



Aviation Insurance Policy for:

Sample Policy
7400 W 110th Street
Suite 500
Overland Park, KS 66210

Written Through:

WILDNET TEST BROKER

4 Spring St.
Andover, NE 85236
Phone: 973 490 8669

Item 7. PILOTS. The policy shall not apply while the **aircraft** is in **flight** unless the **pilot in command** is any of the following:

See "Personal Non-Owned Aircraft Liability and Medical Expenses Coverage" endorsement N001

ENDORSEMENTS: C002, C008, C054, D004, E001, L001, N001, N002

IN WITNESS WHEREOF, the Company has caused this policy to be executed on its behalf by Global Aerospace, Inc., but this policy shall not be valid unless signed by a duly authorized representative of Global Aerospace, Inc.



Kerry Roach, Secretary
Global Aerospace, Inc.



Jeffrey S. Bruno, President
Global Aerospace, Inc.

Producer:

WILDNET TEST BROKER
GEORGE WASHINGTON
4 Spring St.
Andover, NE 85236
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For Global Aerospace, Inc.

Sample

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof, subject to all of the terms of this policy including the applicable limits of liability, the Company agrees with the **Named Insured** with respect to those coverages indicated in Item 3 of the Declarations:

INSURING AGREEMENTS

I. LIABILITY COVERAGES

Coverage A - Bodily Injury Liability Excluding Passengers To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of **bodily injury** sustained by any person excluding any **passenger**,

Coverage B - Passenger Bodily Injury Liability To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of **bodily injury** sustained by any **passenger**,

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

Coverage D - Single Limit Bodily Injury and Property Damage Liability To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as damages because of **bodily injury** sustained by any person (excluding any **passenger** unless the words "including **passengers**" appear in Item 3 of the Declarations) and **property damage**,

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

II. MEDICAL EXPENSE COVERAGE

Coverage E - Medical Expenses To pay all reasonable **medical expenses** incurred within one year from the date of injury, to or for each **passenger** (excluding any crew member unless the words "including crew" appear in Item 3 of the Declarations) who sustains **bodily injury** caused by an **occurrence**, provided the **aircraft** is being used by or with the permission of the **Named Insured**.

III. PHYSICAL DAMAGE COVERAGES

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

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

Coverage H - All Risk Basis Not in Motion To pay for any **physical damage** loss to the **aircraft** sustained while the **aircraft** is not in **motion** and which is not the result of

fire or explosion following crash or collision while the **aircraft** was in **motion**.

IV. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

Coverages A, B, C and D

The Company shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

During such time as the Company is obligated to defend a claim or claims under the provisions of the preceding paragraph, the Company will pay with respect to such claim, in addition to the applicable limit of liability:

- (a) all expenses incurred by the Company, all costs taxed against the **Insured** in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **Insured** because of an **occurrence** or violation of law or a regulation for civil aviation arising out of the use of the **aircraft**, not to exceed \$2,500 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the **Insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
- (d) all reasonable expenses incurred by the **Insured** at the Company's request, other than for loss of earnings or for wages or salaries of employees of the **Insured**.

V. TEMPORARY USE OF SUBSTITUTE AIRCRAFT Coverages A, B, C, D and E

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

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

VI. SPECIAL NON-OWNERSHIP COVERAGE

Coverages A, B, C, D and E

Note: See sample non-owned endorsement link for details.

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

VII. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT

All Coverages

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

provided for that **aircraft** which is described in Item 4 of the Declarations as having the greatest **passenger** carrying capacity, and the Insured Value of the additional **aircraft** shall be the actual cost of the **aircraft** to the **Named Insured** but not exceeding 150% of the highest Insured Value of any **aircraft** described in Item 4 of the Declarations. The **Named Insured** shall pay any additional premium required because of the application of the insurance to such other **aircraft**.

VIII. DEPARTMENT OF DEFENSE INSURANCE REQUIREMENTS Coverages A, B, C and D

Upon issuance of a Department of Defense Certificate of Insurance DD Form 2400 or any substitute or replacement thereof by Global Aerospace, Inc. the insurance policy provisions required by the regulations referred to in the Certificate of Insurance shall be incorporated into this policy and substituted for any conflicting policy provisions.

IX. TWO OR MORE AIRCRAFT All Coverages

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

X. POLICY PERIOD, TERRITORY All Coverages

This policy applies only to **bodily injury** or **property damage** which occurs, and to **physical damage** losses to the **aircraft** which are sustained during the policy period, while the **aircraft** is within the United States of America, Canada, Mexico or the Bahama Islands or while en route between points therein.

EXCLUSIONS

(See also Items 5, 6 and 7 of the Declarations)

This policy does not apply:

- (a) Under Coverages A, B, C and D, to liability assumed by the **Insured** under any contract or agreement, but this exclusion (a) does not apply to the assumption by the **Named Insured** of the liability of others for **bodily injury** or **property damage** in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility;
- (b) Under Coverages A, B and D, to any obligation for which the **Insured** or any carrier as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (c) Under Coverages A, B, and D, to **bodily injury** to any employee of the **Insured** arising out of and in the course of his employment by such **Insured**; but this exclusion (c) does not apply to liability assumed by the **Named Insured** under any military or governmental agreement referred to in Exclusion (a) above;

- (d) Under Coverages C and D, to **property damage** to property owned, occupied, rented or used by the **Insured** or in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control, but this exclusion (d) shall not apply to:
 - (i) personal effects of passengers, but not exceeding \$3,000 for each **passenger** in each **occurrence**, or
 - (ii) an aircraft hangar or contents thereof but not exceeding \$25,000 in any one **occurrence**;
- (e) Under Coverage E, to **medical expense** incurred by or for any employee of the **Insured** to the extent that such expense is payable under any worker's compensation law or under any similar law;
- (f) Under Coverages F, G and H, to **physical damage**
 - (i) to tires caused by any peril other than fire, theft, vandalism or malicious mischief.

- (ii) caused by and confined to:
 - (1) wear and tear,
 - (2) deterioration, or
 - (3) mechanical or electrical breakdown, failure or malfunction.

When used in this exclusion (ii) in connection with an aircraft engine or auxiliary power unit, the breakdown, failure or malfunction of any component, accessory or part thereof shall be considered breakdown, failure or malfunction of the entire engine or unit and any resulting **physical damage** to the engine or unit shall also be considered to be “mechanical or electrical breakdown, failure or malfunction.”

- (iii) to aircraft engines and auxiliary power units caused by:
 - (1) foreign object damage (damage caused by object(s) not a part of the engine or unit or the accessories of either) whether resulting from ingestion or otherwise; or
 - (2) heat which results from the operation, attempted operation or shutdown of the engine or unit.

Paragraph (1) of this exclusion (iii) does not apply if such **physical damage** is the result of a single incident sustained during the policy period which is of sufficient severity, when such **physical damage** is discovered, to require immediate repairs in compliance with the requirements of the aircraft engine or auxiliary power unit manufacturer.

Subparagraphs (i), (ii) and (iii) of this exclusion (f) do not apply if such **physical damage** is coincident with and the direct result of other **physical damage** covered by this policy.

(g) War, Hi-Jacking and Other Perils Exclusion.

Under all Coverages to claims caused by:

- (i) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- (ii) any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

- (iii) strikes, riots, civil commotions or labor disturbances;
- (iv) any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- (v) any malicious act or act of sabotage;
- (vi) confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority; or
- (vii) hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the **Named Insured**.

Furthermore this policy does not cover claims arising while the aircraft is outside the control of the **Named Insured** by reason of any of the above perils. The aircraft shall be deemed to have been restored to the control of the **Named Insured** on the safe return of the aircraft to the **Named Insured** at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress);

- (h) to **bodily injury** or **property damage** arising out of:
 - (i) noise, whether or not it is audible to the human ear, or vibration, including sonic boom or similar phenomena caused by the movement or operation of an aircraft or any of its parts; or
 - (ii) any interference with the quiet enjoyment of property of others caused by the operation of an aircraft or any of its parts.
- (i) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - (i) that are in or upon an aircraft;
 - (ii) that are contained in any property that is in or upon an aircraft.

Paragraphs (h) and (i) do not apply to **bodily injury** or **property damage** caused by or resulting from an aircraft crash, fire, explosion, collision or a recorded in-flight emergency causing abnormal aircraft operation.

- (j) to **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (i) at or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any **Insured**;
- (ii) at or from any premises, site or location that is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
- (iii) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom any **Insured** may be legally responsible; or
- (iv) at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
 - (a) if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; or
 - (b) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**.

Subparagraphs (j)(i) and (j)(iv)(a) do not apply to **bodily injury** or **property damage** arising out of heat, smoke or fumes from a hostile fire. In this exclusion, a hostile fire

means one that becomes uncontrollable or breaks out from where it is intended to be.

- (k) any loss, cost, or expense arising out of any:
 - (i) request, demand or order that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
 - (ii) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**,

unless resulting from an **aircraft** crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal **aircraft** operation.

In exclusion (k) above "**aircraft**" means the aircraft described in Item 4 of the Declarations (and when appropriate any aircraft qualifying under the provisions of the Insuring Agreements V, VI, VII or Non-owned Aircraft Endorsement, if any, attached to and forming part of the policy).

In exclusions (i), (j) and (k) above "**pollutants**" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

LIMIT OF THE COMPANY'S LIABILITY

ALL COVERAGES (Other Insurance)

Except with respect to insurance afforded by Insuring Agreements V and VI and to insurance specifically purchased by the **Named Insured** to apply in excess of this policy, if there is other insurance in the **Insured's** name or otherwise, against loss, liability or expense covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss, liability or expense than the applicable limit of the Company's liability bears to the total applicable limit of liability of all valid and collectible insurance against such loss, liability or expense. Insurance afforded by Insuring Agreements V and VI shall be excess insurance over any other valid and collectible insurance available to the **Insured**, either as an insured under a policy applicable to the aircraft or otherwise. When the insurance afforded by this policy is excess over any other insurance, then the Company's limits of liability in this policy shall be reduced by the applicable limits of such other insurance if such other insurance shall have been written through Global Aerospace Underwriting Managers Limited or any of its subsidiaries or subsidiaries thereof.

COVERAGES A, B, C and D (Total Liability)

Regardless of the number of (1) **Insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage**, or (4) **aircraft** to which this policy applies, the Company's liability is limited as follows:

Coverages A and B. The total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by any one person as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each person". Subject to the above provision respecting "each person," the total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** sustained by two or more persons as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each **occurrence**."

Coverage C. The total liability of the Company for all damages because of all **property damage** sustained by one or

more persons or organizations as the result of any one **occurrence** shall not exceed the limit of the liability stated in the Declarations as applicable to “each **occurrence**.”

Coverage D. The total liability of the Company for all damages, including damages for care and loss of services, because of **bodily injury** or **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to “each **occurrence**.”

For the purpose of determining the limit of the Company’s liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

COVERAGES A, B, C and D (Severability of Interests)

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

COVERAGE E (Total Liability)

The total liability of the Company for all **medical expenses** incurred by or on behalf of each **passenger** who sustains **bodily injury** as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to “each person.”

COVERAGES F, G and H (Total Liability)

In the event of a **total loss** the Company shall pay the Insured Value of the **aircraft** less any applicable deductible whereupon the Company’s liability with respect to such

aircraft shall terminate. In addition, the Company shall refund the pro rata unearned premium for such **aircraft**.

In the event of a **partial loss** the Company’s liability shall not exceed the “cost to repair” the **aircraft** as specified herein, less any applicable deductible, but in no event shall the Company’s liability for a **partial loss** exceed the amount for which the Company would be liable if the **aircraft** were a **total loss**.

The “cost to repair” shall consist of (a) transportation charges as specified herein and (b) the actual cost to repair the damaged property with materials and parts of like kind and quality with charges for labor at straight time rates. Transportation charges shall consist of the cost, where necessary, of transporting new or damaged parts or of transporting the damaged **aircraft** to the place of repair and return to the place of accident or home airport, whichever is nearer, by the least expensive reasonable means.

The Company shall have the right to return stolen property anytime before the loss is paid with payment for any resultant **physical damage**.

The amount specified as a deductible does not apply to losses caused by fire, lightning, explosion, transportation, theft, robbery or pilferage; however, loss caused by fire or explosion resulting directly or indirectly from collision of the **aircraft** while **in motion** shall be subject to the “**in motion**” deductible, if any.

In the event that two or more **aircraft** are insured hereunder, the applicable deductible shall apply separately to each.

DEFINITIONS

When appearing in this policy in **bold face** print:

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

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

“**Disappearance**” means missing and not reported for sixty days after commencing a **flight**;

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

“**Flight**” means the time commencing with the actual take-off run of the **aircraft** and continuing thereafter until it has completed its landing roll or, if the **aircraft** is a rotorcraft, from the time the rotors start to revolve under power for the purpose of **flight** until they subsequently cease to revolve;

“**In Motion**” means while the **aircraft** is moving under its own power or the momentum generated therefrom or while it is in **flight** and, if the **aircraft** is a rotorcraft, any time that the rotors are rotating;

“**Insured**” The unqualified word “insured” means, (1) with respect to all Coverages, the **Named Insured** and (2) with respect to Coverages A, B, C and D only (a) any person while using the **aircraft** with the permission of the **Named Insured**

provided the actual use is within the scope of such permission and (b) any other person or organization, but only with respect to his or its liability because of acts or omissions of the **Named Insured** or of an Insured under (a) above, provided, however, that the insurance afforded under this subsection (2) does not apply to

- (i) any person or organization, or agent or employee thereof (other than employees of the **Named Insured**) engaged in the manufacture, maintenance, repair, or sale of aircraft, aircraft engines, components or accessories, or in the operation of any airport, hangar, flying schools, flight service, or aircraft or piloting service, with respect to any **occurrence** arising out of such activity, or
- (ii) any employee with respect to injury or death of another employee of the same employer injured in the course of such employment in an **occurrence** arising out of the maintenance or use of the **aircraft** or **premises** in the business of such employer, or
- (iii) the owner or lessor, or any agent or employee thereof, of any **aircraft** which is the subject of the extended insurance provisions of Insuring Agreements V or VI;

“Medical Expenses” means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

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

“Occurrence” means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** neither expected nor intended from the standpoint of the **Insured**, but this definition shall not

be construed so as to preclude coverage for **bodily injury** or **property damage** resulting from the efforts to prevent dangerous interference with the operation of the **aircraft**;

“Partial Loss” means any **physical damage** loss which is not a **total loss**;

“Passenger” means any person in, on or boarding the **aircraft** for the purpose of riding or flying therein, or alighting therefrom after a ride, **flight** or attempted **flight** therein;

“Physical Damage” means direct and accidental physical loss of or damage to the **aircraft**, hereinafter called loss, but does not include loss of use or any residual depreciation in value, if any, after repairs have been made;

“Pilot in Command” means the pilot responsible for the operation and safety of the **aircraft** during **flight**;

“Premises” means such portions of airports as are designated and used for the parking or storage of **aircraft** exclusive of premises owned by, or leased for more than thirty days to, the **Insured**;

“Property Damage” means (a) physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

“Total Loss” means any **physical damage** loss for which the “cost to repair” will equal or exceed the Insured Value of the **aircraft** as set forth in Item 4 of the Declarations. **Disappearances** or theft of the entire **aircraft** shall be considered as a **total loss**.

CONDITIONS

(Applicable to all Coverages unless Otherwise Indicated)

1. INSURED’S DUTIES IN THE EVENT OF OCCURRENCE OR LOSS

(a) In the event of an **occurrence** or loss, notice containing particulars sufficient to identify the **Insured** and also reasonably obtainable information with respect to the time, place, and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **Insured** to Global Aerospace, Inc. at any of the offices listed on the policy jacket as soon as reasonably possible. In the event of theft, robbery or pilferage, the **Named Insured** shall also promptly give notice to the police.

(b) If claim is made or suit is brought against the **Insured**, the **Insured** shall immediately forward to Global Aerospace, Inc. every demand, notice, summons, or other process received by him or his representatives.

(c) The **Insured** shall cooperate with the Company and upon request will assist in making settlements, in the conduct of

suits and in enforcing any right of subrogation, contribution or indemnity against any person or organization who may be liable to the **Insured** because of loss, injury or damage with respect to which insurance is afforded under this policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

2. FINANCIAL RESPONSIBILITY LAWS Coverages A, B, C and D

When this policy is certified as proof of financial responsibility for the future under the provisions of any aircraft financial responsibility law, such insurance as is afforded by

this policy for **bodily injury** liability and **property damage** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law, but in no event in excess of liability stated in this policy. The **Insured** agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

3. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM
Coverage E

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as they may reasonably require.

The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or organization or of the Company

4. ADDITIONAL DUTIES OF NAMED INSURED
Coverages F, G and H

In the event of loss, the **Named Insured** shall

(a) protect the **aircraft**, whether or not the loss is covered by this policy and any further loss due to the **Named Insured's** failure to protect shall not be recoverable under this policy; reasonable expenses incurred in affording such protection shall be deemed incurred at the Company's request;

(b) file with the Company within 91 days after loss, sworn proof of loss in such form and including such information as the Company may reasonably require and shall, upon the Company's request, submit to examination under oath, exhibit the damaged property and produce for the Company's examination all pertinent records and invoices, permitting copies thereof to be made, all at such reasonable times and places as the Company shall designate;

(c) do all things necessary to transfer title to any salvage, including the insured **aircraft** if it is a **total loss**, to the Company or its nominee.

5. APPRAISAL
Coverages F, G and H

If the **Named Insured** and the Company fail to agree as to the amount of loss, either may, within 60 days after proof of loss is filed, demand an appraisal of the loss. In such event, the **Named Insured** and the Company shall each select a competent appraiser, and the appraisers shall select a competent and disinterested umpire. The appraisers shall appraise the amount of the loss and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The **Named**

Insured and the Company shall each pay his chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

6. SALVAGE
Coverages F, G and H

The value of all salvaged property shall inure to the benefit of the Company, however, there shall be no abandonment without the consent of the Company.

7. AUTOMATIC REINSTATEMENT
Coverages F, G and H

In the event of a **partial loss**, whether or not such loss is covered by this policy, the Insured Value of the **aircraft** as shown in Item 4 of the Declarations shall be reduced as of the time of loss by the amount of such loss. Upon the commencement of repairs the Insured Value shall be increased by the value of the completed repairs until the Insured Value of the **aircraft** as shown in Item 4 of the Declarations is fully restored or this policy terminates whichever shall first occur.

8. NO BENEFIT TO OTHERS
Coverages F, G and H

The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee liable for loss to the insured **aircraft**.

9. SUBROGATION
Coverages A, B, C, D, F, G and H

In the event of any payment under this policy the Company shall be subrogated to all of the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to enforce such rights. The **Insured** shall do nothing after loss to prejudice such rights.

10. ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the **Insured** shall have fully complied with all of the terms of this policy.

With respect to Coverages A, B, C and D, no action shall lie against the Company until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the Company be impleaded by the **Insured** or his legal representative. Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

With respect to Coverages F, G and H, no action shall lie against the Company until sixty days after proof of loss is filed and the amount of loss is determined as provided in this policy.

11. CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by Global Aerospace, Inc.

12. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the **Named Insured** shall die or be adjudged bankrupt or insolvent within the policy period, the policy unless canceled, shall, if written notice be given to the Company within 60 days after the date of such death or adjudication, cover (1) the **Named Insured's** legal representative as **Named Insured** but only while acting within the scope of his duties as such, and (2) under Coverages A, B, C and D, any person having proper temporary custody of the **aircraft** as an **Insured**, until the appointment and qualification of such legal representative but in no event for a period of more than 60 days after the date of such death or adjudication.

13. CANCELLATION

This policy may be canceled by any **Named Insured** by mailing to the Company or to Global Aerospace, Inc. at any of the offices listed on the policy jacket, written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the **Named Insured** at the first address shown in Item 1 of the Declarations, notice stating when, not less than 30 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period.

In the event that the **Named Insured** fails to pay any premium when due, this policy may be canceled by the Company by mailing to the **Named Insured** at the address shown in Item 1 of the Declarations, notice stating when, not less than 10 days thereafter, such cancellation shall be effective.

If this policy is cancelled, the Company will send the **Named Insured** a refund. If the Company cancels, the refund will be pro rata. If the **Named Insured** cancels, the refund may be less than pro rata. Premium adjustments may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

14. DECLARATIONS

By acceptance of this policy, the **Named Insured** agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the

truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

SPECIAL PROVISIONS

In consideration of the payment of the premium, it is agreed that:

1. ELECTRONIC DATE RECOGNITION EXCLUSION LIMITED COVERAGE

To the extent such coverage is afforded by the policy, the Electronic Date Recognition Exclusion shall not apply to:

- (a) any of the Physical Damage coverages provided by the policy; or
- (b) any sums which the **Insured** shall become legally obligated to pay as damages because of **bodily injury or property damage** caused by an **occurrence**.

Notwithstanding paragraph 1(b) above, this endorsement shall not apply to:

- (1) any coverage for loss of use caused by an **occurrence** during the policy period arising out of subparagraph (a) or (b) of the Electronic Date Recognition Exclusion unless such loss of use also arises out of additional injury in the form of physical injury to or destruction of tangible property; or
- (2) any coverage for grounding; or
- (3) any coverage applying in excess of any scheduled underlying insurance.

2. HURRICANES: REPOSITIONING EXPENSE REIMBURSEMENT AND AMENDED DEDUCTIBLE

If:

- (a) the U.S. National Weather Service issues a Hurricane Watch or Hurricane Warning and the Watch or Warning area includes the airport last reported to the Company as the airport where the aircraft is normally based, hereinafter referred to as the primary airport; and
- (b) Physical Damage Coverage F, G or H applies to the aircraft, and
- (c) the Named Insured repositions the aircraft to an airport that is at least 75 nautical miles from the primary airport and is not included in a Hurricane Watch or Hurricane Warning area,

the Company will reimburse the **Named Insured** for reasonable expenses incurred in repositioning the **aircraft**, including expenses for pilot services, subject to the following:

- (1) the Company's maximum expense reimbursement limit shall not exceed \$500. per hurricane, subject to a policy period aggregate limit of \$1,000, and
- (2) proper documentation of repositioning expenses is required for reimbursement and must be received by the Company within 90 days of the repositioning from the primary airport.

HOWEVER, while the **aircraft** remains at the primary airport during the effective period of any Hurricane Watch or Hurricane Warning described in paragraph (a) above, the "not **in motion**" deductible set forth in Item 3. of the Declarations shall be amended to read as follows: "While the **aircraft** is not **in motion**: 5% of the Insured Value".

3. AMENDED DEFINITION OF PREMISES

So much of the policy definition of "**Premises**" that reads "exclusive of premises owned by, or leased for more than thirty days to, the **Insured**" is deleted. The insurance afforded as the result of this amended definition shall be excess insurance over any other valid and collectible insurance available to the **Insured**.

4. AMENDED DEFINITION OF TOTAL LOSS

The policy definition of "**Total loss**" is deleted in its entirety and replaced with the following:

"**Total Loss**" means any **physical damage** loss for which the **Insured** and the Company agree that the "cost to repair" will equal or exceed 70% of the Insured Value of the **aircraft** as set forth in Item 4. of the Declarations. **Disappearance** or theft of the entire **aircraft** shall be considered as a **total loss**.

5. AMENDMENTS TO DEFENSE, SETTLEMENT AND SUPPLEMENTAL PAYMENTS

As respects Coverages A, B, C and D, Insuring Agreement IV is amended by the addition of the following paragraphs (e) and (f):

(e) Subject to the provisions of paragraph (f) below, the Company shall pay, as respects any aircraft for which insurance is afforded by Insuring Agreement I. LIABILITY COVERAGES of this policy:

- (1) expenses incurred by the **Insured** under emergency conditions for charges made by other than an **Insured** but limited to those expenses associated with labor, materials, rental of equipment, vehicles or tools for:
 - a. application of foam on a runway;
 - b. fire and crash control and rescue; or
 - c. any precautionary off-airport landing.
- (2) expenses incurred by the Insured for search and rescue operations connected with any such aircraft which is missing and presumed crashed, provided such expenditures are agreed to in advance by the Company.

(f) The amounts payable by the Company in accordance with paragraphs (e) (1) and (2) above:

- (1) do not include payments for:
 - a. any medical, hospital or funeral expense;
 - b. loss or damage to equipment used in search and rescue operations;
 - c. **bodily injury** sustained by any person;
 - d. expense incurred after it has been reasonably established that there are no survivors; or
 - e. any expense for salvage of all or part of such aircraft;
- (2) are payable in addition to the Company's Limits of Liability and subject to the following limits:
 - a. As respects expenses incurred under emergency conditions:
\$10,000 each **occurrence**
 - b. As respects expenses incurred for search and rescue operations:
\$10,000 each **occurrence**.

6. ~~AMENDMENT OF INSURING AGREEMENT VI. SPECIAL NON-OWNERSHIP COVERAGE~~

~~INSURING AGREEMENT VI. SPECIAL NON-OWNERSHIP COVERAGE~~

Coverages A, B, C, D and E is amended to read as follows:

Note: See sample non-owned endorsement link for details.

- (1) ~~The coverage provided by this Agreement applies:~~
- a. ~~only if the **Named Insured** is one individual or one individual and spouse, and~~
 - b. ~~only to the **Named Insured** and spouse, if any, and their employers, if any.~~
- (2) ~~Such insurance as is afforded under Coverages A, B, C, D and E with respect to the **aircraft** described in Item 4 of the Declarations, is extended to apply with respect to the use, by or on behalf of the **Named Insured**, of any fixed wing, single engine land aircraft:~~
- a. ~~powered by a reciprocating piston engine,~~
 - b. ~~licensed under a "Standard" airworthiness certificate issued by the **Federal Aviation Administration**, and~~
 - c. ~~having a seating capacity no greater than the lesser of six (6) total seats or of that **aircraft** which is described in Item 4 of the Declarations as having the greatest seating capacity~~
- ~~that is not owned in whole or in part by, or furnished for regular use to, the **Named Insured** or spouse.~~
- (3) ~~Provided Coverage F applies to all **aircraft** described in Item 4. of the Declarations, exclusion (d) shall not apply to **property damage** to any **aircraft** for which insurance is afforded under this Agreement while that **aircraft** is in the care, custody or control of the **Insured**. The limit of the Company's liability for **property damage** to the **aircraft** shall be equal to the lesser of \$100,000; or the Insured Value for that **aircraft** which is described in Item 4. of the Declarations as having the greatest Insured Value.~~
- (4) ~~The insurance provided by this Agreement does not apply unless the **pilot in command** of the non-owned aircraft described in Paragraph (2) above:~~
- a. ~~is listed as a named pilot under Part A of Item 7. **PILOTS** of the Declarations, and~~
 - b. ~~if providing pilot service or certified flight instructor service, is doing so for or to no other person than the **Named Insured**.~~

7. **AMENDMENT OF POLICY EXCLUSION (d)**

Policy exclusion (d) is deleted in its entirety and replaced with the following:

- (d) Under Coverages C and D, to **property damage** to property owned, occupied, rented or used by the **Insured** or in the care, custody or control of the **Insured** or as to which the **Insured** is for any purpose exercising physical control, but this exclusion (d) shall not apply to:
 - (i) personal effects of passengers, but not exceeding \$3,000 for each **passenger** in each **occurrence**, or
 - (ii) an aircraft hangar or contents thereof not owned by the **Insured** and not exceeding \$25,000 in any one **occurrence**;

8. **COMMUNICATION HEADSETS AND HAND HELD AVIONICS COVERAGE**

Provided Coverage F Physical Damage All Risk Basis applies to all **aircraft** described in Item 4. of the Declarations, the policy definition of "**Aircraft**" is extended to include as being insured under Coverage F, **physical damage** loss to communications headsets and **hand held avionics** but only while in the care, custody or control of the **Named Insured** and only to the extent of the **Named Insured's** financial interest in such communications headsets or **hand held avionics** but in no event to exceed an annual aggregate maximum of \$1,000 for all communications headsets and **hand held avionics**. This insurance does not apply to mysterious disappearance of communications headsets or **hand held avionics** except when in the custody of a carrier for hire. "**Hand held avionics**" means Global Positioning System Units, Very High Frequency Transceivers, LORAN Navigation Systems or Intercom sets not intended to be installed in an aircraft for which insurance is afforded under Coverage F of this policy and which are not included in the policy definition of "**Aircraft**".

- 9. All **physical damage** deductibles that may appear in this policy, other than those that are described in Paragraph 2 of this endorsement, are hereby deleted.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 01, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10191786
Issued to: Sample Policy

Global Aerospace, Inc.

BY: _____

WAR AND EXTENDED LIABILITY AND MEDICAL EXPENSES COVERAGE

In consideration of payment of the premium for this policy and subject to the following provisions which apply only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement, it is agreed that:

1. All sub-paragraphs other than (ii) of the War, Hi-jacking and Other Perils Exclusion forming part of this policy are deleted solely as respects Liability Coverages and Medical Expenses Coverage, if any, afforded by this policy.
2. Exclusion applicable only to any insurance afforded in respect of the deletion of sub-paragraph (i) of the War, Hi-jacking and Other Perils Exclusion:

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

3. Automatic Termination:

To the extent provided below, insurance afforded by this endorsement shall terminate automatically in the following circumstances:

- (a) All insurance
 - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following states: the United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.
- (b) Any insurance afforded in respect of the deletion of sub-paragraph (i) of the War, Hi-jacking and Other Perils Exclusion
 - upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not an aircraft may be involved.
- (c) All insurance in respect of any aircraft requisitioned for either title or use
 - upon such requisition.

provided that if an aircraft is in the air when (a), (b) or (c) occurs, then the insurance afforded by this endorsement (unless otherwise canceled, terminated or suspended) shall continue in respect of such aircraft until completion of its first landing thereafter and any crew members and **passengers** have disembarked.

4. Review and Cancellation:

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

The Company may give notice to review premium and/or geographical limits -such notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the **Named Insured** set forth in the policy on the day on which notice is given.

- (b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 3 (b) above, the Company may give notice of cancellation of one or more parts of the insurance afforded by paragraph 1 of this endorsement by reference to sub-paragraphs (iii), (iv), (v), (vi) and/or (vii) of the War, Hi-jacking and Other Perils Exclusion - such notice to become effective on the expiry of forty-eight (48) hours from 12:01 A.M. local time at the address of the **Named Insured** set forth in the policy on the day on which notice is given.

(c) Cancellation (7 days)

The insurance afforded by this endorsement may be canceled by either the Company or the **Named Insured** giving notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the **Named Insured** set forth in the policy on the day on which notice is given.

(d) Notices

All notices referred to in this endorsement shall be in writing.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 01, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10191786

Issued to: Sample Policy

Global Aerospace, Inc.

By:



TERRORISM RISK INSURANCE ACT OF 2002 COVERAGE
(As Modified and Extended by: The Terrorism Risk Insurance Extension Act of 2005 and
The Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015)

In consideration of the payment of the premium for this policy, it is agreed that:

1. As respects the provisions of the federal Terrorism Risk Insurance Act of 2002, as amended, hereinafter referred to as 'the Act,' the policy to which this endorsement is attached is hereby amended to afford coverage in compliance with and only to the extent required by the provisions of the Act. Otherwise, all terms, conditions and exclusions remain unchanged and apply to the insurance afforded by this endorsement to the extent permitted by the provisions of the Act. The Act has been modified and extended by the Terrorism Risk Insurance Extension Act of 2005 and the Terrorism Risk Insurance Program Reauthorization Acts of 2007 and 2015.
2. The provisions of the Act state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2020." Unless the program is renewed, extended or otherwise continued by the federal government, the insurance afforded by this endorsement shall terminate as of the date when any one or more of the following first occurs:
 - (a) the policy period ends;
 - (b) the federal Terrorism Risk Insurance Program has terminated either in its entirety or as respects the type of insurance afforded by this policy; or
 - (c) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available as respects the type of insurance afforded by this policy
3. If the insurance afforded by this endorsement is not terminated in accordance with the provisions of paragraph 2 (b) or (c) above, insurance will remain in force without change for the remainder of the policy period, unless the Company notifies the **Named Insured** of any such change in response to any change in the federal law.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 01, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10191786

Issued to: Sample Policy

Global Aerospace, Inc.

By: 

TRIA DISCLOSURE
(Does Not Provide Any Insurance Coverage)

THIS DISCLOSURE PROVIDES A SUMMARY OF THE PROVISIONS OF THE "TERRORISM RISK INSURANCE ACT", AS AMENDED. THIS DISCLOSURE IS MADE A PART OF THIS POLICY. EXCEPT AS EXPRESSLY PROVIDED, NOTHING IN THIS DISCLOSURE CHANGES ANY OF THE TERMS OR CONDITIONS OF THIS POLICY, AND UNDER NO CIRCUMSTANCES DOES THIS DISCLOSURE AFFORD ANY TERRORISM COVERAGE OR ANY OTHER COVERAGE.

I. Terrorism Risk Insurance Act Notice

Under the Terrorism Risk Insurance Act, as amended, (referred to herein as TRIA), you have a right to purchase insurance coverage from us for losses arising out of an "Act of Terrorism" as defined in Section 102(1) of TRIA.

For purposes of this disclosure and to ensure compliance with TRIA, the term "Act of Terrorism" means:

- A. Certification - Any act that is certified by the Secretary of the Treasury of the United States, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
- (1) to be an act of terrorism;
 - (2) to be a violent act or an act that is dangerous to:
 - (a) human life;
 - (b) property; or
 - (c) infrastructure;
 - (3) to have resulted in damage within the United States, or outside of the United States in the case of:
 - (a) an air carrier or commercial vessel defined as one principally based in the United States, on which United States income tax is paid, and whose insurance coverage is subject to regulation in the United States;
 - (b) the premises of a United States mission; and
 - (4) to have been committed by an individual(s) as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. Limitation - No act shall be certified by the Secretary as an act of terrorism if:
- (1) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (2) property and casualty insurance losses resulting from the act, in aggregate, do not exceed \$5,000,000.
- C. Determinations Final - Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- D. No delegation - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

FederalShareofCompensation

If coverage is purchased (see Section III below), payments made under this policy, for losses caused by a certified "Act of Terrorism", will be reimbursed in part by the United States Government to us using a formula established by federal law. Under this formula, if the aggregate insured losses exceed a trigger amount (\$100,000,000 through 2015; \$120,000,000 beginning on January 1, 2016; \$140,000,000 beginning on January 1, 2017; \$160,000,000 beginning on January 1, 2018; \$180,000,000 beginning on January 1, 2019; and \$200,000,000 beginning on January 1, 2020), the United States Government generally reimburses a percentage (85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020) of covered terrorism losses exceeding the statutorily established deductible paid by us for losses arising from certified "Acts of Terrorism".

\$100BillionProgramCap

TRIA contains a program cap of \$100,000,000,000 that limits United States Government reimbursement as well as our liability for losses resulting from certified "Acts of Terrorism" when the amount of such losses in any one calendar year exceeds the program cap. If the aggregated insured losses for all insurers exceed the program cap, coverage (if purchased) for "Acts of Terrorism" may be reduced.

II. Conditional Termination of this Disclosure

- A. The provisions of TRIA state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2020." Unless the program is renewed, extended or otherwise continued by the federal government, this disclosure terminates upon the first occurrence of any of the following conditions:
- (1) the policy period ends; or
 - (2) the federal Terrorism Risk Insurance Program has terminated either in its entirety or with respect to the type of insurance afforded by this policy; or
 - (3) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available with respect to the type of insurance afforded by this policy.
- B. If none of the conditions set forth in paragraph II. A. above occur, this disclosure will remain in effect unless we notify you of changes in response to federal law.

III. TRIA Terrorism Coverage

As required by TRIA, an offer of terrorism coverage within the terms of TRIA ("TRIA Terrorism Coverage") was included in our quote. No insurance is afforded by this notice and no TRIA Terrorism Coverage is afforded under this policy unless such offer was accepted and TRIA Terrorism Coverage was purchased.

If TRIA Terrorism Coverage was purchased, TRIA endorsement(s) are attached to this policy and the premium for such coverage will be as stated in the binder as respects any such endorsement(s).

If TRIA Terrorism Coverage was not purchased, coverage for terrorism is excluded as provided in the policy, unless, as permitted by TRIA, alternative terrorism coverage was negotiated, in which case one or more endorsement(s) to this policy include the negotiated coverage for terrorism ("Alternative Terrorism Coverage"). If purchased, such Alternative Terrorism Coverage, includes portions which fall within TRIA (the "TRIA Portion"), as well as other coverage outside of TRIA, and the premium corresponding to the TRIA Portion of the Alternative Terrorism Coverage is 10% of the total premium for the endorsements providing the Alternative Terrorism Coverage.

Any TRIA Terrorism Coverage and the TRIA Portion of any Alternative Terrorism Coverage is subject to all of the disclosures and limitations set forth in Section I above.

IV. Application

Nothing contained in this disclosure shall vary, waive, alter, or extend any of the terms, conditions, agreements or provisions of this policy, other than as above stated.

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

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 01, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10191786

Issued to: Sample Policy

Global Aerospace, Inc.

By:



GW_D004 (May 1, 2015)

Endorsement No.04, Page 3 of 3

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ADDITIONAL COMMON POLICY EXCLUSIONS

In consideration of the payment of the premium for this policy, it is agreed that:

1. ELECTRONIC DATE RECOGNITION EXCLUSION

This policy does not cover any claim, damage, injury, loss, cost, expense or liability of any nature whatsoever arising from, occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) the failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:

- (1) the change of year from 1999 to 2000; or
- (2) the change of date from August 21, 1999 to August 22, 1999;

by any computer system, hardware, program or software, microprocessor, integrated circuit or similar device, whether in computer equipment or non-computer equipment, whether the property of any **Insured** or of others; or

(b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by any **Insured** or for any **Insured** or by any third party to determine, rectify or test for any potential or actual problems described in paragraph (a) above.

2. RADIOACTIVE CONTAMINATION EXCLUSION

This policy does not apply to:

- (a) (1) loss or destruction of or damage to any property (including aircraft) whatsoever or any loss or expense whatsoever resulting or arising therefrom
- (2) any legal liability or medical expense of whatsoever nature

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

(b) Loss, destruction, damage, expense or legal liability which, but for the provisions of paragraph (a) of this Exclusion, would be covered by this policy, and is directly or indirectly caused or contributed to by or arises from ionizing radiations or contamination by radioactivity from any radioactive materials in the course of carriage as cargo under International Air Transport Association regulations or the regulations of the duly constituted governmental authority having jurisdiction over the transportation of radioactive materials, shall (subject to all the other provisions of this policy) be covered, provided that:

- (1) it shall be a condition precedent to the liability of the Company that the carriage of any radioactive materials shall in all respects comply with the current regulations issued by the International Air Transport Association or the duly constituted governmental authority having jurisdiction relating to the carriage of restricted articles by air;
- (2) this policy shall only apply to any claim made against the **Insured** arising out of any accident or incident occurring during the period of this insurance and any such claim by the **Insured** against the Company or by any claimant against the **Insured** shall have been made within three years after the date of the **occurrence** giving rise to the claim;

- (3) in the case of any claim by virtue of this paragraph (b) under Insuring Agreement III. PHYSICAL DAMAGE COVERAGES of this policy, the level of contamination shall have exceeded the maximum permissible level set out in the following scale:

EMITTER	MAXIMUM PERMISSIBLE LEVEL OF NON FIXED RADIOACTIVE SURFACE CONTAMINATION
(IAEA Health and Safety Regulations in accordance with the current ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air)	(Averaged over 300 cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other alpha emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

- (4) the coverage afforded by this paragraph (b) may be cancelled at any time by the Company giving seven days notice of cancellation.

3. ASBESTOS EXCLUSION

This policy does not apply to **bodily injury, property damage**, personal injury, or advertising injury relating to, arising out of or in consequence of:

- (a) The actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (b) Any obligation, request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim or suit caused by or resulting in an aircraft crash, fire, explosion or collision or a recorded in **flight** emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this policy, the Company will have no duty to investigate, defend or pay defense costs in respect of:

1. Any claim or suit excluded under paragraphs (a) or (b) above; or
2. Any such obligation, request, demand, order, or statutory or regulatory requirement described in paragraph (b) above.

4. **AIRCRAFT USAGE EXCLUSIONS**

The insurance afforded by this policy shall not apply during the operation of the **aircraft** where the purpose or intent of such operation is any of the following, regardless of whether any charge is made:

- (a) Skydiving or skydiving related activities.
- (b) Powerline, pipeline or highline patrol.
- (c) Aerial photography or cinematography, requiring a **Federal Aviation Administration** Certificate of Waiver.
- (d) Any form of hunting.
- (e) Animal herding.
- (f) Taxi, take off or alighting on water, while the **aircraft** is equipped with floats.
- (g) Taxi, take off or landing on snow or ice, while the **aircraft** is equipped with skis.

5. **TRADE OR ECONOMIC SANCTIONS AND CONFORMITY WITH LAW**

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations, including but not limited to those administered and enforced by the Office of Foreign Asset Control of the United States Treasury Department, prohibit the Company from providing insurance or paying claims. If the provisions of this policy are in conflict with any other laws or regulations in force in any jurisdiction where this policy is in effect, this policy will conform to those laws.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 01, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10191786

Issued to: Sample Policy

Global Aerospace, Inc.

By:



EACH PASSENGER LIMITATION
(Applicable to Coverage D)

In consideration of payment of the premium for this policy, it is agreed that the portion of the LIMIT OF THE COMPANY'S LIABILITY section of the policy under the sub-heading COVERAGES A, B, C and D (Total Liability) that is applicable to Coverage D is amended to read as follows:

Coverage D. The total liability of the Company for all damages because of **bodily injury** sustained by any one **passenger** and by all other persons because of the **bodily injury** sustained by that **passenger** as the result of any one **occurrence** shall not exceed \$100,000. Subject to the above provision, the total liability of the Company for all damages because of **bodily injury** sustained by all **passengers** or by all other persons because of the **bodily injury** sustained by all **passengers** as the result of any one **occurrence** shall not exceed the lesser of (a) the product of \$100,000 times the total number of seats in the aircraft, or (b) the limit of liability stated in the Declarations as applicable to "each **occurrence**." Subject to both of the above provisions, the total liability of the Company for all damages because of **bodily injury** or **property damage** sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each **occurrence**".

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 01, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10191786

Issued to: Sample Policy

Global Aerospace, Inc.

By: 

**PERSONAL NON-OWNED AIRCRAFT LIABILITY AND MEDICAL EXPENSE COVERAGE
SINGLE ENGINE LAND AIRCRAFT**

In consideration of payment of the premium for this policy, it is agreed:

Insuring Agreement VI, including any revisions thereof contained in endorsements attached to this policy, is deleted in its entirety and replaced with the following:

VI. PERSONAL NON-OWNED AIRCRAFT LIABILITY AND MEDICAL EXPENSE COVERAGE

Such insurance as is afforded by Coverages D and E shall apply to the use of **non-owned aircraft** by or on behalf of the **Named Insured**. This insurance is subject to the following provisions which shall be applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. As used in this endorsement, "**non-owned aircraft**" means:

- A. any fixed wing, single engine land aircraft powered by a reciprocating piston engine; or,
- B. any Sailplane or Glider

that is licensed under a "Standard" Airworthiness Certificate, "Special" Airworthiness Certificate with a Light-sport Category, or "Special" Airworthiness Certificate with an Experimental Category and a Purpose of Operating Amateur- built Aircraft, Operating Kit-built Aircraft, or Operating Light-sport Aircraft, including any sailplane or glider with Special Airworthiness Certificate with Experimental Category with the use of Exhibition and Racing, issued by the **Federal Aviation Administration** that is used by or on behalf of the **Named Insured**, other than any aircraft:

(a) owned in whole or in part by or registered in the name of:

- (1) the **Named Insured**,
- (2) the **Named Insured's** spouse,
- (3) a partnership or joint venture in which the **Named Insured** or the **Named Insured's** spouse is a partner or member,
- (4) a limited liability company in which the **Named Insured** or the **Named Insured's** spouse is a member or manager,
- (5) an organization other than a partnership, joint venture, or limited liability company in which the **Named Insured** or the **Named Insured's** spouse is a stockholder, or
- (6) a trust in which the **Named Insured** or the **Named Insured's** spouse is a trustee,

provided, however, that this paragraph (a) shall not apply as respects any aircraft in which the combined interest of the **Named Insured** and the **Named Insured's** spouse is twenty-five percent (25%) or less,

- (b) which are the subject of a lease or service agreement with the **Named Insured** or the **Named Insured's** spouse for a period in excess of thirty (30) days unless such lease or service agreement is reported to Global Aerospace, Inc. and an additional premium paid if required by the Company,
- (c) having a seating capacity (including crew seats) in excess of seven (7) seats; or
- (d) powered by an engine that exceeds five hundred horsepower (500HP).

2. The insurance afforded by this endorsement does not apply while the **non-owned aircraft** is in **flight** unless the **pilot in command** is the **Named Insured** while holding a currently effective pilot certificate with ratings required for the **flight** issued by the **Federal Aviation Administration**.

3. The policy definition of **Insured** is amended to read as follows:

"Insured" The unqualified word "Insured" means only the **Named Insured** and the **Named Insured's** spouse.

4. The Other Insurance provision set out in the LIMIT OF THE COMPANY'S LIABILITY section of the policy is amended to read as follows:

Except as respects insurance specifically purchased by the **Named Insured** to apply in excess of this policy, the insurance afforded by this endorsement shall be excess insurance over any other valid and collectible insurance available to the **Insured**, either as an insured under a policy applicable to the **non-owned aircraft** or otherwise. When the insurance afforded by this policy is excess over any other insurance, then the Company's limits of liability in this policy shall be reduced by the applicable limits of such other insurance if such other insurance shall have been written through Global Aerospace Underwriting Managers Limited or any of its subsidiaries or subsidiaries thereof.

5. In the event of cancellation of this policy by the **Named Insured**, this policy is subject to a minimum earned premium equal to fifty percent (50%) of the premium for which it was written.

Insuring Agreement VII, **AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT, All Coverages** is deleted in its entirety.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: March 24, 2018

Endorsement Premium: Included

Attached to and made part of Policy No.: 10223309

Issued to: Minor Test 2

Global Aerospace, Inc.

By:



GW_N001 (January 1, 2018)

Endorsement No.07, Page 2 of 2

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PROPERTY DAMAGE TO NON-OWNED AIRCRAFT COVERAGE

In consideration of the payment of the premium for this policy, it is agreed that:

1. While any aircraft qualifying under the provisions of the PERSONAL NON-OWNED AIRCRAFT LIABILITY AND MEDICAL EXPENSE COVERAGE endorsement attached to this policy is in the care, custody or control of the **Named Insured**, Exclusion (d) shall not apply to **property damage** to that aircraft, including such damage as may be subject to a deductible of \$5,000 or any other amount contained in a policy affording insurance against direct loss of or physical injury to the aircraft.
2. As respects the insurance afforded by this endorsement, the Company's Limit of Liability shall be:

\$40,000 each **occurrence**
3. This insurance does not apply to **property damage** included within the provisions of the WAR AND EXTENDED LIABILITY AND MEDICAL EXPENSE COVERAGE endorsement (GW_C008) attached to this policy.

Sample

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: June 01, 2016

Endorsement Premium: Included

Attached to and made part of Policy No.: 10191786

Issued to: Sample Policy

Global Aerospace, Inc.

By:



