

# OLD REPUBLIC INSURANCE COMPANY



## Aircraft Insurance Policy



**OLD REPUBLIC AEROSPACE, INC.**

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## AVIATION POLICY

### POLICY PROVISIONS—FORM - AV2

Old Republic Insurance Company, a stock insurance company (hereinafter called the Company), in consideration of payment of the premium and in reliance upon the statements in the Declarations and subject to the Limits of Liability, Exclusions, Conditions and all other terms of the Policy, agrees with the Named Insured identified in the Declarations Page herein as follows:

#### INSURING AGREEMENTS

##### I. LIABILITY COVERAGES

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

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

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

Coverage D—Single Limit Bodily Injury and Property Damage Liability-To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury sustained by any person (excluding any passenger unless-the words "Including Passengers" appear in Item 4 of the Declarations) and property damage.

caused by an occurrence and arising out of the ownership, maintenance or use of the aircraft; and if the purpose of use stated in Item 7 of the Declarations is "Pleasure and Business" Coverages A, B and D shall apply to an occurrence arising out of the maintenance or use of the premises in or upon which the aircraft is stored.

##### II. EXPENSES FOR MEDICAL SERVICES COVERAGE

Coverage E—Expenses for Medical Services-To pay all reasonable medical expense incurred within one year from the date of injury, to or for each passenger who sustains bodily injury caused by an occurrence, provided the aircraft is being used by or with the express permission of the Named Insured.

##### III. PHYSICAL DAMAGE COVERAGES

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

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

##### IV. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

Coverages A, B, C, and D

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

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

- (a) all expenses incurred by the Company, all costs taxed against the Insured in any suit defended by the Company and all interest accruing after judgment upon that portion of the judgment falling within the Policy limits before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy and the cost of bail bonds required of the Insured because of an occurrence or violation of law or a regulation for civil aviation arising out of the use of the aircraft, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) all reasonable expenses incurred by the Insured at the Company's request, other than for loss of earnings or for wages or salaries of employees of the Insured.

#### **V. POLICY PERIOD, TERRITORY (All Coverages)**

This policy applies only to bodily injury or property damage which occurs, and to physical damage losses to the aircraft which are sustained during the policy period, while the aircraft is within the United States of America, Canada or Mexico, or while being transported between ports thereof.

#### **VI. TWO OR MORE AIRCRAFT**

All Coverages

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

### **SPECIAL INSURING AGREEMENTS**

**(APPLICABLE ONLY IF THE PURPOSE OF USE SHOWN IN ITEM 7 IS LIMITED TO PLEASURE AND BUSINESS)**

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

Solely with respect to the liability of the Named Insured: While an aircraft described in Item 5 of the Declarations is withdrawn from normal use because of its breakdown, repair, servicing, loss or destruction, such insurance as is afforded under Coverages A, B, C, D and E is extended to apply with respect to the use, by or on behalf of the Named Insured of any other aircraft bearing a "Standard" airworthiness certificate, not owned in whole or in part by the Named Insured, while temporarily used as a substitute therefor.

In the event that the aircraft has a passenger capacity greater than that of any aircraft listed in the Declarations, then the Company's liability under Coverage D for passenger claims shall be determined in accordance with the provisions of the "Limit of Company's Liability" section of this policy, as if the aircraft involved had the same seating capacity as that aircraft listed in the Declarations which has the greatest seating capacity.

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

If the Named Insured is one individual or, one individual and spouse, such insurance as is afforded under Coverages A, B, C, D and E with respect to the aircraft described in Item 5 of the Declarations is extended to apply with respect to the use, by or on behalf of the Named Insured, of any other aircraft bearing a "Standard" airworthiness certificate not owned in whole or in part by, or furnished for regular use to, such Named Insured and spouse. The insurance provided by this Agreement shall apply only to the Named Insured and spouse.

In the event that the aircraft has a passenger capacity greater than that of any aircraft listed in the Declarations, then the Company's liability under Coverage D for passenger claims shall be determined in accordance with the provisions of the "Limit of Company's Liability" section of this policy, as if the aircraft involved had the same seating capacity as that aircraft listed in the Declarations which has the greatest seating capacity.

#### **III. AUTOMATIC INSURANCE FOR NEWLY ACQUIRED AIRCRAFT (Coverages A, B, C, D and E)**

If the Named Insured acquires ownership of an aircraft having a Standard Airworthiness Certificate in addition to the aircraft described in Item 5 of the Declarations and within thirty days thereafter reports such acquisition to the Company, then the insurance afforded by Coverages A, B, C, D and E shall apply to such additional aircraft as of the time of such acquisition, provided the Company insured all other aircraft owned in whole or in part by the Named Insured on such acquisition date. Unless the Named Insured and the Company agree otherwise the coverages and limits of liability pertaining to said additional aircraft shall be the same as is provided for that aircraft which is described in Item 5 of the Declarations having the greater passenger carrying capacity. The Named Insured shall pay any additional premium required because of the application of this insurance to such other aircraft. All coverages provided by this Agreement shall cease to apply upon expiration of the policy to which it is attached.



## EXCLUSIONS

This policy does not apply:

1. To any Insured while the aircraft is in flight with the knowledge and consent of such Insured or of any executive officer, partner, or managing agent of such Insured for any unlawful purpose, or any purpose not designated in the Declarations.
2. To any Insured while the aircraft is in flight
  - (a) if piloted by other than the pilot or pilots designated in the Declarations;
  - (b) if piloted by a pilot not properly certificated, qualified and rated under the current applicable Federal Aviation Regulations for the operation involved, whether or not said pilot is designated in the Declarations;
  - (c) if the Airworthiness Certificate of the aircraft is not in full force and effect;
  - (d) If the aircraft has not been subjected to appropriate airworthiness inspection(s) as required under current applicable Federal Aviation Regulations for the operations involved.
3. To any loss, injury or damage arising from war, invasion, civil war, revolution, rebellion, insurrection or warlike operations, whether there be a declaration of war or not.
4. To any loss or damage due to radioactive contamination.
5. Under Coverages A, B, C, D and E
  - (a) to liability assumed by the Insured under any contract or agreement, but this exclusion 5(a) does not apply to the assumption by the Named Insured of the liability of others for bodily injury or property damage in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility;
  - (b) to an Insured under this policy who is also an Insured under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the occurrence resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such occurrence notwithstanding such contract has terminated upon exhaustion of its limit of liability;
  - (c)
    - (i) To claims directly or indirectly occasioned by, happening through or in consequence of:
      1. noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
      2. pollution and contamination of any kind whatsoever,
      3. electrical and electromagnetic interference,
      4. interference with the use of property,unless caused by a crash or collision of aircraft or a recorded in flight emergency causing abnormal aircraft operation.
    - (ii) 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:
      1. claims excluded by paragraph (c) (i) or
      2. a claim or claims covered by the policy when combined with any claims excluded by paragraph (c) (i) referred to below as "Combined Claims".
    - (iii) In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items which may be allocated to the claim or claims covered by the policy:
      1. damages awarded against the Insured and
      2. defense fees and expenses incurred by the Insured.
  - (d) To claims in respect of death, bodily injury, illness or disease of any person or persons and/or damage to or destruction of property caused by or resulting from the use by the Insured or his agent of any forms of chemical dispersed from the aircraft.

6. Under Coverages A, C and D
  - (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
  - (b) to bodily injury to any employee of the Named Insured arising out of and in the course of his employment by such Named Insured;
  - (c) to bodily injury or death of any person who is a Named Insured.
7. Under Coverages B and D to property damage to property owned, occupied, rented or used by, or in the care, custody or control of the Insured or carried in or on any aircraft, but this exclusion does not apply, as respects the Named Insured, to:
  - (a) damages not exceeding \$250 for damage or loss of the personal effects and baggage of any guest passenger in any one occurrence; or
  - (b) damages not exceeding \$1,000 any one occurrence for damage to hangars not owned by the Named Insured.
8. Under Coverages F and G
  - (a) to loss or damage due to conversion, embezzlement or secretion by any person in possession of the aircraft under a bailment, lease, rental agreement, conditional sale, purchase agreement, mortgage or other encumbrance, nor for any loss or damage during or resulting therefrom;
  - (b) to wearing apparel and other personal effects;
  - (c) to loss or damage which is due and confined to wear and tear, deterioration, freezing, mechanical, hydraulic, pneumatic, structural or electrical breakdown or failure, or to tires unless damaged by fire or stolen, unless any such loss or damage is the direct result of other physical damage covered by this policy;
  - (d) to loss or damage arising from capture, confiscation, seizure, arrest, restraint or detention or the consequences thereof or of any attempt there at, or any taking of the property insured or damage to or destruction thereof by any government or governmental authority or agent (whether secret or otherwise) or by any military, naval or usurped power, whether any of the foregoing be done by way of requisition or otherwise and whether in time of peace or war and whether lawful or unlawful;
  - (e) damage to turbine engines caused by excessive heat which results from operations, attempted operation or shutdown of the engine.

#### **LIMIT OF COMPANY'S LIABILITY**

#### **ALL COVERAGES (Other Insurance)**

Except with respect to insurance afforded by Special Insuring Agreements I and II and to insurance specifically purchased by the Named Insured to apply in excess of this policy, if there is other insurance in the Insured's name or otherwise, against loss, liability or expense covered by this policy, the Company shall not be liable under this policy for a greater proportion of such loss, liability or expense than the applicable limit of the Company's liability bears to the total applicable limit of liability of all valid and collectible insurance against such loss, liability or expense. Insurance afforded by Special Insuring Agreements I and II shall be excess insurance over any other valid and collectible insurance available to the Insured, either as Insured under a policy applicable to the aircraft or otherwise and if such other insurance shall have been written through the Company as primary insurance, then the Company's limit of Liability under this policy shall be reduced by the applicable limits of such other policy.

#### **COVERAGES A, B, C AND D (Total Liability)**

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

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

Coverage B. The total liability of the Company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of liability stated in the Declarations as applicable to "each occurrence".

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

And further provided that if the Declarations are completed to show "passenger liability limited to", the total liability of the Company for all damages, including damages for care and loss of service because of bodily injury to passengers shall not exceed:

- (a) as respects any one passenger, the amount stated in the Declarations as applicable to "each person," regardless of the number of persons bringing a claim.
- (b) as respects two or more passengers, subject to the above provisions respecting any one passenger, the amount stated in the Declarations as applicable to "each person" multiplied by the number of passengers on board the aircraft or by the number of passenger seats as stated in Item 5 for aircraft involved (whichever is less), but in no event shall the Company's Liability for all bodily injury (including passenger bodily injury) and property damage exceed the limits stated in the Declarations as applicable to "each occurrence".

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

#### **COVERAGES A, B, C AND D (Severability of Interests)**

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

#### **COVERAGE E (Total Liability)**

The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all medical expenses incurred by or on behalf of each person who sustains bodily injury, sickness, or disease, including death resulting therefrom, in any one occurrence. The limit of liability stated in the Declarations for Coverage E as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the Company's liability for all expenses incurred by or on behalf of two or more persons who sustain bodily injury, sickness or disease, including death resulting therefrom in any one such occurrence.

#### **COVERAGE F AND G (Total Liability)**

With respect to total loss, the Company will pay the insured value of the aircraft, as stated in the Declarations, subject to any applicable deductible.

With respect to partial loss, the Company will pay, subject to any applicable deductible as hereinafter provided:

- (1) If repairs are made by other than the Named Insured, the cost to repair the damaged property with material of like kind and quality (excluding any charges for overtime), plus the cost of the least expensive, reasonable method of transporting new and/or damaged parts and/or damaged aircraft to the place of repair and the return of the repaired aircraft to the place where the loss occurred or the place where the aircraft is regularly based, whichever is nearer;
- (2) if repairs are made by the Named Insured, the total of the following:
  - (a) actual cost to the Insured of material of like kind and quality;
  - (b) actual wages paid for labor, excluding any overtime;
  - (c) 100% of item (b) in lieu of overhead and supervisory services;
  - (d) cost of the least expensive, reasonable method of transporting new and/or damaged parts and/or damaged aircraft to the place of repair and the return of the repaired aircraft to the place where the loss occurred or the place where the aircraft is regularly based, whichever is nearer.

The amount due under this policy with respect to partial loss shall in no event exceed the amount due were the loss payable as a total loss. In any event, when the amount paid or payable hereunder is equal to the amount payable as a total loss, any Salvage value remaining shall inure to the benefit of the Company. Equipment installed in the aircraft subsequent to the effective date of coverage shall be considered a part of the aircraft, and the salvage value thereof shall inure to the benefit of the Company. There shall, however, be no abandonment of any damaged property without the consent of the Company.

If the loss is due to theft, the Company shall have the right to return the stolen property at any time prior to actual payment of the claim hereunder, with payment for any physical damage sustained thereto.

## DEFINITIONS

When appearing in this policy:

“Aircraft” means the aircraft described in the Declarations or any Aircraft qualifying under the provisions of the Special Insuring Agreements and shall include propulsion systems, operating, navigation and radio equipment usually attached thereto, and parts and repair equipment which are standard for the make and type of aircraft. Parts temporarily detached from the aircraft which have not been replaced by other similar parts shall be deemed part of the aircraft. Aviation fuel shall not be deemed part of the aircraft.

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

“Charter” means used principally in the business of the Insured, including passenger or freight carrying for hire or reward and Pleasure and Business uses, but excluding instruction of or rental to others.

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

“Disappearance” means missing and not reported by sixty days after commencing the last known flight.

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

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

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

“Instruction and Rental” means used principally in the business of the Insured, including Pleasure and Business, student instruction and rental to others for the purpose of Pleasure and Business uses, but excluding passenger or freight carrying for hire or reward.

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

- (a) to any employee with respect to bodily injury, sickness, disease or death of another employee of the same employer injured in the course of such employment;
- (b) To any person or organization or to any agent or employee thereof (other than any employee of the Named Insured while acting in the scope and course of his employment by the Named Insured) engaged in the manufacture or sale of aircraft, aircraft engines or aircraft accessories or in the operating of an aircraft repair shop, airport, hangar, aircraft sales agency, aircraft rental service, commercial flying service or flying school with respect to any occurrence arising out of such manufacture, sale or operations;
- (c) to any person (other than any employee of the Named Insured while acting in the scope and course of his employment by the Named Insured) engaged in providing flight instruction for hire or reward;
- (d) to any person operating the aircraft who has paid or agreed to pay the Named Insured for the use of said aircraft;
- (e) to the owner or lessor, or any agent or employee thereof, of any aircraft which is the subject of the provisions of Special Insuring Agreements I and II.

“Medical Expense” means expenses for necessary medical, surgical x-ray or dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services, but excluding monuments, head stones or burial plots.

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

“Occurrence” means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage during the policy period neither expected nor intended from the standpoint of the Insured, but the definition shall not be construed so as to preclude coverage for bodily injury or property damage resulting from efforts to prevent dangerous interference with the operation of the aircraft.

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



“Passenger” means any person in, on, or boarding the aircraft for the purpose of riding or flying therein or alighting therefrom after a flight or attempted flight therein, including pilot(s) or crew member(s).

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

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

- (1) Fuel, oil, lubricants, and other additives
- (2) Expenses of the crew, including food, lodging, and ground transportation, but excluding salary or wages
- (3) Hangar and tie-down costs away from the aircraft’s base of operation
- (4) Insurance obtained for the specific flight
- (5) Landing fees and similar assessments
- (6) Customs, foreign permit, and similar fees directly related to the flight
- (7) In flight food and beverages

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

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

“Total Loss” means any physical damage loss for which the “cost to repair” when added to the “salvage value” (the value of the aircraft after physical damage and prior to repairs) equals or exceeds the Insured Value of the aircraft as set forth in item 5 of the Declarations. Disappearance or theft of the entire aircraft shall be considered as a total loss.

## **CONDITIONS**

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

**1. NOTICE OF OCCURRENCE.** When an occurrence takes place written notice shall be given by or on behalf of the Insured to the Company at their nearest office as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

**2. NOTICE OF CLAIM OR SUIT.** If claim is made or suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.

**3. SEVERABILITY OF INTEREST.** The term “Insured” is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the limits of the Company’s liability.

**4. ACTION AGAINST COMPANY.** No action shall lie against the Company in respect of Coverages A, B, C and D unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured’s obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. Nothing contained in this policy shall give any person or organization any right to join the Company as a co-defendant in any action against the Insured to determine the Insured’s liability.

**5. BANKRUPTCY AND INSOLVENCY.** Bankruptcy or insolvency of the Insured or of the Insured’s estate shall not relieve the Company of any of its obligations hereunder.

**6. FINANCIAL RESPONSIBILITY LAWS.** Such insurance as is afforded by this policy shall comply with the provisions of any financial responsibility law of any State or Province which shall be applicable to aircraft with respect to any such liability arising out of the ownership, maintenance or use of the aircraft during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability stated in this policy. The Insured agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

## APPLICABLE TO COVERAGE E (MEDICAL PAYMENTS)

**7. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM.** As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by a physician selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the Insured, or except hereunder, of the Company.

**8. ACTION AGAINST COMPANY.** No action shall lie against the company in respect of Coverage E unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until thirty (30) days after the required proofs of claim have been filed with the Company.

## APPLICABLE TO COVERAGES F AND G (PHYSICAL DAMAGE)

**9. INSURED'S DUTIES WHEN LOSS OCCURS.** When loss occurs, the Insured shall:

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

(b) give notice thereof as soon as practicable to the Company, and, also, in the event of theft, to the police, but shall not, except at his own cost, offer to pay any reward for recovery of the aircraft;

(c) file proof of loss with the Company, within sixty (60) days after the occurrence of loss, unless such time is extended in writing by the Company, in the form of a sworn statement of the Named Insured setting forth the interest of the Named Insured and of all others in the property affected, any encumbrances thereon, the actual cash value thereof at time of loss, the amount, place, time and cause of such loss, and the description and amounts of all other insurance covering such property. Upon the Company's request, the Named Insured shall exhibit the damaged property to the Company, and produce for the Company's examination all pertinent records and sales invoices, or certified copies if originals be lost, permitting copies thereof to be made, all at such reasonable times and places as the Company shall designate.

**10. APPRAISAL.** If the Named Insured and the Company fail to agree as to the amount of loss, each shall, on the written demand of either, made within sixty (60) days after receipt of proof of loss by the Company, select a competent and disinterested appraiser and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree upon such umpire, then on the request of the Named Insured or the Company, such umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Named Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and the umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

**11. PAYMENT FOR LOSS: ACTION AGAINST COMPANY.** Payment for loss may not be required nor shall action lie against the Company in respect of Coverages F and G unless as a condition precedent thereto, the Named Insured shall have complied with all the terms of this policy nor until sixty (60) days after proof of loss is filed and the amount of loss is determined as provided in this policy, nor shall any action lie against the Company unless commenced within twelve (12) months after the happening of the loss.

**12. NO BENEFIT TO BAILEE.** The insurance afforded by this policy shall not inure directly or indirectly to the benefit of any carrier or bailee liable for loss to the aircraft.

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

## APPLICABLE TO ALL COVERAGES

**14. ASSISTANCE AND COOPERATION OF THE INSURED.** The Insured shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. Further, upon the Company's request, the Insured shall submit to examinations under oath by anyone designated by the Company.

The Insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of occurrence.

**15. INSPECTION AND AUDIT.** The Company shall be permitted to inspect the aircraft and any records pertaining thereto during the policy period or within one year thereafter.

**16. SUBROGATION.** Except in respect to Coverage E, in the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after the loss to prejudice such rights.

**17. CHANGES.** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof.

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

**19. CANCELLATION.** This policy may be cancelled by the Named Insured by surrender thereof to or by mailing to the Company written notice stating when thereafter the 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 thirty (30) days (ten (10) days if for nonpayment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or 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.

**20. RETURN PREMIUM.** 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 either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company shall not be liable for any return physical damage premium in respect to an aircraft on which a total loss has been paid.

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

**22. TERMS OF POLICY CONFORMED TO STATE LAWS.** Terms of this policy which are in conflict with the laws of the State wherein this policy is issued are hereby amended to conform to such laws.

**23. DECLARATIONS.** By acceptance of this policy the Named Insured agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of their agents relating to this insurance.

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PLEASE READ YOUR POLICY**

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**SHORT RATE CANCELLATION TABLE FOR ONE-YEAR POLICIES**

Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	One Year Premium
1	5%	37-40	21%	95-98	37%	154-156	53%	219-223	69%	292-296	85%
2	6	41-43	22	99-102	38	157-160	54	224-228	70	297-301	86
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Old Republic Aerospace, Inc.  
1990 Vaughn Road  
Suite 350  
Kennesaw, Georgia 30144

The Following pages are not part of your Insurance Policy, but are provided for you as supplementary information. Below is an index of the documents that follow this page:

1. Old Republic Aerospace, Inc., Claim Specialists Contact list and Office Locations
2. Privacy Policy for Old Republic Aerospace, Inc. and Old Republic Insurance Company



## Claim Office Locations

**Exceptional aviation claim expertise at your service.**



Please contact the claim office below in the nearest state to which the accident occurred.

Claims can also be reported online at [www.OldRepublicAerospace.com](http://www.OldRepublicAerospace.com) under: *Claims - Report a Claim.*

<b>Home Office</b> <b>Atlanta, GA</b> <b>(or outside USA)</b>	Tel: 770.590.4950 Fax: 770.919.8646	<b>Denver, CO</b>	Tel: 303.989.7902 Fax: 720.247.4884
<b>Baltimore, MD</b>	Tel: 410.321.0314 Fax: 877.223.3830	<b>Los Angeles, CA</b>	Tel: 805.496.7181 Fax: 877.223.3830
<b>Boise, ID</b>	Tel: 208.350.6477 Fax: 720.247.4884	<b>New Orleans, LA</b>	Tel: 504.527.6160 Fax: 504.527.6391
<b>Chicago, IL</b>	Tel: 630.369.1076 Fax: 630.369.1221	<b>St. Louis, MO</b>	Tel: 636.536.0832 Fax: 877.223.3830
<b>Dallas, TX</b>	Tel: 972.991.7223 Fax: 972.720.1117		

**Send all mail to: 1990 Vaughn Road, Suite 350, Kennesaw, GA 30144**

### Issuing and Policyholder Servicing Offices:



<b>(Home Office)</b> <b>Southeast Region</b> Kennesaw, GA 30144 Tel: 770.590.4950 Fax: 770.590.0599	<b>Midwest Region</b> Lisle, IL 60532 Tel: 630.369.1076 Fax: 630.369.1221	<b>Northeast Region</b> New York, NY 10038 Tel: 212.607.2624 Fax: 212.607.2614
<b>Southwest Region</b> Dallas TX 75248 Tel: 972.991.7223 Fax: 972.720.1117	<b>West Region</b> Renton, WA 98057 Tel: 425.277.7407 Fax: 425.277.0112	



# OLD REPUBLIC INSURANCE COMPANY

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## PRIVACY POLICY

### **WE ARE COMMITTED TO PROTECTING YOUR PRIVACY**

Collecting personal information about you is essential to our ability to offer you high-quality insurance products and services. We take great care to keep your nonpublic personal information accurate, confidential and secure.

Our Policy sets high standards for collecting, using, disclosing and storing nonpublic personal information.

For Privacy Policy questions regarding Old Republic Aerospace, writing aviation insurance products on behalf of Old Republic Insurance Company, please contact Corporate Administration at (770) 590-4950 or visit our website [www.OldRepublicAerospace.com](http://www.OldRepublicAerospace.com) to submit your questions electronically.

*In this document, **you** and **your** mean the individual who is a customer or potential customer of Old Republic Aerospace, writing on behalf of Old Republic Insurance Company and **we, us** and **our** mean Old Republic Aerospace and Old Republic Insurance Company. The term "nonpublic personal information" (NPI) means any "personally identifiable financial information" that a financial institution collects about an individual in connection with providing a financial product or service, unless that information is otherwise "publicly available."*

### **HOW WE COLLECT, USE AND DISCLOSE NONPUBLIC PERSONAL INFORMATION**

***We ask you for only the information we need.***

We collect only the information we need for the purposes we have identified to you.

Our files are kept for the purpose of providing and servicing insurance related products for you.

We will not sell your nonpublic personal information.

***Why we need the information.***

Generally, we need to collect nonpublic personal information to:

- Fully understand the risk or exposure,
- determine your eligibility,
- meet regulatory or contractual requirements relating to the services and products provided to you.

***We will obtain your permission.***

We collect, use or disclose your nonpublic personal information only with your permission or as permitted by or required by law.

Your permission may be expressed in writing or be implied and you may give it to us verbally, electronically, or through your authorized representative.

You may withdraw your permission to collect, use and disclose your nonpublic personal information at any time, subject to legal and contractual restrictions and reasonable notice. Doing so, however, may prevent us from being able to provide insurance coverage or services to you.

Where your medical information is collected or released, we will obtain your consent to do so.

Before we make any information available to third parties, other than your agent or service provider who needs it or as otherwise required by law, we will tell you at the time we obtain your consent or before we make the information available, who those persons or organizations are, the kind of information we want to share with them and why.

***We will limit how long we keep information.***

We will keep your nonpublic personal information only for as long as it is necessary, including updating the product or service or as required by law.

When we destroy nonpublic personal information, we will use safeguards to prevent unauthorized parties from gaining access to the information during the process.

**WE WILL PROTECT YOUR NONPUBLIC PERSONAL INFORMATION**

***We are responsible for your information.***

We are responsible for all nonpublic personal information in our possession; including information transferred to a third party service provider or agent if necessary, so that we can provide you with a product or service.

All employees, agents and authorized service providers of Old Republic Insurance Company are required to properly protect the confidentiality of your nonpublic personal information.

***How we protect information.***

Access to your nonpublic personal information is restricted to those of Old Republic Insurance Company's employees, agents and authorized service providers who need it to do their jobs.

We have adopted commercially reasonable physical, technological and administrative safeguards to protect your nonpublic personal information against loss, theft, unauthorized disclosure, copying, and unauthorized use or modification. We maintain safeguards and security procedures appropriate to the types of documents, including electronic or paper records. We have instituted organizational measures including security clearances and limiting access on a "need-to-know" basis, and technological measures such as the use of passwords and encryption.

While we endeavor to protect all information, the most sensitive information, such as medical information, receives our highest level of protection.

## **YOUR RIGHT TO ACCESS YOUR NONPUBLIC PERSONAL INFORMATION**

### ***Your rights.***

You have the right to ask whether we hold any nonpublic personal information about you and to see that information, as provided by law. Where we have obtained medical information about you from a third party, we will release this information only through your physician.

You also have the right to know:

- how we collected your nonpublic personal information,
- how we are using it, and
- to whom it may have been disclosed.

### ***How to request an update or correction.***

If you believe any of the information we have collected about you is incorrect or incomplete, you have the right to ask us to change it.

If you show that your nonpublic personal information is inaccurate or incomplete, we will make the necessary changes.

## **FOR MORE INFORMATION**

For more information, please contact Old Republic Aerospace Corporate Administration by email at [www.OldRepublicAerospace.com](http://www.OldRepublicAerospace.com) or by U.S. mail at:

Corporate Administration  
c/o Old Republic Aerospace  
1990 Vaughn Road Suite 350  
Kennesaw, GA 30144



INSURANCE IS PROVIDED BY  
THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE

**IN WITNESS WHEREOF**, we have caused this policy to be executed and attested.

**OLD REPUBLIC INSURANCE COMPANY**

133 Oakland Avenue  
Greensburg, Pennsylvania 15601  
A Stock Company

A handwritten signature in black ink, appearing to be "James R. Smiddy", written in a cursive style.

Secretary

A handwritten signature in black ink, reading "Craig R. Smiddy", written in a cursive style.

President



*Insuring New Horizons* <sup>SM</sup>

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER AVC00322406

RENEWAL OF: AVC00322405

ITEM 1. NAMED INSURED: ARIZONA FLYERS, INC.  
 P.O. BOX 14675  
 TUCSON AZ 85732

ITEM 2. POLICY PERIOD: FROM JUNE 24, 2018 TO JUNE 24, 2019  
 12:01 A.M. STANDARD TIME AT THE ADDRESS IN ITEM 1.

ITEM 3. The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all of the terms of this policy having reference thereto. This policy is completed by Aircraft Hull and Liability Form AV2.

LIMITS OF LIABILITY

ITEM 4. LIABILITY COVERAGES	EACH PERSON	EACH OCCURRENCE	LIAB PREMIUM
D. SINGLE LIMIT BODILY INJURY, INCLUDING PASSENGERS, AND PROPERTY DAMAGE;		\$ 1,000,000	\$ 7,290
E. EXPENSES FOR MEDICAL SERVICES	\$ 5,000	\$ 20,000	\$ 0
OTHER LIAB COVERAGE - SEE ENDORSEMENTS	****	****	\$ 500
	LIAB. TOTAL:		\$7,790

ITEM 5. Description of Aircraft and Physical Damage Coverage hereunder:

F.A.A. REG.				SEATS	INSURED
AIRCRAFT	NO.	YEAR MAKE AND MODEL	TYPE	CREW PASS.	VALUE
1.	N882LB	2001 CESSNA 182	LAND	1 3	\$175,000
2.	N7557T	1977 CESSNA 182RG	LAND	1 3	\$85,000
3.	N912LB	2000 CESSNA 172	LAND	1 3	\$110,000

PHYSICAL DAMAGE

COVERAGE	PREMIUM	DEDUCTIBLES	
		NOT IN MOTION	IN MOTION
1. F: ALL RISK: GROUND & FLIGHT	\$ 6,125	\$ 250	\$ 1,000
2. F: ALL RISK: GROUND & FLIGHT	\$ 3,998	\$ 250	\$ 1,000
3. F: ALL RISK: GROUND & FLIGHT	\$ 4,818	\$ 250	\$ 1,000
PHYSICAL DAMAGE TOTAL:	\$14,941	POLICY PREMIUM:	\$22,731

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER AVC00322406

PAGE 2

ITEM 6. Pilots: When in flight the aircraft will be piloted only by the following pilots, provided he/she has a valid pilot's certificate and a valid medical certificate, each appropriate to the flight and the aircraft:

AS ENDORSED

ITEM 7. The aircraft will be used for FLYING CLUB AS ENDORSED

Endorsements forming a part of this policy on effective date in Item 2 above  
J2000-AZ(01/16), AV-2 (07/01), AV512(08/92), AV739(01/09), AV376(02/00),  
AV383(10/98), PA202(02/05), AV337(02/92), AV453(06/00), AV460(05/15),  
AV303(12/91), AV356(07/97), AV410(09/93), AV413(11/93), AV833(03/04),  
AV404(09/12), AV443(05/98), 2000a(03/01), AV48C(01/07), PA313(02/05),  
CTXGA(01/08), AV439(10/03), AV466(07/03), AV468(03/04), PA402(09/92),  
AV372(12/93), AV461(04/02), PA153(06/00), GFMEX(08/11).

ITEM 8. LOSS PAYABLE: Any loss under coverage F or G is payable as interest may appear to the named insured and/or  
(AS ENDORSED)

ITEM 9. The named insured is and shall remain the sole and unconditional owner of the aircraft and the aircraft is not subject to any encumbrance other than as indicated in Item 8.

PRODUCER: TRAVERS & ASSOC AV INS AGENCY, LLC  
POST OFFICE BOX 220519  
ST. LOUIS MO 63122

AV1A (07/86)

OLD REPUBLIC INSURANCE COMPANY

PILOTS

IT IS AGREED THAT ITEM 6 OF THE DECLARATIONS - PILOTS: WHEN IN FLIGHT THE AIRCRAFT WILL BE PILOTED ONLY BY - IS COMPLETED TO READ:

Any pilot approved by the named insured or his designee, provided that the pilot has valid medical and pilot's certificate and is properly rated and current under the applicable Federal Aviation Regulations for the operation involved.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV512 (08/92)

OLD REPUBLIC INSURANCE COMPANY

PURPOSE OF USE ENDORSEMENT - FLYING CLUB

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

1. Item 7. of the Declarations is completed as follows:

The Aircraft will be used for the customary operations of a "FLYING CLUB".

2. Where used herein the customary operations of a "FLYING CLUB" shall be defined as Pleasure and Business use by any bona fide member of the "NAMED INSURED".
3. Special Insuring Agreements I, II, and III of the Policy Provisions Form AV2 are hereby deleted in their entirety.
4. Liability losses arising out of the maintenance or use of the premises in or upon which the aircraft is stored are excluded hereunder.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV739 (01/09)



OLD REPUBLIC INSURANCE COMPANY

LIENHOLDER'S INTEREST ENDORSEMENT

In consideration of an additional premium of \$(Included), it is agreed that loss, if any, under any Physical Damage coverage provided by this policy shall be payable to the insured, and

Don Davis Survivors Trust  
6426 Santa Aurelia  
Tucson, AZ 85715

(hereafter called the lienholder) as their interest may appear.

1. As to the interest of the said lienholder only, the Insurance afforded by any Physical Damage Coverage of this policy shall not be invalidated by any act or neglect of the Named Insured nor by any change in the title or ownership of the aircraft but conversion, embezzlement or secretion by or at the direction of the Named Insured is not covered hereunder; provided however that:
  - (a) in case the Named Insured shall neglect to pay any premium due under this policy the Lienholder shall, on demand, pay the premium; and
  - (b) the lienholder shall notify the Company of any change of title or ownership of the aircraft or apparent increase of hazard, which shall come to the knowledge of the Lienholder, and, unless permitted by this policy, it shall be endorsed thereon and the Lienholder shall, on demand, pay the premium for such increased hazard.
2. The liability of the Company to any Lienholder under the provisions of Paragraph 1 of this endorsement shall not exceed:
  - (a) the unpaid balance due on liens pertaining to the aircraft less unearned interest and unpaid installments more than 10 days overdue on the date of loss or damage if any balance remains after the Lienholder has used all reasonable means to collect amounts due from the Named Insured; nor
  - (b) the amount of lien recited in paragraph 6 of this endorsement, which would have remained unpaid at the time of the loss or damage had all payments been made when not more than 10 days overdue; nor
  - (c) the Insured Value of the aircraft as stated in this policy; whichever is less.
3. Whenever the Company shall pay any sum for loss, damage or expense under any Physical Damage Coverage of this policy and claim that, as to the Named Insured, no liability existed therefor, the Lienholder shall thereupon to the extent of such payment, assign, deliver and convey all interest that the Lienholder may have in said aircraft, all instruments of security pertaining thereto and rights against the Named Insured, to the Company. The Named Insured agrees to promptly reimburse the Company for any sum paid for loss, damage or expense which the Company would not have been obligated to pay but for the provisions of paragraph 1 of this endorsement.

OLD REPUBLIC INSURANCE COMPANY

LIENHOLDER'S INTEREST ENDORSEMENT

4. No provision in this policy in relation to deductions from any loss payable, shall be applicable to any payment to the Lienholder under Paragraph 1 of this endorsement other than as set forth in this endorsement.
5. In the event this policy or this endorsement is cancelled by the Company 30 days (10 days if for non-payment of premium) prior notice shall be sent to the said Lienholder named herein.
6. This endorsement shall be applicable only with respect to the aircraft identified below

AIRCRAFT F.A.A. CERT. NO.

AMOUNT OF LIEN

N882LB

As originally recorded when the aircraft involved was financed but not to exceed 90% of the Insured Value of the aircraft involved.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV376 (02/00)

OLD REPUBLIC INSURANCE COMPANY

CANCELLATION/ALTERATION NOTIFICATION

The Company hereby agrees to notify the following of any material alteration or cancellation of this policy by the Company at least 30 days (10 days if for nonpayment of premium) prior to the effective date of alteration or cancellation:

TAA and the City of Tucson and their directors, officers, members, employees and agents  
Tucson International Airport - Director of Properties  
7005 South Plumer Avenue  
Tucson, AZ 85766

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED

It is agreed that the following is hereby included as an additional "insured" under liability coverages, but only as respects operations of the "Named Insured". This agreement shall not operate to prejudice the Company's rights of recourse against the following as manufacturers, repairers, suppliers or servicing agents where such right of recourse would have existed had this endorsement not been effected under this policy:

1. Tucson Chapter of Ninety-Nines and the Ninety Nines, Inc.  
C/O M. McCarthy  
2154 W. Ocelot Place  
Tucson, AZ 85713
2. TAA and the City of Tucson and their directors, officers, members, employees and agents  
Tucson International Airport - Director of Properties  
7005 South Plumer Avenue  
Tucson, AZ 85766

The coverage limits afforded hereunder shall be included within and not in addition to the limits applicable to the "named insured".

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY  
TERRITORIAL EXCLUSION ENDORSEMENT

It is specifically understood and agreed that the policy territorial limits shall exclude ALASKA.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV337 (02/92)

OLD REPUBLIC INSURANCE COMPANY

AMENDATORY ENDORSEMENT - CLARIFIES SCOPE OF "EACH PERSON" AND "PASSENGER" BODILY INJURY LIABILITY LIMITS.

IT IS AGREED THAT THE POLICY IS AMENDED TO READ AS FOLLOWS:

POLICY PROVISIONS - FORM AV-2, PAGE 4, "LIMIT OF COMPANY'S LIABILITY", COVERAGES A, B, C AND D (TOTAL LIABILITY) IS AMENDED TO READ AS FOLLOWS:

COVERAGES A, B, C AND D  
(TOTAL LIABILITY)

REGARDLESS OF THE NUMBER OF (1) INSUREDS UNDER THIS POLICY, (2) PERSONS OR ORGANIZATIONS WHO SUSTAIN BODILY INJURY OR PROPERTY DAMAGE, (3) CLAIMS MADE OR SUITS BROUGHT ON ACCOUNT OF BODILY INJURY OR PROPERTY DAMAGE, OR (4) AIRCRAFT TO WHICH THIS POLICY APPLIES, THE COMPANY'S LIABILITY IS LIMITED AS FOLLOWS:

COVERAGES A AND C. THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF CONSORTIUM, LOSS OF ASSISTANCE, LOSS OF SERVICES, LOSS OF CARE, LOSS OF EARNINGS, LOSS OF SUPPORT, MENTAL ANGUISH, GRIEF AND INFLICTION OF EMOTIONAL DISTRESS, REGARDLESS OF WHO MAKES THE CLAIM, ARISING FROM, DERIVING FROM, RELATED TO OR BECAUSE OF BODILY INJURY SUSTAINED BY ANY PERSON AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH PERSON". SUBJECT TO THE ABOVE PROVISION RESPECTING "EACH PERSON", THE TOTAL LIABILITY OF THE COMPANY FOR BODILY INJURY TO PERSONS OR PASSENGERS AND PROPERTY DAMAGE FOR ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

COVERAGE B. THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES BECAUSE OF ALL PROPERTY DAMAGE SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

COVERAGE D. THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF CONSORTIUM, LOSS OF ASSISTANCE, LOSS OF SERVICES, LOSS OF CARE, LOSS OF EARNINGS, LOSS OF SUPPORT, MENTAL ANGUISH, GRIEF AND INFLICTION OF EMOTIONAL DISTRESS, REGARDLESS OF WHO MAKES THE CLAIM, ARISING FROM, DERIVING FROM, RELATED TO OR BECAUSE OF BODILY INJURY OR PROPERTY DAMAGE SUSTAINED BY ONE OR MORE PERSONS OR ORGANIZATIONS AS THE RESULT OF ANY ONE OCCURRENCE SHALL NOT EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

OLD REPUBLIC INSURANCE COMPANY

AND FURTHER PROVIDED THAT IF THE DECLARATIONS ARE COMPLETED TO SHOW "PASSENGER LIABILITY LIMITED TO", THE TOTAL LIABILITY OF THE COMPANY FOR ALL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF CONSORTIUM, LOSS OF ASSISTANCE, LOSS OF SERVICES, LOSS OF CARE, LOSS OF EARNINGS, LOSS OF SUPPORT, MENTAL ANGUISH, GRIEF AND INFLICTION OF EMOTIONAL DISTRESS, REGARDLESS OF WHO MAKES THE CLAIM, ARISING FROM, DERIVING FROM, RELATED TO OR BECAUSE OF BODILY INJURY TO PASSENGERS SHALL NOT EXCEED:

- (A) AS RESPECTS ANY ONE PASSENGER, THE AMOUNT STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH PERSON".
- (B) AS RESPECTS TWO OR MORE PASSENGERS, SUBJECT TO THE ABOVE PROVISIONS RESPECTING ANY ONE PASSENGER, THE AMOUNT STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH PERSON" MULTIPLIED BY THE NUMBER OF PASSENGERS ON BOARD THE AIRCRAFT OR BY THE NUMBER OF PASSENGER SEATS AS STATED IN ITEM 5 FOR AIRCRAFT INVOLVED, WHICHEVER IS LESS, BUT IN NO EVENT SHALL THE TOTAL LIABILITY OF THE COMPANY FOR BODILY INJURY TO PERSONS OR PASSENGERS AND PROPERTY DAMAGE FOR ANY ONE OCCURRENCE EXCEED THE LIMIT OF LIABILITY STATED IN THE DECLARATIONS AS APPLICABLE TO "EACH OCCURRENCE".

FOR THE PURPOSE OF DETERMINING THE LIMIT OF THE COMPANY'S LIABILITY, ALL BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF CONTINUOUS OR REPEATED EXPOSURE TO SUBSTANTIALLY THE SAME GENERAL CONDITIONS SHALL BE CONSIDERED AS ARISING OUT OF ONE OCCURRENCE.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV453 (06/00)



OLD REPUBLIC INSURANCE COMPANY  
MECHANICAL BREAKDOWN ENDORSEMENT

IT IS AGREED THAT THE POLICY PROVISIONS - FORM AV2, PAGE 4, "EXCLUSIONS" PARAGRAPH 8.(c) IS DELETED AND REPLACED WITH (c) (i) AND (ii) BELOW:

THIS POLICY DOES NOT APPLY:

8. UNDER COVERAGES F AND G

(c) (i) TO LOSS OR DAMAGE DUE AND CONFINED TO WEAR AND TEAR, DETERIORATION, FREEZING, MECHANICAL, HYDRAULIC, PNEUMATIC, STRUCTURAL OR ELECTRICAL BREAKDOWN OR FAILURE OR MALFUNCTION, INCLUDING ANY SUCH LOSS OR DAMAGE CAUSED IN WHOLE OR IN PART BY A DEFECTIVE PRODUCT. DAMAGE CAUSED BY BREAKDOWN, FAILURE OR MALFUNCTION OF ANY ENGINE COMPONENT, ACCESSORY OR PART WILL BE CONSIDERED MECHANICAL BREAKDOWN OF THE ENTIRE ENGINE AND IS EXCLUDED. HOWEVER, IF THE ENGINE BREAKDOWN, FAILURE OR MALFUNCTION RESULTS IN DAMAGE TO THE AIRCRAFT WHICH WOULD OTHERWISE BE COVERED BY THE POLICY THE COMPANY WILL COVER THE RESULTING DAMAGE.

(ii) TO LOSS OR DAMAGE TO TIRES UNLESS CAUSED BY FIRE OR THEFT.

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

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TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

BAGGAGE LIABILITY

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$(INCLUDED), IT IS AGREED THAT THE COMPANY AGREES TO PAY ON BEHALF OF THE INSURED ALL SUMS, SUBJECT TO THE LIMITS OF LIABILITY SET FORTH BELOW, WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY BECAUSE OF DAMAGE TO OR DESTRUCTION OF BAGGAGE OF PASSENGERS WHILE THE BAGGAGE IS BEING TRANSPORTED IN THE AIRCRAFT INSURED HEREUNDER, INCLUDING THE LOADING AND UNLOADING THEREOF.

THE LIMIT OF THE COMPANY'S LIABILITY SHALL BE \$500, SUBJECT TO A DEDUCTIBLE OF \$100 WITH RESPECT TO THE BAGGAGE OF ANY ONE PASSENGER AND SUBJECT TO THE ABOVE PROVISION RESPECTING EACH PASSENGER, \$2,500 WITH RESPECT TO ANY ONE OCCURRENCE. THE INCLUSION HEREIN OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY. WHEN TWO OR MORE AIRCRAFT ARE INSURED HEREUNDER, THE TERMS OF THIS ENDORSEMENT SHALL APPLY SEPARATELY TO EACH.

THIS ENDORSEMENT DOES NOT APPLY TO LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT.

"BAGGAGE", AS USED HEREIN, SHALL MEAN HANDBAGS, SUITCASES, VALISES, BRIEFCASES AND OTHER FORMS OF BAGGAGE USUALLY CARRIED BY TOURISTS AND TRAVELERS AND THE CONTENTS THEREOF; EXCLUDING, HOWEVER, ACCOUNTS, BILLS, JEWELRY, CURRENCY, DEEDS, EVIDENCES OF DEBT, LETTERS OF CREDIT, PASSPORTS, DOCUMENTS, MONEY, NOTES, SECURITIES, AND/OR AIRLINE OR OTHER TICKETS AND ANY PROPERTY SPECIFICALLY OR OTHERWISE INSURED.

SUCH LIMITS OF LIABILITY TO BE INCLUDED WITHIN AND NOT IN ADDITION TO THE LIMITS SET FORTH UNDER ITEM 4 OF THE DECLARATIONS.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT SPARES ENDORSEMENT

In consideration of the additional premium shown in the Schedule below it is agreed that:

Physical damage coverage as defined under Coverage F shall apply to property being only engines, spare parts and equipment destined to be fitted to or form part of an aircraft (hereinafter called "property") and being the "property" of the Insured or the "property" of others for which the Insured is responsible. The limit of the Company's liability under this coverage and the deductible applicable to this coverage is as shown in the Schedule below.

As respects the coverage provided by this endorsement, the following additional exclusions apply.

This endorsement does not insure:

- (a) loss or damage to any such "property" occurring at any time after the commencement of the operation of fitting it to or placing it on board the aircraft to which it is destined.
- (b) loss of or damage to an engine occurring during the running or testing thereof.
- (c) loss or damage caused by or resulting from neglect of the Insured to use reasonable means to save and preserve the "property" at the time of and after any loss or damage.
- (d) loss of or damage to any "property" which has been detached from an aircraft and which is intended to be refitted to the aircraft and not to be replaced by other "property".
- (e) loss of or damage to any "property" hereby insured which may be sustained whilst the same is under any process and directly resulting therefrom.
- (f) "property" carried in an aircraft as a spare parts kit.
- (g) "property" fitted to or forming part of an aircraft.
- (h) the "property" of others carried or stored by the Insured for hire or reward.
- (i) mysterious disappearance or unexplained loss or shortage disclosed upon taking inventory.

It is a condition of this endorsement that the Insured shall keep a proper record of all items of property issued under this coverage and the value of each item.

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT SPARES ENDORSEMENT

SCHEDULE

1. DEDUCTIBLE CLAUSE

All claims arising out of one loss shall be adjusted separately and from the amount of such adjusted claim the sum of \$500 shall be deducted.

2. LIMITS OF LIABILITY

Only as respects "property" insured by this endorsement:

A. The liability of the Company shall not exceed:

- (1) any one building and/or location \$100,000
- (2) any one shipment \$100,000

B. Limit of Company's Liability - Coverage F and G is replaced by the following:

With respect to total loss of any one item of "property", the Company will pay the "actual cash value" of the item of "property" subject to the limit of liability in A.(1) or (2) above as applicable subject to any applicable deductible.

With respect to partial loss, the Company will pay, subject to any applicable deductible as hereinafter provided:

- (1) If repairs are made by other than the Named Insured, the cost to repair the damaged "property" with material of like kind and quality (excluding any charges for overtime), plus the cost of the least expensive, reasonable method of transporting new and/or damaged parts to the place of repair and the return of the repaired part to the place where the loss occurred or the place where part is regularly based, whichever is nearer;
- (2) If repairs are made by the Named Insured, the total of the following:
  - (a) actual cost to the Insured of material of like kind and quality;
  - (b) actual wages paid for labor, excluding any overtime;
  - (c) 100% of item (b) in lieu of overhead and supervisory services;
  - (d) cost of the least expensive, reasonable method of transporting new and/or damaged parts to the place of repair and the return of the repaired part to the place where the loss occurred or the place where the part is regularly based, whichever is nearer.

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT SPARES ENDORSEMENT

The amount due under this policy with respect to partial loss shall in no event exceed the amount due were the loss payable as a total loss. In any event, when the amount paid or payable hereunder is equal to the amount payable as a total loss, any salvage value remaining shall inure to the benefit of the Company. There shall, however, be no abandonment of any damaged "property" without the consent of the Company.

If the loss is due to theft, the Company shall have the right to return the stolen "property" at any time prior to actual payment of the claim hereunder, with payment for any physical damage sustained thereto.

C. The limits of liability as respects "property" insured by this endorsement are in addition to all other limits of liability shown in this policy.

3. DEFINITIONS

"Actual cash value" means replacement cost new at the time of loss, less depreciation, or cost to replace with like, kind and quality.

4. PREMIUM \$(INCLUDED)

~~Nothing~~ herein contained shall vary, alter, waive or extend any of the terms, provisions, representations, conditions or agreements of the policy other than as above stated.

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P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV356 (07/97)

OLD REPUBLIC INSURANCE COMPANY

PREMISES LIABILITY - AV

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$500,  
IT IS AGREED THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY FOUND IN ITEM 1  
OF THE INSURING AGREEMENTS, LIABILITY COVERAGES, COVERAGE A, B AND D SHALL  
APPLY TO AN OCCURRENCE ARISING OUT OF THE MAINTENANCE OR USE OF THE PREMISES  
IN OR UPON WHICH THE AIRCRAFT IS STORED.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and  
hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC  
INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV410 (09/93)

OLD REPUBLIC INSURANCE COMPANY

SEARCH AND RESCUE

IT IS AGREED THAT:

1) COVERAGE F IS AMENDED TO INCLUDE THE FOLLOWING:

IN THE EVENT THE PILOT IN COMMAND IS FORCED TO MAKE AN EMERGENCY OFF AIRPORT LANDING AND NO PHYSICAL DAMAGE TO THE AIRCRAFT OCCURS, THE COMPANY SHALL PAY THE EXPENSES OF TRANSPORTING THE AIRCRAFT TO THE NEAREST SUITABLE AIRPORT PROVIDED THAT SUCH EXPENDITURES MUST BE AGREED TO IN ADVANCE BY THE COMPANY AND THE COMPANY'S LIMIT OF LIABILITY SHALL BE \$10,000 EACH OCCURRENCE.

2) THE COMPANY SHALL PAY:

A) EXPENSES INCURRED BY THE INSURED UNDER EMERGENCY CONDITIONS FOR CHARGES MADE BY OTHER THAN AN INSURED BUT LIMITED TO THOSE EXPENSES ASSOCIATED WITH LABOR MATERIALS, RENTAL OR EQUIPMENT, VEHICLES OR TOOLS FOR:

I) APPLICATIONS OF FOAM ON A RUNWAY PRECEDING ANY EMERGENCY OR CRASH LANDING;

II) FIRE AND CRASH CONTROL AND RESCUE.

B) IN NO EVENT SHALL THE COMPANY'S LIMIT OF LIABILITY FOR EXPENSES AND CHARGES COVERED BY PARAGRAPH 2) A) OF THIS ENDORSEMENT EXCEED \$10,000 FOR ANY ONE OCCURRENCE WITH RESPECT TO ANY ONE AIRCRAFT.

C) EXPENSES, NOT TO EXCEED \$10,000 INCURRED BY THE NAMED INSURED IN CONNECTION WITH AND FOR THE PURPOSE OF THE SEARCH AND RESCUE OF THE PASSENGER AND/OR CREW OF ANY AIRCRAFT INSURED UNDER THIS POLICY SUBJECT TO THE FOLLOWING CONDITIONS:

1) SAID AIRCRAFT, PASSENGER AND/OR CREW SHALL HAVE BEEN REPORTED MISSING AND KNOWN OR PRESUMED TO BE LOST AND UNLOCATED OR TO HAVE SUFFERED MISHAP, LOSS OR DAMAGE OTHERWISE INSURED AGAINST THIS POLICY.

2) THE COMPANY SHALL HAVE BEEN ADVISED OF AND SHALL HAVE APPROVED ANY SUCH EXPENSES IN CONNECTION WITH PROPOSED SEARCH AND RESCUE OPERATIONS.

3) THE COMPANY, UNDER THIS PARAGRAPH, SHALL NOT BE LIABLE FOR:

I) ANY MEDICAL, SURGICAL, HOSPITAL OR FUNERAL EXPENSE.

II) ANY EXPENSE OTHERWISE INSURED AND COLLECTIBLE UNDER THIS OR ANY OTHER POLICY(IES) OF INSURANCE TO THE EXTENT THAT SUCH EXPENSE IS COLLECTIBLE UNDER SAID POLICY(IES).



OLD REPUBLIC INSURANCE COMPANY

SEARCH AND RESCUE

3) THE COMPANY, UNDER THIS PARAGRAPH, SHALL NOT BE LIABLE FOR:

III) ANY LOSS OR DAMAGE TO ANY EQUIPMENT USED IN CONNECTION WITH SEARCH AND RESCUE OPERATIONS OR ANY INJURY TO OR DEATH OF ANY PERSONS OPERATING OR RIDING IN OR ON ANY SUCH EQUIPMENT OR OTHERWISE INVOLVED IN ANY WAY WITH SEARCH AND RESCUE OPERATIONS.

IV) ANY EXPENSE INCURRED AFTER IT HAS BEEN REASONABLY ESTABLISHED THAT THERE ARE NOT SURVIVING PASSENGERS AND/OR CREW MEMBERS.

V) ANY EXPENSE OF SALVAGING THE AIRCRAFT PHYSICAL DAMAGE OR ANY PART THEREOF.

3) THE FOLLOWING DEFINITION IS ADDED:

"TOTAL LOSS" MEANS ANY PHYSICAL DAMAGE LOSS FOR WHICH THE "COST TO REPAIR" WILL EQUAL OR EXCEED THE INSURED VALUE OF THE AIRCRAFT AS SET FORTH IN ITEM 5 OF THE DECLARATIONS.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

COVERAGE FOR NON-OWNED HANGARS

It is agreed that Paragraph (b) of Exclusion 7 is changed to read as follows:

- (b) Damages not exceeding \$50,000 any one occurrence for damage to Hangars/Contents not owned by the Named Insured.

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

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Date of issue 06-29-2018

AV833 (03/04)

OLD REPUBLIC INSURANCE COMPANY

CARGO LIABILITY

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$(INCLUDED), IT IS AGREED THAT SUBJECT TO THE LIMITS OF LIABILITY AND OTHER PROVISIONS HEREINAFTER SET FORTH, SUCH COVERAGE AS IS AFFORDED FOR PROPERTY DAMAGE LIABILITY HEREUNDER SHALL APPLY TO ALL SUMS WHICH THE INSURED SHALL BE LEGALLY OBLIGATED TO PAY BECAUSE OF DAMAGE TO OR DESTRUCTION OF CARGO WHICH IS THE PROPERTY OF OTHERS AND WHICH IS BEING TRANSPORTED IN THE INSURED AIRCRAFT (WHICH SHALL INCLUDE CARGO SECURED IN APPROVED EXTERNAL CARGO CARRYING DEVICES/PODS, AND IF THE INSURED AIRCRAFT IS A HELICOPTER ALSO SLUNG CARGO), INCLUDING THE LOADING AND UNLOADING THEREOF.

THE LIMIT OF THE COMPANY'S LIABILITY SHALL BE \$10,000 PER OCCURRENCE, SUBJECT TO A DEDUCTIBLE OF \$2,500 PER CLAIM. THE INCLUSION HEREIN OF MORE THAN ONE INSURED SHALL NOT OPERATE TO INCREASE THE LIMITS OF THE COMPANY'S LIABILITY. WHEN TWO OR MORE AIRCRAFT ARE INSURED HEREUNDER, THE TERMS OF THIS ENDORSEMENT SHALL APPLY SEPARATELY TO EACH.

THIS ENDORSEMENT DOES NOT APPLY TO:

- A) LIABILITY ASSUMED BY THE INSURED UNDER ANY CONTRACT OR AGREEMENT.
- B) DAMAGE TO OR DESTRUCTION OF THE BAGGAGE OF ANY TRAVELER OR PASSENGER IN THE INSURED AIRCRAFT. "BAGGAGE", AS USED HEREIN, SHALL MEAN HANDBAGS, SUITCASES, VALISES, BRIEFCASES AND OTHER FORMS OF BAGGAGE USUALLY CARRIED BY TOURISTS AND TRAVELERS AND THE CONTENTS THEREOF.
- C) DAMAGE TO, DESTRUCTION OF, OR COST TO RECONSTRUCT ANY ACCOUNTS, BILLS, JEWELRY, CURRENCY, DEEDS, EVIDENCES OF DEBT, LETTERS OF CREDIT, PASSPORTS, DOCUMENTS, MONEY, NOTES, SECURITY AND/OR AIRLINE OR OTHER TICKETS.
- D) INFIDELITY OF THE NAMED INSURED OR ITS EMPLOYEES.
- E) DAMAGE TO PERISHABLE GOODS AS A RESULT OF THE PERISHABLE NATURE OF SUCH GOODS.
- F) DAMAGE CAUSED BY DETERIORATION OR INSECTS, RODENTS OR ANY OTHER VERMIN.
- G) DAMAGE TO CARGO IN STORAGE OR WAREHOUSING (OTHER THAN TEMPORARY STORAGE REQUIRED TO MEET FLIGHT SCHEDULES).
- H) LOSS OF OR DAMAGE TO CADAVERS, BLOOD, BLOOD PRODUCTS, BODY ORGANS OR BODY PARTS, PLANTS, LIVE ANIMALS, REPTILES OR FISH.

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

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TUCSON AZ 85732

Date of issue 06-29-2018

AV404 (09/12)

OLD REPUBLIC INSURANCE COMPANY

MAINTENANCE/REPAIR PILOT AMENDMENT ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM AT WHICH THIS POLICY IS WRITTEN, IT IS UNDERSTOOD AND AGREED THAT, WHILE THE AIRCRAFT IS IN THE CARE, CUSTODY OR CONTROL OF AN FAA APPROVED REPAIR STATION FOR THE PURPOSE OF MAINTENANCE OR REPAIR, THE FOLLOWING CHANGES ARE MADE:

1. EXCLUSION 2 (a) ON PAGE 3 OF THE POLICY PROVISIONS SHALL NOT APPLY;
2. EXCLUSION 2 (b) ON PAGE 3 OF THE POLICY PROVISIONS IS AMENDED TO READ:

THIS POLICY DOES NOT APPLY TO ANY INSURED WHILE THE AIRCRAFT IS IN FLIGHT WITH THE KNOWLEDGE AND CONSENT OF SUCH INSURED OR OF ANY EXECUTIVE OFFICER, PARTNER OR MANAGING AGENT OF SUCH INSURED, IF PILOTED BY A PILOT NOT PROPERLY CERTIFICATED, QUALIFIED AND RATED UNDER THE CURRENT APPLICABLE FEDERAL AIR REGULATIONS FOR THE OPERATION INVOLVED.

THE NAMED INSURED SHALL NOT DO ANYTHING WHICH WOULD AFFECT THE COMPANY'S RIGHTS OF SUBROGATION UNDER CONDITION 16 ON PAGE 9 OF THE POLICY.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

DATE RECOGNITION EXCLUSION ENDORSEMENT

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) to accurately or completely process, 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 Insurers to investigate or defend claims shall not apply to any claims so excluded.

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

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P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE

It is agreed that exclusions 3 and 8(d) of the Policy Provisions are deleted and the following are substituted therefore:

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 malicious act or act of sabotage.
- (e) 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.
- (f) 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.
- (g) All loss, cost or expense arising out of or related to, either directly or indirectly, any deliberate, unlawful act that includes, involves or is associated with, in whole or in part, the use or threatened use of, or release or threatened release or escape of, any pathogenic, biological, chemical agent, material, device or weapon, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, cost or expense.

OLD REPUBLIC INSURANCE COMPANY

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE

Furthermore, this policy does not cover claims arising whilst the aircraft is outside the control of the "insured" by reason of the above perils. The aircraft shall be deemed to have been restored to the control of the "insured" upon 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).

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV48C (01/07)



OLD REPUBLIC INSURANCE COMPANY

ASBESTOS EXCLUSION ENDORSEMENT

This policy shall not apply to:

1. "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish, mental injury, "property damage" or any other claim whatsoever arising out of or related to asbestos or the exposure to asbestos, asbestos fibers, asbestos dust, or any product or material containing asbestos or the failure of any product or material containing asbestos or the existence of asbestos in any place or thing in the atmosphere, land, or any water course or body of water;
2. any loss, cost or expense arising out of testing for, monitoring, cleaning up, containing, treating, or removing asbestos or any product or material containing asbestos;
3. any obligation to defend or indemnify due in whole or in part to any claim or suit against any "insured" alleging damages arising from or related to asbestos excluded by paragraphs 1 or 2 above.

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

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TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS AMENDMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. In consideration of the premium charged, it is agreed that this policy is amended as follows:

This insurance does not apply to:

CERTIFIED ACTS OF TERRORISM

Any loss, damage, "bodily injury" or "property damage" that in any way, directly or indirectly, arises out of, relates to or results from a "CERTIFIED ACT OF TERRORISM" including action in hindering or defending against an actual or expected incident of a "CERTIFIED ACT OF TERRORISM".

- B. The following definitions are added:

1. For the purposes of this amendment, "any injury or damage" means any injury or damage covered under any Coverage Part to which this amendment is applicable, and includes but is not limited to "bodily injury", "property damage", personal and advertising injury, "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "CERTIFIED ACT OF TERRORISM" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Terrorism Risk Insurance Act of 2002 and as amended with the Terrorism Risk Insurance Program Reauthorization Extension Act of 2007, The Federal Terrorism Risk Insurance Act of 2002, as amended, sets forth the following criteria for a "certified act of terrorism":
  - a) The act resulted in aggregate losses in excess of \$5 million; and
  - b) The act is to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals acting 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.
  - c) 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.

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EXCLUSION OF CERTIFIED ACTS OF TERRORISM

d) 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.

C. We will not pay for "any injury or damage" caused directly or indirectly out of an act of terrorism including action in hindering, defending against, or responding to an actual or expected incident of "terrorism" when one or more of the following are attributed to an incident of TERRORISM including a CERTIFIED ACT OF TERRORISM:

1. The TERRORISM involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The TERRORISM is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
3. Radioactive material is released, and it appears that one purpose of the TERRORISM was to release such material; or
4. The TERRORISM is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the TERRORISM was to release such materials.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

1. THE FOLLOWING COVERAGE IS ADDED TO INSURING AGREEMENT 1. LIABILITY COVERAGES.

AIRCRAFT PERSONAL INJURY LIABILITY COVERAGE. TO PAY ON BEHALF OF THE INSURED ALL SUMS WHICH THE INSURED SHALL BECOME LEGALLY OBLIGATED TO PAY AS DAMAGES BECAUSE OF "PERSONAL INJURY" CAUSED BY AN OFFENSE BUT ONLY IF:

THE OFFENSE WAS COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED UNINTENTIONALLY BY THE INSURED OR ANY OF THE INSURED'S EMPLOYEES WHILE ENGAGED IN THEIR EMPLOYMENT BY THE INSURED; AND

THE OFFENSE WAS COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED DURING THE POLICY PERIOD AND WITHIN THE TERRITORY DESCRIBED UNDER INSURING AGREEMENT V; AND

THE OFFENSE ARISES OUT OF THE OWNERSHIP, MAINTENANCE OR USE OF THE AIRCRAFT IDENTIFIED UNDER ITEM 4 OF THE DECLARATIONS OR UNDER A NON-OWNERSHIP ENDORSEMENT, IF THE POLICY IS ENDORSED WITH A NON-OWNERSHIP ENDORSEMENT.

2. THE PROVISIONS OF INSURING AGREEMENT 1. - DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS SHALL ALSO APPLY TO THIS COVERAGE.
3. THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY TO THIS COVERAGE.

THE COVERAGE PROVIDED DOES NOT APPLY TO:

a. "PERSONAL INJURY"

- (1) ARISING FROM ADVERTISING, PUBLISHING, BROADCASTING OR TELECASTING THE INSURED'S GOODS, PRODUCTS OR SERVICES;
- (2) ARISING OUT OF ORAL OR WRITTEN PUBLICATION OF MATERIAL, IF DONE BY OR AT THE DIRECTION OF THE INSURED WITH KNOWLEDGE OF ITS FALSITY;
- (3) ARISING OUT OF ORAL OR WRITTEN PUBLICATION OF MATERIAL WHOSE FIRST PUBLICATION TOOK PLACE BEFORE THE BEGINNING OF THE POLICY PERIOD;
- (4) ARISING OUT OF THE WILLFUL VIOLATION OF A PENAL STATUTE OR ORDINANCE COMMITTED BY OR WITH THE CONSENT OF THE INSURED; OR
- (5) FOR WHICH THE INSURED HAS ASSUMED LIABILITY IN A CONTRACT OR AGREEMENT. THIS EXCLUSION DOES NOT APPLY TO LIABILITY FOR DAMAGES THAT THE INSURED WOULD HAVE IN THE ABSENCE OF THE CONTRACT OR AGREEMENT.

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

(6) SUSTAINED BY THE NAMED INSURED STATED IN ITEM 1 OF THE DECLARATIONS.

b. ANY OFFENSE WHICH WAS COMMITTED OR ALLEGED TO HAVE BEEN COMMITTED IN ANY STATE WHICH DOES NOT RECOGNIZE A CAUSE OF ACTION FOR THAT OFFENSE BASED IN NEGLIGENCE.

4. THE FOLLOWING IS ADDED TO LIMIT OF COMPANY'S LIABILITY:

LIMIT OF INSURANCE

(1) THE LIMITS OF INSURANCE SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT FOR ANY ONE OFFENSE AND THE RULES BELOW FIX THE MOST WE WILL PAY REGARDLESS OF THE NUMBER OF:

- (a) INSUREDS;
- (b) CLAIMS MADE OR "SUITS" BROUGHT; OR
- (c) PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS".

(2) THE PERSONAL INJURY AGGREGATE LIMIT SHOWN IN THE SCHEDULE OF THIS ENDORSEMENT IS THE MOST WE WILL PAY UNDER THIS ENDORSEMENT FOR THE SUM OF ALL DAMAGES BECAUSE OF "PERSONAL INJURY".

THE AGGREGATE LIMITS OF THIS ENDORSEMENT APPLY SEPARATELY TO EACH CONSECUTIVE ANNUAL PERIOD AND TO ANY REMAINING PERIOD OF LESS THAN 12 MONTHS, STARTING WITH THE BEGINNING OF THE POLICY PERIOD SHOWN IN THE DECLARATIONS, UNLESS THE POLICY PERIOD IS EXTENDED AFTER ISSUANCE FOR AN ADDITIONAL PERIOD OF LESS THAN 12 MONTHS. IN THAT CASE, THE ADDITIONAL PERIOD WILL BE DEEMED PART OF THE LAST PRECEDING PERIOD FOR PURPOSES OF DETERMINING THE LIMITS OF INSURANCE.

THE LIMITS OF INSURANCE UNDER THIS ENDORSEMENT ARE PART OF THE LIMITS SHOWN UNDER ITEM 4 OF THE DECLARATIONS AND NOT IN ADDITION THERETO.

5. THE SEVERABILITY OF INTEREST CLAUSE THAT IS APPLICABLE TO COVERAGES A, B, C AND D APPLIES ALSO TO THIS COVERAGE.

6. THE FOLLOWING DEFINITION IS ADDED:

WHEN APPEARING IN THIS POLICY OR ENDORSEMENT ADDED THERETO "PERSONAL INJURY" MEANS INJURY, OTHER THAN "BODILY INJURY", ARISING OUT OF ONE OR MORE OF THE FOLLOWING OFFENSES:

- a. MISTAKEN ARREST, DETENTION OR IMPRISONMENT;
- b. MALICIOUS PROSECUTION;
- c. THE WRONGFUL EVICTION FROM, WRONGFUL ENTRY INTO, OR INVASION OF THE RIGHT OF PRIVATE OCCUPANCY OF A ROOM, DWELLING OR PREMISES THAT A PERSON OCCUPIES BY OR ON BEHALF OF ITS OWNER, LANDLORD OR LESSOR;

OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

- d. ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT SLANDERS OR LIBELS A PERSON OR ORGANIZATION OR DISPARAGES A PERSON'S OR ORGANIZATION'S GOODS, PRODUCTS OR SERVICES;
- e. ORAL OR WRITTEN PUBLICATION OF MATERIAL THAT VIOLATES A PERSON'S RIGHT OF PRIVACY; OR
- f. MISDIRECTION OF A PASSENGER BY AN INSURED TO THE WRONG AIRCRAFT, AUTOMOBILE OR OTHER CONNECTING TRANSPORTATION.

THE OFFENSES DESCRIBED IN THIS DEFINITION DO NOT INCLUDE PERSONAL INJURY ARISING OUT OF THE EMPLOYMENT, PAST EMPLOYMENT OR FUTURE EMPLOYMENT OF A PERSON BY ANY INSURED.

7. THE FOLLOWING CONDITION IS ADDED:

OTHER INSURANCE

THE LIMITS OF INSURANCE PROVIDED BY THIS ENDORSEMENT IS EXCESS OVER ANY OTHER INSURANCE, WHETHER PRIMARY, EXCESS, CONTINGENT OR ON ANY OTHER BASIS. WHEN THIS INSURANCE IS EXCESS, WE WILL HAVE NO DUTY TO DEFEND ANY CLAIM OR "SUIT" THAT ANY OTHER INSURER HAS A DUTY TO DEFEND. IF NO OTHER INSURER DEFENDS, WE WILL UNDERTAKE TO DO SO, BUT WE WILL BE ENTITLED TO THE INSURED'S RIGHTS AGAINST ALL THOSE OTHER INSURERS.

WHEN THIS INSURANCE IS EXCESS OVER OTHER INSURANCE, WE WILL PAY ONLY OUR SHARE OF THE AMOUNT OF LOSS, IF ANY, THAT EXCEEDS THE SUM OF:

- (1) THE TOTAL AMOUNT THAT ALL SUCH OTHER INSURANCE WOULD PAY FOR THE LOSS IN THE ABSENCE OF THIS INSURANCE; AND
- (2) THE TOTAL OF ALL DEDUCTIBLE AND SELF-INSURED AMOUNTS UNDER ALL THAT OTHER INSURANCE.

WE WILL SHARE THE REMAINING LOSS, IF ANY, WITH ANY OTHER INSURANCE THAT IS NOT DESCRIBED IN THIS EXCESS INSURANCE PROVISION AND WAS NOT BOUGHT SPECIFICALLY TO APPLY IN EXCESS OF THE LIMITS OF INSURANCE SHOWN IN THE DECLARATIONS OF THE POLICY.

OLD REPUBLIC INSURANCE COMPANY  
AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE

SCHEDULE

AIRCRAFT PERSONAL INJURY LIABILITY

LIMITS OF INSURANCE	\$1,000,000 ANY ONE OFFENSE
	\$1,000,000 AGGREGATE
ADDITIONAL PREMIUM	\$(INCLUDED)

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV439 (10/03)



OLD REPUBLIC INSURANCE COMPANY

AIRPORT PREMISES/MOBILE EQUIPMENT ENDORSEMENT

In consideration of an additional premium of \$(Included), it is agreed that Item 4. of the Declarations - Liability Coverages - is extended to include bodily injury and property damage caused by an occurrence during the policy period arising out of the ownership, maintenance or use of mobile equipment.

It is further agreed that mobile equipment shall be defined as:

Any land vehicle (including any machinery or apparatus attached), whether or not self propelled, used in connection with the maintenance or operation of aircraft or premises that is:

1. not subject to motor vehicle registration;
2. used exclusively on premises owned by or rented to the Named Insured including the roadway or property immediately adjoining; or
3. designed for use principally on public roads.

Coverage under this Endorsement shall be excess over any other valid and collectible insurance.

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

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Date of issue 06-29-2018

AV466 (07/03)

OLD REPUBLIC INSURANCE COMPANY

ADVERTISING LIABILITY

It is agreed that Endorsement AV439 - AIRCRAFT PERSONAL INJURY LIABILITY INSURANCE - Is extended to include the following group of offenses:  
infringement of copyright or of title or of slogan, or piracy, or plagiarism, or unfair competition, or idea misappropriation under implied contract, in any advertisement, publicity article, broadcast or telecast arising out of the Named Insured's advertising activities.

The insurance provided by this endorsement does not apply:

- A. to damage for failure of performance of a contract;
- B. to an offense committed by or at the direction of the Insured or a Named Insured with knowledge that it is an offense, but with respect to the Named Insured this exclusion shall apply only if the offense is committed by or at the direction of an executive officer, director, or general manager who has knowledge that it is an offense;
- C. to damages for infringement of trade mark, service mark, to trade name or to damages for unfair competition by infringement of trade mark, service mark, or trade name;
- D. to damage for unfair competition based on incorrect description of any article, or commodity, or any advertised price;
- E. to damages with respect to a continuous or repeated offense, or the extent that such damages are reasonably attributable to or have been aggravated by offenses committed prior to or subsequent to the policy period.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
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TUCSON AZ 85732

Date of issue 06-29-2018

AV468 (03/04)

OLD REPUBLIC INSURANCE COMPANY

MANUSCRIPT

Increased Value of Aircraft Endorsements

In consideration of an additional premium of \$(Included), it is agreed that the following change is made to this policy:

Under Coverage F and G of the LIMIT OF COMPANY'S LIABILITY section of the policy, in the event the insured aircraft is modified or equipment is added, and the changes or additions do not affect the Airworthiness Certificate issued by the U.S. Federal Aviation Administration, the Insured Value of the aircraft as stated in the Declarations shall automatically increase by the cost of the addition or change, up to a maximum of 25% over the Insured Value of that aircraft. The Company must be notified of the change(s) or addition(s) to your aircraft within 30 days of completion and an additional premium will be due for the increased coverage.

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

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P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

OLD REPUBLIC INSURANCE COMPANY  
AUTOMATIC ATTACHMENT/LEASED AIRCRAFT

IT IS AGREED THAT NOTWITHSTANDING THE AUTOMATIC ATTACHMENT PROVISIONS OF THIS POLICY, COVERAGE SHALL APPLY, IN ADDITION TO OWNED AIRCRAFT, TO ANY AIRCRAFT MEETING THE MAXIMUM VALUE, GROSS WEIGHT AND SEATING CAPACITY LIMITATIONS OF THE POLICY WHICH IS LEASED TO THE NAMED INSURED UNDER A WRITTEN LEASE FOR A PERIOD IN EXCESS OF NINETY (90) DAYS, SAID LEASE GRANTING EXCLUSIVE RIGHT OF USE TO THE NAMED INSURED.

THE INSURED VALUE OF SUCH LEASED AIRCRAFT SHALL BE THE FAIR MARKET VALUE AT THE DATE OF ATTACHMENT. OR, IF NEWLY PURCHASED, THE VALUE SHALL BE THE ACTUAL PRICE PAID FOR SUCH AIRCRAFT, AS EVIDENCED BY RECORDS OF THE OWNER/LESSOR.

IT IS FURTHER SPECIFICALLY AGREED THAT THIS POLICY SHALL INCLUDE AS ADDITIONAL INSURED UNDER THE HULL AND LIABILITY COVERAGES THE LESSOR OF THE AIRCRAFT; THIS PROVISION SHALL APPLY ONLY WITH RESPECT TO OPERATIONS BY THE NAMED INSURED.

IT IS FURTHER SPECIFICALLY AGREED THAT NO COVERAGE SHALL APPLY FOR ANY OPERATIONS OF THE AIRCRAFT BY THE LESSOR UNLESS SUCH COVERAGE HAS BEEN SPECIFICALLY ENDORSED HEREON.

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
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TUCSON AZ 85732

Date of issue 06-29-2018

AV372 (12/93)

OLD REPUBLIC INSURANCE COMPANY

WAIVER OF SUBROGATION-AIRPORT

"IT IS AGREED THAT THE COMPANY HEREBY WAIVES ITS RIGHT OF SUBROGATION AGAINST THE FOLLOWING AS RESPECTS LOSS OR DAMAGE ARISING UNDER PHYSICAL DAMAGE COVERAGE AS SET FORTH UNDER THIS POLICY, BUT ONLY AS RESPECTS THE SOLE NEGLIGENCE OF THE NAMED INSURED. THIS WAIVER SHALL NOT PREJUDICE THE COMPANY'S RIGHT OF RECOURSE FOR DAMAGES ARISING FROM THE MANUFACTURE, REPAIR, SALE OR SERVICING OF THE AIRCRAFT WHERE SUCH RIGHT OF RECOURSE WOULD HAVE EXISTED HAD THIS ENDORSEMENT NOT BEEN EFFECTED UNDER THIS POLICY."

TAA and the City of Tucson and their directors, officers,  
members, employees and agents  
Tucson International Airport - Director of Properties  
7005 South Plumer Avenue  
Tucson, AZ 85766

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

This endorsement becomes effective JUNE 24, 2018 to be attached to and hereby made a part of Policy No. AVC00322406 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: ARIZONA FLYERS, INC.  
P.O. BOX 14675  
TUCSON AZ 85732

Date of issue 06-29-2018

AV461 (04/02)

OLD REPUBLIC INSURANCE COMPANY

PRIMARY INSURANCE

IT IS AGREED THAT LIABILITY COVERAGES PROVIDED UNDER THIS POLICY SHALL BE PRIMARY TO ANY AND ALL OTHER INSURANCE COVERAGE WHICH MAY BE AVAILABLE TO THE FOLLOWING ENTITY, BUT ONLY AS RESPECTS ALL CLAIMS WHICH RESULT FROM THE SOLE NEGLIGENCE OF THE NAMED INSURED:

TAA and the City of Tucson and their directors,  
officers, employees and agents  
Tucson International Airport - Director of Properties  
7005 South Plumer Avenue  
Tucson, AZ 85766

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

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TUCSON AZ 85732

Date of issue 06-29-2018

PA153 (06/00)

OLD REPUBLIC INSURANCE COMPANY

MEXICO - WARNING

THIS IS A WARNING - PLEASE READ IT CAREFULLY.

Even though the coverage territory under this policy may include Mexico, you are strongly encouraged to purchase a separate Mexican liability insurance policy through a Mexican insurance company for any travel to Mexico or through Mexican airspace.

You may be detained for hours or spend many days in jail if you do not carry the recommended policy aboard your aircraft and provide proof of coverage when requested by the Mexican authorities.

It is recommended that you purchase this coverage from a Company licensed under the laws of Mexico to write such insurance to mitigate any potential complications or other penalties possible under the laws of Mexico, including the possible impoundment of your aircraft.