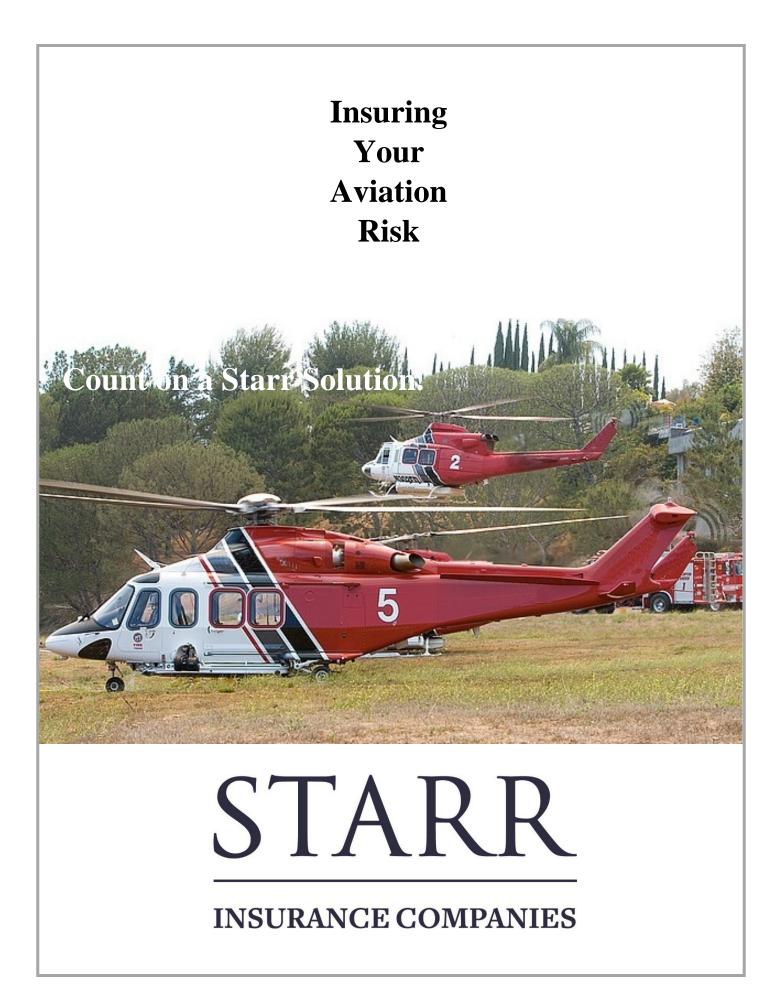


# **Aircraft Insurance Policy**

# **County of San Bernardino**





STARR INDEMNITY & LIABILITY COMPANY 399 PARK AVENUE NEW YORK, NY 10022

# STARR ELITE COMPREHENSIVE CORPORATE AIRCRAFT POLICY

### **ISSUED TO**

VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM (CAMP) - AS ENDORSED

#### POLICY NUMBER

1000233406-04

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# STARR ELITE COMPREHENSIVE CORPORATE AIRCRAFT POLICY

# DECLARATIONS

Policy Number 1000233406-04

Previous Policy Number 1

1000233406-03

This section along with the policy provisions and any endorsements attached hereto completes this Starr Elite Comprehensive Corporate Aircraft Policy (Policy), issued by the Company as indicated above (hereinafter called The Company) and produced by Starr Aviation Agency, Inc., Starr Underwriting Agents Limited and Starr Adjustment Services, Inc. (Aviation Managers) as the authorized representative of the Company.

# Item 1. Named Insured: VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM (CAMP) - AS ENDORSED

Item 2. Address: C/O ALLIANT INSURANCE SERVICES, INC 1301 DOVE STREET, SUITE 200 NEWPORT BEACH, CA 92660-2511

Item 3. Policy Period: From: JUNE 30, 2020 Until: JUNE 30, 2021

both at 12:01 AM standard time at the first address shown in Item 2. above.

Item 4. Pilots: AS ENDORSED

The pilot warranty in Item 4, if any, shall not apply to Liability Coverage for **Non-Owned Aircraft**, **Temporary Substitute Aircraft** and Charter Referral. Additionally, the pilot warranty in Item 4, if any, shall not apply while the insured **aircraft** is under the care, custody or control of a repair station for the purpose of maintenance, repair or test flights.

Item 5. Limits of the Company's Liability:

Coverage 1 - Liability for Scheduled Aircraft

The limit of the Company's liability provided by each Coverage will not exceed:

#### Section One - Liability Coverages

#### FAA Cert. Aircraft Year Seats Number Built Crew / Pass **Liability Limit** Make & Model \_\_\_\_ AS ENDORSED--------\$ ----\$ \$ \$ \$ \$ \$ \$

Coverage 2 - Liability for the Use of Non-Owned Aircraft

 \$ AS ENDORSED
 Each Occurrence

Maximum Number of Seats: 45

Reporting Grace Period: N/A consecutive days

This limit is part of, and not in addition to, the limit provided for Coverage 1.

Coverage 3 - Liability for Property Damage to Non-Owned Aircraft and Temporary Substitute Aircraft

\$ AS ENDORSED Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 2.

Coverage 4 - Liability for Charter Referral

\$ AS ENDORSED Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1.

#### Coverage 5 - Passenger Voluntary Settlements for Scheduled Aircraft and Non-Owned Aircraft

A. Settlement Limits:

Β.

1.	With respect to any Scheduled Aircraft or Temporary Substitute Aircraft:	
----	--	--

	Each Non-Crew Member Passenger:	\$ 1,000,000.	Each <b>Occurrence</b>				
	Each Crew Member:	\$ 1,000,000.	Each <b>Occurrence</b>				
2.	With respect to any Non-Owned Aircraft except a Temporary Substitute Aircraft:						
	Each Non-Crew Member Passenger:	\$ 1,000,000.	Each <b>Occurrence</b>				
	Each Crew Member:	\$ 1,000,000.	Each <b>Occurrence</b>				
	Total All <b>Non-Owned Aircraft Crew</b> <b>Members</b> and Non- <b>Crew Member</b> <b>Passengers</b> Combined:	\$ 10,000,000.	Each <b>Occurrence</b>				
Max	imum Weekly Indemnity Limit:	NOT APPLICABLE	Each <b>Passenger</b>				

C. Maximum Indemnity Period: N/A consecutive weeks These limits are part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 6 - Liability for Property Damage to Hangars and Their Contents

 \$ 2,000,000.
 Each Occurrence

 This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 7 - Liability for Fire Damage to Real Property

\$ <u>2,000,000</u>. Each **Occurrence** This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 8 - Liability for Cargo

\$ <u>1,000,000</u>. Each **Occurrence** 

Deductible: \$ NIL Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 9 - Liability Under Contractual Agreements

#### \$ AS ENDORSED Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 10 - Liability for Personal Injury and INcluding Advertising Injury

\$ <u>AS ENDORSED</u> Each Offense and in the Annual Aggregate This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 11 - Liability For Alcohol Beverage Service

\$ <u>AS ENDORSED</u> Each **Occurrence** This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 12 - Liability for Incidental Medical Malpractice

\$ <u>AS ENDORSED</u> Each **Occurrence** This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 13 - Liability for the Use of Premises

AS ENDORSED Each Occurrence This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 14 - Liability for the Operation of Mobile Equipment

\$ AS ENDORSED Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 15 - Liability for the Operation of an Auto while on Airport Premises

\$ AS ENDORSED Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 16 - Liability for the Sale of Aircraft and Aircraft Products and Services and in the Annual Aggregate

\$ AS ENDORSED Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 13.

#### Coverage 17 - Liability for Hangarkeeper Operations

 \$ 1,000,000.
 Each Aircraft
 \$ 1,000,000.
 Each Occurrence

 Deductible:
 § NIL
 Each Aircraft
 § NIL
 Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 18 - Liability for Garagekeeper

\$	<u>100,000.</u>	_Any One Auto \$		250,000.	_Any One Loss	
		Fach Auto				
De	eductible: \$ NIL	Each <b>Auto</b>				

This limit is part of, and not in addition to, the limit provided for Coverage 13.

### Section Three - Physical Damage Coverages

				Ded	uctible	
FAA Cert.					In Motion/	
Number	Make & Mod			Not In Motion	•	
AS	ENDORSED		;	•	\$	
		ę		\$ \$	\$ \$	
		÷		۶ \$	\$ \$	
		ę		\$	\$	
		ę		\$	\$	
		Ś		\$	\$	
		Ś		\$	\$	
	sical Damage Coverage fo	Each <b>Occurrence</b>	na Spare Parts ir	iciuaing Transit		
Deductible:						
Not In Motion	\$ <u>NIL</u>	Each <b>Occurrenc</b>	e			
In Motion	\$ <u>NIL</u>	Each <b>Occurrenc</b>	e			
Coverage 21 - Auto	omatic Insurance for Incre	ased Value of <b>Sch</b> e	eduled Aircraft or	<b>Spare Engines</b> an	d Spare Parts	
Maximum Auto	matic <b>Physical Damage</b> Li	imit for <b>Scheduled</b>	Aircraft:			
\$ <u>12,000,000</u> .		any one <b>aircraft</b> v	vithout prior app	roval		
Maximum Auto	Maximum Automatic Physical Damage Limit for Spare Engines and Spare Parts:					
\$ 4,000,000. without prior approval of the Aviation Managers						
Coverage 22 - Physical Damage Coverage for Mechanics Tools						
\$ <u>250,000.</u>	Ea	ach Employee	\$ <u>250,000.</u>	Eac	h <b>Occurrence</b>	
Deductible: \$ <u>N</u>	IILEa	ach Employee/ Eac	h <b>Occurrence</b>			

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 23 - Temporary Replacement Parts Rental Expense

\$ 500,000.	_Each Loss					
Minimum Repair Period:	NIL	days				
Maximum coverage period:	90	consecutive days				
Coverage 24 - Replacement Aircraft Ren	tal Expense					
\$ <u>1,000,000.</u>	_Each Loss					
Minimum Repair Period:	NIL	days				
Maximum coverage period:	<u>120.</u>	consecutive days				
Coverage 25 - Search and Rescue Expen	ses					
\$ <u>2,000,000</u> .	_Each Loss					
Coverage 26 - Runway Foaming and Cra	sh Control Expenses					
\$ 2,000,000.	_Each Loss					
Coverage 27 - Trip Interruption Expense	Coverage					
\$ 500,000.	_Each <b>Passenger</b> /Each Loss					
Coverage 28 - Automatic Insurance for Newly Acquired Aircraft						
Maximum <b>Physical Damage</b> Limit \$ <u>1</u>	5,000,000.	any one <b>aircraft</b> without prior approval of The Company				
Coverage 29 - Lay-Up Credit for Scheduled Aircraft						
A pro-rated return of <u>75</u> % of the applicable premium at policy expiration if the <b>scheduled aircraft</b> is laid up for <u>15</u> or more consecutive days.						

Coverage 30 - Personal Effects and Baggage Expense

\$ 50,000. Each Passenger

Coverage 31 - Medical Payments for Scheduled Aircraft and Non-Owned Aircraft

A. With respect to any Scheduled Aircraft or Temporary Substitute Aircraft:

		Each Non-Crew Member Passe	nger:	\$ 50,000.	Each	Occurrence
		Each Crew Member:		\$ 50,000.	Each	Occurrence
<ul> <li>B. With respect to any Non-Owned Aircra</li> <li>Each Non-Crew Member Passenger:</li> <li>Each Crew Member:</li> </ul>		With respect to any Non-Owned Aircraft except a Temporary Substitute A		a Temporary Substitute Air	craft:	
		nger:	\$ <u>50,000.</u>		Occurrence	
		Each Crew Member:		\$ 50,000.	Each	Occurrence
Coverage 32 – <b>Premises</b> Medical Payments						
\$	50	,000.	Each Person	\$ NOT APPLICABLE		_Each <b>Occurrence</b>

Item 6. Policy Premium: \$ 2,321,165.

Item 7. Endorsements Attached as of STARR ELITE CA PROVISIONS (12/06) Inception: STARR FORMS 10686, 10687, 10402, 10344, 10510, 10351, 10031, 10317, 10330, 10466, 10457, 10331, AVN48B, AVN52ECA, 10322, 10318, AVN46B, AVN38B, 10055, 10020, 10138, 10007, 20006, AVN2000A, 30002

Producer ALLIANT INSURANCE SERVICES, INC. 1420 5TH AVENUE, SUITE 1500

Approved By:

(Authorized Representative)

Date of Issue

JULY 18, 2020 (VD)

In consideration of the payment of the premium and in reliance upon the truth of the statements, representations and the declarations made by the **Named Insured** and subject to all of the terms of the Policy including the applicable Limits of the Company's Liability under Item 5, the Company agrees with the **Named Insured** with respect to the coverages stated in the Declarations as follows:

### **INSURING AGREEMENTS**

#### Section One - Liability Coverages

#### Coverage 1 - Liability for Scheduled Aircraft

The Company will promptly pay on behalf of the **insured** all sums which the **insured** shall be legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** during the policy period arising out of the ownership, maintenance or use of a **scheduled aircraft**.

#### Coverage 2 - Liability for the Use of Non-Owned Aircraft

The Company will promptly pay on behalf of the "insured", as defined below, all sums which the "insured" becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** during the policy period arising out of the use of **non-owned aircraft** by or on behalf of the "insured".

- A. For Coverage 2, the definition of "insured":
  - 1. with respect to any **temporary substitute aircraft**, means the same as **insured**;
  - 2. with respect to all other **non-owned aircraft**, means:
    - a. the Named Insured and,
    - b. any officer, director, stockholder, employee, partner, or agent of the **Named Insured** while that person is acting in their capacity as such.

Regardless of Paragraphs 1. and 2. above, no person or organization will be an **insured** while using any **aircraft** that is owned in whole or in part by; or that is under any lease purchase option agreement by; or that is registered to that organization, person or, any household member of that person.

- B. The insurance provided by Coverage 2 shall not apply to any claim or loss arising out of an **insured**'s product liability hazard including any products designed, manufactured, sold, distributed, serviced or handled by or on behalf of an **insured**.
- C. The Named Insured shall promptly advise the Company of an exclusive lease of, or the use of, any non-owned aircraft that exceeds the reporting grace period shown in the Declarations. The Aviation Managers may request additional information and charge an additional premium for this use. Inadvertent failure to report this use will not void this coverage provided that the Named Insured advises the Aviation Managers as soon as possible after the omission is discovered.
- D. The insurance provided by Coverage 2 is **excess insurance**.

#### Coverage 3 - Liability for Property Damage to Non-Owned Aircraft and Temporary Substitute Aircraft

The Company will promptly pay on behalf of the **insured** all sums which the "insured", as defined below, becomes legally obligated to pay as damages arising out of **property damage** caused by an **occurrence** during the policy period to **non-owned aircraft** or **temporary substitute aircraft**. This coverage section shall not apply while the **aircraft** is **in-flight** unless the **aircraft** is operated by a person employed as a professional pilot acting in the capacity as such.

- A. For Coverage 3, the definition of "insured":
  - 1. with respect to any temporary substitute aircraft, means the same as insured;
  - 2. with respect to all other **non-owned aircraft**, means:
    - a. the Named Insured and,
    - b. any officer, director, stockholder, employee, partner, or agent of the **Named Insured** while that person is acting in their capacity as such.

Regardless of Paragraphs 1. and 2. above, no person or organization will be an **insured** while using any **aircraft** that is:

- i. owned in whole or in part by;
- ii. that is under any lease purchase option agreement by;
- iii. that is registered to

that organization, person or, any household member of that person.

- B. The insurance provided by Coverage 3 shall not apply to any claim or loss arising out of an **insured**'s product liability hazard including any products designed, manufactured, sold, distributed, serviced or handled by or on behalf of an **insured**. This includes Liability for Hangarkeeper Operation provided under Coverage 17.
- C. The **Named Insured** shall promptly advise the **Aviation Managers** of an exclusive lease of, or the use of, any **non-owned aircraft** that exceeds the reporting grace period shown in the Declarations. The **Aviation Managers** may request additional information and charge an additional premium for this use. Inadvertent failure to report this use will not void this coverage provided that the **Named Insured** advises the **Aviation Managers** as soon as possible after the omission is discovered.
- D. The insurance provided by Coverage 3 is **excess insurance**.

Coverage 4 - Liability Coverage for Charter Referral

The Company will promptly pay on behalf of the **Named Insured** all sums the **Named Insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** and arising out of the **Named Insured**'s arrangement for use of a **non-owned aircraft** by and on behalf of another person or organization.

#### Coverage 5 – Passenger Voluntary Settlements for Scheduled Aircraft and Non-Owned Aircraft

Regardless of legal liability and without admitting to the liability of any party, the Company will offer to pay on behalf of the **insured** the sum requested by the **Named Insured** to, or for, the benefit of each covered **passenger** who sustains **bodily injury** caused by an **occurrence** during the policy period arising out of the ownership, maintenance or use of a **scheduled aircraft** or the use of **non-owned aircraft** by, or on behalf of, the **insured**.

If the **bodily injury**, directly and independently of all other causes, results in the death or dismemberment of the passenger, the Company will offer to pay up to the "settlement limit" as stated in the Declarations under Coverage 5.A.

Conditions of Passenger Voluntary Settlements for Scheduled Aircraft and Non-Owned Aircraft

- A. It is a condition of payment to or on behalf of any individual(s) that the individual(s) or the individual(s) legal representative will:
  - 1. if requested, authorize the Company to obtain medical reports and copies of records. The injured person will submit to examination by the physicians selected by the Company when the Company may reasonably require;
  - 2. if payment is to be made under paragraphs A, B, or C above, be required to execute a full release, approved by the Company, for all **bodily injury** claims by or on their behalf against any **insured** and the Company for which there is insurance under the Policy.
- B. If within 120 days the payment offer is not accepted or is rejected or if at any time a claim is made or civil action is filed by or on behalf of a **passenger** to whom this coverage applies for **bodily injury** against any **insured**, Coverage 5 will not apply to or for the benefit of that **passenger**.
- C. Coverage 5 will not apply to or for the benefit of any **crew member** on any **non-owned aircraft** unless the Declarations indicates a specified **non-owned aircraft** "settlement limit" for **crew member** and:
  - 1. the **crew member** is a professional pilot who is regularly employed by the **insured** and acting in the capacity as such, or
  - 2. the **crew member** would normally be operating a **scheduled aircraft**, but is operating a **non-owned aircraft** on behalf of the **insured**.

Definitions applicable to Coverage 5:

"Settlement Limit" means the maximum applicable limit the Company will pay to or for each **passenger** as shown in the Declarations under Coverage 5.A.

Coverage 6 - Liability for Property Damage to Hangars and Their Contents

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay for **property damage** to hangars and their contents not owned by an **insured** caused by an **occurrence** resulting from the **insured's aviation operations** during the policy period.

The insurance provided by Coverage 6 is **excess insurance** and will not apply to any loss or damage to property covered elsewhere in the Policy.

#### Coverage 7 - Liability for Fire Damage to Property

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **property damage** caused by an **occurrence** resulting from the **insured's aviation operations** during the policy period arising out of **property damage** to structures or portions thereof rented to or leased to the **Named Insured**, including fixtures permanently attached thereto, if such **property damage** arises out of fire. Coverage 7 shall not apply to liability assumed by the **insured** under any contract or agreement.

The insurance provided by Coverage 7 shall be **excess insurance** over any valid and collectible property insurance (including any deductible portion thereof), available to the **insured**, such as, but not limited to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage.

#### Coverage 8 - Liability for Cargo

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay (less any applicable deductible) for the loss of, or **physical damage** to, the property of others caused by an **occurrence** during the policy period while the property is in the **insured**'s care, custody or control and it is on a covered **aircraft** or while it is in the custody of the **insured** on their **premises** prior to loading on or, after unloading from, a covered **aircraft**.

The insurance provided by Coverage 8 is **excess insurance**.

Coverage 8 will not apply to any loss, damage or claim caused by:

- A. any loss of market or any loss arising from delay whether or not the delay is caused by an **occurrence** covered by the Policy;
- B. any type of consequential loss;
- C. infidelity of the **insured**, its employees or agents;
- D. and confined to wear, tear, deterioration, extremes of temperature or pressure or due to the perishable or hazardous nature of the property;
- E. any loss in excess of the actual cost of reproducing or replacing destroyed or damaged manuscripts, notes, checks, securities, accounts, bills, deeds, or any other valuable papers; or
- F. the loss of or damage to the personal effects or baggage of any passenger.

#### Coverage 9 - Liability for Contractual Agreements

- A. The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** during the policy period arising out of liability assumed by the **Named Insured** or their legal representative in a contract or agreement relating to the ownership, maintenance or use of **scheduled aircraft** or the use of **non-owned aircraft** by the **insured**.
- B. The Company's Rights of Recovery section shown in Section Ten Other Conditions of Insurance, Paragraph F., of the Policy will not apply to the extent that it is addressed in any contract or agreement that the Named Insured or its legal representative has entered into relating to physical damage of property insured by the Policy.

- C. The **Named Insured** agrees to submit a copy of all such contracts or agreements to the **Aviation Managers** as soon as possible. Inadvertent failure to do so will not void the insurance provided by Coverage 9 as long as the contract or agreement is submitted as soon as possible once the omission is discovered.
- D. The Company reserves the right to charge an additional premium for any such contract or agreement.
- E. The **Aviation Managers** shall not require copies of temporary **aircraft** storage or minor servicing agreements, military or governmental agreements for the use of an airport, lease of premises agreements or agreements approved by the Company prior to the effective date of the Policy.
- F. The insurance provided by Coverage 9 shall not apply to any liability assumed:
  - under any oral contract or agreement, unless the agreement is a contract which is required by a military or governmental body for the **insured**'s use of an airport or an agreement with another party relating to the temporary storage or minor servicing of a **scheduled aircraft** while it is away from its home base;
  - 2. under any written contract or agreement:
    - a. that is with or for the benefit of any **passenger**, **crew member** or their heirs. However, subparagraph F. 1. above shall not apply:
      - i. if the contract or agreement is required by a military or governmental body for the **insured**'s use of an airport; or
      - ii. for the Company's right of recovery as stated under Coverage 9, paragraph B;
    - b. to the extent that it applies to major alterations or major repairs as defined in the Federal Aviation Regulations;
    - c. that is with or for the benefit of any manufacturer of an **aircraft** or any **aircraft** parts or equipment, or their employees or agents, to the extent that it relates to their products liability hazard;
    - d. that relates to the sale of an **aircraft**;
    - e. that is entered into after a loss to the extent that it relates to that loss.

#### Coverage 10 - Liability for Personal Injury or Advertising Injury, if included, on the Declarations page

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **personal injury** or **advertising injury**, if included, to which this insurance applies resulting from the **insured**'s **aviation operations**. The Company will have the right and duty to defend any suit seeking those damages. The Company may at its discretion investigate any offense and settle any claim or suit that may result. However:

- A. The amount the Company will pay for damages is limited as described in Section One Coverage 10; and
- B. The Company's right and duty to defend end when it has exhausted the applicable limit of insurance in the payment of judgment(s) or settlement(s) under Coverage 10.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section Two - Defense, Settlement and Supplementary Payments.

The insurance provided by Coverage 10 applies to:

- A. **Personal injury** caused by an offense arising out of the **insured**'s **aviation operations**, excluding advertising, publishing, broadcasting or telecasting done by or for the **insured**;
- B. Advertising injury, if included, caused by an offense committed in the course of advertising the insured's aviation operations, aviation goods, aviation products or aviation services, but only if the offense was committed in the coverage territory during the policy period.

The insurance provided by Coverage 10 shall not apply to:

A. Breach Of Contract

Advertising injury or personal injury arising out of breach of contract.

B. Continuing Offenses

Advertising injury or personal injury that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- 1. this insurance; or,
- 2. a subsequent, continuous renewal or replacement of this insurance, that:
  - a. is issued by the **insured**;
  - b. remains in force while the offense continues; and

would otherwise apply to **advertising injury** and **personal injury**.

C. Contracts

Advertising injury or personal injury for which the insured is obligated to pay damages by reason of assumption of liability in contract or agreement.

This exclusion does not apply to the liability for damages that such **insured** would have in the absence of such contract or agreement.

D. Crime or Fraud

Advertising injury or personal injury arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

E. Expected or Intended Injury

Advertising injury or personal injury arising out of an offense, committed by or on behalf of the insured, that:

- 1. is intended by such **insured**; or
- 2. would be expected from the standpoint of a reasonable person in the circumstances of such **insured**; to cause injury.
- F. Failure To Conform To Representations Or Warranties

Advertising injury or personal injury arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

G. Internet Activities

Advertising injury or personal injury arising out of:

- 1. controlling, creating, designing or developing of another's Internet site;
- 2. controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- 3. controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- 4. publication of content or material on or from the Internet, other than material developed by the **insured** or at the direction of the **insured**.
- H. Media Type Business

Advertising injury or personal injury arising out of an offense committed by or on behalf of an insured whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

I. Prior Offenses

Advertising injury or personal injury arising out of any offense first committed before the beginning of the policy period.

J. Publications With Knowledge Of Falsity

Advertising injury or personal injury arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- 1. with knowledge of its falsity; or
- 2. if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.
- K. Employment-Related Practices
  - any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time by,
    - a. arrest, detention or imprisonment;
    - b. breach of any express or implied covenant
    - c. coercion, criticism, humiliation, prosecution or retaliation;
    - d. defamation or disparagement
    - e.demotion, discipline, evaluation or reassignment;
    - f. discrimination, harassment or segregation;
    - g. i. eviction; or
      - ii. invasion or other violation of any right of occupancy;
    - h. failure or refusal to advance, compensate, employ or promote;
    - i. invasion or other violation of any right of privacy or publicity;

- j. termination of employment; or
- k. other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.

This exclusion applies:

- 1. whether the **insured** may be liable as an employer or in any other capacity; and
- 2. to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.
- L. Wrong Description Of Prices

Advertising injury or personal injury arising out of the wrong description of the price of goods, products or services.

M. Intellectual Property Laws And Rights

Any actual or alleged **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- 1. assertion; or
- 2. infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- 1. is caused by an offense described in the definition of **advertising injury**; and
- 2. does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Coverage 11 - Liability for Alcohol Beverage Service

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** resulting from the **insured**'s **aviation operations** during the policy period arising out of the serving or giving of any alcoholic beverage at or from the **insured**'s **premises** or any **aircraft** covered by the Policy.

The insurance provided by Coverage 11 is **excess insurance**.

Coverage 12 - Liability for Incidental Medical Malpractice

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** caused by an **occurrence** resulting from the **insured**'s **aviation operations** during the policy period arising out of "Incidental Medical Malpractice".

"Incidental Medical Malpractice" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

A. medical, automatic external defibrillator, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

- B. the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- C. The insurance provided by Coverage 12 shall not apply to:
  - 1. expenses incurred by the **insured** for first-aid to others at the time of an accident;
  - 2. any **insured** engaged in the business or occupation of providing any of the services described under "Incidental Medical Malpractice" above;
  - 3. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under "Incidental Medical Malpractice" above; or
  - 4. the failure to render automatic external defibrillator treatment, if the **aircraft** or **premises** are not equipped with automatic external defibrillator units

#### Coverage 13 - Liability for Use of Premises

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** resulting from the **insured**'s **aviation operations** during the policy period arising out of the ownership, maintenance or use of **premises**.

The insurance provided by Coverage 13 is **excess insurance**.

#### Coverage 14 - Liability for Use of Mobile Equipment

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** resulting from the **insured**'s **aviation operations** during the policy period arising out of the ownership, maintenance or use of **mobile equipment**.

The insurance provided by Coverage 14 is **excess insurance**.

Coverage 15 - Liability for the Operation of an Auto while on Airport Premises

The insurance provided by Coverage 15 is **excess insurance**.

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** resulting from the **insured**'s **aviation operations** during the policy period arising out of the ownership, lease, rental, arrangement or use of **autos** while on airport **premises** exclusive of any public roadways and parking areas.

#### Coverage 16 - Liability for the Sale of Aircraft and Aircraft Products and Services

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** resulting from the **insured**'s **aviation operations** during the policy period arising out of the:

- A. sale or relinquishment from exclusive written lease, by the **named insured**, of a **scheduled aircraft** or any aircraft sold or relinquished prior to the policy period;
- B. furnishing to others, by the **insured**, any materials, parts, equipment, fuel, maintenance, aircraft services, used for or in connection with aircraft, **premises** or **mobile equipment**;

C. furnishing to others, by the **insured**, of food or beverages in connection with the operation of **aircraft** or **premises**.

The insurance provided by Coverage 16 is **excess insurance** and will only apply if the **bodily injury** or **property damage** occurs away from the **insured**'s **premises**, after physical possession of the aircraft, materials, parts, equipment, fuel, food or beverages have been relinquished to others and any services have been completed.

Coverage 17 - Liability for Hangarkeeper Operations

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of "loss" to **aircraft** (subject to the deductible shown in the Declarations if applicable unless such "loss" results from fire or explosion or while the **aircraft** is dismantled and being transported) occurring while such **aircraft** is in the care, custody or control of the **insured** for safekeeping, storage, service or repair. However:

- A. The amount the Company will pay for damages is limited as described under Declarations, "Item 5. Limits of the Company's Liability", Coverage 17;
- B. If repairs are made by the **insured**, the Company will not pay more than:
  - 1. the **insured**'s actual net cost for necessary material and parts of like kind and quality; and
  - the **insured**'s actual wages for labor at current straight time rates with no premium for overtime, plus 150% of such wages as an allowance for overhead and supervision. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section Two Defense, Settlement and Supplementary Payments of Liability Claims.
- C. Coverage 17 applies to damages because of "loss" to **aircraft** only if the "loss" occurs during the policy period.
- D. The insurance provided by Coverage 17 shall not apply to:
  - 1. the insured's liability under any agreement to be responsible for "loss";
  - 2. "loss" to robes, wearing apparel, personal effects or merchandise;
  - 3. to "loss" or damage to aircraft or parts of any aircraft:
    - a. Owned by, leased to, rented to or loaned to the insured or partner(s) of the insured;
    - b. Owned by, leased to, rented to or loaned to an officer or employee of the **insured** unless the property is an **aircraft** in the **insured**'s custody under an agreement for which a change has been made;
  - 4. "loss" due to theft or conversion caused in any way by the **insured**'s employees, partners or shareholders;
  - 5. "loss" to insured's work, arising out of it or any part of it;
  - 6. "loss" to aircraft while in-flight; or
  - liability for property damage to non-owned aircraft and temporary substitute aircraft under Coverage
     3.

"Loss" means direct and accidental loss of or damage to tangible property.

#### Coverage 18 - Liability for Garagekeeper Operations

The Company will promptly pay on behalf of the **insured** all sums which the **insured** becomes legally obligated to pay as damages because of **property damage** to an **auto** occurring while such **auto** is in the care, custody or control of the **insured** for valet parking, towing, safekeeping, storage or while on airport **premises** for any other incidental use by the **insured**.

The insurance provided by Coverage 18 shall not apply to:

- A. the **insured**'s liability under any agreement to be responsible for "loss";
- B. "loss" to robes, wearing apparel, personal effects or merchandise;
- C. "loss" or damage to an **auto** or parts of any **auto**:
  - 1. owned by, leased to, rented to or loaned to the insured or partner(s) of the insured;
  - 2. owned by, leased to, rented to or loaned to an officer or employee of the **insured** unless the **auto** is in the **insured**'s custody due to towing, or for valet parking for which a charge has been made.
- D. "loss" due to theft or conversion caused in any way by the **insured**, its employees, its partners or shareholders.

Definition applicable to Coverage 18:

"Loss" means direct and accidental loss of or damage to tangible property.

#### Section Two – Defense, Settlement and Supplementary Payments

- A. The Company has the right and duty to defend any suit against the **insured** seeking damages because of **bodily injury**, **personal injury**, **advertising injury**, or **property damage** covered by the Policy, even if any of the allegations of the suit are groundless, false or fraudulent. The Company may make any investigation and settlement of any claim or suit as it deems expedient. The Company will not be obligated to pay any expense, claim or judgment or to defend any suit after the applicable limit of liability has been exhausted by the payment of judgment(s) or settlement(s).
- B. The Company will promptly pay in addition to the applicable limit of liability:
  - 1. all the Company's expenses and all costs taxed against the **insured** in any suit the Company is required to defend including:
    - a. any pre-judgment interest awarded against the **insured** on that part of the judgment the Company is required to pay under the terms of the Policy;
    - b. all interest on the amount of any judgment that the Company is required to pay under the terms of the Policy which accrues after the entry of the judgment and before the Company has paid, tendered or deposited in to court that portion of the judgement owed by the Company; and
    - c. any costs for arbitration alleging damages covered by the Policy which the **insured** must or may submit to;

- 2. premium on appeal bonds required or, premiums on bonds to release attachments in any suit defended by the Company for any amount not exceeding the applicable limit of liability;
- 3. the cost of bail bonds, up to \$10,000 for each incident, required of the **insured** because of an **occurrence** or violation of law or a regulation for civil aviation arising out of the **insured**'s **aviation operations** and involves the use of **aircraft** or **premises**. However, the Company has no obligation to furnish or apply for any bail bonds;
- 4. all reasonable expenses incurred by the **insured** for first aid, medical and surgical relief that is imperative at the time of an accident because of **bodily injury** covered by the Policy;
- all reasonable expenses incurred by the **insured** at the Company's request; however, the Company will not pay more than \$500.00 per day for each of the **insured**'s employees for the loss of earnings, wages or salaries; and
- 6. all expenses incurred by the **insured** that have been approved in advance by the **Aviation Managers**.

#### Section Three – Physical Damage Coverages

Coverage 19 - **Physical Damage** Coverage for **Scheduled Aircraft** (including **Ingestion** and Emergency Landing)

The Company will promptly pay for any **physical damage** to a **scheduled aircraft** that occurs during the policy period including its disappearance or theft, less any applicable deductible. A **scheduled aircraft** shall be considered missing under disappearance or stolen under theft if such **aircraft** is unable to be located for fifteen (15) days after reported missing or stolen. In addition, if an unexpected event causes a **scheduled aircraft** to make a landing in a location where it cannot safely depart and there is no **physical damage**, the Company will pay the reasonable costs of transporting the **scheduled aircraft** to the nearest suitable airport.

Coverage 20 - Physical Damage Coverage for Spare Engines and Spare Parts Including Transit

The Company will promptly pay for **physical damage** to or theft of **spare engines** and **spare parts** that are owned by the **Named Insured** or for which the **Named Insured** is legally responsible.

The insurance provided by Coverage 20 is **excess insurance**.

# Coverage 21 - Automatic Insurance for Increased Value of Scheduled Aircraft or Spare Engines and Spare Parts

If the value of a **scheduled aircraft** is increased during the policy period because of modifications or the addition of equipment or, the **named insured** modifies or acquires additional **spare engines** or **spare parts**, the applicable insurance provided by the Policy under Section Three - **Physical Damage** Coverage will apply to the increased value. The amount of insurance in the Declarations will automatically increase by the actual cost to the **named insured** of the modifications, equipment or additional **spare engines** or **spare parts** as evidenced by the **named insured**'s records provided:

- A. the **named insured** reports to the **Aviation Managers** any increase in value as soon as possible after completion of modifications or additions;
- B. that unless the **Aviation Managers** has agreed in advance, the maximum automatic increase of value will not exceed:

- the Maximum Automatic limit for Physical Damage to a scheduled aircraft shown in the Declarations, "Item 5. Limits of the Company's Liability" as shown under Coverage 21 in the Declarations; or
- the Maximum Automatic Limit for spare engines and spare parts shown in the Declarations, "Item 5. Limits of the Company's Liability", as shown under Coverage 21 in the Declarations; and
- C. any additional premiums for the increased limits are paid by the named insured.

#### Coverage 22 - Physical Damage Coverage for Mechanics Tools

This insurance is extended to cover tools of the **insured**'s employee mechanics against direct and accidental physical loss or damage from external causes while such tools are in the care, custody and control of the **named insured** or such employee while acting within the scope of employment. The Company's liability shall not exceed the limits stated in the Declarations under Coverage 22.

The insurance provided by Coverage 22 shall not apply to claims caused by or arising from:

- A. wear, tear, deterioration, rust, or inherent vice;
- B. delay, depreciation, or loss of use;
- C. mechanical, electrical, hydraulic, pneumatic or structural breakdown or failure;
- D. artificial electric current;
- E. extremes of temperature and humidity;
- F. mysterious disappearance, loss or shortage disclosed upon taking inventory;
- G. infidelity, dishonesty of the insured or anyone in the service of the insured;
- H. wrongful taking or secretion by any person or organization in lawful possession thereof; or
- I. failure to save and protect such property from further loss or harm after an **occurrence** to which this endorsement applies.

#### Section Four – Additional Coverages

#### Coverage 23 – Temporary Replacement Parts Rental Expense

If a **scheduled aircraft** suffers a **physical damage** loss covered by the Policy, the Company will promptly pay the **named insured**'s additional expenses of renting or leasing, for the period of repair, temporary replacement component part(s), to replace the part(s) damaged in the loss. This includes the **named insured**'s cost of installation, removal and transportation. Coverage 23 will not apply unless the actual time required for the repair exceeds the minimum required repair period shown for Coverage 23 in the Declarations. Coverage 23 shall not apply to rental expense incurred after the maximum coverage period has expired. The maximum coverage period begins immediately following the minimum required repair period.

Coverage 24 - Replacement Aircraft Rental Expense

If a **scheduled aircraft** suffers a **physical damage** loss covered under the Policy, the Company will promptly pay the **named insured**'s **extra expense** of leasing or renting a **temporary substitute aircraft** while the **scheduled aircraft** is being repaired. The insurance provided by Coverage 24 shall not apply to **extra expense** incurred:

- A. unless the actual time required to repair the damaged **aircraft** exceeds the minimum required repair period shown under this coverage in the Declarations;
- B. if another **aircraft** is available at no extra charge for its use;
- C. if the **named insured** acquires through ownership, lease, lease-purchase option, or otherwise, a permanent replacement for the damaged **aircraft**;
- D. if the **scheduled aircraft** is a **total loss** and the Company has offered the **named insured** a proof of loss;
- E. beyond the maximum coverage period shown under Coverage 24 as shown in the Declarations. The maximum coverage period begins immediately following the minimum required repair period and is to run consecutively without interruption;
- F. unless such extra expense is actually incurred by the named insured; or
- G. for replacement of any commercial revenue generating charter or Title 14 CFR Part 135 operation, unless such flight is solely for the **aircraft** owner's personal use.

#### Coverage 25 - Search and Rescue Expense

The Company will promptly reimburse the **insured** for its actual incurred expenses for search and rescue operations performed by or at the request of the **named insured**.

The insurance provided by Coverage 25 shall not apply to any claim, cost or expense:

- A. for any governmental or military search and rescue operations;
- B. arising out of any loss or damage to any equipment used in connection with the search and rescue operations;
- C. arising out of the injury or death of any persons involved in the search and rescue operations;
- D. incurred after it is reasonably assumed that there are no survivors; or
- E. associated with salvaging the **aircraft** or any other property.

#### Coverage 26 – Runway Foaming and Crash Control Expense

The Company will promptly reimburse the **insured** for their actual incurred cost of runway or **aircraft** foaming and, fire, crash control, or rescue expenses, for the purpose of minimizing a **physical damage** or **bodily injury** loss covered by the Policy.

Coverage 27 - Trip Interruption Expense

The Company will promptly reimburse the **insured** for their reasonable expenses of food, travel by commercial carrier and lodging of **passengers**, incurred from the place where an **aircraft** suffers a covered **physical damage** loss to the intended final destination of the damaged **aircraft**, or back to the place they originally boarded the **aircraft** if the trip is discontinued.

The insurance provided by Coverage 27 shall not apply to any cost or expense for replacement **aircraft** rental for which payment is expected or made under Coverage 24.

#### Coverage 28 - Automatic Insurance for Newly Acquired Aircraft

If, during the policy period, the **named insured** becomes the owner or exclusive lessee of an additional **aircraft** and is required to provide **aircraft** liability and/or **aircraft physical damage** insurance and, as soon as possible, reports the acquisition to the **Aviation Managers**, the insurance afforded by the Policy will apply to the additional **aircraft** incepting at the time of acquisition. Unless the **named insured** and the **Aviation Managers** agree otherwise, the coverage and limits of liability pertaining to the additional **aircraft** will be the same as is provided for other **scheduled aircraft**. If more than one **aircraft** is scheduled in Coverage 1 and more than one liability limit is scheduled, the lowest liability limit in the schedule will apply to the newly acquired **aircraft**. The insured value of the additional **aircraft** will be the actual cost of the **aircraft** to the **named insured** but not exceeding the Maximum **Physical Damage** Limit shown under Coverage 28 in the Declarations. The **named insured** agrees to pay any additional premium required because of the addition of the newly acquired **aircraft**.

#### Coverage 29 - Lay-Up Credit For Scheduled Aircraft

If a **scheduled aircraft** is not used **in-flight** for more than the minimum lay-up period shown in the Declarations the **named insured** agrees to notify the **Aviation Managers** as soon as practicable. At the end of the policy period, the Company will return a pro-rata percentage credit of the applicable premium for the entire period of the lay-up as shown under Coverage 29 in the Declarations.

The insurance provided by Coverage 29 shall not apply to any **scheduled aircraft** laid up because of any loss or damage covered by the Policy.

#### Coverage 30 - Personal Effects and Baggage Expense

The Company will promptly pay on behalf of or reimburse the **named insured** for all sums which the **named insured** is liable for or pays to others for the loss of or **physical damage** to the personal effects and baggage of a **passenger**. Coverage 30 will only apply if the loss or damage occurred during the policy period and while the personal effects and baggage were in the care, custody or control of an **insured**.

#### Section Five - Medical Expense

#### Coverage 31 - Medical Payments for Scheduled Aircraft and Non-Owned Aircraft

Regardless of liability, the Company will promptly pay all the reasonable **medical expenses** incurred within one year from the date of injury for each covered **passenger** who sustains **bodily injury** caused by an **occurrence** during the policy period.

The insurance provided by Coverage 31 shall not apply for the benefit of a **crew member** on **non-owned aircraft** unless the Declarations shows a specific limit for **crew member** under the **non-owned aircraft** section of Coverage 31 and:

- A. the **crew member** is an officer, director, stockholder, employee, partner, or agent of the **named insured** while acting in the scope of employment, or
- B. the person is a **crew member** who would normally be operating a **scheduled aircraft** but is operating a **non-owned aircraft** on behalf of the **named insured**.

#### Coverage 32 - Premises Medical Payments

The Company will promptly pay all reasonable **medical expenses** incurred within one year from the date of injury for each person who sustains **bodily injury** caused by an **occurrence** during the policy period arising out of the **insured**'s **aviation operations** and ownership, maintenance or use of **premises**.

The following provisions apply to Coverage 31 and 32:

- A. medical payments will not be made to anyone until all medical benefits available under a workers compensation or similar law have been exhausted;
- B. as soon as possible, the injured person or someone on their behalf will give the Company written proof of claim, under oath if required, and will, if requested by the Company, authorize the Company to obtain medical reports and copies of records. The injured person will submit to examination by physicians selected by the Company if and when the Company may reasonably require;
- C. the Company may pay the injured person or any person or organization rendering the services. Any payments made under these sections do not constitute an admission of liability of any **insured**, person, organization, or of the Company; and
- D. the total liability of the Company for all **medical expenses** incurred by or on behalf of each covered **passenger** or person who sustains **bodily injury** will not exceed the applicable Limit of Liability as stated in the Declarations under Coverage 32 for that **passenger** or person.

#### Section Six - Policy Definitions

When appearing in bold print in the Policy the following definitions apply:

"Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

"Advertising injury" means injury, other than bodily injury, property damage or personal injury, sustained by a person or organization and caused by an offense of infringing, in that particular part of the insured's advertisement of goods, products or services, that are:

- A. copyrighted advertisement; or
- B. registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

"Aircraft" means any scheduled aircraft and any other aircraft for which insurance is provided under the Policy. The definition includes the aircraft's propulsion system, and parts and equipment installed in or on the aircraft. Parts that are temporarily removed are also included in the definition even if replaced by similar parts. Tools and repair equipment standard for the aircraft and normally carried on the aircraft are also included within the definition.

"Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

"Aviation Managers" means Starr Aviation Agency, Inc., Starr Adjustment Services, Inc. and Starr Underwriting Agents Limited, or any of them.

"Aviation operations" means all operations arising from the ownership, maintenance or use of locations or aircraft for aviation activities including that portion of roads or other accesses that adjoin these locations. Aviation operations include all operations necessary or incidental to aviation activities.

**"Bodily injury"** means physical injury sustained by any person, caused by an **occurrence** during the policy period, including sickness, disease, mental anguish and death at any time resulting therefrom.

"Crew member" means any passenger such as the pilot-in-command, co-pilot, flight engineer or flight attendant, who is required for or assisting in aircraft operations.

"Extra expense" means that portion of the actual incurred cost of leasing or renting a replacement **aircraft** which exceeds the cost of operating **aircraft** the **named insured** would have incurred if the **scheduled aircraft** had not been damaged.

"Excess insurance" means insurance that only applies when all other valid and collectible insurance, including any formal self-insurance program or self-insured retention plan, available to the **named insured/insured** has been exhausted (other than insurance specifically purchased by the **named insured** to apply as excess over this Policy). If no such insurance or self-insurance exists, excess insurance coverage provided by this policy shall act as primary. If the other insurance is written through the Company as primary insurance, the total limit of the Company's or Companies' liability will not exceed the greatest or greater limit on any one Policy.

"In-flight" means, with respect to fixed-wing **aircraft**, the time commencing from the start of the take-off run of the **aircraft** and continuing until it has completed its landing roll. With respect to an **aircraft** that is a rotorcraft, it is any time the rotors are moving under power for lift-off or flight, until the rotors cease revolving after landing. With respect to any other **aircraft**, it is any time the **aircraft** is off a supporting surface as a result of propulsion, buoyancy or aerodynamic reaction.

"In-motion" means anytime the **aircraft** is moving under its own power or the momentum generated therefrom or, while it is **in-flight**. With respect to an **aircraft** that is a rotorcraft, it is anytime the rotors are moving under power or the momentum generated therefrom.

"Ingestion" means physical damage to a turbine engine or turbine auxiliary power unit, if they are included within the definition of **aircraft**, caused by objects or substances that are not or were not part of the engine or its accessories, which is the result of a single incident of sufficient severity to require, or would require if its severity were known at the time, immediate repair before further use.

"Insured" means:

- A. for all coverage:
  - 1. the named insured;
  - 2. any director, officer, partner, employee, agent or stockholder of the **Named Insured** while that person is acting within their official capacity as such;
- B. for all Section One Liability Coverages except Coverage 2, 3 and 5 (**Non-owned aircraft** Liability Coverage and Products Liability Coverages) means:
  - any person or organization while riding in, using or legally responsible for a scheduled aircraft or temporary substitute aircraft provided that the use is within the scope of the permission of the named insured; and
  - 2. any other person or organization but, only for their legal liability covered by the Policy which arises solely out of the acts or omissions of a person or organization in A. above.

- C. other than any persons or organizations described in paragraph A. above, none of the following is considered an **insured** regardless of subparagraph B. 1. above:
  - any person or organization or their agents or employees engaged in the design, manufacture, maintenance, repair, or sale of **aircraft**, **aircraft** engines, components or accessories, or engaged in the operation of any **aircraft**, airport, hangar, flight school, flight service, or piloting service, with respect to any **occurrence** arising out of such activity, and
  - 2. the owner, lessor or their agents or employees, of any **non-owned aircraft** covered by the Policy.

#### "Intellectual property law or right" means any:

- A. certification mark, copyright, patent or trademark (including collective or service marks);
- B. right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- C. other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or,
- D. other judicial or statutory law concerning piracy, unfair competition or other similar practices.

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

"Mobile equipment" means a land vehicle (including any machinery or apparatus attached), whether or not selfpropelled, used in connection with the maintenance or operation of **aircraft** or **premises** that is:

- A. not subject to motor vehicle registration;
- B. used exclusively on **premises** owned by or rented to the **named insured** including the roadways or property immediately adjoining; or
- C. designed for use principally off public roads.

"Named Insured" means the person(s) or organization(s) shown in Item 1. of the Declarations.

"Non-owned aircraft" means any aircraft except:

- A. an aircraft owned in whole or in part by or registered to the named insured;
- B. a **scheduled aircraft**; or
- C. an **aircraft** having a seating configuration exceeding the maximum number of seats shown in the Declarations for Coverage 2 (regardless of the actual number of **passengers** on the **aircraft**).

"Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in **bodily** injury or property damage neither expected nor intended by the insured. However, the definition includes bodily injury or property damage resulting from the efforts to prevent dangerous interference with any aviation operations.

"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, flying in or exiting from it after a ride, flight or attempted flight.

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"Personal injury" means injury, other than bodily injury, property damage or advertising injury, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of dwelling, **premises** or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- D. electronic, oral, written or other publication of material that:
  - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  - 2. violates a person's right of privacy.

"Physical damage" means accidental, direct physical loss of or damage to scheduled aircraft, spare engines or spare parts during the policy period including **ingestion**, but it does not include the loss of use or any residual depreciation in value either before or after any repairs have been made.

"Pilot-in-command" means the pilot aboard the aircraft who is responsible for its in-flight operation.

"Premises" means the portions of airports, buildings or areas used by the **Named Insured** directly in connection with the ownership, operation, maintenance or use of any **aircraft** and the **Named Insured**'s **aviation operations**.

"Property damage" means accidental damage to or destruction of the tangible property of others caused by an occurrence during the policy period and the resultant loss of use of the property. Property damage also includes the loss of use of the tangible property of others that is not physically damaged but that is caused by an occurrence during the policy period.

"Salvage value" means the value of the damaged property prior to any repairs.

"Scheduled aircraft" means any aircraft listed under Coverage 1 - Liability for Scheduled Aircraft and Coverage 19 - Physical Damage Coverage for Scheduled Aircraft in the Declarations or any aircraft covered under Coverage 28 - Automatic Insurance for Newly Acquired Aircraft.

"Spare engines" means propulsion engines and auxiliary power units which have been or which are intended to be installed in or on a scheduled aircraft or temporary substitute aircraft and which are not included within the policy definition of an aircraft.

"Spare parts" means parts or accessories, except spare engines, specifically designed for installation in or on aircraft or mobile equipment which are not included within the policy definition of an aircraft or mobile equipment.

"Temporary substitute aircraft" means any non-owned aircraft used in place of a scheduled aircraft that is temporarily withdrawn from use because of its damage, breakdown, repair, modification, inspection, servicing, loss or destruction.

"Total loss" means any physical damage loss for which the cost to repair when added to the salvage value equals or exceeds:

A. the insured value of a scheduled aircraft, or

B. the actual cash value of any other insured property.

Theft or disappearance of the entire **aircraft** is considered a **total loss**.

### Section Seven - Exclusions

The insurance provided by the Policy shall not apply:

- A. to liability assumed by the **insured** in any type of agreement except as provided by Coverage 9 Liability for Contractual Agreements;
- B. to any obligation which the **insured** or its insurance carrier may be held liable under any workers' compensation, unemployment compensation, disability benefits law or under any similar law;
- C. to bodily injury or personal injury to any employee of the insured arising out of and in the course of their employment by the insured, or to any claims for bodily injury as a consequence thereof. This exclusion shall not apply to liability assumed by the insured in any agreement required by a military or governmental authority as a prerequisite for using an airport or an airport facility, nor will this exclusion apply to Coverage 5 Passenger Voluntary Settlements;
- D. to illegal, criminal or dishonest acts or activities, alleged or otherwise, committed by or at the direction of or with the knowledge and consent of directors or officers of the **insured** and with the knowledge at the time that such act was illegal or criminal, but with respect to the **named insured** this exclusion shall apply only if such activities or acts are with the knowledge and consent of an officer or director of the **named insured**;
- E. to any claim, loss or expense arising out of 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;
- F. to any **insured** while the **aircraft** is **in-flight** if piloted by other than the pilot or pilots designated under Item 4 of the Declarations;
- G. under all Section One Liability Coverage and Section Two Defense, Settlement and Supplementary Payments of Liability Claims, for **property damage** to property owned, occupied, used, rented, transported by or in the care, custody, or control of an **insured** except as provided under Coverage 2, 3, 6, 7, 8,17 and 18;
- H. under Section One Liability Coverage and Section Two Defense, Settlement and Supplementary Payments of Liability Claims or Section Five Medical Expenses, to any insured who is also insured under any contract of nuclear energy liability insurance, in effect at the time of the occurrence, issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters that covers the claim, loss, damage or expense or would cover the claim, loss, damage or expense if such policy's limits of liability were not exhausted;
- I. under all Section Three **Physical Damage** Coverage, to any loss, damage, claim or expense:

which is due and confined to wear and tear, deterioration, mechanical or electrical breakdown of the insured property, its equipment, components or accessories, or to tires, unless the damage is caused by fire, malicious mischief, vandalism or theft or unless the loss or damage is the direct result of other **physical damage**, including **ingestion**, covered by the Policy. Damage resulting from the breakdown, failure or malfunction of an engine component, accessory or part is considered mechanical breakdown of the entire engine;

J. claims or damage resulting from:

- 1. war, whether declared or undeclared, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- 2. confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title, used by or under the order of any government, public or local authority, whether civil, military or *de facto*;
- 3. claims arising while the insured property is outside the control of the **insured** because of any of the above perils;
- K. to an **aircraft**'s turbine engine (including a turbine powered auxiliary power unit) caused by heat resulting from starting, attempted starting, operation or shutdown thereof;
- L. caused by any type of radioactive contamination;
- M. caused by the embezzlement, secretion or conversion of the insured property; or
- N. due to depreciation in the value of, or arising from the loss of use of the insured property.

#### Section Eight – Limit of the Company's Liability

A. Other Insurance

Except with respect to coverage provided by the Policy as **excess insurance**, if there is other insurance including any formal self-insurance program or self-insured retention plan, in the **insured**'s name or otherwise, against any loss, liability, or expense covered by the Policy, the Company will not be liable under the Policy for a greater proportion of such loss, liability or expense than the applicable limit of the Company's liability under the Policy bears to the total applicable limits of all other valid and collectible insurance.

B. Total Liability for Section One - Liability Coverage

The limits apply separately to each insured **aircraft** and each **insured** but, regardless of the number of **insured**s under the Policy, persons or organizations who sustain **bodily injury**, **personal injury** or **property damage**, claims made, or suits brought because of bodily injury, **personal injury** or **property damage**, the Company's total liability for all damages, including damages for care and loss of services, as the result of any one **occurrence** will not exceed the limit of liability stated in the Declarations as applicable to "each **occurrence**", and in the annual aggregate if specified. For the purpose of determining the limit of the Company's total liability, all **bodily injury**, **personal injury** and **property damage** arising out of continuous or repeated exposure to the same general conditions will be considered arising out of one **occurrence**.

- C. Total Liability for Section Three **Physical Damage** Coverage
  - 1. In the event of a total loss, the Company will promptly pay the named insured:
    - a. the Insured Value of the scheduled aircraft as shown under Coverage 19 of the Declarations;
    - b. the named insured's financial interest in any spare engine or spare part (less any applicable deductible) but, not exceeding its actual cash value or the limits for the applicable coverage in the Declarations, whichever is less. In addition, the Company will promptly refund the pro-rated unearned premium for any scheduled aircraft that is a total loss. At the time of payment of a total loss by the Company, the Company's exposure, under Coverage 19, ceases.
  - 2. In the event of a **partial loss**, the Company's Liability shall not exceed:
- a. the total of the following items, less any applicable deductible, if the repairs are made by an **insured**:
   Starr Elite CA Provisions (11/08)
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- i. the **insured**'s net costs for necessary material and parts of like kind and quality;
- ii. "Transportation Costs" (as defined below);
- iii. the reasonable costs of food, lodging, and transportation of the **insured**'s employees required for the actual period of repair if the loss occurs away from the **insured**'s base of operations and
- iv. actual wages paid for labor at the current straight time rates at the place of repair plus the reasonable cost of required supervision and overhead;
- b. the total of the following items, less any applicable deductible, if the repairs are made by other than the insured:
  - i. the net cost to the **insured**, to make repairs with material and parts of like kind and quality;
  - the reasonable transportation, food and lodging expenses for a necessary representative(s) of the **insured** to inspect or authorize repairs and/or test fly the **aircraft** but not exceeding 5% of the repair cost estimate or \$5,000., whichever is less. This paragraph will not apply unless the **aircraft** is being repaired away from its primary base of operations;
  - iii. any additional "Transportation Costs" incurred.

"Transportation Costs" means the cost of transportation, by the least expensive reasonable means of:

- A. damaged parts from the site of the loss to and from the most practicable place for repair;
- B. replacement parts from the nearest available source to the site of the loss; or
- C. the damaged property to the most practicable place for repair and, then, to the site of the loss or to the **insured**'s home airport, whichever is closer.
- 3. In no event will the Company's liability for a partial loss exceed the insured value of the scheduled aircraft; or with respect to Coverage 20, the named insured's financial interest in any spare engine or spare part, its actual cash value, or the applicable limit of liability shown under Coverage 20 in the Declarations, whichever is less.
- 4. In the event of a **partial loss**, whether or not such loss is covered by the Policy, the Insured Value of the **scheduled aircraft** will automatically be reduced at the time of the loss by the amount of the loss. When repairs begin, the insured value will automatically increase by the value of the completed repairs until the insured value of the **scheduled aircraft** is fully restored.
- 5. If the Company pays a claim, whether for a **partial loss** or a **total loss**, the Company is entitled to all salvage. There will, however, be no abandonment of the salvage to the Company without its prior consent.
- 6. The Company has the right to return stolen property any time before the loss is paid with payment for any resultant **physical damage**.
- 7. The amount specified as a deductible (if any) for **scheduled aircraft** does not apply to a **total loss**, constructive **total loss** or any loss caused by fire, lightning, explosion, transportation of parts, theft, robbery or pilferage. However, any **partial loss** caused by fire or explosion, resulting directly or indirectly from the collision or crash of an **aircraft** while **in-motion**, will be subject to the **in-motion** deductible, if

any. Scheduled aircraft deductibles will not apply in the event of a collision with any other aircraft insured through the Aviation Managers under another policy.

D. Total Liability for Section Four - Additional Coverage

The total liability of the Company for all costs or expenses incurred by or on behalf of the **named insured** will not exceed the Limit of Liability stated in the Declarations that applies to each applicable coverage

E. Severability of Interests

The limits and coverage apply separately to each **insured**, but the inclusion within the Policy of more than one **insured** will not increase the applicable limits of the Company's total liability.

F. Two or More Aircraft Insured by the Policy

In the event that two or more **aircraft** are insured by the Policy, the applicable limits of liability and deductibles (if any) will apply separately to each.

#### Section Nine - Notice of Claims and Other Duties of an Insured

In the event of any accident, **occurrence**, claim, suit or loss, the **insured**(s) and/or the **insured**'s legal representative(s) agree to:

- A. not assume any obligation or liability, nor offer to pay any reward except at the insured's expense, nor incur any expense other than those items listed in Section Two Defense, Settlement and Supplementary Payments of the Policy;
- B. promptly contact the Company and follow up with prompt written notice including (if known) the:
  - 1. time, place and description of events;
  - 2. names and locations of **passengers**, witnesses, injured or deceased persons, and
  - 3. location and description of any damaged property and/or aircraft;
- C. immediately forward to the Company every demand, notice, summons, legal paper, or any other process they receive;
- D. cooperate and assist the Company in all matters of any claim or suit;
- E. do nothing after the accident or loss to harm the Company's right of recovery against any person or organization who may be liable to the **insured**;
- F. authorize the Company to obtain any records relating to a loss;
- G. not abandon the **aircraft** or any other salvage without the Company's prior consent;
- H. take all reasonable precautions to protect the **aircraft** or other insured property after any accident or loss. Reasonable expenses incurred in providing such protection will be reimbursed by the Company. Any further loss or damage due to the **insured**'s failure to reasonably protect the insured property will not be covered by the Policy;
- I. promptly report any suspected theft or vandalism to the local police;

- J. allow the Company the option to inspect any **aircraft** or insured property before any repairs begin or its disposal;
- K. file with the Company within ninety (90) days after the loss a sworn proof of loss including the information and in the form the Company reasonably requires and, upon the Company's request, submit to examination under oath;
- L. exhibit the damaged property and produce for the Company's examination all pertinent records and invoices, permitting copies to be made, at reasonable times and places as the Company designates;
- M. if requested, provide clear title to the Company for any salvaged property at the time **total loss** payment is made by the Company;
- N. allow the Company to inspect **aircraft** records, repair and service invoices, sales receipts, and log books as may be required in the settlement of any claim.

#### Section Ten - Other Conditions of Insurance

A. Appraisal of Loss

If the **named insured** and the Company fail to agree on the amount of a loss, either may, within sixty (60) days after a proof of loss is filed, demand an appraisal of the loss. The **named insured** and the Company will each select a competent aircraft appraiser and the appraisers will select a competent and disinterested umpire. The appraisers will judge the amount of the loss. If they do not agree, they will submit their difference to the umpire. Agreement in writing of any two of the three will determine the amount of the loss. The **named insured** and the Company will each pay their chosen appraiser and will bear equally the expenses of the appraisal and the umpire. The Company will not be held to have waived any of its rights by any act relating to appraisal.

B. Action Against the Company

No action will be taken against the Company unless, prior to such action, the **insured** has fully complied with all of the terms and conditions of the Policy and the amount of loss has been determined as set forth below:

- 1. Liability Coverages With respect to Section One Liability Coverage, no action will lie against the Company until the amount of the **insured**'s obligation to pay has been finally determined either by judgment against the **insured** after actual trial or, by written agreement of the **insured**, the claimant and the Company. Any person, organization or their legal representative who has secured such judgment or written agreement will be entitled to recover under the Policy to the extent of the coverage provided by the Policy. No person or organization shall have any right under the Policy to join the Company as a party to any action against the **insured** to determine the **insured**'s liability, nor will the Company be impleaded by the **insured** or its legal representative. Bankruptcy or insolvency of the **insured** or of the **insured**'s estate will not relieve the Company of any of its obligations under the Policy.
- Physical Damage Coverages With respect to Section Three Physical Damage Coverage, no action will lie against the Company, nor will payment for loss be required, until thirty (30) days after the required proof of loss is filed with the Company and the amount of loss is determined as described in Section Three Physical Damage Coverage of the Policy. Any action against the Company must be taken within one year after the date of the loss.

- 3. Additional Coverages With respect to Section Four Additional Coverages, no action will lie against the Company, nor will payment for loss be required, until thirty (30) days after any required proofs of claims have been filed with the Company. Any action against the Company must be taken within one year after the date of the loss.
- C. Cancellation and Non-Renewal of the Policy
  - Cancellation The Policy may be cancelled by the **named insured** by mailing prior written notice to the Company stating when the cancellation will be effective. The Policy may be cancelled by the Company by mailing to the first **named insured** at the first address shown under Item 2. of the Declarations stating when, not less than ninety (90) days thereafter, the cancellation will be effective. However, only ten (10) days prior written notice will be provided if the cancellation is for non-payment of any premium due. The effective date and hour of cancellation stated in the notice will become the end of the policy period.

If the **named insured** cancels the Policy, earned premium will be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium will be computed on a pro-rata basis. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium by the Company is not a condition required for the cancellation to be effective.

2. Non-Renewal - The Company will mail written notice to the first **named insured** at least sixty (60) days prior to the expiration date of the Policy in the event either decides not to renew the Policy.

The proof of mailing or delivering notice of non-renewal or cancellation to the first **named insured** by the Company will be sufficient proof of notice to all insureds.

D. Certificates of Insurance

A Certificate of Insurance issued by the Company for or on behalf of the **named insured**, including any certificates required by military or governmental authorities, automatically provides the insurance as is evidenced in that certificate.

E. Changing the Policy

Nothing in the Policy can be changed or waived except by the Company's written endorsement, approved and signed by the **Aviation Managers**.

F. Company's Rights of Recovery

In the event of any payment made under the Policy, the Company will assume all of the **insured**'s rights of recovery against any person or organization. The **insured** will execute and deliver instruments and papers and do whatever else is necessary to enforce those rights.

G. Cross Liability

The Policy will cover claims by one **insured** against another **insured**. However, in no event will this provision increase or change the limits of the Company's liability nor will it change any of the Declarations, Insuring Agreements, Exclusions, Conditions, Limits of Liability or other terms of the Policy.

H. Financial Responsibility Laws

(applicable to Section One - Liability Coverages)

Starr Elite CA Provisions (11/08)

When the Policy is certified as proof of financial responsibility under the provisions of any **aircraft** financial responsibility law, the insurance afforded by the Policy for **bodily injury** or **property damage** will comply as necessary with the provisions of the law but, in no event in excess of the limits of liability stated in the Declarations of the Policy. The **named insured** agrees to reimburse the Company for any payment made which the Company would not have been obligated to make under the terms of the Policy except for the agreement in this paragraph.

I. Inspection

The Company, or their authorized representative, shall be permitted to inspect the insured property and any of its records during the policy period and for one year afterward.

J. Mexican Operations Warning

Although the Policy provides coverage in Mexico, the Mexican Government requires proof of **aircraft** liability written through a Mexican insurance company. If the **insured** does not have proof of Mexican liability insurance, the **aircraft** can be confiscated by the Mexican authorities and any **passenger**s jailed or detained.

It is a good practice to contact the **insured**'s agent or broker to arrange coverage if any flights are planned into or near Mexican Airspace. Mexican liability coverage is available through the **Aviation Managers** if needed.

K. Policy Compliance with State Law

If the terms of the Policy conflict with the **named insured**'s state or province law, the Policy terms are deemed amended as necessary to comply with that law.

L. Policy Territory

The insurance provided by the policy shall be effective worldwide.

Payment of loss under the policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

M. Transfer of the Policy to Others

Interest in the Policy may not be transferred without prior written agreement from the Company. If the **named insured** dies or is judged legally bankrupt or insolvent and the **named insured** or their legal representative notifies the Company within sixty (60) days of the judgment or death, effective the date of the judgment or death, the **named insured** will become:

- any person or organization having custody of the scheduled aircraft until a legal agent is appointed; or,
- 4. the named insured's legal representative.

#### N. Acceptance of Policy

By acceptance of the Policy, the **named insured** agrees that the statements in the Declarations are its representations, that the Policy is issued in reliance upon the truth of the representations and that the Policy embodies all agreements by and between the **named insured** and the Company or any of its agents.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

S. Bloky

Steve Blakey - President

Nehemiah E. Dinsburg

dent Nehemiah E. Ginsburg – General Counsel STARR INDEMNITY & LIABILITY COMPANY

## **BROAD ADDITIONAL INSURED ENDORSEMENT**

This policy is amended as follows:

The provisions of this endorsement shall apply with respect to aircraft scheduled on this policy.

Any commercial aviation customer, landlord, or airport as evidenced by certificate of insurance issued by or held on file by Starr Aviation Agency, Inc. shall be included as additional insureds but only as respects operations of the **named insured**.

The insurance extended by this endorsement shall not apply to, and no person or organization named in the schedule shall be insured for **bodily injury** or **property damage** which arises from the design, manufacture, modification, repair, sale, or servicing of aircraft by that person or organization.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

Issued to VARIOUS MEMBERS OF THE CALIFORNIA		ORNIA MUNICIPALITIE	S AIRCRAFT INSURANCE PROGRAM
	(CAMP) - AS ENDORSED		
By STARF	R INDEMNITY & LIABILITY COMPANY		
Endorsement N	No. 1		Alla
Date of Issue	JULY 18, 2020 (VD)	Ву	

## **BROAD WAIVER OF SUBROGATION ENDORSEMENT**

This policy is amended as follows:

The Company hereby waives its right of subrogation against the following; provided, however, that this waiver shall not prejudice our right of recourse for damages arising from the design, manufacture, modification, repair, sale or servicing of the **aircraft** by the following:

Any commercial aviation customer, absentee landlord, or airport as evidenced by certificate of insurance issued by or held on file by Starr Aviation Agency, Inc.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Folicy No. $10$	00233400-04		
Issued to VA	ARIOUS MEMBERS OF THE CALIFC	ORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGR	RAM
(C/	AMP) - AS ENDORSED		
By STARR IN	IDEMNITY & LIABILITY COMPANY		
		100	
Endorsement No.	2	Killer	-
Date of Issue	JULY 18, 2020 (VD)	Ву	

## **CANCELLATION CLAUSE AMENDMENT ENDORSEMENT - CALIFORNIA**

This policy is amended as follows:

This policy may be cancelled by the **named insured** by mailing to the Company, written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company, by mailing to the **named insured** at the address shown in this policy written notice stating when not less than <u>90</u> days (ten (10) days if for non-payment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice, either by the **named insured** or the Company shall be equivalent to mailing.

If the **named insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is effective and, if not then made, shall be made as soon as practicable after cancellation becomes effective. The Company's check or the check of their representative mailed or delivered as aforesaid shall be sufficient tender of any refund of premium due to the **named insured**.

All other provisions of this policy remain the same.

This endorsen	nent becomes effective <u>JUNE 30</u>	) <u>, 2020 </u>	to be attached to and	hereby made a part of:
Poliov No	1000222406 04			

	1000233400-04		
Issued to	VARIOUS MEMBERS OF THE CALIFOR	RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM	
	(CAMP) - AS ENDORSED		
By STARR	INDEMNITY & LIABILITY COMPANY		
		100	
Endorsement N	lo. 3	Kill	
Date of Issue	JULY 18, 2020 (VD)	Ву	

## **DISAPPEARANCE ENDORSEMENT**

This policy is amended as follows:

Coverage 19 - **Physical Damage** Coverage for **Scheduled Aircraft** (including **Ingestion** and Emergency Landing) of Section Three - **Physical Damage** Coverages is amended to read as follows:

The Company will promptly pay for any **physical damage** to a **scheduled aircraft** that occurs during the policy period including its disappearance or theft, less any applicable deductible. A **scheduled aircraft** shall be considered missing under disappearance or stolen under theft if such **aircraft** is unable to be located for <u>15</u> days after reported missing or stolen.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

Folicy No. $10$	00233400-04		
Issued to VARIOUS MEMBERS OF THE CALIFORNIA N		RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM	
(CA	AMP) - AS ENDORSED		
By STARR IN	DEMNITY & LIABILITY COMPANY		
		100	
Endorsement No.	4	Kill	
Date of Issue	JULY 18, 2020 (VD)	Ву	

## FAMILY ASSISTANCE ENDORSEMENT

This policy is amended as follows:

Section Two - Defense, Settlement and Supplementary Payments as set forth in the Starr Elite Provisions is amended to include the following:

- 7. All "Family Assistance Expenses" that a spouse, children, brothers, sisters or parents of a **passenger** incur within one (1) year from the date of an accident involving the fatality of a **passenger** subject to the following:
  - a. The **aircraft** must have been used by the **insured** or with the **insured**'s permission when the accident occurred;
  - b. The Company will not pay more than \$ \_25,000. per passenger per occurrence.

For the purpose of this endorsement "Family Assistance Expenses" means the reasonable and necessary costs of transporting a spouse, children, brothers, sisters or parents of a **passenger** to and from the accident site, lodging near the accident site and grief counseling.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No. 10	000233406-04		
Issued to V	ARIOUS MEMBERS OF THE CALIFOR	RNIA MUNICIPALI	TIES AIRCRAFT INSURANCE PROGRAM
(C	AMP) - AS ENDORSED		
By STARR II	NDEMNITY & LIABILITY COMPANY		
Endorsement No	5		fille
Date of Issue	JULY 18, 2020 (VD)	Ву	•

## **KNOWLEDGE OF OCCURRENCE**

This policy is amended as follows:

#### KNOWLEDGE OF OCCURRENCE

It is agreed that knowledge of an **occurrence** by an agent, servant or employee of the **Insured** will not in itself constitute knowledge by the **Insured** unless such notice has been received by the **Insured**'s Insurance Administrator.

#### **INSURED'S INADVERTENT FAILURE TO REPORT**

Notwithstanding any other provision(s) of this policy, inadvertent errors or omissions and/or failure in furnishing information, notification or reports required will not prejudice the coverage afforded by this policy provided the **Insured** notifies the Company within a reasonable time after the error or omission is discovered.

#### **INSURED'S FAILURE TO NOTIFY**

The **Insured**'s rights under this policy will not be affected if it fails to give notice of an accident or **occurrence** solely because it reasonably believed that the accident or **occurrence** was not covered under this policy.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No. 1	000233406-04		
Issued to	ARIOUS MEMBERS OF THE CALIF	ORNIA MUNICIPALITIES A	AIRCRAFT INSURANCE PROGRAM
_(C	CAMP) - AS ENDORSED		
By STARR I	NDEMNITY & LIABILITY COMPANY		
Endorsement No	o. 6		filler
Date of Issue	JULY 18, 2020 (VD)	By	

## NAMED INSURED ENDORSEMENT

This policy is amended as follows:

The **Named Insured** and/or Address set forth on the Declarations is COMPLETED as follows:

VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM (CAMP)

AND

COUNTY OF ALAMEDA CITY OF ANAHEIM COUNTY OF BUTTE CJPRMA - ANDERSON **CJPRMA - CHICO CJPRMA - CLOVERDALE CJPRMA - FAIRFIELD CJPRMA - FOLSOM CJPRMA - LINCOLN** CJRPMA - LODI **CJPRMA - MARYSVILLE CJPRMA - RED BLUFF CJPRMA - REDDING CJPRMA - RICHMOND CJPRMA - ROSEVILLE CJPRMA - SAN LEANDRO CJPRMA - SUNNYVALE CJPRMA - VACAVILLE CJPRMA - WEST SACRAMENTO** CJPRMA - WOODLAND EAST BAY REGIONAL PARK DISTRICT **CITY OF FONTANA CITY OF FREMONT** COUNTY OF FRESNO SHERIFF'S DEPARTMENT CITY OF HUNTINGTON BEACH; HUNTINGTON BEACH REDEVELOPMENT AGENCIES; PARKING AUTHORITY OF HUNTINGTON BEACH; HUNTINGTON BEACH PUBLIC FACILITIES CORPORATION COUNTY OF IMPERIAL COUNTY OF KINGS CITY OF LAKEWOOD CITY OF LANCASTER

- CONTINUED -

All other provisions of this policy remain the same.

JULY 18, 2020 (VD)

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of: 1000222406 04 ...

POLICY NO. IC	00233406-04		
Issued to V	ARIOUS MEMBERS OF THE CALIFO	RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM	
(C	AMP) - AS ENDORSED		
By STARR I	NDEMNITY & LIABILITY COMPANY		
	_	100 -	
Endorsement No.	. /	Kit	
Date of Issue	JULY 18, 2020 (VD)	By	

(Authorized Representative)

## NAMED INSURED ENDORSEMENT

This policy is amended as follows:

The Named Insured and/or Address set forth on the Declarations is COMPLETED as follows:

CITY OF LONG BEACH COUNTY OF MADERA COUNTY OF MERCED, ITS OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS MONTEREY COUNTY SHERIFF'S OFFICE CITY OF MODESTO CITY OF OAKLAND **CITY OF ONTARIO** COUNTY OF ORANGE COUNTY OF PLACER **CITY OF POMONA** PORT OF LOS ANGELES **CITY OF REDLANDS** COUNTY OF RIVERSIDE CITY OF SACRAMENTO AND SACRAMENTO POLICE DEPARTMENT COUNTY OF SACRAMENTO **CITY OF SALINAS** COUNTY OF SAN BERNARDINO AND ALL BOARD GOVERNED SPECIAL DISTRICTS. FLOOD CONTROL DISTRICTS AND COUNTY SERVICE AREAS CITY OF SAN DIEGO COUNTY OF SAN JOAQUIN COUNTY OF SAN LUIS OBISPO COUNTY OF SANTA BARBARA COUNTY OF SANTA CLARA, OFFICE OF THE SHERIFF CITY OF SANTA MONICA COUNTY OF STANISLAUS AND THE SHERIFF'S AERO SQUADRON CITY OF STOCKTON COUNTY OF TRINITY TRUCKEE FIRE PROTECTION DISTRICT COUNTY OF TULARE **CITY OF VALLEJO** COUNTY OF VENTURA COUNTY OF VENTURA; COUNTY OF VENTURA SHERIFF'S OFFICE YOLO COUNTY SHERIFF DEPT. CALIFORNIA DEPARTMENT OF CONSERVATION WESTERN PLACER WASTE MANAGEMENT AUTHORITY

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of:

Policy No.	. <u>100</u>	0233406-04	
Issued to	VA	RIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRA	AM
	(CA	MP) - AS ENDORSED	
By ST	FARR ING	DEMNITY & LIABILITY COMPANY	
Endorsem	ent No.	8 fille	2

Date of Issue	JULY 18, 2020 (VD)	Ву

(Authorized Representative)

## PILOT WARRANTY ENDORSEMENT

This policy is <u>COMPLETED</u> as follows with respect to Item 4. Pilots as set forth on the Declarations Page:

AS APPROVED BY THE NAMED INSURED OR THEIR DESIGNEE.

The pilot warranty set forth above shall not apply to Liability Coverage for **Non-Owned Aircraft, Temporary Substitute Aircraft** and Charter Referral. Additionally, the pilot warranty in set forth above shall not apply while the insured **aircraft** is under the care, custody or control of a repair station for the purpose of maintenance, repair or test flights.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No	1000233406-04		
Issued to	VARIOUS MEMBERS OF THE CALIFOR	RNIA MUNICIPALIT	TIES AIRCRAFT INSURANCE PROGRAM
-	(CAMP) - AS ENDORSED		
By STARR I	NDEMNITY & LIABILITY COMPANY		
Endorsement No	o9		110 -
Date of Issue	JULY 18, 2020 (VD)	By	Mar S

# POLLUTION OR CONTAMINATION OF THE PRODUCT SOLD OR SUPPLIED

This policy is amended as follows:

Paragraph 1. (b) of Noise and Pollution and Other Perils Exclusion Clause AVN46B does not apply to the pollution or contamination of the product sold or supplied by the **insured**.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

Issued	to	VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM	N
		CAMP) - AS ENDORSED	
Ву	STAR	INDEMNITY & LIABILITY COMPANY	

By

Endorsement No.	10	
Date of Issue	JULY 18, 2020 (VD)	

fils

(Authorized Representative)

## PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This policy is amended as follows:

With the respect to the following scheduled persons or organizations, all coverages shall be primary and non-contributory with respect to any other insurance policies held by the following scheduled persons or organizations.

Schedule:

ANY COMMERCIAL AVIATION CUSTOMER, ABSENTEE LANDLORD, OR AIRPORT AS EVIDENCED BY CERTIFICATE OF INSURANCE ISSUED BY OR HELD ON FILE BY STARR AVIATION AGENCY, INC.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No. $100$	_1000233406-04			
Issued to VA	ued to VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGR			
(CA	MP) - AS ENDORSED		_	
By STARR IN	DEMNITY & LIABILITY COMPANY			
		100	_	
Endorsement No.	11	Kille		
Date of Issue	JULY 18, 2020 (VD)	Ву		

## **PROFIT COMMISSION CLAUSE**

This policy is amended as follows:

The Company shall return to the **Named Insured** upon expiration of this policy by the **Named Insured** for a twelve (12) month period an amount equal to <u>20%</u> of the following:

80% of the earned premium less paid claims, reserves, and claims expenses. Such return premium shall be provisional only and shall be subject to further adjustment when the reserves and expenses have been finalized.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

$\underline{1}$	1000233400-04				
Issued to	ARIOUS MEMBERS OF THE CALIFC	ORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM			
(0	CAMP) - AS ENDORSED				
By STARR	INDEMNITY & LIABILITY COMPANY				
Endorsement No	o. 12	Alla			
Date of Issue	JULY 18, 2020 (VD)	By By			

## SPECIAL EQUIPMENT ENDORSEMENT

In consideration of an additional premium of \$\_\_\_\_INCLUDED\_\_\_\_, this policy is amended as follows:

1. **Physical damage** Coverage is extended to insure the equipment listed in item 3. below being the property of the **Named Insured**, or property of others for which the **Named Insured** is legally responsible, against all risk of direct and accidental **physical damage** or loss from external cause.

The Insured Value of such equipment is in addition to the Insured Value of the **aircraft** of which it is a part thereof.

2. EXCLUSIONS

In addition to the exclusions in the policy applying to **physical damage** Coverage, the coverage extended by this endorsement does not apply to:

- (a) latent defect or inherent vice;
- (b) depreciation, delay, loss of market, or loss of use;
- (c) loss or damage to property in the care, custody and control of the Insured arising from failure of the **insured** to protect and preserve the property after a loss from further loss.

#### 3. LIMIT OF LIABILITY

The Limit of the Company's liability with respect to coverage provided by this endorsement shall not exceed:

Description of Equipment

AS ENDORSED ON THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM INDIVIDUAL MEMBER COVERAGE ENDORSEMENT

Insured Value AS HELD ON FILE

Deductibles

NIL

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

	VA	RIOUS MEMBERS OF T	HE CALIFORNI	A MUNICIPAL	ITIES AIRCRAFT INSURANCE PROGRAM
Issued to	(CA	MP) - AS ENDORSED			
	By	STARR INDEMNITY	' & LIABILITY C	OMPANY	
					100
Endorsement No. 13			Kille		
Date of Issue		JULY 18, 2020 (VD)		By	

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

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 <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No1	1000233406-04		
Issued to	VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM		
	CAMP) - AS ENDORSED		
By STARR	INDEMNITY & LIABILITY COMPANY		
			100
Endorsement N	o. <u>14</u>		Kill
Date of Issue	JULY 18, 2020 (VD)	Ву	

## **EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES) - CALIFORNIA**

In consideration of an additional premium of **\$\_\_\_INCLUDED\_\_**, this policy is amended as follows:

The policy of which this Endorsement forms part includes War, Hi-jacking and Other Perils Exclusion Clause AVN48B:

- 1. With effect from <u>JUNE 30, 2020</u>, all sub-paragraphs other than <u>(b)</u> of War, Hi-jacking and Other Perils Exclusion Clause AVN48B are deleted SUBJECT TO all terms and conditions of this Endorsement.
- 2. EXCLUSION applicable only to any coverage extended in respect of the deletion of sub-paragraph (a) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B:

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

3. LIMITATION OF LIABILITY

The limit of the Company's liability in respect of the coverage provided by this Endorsement shall be US \$\_50,000,000. or the applicable policy limit, whichever the lesser, any one occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the policy, this sub-limit shall not apply to such Insured's liability:

- (a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the policy affords cover for liability to its passengers arising out of its operation of aircraft;
- (b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the policy affords cover for liability for such cargo and mail arising out of its operations of aircraft.

Notwithstanding any other liability for which coverage is afforded under this policy, coverage provided under this Endorsement shall apply solely to the following:

SECTION ONE - LIABILITY COVERAGES. SECTION FOUR - ADDITIONAL COVERAGES UNDER COVERAGE 25: SEARCH AND RESCUE EXPENSES, COVERAGE 26: RUNWAY FOAMING AND CRASH CONTROL EXPENSES AND COVERAGE 27: TRIP INTERRUPTION EXPENSE COVERAGE. SECTION FIVE - **MEDICAL EXPENSES**.

#### 4. AUTOMATIC TERMINATION

To the extent provided below, coverage extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

- (i) All coverage
  - upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: France, the People's Republic of China, the Russian Federation, the United Kingdom, the United States of America;

- (ii) Any coverage extended in respect of the deletion of sub-paragraph (a) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B
  - upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not the insured aircraft may be involved;
- (iii) All coverage in respect of any of the insured aircraft requisitioned for either title or use

- upon such requisition.

PROVIDED THAT if an insured aircraft is in the air when (i), (ii) or (iii) occurs, then the coverage provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an aircraft until completion of its first landing thereafter and any passengers have disembarked.

#### 5. REVIEW AND CANCELLATION

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

The Company may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in paragraph 4. (ii) above, the Company may give notice of cancellation of one or more parts of the coverage provided by paragraph 1. of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours G.M.T. on the day on which notice is given.

(c) Cancellation (7 Days)

The coverage provided by this Endorsement may be cancelled by either the Company or the Insured by giving notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which such notice is given.

(d) Notices

All notices referred to herein shall be in writing.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No. 10	00233406-04		
Issued to V	VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM		
(C/	AMP) - AS ENDORSED		
By STARR INDEMNITY & LIABILITY COMPANY			
Endorsement No.	15	fille_	
Date of Issue	JULY 18, 2020 (VD)	By	

Authorized	Representative)
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# **EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)** AMENDMENT TO LIMITATION OF LIABILITY

In consideration of an additional premium of \$ \_\_\_\_\_\_, this policy is amended as follows:

- 1. The limit of the Company's liability as set forth in Paragraph 3. LIMITATION OF LIABILITY of Extended Coverage Endorsement (Aviation Liabilities) shall be amended to read
  - \$ 500,000,000.

but shall not exceed \$ 500,000,000. or the limit set forth on the Declarations, whichever is lesser, any one Occurrence (the "sub-limit"). This sub-limit shall apply within the full policy limit and not in addition thereto.

All other terms and conditions of Extended Coverage Endorsement (Aviation Liabilities) not affected nor 2. altered by this endorsement shall remain in effect as currently written.

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of: Policy No 1000233406-04

	omont		100 -
By	STAR	R INDEMNITY & LIABILITY	COMPANY
	_	(CAMP) - AS ENDORSED	
lssued	to	VARIOUS MEMBERS OF	THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM
гопсут	NU	1000233400-04	

	10	
Date of Issue	JULY 18, 2020 (VD)	Ву

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## EXTENDED COVERAGE ENDORSEMENT

## WAR RISK FOR PHYSICAL DAMAGE COVERAGE, EXTORTION, AND HI-JACKING EXTRA EXPENSE COVERAGE

In consideration of \$\_\_\_\_INCLUDED\_\_\_\_ additional premium, this policy is amended as follows:

This coverage is subject to all the terms and conditions shown both in this policy as well as this endorsement. It does not change any coverage or terms except as specifically stated below. The **insured** is responsible for using all reasonable efforts to ensure that all required permits for **aircraft** operations as well as all state and local laws are complied within the country of operation or the country where a loss or expense is incurred.

#### SECTION ONE WAR RISK COVERAGE FOR AIRCRAFT PHYSICAL DAMAGE

The Company will pay for the physical loss of or **physical damage** to any **scheduled aircraft** (unless excluded by Exclusion (G) below) that is caused by an **occurrence** during the policy period arising out of any of the following perils:

- (a) war, whether declared or undeclared, invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, martial law, military or usurped power or any attempt of usurpation of power;
- (b) any strikes, riots, civil commotions or labor disturbances;
- (c) 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;
- (d) any malicious act or act of sabotage;
- (e) confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title, use by, or under the order of any government, public or local authority, whether civil, military or de facto;
- (f) hi-jacking or any unlawful seizure or wrongful exercise of control of a **scheduled aircraft** or crew **in-flight** (including any attempt at such seizure or control) made by any person or persons on board the **scheduled aircraft** acting without the consent of the **insured**.

This section also covers the physical loss of or physical damage to a scheduled aircraft while that scheduled aircraft is outside the control of the insured because of any of the above perils. The aircraft will be covered until its safe return to the insured.

The scheduled aircraft shall be deemed to have been restored to the control of the insured on the safe return of the scheduled aircraft to the insured at an airfield not excluded by the geographical limits of this endorsement 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).

#### SECTION TWO

#### "EXTORTION, HI-JACKING, AND CONFISCATION EXPENSE COVERAGE"

#### Extortion, Expense Coverage

Subject to the limits described below, the Company will reimburse the **named insured** for ninety percent (90%) of any payment properly made for threats made during the policy period against any **scheduled aircraft** covered by this endorsement.

#### Hi-jacking and Confiscation Expense Coverage

Subject to the limits described below, the Company will reimburse the **named insured** for ninety percent (90%) of any required extra expenses incurred following any type of confiscation or hi-jacking that takes place during the policy period as described in paragraphs (e) and (f) of SECTION ONE of this endorsement.

#### Limits of the Company's Liability for Section Two Coverages

The most that the Company will reimburse the **named insured** for any one **occurrence** is an amount equal to ninety percent (90%) of the net cost to the **named insured** of any payment(s) made but not exceeding:

- (A) ninety percent (90%) of the Insured Value of the scheduled aircraft involved, or
- (B) \$1,000,000.00,

whichever is less.

The **insured** warrants that the remaining ten percent (10%) of any payment made is not insured elsewhere.

For the purpose of this coverage, any series of related events, losses or expenses connected to any hi-jacking, extortion, or confiscation will be considered one **occurrence**.

#### Exclusions Applicable to All Coverages Provided by this Endorsement

This endorsement will not cover any loss, damage or expense arising out of:

- (A) war, whether declared or undeclared between any of the following countries: The United Kingdom, The United States of America, France, The Russian Federation, or The Peoples Republic of China. If any scheduled aircraft covered by this endorsement is in the air when an outbreak of war occurs, this exclusion will not apply until that scheduled aircraft completes its first landing;
- (B) detonation, whether hostile or otherwise, of any weapon of war employing atomic or nuclear fission and/or fusion or any other similar reaction;
- (C) any loss or damage caused by radioactive force or matter;
- (D) any failure to provide any type of bond, security or any other financial cause whether or not required under a court order;
- (E) the repossession or any attempt at repossession by any person or organization having any legal title or lien on the **scheduled aircraft** or any other type of legal contractual relationship with the **insured**;
- (F) any type of delay, loss of use or any other type of consequential loss whether or not the **scheduled aircraft** is lost or damaged except as specifically provided under the SECTION TWO coverages of this endorsement;
- (G) any occurrence involving the following scheduled aircraft (if any) which the named insured has elected not to cover by this endorsement:

Year	Make and Model	Registration No.	Year	Make and Model	Registration No.
				-	

#### AUTOMATIC TERMINATION OF COVERAGE, CANCELLATION, AND AMENDMENT OF TERMS

#### Cancellation or Amendment of Terms by Notice

The applicable sections of Item C. 1. Cancellation, of Section Ten - Other Conditions of Insurance, of this policy are changed to read:

The coverage provided by this endorsement can be cancelled, non-renewed or the rate of premium or geographical limits changed by the Company with the mailing or delivering of seven (7) days prior written notice to the first **named insured** at the first address shown in Item 2. of the Declarations. The proof of delivery or mailing to the first **named insured** will be sufficient proof of notice to all **named insureds**.

#### Automatic Termination of Coverage

All coverages provided by this endorsement will automatically terminate without any prior notice to the **named insured** if any of the following events occur:

- 1. Any hostile detonation, of any weapon of war employing atomic or nuclear fission and/or fusion or radioactive force or matter, whenever the detonation occurs whether or not a **scheduled aircraft** covered by this endorsement is involved.
- 2. War, whether declared or undeclared, between any of the following countries: The United Kingdom, The United States of America, France, The Russian Federation, or the Peoples Republic of China. If any scheduled aircraft covered by this endorsement is in the air when an outbreak of war occurs, coverage for that scheduled aircraft will only apply until that aircraft completes its first landing.

# COVERAGE AS PROVIDED UNDER THIS ENDORSEMENT SHALL EXCLUDE ALL REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

POLICY NO. 100	1000233406-04				
Issued to VAI	VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM				
(CA	MP) - AS ENDORSED				
By STARR INC	DEMNITY & LIABILITY COMPANY				
			100		
Endorsement No.	17		KIL		
Date of Issue	JULY 18, 2020 (VD)	By	v —		

## NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

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 <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

FOLICY NO. $10$	JUUZ33400-04	
Issued to V	ARIOUS MEMBERS OF THE CALIFO	ORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM
(C	CAMP) - AS ENDORSED	
By STARR I	NDEMNITY & LIABILITY COMPANY	
Endorsement No	. 18	fillen
Date of Issue	JULY 18, 2020 (VD)	By

## NUCLEAR RISKS EXCLUSION CLAUSE

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.
- 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, agricultural, 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;
  - 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 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:

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

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

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of:

Policy No. 1	000233406-04		
Issued to	ARIOUS MEMBERS OF THE CALIFO	ORNIA MUNICIPALITIES AIRCRAFT INSURANCE PRO	GRAM
(0	CAMP) - AS ENDORSED		
By STARR I	INDEMNITY & LIABILITY COMPANY		
Endorsement No	o. 19	Alla	
Date of Issue	JULY 18, 2020 (VD)	Ву	

# TERRORISM EXCLUSION

(Terrorism Risk Insurance Act)

This policy is amended as follows:

This policy does not cover claims caused by any losses, damages, or injuries arising directly or indirectly as a result of any certified "Act of Terrorism" defined by Section 102. Definitions of the Terrorism Risk Insurance Act and any revisions or amendments thereto.

Solely with respect to this endorsement and to ensure compliance with the Terrorism Risk Insurance Act, an "Act of Terrorism" shall mean:

#### (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:
    - an air carrier or vessel defined as one principally based in the United States, on which United States income tax is paid, and whose insurance coverage is subject to regulation in the United States; 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 the Program Trigger.
- (C) Determinations Final Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Timing of certification Not later than 9 months after the report required under section 107 of the Terrorism Risk Insurance Program Reauthorization Act of 2015 is submitted to the appropriate committees of Congress, the Secretary shall issue final rules governing the certification process, including establishing a timeline for which an act is eligible for certification by the Secretary on whether an act is an act of terrorism under this paragraph.
- (E) Nondelegation The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

THE PROVISIONS OF THIS ENDORSEMENT SHALL APPLY SOLELY TO THE TERRORISM RISK INSURANCE ACT, ITS REVISIONS AND/OR AMENDMENTS AND SHALL IN NO WAY CONFLICT WITH THOSE OF AVN48B AND AMENDMENTS THERETO.

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of:

Policy I	No.	1000233406-04
Issued	to	VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM
		(CAMP) - AS ENDORSED
By	STAR	R INDEMNITY & LIABILITY COMPANY

By

Endorsement No.	20	
Date of Issue	JULY 18, 2020 (VD)	

(Authorized Representative)

## EXTENDED COVERAGE ENDORSEMENT

Liability Coverage (Terrorism Risk Insurance Act)

In consideration of an additional premium of \$ INCLUDED , this policy is amended to provide such coverage as is set forth below:

#### (A) EXTENSION OF LIABILITY

Liability coverage as provided under this policy shall be extended to include any accident, incident, occurrence, act or event that is described or defined within the United States Terrorism Risk Insurance Act, such definition for an Act of Terrorism being as set forth in Terrorism Exclusion as attached to this policy.

#### (B) LIMITATION OF LIABILITY

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

Coverage provided by this endorsement is subject to the terms, exclusions, conditions and limitations of the policy to which it is attached.

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of: 1000222406.04

FUNCY NO	1000233400-04		
Issued to	VARIOUS MEMBERS OF THE CALIF	ORNIA MUNICIPALITIE	S AIRCRAFT INSURANCE PROGRAM
	(CAMP) - AS ENDORSED		
By STARR	INDEMNITY & LIABILITY COMPANY	,	
			100
Endorsement N	lo. 21		Kill
Date of Issue	JULY 18, 2020 (VD)	Ву	1 -

(Authorized Representative)

Doliov No

## EXTENDED COVERAGE ENDORSEMENT

## Physical Damage Coverage

(Terrorism Risk Insurance Act)

In consideration of an additional premium of \$ <u>INCLUDED</u>, this policy is amended as follows:

Notwithstanding anything in the policy to the contrary, this endorsement provides the coverages shown below:

#### Loss of or Damage to the Aircraft

The Company will pay for the physical loss of or **physical damage** to any insured **aircraft** unless specifically excluded below that is caused by an **occurrence** during the policy period arising out of the following peril:

Any accident, incident, **occurrence**, act, or event that is described or defined within the United States Terrorism Risk Insurance Act, such definition for an Act of Terrorism being as set forth in Terrorism Exclusion Starr 10055 as attached to this policy.

#### Exclusion

This endorsement will not cover any loss, damage, or expense for any **occurrence** involving the following insured **aircraft** (if any) which the **named insured** has elected not to purchase coverage as stated above:

 Registration
 Year
 Insured Value

 Number
 Make and Model
 Year
 Insured Value

Coverage provided by this endorsement is subject to the terms, exclusions, conditions and limitations of the policy to which it is attached.

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of:

Policy No. 1	1000233406-04	
Issued to	VARIOUS MEMBERS OF THE CALIF	FORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM (CAMP) -
Ā	AS ENDORSED	
By STARR	INDEMNITY & LIABILITY COMPANY	Y
Endorsement N	o. 22	fille
Date of Issue	JULY 18, 2020 (VD)	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 <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No.	1000233406-04	
Issued to	VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM	
	(CAMP) - AS ENDORSED	
By STAR	INDEMNITY & LIABILITY COMPANY	
Endorsement	10. 23 Alle	

	20	
Date of Issue	JULY 18, 2020 (VD)	By

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(Authorized Representative)

# CALIFORNIA CANCELLATION / NONRENEWAL ENDORSEMENT - AVIATION

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.

In consideration of the premium charged, the cancellation clause is replaced with the following:

#### CANCELLATION

The First Named Insured shown in the declarations may cancel the policy by mailing or delivering to the Insurer advance written notice of cancellation.

If the policy has been in effect for more than sixty (60) days or if it is a renewal, effective immediately, the Insurer may not cancel the policy unless such cancellation is based on one or more of the following reasons:

- 1. Nonpayment of premium, including payment due on a prior policy issued by the Insurer and due during the current policy term covering the same risks.
- 2. A judgement by a court or an administrative tribunal that the named Insured has violated any law of this state or of the United States having as one of its necessary elements an act which materially increases any of the risks insured against.
- 3. Discovery of fraud or material misrepresentation by either of the following:
  - a) The Insured or Other Insured(s) or his or her representative in obtaining the insurance; or
  - b) The named Insured or his or her representative in pursuing a claim under the policy.
- 4. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by the named Insured or Other Insured(s) or a representative of same, which materially increase any of the risks insured against.
- 5. Failure by the named Insured or Other Insured(s) or a representative of same to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan if the failure materially increases any of the risks insured against.
- 6. A determination by the commissioner that the loss of, or changes in, an insurer's reinsurance covering all or part of the risk would threaten the financial integrity or solvency of the Insurer.
- 7. A determination by the commissioner that a continuation of the policy coverage could place the Insurer in violation of the laws of this state or the state of its domicile or that the continuation of coverage would threaten the solvency of the Insurer.
- 8. A change by the named Insured or Other Insured(s) or a representative of same in the activities or property of the commercial or industrial enterprise which results in a material added risk, a materially increased risk or a materially changed risk, unless the added, increased, or changed risk is included in the policy.

Notice of cancellation shall be delivered or mailed to the producer of record and the Named Insured at least thirty (30) days prior to the effective date of cancellation. Where cancellation is for nonpayment of premium or fraud, notice shall be given no less than ten (10) days prior to the effective date of cancellation.

If this policy is cancelled, we will send the first named Insured any premium refund due. The refund, if any, will be computed on a pro rata basis. However, the refund may be less than pro rata if we made a loan to you for the purpose of payment of premiums for this policy. The cancellation will be effective even if we have not make or offered a refund.

#### NONRENEWAL

If the Insurer decides not to renew the policy, the Insurer shall mail or deliver to the producer of record and the named Insured notice of nonrenewal at least sixty (60) days but no more than 120 days prior to the end of the policy period. The notice shall contain the reason for nonrenewal of the policy.

#### **RENEWAL**

If a policy has been in effect for more than sixty (60) days or if the policy is a renewal, effective immediately no increase in premium, reduction in limits, or change in the conditions of coverage shall be effective during the policy period unless based upon one of the following reasons:

- 1. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards by the named Insured or Other Insured(s) which materially increase any of the risks or hazards insured against.
- 2. Failure by the named Insured or Other Insured(s) to implement reasonable loss control requirements which were agreed to by the Insured as a condition of policy issuance or which were conditions precedent to the use by the Insurer of a particular rate or rating plan, if the failure materially increases any of the risks insured against.
- 3. A determination by the commissioner that loss of or changes in an insurer's reinsurance covering all or part of the risk covered by the policy would threaten the financial integrity or solvency of the Insurer unless the change in the terms or conditions or rate upon which the premium is based is permitted.
- 4. A change by the named Insured or Other Insured(s) in the activities or property of the commercial or industrial enterprise which results in a materially added risk, a materially increased risk, or materially changed risk, unless the added, increased, or changed risk is included in the policy.

Written notice shall be mailed or delivered to the named Insured and the producer of record at least thirty (30) days prior to the effective date of any increase, reduction or change.

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of:

Policy No.	1000233406-04		
Issued to VARIOUS MEMBERS OF THE CALIFORNIA MUNICIPALITIES AIRC		AIRCRAFT INSURANCE PROGRAM	
-	(CAMP) - AS ENDORSED		
By STAR	R INDEMNITY & LIABILITY COMPANY		
<b>F</b> adaaaaaa <b>a</b>	N- 24		100
Endorsement I	No. 24		ALL S
Date of Issue	JULY 18, 2020 (VD)	Ву	•
			(Authorized Representative)

## DATE RECOGNITION EXCLUSION CLAUSE

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 any duty of the Company 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 <u>JUNE 30, 2020</u> to be attached to and hereby made a part of:

Policy No. 10	00233406-04		
Issued to V	ARIOUS MEMBERS OF THE CALIF	ORNIA MUNICIPALITIE	S AIRCRAFT INSURANCE PROGRAM
(C	AMP) - AS ENDORSED		
By STARR IN	DEMNITY & LIABILITY COMPANY	,	
			100
Endorsement No.	25		Kill Some
Date of Issue	JULY 18, 2020 (VD)	Ву	v —

# AVIATION DATE RECOGNITION ENDORSEMENT WITH LIMITED COVERAGE GRANT AIRCRAFT OPERATORS OPTION 4

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, computer component or other 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:
  - the change of year from 1999 to 2000; and/or
  - the change of date from 21 August 1999 to 22 August 1999; and/or
  - any other 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, computer component or other 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 any duty of the Company to investigate or defend claims shall not apply to any claims so excluded.

HOWEVER, in consideration of the additional premium of \$ <u>INCLUDED</u>, it is hereby understood and agreed that this endorsement shall not apply to:

- 1. any accidental loss of or damage to an aircraft defined in the policy schedule (insured aircraft); and
- 2. any sums which the **Insured** shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the **Insured**) in respect of:
  - (a) accidental **bodily injury** (fatal or otherwise) to **passengers** directly caused by an accident to an insured **aircraft**; and/or
  - (b) loss of or damage to baggage and personal articles of **passengers**, mail and cargo directly caused by an accident to an insured **aircraft**; and/or
  - (c) accidental **bodily injury** (fatal or otherwise) and accidental damage to property directly caused by an insured **aircraft** or by any person or object falling therefrom.

#### PROVIDED THAT:

- 1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, exclusions and cancellation provisions of this Policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the Policy.
- 2. Nothing in this endorsement shall provide any coverage in respect of grounding and/or loss of use of any **aircraft** which has not been physically damaged or destroyed in the accident giving rise to a claim under the Policy.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 30, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

T ONCY INC.	1000200400 04		
Issued to	VARIOUS MEMBERS OF THE CALIFORN	IIA MUNICIPALITIES AIRCRAFT INSURANCE PROG	RAM
	(CAMP) - AS ENDORSED		
By STAR	R INDEMNITY & LIABILITY COMPANY		
		100	
Endorsement	No. 26	Kill Same	
Date of Issue	JULY 18, 2020 (VD)	Ву	

## **MULTIPLE YEAR POLICY ENDORSEMENT**

This policy is amended as follows:

This policy has been issued for consecutive annual periods as shown in the schedule below. All premiums shown on the policy and any endorsements attached hereto have been computed for an annual period or a pro rata part of an annual period.

If this policy is cancelled, the return premium will be calculated (1) in accordance with the provisions of the policy for any partial annual period plus (2) the full annual premium for any subsequent annual periods that have not been earned will be returned to the insured.

The policy numbers and premiums will be payable as follows:

		Payment		
	Policy Period	Policy Number	Due Date	Premium Amount
Year One	JUNE 30, 2020 - JUNE 30, 2021	1000233406-04	JUNE 30, 2020	\$ 2,321,165.
Year Two	JUNE 30, 2021 - JUNE 30, 2022	1000233406-05	JUNE 30, 2021	SEE BELOW

It is agreed that the Year Two premium shall be a 5% increase above Year One rating structure provided the June 30, 2020 - June 30, 2021 loss ratio for this policy is less than forty percent (40%) on March 30, 2021 for the June 30, 2020 - June 30, 2021 policy period.

All other provisions of this policy remain the same.

This endorsement becomes effective_		JUNE 30	, <u>2020</u> to l	be attached	to and hereby	made a	part of:
Policy No.	1000233406-04						
Issued to	VARIOUS MEMBERS OF	THE CALIFORNIA	MUNICIPALITIES	AIRCRAFT	<b>INSURANCE P</b>	ROGRA	M
	(CAMP) - AS ENDORSED	)					

By

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 27

Date of Issue AUGUST 10, 2020 (KP)

(Authorized Representative)

MW01301 (8/20)

This policy is amended as follows:

The Named Insured and/or Address set forth on the Declarations is EXTENDED as follows:

CJPRMA - CITY OF LIVERMORE

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JULY 15, 2020</u> to be attached to and hereby made a part of:

POlicy No.	1000233406-04	
Issued to	VARIOUS MEMBERS OF THE CALIFOI	RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM
	(CAMP) - AS ENDORSED	
By STARR	INDEMNITY & LIABILITY COMPANY	
		100 -
Endorsement N	lo 100	Kill
Date of Issue	AUGUST 12, 2020 (VD)	Ву

# AIRCRAFT DELETION ENDORSEMENT

This policy is amended as follows:

In consideration of a return premium of \$ 7,665. , the following **aircraft** is/are deleted from the policy in its/their entirety:

FAA Cert. Number N215SB

Make & Model BEECH KING AIR 200

AS RESPECTS TO COUNTY OF SAN

BERNARDINO

All other provisions of this policy remain the same.

AUGUST 13, 2020 (VD)

This endorsement becomes effective <u>JULY 15, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

	1000233400-04	
Issued to	VARIOUS MEMBERS OF THE CALIFORNIA	MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM
	(CAMP) - AS ENDORSED	
By STAR	R INDEMNITY & LIABILITY COMPANY	
Endorsement I	No. 102	fille

By

(Authorized Representative)

Date of Issue

This policy is amended as follows:

The Named Insured and/or Address set forth on the Declarations is EXTENDED as follows:

CITY OF SIMI VALLEY

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JULY 1, 2020</u> to be attached to and hereby made a part of:

POLICY NO. 10	00233406-04	
Issued to V	ARIOUS MEMBERS OF THE CALIFOF	RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM
(C.	AMP) - AS ENDORSED	
By STARR IN	DEMNITY & LIABILITY COMPANY	
Endorsement No.	106	fille
Date of Issue	AUGUST 13, 2020 (VD)	By

This policy is amended as follows:

The Named Insured and/or Address set forth on the Declarations is EXTENDED as follows:

CJPRMA - CITY OF OROVILLE

All other provisions of this policy remain the same.

This endorsement becomes effective <u>AUGUST 25, 2020</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

	1000233400-04		
Issued to	VARIOUS MEMBERS OF THE CALIFOR	NIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAI	М
	CAMP) - AS ENDORSED		
By STARR	INDEMNITY & LIABILITY COMPANY		
		100	
Endorsement N	o. 110	Killer	
Date of Issue	SEPTEMBER 8, 2020 (VD)	Ву	

This policy is amended as follows:

The **Named Insured** and/or Address set forth on the Declarations is EXTENDED as follows:

**CJPRMA - CITY OF CORNING** 

All other provisions of this policy remain the same.

OCTOBER 5, 2020 (VD)

This endorsement becomes effective **SEPTEMBER 9**, 2020 to be attached to and hereby made a part of: Policy No. 1000233406-04

Issued to	VARIOUS MEMBERS OF THE CALIFO	RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM
	(CAMP) - AS ENDORSED	
By STAR	R INDEMNITY & LIABILITY COMPANY	
		100
Endorsement	No. 112	Kill
Date of Issue	OCTOBER 5, 2020 (VD)	By

### CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM INDIVIDUAL MEMBER COVERAGE ENDORSEMENT

In consideration of <u>NIL</u> premium of <u>\$289,397</u>, this policy is amended as follows:

Strictly with regard to the specific member listed below, Coverage Limits set forth on the Declarations are amended to read: (Only those Coverages with an amount(s) and/or data below shall be amended.)

Member: COUNTY OF SAN BERNARDINO

#### Section One - Liability Coverages

FAA Cert. Number	Make & Mode	el	Year Built	Seats Crew / Pass	Aircraft Liability Limit
	EFER TO PAGES & F THIS ENDORSE				
Coverage 2 -	Liability for the Use	of <b>Non-Ow</b>	ned Airo	craft	
\$ <u>100,000,</u>	000	_ Each <b>Oc</b> o	currence	9	
Maximum I	Number of Seats:	45			
Reporting	Grace Period:	30	_ conse	cutive days	
			-	cutive days provided for Coverag	ge 1.
This limit is	s part of, and not in	addition to,	the limit	provided for Coverag	ge 1. Temporary Substitute Aircraft
This limit is	s part of, and not in Liability for <b>Properi</b>	addition to, t <b>y Damage</b>	the limit to <b>Non-C</b>	provided for Coverag	-
This limit is Coverage 3 - 1 <u>\$ 100,000,0</u>	s part of, and not in Liability for <b>Propert</b> 000	addition to, t <b>y Damage</b> Each <b>Occu</b>	the limit to <b>Non-C</b> I <b>rrence</b>	provided for Coverag	Temporary Substitute Aircraft
This limit is Coverage 3 - I <u>\$ 100,000,0</u> This limit	s part of, and not in Liability for <b>Propert</b> 000	addition to, t <b>y Damage</b> Each <b>Occu</b> n addition to	the limit to <b>Non-C</b> I <b>rrence</b>	provided for Coverag <b>Dwned Aircraft</b> and	Temporary Substitute Aircraft

Coverage 5 - Passenger Voluntary Settlements for Scheduled Aircraft and Non-Owned Aircraft

A. Settlement Limits:

1. With respect to any Scheduled Aircraft or Temporary Substitute Aircraft:

	Each Non-Crew Member Passenger:	\$ <u>1,000,000.</u>	Each Occurrence
	Each Crew Member:	\$ <u>1,000,000.</u>	Each Occurrence
	2. With respect to any <b>Non-Owned Air</b>	rcraft except a Temporary Subs	titute Aircraft:
	Each Non-Crew Member Passenger:	\$ <u>1,000,000.</u>	Each Occurrence
	Each Crew Member:	\$ <u>1,000,000.</u>	Each Occurrence
	Total All <b>Non-Owned Aircraft Crew</b> <b>Members</b> and Non- <b>Crew Member</b> <b>Passengers</b> Combined:	\$ <u>30,000,000</u>	Each <b>Occurrence</b>
	timum Weekly Indemnity Limit: \$_ senger	Еа	ich
В.	Maximum Indemnity Period:	consecutive we	eks

These limits are part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 6 - Liability for Property Damage to Hangars and Their Contents

<u>\$</u> 10,000,000. \_\_\_\_\_ Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 7 - Liability for Fire Damage to Real Property

**\$**2,000,000 \_\_\_\_\_ Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 8 - Liability for Cargo

\$1,000,000. \_\_\_\_\_ Each Occurrence

Deductible: \$nil \_\_\_\_\_ Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 9 - Liability Under Contractual Agreements

\$<u>100,000,000</u> Each **Occurrence** 

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

#### Coverage 10 - Liability for Personal Injury and IN cluding Advertising Injury

<u>\$100,000,000</u> Each Offense and in the Annual Aggregate

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 11 - Liability For Alcohol Beverage Service

<u>\$100,000,000.</u> Each **Occurrence** 

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 12 - Liability for Incidental Medical Malpractice

\$<u>100,000,000</u> Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 13 - Liability for the Use of Premises

\$<u>100,000,000</u> Each **Occurrence** 

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 14 - Liability for the Operation of Mobile Equipment

<u>\$100,000,000</u> Each **Occurrence** 

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 15 - Liability for the Operation of an Auto while on Airport Premises

\$<u>100,000,000</u> Each **Occurrence** 

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 16 - Liability for the Sale of Aircraft and Aircraft Products and Services

<u>\$100,000,000</u> Each **Occurrence** and in the Annual Aggregate

This limit is part of, and not in addition to, the limit provided for Coverage 13.

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#### Coverage 17 - Liability for Hangarkeeper Operations

\$ <u>1000000</u>		_Each <b>Aircraft</b>	\$ <u>1,000,000</u> .	Each Occurrence
Deductible:	\$ <u>NIL</u>	Each <b>Aircraft</b>	\$ <u>NIL</u>	Each Occurrence
This limit is pa	art of, and not in addition	n to, the limit provide	ed for Coverage	13.
Coverage 18 - Lial	bility for Garagekeeper	Operations		
\$ <u>100,000</u>		Any One Auto	\$ <u>10,000,000.</u>	Any One Loss
Deductible:	\$ <u>NIL</u>	Each Auto		
This limit is pa	art of, and not in addition	n to, the limit provide	ed for Coverage	13.

Section Two - Defense, Settlement and Supplementary Payments

### Section Three - Physical Damage Coverages

Coverage 19 - Physical Damage Coverage for Scheduled Aircraft (including Ingestion and Emergency Landing

			Deductible			
FAA Cert. Number	Make & Model	Insured Value	Not In Motion	In Motion/ Ingestion		
		\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		
	REFER TO PAGES 8 & 9	\$	\$	\$		
	OF THIS ENDORSEMENT	\$	\$	\$		
		\$	\$	\$		
		\$	\$	\$		

Coverage 20 - Physical Damage Coverage for Spare Engines and Spare Parts Including Transit

\$<u>5,000,000.</u> Each **Occurrence** 

Deductible:

Not In Motion \$<u>NIL</u> Each Occurrence

In Motion \$<u>NIL</u>Each Occurrence

Coverage 21 - Automatic Insurance for Increased Value of Scheduled Aircraft or Spare Engines and Spare Parts Maximum Automatic Physical Damage Limit for Scheduled Aircraft: \$15,000,000 any one **aircraft** without prior approval Maximum Automatic Physical Damage Limit for Spare Engines and Spare Parts: \$ 5,000,000. \_\_\_\_\_ without prior approval of the Aviation Managers Coverage 22 - Physical Damage Coverage for Mechanics Tools \$250000 \$250,000 Each Occurrence Each Employee Deductible: \$<u>NIL</u> Each Employee/Each Occurrence This limit is part of, and not in addition to, the limit provided for Coverage 13. Section Four - Additional Coverages Coverage 23 - Temporary Replacement Parts Rental Expense s 500,000 \_\_\_\_\_ Each Loss NIL \_\_\_\_ days Minimum Repair Period: N/A consecutive days Maximum coverage period: Coverage 24 - Replacement Aircraft Rental Expense <u>\$</u> 1,000,000. \_\_\_\_\_ Each Loss NIL \_\_\_\_ days Minimum Repair Period: Maximum coverage period: 120 consecutive days Coverage 25 - Search and Rescue Expenses **\$** 5,000,000. Each Loss Coverage 26 - Runway Foaming and Crash Control Expenses \$ 5,000,000. \_\_\_\_\_ Each Loss Coverage 27 - Trip Interruption Expense Coverage \$ 500,000 \_\_\_\_\_ Each Passenger/Each Loss

Coverage 28 - Automatic Insurance for Newly Acquired Aircraft

Maximum **Physical Damage** Limit \$\_15,000,000 any one **aircraft** without prior approval of the **Aviation Managers.** 

#### Coverage 29 - Lay-Up Credit for Scheduled Aircraft

A pro-rated return of  $\frac{70}{5}$ % of the applicable premium at policy expiration if the **scheduled aircraft** is laid up for <u>15</u> or more consecutive days.

Coverage 30 - Personal Effects and Baggage Expense

\$50,000. Each Passenger

### Section Five - Medical Expenses

Coverage 31 - Medical Payments for Scheduled Aircraft and Non-Owned Aircraft

Α.	With respect to any Scheduled Aircraft or Temporary Substitute Aircraft:	
----	--	--

	Each Non- <b>Crew Memb</b>	er Passenger:	\$ <u>50,000.</u>	_Each Occurrence
	Each Crew Member:		\$ <u>50,000.</u>	_Each Occurrence
В.	With respect to any <b>Nor</b>	n-Owned Aircraft	except a Temporary Substit	ute Aircraft:
	Each Non- <b>Crew Memb</b>	er Passenger:	\$ <u>50,000.</u>	_ Each <b>Occurrence</b>
	Each Crew Member:		\$ <u>50,000.</u>	_Each Occurrence
Covera				
\$ <u>50</u>	0,000.	Each Person	<u></u> \$550,000	Each Occurrence

#### ADDITIONAL COVERAGES

Special Equipment per Starr 10331 limit matches Coverage 1 limit above:

Description Equipment Insured Value
AS HELD ON FILE BY STARR AVIATION AGENCY, INC.

Family Assistance Coverage: \$25,000 per passenger/per occurrence per Starr 10510

#### AGGREGATE LIMITS

Any aggregate limit in the Declarations or any Endorsement to this policy apply individually to each individual member.

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2020 to be attached to and hereby made a part of: Policy No. 1000233406-04

Issued to Various Members of the California Municipalities Aircraft Insurance Program (CAMP) - as endorsed

By

*By* STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 78

Date of Issue JULY 31, 2020 (VLD)

(Authorized Representative)

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Coverage 1 - Liability for **Scheduled Aircraft –** continued

FAA Cert.		Year	Sea	ats	
Number	Make & Model	Built	Cre	w / Pass	Aircraft Liability Limit
N308SB	Bell UH-1H	1969	1	10	\$100,000,000.
N306SB	Bell UH-1H	1971	1	10	\$100,000,000.
N207TF	Cessna T207A	1972	1	4	\$100,000,000.
N214SB	Beech King Air 200	1973	1	9	\$100,000,000.
N823SB	Grand Renaissance Commander	1973	1	10	\$100,000,000.
N307SB	Bell 212	1976	1	10	\$100,000,000.
N215SB	Beech King Air 200	1978	1	9	\$100,000,000.
N808SB	MD500E	1984	1	5	\$100,000,000.
N631SB	Eurocopter AS350B3	2005	1	5	\$100,000,000.
N633SB	Eurocopter AS350B3	2005	1	5	\$100,000,000.
N835SB	Airbus AS350B3	2016	1	5	\$100,000,000.
N836SB	Airbus AS350B3	2016	1	5	\$100,000,000.
N16PW	Air Van	2014	1	5	\$100,000,000.
N62619	Bell UH-1H	1969	1	10	\$100,000,000.
N121CA	Beech King Air 200	1976	1	9	\$100,000,000.
N833SB	Airbus AS350B3	2017	1	5	\$100,000,000.
N834SB	Airbus AS350B3	2017	1	5	\$100,000,000.
N831SB	Airbus AS350B3	2018	1	5	\$100,000,000.
N832SB	Airbus AS350B3	2018	1	5	\$100,000,000.
N265PW	G Air Vane	2018	1	5	\$100,000,000.

Coverage 19 - **Physical Damage** Coverage for **Scheduled Aircraft** (including **Ingestion** and Emergency Landing – continued

			Deducti	ble
FAA Cert Number	. Make & Model	Insured Value	Not <b>In Motion</b>	In Motion/ Ingestion
N308SB	Bell UH-1H	NOT COVERED	N/A	N/A
N306SB	Bell UH-1H	NOT COVERED	N/A	N/A
N207TF	Cessna T207A	\$ 332,000.	NIL	NIL
N214SB	Beech King Air 200	\$ 1,000,000.	NIL	NIL
N823SB	Grand Renaissance Commander	\$ 2,075,000.	NIL	NIL
N307SB	Bell 212	\$ 1,324,000.	NIL	NIL
N215SB	Beech King Air 200	\$ 1,200,000.	NIL	NIL
N808SB	MD500E	NOT COVERED	N/A	N/A
N631SB	Eurocopter AS350B3	\$ 2,001,680.	NIL	NIL
N633SB	Eurocopter AS350B3	\$ 2,001,680.	NIL	NIL
N835SB	Airbus AS350B3	\$ 4,460,515.	NIL	NIL
N836SB	Airbus AS350B3	\$ 4,460,515.	NIL	NIL
N165PW	Air Van	\$ 800,000.	NIL	NIL

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FAA Cert. Number	Make & Model	Insured Value	Deduct Not <b>In Motion</b>	ible In Motion/ Ingestion
N62619	Bell UH-1H	NOT COVERED	N/A	N/A
N121CA	Beech King Air 200	\$ 1,200,000.	NIL	NIL
N833SB	Airbus AS350B3	\$ 4,927,700.	NIL	NIL
N834SB	Airbus AS350B3	\$ 4,927,700	NIL	NIL
N831SB	Airbus AS350B3	\$ 5,068,328.	NIL	NIL
N832SB	Airbus AS350B3	\$ 5,068,328.	NIL	NIL
N265PW	G Air Vane	\$ 1,504,614.	NIL	NIL

This policy is amended as follows:

The Named Insured and/or Address set forth on the Declarations is EXTENDED as follows:

CITY OF TORRANCE

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 3, 2021</u> to be attached to and hereby made a part of:

Policy No. $10$	100233400-04		
Issued to V	ARIOUS MEMBERS OF THE CALIFO	RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM	1
(C	AMP) - AS ENDORSED		
By STARR I	NDEMNITY & LIABILITY COMPANY		
		100	
Endorsement No.	. 156	Kille	
Date of Issue	JUNE 4, 2021 (VD)	Ву	

## PREMIUM AMENDMENT ENDORSEMENT

This policy is amended as follows:

It is agreed that A RETURN PREMIUM OF \$355,402. SHALL APPLY AS RESPECTS TO THE ANNUAL LAY-UP ADJUSTMENT AS HELD ON FILE BY STARR AVIATION AGENCY, INC.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 29, 2021</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

Issued to	VARIOUS MEMBERS OF THE CALIFO	RNIA MUNICIPALITIE	S AIRCRAFT INSURANCE PROGRAM
	(CAMP) - AS ENDORSED		
By STARR	INDEMNITY & LIABILITY COMPANY		
			100
Endorsement N	No. 241		Kill
Date of Issue	JULY 26, 2021 (VD)	Ву	1 -

# PREMIUM AMENDMENT ENDORSEMENT

This policy is amended as follows:

It is agreed that A PROFIT COMMISSION OF \$229,192. SHALL APPLY.

All other provisions of this policy remain the same.

This endorsement becomes effective <u>JUNE 29, 2021</u> to be attached to and hereby made a part of: Policy No. 1000233406-04

Issued to	VARIOUS MEMBERS OF THE CALIFOR	RNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM	
_	(CAMP) - AS ENDORSED		
By STAR	R INDEMNITY & LIABILITY COMPANY		
		100	
Endorsement N	No. 242	Killer	
Date of Issue	JULY 26, 2021 (VD)	Ву	

### **MULTIPLE YEAR POLICY ENDORSEMENT**

This policy is amended as follows:

This policy has been issued for consecutive annual periods as shown in the schedule below. All premiums shown on the policy and any endorsements attached hereto have been computed for an annual period or a pro rata part of an annual period.

If this policy is cancelled, the return premium will be calculated (1) in accordance with the provisions of the policy for any partial annual period plus (2) the full annual premium for any subsequent annual periods that have not been earned will be returned to the insured.

The policy numbers and premiums will be payable as follows:

			Payment	
	Policy Period	Policy Number	Due Date	Premium Amount
Year One	JUNE 30, 2021 - JUNE 30, 2022	1000233406-05	JUNE 30, 2021	\$ 2,950,806.00
Year Two	JUNE 30, 2022 - JUNE 30, 2023	1000233406-06	JUNE 30, 2022	SEE BELOW

It is agreed that the renewal premium shall be a zero percent (0%) increase on expiring rates provided the June 30, 2021 - June 30, 2022 loss ratio for this policy is less than forty percent (40%) on March 20, 2022 for the June 30, 2021 - June 30, 2022 policy period.

All other provisions of this policy remain the same.

This endors	ement becomes effective_	JUNE 30	<u>, 2021</u> to b	e attached	to and hereby	made a	a part of:
Policy No.	1000233406-05						
Issued to	VARIOUS MEMBERS OF	THE CALIFORNIA	MUNICIPALITIES	AIRCRAFT	INSURANCE P	ROGRA	M
	(CAMP) - AS ENDORSED	)					

By

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 243

Date of Issue <u>SEPTEMBER 9, 2021 (KP)</u>

MW01448 (9/21)

### CALIFORNIA MUNICIPALITIES AIRCRAFT INSURANCE PROGRAM INDIVIDUAL MEMBER COVERAGE ENDORSEMENT

In consideration of <u>NIL</u> premium of \$<sup>295,476.</sup>, this policy is amended as follows:

Strictly with regard to the specific member listed below, Coverage Limits set forth on the Declarations are amended to read: (Only those Coverages with an amount(s) and/or data below shall be amended.)

Member: COUNTY OF SAN BERNARDINO

#### Section One - Liability Coverages

FAA Cert. Number	Make & Mod	el	Year Built	Seats Crew / Pass	Aircraft Liability Limit
	EFER TO PAGES : E THIS ENDORSE				
Coverage 2 - I	Liability for the Use	e of <b>Non-Ov</b>	vned Aire	craft	
\$ <u>100,000,0</u>	000	_ Each <b>Oc</b>	currence	3	
Maximum I	Number of Seats:	45			
Reporting (	Grace Period:	30	_ conse	cutive days	
This limit is	part of, and not in	addition to,	the limit	provided for Coverag	e 1.
Coverage 3 - I	Liability for <b>Proper</b>	ty Damage	to Non-C	Dwned Aircraft and T	Cemporary Substitute Aircraft
\$ <u>100,000,0</u>	000	Each Occi	urrence		
This limit	is part of, and not i	in addition t	o, the lim	it provided for Covera	age 2.
Coverage 4 - I	Liability for Charter	Referral			
<mark>\$</mark> 100,000,0	000	Each Occ	urrence		
				it provided for Covera	ane 1

Coverage 5 - Passenger Voluntary Settlements for Scheduled Aircraft and Non-Owned Aircraft

A. Settlement Limits:

1. With respect to any Scheduled Aircraft or Temporary Substitute Aircraft:

Each Non-Crew Member Passenger:	\$ <u>1,000,000.</u>	Each Occurrence
Each Crew Member:	\$ <u>1,000,000.</u>	Each Occurrence
2. With respect to any Non-Owned Air	craft except a Temporary Subs	titute Aircraft:
Each Non-Crew Member Passenger:	\$ <u>1,000,000.</u>	Each Occurrence
Each Crew Member:	\$ <u>1,000,000.</u>	Each Occurrence
Total All <b>Non-Owned Aircraft Crew</b> <b>Members</b> and Non- <b>Crew Member</b> <b>Passengers</b> Combined:	\$ <u>30,000,000</u>	Each <b>Occurrence</b>
Maximum Weekly Indemnity Limit: \$_ Passenger	Еа	ich
B. Maximum Indemnity Period:	consecutive we	eks

These limits are part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 6 - Liability for Property Damage to Hangars and Their Contents

<u>\$</u>10,000,000. \_\_\_\_\_ Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 7 - Liability for Fire Damage to Real Property

\$2,000,000 \_\_\_\_\_ Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 8 - Liability for Cargo

\$1,000,000. Each Occurrence

Deductible: \$nil Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 9 - Liability Under Contractual Agreements

\$100,000,000 Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

### Coverage 10 - Liability for **Personal Injury** and <u>IN</u> cluding **Advertising Injury**

<u>\$100,000,000</u> Each Offense and in the Annual Aggregate

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 11 - Liability For Alcohol Beverage Service

\$<u>100,000,000.</u> Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 12 - Liability for Incidental Medical Malpractice

\$100,000,000 Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 13 - Liability for the Use of Premises

\$<u>100,000,000</u> Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 1 or 2, whichever applies to the loss.

Coverage 14 - Liability for the Operation of Mobile Equipment

\$<u>100,000,000</u> Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 15 - Liability for the Operation of an Auto while on Airport Premises

\$<u>100,000,000</u> Each **Occurrence** 

This limit is part of, and not in addition to, the limit provided for Coverage 13.

Coverage 16 - Liability for the Sale of Aircraft and Aircraft Products and Services

\$100,000,000 Each Occurrence and in the Annual Aggregate

This limit is part of, and not in addition to, the limit provided for Coverage 13.

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Coverage 17 - Liability for Hangarkeeper Operations

\$ <u>1000000</u>	Each Aircraft	\$ <u>1,000,000.</u>	Each Occurrence			
Deductible: \$ <u>NIL</u>	Each Aircraft	\$ <u>NIL</u>	Each Occurrence			
This limit is part of, and not in addition to, the limit provided for Coverage 13.						
Coverage 18 - Liability fo	r Garagekeeper Operations					
\$ <u>100,000</u>	Any One Auto	\$ <u>10,000,000.</u>	Any One Loss			
Deductible: \$ <u>NIL</u>	Each Auto					
This limit is part of,	and not in addition to, the limit provid	ded for Coverage	13.			

Section Two - Defense, Settlement and Supplementary Payments

Section Three - Physical Damage Coverages

Coverage 19 - Physical Damage Coverage for Scheduled Aircraft (including Ingestion and Emergency Landing

			Deductible		
FAA Cert. Number	Make & Model	Insured Value	Not In Motion	In Motion/ Ingestion	
		\$	\$	\$	
		\$	\$	\$	
	REFER TO PAGES 8 & 9	\$	\$	\$	
		\$	\$	\$	
	OF THIS ENDORSEMENT	\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	

Coverage 20 - Physical Damage Coverage for Spare Engines and Spare Parts Including Transit

\$<u>5,000,000.</u> Each Occurrence

Deductible:

Not In Motion \$NIL Each Occurrence

In Motion \$NIL Each Occurrence

Coverage 21 - Automatic Insurance for Increased Value of **Scheduled Aircraft** or **Spare Engines** and **Spare Parts** 

Maximum Automatic Physical Damage Limit for Scheduled Aircraft:

\$15,000,000 any one aircraft without prior approval

Maximum Automatic Physical Damage Limit for Spare Engines and Spare Parts:

\$5,000,000. without prior approval of the Aviation Managers

Coverage 22 - Physical Damage Coverage for Mechanics Tools

\$250000 Each Employee \$250,000 Each Occurrence

Deductible: \$<u>NIL</u> Each Employee/Each Occurrence

This limit is part of, and not in addition to, the limit provided for Coverage 13.

#### Section Four - Additional Coverages

Coverage 23 - Temporary Replacement Parts Rental Expense

\$<u>500,000</u> Each Loss

Minimum Repair Period: <u>NIL</u> days

Maximum coverage period: <u>N/A</u> consecutive days

Coverage 24 - Replacement Aircraft Rental Expense

\$<u>1,000,000</u>. Each Loss

Minimum Repair Period: <u>NIL</u> days

Maximum coverage period: <u>120</u> consecutive days

Coverage 25 - Search and Rescue Expenses

\$<u>5,000,000.</u> Each Loss

Coverage 26 - Runway Foaming and Crash Control Expenses

\$<u>5,000,000.</u> Each Loss

Coverage 27 - Trip Interruption Expense Coverage

\$500,000 Each Passenger/Each Loss

Coverage 28 - Automatic Insurance for Newly Acquired Aircraft

Maximum **Physical Damage** Limit \$\_15,000,000 any one **aircraft** without prior approval of the **Aviation Managers.** 

### Coverage 29 - Lay-Up Credit for Scheduled Aircraft

A pro-rated return of  $\frac{70}{5}$ % of the applicable premium at policy expiration if the **scheduled aircraft** is laid up for <u>15</u> or more consecutive days.

#### Coverage 30 - Personal Effects and Baggage Expense

\$50,000. Each Passenger

### Section Five - Medical Expenses

Coverage 31 - Medical Payments for Scheduled Aircraft and Non-Owned Aircraft

Α.	With respect to any Scheduled Aircraft or Temporary Substitute Aircraft:	

	Each Non-Crew Memb	er Passenger:	\$ <u>50,000.</u>	_ Each <b>Occurrence</b>	
	Each Crew Member:		\$ <u>50,000.</u>	_ Each <b>Occurrence</b>	
В.	With respect to any Non-Owned Aircraft except a Temporary Substitute Aircraft:				
	Each Non-Crew Membe	er Passenger:	\$ <u>50,000.</u>	_ Each <b>Occurrence</b>	
	Each Crew Member:		\$ <u>50,000.</u>	_ Each <b>Occurrence</b>	
Coverage 32 - Premises Medical Payments					
\$ <u>50,000.</u>		Each Person	<u></u> \$550,000	. Each <b>Occurrence</b>	

#### ADDITIONAL COVERAGES

Special Equipment per Starr 10331 limit matches Coverage 1 limit above:

Description Equipment Insured Value AS HELD ON EILE BY STARR AVIATION AGENCY, INC

Family Assistance Coverage: \$25,000 per passenger/per occurrence per Starr 10510

AGGREGATE LIMITS

Any aggregate limit in the Declarations or any Endorsement to this policy apply individually to each individual member.

All other provisions of this policy remain the same.

This endorsement becomes effective JUNE 30, 2021 to be attached to and hereby made a part of: Policy No. 1000233406-05

*Issued to* Various Members of the California Municipalities Aircraft Insurance Program (CAMP) - as endorsed

By

By STARR INDEMNITY & LIABILITY COMPANY

Endorsement No. 216

Date of Issue JULY 13, 2021 (VLD)

(Authorized Representative)

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Coverage 1 - Liability for **Scheduled Aircraft –** continued

FAA Cert.		Year	Sea	ts	
Number	Make & Model	Built	Crev	w / Pass	Aircraft Liability Limit
N308SB	Bell UH-1H	1969	1	10	\$100,000,000.
N306SB	Bell UH-1H	1971	1	10	\$100,000,000.
N207TF	Cessna T207A	1972	1	4	\$100,000,000.
N214SB	Beech King Air 200	1973	1	9	\$100,000,000.
N823SB G	Grand Renaissance Commander	1973	1	10	\$100,000,000.
N307SB	Bell 212	1976	1	10	\$100,000,000.
N808SB	MD500E	1984	1	5	\$100,000,000.
N631SB	Eurocopter AS350B3	2005	1	5	\$100,000,000.
N633SB	Eurocopter AS350B3	2005	1	5	\$100,000,000.
N835SB	Airbus AS350B3	2016	1	5	\$100,000,000.
N836SB	Airbus AS350B3	2016	1	5	\$100,000,000.
N16PW	Air Van	2014	1	5	\$100,000,000.
N62619	Bell UH-1H	1969	1	10	\$100,000,000.
N121CA	Beech King Air 200	1976	1	9	\$100,000,000.
N833SB	Airbus AS350B3	2017	1	5	\$100,000,000.
N834SB	Airbus AS350B3	2017	1	5	\$100,000,000.
N831SB	Airbus AS350B3	2018	1	5	\$100,000,000.
N832SB	Airbus AS350B3	2018	1	5	\$100,000,000.
N265PW	G Air Vane	2018	1	5	\$100,000,000.

Coverage 19 - **Physical Damage** Coverage for **Scheduled Aircraft** (including **Ingestion** and Emergency Landing – continued

			Deductible	
FAA Cert Number	. Make & Model	Insured Value	Not In Motion	In Motion/ Ingestion
N308SB	Bell UH-1H	NOT COVERED	N/A	N/A
N306SB	Bell UH-1H	NOT COVERED	N/A	N/A
N207TF	Cessna T207A	\$ 332,000.	NIL	NIL
N214SB	Beech King Air 200	\$ 1,000,000.	NIL	NIL
N823SB	Grand Renaissance Commander	\$ 2,075,000.	NIL	NIL
N307SB	Bell 212	\$ 1,324,000.	NIL	NIL
N808SB	MD500E	NOT COVERED	N/A	N/A
N631SB	Eurocopter AS350B3	\$ 2,001,680.	NIL	NIL
N633SB	Eurocopter AS350B3	\$ 2,001,680.	NIL	NIL
N835SB	Airbus AS350B3	\$ 4,460,515.	NIL	NIL
N836SB	Airbus AS350B3	\$ 4,460,515.	NIL	NIL
N165PW	Air Van	\$ 800,000.	NIL	NIL

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FAA Cert. Number	Make & Model	Insured Value	Deducti Not <b>In Motion</b>	ble In Motion/ Ingestion
N62619	Bell UH-1H	NOT COVERED	N/A	N/A
N121CA	Beech King Air 200	\$ 1,200,000.	NIL	NIL
N833SB	Airbus AS350B3	\$ 4,927,700.	NIL	NIL
N834SB	Airbus AS350B3	\$ 4,927,700.	NIL	NIL
N831SB	Airbus AS350B3	\$ 5,068,328.	NIL	NIL
N832SB	Airbus AS350B3	\$ 5,068,328.	NIL	NIL
N265PW	G Air Vane	\$ 1,504,614.	NIL	NIL



**INSURANCE COMPANIES** 

# 3353 Peachtree Road, N.E. Suite 1000 Atlanta, GA 30326 (Phone) 404-946-1400 (Fax) 404-946-1497

In the event of a claim, please submit your notice of loss to the following email inbox which will generate a return email with your claims adjustor, contact information and claim number within 24 hours:

lossnotice@starrcompanies.com

In the event of a claim emergency, please contact:

Jeffrey Greenawalt: Cell: (214) 223-0202

Or

Jacy Watt: Cell: (404) 401-8851 Office: (404) 946-1414