; or
- (e) any malicious act or act of sabotage; or
- (f) confiscation, nationalization, seizure, restraint, detention, appropriation, requisition by or under any government, public or local authority; or
- (g) hi-jacking or any unlawful seizure or wrongful exercise of control of an aircraft or crew (including any attempted seizure or control), made by any person or persons on board the aircraft acting without the consent of the Insured;

Furthermore the 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.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAR, HI-JACKING AND OTHER PERILS
LIMITED WRITE-BACK ENDORSEMENT**

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

In consideration of an additional premium of \$_____, it is agreed that:

This Limited Write-Back Endorsement only applies if the War, Hi-Jacking and Other Perils Exclusion Endorsement is attached.

1. In consideration of an Additional Premium, it is hereby understood and agreed that effective _____ at 12:01 A.M., Standard Time, and only as respects Coverage A, all sub-paragraphs other than sub-paragraph (b) of the War, Hi-Jacking and Other Perils Exclusion Endorsement forming part of this policy are deleted, subject to all terms and conditions of this Limited Write-Back Endorsement.
2. Only with respect to the deletion of sub-paragraph (a) from the War, Hi-Jacking and Other Perils Exclusion Endorsement by virtue of paragraph 1 above, this Limited Write-Back Endorsement shall not apply to 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. LIMITATION OF LIABILITY

The Company's liability with respect to this Limited Write-Back Endorsement shall be a sub-limit of \$_____ any one **Occurrence** and in the Annual Aggregate inclusive of "Allocated Claims Expenses", except with respect to passengers in an Aircraft in which case the Limits of Liability set out in Coverage A shall apply (subject to any annual aggregate), provided, however, that such limits are also inclusive of "Allocated Claims Expenses". The sub-limit is part of and not in addition to the Limits of Liability for Coverage A.

In no event shall the Company's liability under this Limited Write-Back Endorsement exceed the Annual Aggregate inclusive of "Allocated Claims Expenses" (except with respect to passengers in an aircraft), regardless of the number of (a) Insureds, (b) **Occurrences** or events, (c) claims made or suits brought, or (d) persons or organizations making claims or bringing suits.

For purposes of this Limited Write-Back Endorsement, the term "Allocated Claims Expenses" means all loss adjustment costs and expenses that can be directly allocated to a specific claim against the Insured, including without limitation, (a) outside attorneys' fees and expenses, (b) court expenses, (c) survey and investigation expenses, and (d) disbursements made by the Lead Insurer (if applicable) to any organization for use of their claim facilities. Salaries and expenses of the staff and employees of any of the Participating Companies are not included in

item (d) of this definition.

4. AUTOMATIC TERMINATION

This Limited Write-Back Endorsement shall terminate automatically under the following circumstances:

- (i) upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following: France, the People's Republic of China, the Russian Federation, the United Kingdom, or the United states of America; or
- (ii) only with respect to the deletion of sub-paragraph (a) from the War, Hi-Jacking and Other Perils Exclusion Endorsement by virtue of paragraph 1 above, 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 wherever or whenever such detonation may occur and whether or not an insured aircraft may be involved; or
- (iii) upon the requisitioning of any aircraft for title or use.

However, if an aircraft is **In-Flight** when (i), (ii) or (iii) above occurs, then this Limited Write-Back Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such aircraft until completion of its first landing and any passengers have disembarked.

5. REVIEW AND CANCELLATION

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

The Company may give notice to review premium and/or geographical limits; such notice shall be effective on the expiration of seven (7) days from 12:01 A.M., Standard Time on the day on which notice is given.

- (b) Limited Cancellation (48 hours notice)

Following a hostile detonation as specified in paragraph 4. (ii) above, the Company may give notice of cancellation of one or more parts of this Limited Write-Back Endorsement provided in paragraph 1. above; such notice shall be effective on the expiration of forty-eight (48) hours from 12:01 A.M., Standard Time on the day on which notice is given.

- (c) Cancellation (7 days notice)

This Limited Write-Back Endorsement may be cancelled by either the Company or the **Insured** giving notice to become effective on the expiration of seven (7) days from 12:01 A.M., Standard Time on the day on which such notice is given.

- (d) Notices

All notices referred to herein shall be in writing.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

QUOTA SHARE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

This policy is amended as follows:

In consideration of the payment of Premium, in reliance upon the statements made in the Declarations herein, and subject to all the terms and conditions and Insuring Agreements and endorsements of this policy including the Limits of Liability, the Company agrees with the **Named Insured** that this policy only insures _____% pro rata proportion of 100% of this insurance policy.

It is warranted by the **Named Insured** that during the term of this policy the **Named Insured** shall maintain in full force and effect other policies of insurance on the identical subject matter and in the identical manner as this policy for the remaining _____% described herein.

The Declarations, Insuring Agreements, and approved endorsements attached hereto embody all the agreements existing between the Insured and the Company in relation to this insurance.

The terms of this policy shall not be waived or changed except by endorsement issued to form a part hereof signed by the Company; nor shall notice to any agent, or knowledge possessed by any agent or by any person be held to effect a waiver or change in any part of this policy.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRPORT PREMISES LIABILITY HAZARD INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

In consideration of an Additional Premium of \$_____, it is agreed that the insurance afforded by this policy is amended to include the Airport Premises Liability Hazard as defined herein.

- I. COVERAGE A – as set forth in the INSURING AGREEMENTS is amended to include the following hazard.

Airport Premises Liability Hazard

The insurance afforded by this policy, applies to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance or use of airports.

- II. Definitions applicable to Airport Premises Liability Hazard:

“Incidental Contract”: “Incidental Contract” means any written (a) lease of premises, (b) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (c) undertaking to indemnify a municipality, or (d) a sidetrack agreement, or (e) elevator maintenance agreement.

“Mobile Equipment”: “Mobile Equipment” means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.

III. Definition (6) **OCCURRENCE** is deleted in its entirety and replaced as follows:

Occurrence means an accident including injurious exposure to conditions (other than **Grounding**) which arises out of the hazards insured herein and which results during the Policy Period in **Bodily Injury** or **Property Damage** neither expected nor intended from the standpoint of the Insured. A series of accidents or **Occurrences** following as a consequence of one **Occurrence**, shall, with such **Occurrence**, be deemed to be one **Occurrence**.

IV. Exclusions applicable to Airport Premises Liability Hazard:

A. Exclusions applicable to all Coverages, appearing in the policy EXCLUSIONS shall also apply to the Coverages afforded by this Endorsement.

B. This policy does not apply:

1. to that portion of any loss arising out of the ownership, maintenance or use of automobiles, "Mobile Equipment" or watercraft with respect to which other valid and collectible insurance is available to the Insured, either under insurance purchased by the Insured or otherwise and whether primary or excess, except that insurance which the **Named Insured** has purchased in excess of the insurance afforded hereunder;
2. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft if the **Bodily Injury** or **Property Damage** occurs away from premises owned by, rented to or controlled by the **Named Insured** or if the watercraft is greater than 26" in length; but this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from operations performed for the **Named Insured** by independent contractors or to liability assumed by the Insured under an Incidental Contract;
3. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (a) any aircraft owned by, rented to, loaned to or held for demonstration or sale by the Insured;
 - (b) any aircraft **In Flight** by or for the account of the Insured.
4. to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (a) any automobile owned or operated by or rented or loaned to the **Named Insured**; or
 - (b) any other automobile operated by any person in the course of his employment by the **Named Insured**;

but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the **Named Insured** or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to the **Named Insured**;

5. to **Bodily Injury** or **Property Damage** arising out of and in the course of the transportation of Mobile Equipment by an automobile owned or operated by or rented or loaned to the **Named Insured**;

6. to liability which in the absence of the insurance is assumed by the United States Government under any contract or agreement with the **Named Insured**, or which is otherwise assumed by the United States Government;
7. to the conduct of any contest or exhibition permitted, sponsored or participated in, by the Insured;
8. to the ownership, maintenance or use of:
 - (i) grandstands, bleachers or observation platforms other than observation decks or promenades which are part of permanent structures on the premises; or
 - (ii) swimming pools; or
 - (iii) lodging accommodations for the general public; or
 - (iv) schools other than pilot training schools;
9. with respect to restaurants operated by the **Named Insured** or by others trading under the **Named Insured's** name, to **Bodily Injury** or **Property Damage** arising out of:
 - (i) the **Named Insured's** products; or
 - (ii) reliance upon a representation or warranty made with respect thereto:

If the **Bodily Injury** or **Property Damage** occurs after physical possession of such products has been relinquished to others.

V. LIMITS OF LIABILITY

Regardless of the number of Insureds under this policy, persons or organizations who sustain **Bodily Injury, Property Damage** or **Grounding**, or claims made or suits brought on account of **Bodily Injury, Property Damage** or **Groundings**, the Company's liability is limited as follows:

With respect to Airport Premises Liability Hazard under Coverage A, the total Limit of the Company's Liability for all damages sustained by one or more persons or organizations as the result of any one **Occurrence** shall not exceed \$_____.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HANGARKEEPER'S LIABILITY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

In consideration of an Additional Premium of \$_____, it is agreed that the insurance afforded by this policy is amended to include Coverage C – Hangarkeeper's Liability and subject to the following:

A. The following Coverage is added to the INSURING AGREEMENTS:

Coverage C – HANGARKEEPER'S 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** to aircraft which are not owned in whole or in part by, nor registered in the name of a **Named Insured** caused by an **Occurrence** and occurring while such aircraft are not in flight, but only when such "Aircraft" are in the care, custody or physical control of the **Named Insured**.

And with respect to such Coverage C, the Company shall have the right and duty, subject to Insuring Agreement to defend any suit against the Insured seeking damages on account of such **Property Damage** even if any of the allegations of the suit are groundless, false or fraudulent and make such investigation or settlement of any claim 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 Liability has been exhausted by payment of judgments or settlements.

Definitions applicable to Hangarkeeper's Liability:

- i. "Aircraft: means any "Aircraft" including operating, navigating and radio equipment usually attached thereto, including parts temporarily detached from the "Aircraft" if not replaced by other similar parts, and tools and repair equipment therein which are standard for the make and type of "Aircraft".
- ii. **Property Damage** shall include loss caused by theft.

In the event of theft, the Insured shall promptly notify the police.

Repairs by the **Named Insured** shall not exceed the total cost to repair such loss or damage as indicated by the Insured's cost records maintained in accordance with its established accounting procedure consistently followed.

B. Exclusions Applicable to Coverage C – Hangarkeeper's Liability:

- (a) Exclusions applicable to all Coverages, appearing in the policy EXCLUSIONS shall also apply to the Coverages afforded by this Endorsement.
- (b) This policy does not apply:
 - (1) to **Property Damage** to any "Aircraft"
 - (i) owned by any Insured;
 - (ii) to the extent that any other valid and collectible "Aircraft" hull or liability insurance, inuring to the benefit of the Insured, is applicable thereto;
 - (2) to liability which in the absence of this insurance, or otherwise, is assumed by the United States Government under any contract or agreement with the **Named Insured**, or otherwise assumed by the United States Government;
 - (3) to **Property Damage** to:
 - (i) robes, wearing apparel, personal effects or merchandise of any description, whether the "Aircraft" in which they are contained is damaged or not;
 - (ii) any material furnished by the Insured or any work done by the Insured out of which the **Occurrence** arises.
- (c) This Endorsement shall not apply to Paragraph 2. appearing in Exclusions applicable to all Coverages.

C. LIMITS OF LIABILITY

Regardless of the number of Insureds under this policy, persons or organizations who sustain **Bodily Injury, Property Damage or Grounding**, or claims made or suits brought on account of **Bodily Injury, Property Damage or Grounding**, the Company's liability is limited as follows:

With respect to Coverage C – Hangarkeeper's Liability, the total Limit of the Company's Liability for all damages sustained by one or more persons or organizations shall not exceed \$_____ per **Occurrence**.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY LIABILITY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

In consideration of an Additional Premium of \$_____, it is agreed that the insurance afforded by this policy is amended to include Coverage D – Personal Injury Liability arising solely out of the hazards defined in Coverage A – Single Limit Bodily Injury and Property Damage and subject to the following:

1. COVERAGE D – PERSONAL INJURY LIABILITY

The Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of injury (herein called "Personal Injury") sustained by any person and arising out of one or more of the following offenses:

Group A - false arrest, detention or imprisonment, or malicious prosecution;

Group B - the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **Named Insured**;

Group C - wrongful entry or eviction, or other invasion of the right of private occupancy;

If such offense is committed during the Policy Period and the Company shall have the right and duty subject to Insuring Agreement to defend any suit against the Insured seeking damages on account of such Personal Injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company liability has been exhausted by payment of judgments or settlements.

2. LIMIT OF LIABILITY

Coverage D – Personal Injury Liability

\$_____ Aggregate is the total Limit of the Company's Liability for all damages on account of all Personal Injury to which this policy applies, however the inclusion of this Coverage D shall not serve to increase the applicable total Limit of the Company's Liability as expressed in the Conditions Section 1.- LIMITS OF LIABILITY.

3. EXCLUSIONS APPLICABLE TO THE PERSONAL INJURY HAZARD

- A. Exclusions applicable to all Coverages, appearing in the policy EXCLUSIONS shall also apply to the Coverages afforded by this Endorsement.
- B. This policy does not apply:
1. to liability assumed by the Insured under any contract or agreement;
 2. to Personal Injury arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;
 3. to Personal Injury sustained by any person as a result of an offense directly or indirectly related to the employment of such person by the **Named Insured**;
 4. to Personal Injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the **Named Insured** was made prior to the effective date of this insurance;
 5. to Personal Injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any Insured with knowledge of falsity thereof;
 6. to Personal Injury arising out of the appropriation or taking of property or property rights in fact or by formal exercise of governmental power;
 7. to Personal Injury arising out of any:
 - (a) refusal to employ; or
 - (b) termination of employment; or
 - (c) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
 - (d) consequential Personal Injury as a result of (1) through (3) above.

This Exclusion (7) applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

4. DEFINITION APPLICABLE TO THE PERSONAL INJURY HAZARD:

“Damages”: “Damages” means only those damages which are payable because of Personal Injury arising out of an offense to which this insurance applies.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, SUBJECT TO CAP ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

Provided that coverage is otherwise afforded under this policy, and subject to all the terms and conditions of this policy, coverage is afforded for the following:

A. CERTIFIED ACT OF TERRORISM

1. The following DEFINITION is added to the DEFINITIONS Section of the Policy:

“Certified Act Of Terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
- b. to be an act of terrorism;
- c. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- d. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
- e. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act of 2002, as amended, exceed \$100 billion in a Program Year and the Company has met its insurer deductible under the Terrorism Risk Insurance Act of 2002, as amended, the

Company shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

All other terms and conditions of the policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CERTIFIED ACT OF TERRORISM EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

1. The following EXCLUSION is added to the EXCLUSIONS Section of the Policy:

This insurance does not apply to:

“Certified Act Of Terrorism” pursuant to the Terrorism Risk Insurance Act of 2002, as amended. The Company will not pay for any injury or damage caused directly or indirectly by a “Certified Act Of Terrorism”. Such injury or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

2. The following DEFINITION is added to the DEFINITIONS Section of the Policy:

“Certified Act Of Terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

- a. to be an act that resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act of 2002, as amended;
- b. to be an act of terrorism;
- c. to be a violent act or an act that is dangerous to human life, property, or infrastructure;
- d. to have resulted in damage:
 - 1) within the United States; or
 - 2) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
- e. to have been committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the policy remain unchanged.

XL INSURANCE AMERICA, INC.

**POLICYHOLDER DISCLOSURE NOTICE
OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), you have a right to purchase insurance coverage for losses resulting from Certified Acts of Terrorism, as defined in Section 102(1) of TRIA. The term "Certified Act of Terrorism" now means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE WILL BE CHARGED AT RATES AS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT TRIA CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Aviation Products Liability Policy

ADDITIONAL 60-100% OF THE PREMIUM (Specific quotes available upon request)

Please note that TRIA coverage, if purchased, will be subject to all of the terms and conditions of the policy except as might otherwise be required by any applicable law. We reserve the right to adjust the rates listed above where unique individual characteristics so warrant.

Carefully read your policy, including the endorsements attached to your policy. **You should contact your insurance agent or broker to discuss your options in light of the availability of terrorism coverage or in the event that you have questions about TRIA.**

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms a part of
Policy No. issued to
by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION AND NON-RENEWAL ENDORSEMENT

ARKANSAS

This endorsement modifies insurance provided under the following:

AVIATION PRODUCTS LIABILITY POLICY

It is hereby agreed that CONDITIONS Section, Item 12. CANCELLATION is deleted and replaced with the following:

CANCELLATION AND NON-RENEWAL

1. Cancellation by the **Named Insured**

The **Named Insured** has the right to cancel this policy at any time by giving notice to the Company stating when thereafter the cancellation shall be effective. If the policy is so cancelled, earned premium should be computed short rate.

2. Cancellation by the Company

- a. The Company has the right to cancel this policy at any time and for any reason within the first sixty (60) days. The Company must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation.
- b. After this policy has been in effect for sixty (60) days, it may be cancelled only for one of the following reasons:
 1. Non-payment of premium;
 2. Fraud or material misrepresentation;
 3. Material change in risk which increases hazard;
 4. Violation of code or law which increases hazard;
 5. Non-payment of dues where membership is required for coverage; or
 6. Material violation of a material policy provision.

The Company must mail notice of cancellation at least twenty (20) days prior to the effective date of such cancellation. If the Company cancels for non-payment of premium, the Company must mail notice of cancellation at least ten (10) days prior to the effective date of such cancellation. If the policy is cancelled by the Company, earned premium shall be computed pro rata.

All notice of cancellation or non-renewal will be mailed or delivered to the **Named Insured's** last known address. If notice is mailed it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

SERFF Tracking Number: XLAM-125688757 State: Arkansas
Filing Company: XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50
International America Insurance Company)
Company Tracking Number: 08WD-XA-AC01-MU-AR
TOI: 22.0 Aircraft Sub-TOI: 22.0000 Aircraft
Product Name: Aviation
Project Name/Number: Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	06/25/2008
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Comments:

Attachment:

NAIC Transmittal-Forms.pdf

Property & Casualty Transmittal Document

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:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

3. Group Name	Group NAIC #
XL America, Inc.	1285

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
XL Insurance America, Inc.	DE	24554	75-6017952	

5. Company Tracking Number	08WD-XA-AC01-CW-AR
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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
	Patricia Pollard 1201 N. Market, Suite 501 Wilmington, DE 19801	State Filings Supervisor	302-661-7059 866-304-3079	302-778-4190	Patricia.Pollard@xl group.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Patricia Pollard

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

9. Type of Insurance (TOI)	Aviation
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Aviation Program
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: 07/15/2008 Renewal: 07/15/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	

17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	08WD-XA-AC01-CW-AR
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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XL Insurance America, Inc. is hereby submitting a new Commercial Aviation Rate and Form filing for your review and approval. This is a new product for XL Insurance America, Inc. and replaces any previously filed rate or form for the Aircraft (all perils) line of business.

Our new program will encompass Aircraft Hull & Liability Insurance, Aviation Products Liability, Commercial General Liability Aviation Insurance, and Aviation Excess Liability Insurance . Enclosed for your review are the Forms and forms list.

The Policyholder Disclosure Notice Of Terrorism Insurance Coverage, In Witness Endorsement (signature page), countersignature and other company forms are included as informational since these forms are company forms and currently filed with your Department, if required.

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 #: EFT
Amount:

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

Effective March 1, 2007

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

SERFF Tracking Number: *XLAM-125688757* State: *Arkansas*
 Filing Company: *XL Insurance America, Inc. (formerly Winterthur State Tracking Number: EFT \$50*
International America Insurance Company)
 Company Tracking Number: *08WD-XA-AC01-MU-AR*
 TOI: *22.0 Aircraft* Sub-TOI: *22.0000 Aircraft*
 Product Name: *Aviation*
 Project Name/Number: *Aviation Commercial Aircraft (all perils) New Program /08WD-XA-AC01-MU-AR*

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Pilot Warranty Endorsement	06/13/2008	AHA 427 04 08.pdf

ENDORSEMENT #

This endorsement, effective 12:01 a.m., forms a part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL DAMAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT HULL & LIABILITY INSURANCE POLICY

This policy is amended as follows:

The description of **Aircraft** and **Physical Damage** Coverage set forth in the Declarations is _____ to read as follows:

<u>Registration Number</u>	<u>Make/ Model</u>	<u>Year Built</u>	<u>Seats C / P</u>	<u>Insured Value</u>	<u>Physical Damage Coverage</u>	<u>Premium</u>	<u>Deductibles In Motion/Not in Motion</u>
				\$		\$	\$
				\$		\$	\$
				\$		\$	\$
				\$		\$	\$

All other provisions of this policy remain the same.