

**Various provisions in this policy may restrict or limit coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. The Declarations, these provisions and any attached Aircraft Schedules and endorsements complete the policy.**

Throughout this policy:

1. Words and phrases that appear in *bold italicized* type have special meaning (Refer to SECTION VI - DEFINITIONS);
2. The words “we”, “us” and “our” refer to the insurers providing this insurance;
3. The word “insured” means the persons or organizations qualifying as such under SECTION III – WHO IS AN INSURED;
4. The words:
  - (a) “First Named Insured” refer only to the first person or organization shown in Item 1 of the Declarations;
  - (b) “Named Insured” refer to each person or organization shown in Item 1 of the Declarations;
  - (c) “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; and
5. If:
  - (a) Newly formed or acquired organizations are not included in the description of the Named Insured in Item 1 of the Declarations, and
  - (b) During the policy period, a Named Insured forms or acquires any organization other than a partnership, joint venture, or limited liability company,

the words “Named Insured,” “you” and “your” shall refer in like manner to any such organization formed or acquired by a Named insured. However, insurance afforded by this policy (1) applies only if there is no other insurance, similar to the insurance afforded by this policy, available to the newly formed or acquired organization and (2) continues only until the 60th day after the organization’s formation or acquisition or the end of the policy period, whichever is earlier.

The insurance afforded by this policy as respects any newly formed or acquired organization applies only to ***bodily injury*** or ***property damage*** that occurs and ***physical damage*** sustained after the organization’s formation or acquisition.

## **SECTION I – COVERAGES**

In consideration of the payment of the premium, in reliance upon the statements in the Declarations made part of this policy, subject to all of the terms of this policy including the applicable limits of insurance, we agree with you as respects those coverages shown in Item 3 of the Declarations as follows:

### **PART 1 – LIABILITY**

#### **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreement.**

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** that occurs during the policy period and is caused by an ***occurrence*** that takes place in the ***coverage territory*** arising out of the ownership, maintenance, or use of a ***scheduled aircraft***.

We will have the right and duty to defend the insured against any *suit* seeking those damages. However, we will have no duty to defend the insured against any *suit* seeking damages for *bodily injury* or *property damage* to which this insurance does not apply or when this insurance is excess. We may, at our discretion, investigate any *occurrence* and settle any claim or *suit* that may result. But, the amount we will pay for damages is limited as described in SECTION IV - LIMITS OF INSURANCE. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A.

- (b) Our obligation to pay damages on behalf of any insured applies only to the amount of damages in excess of any deductible amounts stated in this policy. The terms of this insurance apply irrespective of the application of the deductible amount. We may pay any part or the entire deductible amount to effect settlement of any claim or *suit* and, upon notification that we have made any such payment, the first Named Insured shall promptly reimburse us for any deductible amount we paid.
- (c) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in SUPPLEMENTARY PAYMENTS below.

## 2. Exclusions.

In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to Coverage A.

This insurance does not apply to:

### (a) EXPECTED OR INTENDED INJURY

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

### (b) CONTRACTUAL LIABILITY

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an *insured contract*, provided the *bodily injury* or *property damage* occurs subsequent to the execution of the contract or agreement.

### (c) WORKERS COMPENSATION AND SIMILAR LAWS

Any obligation for which the insured or any carrier as the insured's insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law.

### (d) EMPLOYER'S LIABILITY

*Bodily injury* to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph (d) (1) above.

This exclusion (d) applies:

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

This exclusion (d) does not apply to liability for damages assumed in a contract or agreement that is an *insured contract*, provided the *bodily injury* or *property damage* occurs subsequent to the execution of the contract or agreement.

(e) DAMAGE TO PROPERTY

**Property damage** to property owned, occupied, rented or used by the insured or in the care, custody, or control of the insured.

Subject to the Damage to **Cargo** Limit and the **Cargo** Deductible shown in the Declarations, as respects property the insured does not own, this exclusion (e) does not apply to accidental physical loss of, injury to, or destruction of **cargo** while in the insured's care, custody, or control other than accidental physical loss of, injury to, or destruction of **cargo** caused by or resulting from:

- (1) Delay, loss of market, loss of use, or any consequential loss;
- (2) Gradual deterioration, moths, vermin, inherent vice, marring or scratching; or
- (3) Misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the insured or any of its agents or employees.

(f) DISPENSABLE LOADS

**Bodily injury** or **property damage** resulting from the release of a **dispensable load** from the aircraft component of an **unmanned aircraft system**.

Provided no part of the **dispensable load** consists of munitions, this exclusion (f) 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.

## SUPPLEMENTARY PAYMENTS

1. We will pay, as respects any claim against an insured we investigate or settle, or any **suit** against an insured we investigate, defend or settle:
  - (a) All expenses we incur.
  - (b) Up to \$5,000 for the cost of bail bonds required because of **occurrences** or violations of laws or regulations for civil aviation arising out of the use of an aircraft component of an **unmanned aircraft system** to which insurance for **bodily injury** is afforded by Part 1. We do not have to furnish these bonds.
  - (c) The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or settlement of the claim or the investigation, defense or settlement of the **suit**, including actual loss of earnings up to \$500 per day, per employee because of time off from work.
  - (e) All costs taxed against the insured in the **suit**.
  - (f) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (g) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

2. We will also pay, as respects any aircraft component of an *unmanned aircraft system* to which this insurance applies:
  - (a) Up to the amount shown in Paragraph 3 (a) of Item 3 of the Declarations for 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:
    - (1) Application of foam on a runway; or
    - (2) Fire and crash control and rescue.
  - (b) Up to the amount shown in Paragraph 3 (b) of Item 3 of the Declarations for expenses incurred by the insured for relocating such aircraft component of an *unmanned aircraft system* to a safe takeoff location agreed to in advance by us following a landing made under emergency conditions at a location where a safe takeoff cannot be made.
  - (c) Up to the amount shown in Paragraph 3 (c) of Item 3 of the Declarations for expenses incurred by the insured for search and rescue operations connected with any such aircraft component of an *unmanned aircraft system* to which this insurance applies, which is missing and presumed crashed, provided such expenditures are agreed to in advance by us.

However, the payments described in:

    - (1) Paragraphs (a), (b) and (c) above, do not include payments for:
      - a. Any medical, hospital or funeral expense; or
      - b. *Bodily injury* sustained by any person;
    - (2) Paragraphs (a) and (c) above, do not include payments for salvage of all or part of such aircraft component of an *unmanned aircraft system*.
    - (3) Paragraph (b) above, do not include payments for any expense which qualifies as an element of the *cost to repair* (including any expense associated with dismantling and reassembly) if the aircraft component of an *unmanned aircraft system* is a *scheduled aircraft* which sustains *physical damage* to which the insurance afforded under Coverage B applies.
    - (4) Paragraph (c) above, do not include:
      - a. Loss of or damage to equipment used in search and rescue operations; or
      - b. Expense incurred after it has been reasonably established that there are no survivors.
3. The supplementary payments described in Paragraphs 1 and 2 will not reduce the limits of insurance.

## **PART 2 – PHYSICAL DAMAGE**

### **COVERAGE B - PHYSICAL DAMAGE TO SCHEDULED AIRCRAFT**

#### **1. Insuring Agreement.**

We will pay for *physical damage* to the *scheduled aircraft* sustained anywhere in the *coverage territory* during the policy period. But, the amount we will pay for *physical damage* to the *scheduled aircraft* is limited as described in SECTION IV - LIMITS OF INSURANCE.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in Conditions below.

## 2. Exclusions

In addition to the exclusions contained in SECTION II – GENERAL POLICY EXCLUSIONS, the following exclusions apply to Coverage B.

This insurance does not apply to *physical damage*:

### DAMAGE TO TIRES

To tires installed on the *scheduled aircraft* caused by any peril other than fire, theft, vandalism or malicious mischief. This exclusion does not apply if such *physical damage* is the direct result of other *physical damage* covered by this policy.

## 3. Conditions.

In addition to the conditions contained in SECTION V - POLICY CONDITIONS, the following conditions apply to Coverage B:

### (a) Your Additional Duties.

You shall:

- (1) Protect the damaged property whether or not the insurance afforded by this policy applies and if you fail to do so, we shall have no obligation to pay for any further *physical damage* due to your failure to protect the damaged property; reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request.
- (2) File with us within ninety-one (91) days after *physical damage*, sworn proof of loss in such form and including such information as we may reasonably require and shall, upon our request, submit to examination under oath, exhibit the damaged property and produce for our examination all pertinent records and invoices, permitting copies of such documents to be made, all at such reasonable times and places as we shall designate.
- (3) Do all things necessary to arrange for transfer of your interest in any salvage to us or our nominee.

### (b) Adjustment and Payment.

- (1) We will adjust all claims for *physical damage* for which insurance is afforded by this policy with the first Named Insured only; and
- (2) Any payment we make for *physical damage* will be made to the first Named Insured for the account of all interests.

### (c) Appraisal.

If we fail to reach agreement with the first Named Insured as to the value of the damaged property, or the *cost to repair* the *physical damage*, an appraisal may be demanded by either party. In this event, each party shall select a competent appraiser. The appraisers shall select a competent and impartial umpire. The appraisers shall appraise the value of the damaged property, or the *cost to repair* the *physical damage* and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the value of the damaged property, or the *cost to repair* the *physical damage*. Each party will pay its chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire. We shall not be held to have waived any of our rights by any act relating to appraisal.

(d) No Benefit to Others.

No person or organization, other than you, having custody of property insured under Part 2 will benefit from this insurance.

(e) Salvage.

After we have made payment for **physical damage**, we become the beneficiary of all salvaged property. There shall be no abandonment without our consent.

(f) Recovered Property.

If either you or we recover any property after we have made payment for **physical damage**, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the limits of insurance.

(g) Application of Deductible.

In the event that two or more **scheduled aircraft** are covered by this policy, the applicable deductible shall apply separately to each. The amount specified as a deductible does not apply to **physical damage** caused by:

- (1) Lightning, transportation, theft, robbery or pilferage; or
- (2) Fire or explosion, if such fire or explosion is not the result of collision of the aircraft while **in motion**.

(h) Automatic Increase in Insured Value of Scheduled Aircraft.

Subject to the Maximum **Insured Value** Limit shown in the Declarations, the **insured value** of any **scheduled aircraft** that is modified shall automatically increase to reflect the additional cost, if any, of such modification, provided that you notify the Policy Issuing Office shown in the Declarations of such increase in the **insured value** within sixty (60) days following the completion of such modification and the first Named Insured agrees to pay the additional premium we require.

(i) Automatic Reinstatement.

In the event of **physical damage** that is not a **total loss**, whether or not Coverage B of this policy applies, the **insured value** of the **scheduled aircraft** shall be reduced as of the time of **physical damage** by the **cost to repair** the **physical damage**. Upon the commencement of repairs, the **insured value** shall be increased by the value of the completed repairs until the **insured value** of the **scheduled aircraft** is fully restored or this policy terminates, whichever occurs first.

## SECTION II – GENERAL POLICY EXCLUSIONS

Other provisions of this policy may limit or exclude insurance coverage. You are therefore urged to read the entire policy carefully.

### 1. 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 us 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 or regulations.

### 2. GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES:

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) WAR, HI-JACKING AND OTHER PERILS EXCLUSION

- (1) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (2) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (3) Strikes, riots, civil commotions or labor disturbances.
- (4) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (5) Any malicious act or act of sabotage.
- (6) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- (7) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or any of its crew members in *flight* (including any attempt at such seizure or control) made by any person or persons acting without the consent of the insured.

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

#### (b) ELECTRONIC DATE RECOGNITION

- (1) The failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:
  - a. The change of year from 1999 to 2000; or
  - b. 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

- (2) 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 (1) above.

(c) NUCLEAR RISKS

(1) Injury or damage:

- a. With respect to which the insured under this policy is also an insured under any:
    - (i) Nuclear energy liability policy, or
    - (ii) Other policy that affords insurance equivalent to that described in Paragraphs A. and B. below.
  - b. Resulting from the hazards described in Paragraphs (2), (3) and (4) below with respect to which:
    - (i) Any person or organization is required to maintain financial protection pursuant to legislation in any country; or
    - (ii) The insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof;
- (2) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (3) The radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto; or
  - (4) Ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

This exclusion (c) is subject to the following:

- A. Any such radioactive material or other radioactive source referred to in Paragraphs (3) and (4) above shall not include:
  - (i) Depleted uranium and natural uranium in any form;
  - (ii) Radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- B. ***Bodily injury, property damage, or physical damage*** in respect of the nuclear risks not excluded by reason of the preceding paragraph shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:
  - (i) In the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
  - (ii) This policy shall only apply to an incident happening during the period of this policy and where any claim by the insured against us or by any claimant against the insured arising out of such incident shall have been made within three years after the date thereof;

- (iii) In the case of any claim for **physical damage** caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u>	<u>Maximum permissible level of non-fixed radioactive surface contamination</u>
<u>(IAEA Health and Safety Regulations)</u>	<u>(Averaged over 300cm<sup>2</sup>)</u>
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm <sup>2</sup> (10 <sup>-4</sup> microcuries/cm <sup>2</sup> )
All other emitters	Not exceeding 0.4 Becquerels/cm <sup>2</sup> (10 <sup>-5</sup> microcuries/cm <sup>2</sup> )

- (iv) We may cancel coverage afforded hereby by mailing or delivering to the first Named Insured written notice of cancellation at least seven days before the effective date of cancellation.

(d) MUNITIONS

Any discharge or release of munitions whether intentional or unintentional.

3. GENERAL EXCLUSIONS APPLICABLE TO PART 1 - LIABILITY ONLY:

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) ASBESTOS

- (1) The actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
- (2) 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 3.(a) 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, we will have no duty to investigate, defend or pay defense costs in respect of:

- A. Any claim or **suit** excluded under Paragraphs (1) or (2) above; or
- B. Any such obligation, request, demand, order, or statutory or regulatory requirement described in Paragraph (2) above.

(b) NOISE, POLLUTION AND OTHER PERILS

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

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

Nothing in this exclusion 3(b) shall override any radioactive contamination or other exclusion clause made part of this policy.

(c) **EMPLOYMENT RELATED PRACTICES**

Employment-related practice directed at, termination of the employment of, or refusal to employ any person; or any injury to any other person resulting from any such practice, termination, or refusal.

This exclusion 3(c) applies:

- (1) Whether the injury takes place before, during or after a person's employment;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of injury.

### **SECTION III – WHO IS AN INSURED**

1. You are an insured as respects all coverages.
2. As respects PART 1 - LIABILITY, the following are insureds if you are:
  - (a) An individual: your spouse and your employees, if any, but only with respect to their duties as your employees. If you die:
    - (1) Until your legal representative has been appointed, any person or organization having proper temporary custody of your property is an insured, but only with respect to liability arising out of the maintenance or use of that property; and
    - (2) Upon their appointment, your legal representative is an insured, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
  - (b) A partnership or joint venture: your members or partners and employees, but only with respect to their duties as your members, partners, or employees.
  - (c) A limited liability company: your members, managers and employees, but only with respect to their duties as your members, managers, or employees.
  - (d) An organization other than a partnership, joint venture or limited liability company: your stockholders, directors, executive officers and employees, but only with respect to their duties as your stockholders, directors, executive officers, or employees.
  - (e) A trust: your trustees and employees, but only with respect to their duties as your trustees or employees.

## SECTION IV – LIMITS OF INSURANCE

1. As respects PART 1 - LIABILITY:
  - (a) The Limits of Insurance shown in the Declarations or Aircraft Schedule(s) made part of this policy and the rules below fix the most we will pay regardless of the number of:
    - (1) Insureds;
    - (2) Claims made or *suits* brought; or
    - (3) Persons or organizations making claims or bringing *suits*.
  - (b) The Each **Occurrence** Limit is the most we will pay for damages under Coverage A, because of all ***bodily injury*** and ***property damage*** arising out of any one ***occurrence***.
  - (c) If any aggregate limits of insurance and aggregate deductibles are shown in this policy, they apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the limit of insurance or deductible. No aggregate limit shall be increased by successive claims or *suits* or from ***occurrence to occurrence***.
  - (d) The limits that shall automatically apply to a ***newly acquired aircraft*** are the same as those applicable to the first ***scheduled aircraft*** of the same make and model shown in the Aircraft Schedule(s).
2. As respects PART 2 - PHYSICAL DAMAGE, the Limits of Insurance shown in the Declarations and Aircraft Schedule(s) and the rules below fix the most we will pay for ***physical damage*** to the ***scheduled aircraft*** insured under Coverage B:
  - (a) The most we will pay is the least of the ***cost to repair*** the ***physical damage***, the ***insured value*** of the ***scheduled aircraft*** or the actual cost to replace the ***scheduled aircraft*** with an aircraft of the same make and type. However, our obligation to pay for ***physical damage*** will be reduced by the applicable deductible, if any, shown in this policy. Upon paying for a ***total loss***, we will have no obligation to pay for further ***physical damage*** to such ***scheduled aircraft***.
  - (b) Any increase in ***insured value*** due to modification of the ***scheduled aircraft*** is subject to the Maximum ***Insured Value*** Limit shown in the Declarations.

## SECTION V – POLICY CONDITIONS

This policy is subject to the following conditions:

1. Conformity With Law.

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

2. Titles of Paragraphs.

The titles of the various paragraphs of this policy are inserted solely for reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

3. Representations.

By accepting this policy, you agree:

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

4. Premiums.

The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

5. Changes.

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

6. Cancellation.

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

7. Transfer of Your Rights and Duties Under This Policy.

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

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having lawful temporary custody of your property will have your rights and duties applicable to PART 1 - LIABILITY but only with respect to that property.

8. Bankruptcy.

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

9. Legal Action Against Us.

No person or organization has a right under this policy to join us as a party or otherwise bring us into a *suit* asking for damages from an insured or to sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Each of the insurers appoints the Policy Issuing Office shown in the Declarations, as duly authorized agent for service of process. Service of process shall be made upon Policy Issuing Office at the address shown in the Declarations. However, we do not waive our right to commence an action in any court or venue of competent jurisdiction or to seek a transfer to another court or venue as permitted by law.

10. Transfer of Rights of Recovery Against Others to Us.

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

11. Separation of Insureds.

Except with respect to the limits of insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

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

12. Duties in the Event of Occurrence, Physical Damage, Claim or Suit.

- (a) You must see to it that the Policy Issuing Office shown in the Declarations is notified as soon as practicable of an **occurrence** that may result in a claim or **suit**, or of any **physical damage** sustained that may result in a claim. In the event of theft, robbery or pilferage you shall also give notice to the police. To the extent possible, notice should include:
  - (1) How, when and where the **occurrence** or **physical damage** took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the **occurrence** or **physical damage**.
- (b) If a claim is made or **suit** is brought against any insured, you and any other involved insured must immediately:
  - (1) Record the specifics of the claim or **suit** and the date received; and
  - (2) Send copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit** to the Policy Issuing Office shown in the Declarations.
- (c) You and any other involved insured must:
  - (1) Authorize the Policy Issuing Office shown in the Declarations to obtain records and other information;
  - (2) Cooperate with the Policy Issuing Office shown in the Declarations in the investigation or settlement of the claim or defense against the **suit**; and
  - (3) Assist the Policy Issuing Office shown in the Declarations, upon its request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- (d) No insured will, except at that insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Policy Issuing Office shown in the Declarations.

13. Inspections and Surveys.

- (a) We have the right to:
  - (1) Make inspections and surveys at any time;
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- (b) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.
- (c) Paragraphs (a) and (b) of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- (d) Paragraph (b) of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

14. Examination of Your Books and Records.

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

15. Premium Audit.

- (a) We will compute all premiums for this policy in accordance with our rules and rates.
- (b) Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- (c) The first Named Insured must keep records of the information we need for premium computation and send us copies of those records at such times as we may request.

16. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss covered by this policy, our obligations are limited as follows:

(a) Primary Insurance

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

(b) Excess Insurance

This insurance is excess over any other primary insurance available to you, covering liability for damages to which this policy applies, for which you have been added as an insured.

When this insurance is excess, we will have no duty arising from any coverage afforded by this policy to defend the insured against any *suit* if any other insurer has a duty to defend the insured against that *suit*. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts set forth in all that other insurance.

When the insurance afforded by this policy is excess over any other insurance, then the limits of insurance shown 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.

Using the method described in (c) below, we will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in this policy.

(c) Method of Sharing

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

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

17. Automatic Insurance for Newly Acquired Aircraft.

- (a) The coverages that shall automatically apply to the ***newly acquired aircraft*** are the same as those applicable to the first ***scheduled aircraft*** of the same make and model shown in the Aircraft Schedule(s).
- (b) Refer to SECTION IV - LIMITS OF INSURANCE for the limits of insurance applicable to ***newly acquired aircraft***.

18. Failure to Give Notice.

Inadvertent failure to give notice or other information to the Policy Issuing Office shown in the Declarations, as required by this policy will not relieve us of our obligations set forth in this policy, provided that any such inadvertent failure is corrected as soon as possible after coming to the attention of the you or your Insurance Department, if any.

20. Financial Responsibility Laws.

When this policy is certified as proof of financial responsibility for the future under the provisions of any financial responsibility law applicable to aircraft, 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 insurance required by such law, but in no event in excess of the Limits of Insurance shown in the Declarations of this policy. The insured agrees to reimburse us for any payment made by us which we would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

21. Two or More Scheduled Aircraft.

When the insurance afforded by this policy applies to two or more ***scheduled aircraft***, the terms of this policy shall apply separately to each.

## SECTION VI – DEFINITIONS

When appearing in this policy:

***Bodily injury*** means physical injury sustained by a person and includes

- (a) Mental anguish, sickness or disease; or
  - (b) Death
- resulting therefrom.

***Cargo***:

- (a) Means property while being loaded, unloaded, or carried on board the aircraft component of an ***unmanned aircraft system***.
- (b) Does not include:
  - (1) Property installed on the aircraft component of an ***unmanned aircraft system***;
  - (2) Live animals, birds, reptiles, fish, or plants;
  - (3) Accounts, deeds, evidences of debt, mail, money, notes, securities, bullion, credit cards, furs, fur garments, jewelry, precious stones, valuable papers and records, paintings, statuary or other works of art, or other articles of extraordinary value; or
  - (4) ***Payload***

***Cost to repair***:

- (a) Means the sum of:
  - (1) The necessary cost of transporting, by the least expensive reasonable means, the damaged property, replacement parts and tools to the place of repair and the repaired property from the place of repair to the nearest of the place of accident or home airport or heliport; and
  - (2) The actual cost of:
    - a. Inspection, required by a manufacturer, to investigate the full extent of ***physical damage***;
    - b. Using materials and parts of like kind and quality to repair or replace damaged property or replace missing property;
    - c. Labor charged at straight time rates to effect such repair or replacement; and
    - d. Reasonable overhead, but only for that portion of the repairs actually made by you.
- (b) Does not include the cost of:
  - (1) That part of any repair or replacement that results in better than like kind and quality; or
  - (2) Repair or replacement of any property that has not sustained ***physical damage***.

***Coverage territory*** means the territory shown in the Declarations.

***Civil aviation authority*** means the duly constituted agency or authority of a sovereign power having jurisdiction over civil aviation within its borders.

***Dispensable load*** means ***cargo*** configured to be dispensed from an aircraft in ***flight***.

**Flight** means:

- (a) As respects any aircraft other than a glider without self-launch capability or lighter-than-air aircraft, the time commencing with the application of power for takeoff and continuing until (1) the completion of the decelerating run after touching down or (2) touching down in the case of a vertically landed aircraft;
- (b) As respects a glider without self-launch capability, the time commencing with the application of power for takeoff to the tow aircraft and continuing until the glider comes to rest after landing; and
- (c) As respects a lighter-than-air aircraft, the time commencing with the release of moorings and continuing until the application of moorings.

**In motion** means:

- (a) While the aircraft is in **flight**, moving under its own power or the momentum generated therefrom, or on water and not moored; or
- (b) If the aircraft is a rotorcraft, anytime that the rotors are rotating.

**Insured contract** means a hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport, heliport or a related facility.

**Insured value** means:

- (a) As respects any **scheduled aircraft** which is shown in the Aircraft Schedule(s), the amount shown as part of the description of the aircraft; or
- (b) As respects any **scheduled aircraft** which is a **newly acquired aircraft**, the lesser of the Maximum **Insured Value** Limit shown in the Declarations or:
  - (1) If purchased by you, the actual cost to you.
  - (2) If leased to you, the amount for which you have agreed to insure the property, as required by the lease.

**Newly acquired aircraft** means the aircraft component of an **unmanned aircraft system** that has been certified for **flight** by a **civil aviation authority**, which you acquire after the beginning of the policy period by purchase or by exclusive written lease for a period in excess of thirty (30) days; but, only if:

- (a) It is in addition to and of the same make and model as an aircraft component of an **unmanned aircraft system** shown in the Aircraft Schedule(s);
- (b) On the acquisition date, there is no other insurance, similar to the insurance afforded by this policy, in effect for such aircraft; and
- (c) You report the acquisition to the Policy Issuing Office shown in the Declarations within sixty (60) days of the acquisition and agree to pay the additional premium we require.

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

**Payload** means equipment that is capable of enhancing the utility of the aircraft component of an **unmanned aircraft system** on which it may or may not be installed, the value of which is to be treated separately from that of a **scheduled aircraft** and not included in the **insured value** thereof. However, **payload** shall not include **dispensable loads**.

**Physical damage:**

- (a) Means direct, physical, and accidental:
  - (1) Loss of, or
  - (2) Damage toall or part of the property insured under PART 2 – PHYSICAL DAMAGE.
- (b) Does not include any of the following, however caused:
  - (1) Loss of use.
  - (2) Any residual decrease in value after repairs are completed.
  - (3) Loss of the aircraft component of an **unmanned aircraft system** that has disappeared after the commencement of a **flight** you permitted until it has been missing and not reported for thirty (30) days.
  - (4) The damage confined to wear and tear, freezing, depletion, rust, corrosion, erosion, or any other form of gradual deterioration.
  - (5) The damage confined to mechanical or electrical breakdown, failure, or malfunction
  - (6) The damage confined to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof resulting from mechanical or electrical breakdown, failure, or malfunction of any of its components, accessories, or parts
  - (7) Heat damage to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof which occurs during the operation, attempted operation, or shutdown of the engine or unit.
  - (8) The damage to an aircraft engine or auxiliary power unit or any component, accessory, or part thereof that has been contacted by a foreign object except where such damage is the result of a single recorded incident sustained during the policy period which is of sufficient severity, when such damage is discovered, to require immediate repairs in compliance with the requirements of the engine or unit manufacturer.

**Pilot in command** means the pilot responsible for the operation and safety of the aircraft.

**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.

**Scheduled aircraft** means the aircraft component of an **unmanned aircraft system** that has been certified for **flight** by a **civil aviation authority** and which is shown in the Aircraft Schedule(s), and also

- (a) any **newly acquired aircraft**;
- (b) the propulsion system and parts and equipment installed in or on the aircraft component of the **unmanned aircraft system**:
  - (1) while installed; and
  - (2) while temporarily removed until replacement has commenced:
    - a. removed parts which are intended to be replaced with similar parts shall not be considered part of the aircraft component of an **unmanned aircraft system** from the moment that the replacement part comes into physical contact with the aircraft component of an **unmanned aircraft system**;

- b. removed parts which are not intended to be refitted to or replaced on the aircraft component of an ***unmanned aircraft system*** shall not be considered part of the aircraft component of an ***unmanned aircraft system*** from the moment that such parts are no longer in physical contact with the aircraft component of an ***unmanned aircraft system***;
- (c) tools and equipment in the aircraft component of an ***unmanned aircraft system*** which have been designed for use with the aircraft component of an ***unmanned aircraft system*** and are ordinarily carried therein.

However, ***scheduled aircraft*** shall not include ***payload***.

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

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

***Total loss*** means ***physical damage*** to ***scheduled aircraft***:

- (a) Resulting in loss of the entire ***scheduled aircraft***, or
- (b) Where the ***cost to repair*** exceeds 75% of the ***insured value*** of the ***scheduled aircraft***.

***Unmanned aircraft system*** means a complete system, certified as such by a ***civil aviation authority***, consisting of an aircraft and the associated equipment needed for its operation and remote control.