

## AERIAL APPLICATION AND CHEMICAL LIABILITY ENDORSEMENT

It is hereby understood and agreed that this Endorsement amends the coverage provided under this policy as shown below:

It is agreed that the **CHEMICAL LIABILITY COVERAGE** - 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 and **Property Damage** arising of the **Named Insured's Aerial Application Hazard** subject to the terms INSURING AGREEMENTS and EXCLUSIONS as follows:

**SCHEDULE:**

**CHEMICAL LIABILITY COVERAGES:** (Coverage is not in effect unless a premium or the word "Included" is shown)

F.A.A. Reg	Chemical Liability Bodily Injury and Property Damage			Chemical Type	Deductible	Premium
	Each Person	Each Occ.	Aggregate			

**Total Chemical Liability Premium:** [ \$ \_\_\_\_\_ ]

**INSURING AGREEMENTS:**

**Chemical Liability Coverage** if an occurrence from the use of a Chemical Type that is not listed in the Chemical Liability Schedule above, we will not provide coverage under this endorsement.

**Policy Exclusion 7. d)** does not apply to liability arising solely from direct and intended spraying, applying, or discharging of seeds, fertilizers, or chemicals by an **Aircraft** insured hereunder which results in **Bodily Injury** or **Property Damage** otherwise covered by this Policy.

1. With respect to any provision in this Policy concerning any duty of ours to investigate or defend claims, such provision will not apply and we will not be required to defend:
  - a. Claims excluded by **Policy Exclusion 7. d)**; or

- b. A claim or claims covered by the Policy when combined with any claims excluded by **Policy Exclusion 7. d)**, referred to below as "Combined Claims".
2. In respect of any Combined Claims, we will (subject to proof of loss and the limits of the Policy) reimburse the **Insured** for that portion of the following items which may be allocated to the claim or claims covered by the Policy;
  - a. damages awarded against you; and
  - b. defense fees and expenses you incur.

#### **LIMITS OF OUR LIABILITY (Chemical Liability):**

Regardless of the number of **Insureds** under this Policy, persons or organizations who sustain **Bodily Injury** or **Property Damage**, claims made, or **Suits** brought on account of **Bodily Injury** or **Property Damage**, to which this Endorsement AC-A73-2022 applies, our liability is limited as follows:

Chemical Liability Coverage - Our total liability for all damages because of **Bodily Injury** and **Property Damage** sustained by any person as the result of any one **Occurrence** will not exceed the Limit of Liability stated in the **Chemical Liability** Schedule as applicable to "Each Person". Subject to the above provision respecting "Each Person", our total liability for all damages because of **Bodily Injury** and **Property Damage** sustained by two or more persons as the result of any one **Occurrence** will not exceed the Limit of Liability stated in the **Chemical Liability** Schedule as applicable to "each **Occurrence**".

For the purpose of determining the limit of our liability, all **Bodily Injury** and **Property Damage** arising out of continuous or repeated exposure to substantially the same general conditions will be considered as arising out of one Occurrence.

The **Chemical Liability** Aggregate Limit is the most we will pay under the **Chemical Liability** for damages because of **Bodily Injury** and **Property Damage** included in the **Chemical Liability** Schedule.

#### **EXCLUSIONS**

This policy does not apply:

1. To claims arising from the **Aerial Application** to public or semi-public easements or rights of way for persons, waterways, public utility companies, railroads, or pipelines;
2. To claims arising from **Chemicals** or combination of **Chemical**, unless all **Chemicals** are included in the **Chemical** Category designated for the **Aircraft** involved in the **Occurrence**.

3. To claims arising from **Chemicals** excluded in the **Chemical** Category definitions of “**CC**”, “**RC**” and “**XC**”, whichever chemical category is designated in this Endorsement.
4. To **Aerial Application** claims where two or more **Aircraft** owned or operated by the **Named Insured** unless all such **Aircraft** are insured by the Company for the same **Chemical** Category.
5. To **Aerial Application** claims arising from the treatment of any **Residential** area. This exclusion shall not apply the application of insecticide or other vector control measures performed for community benefit to eliminate mosquitoes subject to a maximum on such use of ten (10) hours during the Policy Period.
6. To claims arising from the **Aerial Application** of herbicides or Glyphosate to woodlands, forests, timberlands, or tree farms.
7. Unless arising from **Aerial Application** otherwise covered hereunder, 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 you or your agent of any forms of chemicals dispersed from the **Aircraft**.
8. To claims arising from controlled and/or prescribed burning.
9. To any claim caused by or arising from the storage, transportation, or use of **Chemicals**;
10. To any claim caused by or resulting from the possession, consumption, handling or use of, the existence of any condition in, or a warranty of any goods or products manufactured, sold, handled or distributed by the **Insured** or others trading in the **Insured’s** name or performing work on behalf of the **Insured**, or
11. To any claims caused by or resulting from any service operations performed by the **Insured** or others trading in the **Insured’s** name or performing work on behalf of the **Insured**.
12. Under Coverages B and D
  - a. To **Property Damage** arising from direct **Aerial Application** not otherwise covered by this Policy.
  - b. To **Property Damage** to a field, crops, pastures, trees, tangible property, animals, bees, or fish in or on land, air, or water which are owned, occupied, rented by, or in the care, custody, or control of the farmer, owner, grower, or anyone for whom the **Aerial Application** is being performed.

## DEFINITIONS

Whenever used in this Endorsement or Policy:

1. **Aerial Application** means the application by **Aircraft** of seeds, **Chemicals**, or fertilizers including flights flown in support thereof.
2. **Chemicals** means substance or combination of substances intended to prevent, destroy, repel or mitigate any pest or any substance or combination of substances intended for use as a tree or plant regulator, desiccant or defoliant, or any substance (other than pure water) or a mixture of substances intended to mitigate fires or any substance or mixture of substances intended to disperse or degrade oil. The common generic name of the **Chemical** includes all preparations or solutions of that Chemical, in any form whatsoever.

**Comprehensive Chemical (CC)** means seeds, fertilizers, or any **Chemical** other than Picloram; or any defoliant or desiccant applied in dust or powder form; or any inorganic arsenical compound, except arsenic acid used in liquid spray form as a cotton desiccant or defoliant.

**Restricted Chemical (RC)** means seeds, fertilizers, insecticides, or fungicides only.

**Excluding Chemical (XC)** means seeds or fertilizers only.

The release or distribution of sterile insects, beneficial or predatory insects, bacteria, fungi, or viruses to control, mitigate, or exterminate insects or other pests or weeds are included within the definitions of **Comprehensive Chemical (CC)** and **Restricted Chemical (RC)** but is excluded from the definition of **Excluding Chemical (XC)**.

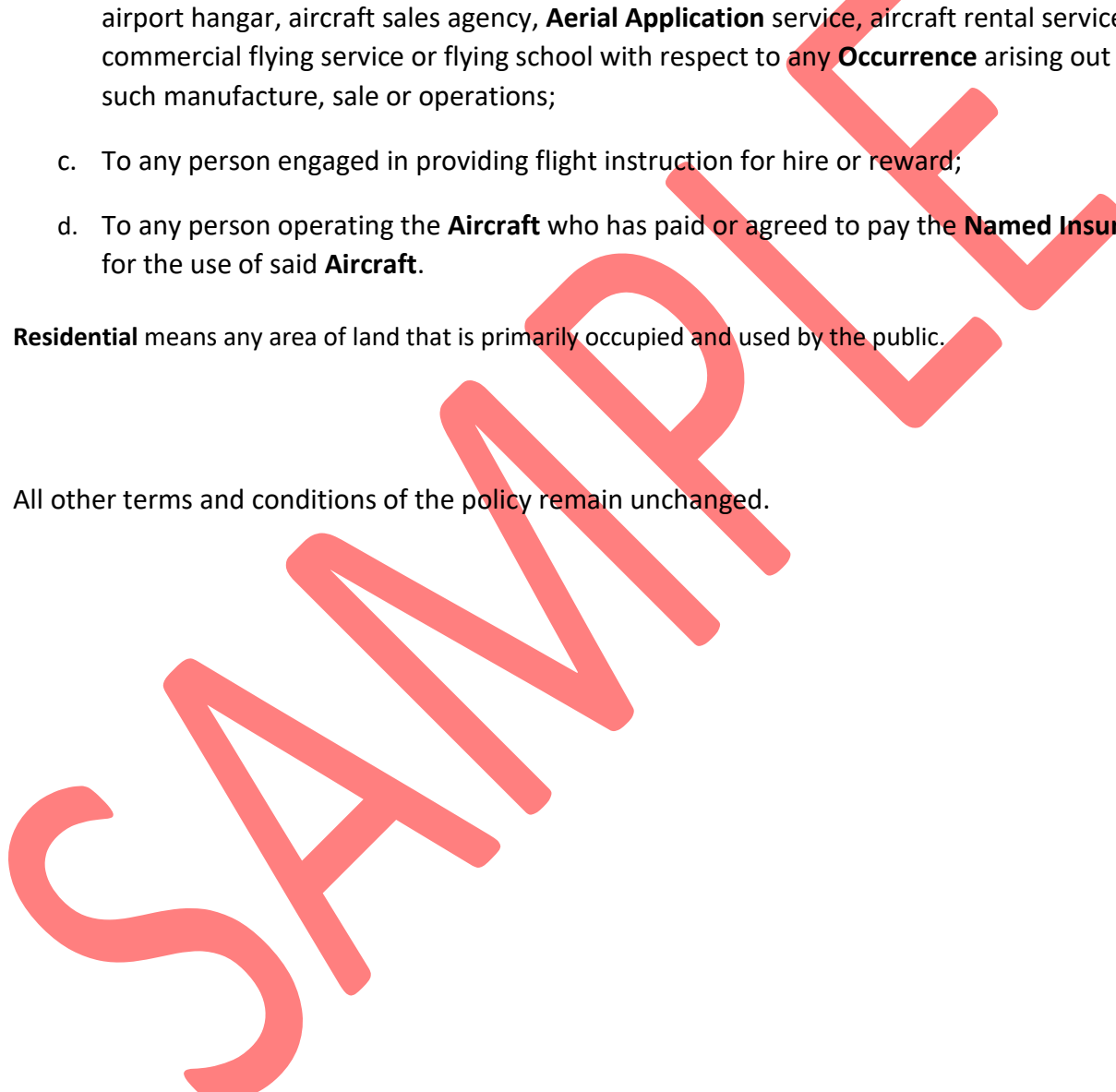
3. **Insured** - The unqualified word "**Insured**", wherever used in this Policy with respect to Coverages A, B, C, and D includes not only the **Named Insured** but also any person while using or riding in the **Aircraft** and any person or organization legally responsible for its use, provided the 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 an 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 the operation of an aircraft repair shop, airport hangar, aircraft sales agency, **Aerial Application** service, 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 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**.

4. **Residential** means any area of land that is primarily occupied and used by the public.

All other terms and conditions of the policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY**

Policy Number:

Endorsement No.:

Named Insured:

Effective Date:

Company:

Date Issued:

Aviation Manager: \_\_\_\_\_

The above amendments result in a change in the premium as follows:				
<input type="checkbox"/> No Change	<input type="checkbox"/> To Be Adjusted At Audit	Additional Premium \$ _____	Returned Premium \$ _____	Surcharge\Taxes \$ _____

This endorsement is part of your policy and takes effect on the effective date of your policy unless the effective date is shown above.