

## **AIRCRAFT INSURANCE POLICY**

### **AGGRESSIVE INSURANCE SERVICES, LLC**

4500 Fuller, Suite 400  
Irving, TX 75038



#### **AVIATION PROGRAM ADMINISTRATOR FOR:**

Stonewall Insurance Company  
3024 Harney Street  
Omaha, NE 68131

**Your policy is a legal contract between You and Us; therefore,  
IT IS IMPORTANT THAT YOU READ YOUR POLICY CAREFULLY.**

### **WARNING!**

**If You have an Occurrence in Mexico, You may be jailed and Your Aircraft impounded unless You have Aircraft liability coverage issued by an insurance company licensed in Mexico.**

**As We are not licensed to provide Aircraft liability coverage in Mexico, You must make certain You obtain this additional coverage before You fly into Mexico!**

**AIRCRAFT INSURANCE POLICY**

Quick Reference

**Declarations Page**

**Our** Name and Address ..... Top Left

**Your** Policy Number ..... Top Left

**Your** Prior Policy Number ..... Top Right

**Your** Agent’s Name and Address ..... Top Right

**Your** Name ..... Item 1

**Your** Address ..... Item 2

Policy Period ..... Item 3

Location of **Aircraft** ..... Item 4

Description of **Aircraft** ..... Item 5

Aircraft **Physical Damage** ..... Item 6

Liability To **Others** and Medical Expenses ..... Item 7

Premiums ..... Item 8

Endorsements & Forms ..... Item 9

Requirements for the Pilot Flying the **Aircraft** ..... Item 10

The Use of the **Aircraft** ..... Item 11

Additional Interests ..... Item 12

Signature of an Authorized  
Representative of **Our** Aviation Program Administrator ..... Bottom

**Part One. GENERAL PROVISIONS AND CONDITIONS**

1. Definitions ..... Page 4-5

2. **Our** Obligations and **Your** Duties ..... 5

3. Requirements for the Pilot Flying the **Aircraft** ..... 5

4. The Use of the **Aircraft** ..... 5

5. When and Where **Your** Policy Provides Coverage ..... 5

6. If there is an **Accident** or **Occurrence** ..... 5

7. Changing **Your** Policy ..... 6

8. Canceling **Your** Policy ..... 6

9. Other Coverage ..... 6

10. Transfer of Interest in **Your** Policy ..... 6

11. **Our** Right of Recovery ..... 6

12. State Statutes ..... 7

13. Legal Action Against **Us** ..... 7

14. Concealment or Misrepresentation ..... 7

15. Inspection and Audit ..... 7

**Part Two. AIRCRAFT PHYSICAL DAMAGE**

1. What **We** Cover ..... Page 7

2. What **You** Must Pay or Bear (Deductible) ..... 7

3. What **We** Will Pay (Less Deductible) ..... 7-8

4. What **We** Will Not Pay ..... 8

5. What **You** Must Do ..... 8

6. When **We** Will Pay ..... 8

7. Theft ..... 9

8. Disappearance ..... 9

9. Reinstatement of Coverage ..... 9

**Part Three. LIABILITY TO OTHERS**

1. What **We** Cover ..... Page 9

2. Who Is Protected ..... 9-10

3. Who Is Not Protected ..... 10

4. What Is Not Covered ..... 10

5. Additional Protection ..... 11

**Part Four. MEDICAL EXPENSES**

1. What **We** Will Pay ..... Page 11

2. Whom **We** Will Pay ..... 11

3. What **We** Will Not Pay ..... 11

4. Effect of Payment ..... 11

5. Proof of Claim ..... 11

6. Legal Action for Medical Expenses ..... 12

**Part Five. SPECIAL PROVISIONS AND CONDITIONS**

1. Newly Acquired **Aircraft** ..... Page 12

2. Temporary Use of Substitute Aircraft ..... 12

3. Use of Another Aircraft ..... 12

4. What **We** Will Not Cover ..... 13

**Validation** ..... 13

## Part One. GENERAL PROVISIONS AND CONDITIONS

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Here are some matters **You** need to be aware of before **You** read the other Parts of **Your** policy that explain **Your** coverage.

### 1. Definitions

*The following words and phrases have special meaning throughout Your policy:*

- a. **"You"** and **"Your"** mean the person(s) or organization(s) named in Item 1 of the Declarations Page under the heading "Your Name".
- b. **"Someone We Protect"** means any person or organization **We** provide coverage to through **Your** policy other than **You**.
- c. **"Anyone"** or **"Others"** means any person or organization other than **You** or **Someone We Protect**.
- d. **"We"**, **"Us"** or **"Our"** means the insurance company named at the top of the Declarations Page.
- e. **"Aviation Program Administrator"** means Aggressive Insurance Services, LLC d.b.a. Aggressive Insurance who manage **Our** aviation insurance business for **Us**.
- f. **"Aircraft"** means the **Aircraft** owned or leased by **You** which is shown in Item 5 of the Declarations Page or qualifying under Part Five. SPECIAL PROVISIONS AND CONDITIONS of **Your** policy. It includes the airframe, landing gear system, engine (including propeller governor or other parts or accessories attached or mounted to the engine), propeller or rotor, flight and engine instruments, avionics, electrical system, flight control system, fuel system, and any hydraulic and pressurization system. Parts usually mounted or attached to the **Aircraft** are included while temporarily removed so long as they are not replaced by other parts.
- g. **"Agreed Value"** means the amount of money shown in Item 6 of the Declarations Page. This is the amount **You** and **We** have agreed **Your Aircraft** is worth and, subject to the applicable deductible, is the maximum amount of Aircraft Physical Damage coverage **We** provide.
- h. **"In Motion"** means when any part of the **Aircraft** is moving under the **Aircraft's** own power or the resulting momentum.
- i. **"In Flight"** means when movement of the **Aircraft** begins for takeoff until completion of the landing run.
- j. **"Passenger"** means any person, other than the pilot, who is in the **Aircraft** or getting in or out of it. If more than one of the **Aircraft** shown in Item 5 of the Declarations Page is involved in one **Occurrence**, every person other than the pilot who is in any of the **Aircraft** is a **Passenger**.
- k. **"Bodily Injury"** means physical injury to a person, including sickness, disease or death, resulting therefrom.
- l. **"Property Damage"** means damage to or destruction of tangible property, including any resulting loss of use of that property. It does not include damage to or destruction of the **Aircraft** or any other property a **Renter Pilot, You** or **Someone We Protect** under **Your** policy owns, has charge of, or transports in the **Aircraft**.
- m. **"Accident"** means a sudden event during the policy period, neither expected nor intended by **You** or **Someone We Protect**, that involves the **Aircraft** and causes physical damage to or loss of the **Aircraft** during the policy period.
- n. **"Occurrence"** means a sudden event or repeated exposure to conditions, involving the **Aircraft** during the policy period, neither expected nor intended by **You** or **Someone We Protect**, that causes **Bodily Injury** or **Property Damage** to **Others** during the policy period. All **Bodily Injury** or **Property Damage** resulting from the same general conditions will be considered to be caused by one **Occurrence**. If more than one of the **Aircraft** shown in Item 5 of **Your** Declarations Page is involved in the same **Occurrence**, all **Bodily Injury** or **Property Damage** resulting from the involvement of all of the **Aircraft** will be considered to be caused by one **Occurrence** in which event the highest applicable **Occurrence** amount will apply.
- o. **"Federal Aviation Administration (FAA)"** means the authority of the United States of America having jurisdiction over civil aviation.
- p. **"Student Pilot"** means any pilot holding a valid student pilot certificate issued by the **FAA** who is receiving flight instruction or operating the **Aircraft** solo under the direct supervision and flight endorsement of a **FAA** Certified Flight Instructor.
- q. **"Renter Pilot"** means any person or organization who is renting the **Aircraft** from **You**.
- r. **"Pleasure and Business"** means use of the **Aircraft** by **You** or by **Someone We Protect** for personal and business-related purposes where no charge is made for such use. **You** or **Someone We Protect** may receive reimbursement for expenses incurred in operating the **Aircraft** provided such reimbursement is limited to expenses allowable, if any, to a Private Pilot under Part 61 of the **FAA** regulations.
- s. **"Instruction and/or Rental"** means use of the **Aircraft** by **You** for the instruction of, or rental to, **Others** for their **Pleasure and Business** purposes. **You** or **Someone We Protect** may also use the **Aircraft** for **Pleasure and Business** purposes.

- t. **“Charter/Air Taxi”** means use of the **Aircraft** by **You** for transporting passengers or freight for hire, and use by **You** or **Someone We Protect** for **Pleasure and Business** purposes.
- u. **“Commercial”** means use of the **Aircraft** by **You** for **Instruction and/or Rental** purposes, **Charter/Air Taxi** purposes and by **You** or **Someone We Protect** for **Pleasure and Business** purposes.
- v. **“Flying Club”** means a club that is owned by **You** for the sole benefit of **You** and its members. A member is any person having an ownership interest in the **Aircraft** or in the organization shown in Item 1 of the Declarations Page. **You** may charge membership fees and dues and **You** may also charge the members fees for use of the **Aircraft**. However, the members use of the **Aircraft** is limited solely to **Pleasure and Business** purposes only.

## 2. Our Obligations and Your Duties

**We** agree to provide coverage to **You** and **Someone We Protect** if **You** pay the premium and comply fully with **Your** policy’s requirements, but if **You** do not, or **Someone We Protect** does not, then **We** are not obligated either to **You** or to **Someone We Protect**. **We** have the right to deduct any premium or other monetary obligations owed to **Us** from any payment **We** make.

## 3. Requirements for the Pilot Flying the Aircraft

**You** must make certain that the pilot operating the **Aircraft In Flight** meets the requirements shown in Item 10 of the Declarations Page. There is no coverage under **Your** policy for any **Accident** or **Occurrence** involving operation of the **Aircraft In Flight** if the pilot does not meet these requirements.

## 4. The Use of the Aircraft

**You** must make certain that the **Aircraft** is used for the purposes stated in Item 11 of the Declarations Page. There is no coverage under **Your** policy if the **Aircraft**:

- a. Is used for any purpose not stated in Item 11 of the Declarations Page;
- b. Is used for any unlawful purpose;
- c. Use requires a special permit or waiver from the **FAA**; or
- d. Airworthiness certificate is not in full force and effect or has been converted to a restricted or experimental certificate unless stated in Item 5 of the Declarations Page or in an endorsement attached hereto.

## 5. When and Where Your Policy Provides Coverage

**Your** policy provides coverage during the policy period shown in Item 3 of the Declarations Page while the **Aircraft** is within the United States (excluding Alaska and Hawaii), and Canada, and Mexico (as respects Aircraft Physical Damage coverage only) or while en route between these territories.

## 6. If there is an Accident or Occurrence

In the event of an **Accident** or **Occurrence**, **You** or **Someone We Protect** must:

- a. Promptly notify **Us** or **Our Aviation Program Administrator** and describe how, when and where the **Accident** or **Occurrence** happened and give the names and addresses of witnesses, injured persons and all persons onboard the **Aircraft**;
- b. Cooperate with **Us** in the investigation, settlement or defense of any claim;
- c. Answer under oath questions asked by **Us** or anyone **We** designate;
- d. Promptly send **Us** copies of any notices or legal papers received relating to the **Accident** or **Occurrence**;
- e. Help **Us** in obtaining and giving evidence, attending hearings and trials, and getting witnesses to testify; and
- f. Promptly notify the police if the **Aircraft** or any part of it is stolen or vandalized.

In the event of an **Accident** or **Occurrence**, **You** and **Someone We Protect** must not:

- a. Make any statement about the **Accident** or **Occurrence** to **Others** without **Our** permission, except to government authorities making an official investigation; or
- b. Make any voluntary payments, assume any obligation or incur any expense without **Our** permission, except for emergency first aid to **Others** or for protection of the **Aircraft** from further loss.

## 7. Changing Your Policy

If **You** wish to change anything in **Your** policy, **You** or **Your** representative should contact **Us** through **Our Aviation Program Administrator**, but no change occurs until **You** or **Your** representative is notified in writing by **Our Aviation Program Administrator** of **Our** agreement to change **Your** policy.

## 8. Canceling Your Policy

**You** may cancel **Your** policy at any time by telling **Us** in writing and in advance, through **Our Aviation Program Administrator**, of the date **You** want the coverage to end. If **You** cancel **Your** policy, **We** will refund the unearned premium **You** have paid.

**We** or **Our Aviation Program Administrator** may cancel **Your** policy at any time by mailing or delivering a notice of cancellation to **You** at the address shown in Item 2 of the Declarations Page or any subsequent address provided to **Us** by **You** at least:

- a. 10 days before the effective date of cancellation if **We** cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if **We** cancel for any other reason.

Proof of mailing or delivery of the notice is sufficient proof of notice. **We** will compute the premium earned by **Us** based on the percentage of the original policy period that **We** provided coverage.

**We** will refund to **You** any premium that **You** have paid that **We** have not earned, but making the refund is not a condition of cancellation.

However, if **We** are due to pay or have paid the **Agreed Value** of any **Aircraft**, less any applicable deductible, under the Aircraft Physical Damage coverage, **We** are entitled to the total Aircraft Physical Damage premium shown on the Declarations Page for the **Aircraft** on which **We** are due to make or have made payment. **You** agree to pay any premium that may be due or permit **Us** to deduct such premium from **Our** loss payment.

## 9. Other Coverage

If there is other coverage protecting **You** or **Someone We Protect** for an **Accident** or **Occurrence** covered by **Your** policy, **We** will pay only the percentage portion that the applicable limit of coverage of **Your** policy bears to the total of the applicable limits of coverage for all policies.

If there is an **Accident** or **Occurrence** covered by **Your** policy involving the Temporary Use of Substitute Aircraft or Use of Another Aircraft, **Your** policy will be excess over any other policy protecting **You**.

If there is other insurance covering the **Accident** or **Occurrence** issued through **Our Aviation Program Administrator**, **We** will not pay more than the limits of coverage of the policy having the greatest limits.

## 10. Transfer of Interest in Your Policy

Neither **You** nor **Someone We Protect** can transfer an interest in **Your** policy without **Our** written consent through **Our Aviation Program Administrator**. If **You** die during the policy period, **Your** legal representative will have all of **Your** rights and duties under **Your** policy while settling **Your** estate if **We** are notified within 60 days of **Your** death.

## 11. Our Right of Recovery (Except Part Four. MEDICAL EXPENSES)

If **We** make any payment, **We** will take over **Your** right to recover the payment from **Anyone** who is responsible. **You** and **Someone We Protect** must do everything necessary to transfer this right of recovery to **Us**, including allowing suit to be brought in **Your** name or in the name of **Someone We Protect**. **You** and **Someone We Protect** must do nothing that will interfere with, limit or waive **Our** right to recover.

## 12. State Statutes

Any statement or provision of **Your** policy which conflicts with the laws of the state shown in Item 4 of the Declarations Page is hereby amended by **Us** to conform to the laws of such state.

## 13. Legal Action Against Us

No legal action shall be brought against **Us** until **Your** policy provisions have been complied with fully. No one shall have the right to:

- a. Join **Us** as a party to any legal action brought against **You** or **Someone We Protect**; or
- b. Bring **Us** into any legal action to determine **Your** liability or the liability of **Someone We Protect**.

## 14. Concealment or Misrepresentation

**We** do not provide coverage for **You** or **Someone We Protect** if **You** or **Someone We Protect** has concealed or misrepresented any material fact or circumstance relating to **Your** policy either before or after an **Accident** or **Occurrence**.

## 15. Inspection and Audit

**We** will have the right, but shall have no obligation, to inspect the **Aircraft** and records during and up to 1 year after the policy period. **We** do not make safety inspections and do not warrant that the **Aircraft** is safe for its intended use or is in compliance with applicable laws or regulations.

## Part Two. AIRCRAFT PHYSICAL DAMAGE

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Review Item 6 of the Declarations Page to confirm the AIRCRAFT PHYSICAL DAMAGE coverage that has been issued to **You**. Please note also the **Agreed Value** of the **Aircraft** and the amount for which **You** are responsible (the deductible). This coverage is for **Your** benefit and not for the benefit of **Anyone** else in possession of the **Aircraft**.

### 1. What We Cover

Subject to the provisions of Item 6 of the Declarations Page:

- a. Direct physical loss of or damage to the **Aircraft** caused by an **Accident** while the **Aircraft** is **In Motion**; and
- b. Direct physical loss of or damage to the **Aircraft** caused by an **Accident** while the **Aircraft** is not **In Motion**.

### 2. What You Must Pay or Bear (Deductible)

When **We** pay for loss of or damage to the **Aircraft**, **You** must first pay or bear one of the following amounts:

- a. **In Motion** Deductible. The amount shown in Item 6 of the Declarations Page must be paid or borne by **You** when loss or damage occurs.
- b. **Not In Motion** Deductible. The amount shown in Item 6 of the Declarations Page must be paid or borne by **You** when loss or damage occurs. **We** will not apply a deductible amount if the loss or damage results from a fire caused by a combustion source external to the **Aircraft**, lightning, explosion, theft or vandalism.

### 3. What We Will Pay (Less Deductible)

- a. Destroyed Aircraft. If the cost of repair to the **Aircraft** when it is damaged equals or exceeds the **Agreed Value**, it is a destroyed **Aircraft**.

If the **Aircraft** is destroyed, **We** will pay the **Agreed Value** of the **Aircraft**, less the applicable deductible. **We** will be entitled to ownership of the **Aircraft** upon payment, free and clear of any encumbrances on the **Aircraft**.

- b. Damaged Aircraft. If the **Aircraft** is damaged and not destroyed, **We** will, after the **Aircraft** has been repaired, pay for the reasonable cost of such repair, but **We** will not pay more than the **Agreed Value**, less the applicable deductible.

If the **Aircraft** is damaged by hail, **We** will pay the reasonable cost of repair of the hail damage that affects the airworthiness of the **Aircraft** after the **Aircraft** has been repaired. **We** will also pay an amount not exceeding 10% of the **Agreed Value** for hail damage that does not affect the airworthiness of the **Aircraft**. Hail damage that does not result in an immediate grounding of the **Aircraft** will be deemed to be damage not affecting the airworthiness of the **Aircraft**.

Cost of repair includes necessary labor at straight time rates, parts and materials of similar kind and quality and the least expensive transportation charges necessary to repair the **Aircraft** and return it to the place where the damage occurred or its home airport, whichever is nearer. If **You** are authorized by the **FAA** to perform, and **You** elect to perform, **Your** own repairs, **You** agree to supply materials, parts and labor at **Your** cost, excluding overtime payments. If **You** incur a labor cost for work performed by **Others**, **We** agree to increase the allowance for **Your** labor costs by 50% to help **You** defray **Your** cost of overhead and supervision.

#### 4. What We Will Not Pay

**We** will not pay for physical loss of or damage to the **Aircraft**:

- a. Unless the requirements regarding Pilots in Item 10 of the Declarations Page and Use (Item 11) are met;
- b. Caused by wear or tear, deterioration, freezing, mechanical or electrical breakdown or failure, including any loss or damage to a component or system of the **Aircraft** that is caused in whole or in part by a defective product or the negligence of any person or organization in repairing or installing such product. **We** will, however, pay for direct physical damage to other systems of the **Aircraft** that result from these causes. For the purpose of this provision, damage that results from the breakdown, failure or malfunction of any internal or external engine component, or any accessory, component or part attached to the engine is a breakdown or failure of the entire engine;
- c. Tires, unless caused by theft or vandalism, or the loss or damage is the result of other loss or damage **We** cover;
- d. If it is equipped for water takeoffs and landings unless the **Aircraft** is identified as a seaplane or amphibian in Item 5 of the Declarations Page;
- e. If **Your** interest in the **Aircraft** is subject to any liens, mortgages, lease or ownership interest claims of **Others** unless all interests of **Others** are identified in either Item 1 or 12 of the Declarations Page or in an Endorsement attached to **Your** policy;
- f. Caused by arrest, restraint, seizure, confiscation, detention by or at the direction of any government; or caused by declared or undeclared war;
- g. Directly or indirectly caused by or arising out of ionizing radiation or contamination by radioactivity from any source; or
- h. If **Anyone** to whom **You** relinquish possession of the **Aircraft** embezzles, converts or secretes the **Aircraft**.

**We** also will not pay for depreciation, loss of use, loss of profits, loss of guaranty or warranty, or any other economic or consequential damage of any kind.

#### 5. What You Must Do

If the **Aircraft** is damaged, **You** must:

- a. Do all **You** can to protect the **Aircraft** from further loss, and **We** will pay **You** for all reasonable expenses incurred by **You** in protecting it.
- b. Give **Us** a sworn Proof of Loss statement within 90 days of the loss.
- c. Show **Us** the physical damage to the **Aircraft** before **You** commence repair or disposition.
- d. Show **Us** all records **You** have that would prove the amount of loss.

#### 6. When We Will Pay

**We** will pay under **Your** policy:

- a. For damaged **Aircraft**: within 30 days after **You** have given **Us** a sworn Proof of Loss statement and **You** and **We** agree on the amount.
- b. For destroyed **Aircraft**: within 30 days after **You** have given **Us** a sworn Proof of Loss statement and **You** have delivered the **Aircraft** log books, airworthiness certificate and a bill of sale transferring clear title to the **Aircraft** to **Us**.

## 7. Theft

If the **Aircraft** or any part of it is stolen and recovered before **We** have paid for it, **We** may return it to **You** along with payment for any physical damage to it; provided always that such payment does not exceed the amount of the **Agreed Value** less the applicable deductible.

## 8. Disappearance

**We** will consider an insured **Aircraft** to be lost **In Flight** if it disappears and it cannot be located within 60 days of the discovery of its disappearance.

## 9. Reinstatement of Coverage

If the **Aircraft** is damaged, the amount of coverage for the **Aircraft** will be reduced by the amount of the damage. The coverage will be automatically increased, at no additional premium, by the cost of the repairs completed until the **Agreed Value** has been restored or the policy expires. If, however, **We** pay as much as the **Agreed Value**, less the applicable deductible, **We** are entitled to the total Aircraft Physical Damage premium for the **Aircraft** on which **We** made or make the payment.

## Part Three. LIABILITY TO OTHERS

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Review Item 7 of the Declarations Page to confirm the particular liability coverage and limits issued to **You**.

### 1. What We Cover

**We** will pay for the damages that **You** or **Someone We Protect**, are legally required to pay for **Bodily Injury** or **Property Damage** to **Others** caused by an **Occurrence** during the policy period.

**Bodily Injury** to **Passengers** and **Others** and **Property Damage** is a combined single limit of liability for each **Occurrence** which includes a lower limit of coverage, as referred to below, for each **Passenger**. The most **We** will pay for all **Bodily Injury** and **Property Damage** is shown under Item 7. LIABILITY TO OTHERS AND MEDICAL EXPENSES as the "Occurrence Limit". The most **We** will pay for **Bodily Injury** to each **Passenger** is shown under Item 7. LIABILITY TO OTHERS AND MEDICAL EXPENSES as the "Passenger Limit".

### 2. Who Is Protected (You and Someone We Protect)

As respects **Liability To Others**, **Your Bodily Injury** and **Property Damage** liability coverage protects **You** and **Someone We Protect**. Except for those entities and persons described in Clause 3 below the term **Someone We Protect** also includes the following:

- a. Any person riding in the **Aircraft** and any person or organization legally responsible for the use of the **Aircraft** provided such use is with **Your** express permission; and
- b. Any employee while acting within the scope of his or her employment by **You** or **Someone We Protect**. Provided, however, no employee is **Someone We Protect** with respect to:
  - 1) **Bodily Injury** to a co-employee while in the course or scope of his or her employment, or
  - 2) **Property Damage** to property owned, occupied or rented by, or loaned to that employee or to any of **Your** other employees or the employees of **Someone We Protect**.

If **Instruction and Rental**, **Charter/Air Taxi** or other uses involving a charge made to **Others** are permitted by **Your** policy, any person who receives compensation for providing flight instruction or pilot services (including flight checkouts, flight reviews, practical tests for license or aircraft rating purposes, or other pilot services permitted by **Your** policy) in the **Aircraft** for **Your** benefit or on **Your** behalf shall be considered to be **Your** employee acting within the course and scope of their employment with respect to an **Occurrence** that arises out of such activities, regardless of whether **You** deem that person to be **Your** employee or an independent contractor for any other purposes under any state or federal employment-related ordinance, statute or regulation.

Subject to the limitations of Clause 4, below, **You** and **Someone We Protect** are protected separately, but the limits of coverage shown in Item 7 of the Declarations Page do not increase regardless of (a) the number of entities or persons protected, or (b) the number of **Aircraft** involved in the **Occurrence**.

### 3. Who Is Not Protected

**Your Bodily Injury** and **Property Damage** coverage does not protect:

- a. Any persons or organizations (other than **You** and **Your** employees as referred to above), or employees or agents thereof, that make, sell, rent, repair or service aircraft or components, operate an airport facility, or provide instruction, pilot or flight service, where an **Occurrence** arises out of any of these activities; and
- b. A **Renter Pilot** with respect to any **Occurrence** arising out of the operation of the **Aircraft** by a **Renter Pilot**.

### 4. What Is Not Covered

**We** do not cover any:

- a. **Bodily Injury** or **Property Damage** unless the requirements of the Declarations Page regarding Pilots (Item 10) and Use (Item 11) are met;
- b. **Bodily Injury** to any employee while acting in the course and scope of their employment by **You** or by **Someone We Protect** for any claim against **You**, **Someone We Protect**, or a fellow employee. For purposes of this provision, the term "employee" means any person who receives compensation for services performed for **You** or **Someone We Protect** who would be deemed an "employee" for worker's compensation or unemployment benefits compensation purposes under applicable state law. The term "employee" also includes any person referred to as an employee in Clause 2 of this Part;
- c. **Property Damage** to property which **You** or **Someone We Protect** owns, has charge of, or transports in the **Aircraft**;
- d. **Bodily Injury** or **Property Damage** that is intentionally caused by **You** or by **Someone We Protect** unless done while **In Flight** to prevent dangerous interference with the **Aircraft**;
- e. **Bodily Injury** sustained by **You** or damages claimed by **You** or **Others** as a consequence of such **Bodily Injury**.
- f. **Bodily Injury** or **Property Damage** if the **Aircraft** is being operated **In Flight** by a **Student Pilot** with **Passengers** unless a **Passenger** is a pilot acting as pilot in command with the minimum requirements stated in Item 10 of the Declarations Page.
- g. **Bodily Injury** or **Property Damage** that **You** or **Someone We Protect** has agreed to assume;
- h. **Bodily Injury** or **Property Damage** liability if **You** lease, sell or mortgage all or some of **Your** interest in the **Aircraft** unless all interests of **Others** are stated in Item 1 or Item 12 of the Declarations Page or in an Endorsement attached to **Your** policy;
- i. **Bodily Injury** or **Property Damage** that is directly or indirectly caused by or arises out of ionizing radiation or contamination by radioactivity from any source; or
- j. **Bodily Injury** or **Property Damage** that is directly or indirectly caused by or arises out of:
  - 1) Noise (whether audible to the human ear, or not), vibration or sonic boom;
  - 2) Pollution and/or contamination of any kind. Nor shall this policy apply to any cost or expense for the abatement, removal or disposal of the above products or substances, including waste products or emissions;
  - 3) Electrical and/or magnetic interference; or
  - 4) Interference with the use of property.
- k. **Bodily Injury** or **Property Damage** that is directly or indirectly caused by or arising from asbestos, benzene, chromium copper arsenate (CCA), coal dust, dioxin, exterior insulation and finish systems (EIFS), lead, mercury, methyl tertiary-butyl ether (MTBE), mold and organic pathogens including but not limited to mold, fungus, bacteria or virus and their byproducts, pesticides and herbicides, pharmaceutical or medical products and devices except as used in connection with emergency first aid procedures, polychlorinated biphenyls (BCP), silica, talc, or tobacco, or health hazards of a similar nature not listed here, whether from the substances and products themselves or from any product that uses such substances or products or derivatives thereof. Nor shall this policy apply to any cost or expense for the abatement, removal or disposal of the above products or substances, including waste products or emissions.

## 5. Additional Protection

**We** also provide the following additional protection with each coverage under Part Three LIABILITY TO OTHERS as long as **We** have not paid, offered to pay, or tendered the limits of coverage that **You** have purchased.

**We** will:

- a. Defend at **Our** expense with attorneys **We** choose, any claim or legal action against **You** or **Someone We Protect** with respect to any claims for **Bodily Injury or Property Damage** resulting from an **Occurrence We** cover. **We** may investigate, negotiate, or settle any claim or legal action as **We** elect;
- b. Pay the expenses of, and court costs incurred in, claims or legal actions **We** defend;
- c. Reimburse **You** and **Someone We Protect** for all reasonable expenses incurred at **Our** request, but **We** will not pay for loss of wages or earnings;
- d. Pay post judgment interest on the part of a judgment against **You** or **Someone We Protect** that **We** are obligated to pay until **We** have made payment or tendered or deposited it in court;
- e. Pay premiums on bonds required to release attachments and to appeal judgments **We** elect to appeal, but **We** will not pay for bonds covering any aggregate amount more than the applicable limit of coverage; and
- f. Comply with the provisions of any **Aircraft** financial responsibility statute if **We** certify **Your** policy as proof of **Your** future financial responsibility under that statute. **We** will not, however, pay more than the limits of coverage shown in Item 7 of the Declarations Page. **You** agree to reimburse **Us** for any amount **We** have to pay in complying with the statute that **We** would not otherwise have had to pay.

## Part Four. MEDICAL EXPENSES

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Review Item 7 of the Declarations Page. The following applies if **You** have purchased Medical Expenses coverage.

### 1. What We Will Pay

**We** will pay the reasonable and necessary Medical Expenses incurred within one year for injuries to **You** and any **Passenger** caused by an **Occurrence** while the **Aircraft** was operated by **You** or **Someone We Protect**. Medical Expenses include the cost of medical, surgical, dental, hospital, professional nursing, ambulance or funeral services. The most **We** will pay for each person's Medical Expenses is shown under Item 7. LIABILITY TO OTHERS AND MEDICAL EXPENSES as "Each Person". The most **We** will pay for all Medical Expenses is shown under Item 7. LIABILITY TO OTHERS AND MEDICAL EXPENSES as "Each Occurrence".

### 2. Whom We Will Pay

**We** will pay each injured person directly, the person responsible for payment, or the person or organization that provided the service, as applicable.

### 3. What We Will Not Pay

**We** will not pay any Medical Expenses to the extent payment is required under any worker's compensation, unemployment benefit compensation or disability benefits law or similar law.

### 4. Effect of Payment

**We** are not admitting that **You** or **We** have any legal liability or responsibility by making payments for Medical Expenses.

### 5. Proof of Claim

The injured person or someone acting for that person must give **Us** written proof of the Medical Expenses and must help **Us** obtain the medical records and reports **We** need. If **We** ask, the injured person must submit to an examination by any doctor **We** select.

## 6. Legal Action for Medical Expenses

A legal action against **Us** for Medical Expenses cannot be brought unless **You** or **Someone We Protect** has done everything that **You** or **Someone We Protect** is required to do and at least 30 days has passed since proof of the claim has been given to **Us**.

## Part Five. SPECIAL PROVISIONS AND CONDITIONS

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These Special Provisions and Conditions do not apply unless Item 11 of the Declarations Page states that the sole use of the **Aircraft** is limited to **Pleasure and Business**.

### 1. Newly Acquired Aircraft

If **We** insure all of the **Aircraft You** own and provided **You** notify **Us** during the policy period and within 30 days after **You** acquire ownership of another aircraft, and pay the additional premium that **We** require, then **We** will extend the coverage of **Your** policy to apply to that **Aircraft**.

#### What Coverage We Will Provide

- a. The same AIRCRAFT PHYSICAL DAMAGE (Part Two) coverage and deductible amounts as **We** provide on similar category and class of **Aircraft** with the highest **Agreed Value** shown on the Declarations Page. Subject to the foregoing coverage limit, the maximum **We** will pay for physical damage or loss is the amount **You** paid for the **Aircraft**, plus the cost of any repairs or additions **You** made; or in the case of a trade-in, the fair market value of the **Aircraft** plus the cost of any repairs or additions **You** made.
- b. The same LIABILITY TO OTHERS (Part Three) coverage and MEDICAL EXPENSES (Part Four) coverage **We** provide for an **Aircraft** with the greatest seating capacity as shown on the Declarations Page.

### 2. Temporary Use of Substitute Aircraft

If **You** are unable to fly an **Aircraft** because of its breakdown, repair, servicing, loss or destruction, **We** will extend the coverage of **Your** policy to **Your** use of a substitute aircraft.

#### What Coverage We Will Provide

The same LIABILITY TO OTHERS (Part Three) coverage and MEDICAL EXPENSES (Part Four) coverage **We** provide for an **Aircraft** with the greatest seating capacity as shown on the Declarations Page.

### 3. Use of Another Aircraft

If **You** are one individual, or one individual and spouse, and use another aircraft not owned in whole or in part by **You**, or furnished for **Your** regular use, **We** will extend the coverage of **Your** policy to **Your** use of that other aircraft.

#### What Coverage We Will Provide

The same LIABILITY TO OTHERS (Part Three) coverage and MEDICAL EXPENSES (Part Four) coverage **We** provide for an **Aircraft** with the greatest seating capacity as shown on the Declarations Page.

#### 4. What We Will Not Cover

As respects “Temporary Use of Substitute Aircraft” or “Use of Another Aircraft”, **We** will not provide AIRCRAFT PHYSICAL DAMAGE (Part Two) coverage.

In addition to those persons and things which **We** will not cover, protect or pay in other parts of **Your** policy, **We** will not provide coverage for “Newly Acquired Aircraft”, “Temporary Use of Substitute Aircraft”, or “Use of Another Aircraft”:

- a. Unless the requirements of the Declarations Page regarding Pilots (Item 10) and Use (Item 11) are met;
- b. Unless it is licensed under a standard airworthiness certificate issued by the **FAA**;
- c. If it is a multiengine aircraft unless an **Aircraft** in Item 5 on the Declarations Page is a multiengine aircraft;
- d. If it is a turbine powered aircraft unless an **Aircraft** in Item 5 on the Declarations Page is a turbine powered aircraft;
- e. If it is a helicopter unless an **Aircraft** in Item 5 on the Declarations Page is a helicopter; or
- f. If it is a seaplane or amphibian unless an **Aircraft** in Item 5 on the Declarations Page is a seaplane or amphibian.

#### VALIDATION

**Your** policy is comprised of the Declarations Page, Parts One through Five and any Endorsements **We** issue. The signatures below of **Our** president and secretary validate **Your** policy.



Brennan S. Neville  
Secretary



Joseph R. Liuzzi  
President