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AVEMCO Insurance Company

A Subsidiary of HCC Insurance Holdings, Inc.

411 Aviation Way • Frederick, Maryland 21701

AGREEMENT

We agree to provide insurance for the coverages **you** have purchased. The insurance is subject to the terms of this Policy. It is based on **your** statements in the application.

DEFINITIONS USED IN THIS POLICY

(These defined terms are printed in bold type in this Policy)

1. "**Accident**" means a sudden event, or continued or repeated contact with the same conditions, that results in **bodily injury** or **property damage** which an **insured person** does not expect or intend.
2. "**Airport contract**" means an agreement **insured persons** are required to sign so they may use an airport.
3. "**Aviation business**" means the business or occupation of:
 - a. making, repairing, servicing, fueling, towing, chartering, renting or selling any aircraft;
 - b. making, repairing, installing, servicing or selling any aircraft component;
 - c. operating an airport, hangar, aircraft tiedown or parking facility, flying club or flight training facility;
 - d. providing pilot, crew or flight instruction services.
4. "**Bodily injury**" means physical or mental injury to, or death of, a person.
5. "**Breakdown**" means mechanical, structural, engine or electrical failure; deterioration; or wear and tear.
6. "**Commercial purpose**" means any use of **your insured aircraft** for which an **insured person** receives, or intends to receive, money or other benefits. It does not include:
 - a. the equal sharing among **occupants** of the operating costs of a flight;
 - b. an **insured person** being reimbursed by their employer for the expense of a flight, provided such employer is not in an **aviation business** and the flight is incidental to the **insured person's** employment;
 - c. **you** being paid by a pilot named in Item 6A of the Data Page for their personal, non-commercial use of **your insured aircraft**;
 - d. the sharing of the expenses of the ownership, maintenance and use of **your insured aircraft** among policyholders shown in Item 1 of the Data Page.
7. "**FAA**" means the Federal Aviation Administration or the governmental authority having jurisdiction over civil aviation in the country of registry of **your insured aircraft**.
8. "**Family member**" means a parent, spouse, son or daughter of an **insured person** (whether natural, adopted or step, and whether or not they reside in the same household as the **insured person**).
9. "**In flight**" means the time starting when **your insured aircraft** moves forward for takeoff and continues until it has landed. It has landed when it has safely stopped or left the runway under control.
10. "**In motion**" means any time **your insured aircraft** is moving as the result of its engine power and:
 - a. if **your insured aircraft** is a rotorcraft, any time a rotor is turning;
 - b. if **your insured aircraft** is turbine-powered, any time an engine is running;
 - c. if **your insured aircraft** is a glider, any time it is being transported, towed or is **in flight**.
11. "**Insured aircraft**" means:
 - a. an aircraft shown in Item 4 of the Data Page;
 - b. an additional or replacement aircraft of which **you** have acquired full ownership during the Policy Period if **we** insure all aircraft **you** own. However, this does not apply to:
 - (1) a rotorcraft unless a rotorcraft is shown in Item 4 of the Data Page;
 - (2) a turboprop aircraft unless a turboprop aircraft is shown in Item 4 of the Data Page;
 - (3) a turbojet aircraft unless a turbojet aircraft is shown in Item 4 of the Data Page.



Additional or replacement aircraft will no longer be **insured aircraft** after 30 days from the date **you** acquire it, or, if sooner, the date **you** insure it with another insurer.

Included are its communication, navigation and operating equipment attached or temporarily detached and not replaced. Also included are tools and repair equipment which are specially designed for it.

12. "**Insured person**" means:

- a. **you**;
- b. a person or organization using, or responsible for the use of, **your insured aircraft** with **your** permission. However, persons or organizations who are in an **aviation business** are not **insured persons** when the **accident** arises out of, or occurs during, the conduct of such **aviation business**.

13. "**Loss**" means physical loss of, or damage to, **your insured aircraft** which an **insured person** does not expect or intend. **Loss** does not include depreciation or loss of its use.

14. "**Non-owned aircraft**" means an aircraft which is not owned in whole or in part by **you** or a **family**

member of yours. It must not be furnished or leased to **you** for more than 30 days during the Policy Period.

15. "**Occupant**" means a person while in, on, or getting into or out of **your insured aircraft**.

16. "**Policy territory**" means the Western Hemisphere between 13° and 67° North Latitude and between 52° West Longitude and the International Date Line. It does not include Bermuda, Central America or Cuba. See map in this Policy.

17. "**Premises**" means the immediate parking, tiedown or storage area used for **your insured aircraft**. These **premises** must not be owned in whole or in part by any **insured person**.

18. "**Property damage**" means physical damage to, or destruction of, property. This includes loss of its use.

19. "**We**," "**us**" and "**our**" mean AVEMCO Insurance Company.

20. "**Workers' compensation**" means compensation prescribed by federal or state law for **bodily injury** to an employee during the course of employment.

21. "**You**" and "**your**" mean the policyholder named in Item 1 of the Data Page.

EXCLUSIONS APPLYING TO ALL COVERAGES

(See Additional Exclusions to Coverages A, B and C)

This Policy does not cover **bodily injury, property damage** or **loss**:

1. When **your insured aircraft** is:

- a. outside the **policy territory**;
- b. used for a **commercial purpose**;
- c. used by an **insured person** to unlawfully traffic in, or carry, persons, drugs, narcotics or other contraband;
- d. operated **in flight** by a pilot who is not approved in Item 6 of the Data Page;
- e. operated by a student pilot carrying another **occupant** unless one of these **occupants** is a

Certificated Flight Instructor on board for the purpose of instructing or examining that student pilot;

- f. owned in whole, or in part, by someone except **you**;
- g. equipped for water takeoff and landing unless shown as such in Item 4 of the Data Page;

2. Arising out of:

- a. declared or undeclared war, civil war, riot or revolt;
- b. the detonation of an atomic device or radioactive contamination from any source.

COVERAGE A—LIABILITY INSURANCE FOR YOUR INSURED AIRCRAFT

DESCRIPTION OF INSURANCE

We will pay for **bodily injury** and **property damage** for which an **insured person** is legally liable. Liability must arise from the ownership, maintenance or use of **your insured aircraft** or use of the **premises** on which it is stored. The **bodily injury** and **property damage** must occur during the Policy Period and be caused by an

accident. When **bodily injury** and **property damage** are covered under this Insurance, **we** will also provide an **insured person** with a legal defense against such claims for **bodily injury** and **property damage**.

EXTENDED SALES COVERAGE

The Insurance provided by this coverage will continue



to provide **you** coverage for **bodily injury** and **property damage** that occurs within one year of the date **you** sell **your insured aircraft**, provided:

1. **You** sell **your insured aircraft** during the Policy Period shown in Item 3 of the Data Page; and
2. **Your** liability arises out of **your** ownership, maintenance or use of **your insured aircraft** during the period of time it was insured under this coverage (not for **your** prior or subsequent ownership, maintenance or use).

If **your insured aircraft** was insured under this Policy's Coverage A for less than one year prior to its sale, the one year period stated above shall be reduced by the number of days for which it was not insured.

ADDITIONAL PAYMENTS

When **bodily injury** and **property damage** are covered by this Insurance, **we** will also pay:

1. Costs **we** incur investigating the **accident** and defending a suit. Costs do not include payment of a claimant's attorney fees which may be taxed against an **insured person**;
2. If there is a judgement, interest on that part of a judgement which does not exceed **our** Limit of Liability. Interest is paid from the date of judgement until **we** pay, or offer to pay, **our** part of the judgement;
3. Premiums on appeal bonds and bonds to release attachments in a suit **we** defend. **We** will also pay up to \$250 for the cost of bail bonds required because of an **accident**. **We** will not pay the premiums for bonds that are for more than **our** Limit of Liability. **We** have no duty to apply for, or furnish, such bonds.
4. Reasonable costs an **insured person** incurs to attend trials or hearings at **our** request;
5. Costs an **insured person** incurs for first aid to others at the time of an **accident**;
6. The costs to provide an **insured person** with a legal defense against a pilot certificate enforcement action or a civil penalty action taken by the **FAA** or by a state or local governmental authority as a result of an **accident**. **We** will not pay any penalties or fines. The most **we** will pay is \$5,000 for all such costs incurred as a result of any one **accident**.

We will defend a suit or settle a claim, whichever **we** feel proper. However, this shall not apply to enforcement actions taken against an **insured person**, covered under Paragraph 6 above, in which case an **insured person's** consent to settlement shall be required.

ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE A

This coverage does not apply to:

1. **Bodily injury** or **property damage** liability an **insured person** assumes by contract or agreement. However, liability assumed under an **airport contract** is covered, provided the liability arises out of the **insured person's** storage or use of the **insured aircraft** on the airport;
2. **Bodily injury** or **property damage** when an **insured person** is insured under nuclear energy liability insurance. This exclusion applies even if the limits of that insurance are reached;
3. **Bodily injury** and **property damage** arising out of:
 - a. noise or vibration;
 - b. pollution or contamination unless caused by a **loss**;
4. **Bodily injury** to:
 - a. an **occupant** unless Item 5 of the Data Page shows "including **occupants**";
 - b. an employee of an **insured person** when **workers' compensation** is available or required to compensate the employee of the **insured person** against whom claim is made;
5. **Property damage** to an **insured aircraft** (including after its sale where **property damage** coverage is extended for up to one year);
6. Damage to property:
 - a. owned by an **insured person**;
 - b. being carried in **your insured aircraft**. However, personal effects of each **occupant** are covered up to \$1,000;
 - c. rented to, or in the charge of, an **insured person**. However, rented hangars and their contents are covered up to a maximum of \$25,000 each **accident**.

LIMITS OF LIABILITY

The Limits of Liability shown in Item 5 of the Data Page apply as follows:

1. The limit for "each person" is the most **we** will pay for **bodily injury** to one person in one **accident**. **Bodily injury** sustained by any one person shall include all injury and damages sustained by others as a consequence of such **bodily injury**. However, the most **we** will pay for **bodily injury** for which an **insured person** is legally liable to a **family member** of that **insured person** is 25% of the limit for "each person," but not more than \$25,000;



2. The limit for "**property damage**" is the most **we** will pay for all **property damage** in one **accident**;
3. The limit for "each **accident**" is the most **we** will pay for all **bodily injury** and **property damage** combined in one **accident**.

The number of **our** policies, **insured persons**, **insured aircraft**, claims or claimants does not increase these amounts.

Our Limit of Liability for a replacement aircraft or additional aircraft shall be the highest Limit of Liability for any **insured aircraft**.

OTHER INSURANCE

When there is other liability coverage for **bodily injury** and **property damage** covered by this Insurance, **we** will pay **our** share. **Our** share will be the percentage that **our** Limit of Liability bears to the sum of all liability limits. However, this Insurance shall be excess over any coverage available to **you** for liability arising during the term of the Extended Sales Coverage. It shall also be excess over any coverage available to an **insured person** where their liability is assumed under an **airport contract**. Other insurance, however, may be purchased in specific excess of these coverages.

COVERAGE B—INSURANCE FOR DAMAGE TO YOUR INSURED AIRCRAFT

DESCRIPTION OF INSURANCE

We will pay for **loss to your insured aircraft** which occurs during the Policy Period.

ADDITIONAL PAYMENTS

When **loss** is covered by this Insurance, **we** will also pay:

1. The cost of transporting **your insured aircraft** or its parts to the place of repair. After repair, **we** will pay the cost to return the aircraft to the place of **loss** or **your** home airport, whichever is closer. Transportation will be by the least costly reasonable means;
2. Reasonable costs incurred in providing protection for **your insured aircraft** after a **loss**;
3. Costs charged to **you** by others, whether or not **your insured aircraft** suffers physical damage, for:
 - a. runway foam preceding an emergency landing of **your insured aircraft**,
 - b. transport of **your insured aircraft** to the nearest airport after an emergency landing on an area from which it cannot safely take off;
4. The costs to provide an **insured person** with a legal defense against a pilot certificate enforcement action or a civil penalty action taken by the **FAA** or by a state or local governmental authority as a result of a **loss**. **We** will not pay any penalties or fines. The most **we** will pay is \$5,000 for all such costs incurred as a result of any one **loss**.

ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE B

This coverage does not apply to **loss to your insured aircraft**:

1. While it is **in flight** unless Item 5 of the Data Page shows "including **in flight**";

2. Caused by legal or illegal seizure or confiscation, or during detention by any governmental body;
3. Which arises out of a taking, holding, secreting, repossession or sale by:
 - a. anyone to whom its care, custody, control or use has been given by an **insured person**;
 - b. anyone making a claim for or against it under contract, agreement or law;
4. Due and confined to **breakdown**. This exclusion does not apply to ensuing **loss**, unless it is another such **breakdown**;
5. If the **loss** is to a turbine engine of **your insured aircraft** when it is caused by:
 - a. an object that is part of an engine or its accessories;
 - b. heat resulting from the starting, operation or shutdown of an engine;
 - c. a **breakdown**, failure or malfunction of an engine component, accessory or part;
 - d. an object, not a part of an engine or its accessories, unless the **loss** was sudden and caused by a single recorded event that requires immediate repair to meet the requirements of the engine manufacturer.

LIMIT OF LIABILITY

Our Limit of Liability for **loss**:

1. To an aircraft shown in Item 4 of the Data Page is the "insured value" shown in Item 5 of the Data Page;
2. To a replacement or additional aircraft is the highest "insured value" for any **insured aircraft**. But, **our** liability is not more than its cost to **you**;
3. Is reduced by the amount of prior damage to **your**



insured aircraft. It increases by the value of repairs performed until the "insured value" is reached.

The limit for Additional Payments, Paragraph 4 of this Coverage B, may not be added to the limit of Additional Payments, Paragraph 6, of Coverage A. If both an **accident** and **loss** result in a pilot certificate enforcement action or civil penalty action, only one such limit applies.

NO BENEFIT TO OTHERS

This coverage is for the benefit of **insured persons** only.

TERMS OF PAYMENT OF LOSS

When **we** pay for **loss**, the following terms apply:

1. PAYMENT

- a. **We** will pay for repairs made, or for damaged or missing parts which are replaced with parts of like kind and quality. However:
 - (1) when the estimated costs to transport, and to repair or replace parts of **your insured aircraft** exceed 70% of the "insured value," **we** may, at **our** option, pay **our** Limit of Liability;
 - (2) if **you** choose not to have **your insured aircraft** repaired, or to replace damaged or missing parts, **we** may pay for the **loss** in money. However, **you** and **we** must agree on the amount of, and any terms for, this payment;
- b. If **your insured aircraft** is stolen or disappears **in flight** and is not found, **we** will pay **our** Limit of Liability after 60 days. If it is found prior to **our** payment, **we** may pay the transportation cost to return it to **you** with payment for repairs;
- c. **We** may reduce the amount **we** pay for **loss** by any amount **you** owe **us**.

2. APPRAISAL

You or **we** may demand appraisal of the **loss**. Each will choose and pay a competent and disinterested appraiser. Each will share other appraisal costs equally. The appraisers will pick a third person to settle differences. An amount agreed to in writing by two of the three will be the amount of the **loss**.

3. SALVAGE

When **we** pay for a **loss**, any salvage will be **ours**. **You** must give **us** clear title to the salvage when **we** pay for the **loss**.

4. DEDUCTIBLE

We will adjust each **loss** separately. **Our** payment for **loss** will be reduced by the deductible shown in Item 5 of the Data Page. For an additional or replacement aircraft the highest deductible for any **insured aircraft** applies. No deductible applies when **your insured aircraft** collides with another of **our** policyholder's aircraft. Also, no deductible applies when **loss** is due solely to fire, lightning, explosion or vandalism; or when **your insured aircraft** is a total loss.

5. LOSS PAYEE

Payment for **loss** will be made to **you** and the lienholder shown in Item 2 of the Data Page. **We** may include repairers or suppliers in the payment.

6. OTHER INSURANCE

When there is other insurance for a **loss** covered by this Insurance, **we** will pay that part of the **loss** that **our** Limit of Liability bears to the total limits of all insurance.

COVERAGE C—INSURANCE FOR MEDICAL EXPENSES

DESCRIPTION OF INSURANCE

We will pay for the Benefits shown below for **bodily injury** to an **occupant** of **your insured aircraft**. The **bodily injury** must occur during the Policy Period and be caused by an **accident**. It must arise out of the ownership, maintenance or use of **your insured aircraft** with **your** permission.

BENEFITS

1. MEDICAL EXPENSES

We will pay for necessary medical or funeral expenses. These expenses must be incurred within one year of the **accident**.

2. HOSPITALIZATION

We will pay \$100 for each day of in-patient hospital care received within one year of the **accident**, in addition to medical expenses.



ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE C

This coverage does not apply to:

1. An employee of an **insured person** when **workers' compensation** is available or required;
2. Anyone who expects or intends **bodily injury** to themselves.

INSURANCE FOR YOUR USE OF NON-OWNED AIRCRAFT

DESCRIPTION OF INSURANCE

The insurance for Coverage A and Coverage C which **you** have purchased also applies to:

1. **Your** use of a **non-owned aircraft** which is a substitute for **your insured aircraft** while it is not usable because of **breakdown**, servicing, repair or **loss**;
2. **Your** use of a **non-owned aircraft** if **you** are one individual or one individual and spouse, whether or not **your insured aircraft** is not usable because of **breakdown**, servicing, repair or **loss**.

All of the Exclusions and Limits of Liability which apply to Coverage A and Coverage C for **your insured aircraft** apply to this Insurance, except Exclusion 1.f. of Exclusions Applying to All Coverages ("owned in whole, or in part, by someone except **you**").

Exclusion 6.c. to Coverage A ("damage to property rented to, or in the charge of, an **insured person**") does not apply to **property damage** to the **non-owned aircraft**, subject to the further Limitations on Property Damage to Non-Owned Aircraft shown below.

LIMITATIONS ON PROPERTY DAMAGE TO NON-OWNED AIRCRAFT

1. Coverage A for **property damage** to a **non-owned aircraft** will be provided if **you** have purchased Coverage B for **your insured aircraft**. **You** must purchase **in flight** coverage for **your insured aircraft** to have **in flight** coverage for a **non-owned aircraft**.
2. All the exclusions which apply to **loss** to **your insured aircraft** also apply to **property damage** to a **non-owned aircraft**.
3. **Our** Limit of Liability under Coverage A for **property damage** to a **non-owned aircraft** shall not exceed the Limit of Liability for Coverage B shown in Item 5 of the Data Page as follows:

LIMIT OF LIABILITY

We will pay no more than the Limit of Liability shown in Item 5 of the Data Page for "each person" injured in one **accident** for medical expenses and hospitalization combined. The number of **our** policies, **insured persons**, aircraft, claims or claimants does not increase this amount.

- a. for "excluding **in flight**" coverage, the highest amount shown for any **insured aircraft** with "excluding **in flight**" coverage;
 - b. for "including **in flight**" coverage, the highest amount shown for any **insured aircraft** with "including **in flight**" coverage.
4. None of the Limits of Liability shown for Coverage A in Item 5 of the Data Page shall be increased by this change to Exclusion 6.c. to Coverage A.

ADDITIONAL EXCLUSIONS APPLYING TO INSURANCE FOR YOUR USE OF NON-OWNED AIRCRAFT

This insurance does not apply to:

1. The **non-owned aircraft** owner, or the owner's agent or employees;
2. The use of a **non-owned aircraft** which:
 - a. does not hold a "Standard" category airworthiness certificate;
 - b. is a rotorcraft, unless **your insured aircraft** is a rotorcraft;
 - c. is a turboprop aircraft, unless **your insured aircraft** is a turboprop aircraft;
 - d. is a turbojet aircraft, unless **your insured aircraft** is a turbojet aircraft;
 - e. has a seating capacity of more than 7 persons, or, if greater, the seating capacity of **your insured aircraft**;
 - f. is used without its owner's consent.

OTHER INSURANCE

This insurance is excess over any other applicable insurance.



GENERAL PROVISIONS

1. POLICY CHANGE TO BE MADE BY US

No change may be made to this Policy except by endorsement issued by **us**.

2. SUIT AGAINST US

We may not be sued unless there has been compliance with all terms of this Policy. Under Coverage A no one has a right to sue **us** until the duty of an **insured person** to pay is finally decided by a court. Bankruptcy or insolvency of an **insured person**, or an **insured person's** estate, does not relieve **us** of **our** obligations under this Policy.

3. OUR RECOVERY RIGHTS

If **we** pay under this Policy, **we** have all rights of recovery of an **insured person**. That **insured person** must do all that is needed to help **us** exercise these rights. An **insured person** may do nothing to take away these rights. However, **our** rights do not extend to Coverage C—Insurance for Medical Expenses.

4. IN THE EVENT OF AN ACCIDENT OR LOSS

An **insured person's** duties when an **accident** or **loss** occurs are shown in this Policy. An **insured person** must comply with them to the best of their ability. When **our** representative arrives at the scene of an **accident** or **loss**, **we** may, at **our** option, take whatever steps **we** feel necessary to protect **your insured aircraft**, and to begin investigation of the **accident** or **loss**. Any costs **we** incur in doing so will be borne by **us**.

5. TRANSFER OF POLICY

Interest in this Policy may not be transferred without **our** written consent. If **you** die, or are adjudged bankrupt or insolvent, the policyholder will be:

- anyone who has custody of **your insured aircraft** until a legal agent is named; and
- your** legal agent while carrying out their duties.

6. NONRENEWAL

If **we** decide not to renew this Policy, **we** will mail **you** a notice of nonrenewal. This notice will be sent to the

address shown in Item 1 of the Data Page. It will be sent at least 30 days before the Policy Period ends. Proof of mailing will be proof that **you** were notified.

If **we** offer to renew and **you** do not pay the renewal premium, **you** have declined **our** offer.

7. CANCELLATION

To cancel this Policy, **you** must tell **us** in writing at what future date the cancellation should be.

We may cancel by mailing **you** a cancellation notice. This notice will be sent to the address shown in Item 1 of the Data Page. It will be sent at least 30 days before the cancellation date. Only 10 days' notice will be given if **we** cancel for nonpayment of premium. Also, only 10 days' notice will be given if the Policy has been in effect less than 60 days and is not a Renewal Policy. Proof of mailing will be proof that **you** were notified.

Upon cancellation, **you** may be entitled to a premium refund. **We** will send that refund to **you**. **Our** making a refund is not a condition of cancellation.

If **we** cancel for a reason other than nonpayment of premium, the refund will be figured on a pro rata basis. If **you** cancel for any reason, or if **we** cancel because of **your** nonpayment of premium, the refund will be 90% of the pro rata amount.

Our receipt and deposit of **your** premium payment after mailing a notice of cancellation will not reinstate the Policy. However, cancellation for nonpayment of premium will not be effective if the required payment is received before the cancellation date.

8. POLICY CONFORMS TO YOUR STATE LAW

If the terms of this Policy conflict with **your** state law, they are amended to conform to that law.

9. PAYMENTS

All monetary amounts referred to in this Policy are in United States currency, unless **your insured aircraft** is shown on the Data Page as based in Canada, in which case these amounts are in Canadian currency.

The President and Secretary of AVEMCO Insurance Company have signed this Policy and it is countersigned on the Data Page by an authorized representative.

Michael J. Schell
President and CEO

Christopher L. Martin
Secretary



DUTIES AFTER AN ACCIDENT OR LOSS

NOTIFY US PROMPTLY

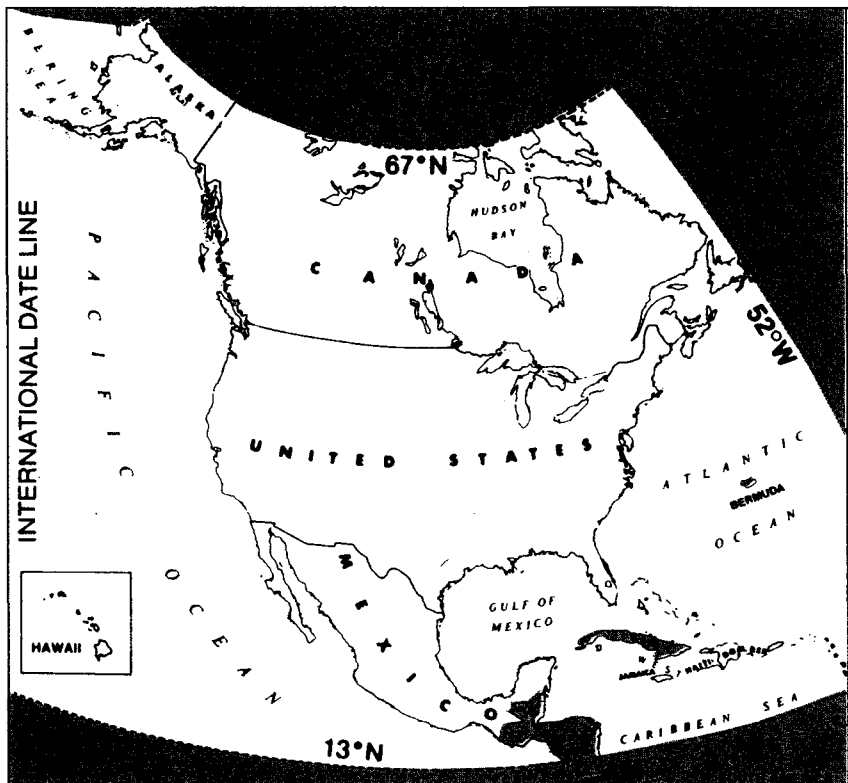
The notice should give the time, place and circumstances. It should include names and addresses of witnesses and injured persons.

OTHER DUTIES

1. An **insured person** shall:
 - a. cooperate with, and assist, **us** in matters concerning a claim or suit;
 - b. promptly send **us** all legal papers received;
 - c. authorize **us** to obtain medical and other records;
 - d. provide proofs of loss **we** require;
 - e. notify **us** in the event they are put on notice of a pilot enforcement action or civil penalty
2. When **you** have Aircraft Damage Coverage, **you** shall also:
 - a. take reasonable steps after a **loss** to protect **your insured aircraft**;
 - b. promptly report theft or vandalism to the police;
 - c. allow **us** to inspect **your insured aircraft** before repair or disposal.

action. **We** are not responsible for payment of any costs an **insured person** incurs defending such action unless **we** have been notified and authorized payment.

An **insured person** shall not assume any obligation or make any payment other than for first aid to others.



POLICY TERRITORY

Western Hemisphere between 13° and 67° North Latitude and between 52° West Longitude and the International Date Line. It does not include Bermuda, Central America or Cuba.