

Soaring Society of America Insurance Program

Aircraft Insurance Policy



Bring on tomorrow

WARNING

If you have an accident or occurrence in Mexico, you may be jailed and your aircraft impounded unless you have aircraft liability coverage issued by an insurance company licensed in Mexico.

As we are not licensed in Mexico, you must make certain you obtain this additional coverage before you fly into Mexico!

This policy is issued by: **COMMERCE AND INDUSTRY INSURANCE COMPANY**
 175 WATER STREET, 18TH FLOOR
 NEW YORK, NY 10038

PART 2

DECLARATIONS

Policy Number SS 001859207-09

Previous Policy Number SS 001859207-08

This page with "Policy Provisions -- Part 1" Form CAV01 (1/05) and all endorsements attached hereto completes this numbered aviation **physical damage** and liability policy, issued by the company as indicated above (hereinafter called the Company).

ITEM 1. NAMED INSURED SIERRA FLIERS, LLC
 THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
 ADDRESS 250 RIVER BEND
 RENO, NV 89523

ITEM 2. Policy Period: From June 4, 2015 to June 4, 2016 12:01 A.M. Standard Time at the address in Item 1. The insurance afforded is only with respect to such and so many of the following coverages as are indicated by specified premium charge or charges. The limit of the Company's liability against such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto. If more than one **aircraft** is insured hereunder, the terms of this policy shall apply separately to each.

ITEM 3. Liability Coverages	LIMITS OF LIABILITY		LIABILITY PREMIUMS
	EACH PERSON	EACH OCCURRENCE	
A. Bodily Injury -- excluding Passengers	\$	\$	\$
B. Property Damage	X X X X		
C. Passenger Liability			
D. Single Limit -- IN cluding Passengers with Passenger Liability limited internally to:	X X X X 100,000.	1,000,000. X X X X	2,381.00
E. Medical Expense -- IN cluding Crew SEE CAV140	1,000.	3,000.	INCLUDED 320.00
LIAB. TOTAL \$			2,701.00

ITEM 4. Description of Aircraft and Physical Damage Coverage hereunder:							DEDUCTIBLES		
F.A.A. CERT. NO.	MAKE AND MODEL	YEAR BUILT	SEATS		INSURED VALUE	PHYSICAL DAMAGE COV.	PHYSICAL DAMAGE PREMIUMS	NOT IN MOTION	IN MOTION, INGESTION, OR MOORING
			Crew	Pass excl Crew					
	AS ENDORSED				\$		\$ Not Covered	\$	\$
PHYSICAL DAMAGE Coverage Identified			G. Not In Flight.		PHYSICAL DAMAGE		POLICY PREMIUM		
F. Ground & Flight.			H. Not In Motion.		TOTAL \$		Not Covered \$ 2,701.00		

ITEM 5. When **in flight** the **aircraft** will be operated only by pilots meeting the requirements endorsed in this policy.

ITEM 6. The **aircraft** will be used only for the purposes indicated by "X" below (see Definitions).

"PLEASURE AND BUSINESS" "CHARTER/AIR TAXI" "COMMERCIAL" AS ENDORSED HEREON


ITEM 7. The **Named Insured** is and shall remain the sole owner of the **aircraft** and the **aircraft** is not subject to any encumbrance other than as indicated herein.

Endorsements and forms forming a part of this policy on its effective date:

SEE ATTACHED FORMS SCHEDULE

Producer COSTELLO INSURANCE ASSOCIATES INC.
 C00072 428 E. SOUTHERN AVE, P.O. BOX 28280
TEMPE, AZ 85282

Countersigned _____
 At _____
 By _____
 (Authorized Representative)

Approved By 
 (Authorized Representative)
 Date of Issue July 21, 2015 BP

FORMS SCHEDULE

POLICYHOLDER SIERRA FLIERS, LLC

THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF

POLICY NO. SS 001859207-09

POLICY PERIOD: From June 4, 2015 to June 4, 2016

The following forms are attached to the policy at inception.

<u>FORM NUMBER AND VERSION DATE</u>	<u>FORM TITLE</u>
CAV04 (01-05)	Declarations
CAV01-CI (01-05)	Aviation Policy Provisions - CI
CAV110 (01-05)	Physical Damage Coverage Endorsement
CAV347 (01-05)	Pilot Warranty Endorsement
CAV140 (01-05)	Student And Renter Pilot Liability Endorsement
CAV122 (01-05)	Purpose of Use Endorsement
CAV1350 (06-12)	Aviation Policy Amendatory Endorsement
UE882 (01-05)	Asbestos Exclusion Endorsement
UE38B (01-05)	Nuclear Risks Exclusion Clause AVN38B
UE46B (01-05)	Noise And Pollution And Other Perils Exclusion Clause AVN46B
UE2000A (01-05)	Date Recognition Exclusion Clause AVN2000A
UE48B (01-05)	War Hi-jacking And Other Perils Exclusion Clause Aviation AVN48B
UE1066 (01-15)	Terrorism Exclusion - Certified Acts
CAV809 (10-03)	SSA Program Coverage Endorsement
CAV105 (01-05)	Owner / Lessor Endorsement
UE38 (01-05)	Countersignature Endorsement
UE1437 (06-14)	Sanctions and Embargo Clause - AVN111
52160 (07-12)	Nevada Amendatory Endorsement
UE1013 (04-13)	Policyholder Notice
UE86 (09-07)	Mexico Warning

All other provisions of this policy remain the same.

This policy is issued by:

COMMERCE AND INDUSTRY INSURANCE COMPANY
175 WATER STREET, 18TH FLOOR
NEW YORK, NY 10038

AVIATION POLICY

Policy Provisions - Part 1 - Form CAV01 (1/05)

The Company as shown in Part 2 - Declarations (hereinafter called the Company), in consideration of the payment of the premium, in reliance upon the statements of 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 Items 3 and 4 of the Declarations.

INSURING AGREEMENTS

I. LIABILITY COVERAGES

Coverage A - Bodily Injury Liability Excluding Passengers (including any and all **Related Claims**) - 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 - 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 C - Passenger Bodily Injury Liability (including any and all **Related Claims**) - 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 D - Single Limit Bodily Injury and Property Damage Liability (including any and all **related claims**) - 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, B, 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 Expense - To pay all reasonable **Medical Expense** incurred within one year from the date of injury, to or for each **Passenger** (excluding any **Crew** 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 - Ground and Flight - To pay for any **Physical Damage Loss** to the **Aircraft**, including **Disappearance** of the **Aircraft**.

Coverage G - 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 - 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 \$5,000. 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 to assist the Company in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250. a day because of time off from work.

V. UNITED STATES ARMY, NAVY AND AIR FORCE INSURANCE REQUIREMENTS
Coverages A, B, C, and D

If the **Aviation Managers** issue a Civil Aircraft Certificate of Insurance Form DD 2400, or any replacement thereof, as required by regulations of the U. S. Army, Navy or Air Force, then the insurance policy provisions required by the regulations shall be deemed to be incorporated herein and substituted for any policy provisions inconsistent therewith.

VI. POLICY PERIOD, TERRITORY
All Coverages

This policy applies only if:

- (a) The **Bodily Injury, Property Damage** or **Physical Damage** is caused by an **Occurrence**, while the **Aircraft** is within the United States of America, Canada, Mexico, the Bahamas, the Caribbean Islands and Central America or enroute between points therein; and
- (b) The **Bodily Injury, Property Damage** or **Physical Damage** occurs during the policy period.

VII. **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.

SPECIAL INSURING AGREEMENTS

(APPLICABLE ONLY IF THE PURPOSE OF USE SHOWN IN ITEM 6 IS LIMITED TO PLEASURE AND BUSINESS)

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

While the **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.

II. **USE OF OTHER AIRCRAFT**
Coverages A, B, C, D and E

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** and spouse. The insurance provided by this agreement shall apply only to the **Named Insured** and spouse.

III. **AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT**
All Coverages

If the **Named Insured** acquires ownership of an **Aircraft** in addition to or replacement to the **Aircraft** described in Item 4 of the Declarations and within thirty (30) days thereafter reports such acquisition to the **Aviation Managers**, then the insurance afforded by this policy shall apply to such additional or replacement **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 with respect to said additional or replacement **Aircraft** shall be:

(a) As respects Liability Coverage and **Medical Expense** Coverage

(i) If an additional **Aircraft**, the same coverages and limits of liability shall apply as the **Aircraft** having the greatest total seating capacity, as described in Item 4 of the Declarations.

(ii) If a replacement **Aircraft**, the same coverages and limits of liability as the **Aircraft** being replaced.

(b) As respects **Physical Damage** Coverage

(i) If an additional **Aircraft**, the same coverages, insured value and deductible shall apply as the **Aircraft** having the greatest total seating capacity, as described in Item 4 of the Declarations.

(ii) If a replacement **Aircraft**, the same coverages, insured value and deductible as the **Aircraft** being replaced.

In no event shall the Company be liable for more than the **Named Insured** paid for any newly acquired additional or replacement **Aircraft**. The **Named Insured** shall pay any additional premium required because of the application of the insurance to such other **Aircraft**.

EXCLUSIONS

This policy does not apply:

1. (a) To any **Insured** while the **Aircraft** is **In Flight** with the knowledge and consent of such **Insured** or of any executive officer, partner, or managing agent of such **Insured** for any unlawful purpose, or any purpose not so designated in the Declarations.
- (b) To **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the **Insured**. This exclusion (b) does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property, and to **Bodily Injury** or **Property Damage** resulting from efforts to prevent dangerous interference with the operation of the **Aircraft**.
2. To any **Insured** while the **Aircraft** is **In Flight** with the knowledge and consent of the **Named Insured**
 - (a) if piloted by other than the pilot or pilots designated in the Declarations; or
 - (b) if the Airworthiness Certificate of the **Aircraft** is not in full force and effect.

Exclusion 2. (a) shall not apply while the **Aircraft** is under the care, custody or control of a **Federal Aviation Administration (FAA)** approved repair station for the purpose of maintenance, repair or test flights.

Exclusion 2. (b) shall not apply while the **Aircraft** is operated on a reposition, ferry or test flight provided a special permit or waiver has been granted by a government aviation authority for such flights and such flights are for the sole purpose of reinstatement or renewal of the Airworthiness Certificate.

3. To any damages excluded by the Nuclear Risks Exclusion Clause below.
 - (a) This policy does not cover:
 - (1) **Loss** or destruction of or damage to any property whatsoever or any **Loss** or expense whatsoever resulting or arising therefrom or any consequential **Loss**.
 - (2) any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (b) 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;
 - (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (b) It is understood and agreed that such radioactive material or other radioactive source in paragraph (a) and (b) above shall not include:

- (1) depleted uranium and natural uranium in any form;
 - (2) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- (c) This policy, however, does not cover **Loss** of, or destruction of, or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- (1) the **Insured** under this policy is also an **Insured** or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - (2) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - (3) the **Insured** under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. To claims caused by

- (a) 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.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any act of one or more person, 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.
- (e) Any malicious act or act of sabotage.
- (f) 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.
- (g) 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 **Insured**.

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

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

- (a) To any liability for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) that the **Insured** would have in the absence of a contract or agreement; or

- (2) assumed in an **Insured Contract**, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution and prior to the termination of the **Insured Contract**.
- (b) To an **Insured** under this policy who is also an **Insured** under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the **Occurrence** resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such **Occurrence** notwithstanding such contract has terminated upon exhaustion of its limit of liability;
- (c) (1) To claims directly or indirectly occasioned by, happening through or in consequence of:
- (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property,
- unless caused by a crash or collision of **Aircraft** or a recorded **In Flight** emergency causing abnormal **Aircraft** operation.
- (2) With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
- (a) claims excluded by paragraph (c) (1) or
 - (b) a claim or claims covered by the policy when combined with any claims excluded by paragraph (c) (1) referred to below as "Combined Claims."
- (3) In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the **Insured** for that portion of the following items, which may be allocated to the claim or claims covered by the policy:
- (a) damages awarded against the **Insured** and
 - (b) defense fees and expenses incurred by the **Insured**.
- (d) To claims in respect of death, **Bodily Injury**, illness or disease to any person or persons and/or damage to or destruction of property caused by or resulting from the application of or use by the **Insured** or his agent of all forms of fertilizers, fungicides, defoliant, herbicides, hormone selective weed killers, pesticides, insecticides and arsenical preparations or compounds or any other forms of chemical.

Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

6. Under Coverages A, C and D

- (a) To any obligation for which the **Insured** or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

- (b) To **Bodily Injury** to any employee of the **Named Insured** arising out of and in the course of his employment by such **Named Insured**; but this exclusion (b) does not apply to liability assumed by the **Named Insured** under any **Insured Contract** that is a prerequisite for the use of an airport or airport facility;
 - (c) To **Bodily Injury** or death of any person who is a **Named Insured**.
7. Under Coverages B and D, to **Property Damage** to property owned, occupied, rented or used by 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 or transported by the **Insured**.
8. Under Coverages F, G and H
- (a) to **Loss** or damage to an **Aircraft** due to conversion, embezzlement or secretion by any person or organization with legal right to possession of such **Aircraft** under bailment, lease, conditional sale, purchase agreement, mortgage or other legal agreement that governs the use, sale or lease of the **Aircraft**, nor for any **Loss** or damage during or resulting therefrom. This exclusion does not apply to **Loss** or damage to such **Aircraft** caused when a renter pilot, renting such **Aircraft** pursuant to a rental agreement, converts, embezzles or secretes the **Aircraft** while it is in the renter pilot's possession provided the **Named Insured** or the renter, lessor or owner of the **Aircraft** are in no way associated with or a participant in such conversion, embezzlement or secretion and have no prior knowledge thereof and have not acquiesced therein;
 - (b) to **Loss** or damage to tires except where such **Loss** or damage is caused by fire, theft, windstorm or vandalism or is the direct result of **Physical Damage** covered by this policy;
 - (c) to **Loss** or damage which is due and confined to
 - (1) wear, tear, deterioration, freezing;
 - (2) any electrical malfunction or failure of any electronic component(s), accessory(ies), or electrically powered equipment;
 - (3) any mechanical, hydraulic, pneumatic, or structural malfunction or failure,
 unless any such **Loss** or damage in (1), (2) and (3) is the direct result of other **Physical Damage** covered by this policy.

Damage resulting from electrical malfunction or failure of an electrical component(s), accessory(ies), or electrically powered equipment is considered breakdown of the entire electrical system containing such electronic component(s), accessory(ies), or electrically powered equipment.

Damage resulting from the breakdown, failure or malfunction of any engine component, accessory or part is considered mechanical breakdown of the entire engine.
 - (d) to **Loss** or damage to turbine aircraft engines and auxiliary power units insured under this policy if such damage is caused by:
 - (1) foreign objects unless a result of **Ingestion**;
 - (2) heat or temperature change from the operation, attempted operation or shutdown of the engine;
 unless any such **Loss** or damage is the direct result of other **Physical Damage** covered by this policy.

LIMIT OF THE COMPANY'S LIABILITY

ALL COVERAGES (Other Insurance)

Except with respect to insurance afforded by Special Insuring Agreements I and II and to insurance specifically purchased by the **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 Special Insuring Agreements I and II shall be excess insurance over any other valid and collectible insurance available to the **Insured**, either as **Insured** under a policy applicable to the **Aircraft** or otherwise and if such other insurance shall have been written through the **Aviation Managers** as primary insurance then the Company's limits of liability under this policy shall be reduced by the applicable limits of such other policy.

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 (related or otherwise) on account of **Bodily Injury** or **Property Damage**, or (4) **Aircraft** to which this policy applies, the Company's liability is limited as follows:

Coverage A. The total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of services, because of **Bodily Injury** sustained by any person as the result of any one **Occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each person". Subject to the above provision respecting "each person", the total liability of the Company for all damages, including all **Related Claims** and all 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 B. 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 liability stated in the Declarations as applicable to "each **Occurrence**".

Coverage C. The total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of services, because of **Bodily Injury** sustained by any person as the result of any one **Occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each person". Subject to the above provision respecting "each person", the total liability of the Company for all damages, including all **Related Claims** and all 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 D. The total liability of the Company for all damages, including all **Related Claims** and all 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**".

And further provided that if the Declarations are completed to show "**Passenger** Liability limited internally to", the total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of service because of **Bodily Injury** to **Passengers** and **Crew** shall not exceed:

- (a) as respects any one **Passenger** or **Crew** member, the amount stated in the Declarations as applicable to "each person".
- (b) as respects two or more **Passengers** or **Crew** members, subject to the above provisions respecting any one **Passenger** or **Crew** member, the amount stated in the Declarations as applicable to "each person" multiplied by the total number of **Passenger** and **Crew** seats as stated in Item 4 for the **Aircraft** involved, but in no event shall the Company's Liability for all **Bodily Injury** (including **Passenger Bodily Injury**) and **Property Damage** exceed the limits 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 limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains **Bodily Injury** in any one **Occurrence**; the limit of liability stated in the Declarations for Coverage E as applicable to "each **Occurrence**" is, subject to the above provision respecting each person, the total limit of the Company's liability for all expenses incurred by or on behalf of two or more persons who sustain **Bodily Injury** in any one such **Occurrence**.

COVERAGES F, G and H (Total Liability)

With respect to **Total Loss**, the Company will pay the insured value of the **Aircraft**, as stated in the Declarations, subject to any applicable deductible.

With respect to **Partial Loss**, the Company may pay for the least expensive and most reasonable means to repair the **Aircraft** or may pay for the **Loss** in money, subject to any applicable deductible, as hereinafter provided:

1. if repairs are made by other than the **Named Insured**, the total of the following:
 - (a) cost to repair the damaged property with material of like kind and quality (excluding any charges for overtime);
 - (b) cost of the least expensive and most reasonable method of transporting new and/or damaged parts and/or the damaged **Aircraft** to the place of repair and the return of the repaired **Aircraft** to the place where the **Loss** occurred or the place where the **Aircraft** is regularly based, whichever is nearer;
2. if repairs are made by the **Named Insured**, the total of the following:
 - (a) actual cost to the **Insured** of material of like kind and quality;
 - (b) actual wages paid for labor, excluding any overtime;
 - (c) 150% of item (b) in lieu of overhead and supervisory services;

- (d) cost of the least expensive and most reasonable method of transporting new and/or damaged parts and/or the damaged **Aircraft** to the place of repair and the return of the repaired **Aircraft** to the place where the **Loss** occurred or the place where the **Aircraft** is regularly based, whichever is nearer.

With respect to any **Partial Loss** or **Total Loss**:

1. the amount due under this policy shall not exceed the amount due were the **Loss** payable as a **Total Loss**;
2. any salvage value remaining shall inure to the benefit of the Company and the **Named Insured** shall provide clear title thereto;
3. any equipment attached to the **Aircraft**, even if subsequent to the effective date of coverage, shall be considered a part of the **Aircraft**;
4. there shall be no abandonment of any damaged property without the consent of the Company.

If the **Loss** is due to theft or **Disappearance**, the Company shall have the right to return any found stolen property at any time prior to actual payment of the claim hereunder, with payment for any **Physical Damage** sustained thereto.

As available, the Company will pay for repair or replacement of like, kind and quality. The Company will not pay excess of like, kind and quality amounts for the cost of **Betterment**.

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 Special Insuring Agreements I, II or III) 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 which are specially designed for the aircraft and which are ordinarily carried therein.

"**Aviation Managers**" means AIG Aerospace Insurance Services, Inc., or any of its subsidiary or affiliated companies, branch offices or authorized representatives.

"**Betterment**" means improvement which would add value to the **Insured Aircraft**.

"**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.

"**Charter/Air Taxi**" means used principally in the business of the **Insured**, including **Passenger** or freight carrying for hire or reward and **Pleasure and Business** uses, but excluding instruction of or rental to others.

"**Commercial**" means used principally in the business of the **Insured**, including student instruction, **Passenger** or freight carrying for hire or reward, rental to others for the purpose of **Pleasure and Business** and those uses defined under **Pleasure and Business**.

"**Crew**" means the pilot-in-command, co-pilot, flight engineer, flight attendant or anyone else who is in, on, or boarding the **Aircraft** for assisting in the operation of the **Aircraft**.

"**Disappearance**" means missing **In Flight** and not reported for sixty (60) days after commencing a flight.

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

"In Flight" means, with respect to fixed wing **Aircraft**, the time commencing with the actual take-off run of the **Aircraft** and continuing thereafter until it has completed its landing run; and 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 after landing; and if the **Aircraft** is a balloon, while it is inflated or being inflated or deflated.

"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 or while it is **In Flight** and, if the **Aircraft** is a glider or balloon, any time it is being transported, towed or while it is **In Flight**.

"Ingestion" means damage to **Aircraft** turbine engines or turbine auxiliary power units, if a part of the **Aircraft**, caused by objects or substances not a part of the engine or its accessories, nor intended to be used in the engine, which occurs during the policy period and is the result of a single incident and of sufficient severity to require (or would require if its severity were known) immediate repair before further use.

"Insured" the unqualified word **"Insured"** wherever used in this policy with respect to Coverages A, B, C and D, includes not only the **Named Insured** but also any person while using or riding in the **Aircraft** and any person or organization legally responsible for its use, provided the actual use is with the express permission of the **Named Insured**. Except with respect to the **Named Insured** the provisions of this paragraph do not apply:

- (a) to any employee with respect to **Bodily Injury**, sickness, disease or death of another employee of the same employer injured in the course of such employment;
- (b) to any person or organization or to any agent or employee thereof (other than any employee of the **Named Insured** while acting in the course of his employment by the **Named Insured**):
 - (1) who manufactures, builds, sells or distributes aircraft, aircraft engines, aircraft components, aircraft accessories or fuel used in aircraft;
 - (2) who is engaged in the operation of an aircraft repair shop, aircraft sales agency, aircraft rental service, aircraft flying school, aircraft management service, aircraft aerial application service, aircraft inspection, appraisal, certification or examination service, commercial flying service, airline, airport, hangar, pilot training center or charter brokerage service;
 - (3) who is engaged in the activity of instruction, evaluation, examination or certification of any pilot or **Crew Member** or prospective pilot or **Crew Member**;
 - (4) who is charging a fee and/or receiving any remuneration or benefit for providing any type of service whatsoever in connection with the ownership, maintenance or use of any insured **Aircraft**;
- (c) to any person or organization operating the **Aircraft** under the terms of any rental agreement or training program which provides any remuneration to the **Named Insured** for the use of said **Aircraft**;
- (d) to the owner or lessor, or any agent or employee thereof, of any **Aircraft** which is the subject of the extended insurance provisions of Special Insuring Agreements.

"Insured Contract" means:

- (a) Any contract which requires as a prerequisite of the use of an airport or airport facility the indemnification of a military or governmental authority, except in connection with work performed for the military or governmental authority;

- (b) that part of any contract or agreement pertaining to ownership maintenance or use of **Aircraft** or **Premises** under which any Insured assumes the **Tort Liability** of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization.

Insured Contract does not include that part of any contract or agreement:

- (a) with or for the benefit of any **Passenger, Crew Member** or their heirs;
- (b) that pertains to major alteration or major repairs to aircraft, aircraft parts or accessories;
- (c) that pertains to the purchase or sale of aircraft, aircraft parts or accessories;

"Loss" means **Physical Damage**.

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

"Mooring" shall mean, while on water, a water alighting **Aircraft** is anchored or moored, or during launching onto or hauling up therefrom (except under its own power or momentum).

"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** during the policy period neither expected nor intended from the standpoint of the **Insured**. In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one **Occurrence**, and shall be deemed to occur only when such damage first commences.

"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 flight or attempted flight therein, including **Crew** member(s).

"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 or diminution in value (including loss of guaranty or warranty), if any, after repairs have been made.

"Pleasure and Business" means used in the business of the **Insured** including personal and pleasure uses but excluding any operation for hire or reward. Cost reimbursement shall be included within the definition of **Pleasure and Business** provided that such cost reimbursement is limited to:

- (1) Fuel, oil, lubricants, and other additives
- (2) Travel expenses of the **Crew**, including food, lodging, and ground transportation
- (3) Hangar and tie-down costs away from the **Aircraft's** base of operation
- (4) Insurance obtained for the specific flight
- (5) Landing fees, airport taxes, and similar assessments
- (6) Customs, foreign permit, and similar fees directly related to the flight

- (7) **In Flight** food and beverages
- (8) **Passenger** ground transportation
- (9) Flight planning and weather contact services
- (10) An additional charge equal to 100% of the expenses listed in subparagraph (1) of this paragraph.

"**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 (30) 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.

"**Related Claims**" means all claims for care and loss of service, loss of society and consortium, mental anguish, emotional distress, loss of support, medical and funeral expenses, and any and all other damages from or arising out of **Bodily Injury** to any person or **Passenger**. Notwithstanding anything to the contrary in the definition of **Bodily Injury**, the Company's liability and coverage for damages for both **Bodily Injury** and **Related Claims** are included and combined within the "each person" and "each **Occurrence**" Limits of Liability specified in the Declarations, as applicable, and there are no separate or additional Limits of Liability for **Related Claims**.

"**Tort Liability**" means a liability that would be imposed by law in the absence of any contract or agreement.

"**Total Loss**" means any **Physical Damage Loss** for which the "cost to repair" when added to the "salvage value" (the value of the **Aircraft** after **Physical Damage** and prior to repairs) equals or exceeds 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**.

CONDITIONS

APPLICABLE TO COVERAGES A, B, C AND D (BODILY INJURY AND PROPERTY DAMAGE)

1. ACTION AGAINST THE COMPANY

No person or organization has a right under this policy:

- (a) to join the Company as a party or otherwise bring the Company into a suit asking for damages from an **Insured**;
- (b) to sue on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but the Company 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 the Company, the **Insured** and the claimant or the claimant's legal representative. Service of process may be made upon the **Aviation Managers** on behalf of the Company. However, the Company does not waive its right to commence an action in any court of competent jurisdiction or to seek a transfer to another court as permitted by law.

2. FINANCIAL RESPONSIBILITY

If this policy is certified as proof of insurance under any governmental financial responsibility law applicable to aircraft, the Company will pay the minimum amounts required by that law which do not exceed the limit of liability of this policy. The **Named Insured** agrees to reimburse the Company promptly for any amounts the Company would not have had to pay were it not for this clause.

3. NOTICE OF OCCURRENCE, LOSS, CLAIM OR SUIT

(a) The **Named Insured** must see to it that the Company or its **Aviation Managers** are promptly notified in writing at the nearest office, whose address is listed on the back of the policy cover, of an **Occurrence** that may result in a claim. Notice shall include:

- (1) particulars sufficient enough to identify the **Insured**;
- (2) how, when and where the **Occurrence** took place;
- (3) the names and addresses of any injured persons and witnesses.

(b) If claim is made or suit is brought against the **Insured**, the **Named Insured** must see to it that the Company or its **Aviation Managers** receive prompt written notice of the claim or suit. The **Named Insured** and any other **Insured** involved must:

- (1) immediately send the **Aviation Managers** copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) authorize the Company or its **Aviation Managers** to obtain records and other information;
- (3) cooperate with the Company or its **Aviation Managers** in the investigation, settlement or defense of the claim or suit;
- (4) assist the Company or its **Aviation Managers**, upon the **Aviation Managers'** request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which the insurance may also apply.

(c) No **Insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without the Company or its **Aviation Managers'** consent.

4. SEPARATION OF INSUREDS

Except with respect to the Limit of the Company's Liability and any rights and 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**;
- (b) separately to each **Insured** against whom claim is made or suit is brought.

APPLICABLE TO COVERAGE E (MEDICAL EXPENSE)

5. ACTION AGAINST THE COMPANY

No person or organization has the right under this policy to sue on this policy unless all of its terms have been fully complied with and until thirty (30) days after the required proofs of claim have been filed with the Company.

6. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM

- (a) The injured person or someone on his or her behalf, as soon as practical after an accident, must give the **Aviation Managers** written proof of claim and if requested by the **Aviation Managers**:
- (1) provide his or her sworn statement under oath;
 - (2) authorize the **Aviation Managers** to obtain medical reports and copies of records;
 - (3) submit to physical examination by a physician selected by the **Aviation Managers**, when and as often as the **Aviation Managers** may reasonably require.
- (b) The Company may pay the injured person or any person or organization rendering the services and such payment:
- (1) shall reduce the amount payable hereunder for the injury;
 - (2) shall not constitute admission of liability by an **Insured**, or the **Aviation Managers**.

APPLICABLE TO COVERAGES F, G, AND H (PHYSICAL DAMAGE)

7. ACTION AGAINST THE COMPANY AND PAYMENT OF LOSS

The Company does not have to pay, and the **Named Insured** does not have the right to sue on this policy, unless all of its terms have been fully complied with and until thirty (30) days after the required proofs of loss have been filed with the Company and the amount of **Loss** is determined as provided by the policy, nor at all unless commenced within twelve (12) months after the date of the **Loss**.

8. APPRAISAL OF LOSS

If the **Named Insured** and the Company fail to agree as to the amount of **Loss**, each shall, upon written notice to the other, hire at its own expense an independent aircraft appraiser. The appraisers will then agree on a knowledgeable and neutral umpire. If they cannot agree on the umpire in fifteen (15) days, a Judge of the county of the pending appraisal will appoint the umpire. Agreement by any two of these three shall determine the amount of **Loss**. The **Named Insured** and the Company will share the umpire's cost equally. But this clause shall not deprive or waive any rights of the Company.

9. AUTOMATIC REINSTATEMENT

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

10. INSURED'S DUTIES WHEN LOSS OCCURS

When **Loss** occurs, the **Insured** shall:

- (a) take all reasonable precautions to protect the property or **Aircraft** after an **Occurrence**. The Company shall reimburse the **Insured** all reasonable cost in affording such protection;
- (b) not abandon the property or **Aircraft**;

- (c) immediately contact the **Aviation Managers** and provide prompt written notice at the address appearing on the back of the policy cover, including the:
 - (1) time, place and description of events;
 - (2) description and location of the **Aircraft**;
- (d) promptly report theft and vandalism to the **Aviation Managers** and local police;
- (e) do nothing after the **Loss** to harm the Company or **Aviation Managers** rights of recovery against any person or organization;
- (f) allow the Company or **Aviation Managers** to inspect the property;
- (g) submit to examination under oath if requested by the Company or **Aviation Managers**;
- (h) allow the Company or **Aviation Managers** to inspect all aircraft records, pilot logbooks, repair and service invoices, sales receipts and any other pertinent records until settlement of the **Loss**;
- (i) file proof of loss with the **Aviation Managers** within sixty (60) days after the date of **Loss**, in the form of a sworn statement to include:
 - (1) the interest of the **Named Insured** and of all others in the property affected;
 - (2) any encumbrances thereon;
 - (3) the actual cash value of the property at the time of the **Loss**;
 - (4) the amount, place, time and cause of such **Loss**;
 - (5) the description and amounts of all other insurance covering such property;unless such time is extended in writing by the the Company or its **Aviation Managers**.

11. NO BENEFIT TO BAILEE

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 **Aircraft**.

12. NO RETURN PREMIUM IN THE EVENT OF TOTAL LOSS

The Company or **Aviation Managers** shall not be liable for any return **Physical Damage** premium in respect to any **Aircraft** on which a **Total Loss** has been paid.

APPLICABLE TO ALL COVERAGES

13. ASSISTANCE AND COOPERATION OF THE INSURED

The **Insured** shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of an **Occurrence**.

14. **BANKRUPTCY**

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

15. **CANCELLATION**

- (a) The first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to the Company or **Aviation Managers** advance written notice of cancellation.
- (b) The Company or **Aviation Managers** 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 the Company or **Aviation Managers** cancel for non-payment of premium; or
 - (2) thirty (30) days before the effective date of cancellation if the Company or **Aviation Managers** cancel for any other reason.
- (c) The Company or **Aviation Managers** will mail or deliver notice to the first **Named Insured's** last mailing address known to the Company or **Aviation Managers**.
- (d) If this policy is cancelled, the **Aviation Managers** will return any premium refund due. If the Company or **Aviation Managers** 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 **Aviation Managers** have not made or offered a refund. The return premium shall be subject to Condition 12.
- (e) If notice is mailed, proof of mailing will be sufficient proof of notice.

16. **CHANGING THE POLICY**

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

17. **EXAMINATION OF INSURED'S BOOKS AND RECORDS**

The Company or **Aviation Managers** may examine and audit the **Insured's** books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

18. **FRAUD OR MISREPRESENTATION**

This policy shall be void if the **Named Insured** has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the **Named Insured** touching any matter relating to this insurance or the subject thereof, whether before or after a **Loss**.

19. **INSPECTION AND SURVEYS**

The Company or **Aviation Managers** have the right but are not obligated to:

- (a) make inspections and surveys at any time;
- (b) give the **Named Insured** reports on the conditions found;
- (c) recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company or **Aviation Managers** do not make safety inspections. The Company or **Aviation Managers** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And the Company or **Aviation Managers** do not warrant that conditions:

- (1) are safe and healthful;
- (2) comply with laws, regulations, codes or standards.

This condition applies not only to the Company or **Aviation Managers**, but also to any rating, advisory, rate service or similar organization that make insurance inspections, surveys, reports or recommendations.

20. **NONRENEWAL**

If the Company decides not to renew this coverage, the **Aviation Managers** will mail or deliver to the first **Named Insured** shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

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

21. **PREMIUMS**

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

22. **REPRESENTATIONS**

By accepting this policy, the **Named Insured** agrees:

- (a) the statements in the Declarations are accurate and complete;
- (b) those statements are based upon representations of the **Named Insured** to the Company and/or **Aviation Managers**;
- (c) the **Aviation Managers** have issued this policy in reliance upon the **Named Insured's** representations.

23. **STATE STATUTES**

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

24. **SUBROGATION**

If the **Insured** has rights to recover all or part of any payment the Company has made under this policy, those rights are transferred to the Company. The **Insured** must do nothing after **Loss** to impair them. At the request of the Company or **Aviation Managers**, the **Insured** will bring suit or transfer those rights to the Company and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after a **Loss** to prejudice such rights. This condition shall not apply with respect to Coverage E - **Medical Expense**.

25. **TITLES OF PARAGRAPHS**

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

26. **TRANSFER OF THE NAMED INSURED'S RIGHTS AND DUTIES UNDER THIS POLICY**

The **Named Insured's** rights and duties under this policy may not be transferred without the **Aviation Managers** written consent except in the case of the death or bankruptcy of an individual **Named Insured**.

If such individual **Named Insured** dies or is adjudged bankrupt or insolvent, his or her rights and duties will be transferred to the **Named Insured's** legal representative but only while acting within the scope of duties as such. Until the **Named Insured's** legal representative is appointed, anyone having proper temporary custody of the **Named Insured's** property will have such **Named Insured's** rights and duties but only with respect to that property, but in no event for more than sixty (60) days following such death or adjudication.

27. **VIOLATION OF STATUTE CLAUSE**

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

By signing below, the President and Secretary of the Insurer agree on behalf of the Insurer to all the terms of this policy.



President



Secretary

COMMERCE AND INDUSTRY INSURANCE COMPANY

This policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer on the Declarations page of the policy.

PHYSICAL DAMAGE COVERAGE ENDORSEMENT

In consideration of INCLUDED premium of \$ INCLUDED, it is agreed that this policy is amended as follows:

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

FAA Cert. No.	Make & Model	Year Built	Seats		Insured Value	Phys. Dam. Cov.	Physical Damage Premiums	Deductibles	
			Crew	Pass excl. Crew				Not In Motion	In Motion Ingestion or Mooring
N3620T	SCHWEIZER1-36	1981	1	0	\$	N/A --	\$	N/A \$	N/A
N291BA	LET L-33 SOLO	1995	1	0		N/A --		N/A	N/A
N113YZ	SCHWEIZER 1-26	1973	1	0		N/A --		N/A	N/A
N697U	SCHWEIZER 2-32	1965	1	2		N/A --		N/A	N/A
N911H	LET L-23	1991	1	1		N/A --		N/A	N/A
N11QS	SCHLEICHER ASW-19	1978	1	0		N/A --		N/A	N/A
N278BA	LET L-33 SOLO	1994	1	0		N/A --		N/A	N/A
N943SB	SCHEMPP HIRTH CIRRUS	1970	1	0		N/A --		N/A	N/A

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
 Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
 By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 1

Date of Issue July 21, 2015 BP

By 
 (Authorized Representative)

PILOT WARRANTY ENDORSEMENT

This policy is completed as follows:

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

When in flight, the aircraft will only be operated by the pilot/s specified below who possess the current and valid ratings and certificates for the aircraft to be flown, and if required a current and valid medical certificate.

AS RESPECTS SAILPLANES:

1. As respects sailplane uses other than sightseeing rides for hire:

a. For sailplanes meeting Light Sport-Glider certification-

1. Any pilot maintaining a Sport Pilot-Glider or more advanced pilot certificate who has demonstrated to the Named Insured's appropriately certificated flight instructor the piloting skills required for the sailplane being flown.

2. Any pilot not qualified as a Sport Pilot for gliders and that does not have a Private Pilot certificate or better for gliders must remain under the direct supervision of an appropriately certificated flight instructor for all flights and prior to solo has received the instructor's appropriate written endorsement(s) for the same make and model glider.

b. For all other sailplanes-

1. Any pilot maintaining a Private or more advanced pilot certificate who has demonstrated to the Named Insured's appropriately certificated flight instructor the piloting skills required for the sailplane being flown.

2. Any pilot not a Private or more advanced glider pilot certificate must remain under the direct supervision of an appropriately certificated flight instructor for all flights and prior to solo has received the instructor's appropriate written endorsement(s) for the same make and model glider.

2. As respects sailplane uses defined as sightseeing rides for hire:

1. Any pilot maintaining a COMMERCIAL or more advanced pilot certificate who has demonstrated to the Named Insured's appropriately certificated flight instructor the piloting skills required for the sailplane being flown.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 2

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

STUDENT AND RENTER PILOT LIABILITY ENDORSEMENT

In consideration of additional premium of INCLUDED, this policy is amended as follows:

Notwithstanding the provisions of paragraph (c) of the Definition of **Insured**, Liability Coverages provided herein are extended to include as **Insured**, any person operating the **Aircraft** under the terms of any rental agreement or training program which provides any remuneration to the **Named Insured** for the use of such **Aircraft**.

As respects coverage provided under this endorsement, the Company's Limit of Liability shall read only as follows:

<u>Liability Coverage</u>	<u>Limits of Liability</u>
D. SINGLE LIMIT - EXCLUDING PASSENGERS	\$ 50,000. EACH OCCURRENCE

such Limits of Liability to be included within and not in addition to the Limits set forth in the Declarations.

THE LIMIT OF LIABILITY SHALL NOT APPLY TO PASSENGER BODILY INJURY WHILE THE AIRCRAFT IS OPERATED BY THE STUDENT PILOTS UNLESS RECEIVING DUAL FLIGHT INSTRUCTION OR IS ENGAGED IN THE PRACTICAL FLIGHT TEST FOR A PRIVATE PILOT CERTIFICATE AND IN EITHER EVENT THE ONLY OTHER PASSENGER ABOARD THE AIRCRAFT IS AN APPROPRIATELY CERTIFICATED FLIGHT INSTRUCTOR OR AN FAA DESIGNATED FLIGHT EXAMINER.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 3

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

PURPOSE OF USE ENDORSEMENT

This policy is amended as follows:

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

Purpose of Use shall be only as follows:

AS RESPECTS SAILPLANES:

- 1. Pleasure, Business and Competition.
- 2. Instruction and Rental to others for the purpose of Pleasure and Business.
- 3. Sightseeing.

The term "Sightseeing" is defined as an uninterrupted flight, involving passenger carrying for which a charge is made, which originates and terminates at the same airport and is within a twenty-five (25) nautical mile radius of such airport.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
 Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
 By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 4

Date of Issue July 21, 2015 BP

By 
 (Authorized Representative)

AVIATION POLICY AMENDATORY ENDORSEMENT

This policy is amended as follows:

1. Coverages A, B C and D (Total Liability) set forth under the LIMIT OF THE COMPANY'S LIABILITY is deleted and replaced with the following.

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 (related or otherwise) 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. The total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of services, because of **Bodily Injury** sustained by any person as the result of any one **Occurrence** shall not exceed the limit of liability stated in the Declarations as applicable to "each person". Subject to the above provision respecting "each person", the total liability of the Company for all damages, including all **Related Claims** and all 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 B. 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 liability stated in the Declarations as applicable to "each **Occurrence**".

Coverages C. The total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of services, because of **Bodily Injury** sustained by one 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 person". Subject to the above provision respecting "each person", the total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of services, because of **Bodily Injury to Passengers** sustained as the result of any one **Occurrence** shall not exceed:

- (a) as respects any one **Passengers**, the amount stated in the Declarations as applicable to "each person".
- (b) as respects two or more **Passengers**, subject to the above provision respecting any one **Passenger**, the amount stated in the Declarations as applicable to "each person" multiplied by the number of **Passengers** onboard the **Aircraft** or the number of **Passenger** seats as stated in Item 4 for the **Aircraft** involved, whichever is less, but in no event shall the Company's Liability for all **Bodily Injury** exceed the limits stated in the Declarations as applicable to "each **Occurrence**".

Coverage D. The total liability of the Company for all damages, including all **Related Claims** and all 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**".

And further provided that if the Declarations are completed to show "**Passenger** Liability limited internally to", the total liability of the Company for all damages, including all **Related Claims** and all damages for care and loss of service because of **Bodily Injury** to **Passengers** and **Crew** shall not exceed:

- (a) as respects any one **Passenger** or **Crew** member, the amount stated in the Declarations as applicable to "each person".
- (b) as respects two or more **Passengers** or **Crew** members, subject to the above provisions respecting any one **Passenger** or **Crew** member, the amount stated in the Declarations as applicable to "each person" multiplied by the number of **Passenger** onboard the **Aircraft** or the number of **Passenger** and **Crew** seats as stated in Item 4 for the **Aircraft** involved, whichever is less, but in no event shall the Company's Liability for all **Bodily Injury** (including **Passenger Bodily Injury**) and **Property Damage** exceed the limits 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**.

2. The Definition of **Related Claims** is deleted and replaced with the following:

Related Claims means all claims for care and loss of service, loss of society and consortium, mental anguish, emotional distress, loss of support, medical and funeral services, and any and all damages suffered or claimed by any party other than the **Passenger** from or related to **Bodily Injury** to any **Passenger**. Notwithstanding anything to the contrary in the definition of **Bodily Injury**, the Company's liability and coverage for damages for both **Bodily Injury** and **Related Claims** are included and combined within, the "each person" and "each **Occurrence**" limits of liability specified in the Declarations as applicable, and there are no separate or additional limits of liability for **Related Claims**.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 5

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

ASBESTOS EXCLUSION ENDORSEMENT

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. The actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos; or
2. Any obligations, 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 exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.

However, the exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion, or collision or a recorded in flight emergency causing abnormal aircraft operations.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs 1. or 2. hereof.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 6

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

NUCLEAR RISKS EXCLUSION CLAUSE AVN38B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. This policy does not cover:

- (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- (ii) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (b) 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;
- (c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1. (b) and (c) 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, agriculture, commercial, educational or industrial purpose.

3. This policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2. 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 thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this policy shall only apply to an incident happening during the period of this policy and where any claim by the Insured against the Company or by any claimant against the Insured arising out of such incident shall have been made within three (3) years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> (IAEA Health and Safety Regulations)	<u>Maximum permissible level</u> <u>of non-fixed radioactive</u> <u>surface contamination</u> (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)

(iv) the cover afforded hereby may be cancelled at any time by the Company giving seven (7) days notice of cancellation.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
 Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
 By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 7

Date of Issue July 21, 2015 BP

By 
 (Authorized Representative)

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE AVN46B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property;unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
 - (a) claims excluded by paragraph 1., or
 - (b) a claim or claims covered by the policy when combined with any claims excluded by paragraph 1. (referred to below as "Combined Claims").
3. In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the policy:
 - (a) damages awarded against the Insured and
 - (b) defense fees and expenses incurred by the Insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 8

Date of Issue July 21, 2015 BP

UE46B (1/05)

By 
(Authorized Representative)

DATE RECOGNITION EXCLUSION CLAUSE AVN2000A

This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

(a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, recognize, exchange or transfer year, date or time data or information in connection with any change of year, date or time;

whether on or before or after such change of year, date or time;

(b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

(c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning our duty to investigate or defend claims shall not apply to any claims so excluded.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 9

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION) AVN48B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

This policy does not cover claims caused by:

- (a) 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;
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (c) Strikes, riots, civil commotions or labor disturbances;
- (d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- (e) Any malicious act or act of sabotage;
- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority;
- (g) 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 Insured.

Furthermore, this policy does not cover claims arising whilst the aircraft is outside the control of the Insured by reason of any of the above perils.

The aircraft shall be deemed to have been restored to the control of the Insured on the safe return of the aircraft to the Insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 10

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

TERRORISM EXCLUSION - CERTIFIED ACTS

This insurance does not apply to loss, injury, damage, claim or suit, arising directly or indirectly as a result of an "act of terrorism", which is defined in the Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (collectively, "TRIA") as follows:

- (1) ACT OF TERRORISM. -
- (A) CERTIFICATION. - The term "act of terrorism" means any act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States -
- (i) to be an act of terrorism;
 - (ii) to be a violent act or an act that is dangerous to-
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
 - (iii) to have resulted in damage within the United States or outside of the United States in the case of-
 - (I) an air carrier or vessel [described in TRIA]; or
 - (II) the premises of a United States mission; and
 - (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- (B) LIMITATION. - No act shall be certified by the Secretary as an act of terrorism if-
- (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.
- (C) DETERMINATIONS FINAL. - Any certification of, or determination not to certify, an act as an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

THE PROVISIONS OF THIS ENDORSEMENT SHALL APPLY SOLELY TO TRIA AND SHALL IN NO WAY AFFECT THE PROVISIONS OF THE WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION), FORM NO. AVN48B, OR ANY AMENDMENTS THERETO.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 11

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

SSA PROGRAM COVERAGE ENDORSEMENT

This policy is amended as follows:

1. The Soaring Society of America (SSA) and its officers, directors, and employees are included as an additional **Insured**, but only while acting on behalf of the SSA, and only for liability coverage applicable to the operation of the **Aircraft** by the **Named Insured**.
2. Paragraph (d) of the CANCELLATION Condition is deleted and replaced by the following:

If the policy is cancelled, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.
3. The Deductibles shown on the Declarations have been reduced by 10% for each successive claims-free policy period.
4. The AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT Special Insuring Agreement shall apply to uses other than **Pleasure and Business** and to **Physical Damage** Coverages provided:
 - (a) the **Aircraft** has no more than three (3) total seats;
 - (b) the **Aircraft** does not require a pilots license with a category, class, or type rating that differs from the **Aircraft** described in the Declarations;
 - (c) the insured value will be the actual purchase price or the greatest insured value shown on the Declarations, whichever is less.
5. Only with respect to **Aircraft** having All Risks: Ground and Flight coverage:
 - (a) In the event the insured **Aircraft** incurs any direct and accidental **Physical Damage** as the result of a propeller **In Motion** striking any object, the **Named Insured** may elect to have an engine teardown inspection performed even if there is no indication of internal engine damage dictating the need for such engine teardown inspection.
 - (b) The Company will pay the reasonable cost for removal, disassembly, inspection, reassembly, and reinstallation of the engine(s) but that cost shall not increase the Company's limit of liability.
 - (c) Furthermore, the coverage provided by this endorsement is subject to the usual betterment standards based upon the manufacturer's recommended time between engine overhaul and the Company's limit of liability for **Physical Damage** Coverage.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 12

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

OWNER / LESSOR ENDORSEMENT

This policy is amended as follows:

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

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 13

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

COUNTERSIGNATURE ENDORSEMENT

State for which this endorsement is issued is Nevada.

The countersignature hereto is to be considered the valid countersignature to the undermentioned policy insofar as concerns that portion of the risk located in the state named above.

COUNTERSIGNATURE AGENT DAVE BAKER

ADDRESS 1175 PEACHTREE STREET, N.E., SUITE 1000
ATLANTA, GA 30361

SIGNATURE 

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 14

Date of Issue July 21, 2015 BP

By 
(Authorized Representative)

SANCTIONS AND EMBARGO CLAUSE - AVN111

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this policy or becomes applicable at any time thereafter, providing coverage to the "**Insured**" is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the "**Insured**" or make any payment of defence costs or provide any form of security on behalf of the "**Insured**", to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the policy, but the payment of a valid and otherwise collectible claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorization to make such payment.
3. In the event of any law or regulation becoming applicable during the policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the "**Insured**" and the Insurer shall have the right to cancel its participation of this policy in accordance with the laws and regulations applicable to the policy provided that in respect of cancellation by the Insurer a minimum of (30) days notice in writing be given. In the event of cancellation by either the "**Insured**" or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

For the purpose of this endorsement Insurer shall mean the Company.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 15

Date of Issue July 21, 2015 BP

UE1437 (06/14)

By 
(Authorized Representative)

NEVADA AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "Named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the Declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION / NONRENEWAL

A) The cancellation provision of the policy is replaced by the following:

1. The First Named Insured may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.
2. MIDTERM CANCELLATION

If this policy has been in effect for seventy (70) days or more, or if this policy is a renewal of a policy the Insurer issued, the Insurer may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Conviction of the Insured or Other Insured(s) of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- d. Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
- e. A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- f. A determination by the commissioner that continuation of the Insurer's present volume of premiums would jeopardize the Insurer's solvency or be hazardous to the interests of the Insurer's policyholders, creditors or the public; or
- g. A determination by the commissioner that the continuation of the policy would violate, or place the Insurer in violation of any provision of the code.

If this policy is cancelled by the Insurer based on 2. b. through g. above, the Insurer shall mail or deliver a written notice to the First Named Insured thirty (30) days before the effective date of cancellation. If this policy is cancelled for nonpayment of premium, the Insurer will mail or deliver a written notice to the First Named Insured ten (10) days before the effective date of cancellation.

3. ANNIVERSARY CANCELLATION

If this policy is written for a term longer than one year, the Insurer may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the First Named Insured at the last mailing address known to the Insurer at least sixty (60) days before the anniversary date.

4. The following is added as an additional condition and supersedes any other provision to the contrary:

NONRENEWAL

- a. If the Insurer elects not to renew this policy, the Insurer will mail or deliver to the First Named Insured a notice of intention not to renew at least sixty (60) days before the agreed expiration date.
- b. The Insurer need not provide this notice if:
 - 1. The First Named Insured has accepted replacement coverage;
 - 2. The First Named Insured has requested or agreed to nonrenewal; or
 - 3. This policy is expressly designated as nonrenewable.

5. NOTICES

- a. Notice of cancellation or nonrenewal in accordance with the above, will be mailed, first class or certified, or delivered to the First Named Insured at the last mailing address known to the Insurer and will state the reason for cancellation or nonrenewal.
- b. The First Named Insured may request an explanation upon which the Insurer's decision to cancel or nonrenew was based. The Insurer will provide the explanation within six days of receipt of the written request by the First Named Insured.
- c. The Insurer will also provide a copy of the notice of cancellation, for both policies in effect less than seventy (70) days and policies in effect seventy (70) days or more, to the agent who wrote the policy.

All other provisions of this policy remain the same.

This endorsement becomes effective June 4, 2015 to be attached to and hereby made a part of
 Policy No. SS 001859207-09 issued to SIERRA FLIERS, LLC
THE MANAGERS AND INDIVIDUAL MEMBERS THEREOF
 By COMMERCE AND INDUSTRY INSURANCE COMPANY

Endorsement No. 16

Date of Issue July 21, 2015 BP

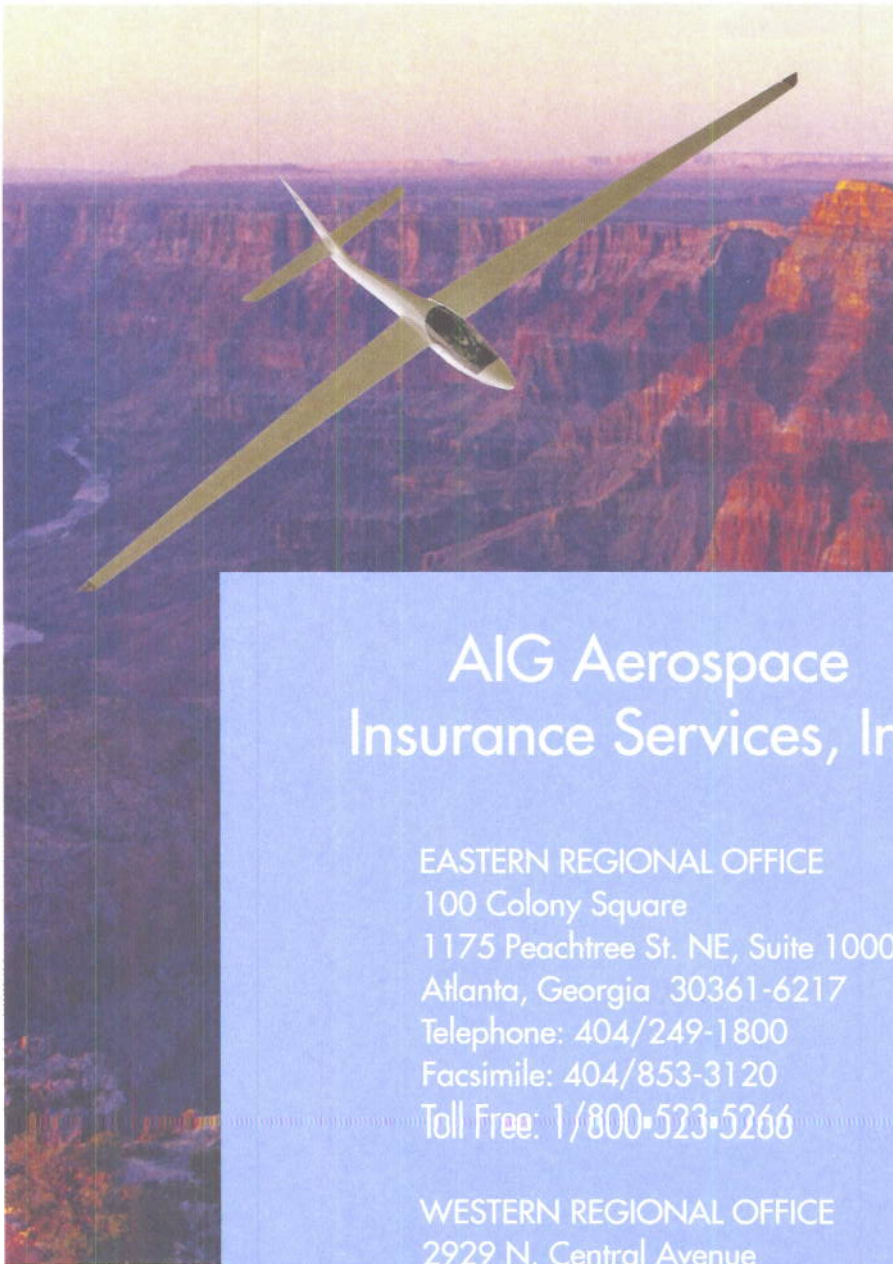
By 
 (Authorized Representative)

POLICYHOLDER NOTICE

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