

AVIATION
COMMERCIAL GENERAL LIABILITY POLICY
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AVIATION COMMERCIAL GENERAL LIABILITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and what is not covered.

Throughout this policy the words “you” and “your” refer to the **Named Insured** shown in the Policy Declarations. The words “we”, “us”, and “our” refer to the Company providing this insurance as identified in the Policy Declarations.

The Company, in consideration of payment of the premium and 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

LIABILITY COVERAGES

COVERAGE A – Bodily Injury and Property Damage Liability:

Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of **Bodily Injury** or **Property Damage** to which this insurance applies resulting from your **Aviation Operations**. We will have the right and duty to defend any **Suit** seeking those damages. We may at our discretion investigate any **Occurrence** and settle any claim or **Suit** that may result. But:
 - a) The amount we will pay for damages is limited as described in **LIMITS OF INSURANCE**; and
 - b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage A** or **B** or medical expenses under **Coverage C**.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – Coverages A, B, and D**.
2. This insurance applies to **Bodily Injury** and **Property Damage** only if:
 - a) The **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place in the **Coverage Territory**;
 - b) The **Bodily Injury** or **Property Damage** occurs during the policy period; and
 - c) Prior to the policy period, no insured listed under Paragraph 1 of **WHO IS AN INSURED** and no employee authorized by you to give or receive notice of an **Occurrence** or claim, knew that the **Bodily Injury** or **Property Damage** had occurred in whole or in part. If such a listed insured or authorized employee knew, prior to the policy period, that the **Bodily Injury** or **Property Damage** occurred, then any continuation, change, or resumption of such **Bodily Injury** or

Property Damage during or after the policy period will be deemed to have been known prior to the policy period.

3. **Bodily Injury** or **Property Damage** that occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the policy period.
4. **Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of **WHO IS AN INSURED** or any employee authorized by you to give or receive notice of an **Occurrence** or claim:
 - a) Reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
 - b) Receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or;
 - c) Becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
5. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, **Loss** of services, or death resulting at any time from the **Bodily Injury**.

Exclusions

This insurance does not apply to:

1. **Bodily Injury** or **Property Damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.
2. **Bodily Injury** or **Property Damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - a) Assumed in a contract or agreement that is an **Insured Contract**, provided the **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the contract or agreement; or
 - b) That the insured would have in the absence of the contract of agreement.
3. **Bodily Injury** or **Property Damage** for which any insured may be held liable by reason of:
 - a) Causing or contributing to the intoxication of any person;
 - b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion (3.) applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

4. Any obligation of the insured under a worker's compensation, disability benefits or unemployment compensation law, or any similar law.
5. **Bodily Injury** to:
 - a) An employee of the insured arising out of and in the course of employment by the insured; or
 - b) The spouse, child, parent, sibling of that employee as a consequence of (5) (a) above.

This exclusion (5) applies:

- a) Whether the insured may be liable as an employer or in any other capacity; and
- b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion (5) does not apply to liability assumed by the insured under an **Insured Contract**.

6. **Bodily Injury** or **Property Damage** arising out of Air Traffic Control operations on the ground or in the air.
7. **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use, or entrustment to others of any **Aircraft, Auto**, or watercraft owned or operated by or leased, rented or loaned to any insured. "Use" includes operation and **Loading** or **Unloading** and with respect to **Aircraft**, "operated by" also includes operation on behalf of any insured.

This exclusion (7) does not apply to:

- a) A watercraft while ashore on premises you own or rent;
- b) A watercraft you do not own that is:
 - I. Less than 26 feet long; and
 - II. Not being used to carry persons or property for a charge;
- c) Parking an **Auto** on, or on the ways next to, premises you own or rent, provided the **Auto** is not owned by or leased, rented, or loaned to you or the insured;
- d) The liability assumed under any **Insured Contract** for the ownership, maintenance, or use of watercraft;
- e) **Bodily Injury** or **Property Damage** arising out of the operation of any of the equipment listed in paragraph (f) (i) or (f) (ii) of the definition of **Mobile Equipment**.

8. **Bodily Injury** or **Property Damage** arising out of:
 - a) The transportation of **Mobile Equipment** by an **Auto** owned and operated by or leased, rented or loaned to any insured; or

- b) The use of **Mobile Equipment** in, or while in practice or preparation for, a prearranged racing, speed, or demolition contest or any stunting activity.

9. **Property Damage** arising out of the appropriation of property or property rights by governmental power.

10. **Property Damage** to:

- a) The property you own, lease, rent, or occupy;
- b) Premises you sell, give away, or abandon if the **Property Damage** arises out of any part of those premises;
- c) Property loaned to you;
- d) Personal property in the care, custody, or control of the insured;
- e) That particular part of the real property on which you or any contractor or subcontractor working directly or indirectly on your behalf are performing operations if the **Property Damage** arises out of those operations; or
- f) That particular part of any property that must be restored, repaired, or replaced because **Your Work** was incorrectly performed on it.

Paragraph (b) of this exclusion (10) does not apply if the premises are **Your Work** and were never occupied, rented, or held for rental by you. Paragraphs (c), (d), (e), and (f) of this exclusion (10) do not apply to liability assumed under a sidetrack agreement.

Paragraph (f) of this exclusion (10) does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

11. **Property Damage** to **Your Product** arising out of it or any part of it.

12. **Property Damage** to **Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion (12) does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

13. **Property Damage** to **Impaired Property** or property that has not been physically injured, arising out of:

- a) A defect, deficiency, inadequacy, or dangerous condition in **Your Product** or **Your Work**; or
- b) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion (13) does not apply to the **Loss** of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

14. Damages claimed for any **Loss**, cost, or expense incurred by you or others for the **Loss** of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:

- a) **Your Product;**
- b) **Your Work;** or
- c) **Impaired Property;**

If such product, work, or property is withdrawn or recalled from the market or from the use by a person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

15. **Bodily Injury** arising out of any:

- a) Refusal to employ;
- b) Termination of employment
- c) Coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, or other employment-related practices, policies, acts, or omissions; or
- d) Consequential **Bodily Injury** as a result of (a) through (c) above.

This exclusion (15) applies whether you may be held liable as an employer or in any other capacity to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

Exclusions (3) through (15) of **Coverage A** do not apply to **Property Damage** by fire to premises rented or leased to you. A separate limit of insurance applies to this coverage as described in our **LIMITS OF INSURANCE**.

- 16. The ownership, maintenance, or use of swimming pools or lodging accommodations for the general public.
- 17. To Property Damage to any **Missile** or **Spacecraft** arising out of Aircraft **Products-Completed Operations**, or any part thereof furnished by the Insured.

COVERAGE B – Personal and Advertising Injury Liability:

Insuring Agreement.

- 1. We will pay those sums that the insured becomes legally obligated to pay as damages because of **Personal Injury or Advertising Injury** to which this insurance applies resulting from your **Aviation Operations**. We will have the right and duty to defend any **Suit** seeking those damages. We may at our discretion investigate any **Occurrence** or offense and settle any claim or **Suit** that may result. But:
 - a) The amount we will pay for damages is limited as described in **LIMITS OF INSURANCE**; and

- b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgment or settlements under **Coverages A or B** or medical expenses under **Coverage C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**.

2. This insurance applies to:

- a) **Personal Injury** caused by an offense arising out of your **Aviation Operations**, excluding advertising, publishing, broadcasting, or telecasting done by or for you;
- b) **Advertising Injury** caused by an offense committed in the course of advertising your goods, products, or services; but only if the offense was committed in the **Coverage Territory** during the policy period.

Exclusions

This insurance does not apply to:

1. **Personal Injury or Advertising Injury:**

- a) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- c) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- d) For which the insured has assumed liability in a contract or agreement. This exclusion (d) does not apply to liability for damages that the insured would have in the absence of the contract agreement;
- e) Arising out of:
 - I. Refusal to employ;
 - II. Termination of employment;
 - III. Coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, or other employment-related practices, policies, acts, or omissions; or
 - IV. Consequential **Personal Injury** as a result of (I) through (III) above: or
- f) Arising out of the taking of or exercising of the property rights of others by overflight or other operation of **Aircraft**.

2. **Advertising Injury** arising out of:

- a) Breach of contract other than misappropriation of advertising ideas under an implied contract;

- b) The failure of goods, products, or services to conform with advertised quality or performance;
- c) The wrong description of the price of goods, products, or services; or
- d) An offense committed by an insured whose business is advertising, broadcasting, publishing, or telecasting.

COVERAGE C – Medical Payments:

Insuring Agreement.

1. We will pay medical expenses as described below for **Bodily Injury** caused by an accident:
 - a) On-premises you own, lease, or rent;
 - b) On ways next to premises you own, lease, or rent; or
 - c) Because of your **Aviation Operations**; provided that:
 - I. The accident takes place in the **Coverage Territory** and during the policy period;
 - II. The expenses are incurred and reported to us within one year of the date of the accident; and
 - III. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
2. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - a) First aid at the time of an accident;
 - b) Necessary medical, surgical, x-ray, and dental services, including prosthetic devices; and
 - c) Necessary ambulance, hospital, professional nursing, and funeral services.

Exclusions.

We will not pay expenses for **Bodily Injury**:

1. To any insured.
2. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
3. To a person injured on that part of the premises you own, lease, or rent that the person normally occupies.
4. To a person, whether or not an employee of any insured, if benefits for the **Bodily Injury** are payable or must be provided under a workers' compensation or disability benefits law or similar law.
5. To a person injured while taking part in athletics.
6. Included within the **Products-Completed Operations Hazard**.
7. Excluded under **Coverage A**.

COVERAGE D – Hangarkeepers’ Liability:

Insuring Agreement.

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of **Loss to Aircraft** (subject to the deductible shown in the Declarations if applicable) occurring while such **Aircraft** is in the care, custody, or control of the insured for safekeeping, storage, service or repair. We will have the right and duty to defend any **Suit** seeking those damages. We may at our discretion investigate any **Loss** and settle any claim or **Suit** that may result. However:
 - a) The amount we will pay for the damages is limited as described in **LIMITS OF INSURANCE**; and
 - b) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage D**.
 - c) When you repair damages which you have caused we will not pay more than;
 - I. Your actual net cost for necessary material and parts of like kind and quality; and
 - II. Your actual wages for labor at current straight time rates with no premium for overtime, plus 100% of such wages as an allowance for Overhead and Supervision.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D**.

2. This insurance applies to damages because of **Loss to Aircraft** only if:
 - a) The **Loss** takes place in the **Coverage Territory**; and
 - b) The **Loss** occurs during the policy period.

Exclusions.

This insurance does not apply to:

1. The insured’s liability under any agreement to be responsible for **Loss**.
2. **Loss** to robes, wearing apparel, personal effects, or merchandise.
3. To **Loss** or damage to **Aircraft** or parts of any **Aircraft**:
 - a) Owned by, leased to, rented to, or loaned to the insured or partner(s) of the insured;
 - b) Owned by, leased to, rented to, or loaned to an officer or employee of the insured unless the property is an **Aircraft** in your custody under an agreement for which a charge has been made.
4. **Loss** due to theft or conversion caused in any way by you, your employees, your partners, or your shareholders.
5. **Loss** to **Your Work** arising out of it or any part of it.
6. **Loss** to **Aircraft** while **In Flight**.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B, AND D

We will pay, with respect to any claim or **Suit** we defend:

1. All expenses we incur.
2. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury** Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for the bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **Suit**, including actual **Loss** of earnings up to \$100 a day because of time off from work.
5. All costs taxed against the **Insured** in the **Suit**.
6. Pre-judgment interest awarded against the **Insured** on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance we will not pay any pre-judgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a) An individual, you, and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b) A partnership or joint venture you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c) An organization other than a partnership or joint venture, you are insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
 - a) Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is an insured for:

- i. **Bodily Injury** or **Personal Injury** to you or a co-employee while in the course of their employment, or the spouse, child, parent, sibling of that co-employee as a consequence of such **Bodily Injury** or **Personal Injury**, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
 - ii. **Bodily Injury** or **Personal Injury** arising out of their providing or failing to provide professional health care services; or
 - iii. **Property Damage** to property owned or occupied by or leased or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).
 - b) Any person (other than your employee), or any organization while acting as your real estate manager.
 - c) Any person or organization having proper temporary custody of your property if you die, but only;
 - i. With respect to liability arising out of the maintenance or use of that property; and
 - ii. Until your legal representative has been appointed.
 - d) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- 3. With respect to **Mobile Equipment** registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a) **Bodily Injury** to a co-employee of the person driving the equipment; or
 - b) **Property Damage** to property owned by, rented to, leased to, in the charge of, or occupied by you or the employer of any person who is an insured under this provision.
- 4. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b) **Coverage A** does not apply to **Bodily Injury** or **Property Damage** that occurred before you acquired or formed the organization.
 - c) **Coverage B** does not apply to **Personal Injury** or **Advertising Injury** arising out of an offense committed before you acquired or formed the organization.

- d) **Coverage C** does not apply to medical expenses arising out of **Bodily Injury** that occurred before you acquired or formed an organization.
- e) **Coverage D** does not apply to **Loss to Aircraft** before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a) Insureds;
 - b) Claims made or **Suits** brought;
 - c) Persons or organizations making claims or bringing **Suits**; or
 - d) **Aircraft** to which **Coverage D** applies.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a) Damages under **Coverage A**, except damages because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard**;
 - b) Damages under **Coverage B**; and
 - c) Medical expenses under **Coverage C**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of **Bodily Injury** and **Property Damages** included in the **Products-Completed Operations Hazard**.
4. Subject to 2. above, the Personal and **Advertising Injury** Aggregate Limit is the most we will pay under **Coverage B** for the sum of all damages because of all **Personal Injury** and all **Advertising Injury** sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each **Occurrence** Limit is the most we will pay for the sum of:
 - a) Damages under **Coverage A**; and
 - b) Medical expenses under **Coverage C**;Because of all **Bodily Injury** and **Property Damage** arising out of any one **Occurrence**.
6. Subject to 5. above, the **Fire Damage Limit** is the most we will pay under **Coverage A** for damages because of **Property Damage** to premises rented or leased to you arising out of any one fire.

7. Subject to 5. Above, the **Medical Expense Limit** is the most we will pay under **Coverage C** for all medical expenses because of **Bodily Injury** sustained by any one person.
8. The **Hangarkeepers' Each Loss Limit** is the most we will pay for the sum of damages under **Coverage D** because of any one **Loss**.
9. Subject to 8. above, the **Hangarkeepers' Each Aircraft Limit** is the most we will pay for the sum of damages under **Coverage D** because of **Loss** to any one **Aircraft** in any one **Loss**.

The limits of this policy 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.

U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE

It is hereby understood and agreed, whenever coverage provided by this policy would violate any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidence of insurance or any claim that would violate U.S. economic or trade sanctions as described above shall also be null and void.

POLICY CONDITIONS

1. **Bankruptcy.**

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of our obligations under this policy.

2. **Cancellation.**

You may cancel this Policy by mailing to the **Aviation Managers**, a written notice stating the date thereafter on which such cancellation will be effective. We, or the **Aviation Managers**, may cancel this Policy, by mailing written notice to you at the address shown in the Policy stating when, not less than thirty (30) days (10 days for non-payment), such cancellation will be effective. The mailing of such notice will be sufficient proof of notice and the Policy Period will end at the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by you, we, or the **Aviation Managers** will be equivalent to mailing.

If you cancel, we will compute earned premium in accordance with the customary short rate table and procedure. If we or the **Aviation Managers** cancel, earned premium will be computed on a pro-rata basis. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

3. **Changes.**

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

4. **Duties in the Event of Occurrence, Loss, Claim, or Suit.**

- a) You must see to it that we or the **Aviation Managers** are notified promptly of an **Occurrence** that may result in a claim. Notice should include:
 - i. How, when, and where the **Occurrence** took place; and
 - ii. The names and addresses of any injured persons and witnesses.
- b) If a claim is made or **Suit** is brought against any insured, you must see to it that we or the **Aviation Managers** receive prompt written notice of the claim or **Suit**.
- c) You and any other involved insured must:
 - i. Immediately send us or the **Aviation Managers** copies of any demands, notice, summonses, or legal papers received in connection with the claim or **Suit**;
 - ii. Authorize us or the **Aviation Managers** to obtain records and other information;
 - iii. Cooperate with us or the **Aviation Managers**, in the investigation, settlement, or defense of the claim or **Suit**; and
 - iv. Assist us or the **Aviation Managers**, upon our or the **Aviation Managers'** request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.
- d) No insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than the first aid, without our or the **Aviation Managers'** consent.

5. **Examination of Your Books and Records.**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. **Inspection and Surveys.**

We have the right but are not obligated to:

- a) Make inspections and surveys at any time;
- b) Give you reports on the conditions we find; and
- c) Recommend changes.

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

- a) Are safe and healthful; or
- b) Comply with laws, regulations, codes, or standards.

This condition applies not only to us but also to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations.

7. **Legal Action Against Us.**

No person or organization has a right under this policy:

- a) To join us as a party or otherwise bring us into a **Suit** asking damages from an insured; or
- b) To sue on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or a final judgment against an insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative. Service of process may be made upon the **Aviation Managers** on behalf of the Company. However, we do not waive our right to commence an action in any court of competent jurisdiction or to seek a transfer to another court as permitted by law.

8. **Other Insurance.**

If other valid and collectible insurance is available to the insured for a **Loss** we cover under **Coverages A, B, or D** of this policy, our obligations are limited as follows:

- a) Primary Insurance:

This insurance is primary except when (b) below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in (c) below.

- b) Excess Insurance:

- i. This insurance is excess over any other insurance, whether primary, excess, contingent, or any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for **Your Work**;
 - (2) That is Fire Insurance for premises rented to you;
 - (3) If the **Loss** arises out of the maintenance or use of **Aircraft, Autos**, or watercraft to the extent not subject to Exclusion (7) of **Coverage A**; or
 - (4) If the **Loss** is included within the **Products-Completed Operations Hazard**.
- ii. When this insurance is excess, we will have no duty under **Coverage A, B, or D** 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.
 - iii. When this insurance is excess over other insurance, we will pay only our share of the amount of the **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 other insurance.
 - iv. We will share the remaining **Loss**, if any, with 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 this policy.
- c) Method of sharing:
- If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Loss** remains, whichever comes first.
- If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums.

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

10. Premium Audit.

- a) We will compute all premiums for this policy in accordance with our rules and rates.
- b) Premium as shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess premium paid.

- c) The first Named Insured must keep records of the information we need for premium computation and send us copies of those records at such times as we may request.

11. Representations.

By accepting this policy, you agree:

- a) The statements in the Policy Declarations are accurate and complete;
- b) Those statements are based upon representations you made to us; and
- c) We have issued this policy in reliance upon your representations.

12. Separations of Insureds.

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each insured against whom claim is made or **Suit** is brought.

13. State Statutes.

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

14. Titles of Paragraphs.

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

15. Transfer of Rights of Recovery Against Others to Us.

If the insured has the right to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after **Loss** to impair them. At our request, the insured will bring **Suit** or transfer those rights to us and help us enforce them.

16. Transfer of Your Rights and Duties Under This Policy.

Your rights and duties under this policy may not be transferred without our written consent except in the case of the death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. When We Do Not Renew.

If we decide not to renew this coverage, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

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

POLICY EXCLUSIONS

1. To any **Occurrence, Loss**, claim **Suit**, demand that arises from the willful violation of a penal statute or offenses committed by or with the knowledge or consent of the Insured or any executive officer, partner, or managing agent of such **Insured**.

2. Health Care Exclusion

This insurance does not apply to bodily injury, property damage, personal injury, or advertising injury arising out of the rendering of or failure to render professional health care services.

3. Noise and Pollution and Other Perils Exclusion

a) This Policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:

- i. noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
- ii. pollution and contamination of any kind whatsoever,
- iii. electrical and electromagnetic interference,
- iv. interference with the use of property;

unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

b) With respect to any provision in the Policy concerning any duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend

- i. claims excluded by Paragraph a) or
- ii. a claim or claims covered by the Policy when combined with any claims excluded by Paragraph a) (referred to below as "Combined Claims").

c) In respect of any Combined Claims, Insurers shall (subject to proof of loss and the limits of the Policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the Policy:

- i. damages awarded against the Insured and
 - ii. 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 Property Damage to or destruction of property caused by or resulting from in any way, in whole or in part, arises out of, relates to or results from the application of or use by the Insured or his agent all forms of fertilizers, fungicides, defoliants, herbicides, hormone selective weed killers, pesticides, insecticides, and arsenical preparations or compounds or any other forms of chemical.

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

4. Asbestos Exclusion:

- a) To any damages, judgments, settlements, loss, costs, or expenses that:
- i. May be awarded or incurred by reason of any claim or **Suit** alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the asbestos hazard.
 - ii. Arise out of any request, demand, or order to test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an asbestos hazard; or
 - iii. Arise out of any claim or **Suit** for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of an asbestos hazard.

As used in this exclusion, asbestos hazard means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

- b) Furthermore, this policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of, or in consequence of:
- i. The actual, alleged, or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain asbestos; or
 - ii. Any obligations, requests, demands, orders, or statutory or regulatory requirements that any **Insured** or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against, or in any way respond to the actual, alleged, or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.

However, the exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion, or collision or a recorded **In-Flight** emergency causing abnormal **Aircraft** operations.

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

5. **Fungi or Bacterial Hazards**

To any damages, judgments, settlements, **Loss**, costs, or expenses caused by:

Fungi or bacteria in any manner or form whatsoever, including without limitation mold, mildew, yeast spores, mycotoxins, endotoxins, viruses, or other pathogens, as well as any particulates or by-products of any of the foregoing.

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part by the above paragraph.

6. **Communicable Disease Clause:**

Any **Loss** damage, liability, cost, or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a **Communicable Disease**, or the fear or threat (whether actual or perceived) of a **Communicable Disease**, or the transmission or alleged transmission of a **Communicable Disease**.

7. **Radioactive or Nuclear Energy Contamination:**

a) This Policy does not cover any claim, **Suit**, demand, loss, or damage that alleges:

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

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

- (1) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (2) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
- (3) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

b) It is understood and agreed that such radioactive material or other radioactive source in paragraph a) (2) and (3) above shall not include:

- i. depleted uranium and natural uranium in any form;
 - ii. radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.
- c) This Policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- i. the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
 - ii. any person or organization is required to maintain financial protection pursuant to legislation in any country; or
 - iii. the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- d) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph b) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:
- i. in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
 - ii. this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against the Insurers or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
 - iii. in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u> <u>(IAEA Health and Safety Regulations)</u> Beta, gamma and low toxicity alpha emitters	<u>Maximum permissible level of non-fixed radioactive surface contamination</u> <u>(Averaged over 300 cm²)</u> Not exceeding 4 Becquerels / cm ² (10 ⁻⁴ microcuries / cm ²)
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- iv. the cover afforded hereby may be cancelled at any time by the Insurers giving seven days' notice of cancellation.

8. **Special Airport Provisions Exclusion Clause**

This insurance does not apply:

- a) To the conduct of any contest, exhibition, air meet, air race, air show, permitted, sponsored, or participated in, by any insured;
- b) To the ownership, maintenance, use, or operation, by any insured of;
 - i. Grandstands, bleachers, or observation platforms other than observation decks or promenades which are part of permanent structures on the premises;
 - ii. Swimming pools;
 - iii. Lodging accommodations for the general public; or
 - iv. Schools other than pilot training schools.
- c) With respect to restaurants operated by you or by others trading under your name, to **Bodily Injury or Property Damage** arising out of:
 - i. **Your Products**; or
 - ii. Reliance upon a representation or warranty made with respect thereto if the **Bodily Injury or Property Damage** occurs after physical possession of such products has been relinquished to others; or
- d) To that portion of any **Loss** arising out of the ownership, maintenance, or use of **Aircraft** or **Autos** with respect to which the insured has other valid and collectible insurance, whether primary or excess.

9. **War, Hijacking, and Other Perils Exclusion Clause**

This Policy does not cover any claim, **Suit**, demand, loss, or damage 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 the usurpation of power.
- b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- c) Strikes, riots, civil commotions, or labor disturbances.
- d) Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

- e) Any malicious act or act of sabotage.
- f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military, or de facto) or public or local authority.
- g) Hijacking or any unlawful seizure or wrongful exercise of control of the **Aircraft** or crew **In-Flight** (including any attempt at such seizure or control) made by any person or persons on board the **Aircraft** acting without the consent of the **Insured**.

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

10. **Date Recognition Exclusion Clause**

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

- a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, 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;

DEFINITIONS

Whenever used in this Policy,

1. **Advertising Injury** means injury arising out of one or more of the following offenses:
 - a) An 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;
 - b) An oral or written publication of material that violates a person's right to privacy;
 - c) Misappropriation of advertising ideas or style of doing business; or
 - d) Infringement of copyright, title, or slogan.
2. **Aircraft** means any aircraft including engines, propellers, operating and navigating instruments, and radio equipment attached to or usually attached to or carried on the aircraft, including component parts detached and not replaced by other similar parts, and tools therein which are standard for the make and type of aircraft. The term **Aircraft** excludes missiles, **spacecraft**, and launch vehicles.
3. **Auto** means a land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment. But **Auto** does not include **Mobile Equipment**.
4. **Aviation Managers** means Eiger Insurance Services, Inc.
5. **Aviation Operations** means all operations arising from the ownership, maintenance, or use of locations for aviation activities including that portion of roads or other accesses that adjoin these locations. **Aviation Operations** include all operations necessary or incidental to aviation activities.
6. **Bodily Injury** means **Bodily Injury**, sickness, disease or mental anguish, or disease sustained by any person which occurs during the Policy Period, including death at any time resulting therefrom.
7. **Communicable Disease** means any infectious disease that is transmissible by any substance or agent from any organism to another organism including but not limited to a virus, bacterium parasite, or other organism or any variation thereof, whether deemed living or not, and regardless of transmission whether direct or indirect including but not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid, gas, or between organisms.
8. **Coverage Territory** means:
 - a) The United States of America (including its territories and possessions), Puerto Rico, and Canada;
 - b) International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in 8 (a) above; or

- c) All parts of the world if:
 - i. The injury or damage arises out of:
 - (1) **Your Product** or **Your Work** made, sold, or performed in the territory described in 8 (a) above; or
 - (2) The activities of a person whose home is in the territory described in 8 (a) above, but who is away for a short time on your business; and
 - ii. The insured's responsibility to pay damages is determined in a **Suit** on the merits, in the territory described in 8 (a) above, or in a settlement, we agree to.
- 9. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:
 - a) It incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b) You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
 - c) The repair, replacement, adjustment, or removal of **Your Product** or **Your Work**; or
 - d) You are fulfilling the terms of the contract or agreement.
- 10. **In Flight** means the time commencing with the actual takeoff run of the **Aircraft** and continuing thereafter until it has completed its landing roll. 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 rotate.
- 11. **Insured Contract** means:
 - a) A lease of premises;
 - b) A sidetrack agreement;
 - c) Any easement or license agreement except in connection with construction or
 - d) demolition operations on or within 50 feet of a railroad;
 - e) An obligation, as required by ordinance, to indemnify a municipality, except in
 - f) connection with work for a municipality;
 - g) An elevator maintenance agreement; or
 - h) That portion of any other contract or agreement pertaining to your **Aviation Operations** (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Definition 11., **Insured Contract** does not include that part of any contract that:

- a) Indemnifies any person or organization for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing;
- b) Indemnifies an architect, engineer, or surveyor for injury or damages arising out of:
 - i. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - ii. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - iii. Under which the insured, if an architect, engineer, or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in b (ii) above and supervisory, inspection, or engineering services;
 - iv. Indemnifies any person or organization for damage by fire to premises rented or loaned to you; or
 - v. Indemnifies any person or organization for **Bodily Injury** and **Property Damage** arising out of the manufacture of **Aircraft** or **Aircraft** parts;
 - vi. Indemnifies any person or organization for **Bodily Injury** or **Property Damage** arising out of any major alteration or repair of an **Aircraft** or **Aircraft** parts; or
 - vii. Which is agreed to orally by you and another party, unless the contract or agreement is required by a governmental body for you to use an airport.

12. **Loading** or **Unloading** means the handling of property:

- a) After it is moved from the place where it is accepted for movement into or onto an **Aircraft**, watercraft, or **Auto**;
- b) While it is in or on an **Aircraft**, watercraft, **Auto**; or
- c) While it is being moved from an **Aircraft**, watercraft, or **Auto** to the place where it is finally delivered; **Loading** or **Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **Aircraft**, watercraft or **Auto**.

13. **Loss** means an accident resulting in direct damage to tangible property including continuous or repeated exposure to substantially the same general harmful conditions. **Loss** includes any resulting **Loss** of use.

14. **Missiles** or **Spacecraft** shall mean a device other than an aircraft, wholly or partly self-propelled, which is designed to operate through air or space and whose path and direction are guided during all or part of its flight by a partly or completely self-contained electronics, celestial, inertial or

other guidance systems, including but not limited to missiles, satellites, spaceships, space stations, and launch vehicles.

15. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a) Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
- b) Vehicles maintained for use solely on or next to Premises you own, lease, or rent including special use vehicles designed for operation on airports;
- c) Vehicles that travel on crawler treads;
- d) Vehicles, whether self-propelled or not, or maintained primarily to provide mobility to permanently mounted:
 - i. Power cranes, shovels, loaders, diggers or drills; or
 - ii. Road construction or resurfacing equipment such as graders, scrapers, or rollers;
- e) Vehicles not described in 14 (a, b, c or d) above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - i. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well service equipment; or
 - ii. Cherry pickers and similar devices used to raise or lower workers;
- f) Vehicles not described in 14 (a, b, c or d) above that are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment** but will be considered **Autos**:

- i. Equipment designed primarily for:
 - (1) Road maintenance, but not construction or resurfacing; or
 - (2) Street cleaning.
- ii. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- iii. Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well service equipment.

16. **Named Insured** means the person or organization named in the Policy Declarations

17. **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**.

18. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:

- a) False 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;
- d) An 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) An oral or written publication of material that violates a person's right to privacy; or
- f) Misdirection of a person to an **Aircraft** or other conveyance.

19. **Products-Completed Operations Hazard** includes all **Bodily Injury** and **Property Damage** occurring away from premises you own, lease, or rent arising out of **Your Product** or **Your Work** except:

- a) Products that are still in your physical possession; or
- b) Work that has not yet been completed or abandoned.

Your Work will be deemed completed at the earliest of the following times:

- a) When all of the work called for in your contract has been completed.
- b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- c) When the part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

This hazard does not include **Bodily Injury** or **Property Damage** arising out of:

- a) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **Loading** or **Unloading** of it;
- b) The existence of tools, uninstalled equipment, or abandoned or unused materials.

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, such **Loss** of use shall be deemed to occur at the time of the physical injury that caused it; 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**.

20. **Rotary Wing** or **Rotor Wing** or **Rotorcraft** means an aircraft with an airfoil that rotates in an approximately horizontal plane, providing all or most of the lift such as or similar to a helicopter, autogiro, tiltrotor, or gyroplane.

21. **Spouse** means spouse or individual who is in a domestic partnership recognized under State law of which the policy was issued.

22. **Suit** means a civil proceeding in which such damages because of **Bodily Injury, Property Damage, Personal Injury, or Advertising Injury** to which this insurance applies are alleged. **Suit** includes:

- a) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

23. **Your Product** means:

- a) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - i. You;
 - ii. Others trading under your name; or
 - iii. A person or organization whose business or assets you have acquired; and
- b) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods and products.

Your Product Includes:

- a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **Your Product**; and
- b) The providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

24. **Your Work** means:

- a) Work or operations performed by you or on your behalf; and
- b) Materials, parts, or equipment furnished in connection with such work or operation.

Your Work includes:

- a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **Your Work**; and
- b) The providing of or failure to provide warnings or instructions.

SAMPLE