

YOUR

AVIATION POLICY

ISSUED BY

HARCO NATIONAL INSURANCE COMPANY

A Stock Company

Address:

**1701 Golf Road, Suite 1-600
Rolling Meadows, IL 60008
(800) 448-4642**

A Member of:



IN WITNESS WHEREOF, the Company has caused the facsimile signatures of its President and Secretary to be affixed hereto, and caused this policy to be signed on the Declarations Page by an authorized representative of the Company.

Michael D. Blonien

Secretary

D - P

President

Notice of Privacy Policy

IAT Insurance Group

ACCEPTANCE CASUALTY INSURANCE COMPANY * ACCEPTANCE INDEMNITY INSURANCE COMPANY *
COMMERCIAL ALLIANCE INSURANCE COMPANY * IAT RE * HARCO NATIONAL INSURANCE COMPANY *
OCCIDENTAL FIRE & CASUALTY COMPANY OF NC * SERVICE INSURANCE COMPANY * TRANSGUARD
INSURANCE COMPANY * WILSHIRE INSURANCE COMPANY

This notice is from the member companies of IAT Insurance Group ("IAT") listed above. IAT values you as a customer and respects your right to privacy. We also respect your right to keep your personal information confidential and to avoid unwanted solicitations. In the course of our business relationship with you, we collect information about you that is necessary to provide you with our products and services. We treat this information as confidential and recognize the importance of protecting it. This notice describes our privacy practices regarding information about our customers and former customers that obtain financial products or services from us.

Information We May Collect

We collect information about you to provide you with the coverage, product, or service you request and to service your account. The information ("nonpublic personal information") we collect about you and members of your household ("you") is generally from the following sources:

- Information we receive from you on applications or other forms, such as your address, telephone number, driver's license number, and social security number;
- Information about your transactions with us and our affiliates, such as your payment history, policy coverage, and premiums;
- Information we receive from a consumer report agency or insurance support organization, such as driving records, credit report information, and claim history; and
- Information from your visits to iatinsurance.com or other websites we operate, use of our social media sites, and interactions with our online advertisements.

Information Disclosure

In order to better serve you and to assist in meeting your product and service needs, we share our information about your insurance transactions and experiences with companies related to us by common control or ownership and with our network of agents. We may also disclose information about you to financial institutions and companies that perform marketing services for us or with whom we have joint marketing agreements, as permitted by law. Additionally, we may share information as necessary to handle your claims and to protect you against fraud and unauthorized transactions. We do not disclose any nonpublic personal information about you to any third parties, except as described in this notice or otherwise permitted by law.

Security of Information

We also take steps to safeguard your information. We maintain physical, electronic, and organizational safeguards to protect your information. We also restrict access to your information to those employees and other parties who have a need to know that information, in order to provide products or services to you.

If a material change is made to this Notice, a revised version of the Notice of Privacy Policy will be made available to you. We sincerely appreciate your continued business.



CLAIM REPORTING POLICYHOLDER NOTICE

To report a claim under the policy, you may contact us as shown below. The following information will assist us with the handling of your claim:

- Include your Policy Number and / or Claims Number in all communication with us.
- Provide us with a copy of any suit, demand for arbitration or mediation, claims letter or similar notice.
- Send copies of any internal reports related to the loss.

Company:	Harco National Ins. Co.
By phone – To report a claim or check status:	1(866) 576-7971 - Toll-free
To report a claim online:	www.iatinsurance.com/claims
To submit a loss notice:	program.claims@iatinsurance.com Jessica.Kernan@iatinsurance.com Diane.Tega@iatinsurance.com
Fax correspondence:	919-834-0855
For all mail correspondence:	PO Box 17449 Raleigh, NC 27619-7449

We will always acknowledge each first notice of loss, initiate contact with you and will request information that may be needed to evaluate your claim.



HARCO NATIONAL INSURANCE COMPANY
1701 Golf Road, Suite 1-600
Rolling Meadows, IL 60008-4241

AIRCRAFT POLICY DECLARATIONS

- ITEM 1 **NAMED INSURED:** T-Craft Aero Club, Inc.
MAILING ADDRESS: 135 Municipal Drive, Nampa, ID 83687
PRODUCER NAME: Transguard General Agency, Inc.
MAILING ADDRESS: 6371 Business Blvd, Suite 200, Sarasota, FL 34240
- ITEM 2 **POLICY PERIOD:** FROM 04/28/2024 TO 04/28/2025
at 12:01 a.m. Standard Time at the **Named Insured's** address in ITEM 1
- ITEM 3 The insurance afforded under this Policy is only with respect to the following coverages as indicated by a specific premium charge. The limit of the Company's liability for such coverage is stated below and subject to all the terms of this Policy.

ITEM 4 Liability Coverages

Coverages		Limit of Liability		Liability Premium
		Each Person	Each Occurrence	
A.	Bodily Injury Excluding Passengers	XXXX		
B.	Property Damage Liability			
C.	Passenger Bodily Injury			
D.	Single Limit Bodily Injury & Property Damage	XXXX	\$1,000,000	\$12,852.00
	<u>Including Passenger</u> Liability Passenger Liability Limited to	\$100,000	XXXX	
E.	Medical Expense <u>Including Crew</u>	\$5,000	per seating	\$260.00

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

Year	Make	Model	FAA Reg. No.	Seats Crew/Pass	Insured Value	Physical Damage Premium
		See Schedule				

Deductible Not In Motion	Deductible In Motion/Ingestion/Mooring	Physical Damage

Premium Summary	
Total Physical Damage Premium	\$24,031.00
Total Liability Premium	\$13,112.00
Endorsement Total	\$0.00
State Tax or Other (if applicable)	\$0.00
Terrorism (TRIA) Premium	INCLUDED
Total Premium	\$37,143.00

ITEM 6 Pilots

When **In Motion** or **In Flight** the **aircraft** will be **operated** only by the following pilots, provided each has a valid pilot's certificate, including current and valid medical certification appropriate for the flight and **aircraft** insured:

See as endorsed, refer to the Pilot Clause Endorsement attached.

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

See as endorsed, refer to the Purpose of Use Endorsement attached.

ITEM 8 Loss Payable endorsement in favor of:

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

ITEM 10 Words and phrases which appear in **bold** type have special meaning. Refer to the DEFINITIONS section of your Policy.

Endorsements forming a part of this Policy on effective date in ITEM 2 above:

See attached forms schedule

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

By:



Authorized Representative

FORMS SCHEDULE

AIRCRAFT COVERAGE FORM

The following forms are attached to the Policy at inception.

FORM NUMBER AND VERSION DATE	FORM TITLE
AVA 01 15 02 18	Policy Jacket - Harco
PR Notice 01 18	IAT Privacy Notice
AV 00 17 02 21	Policy Holder Notice - Claim Reporting
AVA 00 02 06 21	Declarations - Harco
AVA 00 01 06 21	Aviation Coverage Form
AVA 01 19 06 21	Definition Of Insured Amendment- Directly Related Insured
AVA 00 72 06 21	Flying Club
AVA 00 92 02 18	Physical Damage Coverage
AVA 00 98 02 18	Purpose of Use
AVA 00 93 02 18	Pilot Clause
AVA 01 06 06 21	Student and Renter Pilot Liability
AVA 01 02 06 21	Runway or Aircraft Foaming - Supplemental Payments
AVA 01 03 02 18	Search & Rescue Wreck Removal Expenses Liab. Ins. Supplemental Payments
AVA 00 76 06 21	Hurricane Protection Coverage
AV 00 09 02 18	Extended Coverage-Certified Acts of Terrorism Coverage
AVA 00 14 02 18	Idaho Amendatory Endorsement

All other provisions of this Policy remain the same.

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PLEASE READ YOUR POLICY.

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AIRCRAFT COVERAGE FORM

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

Words and phrases that appear in bold font have special meaning. Refer to the Definitions Section.

INSURING AGREEMENTS

1. LIABILITY COVERAGES

a. Coverages

Coverage A – **Bodily Injury** Excluding **Passengers** – To pay on behalf of the **Insured** those sums the **Insured** becomes legally liable to pay as damages because of **bodily injury** sustained by any person (excluding any **passenger**), including any and all **related claims**, resulting from the ownership, maintenance or use of the **aircraft**.

Coverage B – **Property Damage** Liability – To pay on behalf of the **Insured** those sums the **Insured** becomes legally liable to pay as damages because of **property damage** resulting from the ownership, maintenance or use of the **aircraft**.

Coverage C – **Passenger Bodily Injury** Liability – To pay on behalf of the **Insured** those sums the **Insured** becomes legally liable to pay as damages because of **passenger bodily injury**, including any and all **related claims**, resulting from the ownership, maintenance or use of the **aircraft**.

Coverage D – Single Limit **Bodily Injury** and **Property Damage** Liability – To pay on behalf of the **Insured** those sums the **Insured** becomes legally liable to pay as damages resulting from the ownership, maintenance or use of the **aircraft** because of **bodily injury** sustained by any person (excluding any **passenger** unless the words “Including **Passenger** Liability” appear in ITEM 4 of the Declarations) including any and all **related claims**, and **property damage** caused by an **occurrence** during the policy period.

Coverages A, B and D also apply to an **occurrence** arising out of the maintenance or use of the **premises** in, or upon, which the **aircraft** is stored.

- b. This insurance applies to Coverages A, B, C and D only if the **bodily injury** or **property damage** occurs during the policy period; and
- (1) Prior to the policy period, no **Insured** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such an **Insured** knew, prior to the policy period, that the damages occurred, then any continuation, change or resumption of such liability during or after the policy period will be deemed to have been known prior to the policy period.
 - (2) **Bodily injury** or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any **Insured** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the policy period.
Bodily injury or **property damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** authorized by the **Named Insured** to give or receive notice of an **occurrence** or claim:
 - (a) Reports all, or any part, of the **bodily injury** or **property damage** to the Company or any other insurer;
 - (b) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
 - (3) No **Insured** becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

2. MEDICAL EXPENSE COVERAGE

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

3. PHYSICAL DAMAGE COVERAGES

Coverage F – All Risk Basis – To pay for any **physical damage** to or loss of the **aircraft**, including **disappearance** of the **aircraft**.

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

4. DEFENSE SETTLEMENT AND SUPPLEMENTARY PAYMENTS

Coverages A, B, C and D

The Company 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. The Company will have the right and duty to defend the **Insured** against any suit seeking damages even if the allegations of the suit are groundless, false or fraudulent. However, the Company will have no duty to defend the **Insured** against any suit seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. The Company may, at the Company's discretion, investigate any **occurrence** and settle any claim or suit that may result, but the Company's right and duty to defend ends when the applicable limit of insurance has been used up in the payment of judgements or settlements.

The Company will pay, with respect to any claim the Company investigates or settles, or any suit against the **Insured** the Company defends:

- a. All expenses incurred by the Company and all court costs taxed against the **Insured** in the suit. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**
- b. Up to \$250 for cost of bail bonds required because of accidents, law violations or violations of civil aviation regulations arising out of the use of the **aircraft**. The Company is not obligated to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Company is not obligated to furnish these bonds.
- d. Prejudgment interest awarded against the **Insured** on that part of the judgment the Company pays. If the Company makes an offer to pay the applicable limit of insurance, the Company will not pay any prejudgment interest based on that period of time after the offer.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- f. Expenses incurred by the **Insured** for first aid rendered to others at the time of the accident for **bodily injury** to which this Policy applies.
- g. All reasonable expenses incurred by the **Insured** at the Company's request, other than for loss of earnings or for wages or salaries of employees of the **Insured**.

These payments will not reduce the limits of insurance.

5. DEPARTMENT OF DEFENSE INSURANCE REQUIREMENTS

Coverages A, B, C and D:

If the Company or **Aviation Managers** issue a Certificate of Insurance as required by United States Navy 32 CFR 766, United States Air Force AFI 10-1001 or United States Army AR 95-2 or any replacement of that certificate, then the insurance policy provisions required by such regulation will apply.

6. POLICY PERIOD AND TERRITORY

All Coverages:

This Policy applies to an **occurrence** due to **bodily injury** or **property damage** and **physical damage** losses to the **aircraft** sustained during the policy period while the **aircraft** is within the United States of America, Canada, Mexico and the Islands of the West Indies, excluding Cuba and Haiti, or while enroute between such points.

7. TWO OR MORE AIRCRAFT

All Coverages:

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

SPECIAL INSURING AGREEMENTS

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

1. TEMPORARY USE OF SUBSTITUTE AIRCRAFT

While an **aircraft** described in ITEM 5 of the Declarations is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, Coverages A, B, C, D and E are extended to apply to any nonowned **aircraft** of similar type used by or on behalf of the **Named Insured** as a temporary substitute.

Such coverages do not cover as an **Insured** the owner of the substitute **aircraft** or any agent or employee of such owner.

2. USE OF OTHER AIRCRAFT

If the **Named Insured** is an individual, or an individual and spouse, such insurance afforded under Coverages A, B, C, D and E with respect to the **aircraft** described in ITEM 5 of the Declarations, is extended to apply to the use by or on behalf of the **Named Insured** of any other nonowned or regular use **aircraft** to such **Named Insured** and spouse.

3. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT

If the **Named Insured** acquires ownership of an **aircraft** in addition to an **aircraft** described in ITEM 5 of the Declarations and within thirty (30) days reports such acquisition to the Company or **Aviation Managers**, the insurance afforded by Coverages A, B, C, D, E and F shall apply to such additional **aircraft** at the time of acquisition, provided the Company insured all other owned **aircraft** by the **Named Insured** on the acquisition date. Unless the **Named Insured** and the Company agree otherwise, **physical damage, medical expenses** and limits of liability pertaining to such additional **aircraft** are the same as provided for that **aircraft** described in ITEM 5 of the Declarations that has the greatest **passenger** carrying capacity. If the **aircraft** is a replacement **aircraft**, the same coverages and limits of liability as the **aircraft** being replaced apply. The **Named Insured** shall pay any additional premium required due to the replacement **aircraft**.

In no event shall the Company be liable for an amount more than the amount the **Named Insured** paid for the newly acquired additional or replacement **aircraft**.

EXCLUSIONS

This insurance does not apply:

1. To any **Insured** while the **aircraft** is **in flight** with the knowledge and consent of such **Insured** or any executive officer, partner, or managing agent of such **Insured** for any unlawful purpose, or any purpose not designated in the Declarations.
2. To any **Insured** while the **aircraft** is **in flight**:
 - a. If **operated** by anyone other than:
 - (1) The pilot or pilots designated in ITEM 6 of the Declarations; or
 - (2) A pilot employed by a **Federal Aviation Administration** approved repair station while the **aircraft** is in their care, custody or control for the purpose of maintenance, repair or test flight;
 - b. If **operated** by a person who, at the time of the **occurrence**, is not properly certificated, qualified and rated under the current applicable Federal Aviation Regulations for the operation of **aircraft** involved, whether or not said person is designated in ITEM 6 of the Declarations;
 - c. If the Airworthiness Certificate of the **aircraft** is not in full force and effect. This exclusion does not apply while the **aircraft** is **operated** on a reposition, ferry or test flight, provided a special permit or waiver has been granted by the **Federal Aviation Administration** for such flights and such flights are for the sole purpose of reinstatement or renewal of the Airworthiness Certificate;
 - d. If the **aircraft** has not been subjected to appropriate airworthiness inspection(s) as required under current applicable Federal Aviation Regulations for the operation involved; or
 - e. If the **aircraft** is **operated** in violation of any Operating Limitations for experimental **aircraft** prescribed and specifically granted by the **Federal Aviation Administration** for the **Named Insured's aircraft**.
3. To any claim, damage, injury, loss, cost, expense, or liability however caused, arising, directly or indirectly, out of:
 - a. War, invasion, hostilities (whether or not war be declared), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
 - b. Strikes or labor disturbances;
 - c. Riot or Civil Commotion;
 - d. Any malicious act or act of sabotage;
 - e. Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition by, or under, any government, public or local authority; or
 - f. Hijacking or any unlawful seizure or wrongful exercise of control of an **aircraft**, including any attempted seizure or control, made by any person or persons on board the **aircraft** acting without the **Named Insured's** consent.

This exclusion also applies while the **aircraft** is outside of the control of the **Insured**.

The **aircraft** is deemed to be restored to the control of the **Insured** upon the safe return of the **aircraft** to the **Insured** at an airfield within the territory covered under the Policy and suited for the operation of the **aircraft**. A safe return requires the **aircraft** be parked with the engines shut down and under no duress.

4. To any loss or damage due to radioactive contamination:
 - a. Under any Liability Coverage for **bodily injury** or **property damage**:
 - (1) If an **Insured** under the Policy is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or an **Insured** under any such policy no longer in effect due to exhaustion of its limit of liability; or

(2) Resulting from the **hazardous properties of nuclear material** and with respect to:

- (a) Any person or organization required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendment of such law; or
- (b) The **Insured** being entitled to indemnity from the United States of America, and its agents under any written agreement by the United States of America, or its agents entered into with any person(s) or organization(s).

b. Under any first aid Supplementary Payments provision incurred for **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of any **nuclear facility** by any person(s) or organization(s).

c. Under any Liability Coverage for **bodily injury** or **property damage** resulting from **hazardous properties of nuclear material** if:

(1) The **nuclear material**:

- (a) Is at any **nuclear facility** owned by or operated by or on behalf of any **Insured**; or
- (b) Has been discharged or dispersed from such **nuclear facility**.

(2) The **nuclear material** is contained in **spent fuel** or **waste** and at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **Insured**; or

(3) The **bodily injury** or **property damage** arises out of an **Insured** furnishing any services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. However, if such facility is located within the United States of America, its territories or possessions or in Canada, this exclusion 4.c.(3) applies only to **property damage** to such **nuclear facility**.

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

a. To liability assumed by the **Insured** under any contract or agreement, but this exclusion does not apply to the assumption by the **Named Insured** of the liability of others for **bodily injury** or **property damage** in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility;

b. To any claim, damage, injury, loss, cost, expense, or liability however caused, arising directly or indirectly out of:

- (1) Noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
- (2) Pollution and contamination of any kind; or
- (3) Electrical and electromagnetic interference;

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

c. With respect to any provision in the Policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend a claim or claims covered by the Policy when combined with any claims excluded by Paragraph b. above (referred to below as "Combined Claims").

With respect to any Combined Claims, the Company will, subject to proof of loss and the limits of the Policy, reimburse the **Insured** for that portion of the following items which may be allocated to the claims covered by the Policy:

- (1) Damages awarded against the **Insured**; and
- (2) Defense fees and expenses incurred by the **Insured**.

6. Under Coverages A, C and D:
- a. To any liability for which the **Insured** or any carrier as their insurer may be held liable under any Worker's Compensation, unemployment compensation or disability benefits law, or under any similar law;
 - b. To **bodily injury** to any employee of the **Named Insured** arising out of and in the course of their employment by such **Named Insured**; or
 - c. To **bodily injury** or death of any person who is a **Named Insured**.
7. Under Coverages B and D:
- To **property damage** to property owned, occupied, rented or used by, or in the care, custody or control of the **Insured** or carried in or on any **aircraft**. This exclusion does not apply as respects the **Named Insured** to:
- (1) Damages not exceeding \$500 for damage or loss of the personal effects and baggage of any guest **passenger** in any one **occurrence**; or
 - (2) Damages not exceeding \$1,500 any one **occurrence** for the damage to hangars not owned by the **Named Insured**.
8. Under Coverages F and G:
- a. To loss or damage due to conversion, embezzlement or a bailment, lease, rental agreement, conditional sale, purchase agreement, mortgage or other encumbrance, nor for any loss or damage during or resulting from such loss or damage;
 - b. To wearing apparel and other personal effects;
 - c. To loss or damage due and confined to wear and tear, deterioration, freezing, mechanical, hydraulic, pneumatic, structural or electrical breakdown, or failure or to tires (unless damaged by fire or stolen), unless any such loss or damage is the direct result of other **physical damage** covered by this Policy;
 - d. To loss or damage arising from the actual or attempted capture, confiscation, seizure, arrest, restraint, detention, or taking of the property insured, or damage to or destruction of the property insured caused by or resulting in whole or in part, from any government or governmental authority or agent, or by any military, naval, or usurped power, whether or not done by way of requisition, in time of peace or war and lawful or unlawful; or
 - e. To damage to turbine engines caused by excessive heat resulting from operations, attempted operation or shutdown of the engine.
9. To any **Insured** while the **aircraft** is **in flight** if **operated** by a **student pilot** and a **passenger** is in the insured **aircraft**. This exclusion does not apply if a Certified Flight Instructor is on board such **aircraft**.
10. If, while **in flight**, the **aircraft** is being used for or in connection with:
- a. Flight instruction to anyone other than the pilots listed specifically by name in ITEM 6 of the Declarations;
 - b. Aerial advertising, towing or application of any substance;
 - c. Hunting, herding or spotting of animals of any kind, including birds and fish;
 - d. Skydiving or parachuting;
 - e. Closed course racing; or
 - f. External transportation of persons or property, including wire stringing or construction;
- unless such use is specifically approved and defined in ITEM 7 of the Declarations.
11. To **bodily injury** or **property damage** arising out of:
- a. Inhaling, ingesting or prolonged physical exposure to asbestos or asbestos dust or goods or products containing asbestos;
 - b. The use of asbestos in constructing or manufacturing any good, product or structure;

- c. The removal of asbestos from any good, product or structure; or
 - d. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.
12. Under any coverage section to:
- a. Loss or damage caused directly or indirectly, in whole or in part by, testing for, cleaning up, remediation, containment, removal or abatement of any:
 - (1) **Fungus, fungi, mold(s)**, mildew or yeast;
 - (2) **Spore(s)** or toxins created or produced by or emanating from such **fungus, fungi, mold(s)**, mildew or yeast;
 - (3) Substance, vapor gas, or other emission or organic or inorganic body or substance produced by or arising out of any **fungus, fungi, mold(s)**, mildew or yeast; or
 - (4) Material, product, building component, building or structure or any concentration of moisture, water or other liquid with such material, product, building component or building or structure that contains, harbors, nurtures or acts as a medium for any **fungus, fungi, mold(s)**, mildew or yeast, or **spore(s)** or toxins.
 - b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, abatement or disposing of or in any way responding to, or assessing the effects of any **fungus, fungi, mold(s)**, mildew or yeast, by any **Insured** or by any other person or entity.
13. To **bodily injury, property damage, medical expense, or physical damage** caused by or resulting from the use by the **Insured** or their agent of any chemicals dispersed by the **aircraft**.

LIMIT OF COMPANY'S LIABILITY

1. COVERAGES A, B, C and D

(Total Liability)

For the purposes of determining the limit of the Company's liability, **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions is considered as arising out of one **occurrence**, regardless of the number of:

- a. **Insureds** under this Policy;
- b. Persons or organizations who sustain **bodily injury** or **property damage**;
- c. Claims made or suits brought due to **bodily injury** or **property damage**; or
- d. **Aircraft** to which this Policy applies.

The Company's liability is limited as follows:

a. Coverages A and C

The total liability of the Company for all damages, including any and all **related claims** sustained by any person as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to Each Person. The total liability of the Company for all damages sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to Each **Occurrence**.

b. Coverage B

The total liability of the Company for all damages as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to Each **Occurrence**.

c. Coverage D

The total liability of the Company for all damages, including all **related claims** as the result of any one **occurrence** shall not exceed the limit of the liability stated in the Declarations as applicable to Each **Occurrence**. If the Declarations include **Passenger Liability Limited To**, the total liability of the Company for all damages as a result of one **occurrence** shall not exceed:

- (1) As respects any one **passenger**, the amount stated in the Declarations as applicable to Each Person; and
- (2) As respects two or more **passengers**, subject to c.(1) above, the amount stated in the Declarations as applicable to Each Person multiplied by the number of **passengers** on board the **aircraft** or by the number of **passenger** seats as stated in ITEM 5 of the Declarations for the **aircraft** involved, whichever is less.

However, in no event shall the Company's liability for damages under Coverage D exceed the limits stated in the Declarations as applicable to Each **Occurrence**.

2. COVERAGE E

(Total Liability)

The limit of the liability stated in the Declarations for Coverage E as applicable to Each Person is the total limit of the Company's liability for all **medical expenses** under Coverage E for any one person arising out of any one **occurrence**. The limit of liability stated in the Declarations for Coverage E as applicable to Each **Occurrence** is, subject to the Each Person limit, the total limit of the Company's liability for all **medical expenses** under Coverage E arising out of any one **occurrence**.

3. COVERAGES F and G

(Total Liability)

- a. With respect to **total loss**, the Company will pay the Insured Value of the **aircraft** as stated in ITEM 5 of the Declarations, subject to any applicable deductible.
- b. With respect to **partial loss**, the Company will pay subject to any deductible:
 - (1) Repairs if made by other than the **Named Insured**:
 - (a) The least expensive reasonable costs to repair the damaged **aircraft** with material of like kind and quality, excluding any charges for overtime; and
 - (b) The least expensive reasonable costs to transport new or damaged parts, or damaged **aircraft** to the place of repair. Such transport costs include the return of the repaired **aircraft** to the place where the loss occurred or where the **aircraft** is regularly based, whichever is closer.
 - (2) Repairs made by the **Named Insured**, the total of the following:
 - (a) Actual cost to the **Insured** of material of like kind and quality;
 - (b) 200% of actual wages paid for labor, excluding any overtime, overhead, supervisory service and all other related services; and
 - (c) The least expensive reasonable cost and method of transporting new or damaged parts or the damaged **aircraft** to the place of repair and the return of the repaired **aircraft** to the place where the loss occurred or the place where the **aircraft** is regularly based, whichever is closer.
- c. The amount payable for **partial loss** will not exceed the total loss amount as stated on the Declarations Page as Insured Value. When the amount payable is equal to the amount payable as a **total loss**, any salvage value remaining shall inure to the benefit of the Company. Equipment installed in or on the **aircraft** subsequent to the effective date of coverage is considered part of the **aircraft**, and the salvage value shall inure to the benefit of the Company. However, abandonment of any damaged property is not permitted without the consent of the Company.
- d. If the loss is due to theft, the Company shall have the right to return the recovered stolen property at any time prior to actual payment of the claim, along with payment for any **physical damage** sustained.

DEFINITIONS

When appearing in this Policy:

1. **Aircraft** means the aircraft described in ITEM 5 of the Declarations or any aircraft qualifying under the provisions of the Special Insuring Agreements and includes propulsion systems, operating, navigation and radio equipment and parts and repair equipment which are standard for the make and type of aircraft. Parts temporarily detached from the **aircraft** which have not been replaced by other similar parts shall be deemed part of the **aircraft**.
2. **Aviation Managers** means Company Designee, if any.
3. **Bodily injury** means bodily injury, sickness, disease or sustained by any person, including death resulting from these at any time.
4. **Charter** means **aircraft** used principally in the business of the **Insured**, including **passenger** or freight carrying for hire or reward and **pleasure and business** uses, excluding instruction of or rental to others.
5. **Commercial** means **aircraft** used principally in the business of the **Insured** for which a charge is made. **Commercial** uses include operations such as **charter**, aerial photography, mapping, survey, patrol, sightseeing rides for hire and banner towing. **Commercial** does not include **instruction and rental**.
6. **Crew** means the pilot-in-command, co-pilot, flight engineer, flight attendant or anyone else who is in, on or boarding the **aircraft** to assist in the operation of the **aircraft**.
7. **Disappearance** means missing and not reported found after sixty (60) days since commencing the last known flight.
8. **Federal Aviation Administration (FAA)** means the duly constituted authority of the United States of America having jurisdiction over civil aviation, or its duly constituted equivalent in any other country.
9. **Fungus/Fungi** 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
10. **Hazardous properties** include radioactive, toxic or explosive properties.
11. **In flight** means the time commencing with the actual takeoff run of the **aircraft** and continuing until it has completed its landing roll or, if the **aircraft** is a rotorcraft, from the time the rotors start to revolve until they subsequently cease to revolve.
12. **In motion** means while the **aircraft** is moving under its own power or the momentum generated therefrom or while it is **in flight** and, if the **aircraft** is a rotorcraft, any time that the rotors are rotating.
13. **Ingestion** means damage to **aircraft** turbine engines or turbine auxiliary power units, if a part of the **aircraft**, caused by objects or substances not a part of the engine or its accessories, nor intended to be used in the engine, which occurs during the policy period and is the result of a single incident and of sufficient severity to require (or would require if its severity were known) immediate repair before further use.
14. **Instruction and rental** means **aircraft** used principally in the business of the **Insured**, including **pleasure and business**, student instruction and rental to others for the purpose of **pleasure and business** uses, but excluding **passenger** or freight carrying for hire or reward.
15. **Insured**. The unqualified word **Insured** wherever used in this Policy with respect to Coverages A, B, C and D, includes not only the **Named Insured** but also any person while using or riding in the **aircraft** and any person or organization legally responsible for its use, provided the actual use is with the express permission of the **Named Insured**. Except with respect to the **Named Insured**, **Insured** does not include:
 - a. Any employee with respect to **bodily injury**, sickness, disease or death of another employee of the same employer injured in the course of such employment;
 - b. Any person or organization or to any agent or employee thereof (other than any employee of the **Named Insured** while acting in the course of his employment by the **Named Insured**, who:
 - (1) Manufactures, builds, sells or distributes aircraft, aircraft engines, aircraft components, aircraft accessories or fuel used in aircraft;

- (2) Is engaged in the operation of an aircraft repair shop, aircraft sales agency, aircraft rental service, aircraft flying school, aircraft management service, aircraft aerial application service, aircraft inspection, appraisal; certification or examination service, commercial flying service, airline, airport, hangar, pilot training center or charter brokerage service;
 - (3) Is engaged in the activity of instruction, evaluation, examination or certification of any pilot or **crew** member or prospective pilot or **crew** member; or
 - (4) Is charging a fee and/or receiving any remuneration or benefit for providing any type of service whatsoever in connection with the ownership, maintenance or use of any insured **aircraft**;
 - c. Any person or organization operating the **aircraft** under the terms of any rental agreement or training program which provides any remuneration to the **Named Insured** for the use of said **aircraft**; or
 - d. The owner or lessor, or any agent or employee thereof, of any **aircraft** which is the subject of the provisions of Special Insuring Agreements 1. and 2.
16. **Medical expense** means expenses for necessary medical, surgical, x-ray or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, excluding monuments, head stones or burial plots.
17. **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.
18. **Mooring** means while on water, a water alighting **aircraft** is anchored or moored or during launching onto or hauling up from water, except while under its own power.
19. **Named Insured** means the person(s) or organization(s) named in ITEM 1 of the Declarations.
20. **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 utilizing **spent fuel**; or
 - (3) Handling, processing or packaging **waste**.
 - c. Any equipment or device that is at the premises where such equipment or device is located when:
 - (1) Used for the processing, fabricating or alloying of special nuclear material in the care, custody or control of the **Insured**; and
 - (2) Consists of or contains more than 25 grams of plutonium or uranium 233 or any combination of plutonium and uranium 23 or more than 250 grams of uranium 235; or
 - (3) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**, including any site or premises used or operations conducted for such storage or disposal of **waste**.
21. **Nuclear material** means source material, special nuclear material or by-product material as defined by the Atomic Energy Act of 1954 or any amendment to that Act.
22. **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.
23. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general conditions, neither expected nor intended from the standpoint of the **Insured**.
24. **Operate** means to cause to start, perform, work or function.
25. **Partial loss** means any **physical damage** loss which is not a **total loss**.
26. **Passenger** (sometimes **Pass**) means any person in, on, or upon the **aircraft** for the purpose of riding or flying therein or alighting therefrom after a flight or attempted flight therein, including pilot(s) and **crew** member(s).

27. **Physical damage** means direct and accidental physical loss of, or damage to the **aircraft**, excluding loss of use or any residual depreciation in value after repairs have been made.
28. **Pleasure and business** means **aircraft** used in the business of the **Insured**, including personal and pleasure uses, excluding any operation for hire or reward. Cost reimbursement is included in the definition of **pleasure and business** provided that such cost reimbursement is limited to:
- a. Fuel, oil, lubricants, and other additives;
 - b. Expenses of the **crew**, including food, lodging, and ground transportation, but excluding salary or wages;
 - c. Hangar and tie-down costs away from the **aircraft's** base of operation;
 - d. Insurance obtained for the specific flight;
 - e. Landing fees and similar assessments;
 - f. Customs, foreign permits, and similar fees directly related to the flight;
 - g. In flight food and beverages; or
 - h. An additional charge equal to 100% of the expenses listed in subparagraph a. above.
29. **Premises** means such portions of airports designated and used for the parking or storage of **aircraft**, including **premises** owned by, or leased for more than thirty (30) days to, the **Named Insured**.
30. **Property damage** means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it. **Property damage** includes all forms of radioactive contamination of property.
31. **Related claims** means any derivative claims for care and loss of service, loss of society and consortium, mental anguish, emotional distress, loss of support, medical and funeral expenses and any other damages from or arising out of **bodily injury** to any person or **passenger**. The Company's liability for damages for **bodily injury** and **related claims** are included and combined with the Each Person and Each Occurrence limits of liability shown in the Declarations and no separate or additional Limits of Liability apply to **related claims**.
32. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
33. **Spore(s)** means any dormant or reproductive body produced by, or arising or emanating out of, any **fungi, mold(s)**, mildew, plants, organisms or microorganisms.
34. **Student** means any person receiving instruction in the **aircraft**.
35. **Student pilot** means a person holding a **Federal Aviation Administration** issued Student Pilot Certificate.
36. **Total loss** means any **physical damage** loss when the cost to repair plus the salvage value prior to repair, equals or exceeds the Insured Value of the **aircraft** shown in ITEM 5 of the Declarations. **Disappearance** or theft of the entire **aircraft** is considered a **total loss**.
37. **Waste** means any waste material:
- a. Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - b. Resulting from the operation by any person(s) or organization(s) of any **nuclear facility** included under paragraphs a. and b. of the definition of **nuclear facility**.

CONDITIONS

APPLICABLE TO COVERAGES A, B, C and D:

(Bodily Injury and Property Damage)

1. NOTICE OF OCCURRENCE

When an **occurrence** takes place, written notice shall be given by or on behalf of the **Insured** to the Company or the **Aviation Managers** as soon as practicable. To the extent possible, notice should include how, when and where the **occurrence** took place and the names and addresses of any injured persons or witnesses.

2. NOTICE OF CLAIM OR SUIT

If claim is made or suit is brought against the **Insured**, the **Insured** must immediately send to the Company or the **Aviation Managers** any demand, notice, summons or other process received.

3. SEPARATION OF INSURED

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

4. ACTION AGAINST COMPANY

- a. No person or organization has a right under Coverage A, B, C, or D:
 - (1) To join the Company or the **Aviation Managers** as a party or otherwise bring the Company or the **Aviation Managers** into a suit asking for damages from an **Insured**; or
 - (2) To sue the Company or the **Aviation Managers** under Coverage A, B, C, or D unless all of the terms of the applicable coverage part have been fully complied with.
- b. A person or organization may sue the Company or the **Aviation Managers** to recover on an agreed settlement or on a final judgment against an **Insured**; but the Company or the **Aviation Managers** will not be liable for damages that are not payable under the terms of Coverage A, B, C, or D, or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company or the **Aviation Managers**, the **Insured** and the claimant or the claimant's legal representative.

5. BANKRUPTCY AND INSOLVENCY

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate will not relieve the Company of the Company's obligations under this Policy.

6. FINANCIAL RESPONSIBILITY LAWS

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

APPLICABLE TO COVERAGE E

(Medical Expense)

7. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM

The **Insured** must see to it that the Company is notified as soon as practicable, with written notice of the claim.

The **Insured** and any other involved injured person must:

- a. Authorize the Company to obtain medical reports and copies of records.
- b. Submit to examination at the Company's expense by physicians of the Company's choice as often as the Company reasonably requires.

The Company may pay the injured person or any person or organization rendering the services and such payment will not exceed the applicable limit of insurance. Payment will not constitute admission of liability of the **Insured** or the Company.

8. ACTION AGAINST COMPANY

No person or organization has a right to take action against the Company unless all terms of this Policy have been fully complied with.

APPLICABLE TO COVERAGES F and G

(Physical Damage)

9. INSURED'S DUTIES WHEN LOSS OCCURS

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

- a. Protect the **aircraft**, when able to do so, whether or not the **physical damage** loss is covered under this Policy. The Company will not pay for subsequent **loss** or expense due to the **Insured's** failure to protect such **aircraft**. However, the least expensive reasonable expenses incurred to protect the **aircraft** as requested by the Company are recoverable.
- b. Provide notice as soon as practicable to the Company and to local law enforcement in the event of a theft, but shall not, except at their own cost, offer to pay any reward for recovery of the **aircraft**.
- c. Send the Company a signed, sworn proof of loss containing the information the Company requests to settle the claim. The **Named Insured** must do this within 60 days after the Company's request. The Company will supply the **Named Insured** with the necessary forms. Immediately send the Company copies of any demands, notices, summonses or legal papers received in connection with the claim or suit. Cooperate with the Company in the investigation or settlement of the claim.
- d. Upon the Company's request, the **Named Insured** shall exhibit the damaged property to the Company and produce for the Company's examination all pertinent records and sales invoices at such reasonable time and place designated by the Company.

10. APPRAISAL

If the **Named Insured** and the Company fail to agree to the value of **physical damage** amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value, the extent of the loss or damage and the amount of the loss or damage. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, the Company will still retain the Company's right to deny the claim.

11. PAYMENT FOR LOSS; ACTION AGAINST COMPANY

The **Named Insured** can take no action against the Company unless the **Named Insured** complies with all the terms of this Policy.

12. NO BENEFIT TO BAILEE

No person or organization, other than the **Insured**, having custody of the covered **aircraft** will benefit from this insurance.

13. AUTOMATIC REINSTATEMENT

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

APPLICABLE TO ALL COVERAGES

14. OTHER INSURANCE

Except with respect to insurance afforded by Special Insuring Agreements 1. and 2. and to insurance specifically purchased by the **Named Insured** to apply in excess of this Policy, if there is other valid and collectible insurance available to the **Insured** for a loss or expense covered by this Policy, the Company shall not be liable under this Policy for a greater proportion of such loss or expense than the applicable limit of the Company's liability bears to the total applicable limits of insurance of all insurers. Insurance afforded by Special Insuring Agreements 1. and 2. is excess insurance over any other valid and collectible insurance available to the **Insured**.

15. ASSISTANCE AND COOPERATION OF THE **INSURED**

The **Insured** must cooperate with the Company in the investigation and settlement of the claim and, upon the Company's request, attend hearings and trials, secure and provide evidence and obtain attendance of witnesses. Upon the Company's request, the **Insured** shall submit to examinations under oath by anyone designated by the Company.

No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Company's consent.

16. INSPECTION AND AUDIT

The Company or the **Aviation Managers** are permitted to inspect the **aircraft** and any corresponding records during the policy period or within one year after policy expiration.

17. SUBROGATION

If the **Insured** has rights to recover all or part of any payment the Company makes under this Policy, those rights are transferred to the Company. The **Insured** must do everything necessary to secure the Company's rights and do nothing after loss to impair them.

18. CHANGES

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

19. ASSIGNMENT

The **Named Insured's** rights and duties under this Policy may not be transferred without the Company's or the **Aviation Managers'** written consent except in the case of death of a **Named Insured**. If the **Named Insured** dies, the **Named Insured's** rights and duties will be transferred to the **Named Insured's** legal representative but only while acting within the scope of duties as the **Named Insured's** legal representative. Until the **Named Insured's** legal representative is appointed, anyone having proper temporary custody of an **aircraft** will have the **Named Insured's** rights and duties but only with respect to that **aircraft**.

20. CANCELLATION

This Policy may be cancelled by the **Named Insured** by mailing to the Company or **Aviation Managers**, advance written notice of cancellation. This Policy may be cancelled by the Company or the **Aviation Managers**, by mailing or delivering to the **Named Insured** **written notice of cancellation at least 10 days** before the effective date of cancellation for nonpayment of premium or 30 days before the effective date of cancellation if the **Company** cancels for any other reason.

Notice of cancellation will state the effective date of cancellation. The policy period will end on that date. If this Policy is cancelled, the Company will send the **Named Insured** any premium refund due. If the Company cancels, the refund will be pro rata. If the **Named Insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if the Company has not made or offered a refund. If notice is mailed, proof of mailing will be sufficient proof of notice.

21. FRAUD OR MISREPRESENTATION

This Policy is void in any case of fraud by the **Named Insured** if the **Named Insured** at any time conceals or misrepresents any material fact or circumstance concerning this insurance whether before or after a loss.

22. TERMS OF POLICY CONFORMED TO STATE LAWS

Terms of this Policy which are in conflict with the laws of the State where this Policy is issued are amended to conform to such laws.

23. DECLARATION

By acceptance of this Policy, the **Named Insured** agrees that:

- a. Statements in the Declarations are their agreements and representations;
- b. This Policy is issued in reliance upon the truth of such representations; and
- c. This Policy contains all agreements existing between the **Named Insured**, the Company or the **Aviation Managers** or any of their agents.

24. FLIGHT TEST AND PROVING PERIOD

Until such time that the **aircraft** has satisfactorily completed the Mandatory Flight Test and Proving Period prescribed and specifically granted by the **Federal Aviation Administration** for the **Named Insured's aircraft**:

- a. Liability insurance under Coverage A or Coverage D - **Bodily Injury** Excluding **Passengers** for the **Named Insured's aircraft**, will be \$500,000 or the amount shown on Page 1 of the Declarations, whichever is less, and will exclude **bodily injury** or death to **passengers**.
- b. If Coverage F is provided, the deductible for any **physical damage** loss sustained while **in motion** will be equal to ten percent (10%) of the Insured Value.

25. MEXICO WARNING

If the **Named Insured** has an accident or **occurrence** in Mexico, the **Named Insured** may be jailed, and the **aircraft** impounded unless the **Named Insured** has **aircraft** liability coverage issued by an insurance company licensed in Mexico. As the Company is not licensed in Mexico, the **Named Insured** must make certain the **Insured** obtains this additional coverage before the **Insured** flies into Mexico.

Endorsement No.: 1
Effective Date: 04/28/2024
Premium: N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF INSURED AMENDMENT - DIRECTLY RELATED INSURED

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

The following is added to the definition of **Insured** under Coverages A., C. and D:

1. **Insured** includes any individual, **business entity** or **controlling interest** that uses a covered **aircraft**, if they are a **Directly Related Insured**.
2. **Directly Related Insured** means:
 - a. The executive officers, members, general partners, or trustees of the **Named Insured**;
 - b. A **business entity** whose **controlling interest** is held by executive officers, members, general partners, or trustees of the **Named Insured**; or
 - c. A **business entity** whose **controlling interest** is held by the **Named Insured**.
3. **Controlling interest** means an ownership interest of 50% or more of the **business entity** on behalf of whom the **aircraft** is operated.
4. **Business entity** means a corporation, an association, a limited liability company (LLC), a partnership, a sole proprietor, a trust, or an estate.

Payment for the use of the **aircraft** from a **Directly Related Insured** to the **Named Insured** will not invalidate coverage provided under this endorsement.

In consideration of this expanded definition of who is an insured for their use of the **aircraft**, it is agreed that Exclusion 6. applies just as if the **Directly Related Insured** included by this endorsement were the **Named Insured**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLYING CLUB ENDORSEMENT

This endorsement modifies insurance provided under the following

AIRCRAFT COVERAGE FORM

1. The **Named Insured** set forth in the Declarations is completed to read as follows:

T-Craft Aero Club, Inc.

Flying Club and the individual members thereof.

2. Any pilot **operating** an insured club **aircraft** must be a bona fide member of the Flying Club named in Paragraph 1. above and must meet the qualifications set forth in the Declarations.
3. The definition of **Pleasure and Business** is extended to include rental of covered **aircraft** by bona fide members of the flying club named in Paragraph 1. above for their **Pleasure and Business** use, excluding any operations of the **aircraft** for hire or reward. Cost reimbursement for expenses of the flight, to such club member, as itemized in the definition of **Pleasure and Business**, are included.

All other provisions of this Policy remain the same.

POLICY NUMBER:AVC101239-00
Endorsement No: 3
Effective Date:04/28/2024
Premium:N/A

AIRCRAFT
AVA 00 92 02 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PHYSICAL DAMAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE PART

The Description of **Aircraft** and **Physical Damage** coverage set forth in the Declarations is amended to read as follows:

						<u>Deductibles:</u>		
Year	Make & Model	FAA Reg. No	Seats Crew/Pass	Insured Value	Premium	Not In Motion	In Motion Ingestion Mooring	Physical Damage Coverage
1978	CESSNA 152	N67375	1/1	\$50,000	\$1,926	\$2,500	\$5,000	F.
1974	CESSNA 172	N13686	1/3	\$104,000	\$2,969	\$2,500	\$5,000	F.
1974	CESSNA 172	N4464R	1/3	\$100,000	\$2,855	\$2,500	\$5,000	F.
1977	CESSNA 182	N7593S	1/3	\$162,000	\$4,003	\$2,500	\$5,000	F.
1975	CESSNA 182	N9989E	1/3	\$163,000	\$4,028	\$2,500	\$5,000	F.
1979	CESSNA 172	N1293F	1/3	\$122,000	\$3,327	\$2,500	\$5,000	F.
1977	CESSNA 182	N121M	1/3	\$219,000	\$4,923	\$2,500	\$5,000	F.

All other provisions of this Policy remain the same.

POLICY NUMBER: AVC101239-00
Endorsement No: 4
Effective Date: 04/28/2024
Premium: N/A

AIRCRAFT
AVA 00 98 02 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PURPOSE OF USE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

ITEM 7. of the Declarations is amended as follows:

The **aircraft** listed in ITEM 5. of the Declarations will be used for:

Flying Club

All other provisions of this Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PILOT CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

ITEM 6 PILOTS stated on the Declarations Page is amended as follows:

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

AS RESPECTS SINGLE ENGINE LAND AIRCRAFT HAVING A PISTON ENGINE OF NOT MORE THAN 200 HORSEPOWER, FIXED TRICYCLE LANDING GEAR AND HAVING 4 SEATS OR LESS:

1. Any Student pilot while under the direct supervision of the Named Insured's Certificated Flight Instructor, or
2. If the aircraft is so certificated, any Sport pilot or more advanced pilot certificate having demonstrated to the Named Insured's Certificated Flight Instructor the skills and knowledge necessary to operate the aircraft being flown, or
3. Any Private or more advanced pilot certificate having demonstrated to the Named Insured's Certificated Flight Instructor the skills and knowledge necessary to the operate the aircraft being flown

AS RESPECTS SINGLE ENGINE LAND AIRCRAFT HAVING A PISTON ENGINE OF GREATER THAN 200 BUT LESS THAN 250 HORSEPOWER, FIXED TRICYCLE LANDING GEAR AND HAVING 4 SEATS OR LESS:

Any Private or more advanced pilot certificate having 100 hours total logged time and 5 hours make and model having demonstrated to the Named Insured's Certificated Flight Instructor the skills and knowledge necessary to operate the aircraft being flown.

All other provisions of this Policy remain the same.

POLICY NUMBER: AVC101239-00

AIRCRAFT
AVA 01 06 06 21

Endorsement No.: 6
Effective Date: 04/28/2024
Premium: N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STUDENT AND RENTER PILOT LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

SCHEDULE

Liability Coverage:	Limits of Liability:
Combined Single Limit Bodily Injury and Property Damage including Passengers	\$100,000 Each Occurrence

The definition of **Insured** under liability coverages is extended to include any person **operating** the **aircraft** under the terms of any rental agreement or training program which provides any remuneration to the **Named Insured** for the use of such **aircraft**.

The coverage available under this endorsement is limited to the amounts shown in the Schedule above.

Any sums we pay as damages under this coverage are not in addition to but rather will erode the Each **Occurrence** Policy limit stated in the Declarations.

POLICY NUMBER: AVC101239-00

AIRCRAFT
AVA 01 02 06 21

Endorsement No.: 7
Effective Date: 04/28/2024
Premium: N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RUNWAY OR AIRCRAFT FOAMING SUPPLEMENTAL PAYMENTS

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

SCHEDULE

Aircraft or Runway Foaming Expense Limit	\$25,000
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The following is added to INSURING AGREEMENTS – 4. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS:

The Company shall pay, in addition to the applicable Limits of the Company's Liability, the expense incurred of runway foaming or **aircraft** foaming for the purpose of minimizing **physical damage** covered under this Policy. The Company's Limit of Liability shall not exceed the **Aircraft** or Runway Foaming Expense Limit shown in the Schedule above for each such foaming loss.

POLICY NUMBER: AVC101239-00
Endorsement No: 8
Effective Date: 04/28/2024
Premium: N/A

AIRCRAFT
AVA 01 03 02 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEARCH AND RESCUE WRECK REMOVAL EXPENSES LIABILITY INSURANCE SUPPLEMENTAL PAYMENTS

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

With respect to such insurance as is afforded by this Policy under INSURING AGREEMENTS – 4. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS, the following is added:

The Company shall pay, in addition to the applicable Limits of the Company's Liability, the actual expenses incurred by the **Named Insured** for any search and rescue and wreck removal operations performed by, or at the request of, the **Named Insured**. Coverage afforded by this paragraph shall not apply until such time as all governmental authorities' search and rescue operations have been discontinued. The Limit of the Company's Liability for search and rescue operations shall not exceed \$25,000 any one **occurrence**. Such expense and cost as provided by this endorsement is subject to prior notice and agreement by the Company.

All other provisions of this Policy remain the same.

Endorsement No.: 9
Effective Date: 04/28/2024
Premium: N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HURRICANE PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

If the U.S. National Weather Service issues a Hurricane Watch or Hurricane Warning, as defined by the U.S. National Weather Service, for the area where the **aircraft** is principally based, the Company will reimburse the **Named Insured** for a portion of the costs incurred by the **Named Insured** to protect the **aircraft** subject to the following:

1. The **aircraft** must be relocated to another airport, which is at least one hundred (100) nautical miles away and not under a Hurricane Watch or Hurricane Warning.
2. Reimbursement will only apply to any costs directly associated with the **aircraft** relocation due to attempted protection of the **aircraft** from potential **physical damage** caused by the hurricane, excluding any expenses or costs incurred due to activity planned prior, or unrelated to the Hurricane Watch or Hurricane Warning issuance.
3. This coverage only applies to **aircraft** listed in INSURING AGREEMENTS – 3. **PHYSICAL DAMAGE COVERAGES** as stated in the Declarations.

The Company's will reimburse the insured up to \$ 1,000 of the amount actually paid by the **Named Insured** to relocate each **aircraft**, for any one **occurrence** during the policy period. The costs include the hiring of a pilot or pilots who are not employed by the **Named Insured** and who meet(s) the requirements of any pilot endorsement attached to this Policy. The **Named Insured's** costs must be properly receipted, documented, and submitted to the Company within thirty (30) days from the date that the costs are incurred.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – CERTIFIED ACTS OF TERRORISM COVERAGE

This endorsement modifies insurance provided under the following:

AVIATION GENERAL LIABILITY COVERAGE FORM
AIRCRAFT COVERAGE FORM

In consideration of the premium charged, this Policy is amended to provide such coverage as is set forth below:

1. EXTENSION OF COVERAGE

This Policy is extended to cover any **certified act of terrorism** as defined below.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) exceed the industry aggregate losses as determined by the United States Congress in a program year (January 1 through December 31), and we have met our insurer deductible under the TRIPRA, we shall not be liable for the payment of any portion of the amount of such losses that exceed the aggregate losses as determined by the United States Congress. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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, to be an act of terrorism pursuant to the federal TRIPRA. The criteria contained in the TRIPRA for a **certified act of terrorism** include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the TRIPRA; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

2. LIMITATION OF OUR LIABILITY

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

3. APPLICATION OF POLICY EXCLUSIONS

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Policy, such as losses excluded by the Nuclear Energy Liability Exclusion or the War, Hijacking Exclusion.

All other provisions of this Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IDAHO AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRCRAFT COVERAGE FORM

CONDITIONS – CANCELLATION, is amended by the following:

The first **Named Insured** shown in ITEM 1 of the Declarations may cancel this Policy by mailing or delivering to the Company (or the **Aviation Managers**) advance written notice of cancellation. Cancellation will become effective on the later of the date requested by the first **Named Insured** or the date the Company (or **Aviation Managers**) receives the request.

If this Policy has been in effect for sixty (60) days or less, the Company (or the **Aviation Managers**) may cancel this Policy by mailing or delivering to the first **Named Insured** written notice of cancellation at least:

- a. Ten (10) days prior to the effective date of cancellation if we cancel for nonpayment of premium. If delivered via United States mail, the ten (10) day notification period begins to run five (5) days following the date of postmark; or
- b. Thirty (30) days prior to the effective date of cancellation if we cancel for any other reason.

If this Policy has been in effect for more than sixty (60) days, or is a renewal of a policy the Company (or the **Aviation Managers**) issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation made by the **Named Insured** or with the **Named Insured's** knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- c. An act or omission on the **Named Insured's** part which increases any hazard insured against;
- d. Change in the risk which materially increases the risk of **loss** after the policy has been issued or renewed including, but not limited to, an increase in exposure due to regulation, legislation or court decision;
- e. Loss of, or decrease in, reinsurance which provided the Company (or the **Aviation Managers**) with coverage for all or part of the risk insured;
- f. A determination by the Director of Insurance that continuation of this Policy would jeopardize our solvency or place us in violation of the insurance laws of Idaho or any other state; or
- g. Violation or breach by the **Named Insured** of any policy terms or conditions other than nonpayment of premium.

We will mail or deliver written notice of cancellation to the first **Named Insured** at least:

- a. Ten (10) days prior to the effective date of cancellation if we (or the **Aviation Managers**) cancel for nonpayment of premium. If delivered via United States mail, the ten (10) day notification period begins to run five (5) days following the date of postmark; or
- b. Thirty (30) days prior to the effective date of cancellation if we or the **Aviation Managers** cancel for any other reason stated in b. through g. above.

CONDITIONS, the following condition is added and supersedes any provision to the contrary:

NONRENEWAL. If the Company (or the **Aviation Managers**) elect not to renew this Policy, the Company (or the **Aviation Managers**) will mail or deliver to the first **Named Insured** written notice of intent not to renew at least forty five (45) days prior to the expiration or anniversary date of the policy. Such notice will be mailed or delivered to the first **Named Insured's** last mailing address known to us. If notice is not mailed or delivered at least forty five (45) days before the expiration or anniversary date of this Policy, this Policy will remain in effect until forty five (45) days after notice is mailed or delivered. If notice is mailed, proof of mailing will be sufficient proof of notice. Earned premium for the extended period of coverage will be calculated pro rata at the rates applicable to the expiring policy. We need not mail or deliver this notice if:

- a. The Company (or the **Aviation Managers**) has not offered to renew this Policy;
- b. The **Named Insured** has obtained replacement coverage; or
- c. The **Named Insured** has agreed in writing to obtain replacement coverage.

CONDITIONS, the following condition is added to the policy:

PREMIUM OR COVERAGE CHANGES AT RENEWAL. If the Company (or the **Aviation Managers**) elect to renew this Policy, written notice will be mailed or delivered of any total premium increase greater than ten percent (10%) which is the result of a comparable increase in premium rates, change in deductible, reduction in limits or reduction in coverage to the first **Named Insured**, at the last mailing address known to us. Any such notice will be mailed or delivered to the first **Named Insured** at least thirty (30) days prior to the expiration or anniversary date of the policy. If notice is not mailed or delivered at least thirty (30) days before the expiration or anniversary date of the policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of the following:

- a. If the first **Named Insured** accepts the renewal, the premium increase, if any, and other changes will be effective on, and after, the first day of the renewal term.
- b. If the first **Named Insured** elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

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

All other provisions of this Policy remain the same.