



# Non Owned Aircraft Insurance Policy

*Number*  
***AIM0951634***

Issued to *Ultralight Pilots Association  
of Canada*

Issued By: **AIM Underwriting Limited**  
1600-130 Adelaide Street West, Toronto, Ontario, M5H 3P5

On Behalf of:  
**Allianz Global Risks US Company Limited – 100%**

Your Broker Is:  
Park Aviation Services Ltd.  
#380-18799 Airport Way  
Pitt Meadows, BC V3Y 2B4

The Insured is requested to read this Policy carefully, and if incorrect, then return it immediately for corrections.



# Declaration Page

You have made an application to us for coverage on non owned aircraft and we agree to issue on behalf of the Allianz Global Risks US Company Limited, a Policy of insurance based on the details provided to us. This Declaration Page outlines the coverage that you purchased. The Policy attached to this Declaration Page defines the available coverages along with the terms, conditions and exclusions applicable to this Policy and Declaration Page.

**Policy Number** AIM0951634

**Minimum and Retained Premium Due** \$ To be reported on a Certificate Basis

1. **Named Insured** Per Individual Certificates issued to Members of Ultralight Pilots Association of Canada.  
C/O Park Aviation Services Ltd.  
#380 - 18799 Airport Way, Pitt Meadows, British Columbia, V3Y 2B4  
Pitt Meadows, BC V3Y 2B4
2. **Policy Period:** Commences at the address shown above at 12:01AM on January 1, 2009 and Expires at 12:01 AM on December 31, 2010.
3. **Coverage:** The coverage under this Policy applies only to the coverage details listed below or as stated by endorsements attached.

## Hull Coverage Purchased

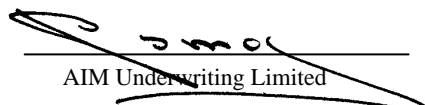
Registration	Make & Model of Aircraft	Amount of Insurance when aircraft is operated on			Coverage Purchased	Deductibles		Premium
		Landplane	Skiplane	Floatplane		In Motion or Moored	Not In Motion	
<b>PER INDIVIDUAL CERTIFICATES ISSUED</b>								

## Liability Coverage Purchased

Registration	Passenger Seats	Coverage F Combined Bodily Injury, Property Damage and Premises Each Occurrence	Coverage G Passenger Bodily Injury		Coverage F & G Combined	Premium
			Each Person	Each Occurrence		
<b>PER INDIVIDUAL CERTIFICATES ISSUED</b>						

4. **Use of Your Aircraft:** The aircraft will be used for: **Private Business and Pleasure**
5. **Approved Pilots.** Coverage under this Policy only applies when the pilot flying the aircraft is: **PER INDIVIDUAL CERTIFICATES ISSUED**
6. **Owner of the Aircraft:** The Named Insured as shown in item 1 of this Declaration Page is the sole owner of the aircraft insured under this Policy and no other person has any financial interest in the aircraft except as stated as follows: **NOT APPLICABLE AS AIRCRAFT NOT OWNED BY YOU.**

This document dated October 6, 2009 has been signed and approved by:

  
 \_\_\_\_\_  
 AIM Underwriting Limited and

Countersigned by:

\_\_\_\_\_  
 Authorized Representative

# Insuring Agreements

In return for payment of the premium, we will provide the insurance described in this Policy and attached Endorsements, for the Coverages applicable according to the Declaration Page, and subject to the Conditions, Definitions, Limitations and Exclusions contained herein and in the Policy Declaration Page or attached Endorsements.

## Definitions

There may be certain words in this Policy, which need further interpretation. At the end of this Policy, there is a section, which explains further the meaning of certain words used in this Policy.

## Conditions

The Conditions outlined here are Conditions of importance applicable to all Coverages in your Policy. There are additional Conditions, which appear in the separate sections of this Policy.

**Use of Aircraft** – The Insurance applies only if your aircraft is used for the purposes shown on the Declaration Page.

**Who can fly your Aircraft** -The Insurance applies only if your aircraft is flown by

1. an approved pilot whose name is stated in item 5 of the Declaration Page or in an endorsement to this Policy;
2. a pilot employed by a Transport Canada approved maintenance company for the purpose of test flying your aircraft after maintenance work has been completed on your aircraft or for ferrying your aircraft to and from your usual airport where your aircraft is based for the purposes of having maintenance work performed on your aircraft;
3. a pilot while providing a pilot named in item 5 of the Declaration Page or Endorsement to this Policy with proficiency training or type experience on the insured aircraft. If this proficiency training or type experience is performed on Float, Tailwheel or Amphibian aircraft the pilot performing this proficiency training or type experience must have at least 25 hours logged on such type.
4. a pilot while providing ab initio instruction to a pilot named in item 5 of the Declaration Page or Endorsement;

provided such pilot has a valid and current pilot's license, a valid and current medical certificate and all necessary ratings and endorsements which are appropriate to the aircraft and to the flight and who is not in violation of any such license, medical certificate rating or endorsement.

**Who may taxi your aircraft** - While your aircraft is on the ground any person qualified to fly your aircraft and who has your permission may taxi your aircraft – See definition of "Taxying".

**When and Where Coverage Applies** - The Insurance applies to claims arising from occurrences which take place during the Policy period shown on the Declaration Page while your aircraft is within or is en route between these places; Canada, the French Islands of St. Pierre and Miquelon, the Republic of Mexico, the Bahamas, the Islands of the Caribbean or the Continental United States of America including Alaska. While In Alaska there are restrictions – see Liability Section "Limits of Liability"

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

**Assignment** - You cannot assign or transfer your interest in this Policy without our consent. If you die or are declared legally bankrupt or insolvent within the Policy period we will; i) Add your legal representatives as a Named Insured in item 1 of the Declaration Page. ii) Insure any other person having proper temporary custody of the Insured aircraft until such time as a legal representative has been appointed.

**More than one Aircraft** - If more than one aircraft is covered under this Policy, then Coverage applies separately to each aircraft.

**Cancellation** - i) You may cancel this Policy at any time by giving us written notice in advance of the date that you require the Policy to be cancelled. The cancellation will be effective from that date. We will calculate the return premium due to you based on the short rate table shown in this Policy. If however the Declaration Page shows that the premium is 'Minimum and Retained' then no return premium will be given to you unless the aircraft has been sold or if the aircraft is leased and returned to the Lessor ii) We may cancel this Policy by mailing to you at the address shown in the Policy, written notice stating when, but not less than 30 days thereafter, except 10 days in the event of non payment of premium, such cancellation shall be effective. The mailing of such notice by registered mail will be sufficient proof of notice, and this Policy will end on the date of cancellation shown in the notice. We will calculate the return premium due to you based on a pro rata daily basis.

**Deletion of an aircraft** - If you have more than one aircraft insured under this Policy, then deletion of one of these aircraft will be done on a pro rata daily basis. If however you only have one aircraft insured under this Policy, then the return premium will be based on the short rate scale. No return premium will be paid to you under any Coverages i) if the aircraft had a loss under this Policy which exceeded the total premium charged under this Policy or ii) if the Declaration Page shows that the premium is 'Minimum and Retained' unless the aircraft has been sold or if the aircraft is leased and returned to the Lessor

**Other Insurance** - If there is other insurance that also covers a loss covered under this Policy, then we will not be liable for a greater proportion of the loss, including all expenses, than the amount of insurance or limit of liability under this Policy bears to the total amount of all valid insurance. There are

two exceptions; i) The above would not apply with respect to any Policy specifically purchased as excess coverage. ii) If a loss occurs under the “use of other aircraft” section of this Policy, then the Coverage provided by that section will apply as excess insurance only.

**Misrepresentation** - If you have deliberately concealed or misrepresented any material fact concerning this insurance or the subject thereof or in the case of any fraud, attempted fraud, whether before or after a loss has occurred, then the insurance that you have for your aircraft will not apply, and the insurance provided by this section will be voided in its entirety.

## Exclusions Applicable To All Sections

The Exclusions outlined here are Exclusions of importance applicable to all Coverages in your Policy. There are additional Exclusions, which appear in the separate sections of this Policy.

**Weight of Aircraft** – We will not pay for any loss or damage if your aircraft is loaded outside the permissible limits of the center of gravity, or the weight of your aircraft and its disposable load exceeds the maximum weight for the aircraft as detailed in the Aircraft Type Certificate, Type Approval or Flight Manual.

**Noise and Pollution** - We will not pay for loss or damage arising from or caused by noise, whether audible to the ear or not, vibration, sonic boom and any phenomena associated therewith, or from any pollution or contamination whatsoever, except arising from a crash, fire, explosion or collision to your aircraft.

**Asbestos Exclusion Clause** – We will not pay for loss damage or expense directly or indirectly caused by, contributed to, or arising from the actual, alleged or threatened presence of asbestos in any form whatsoever or for any conditions relating to statutory or regulatory requirements relative to asbestos. Notwithstanding any other provisions of this Policy we will have no duty to investigate defend or pay defence costs in respect of any claim excluded in whole or in part under paragraph

**Radioactive Contamination** - We will not pay for loss or damage directly or indirectly caused by, contributed to, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.

**War Hijacking** - We will not pay for any 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 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 or any matters relating to the malicious disbursement of Chemical or biological agents
- ~~(c) Strikes, riots, civil commotions or labour 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) Act of sabotage or ~~any malicious act~~
- (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 your consent.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside your control by reason of any of the above perils. The Aircraft shall be deemed to have been restored to your control on the safe return of the Aircraft to you 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). With respect to the deletion (section that is struck through) of Paragraphs, or part thereof (c) and (e) above in the event of a claim or series of claims arising from these paragraphs then the maximum limit of liability available for hull and liability coverages will be as follows:

1. Hull – Canadian Dollars \$2,000,000 in the aggregate, regardless of the number of occurrences during the Policy term

Liability – The aggregate limit will be double the limits shown on the Declaration Page but in no event more than Canadian 10 million in the aggregate regardless of the number of occurrences during the Policy term for Coverage F as defined in the Policy.

**Date Recognition 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):

1. The failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in your possession 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;
2. Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in your possession or 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;
3. 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 yours or of any third party related to any such change of year, date or time.

And any provision of this Policy concerning any duty of ours to investigate or defend claims shall not apply to any claims so excluded.

# Physical Damage Section

## Hull Coverages

If the Declaration Page shows that you purchased Hull Insurance Coverage A or C, then your aircraft will be covered as described below and we will pay, unless specifically excluded or limited under the Policy for physical damage to your aircraft as follows:

Coverage A - For any physical damage or loss to your aircraft whether it is in motion or not in motion.

Coverage C - For any physical damage or loss to your aircraft while it is not in motion.

If your aircraft is stolen then, Coverage A or C apply.

## How Much will we pay

*Total loss* - We may declare your aircraft to be a total loss:

1. If the amount of salvage/recovery costs and estimated repair costs exceeds the amount of Insurance shown on the Declaration Page OR in the event of windstorm damage if the amount of salvage/recovery costs and estimated repair costs exceed 80% the amount of Insurance shown on the Declaration Page.
2. If your aircraft is stolen or disappears and is not found within 60 days.

We will then pay you the amount of insurance shown on the Declaration Page. If we pay you a total loss on your aircraft, then at our option, your aircraft is our property.

*Partial Loss* - If your aircraft is not a total loss, then we will pay as follows:

1. The cost, as agreed by us, where necessary, of transporting your aircraft or parts, from the place of accident to the place where repairs can be made and returned to the place of the accident or your home base whichever is nearer.
2. If repairs are made by other than you, the net cost to you (excluding additional charges for overtime) to repair your aircraft with materials of like kind and quality.
- ~~3.~~ If repairs are made by you, your actual net cost for materials and parts of like kind and quality

## 1. Limited Payments - If you purchased Coverage C:

1. the maximum we will pay in respect to any hail damage is 20% of the amount of insurance shown in the Declaration Page less the applicable deductible.
2. If the aircraft is outside and is not tied down the maximum we will pay in respect to any wind storm damage is 35% of the amount of insurance stated in the Declaration Page.

## Limits of Liability

Whether the physical damage to your aircraft is repaired or settled on a total loss basis, we will not pay for more than the amount of insurance stated on the Declaration Page. The amount of insurance on your aircraft is reduced, from the date of loss by the amount of damage. The amount of insurance will then increase by the value of repairs performed until the original amount of insurance is reached. If the damage is settled on a total loss, then all cover ceases.

## Deductibles

The deductible shown on the Declaration Page is the amount that you must first pay towards any physical damage claim for your aircraft.

## Exclusions

We will not pay any claim arising from:

1. Loss of use of your aircraft.
2. Wear and tear, deterioration, freezing, mechanical or electrical breakdown or failure. However, this Policy applies to other such loss or damage covered by this Policy resulting from these foregoing causes.
3. Loss or physical damage which arises out of taking, holding, repossessing, sale or embezzlement by anyone who you have given care custody control or use of your aircraft; or by any person making a claim for or against your aircraft under any contract or agreement at law.
4. Loss or physical damage to your aircraft if your interest is other than as stated in item 1 of the Declaration Page.
5. Loss or physical damage to your aircraft if it is being operated on a float or amphibian undercarriage when not declared as such on the Declaration Page.

## **Additional Coverages**

*Forced Landing Cover* - If you purchased Coverage A, we will pay all reasonable expenses for removal of your aircraft from a place of forced landing to the nearest airport if the place of forced landing is inadequate for a safe take off for flight. We will not pay for any expenses in correcting any mechanical difficulty nor will the expense exceed (20%) twenty percent of the amount of insurance with respect to the aircraft involved.

## **Additional Conditions**

*When We Will Pay Your Loss* - Once we have agreed upon the final amount to be paid, we will pay you no later than thirty (30) days after receiving the proof of loss. We may, at our option only, reduce the amount shown on the proof of loss by any premiums not paid to us or not paid to your Broker who placed the insurance with us.

*Legal Action Against Us For Physical Damages* - No action to recover any loss or physical damage to your aircraft under this Policy will be made, unless all the requirements of this Policy have been complied with and unless the action is commenced within twelve (12) months after the happening of the occurrence.

# Liability Section

If the Declaration Page shows that you purchased liability Coverage F or G, we will pay on your behalf all amounts which you are legally obligated to pay as damages, including any pre-judgment interest, unless excluded or limited in this Policy, as follows: -

Coverage F - Bodily injury sustained by any person who is not a passenger or destruction of property, including loss of use thereof.

Coverage G - Bodily injury sustained by a passenger.

caused by an occurrence and arising out of the ownership, maintenance, or use of your aircraft or use of the premises on which your aircraft is stored.

## **Who is Covered under this Section**

You and any relative of yours who is resident in your household provided i) you are a paid up UPAC member with a paid up Family membership while operating your aircraft with your permission and ii) the resident does not hold a student pilot permit, unless stated in item 5 of the Insurance certificate.

## **Limits Of Liability**

The maximum amount that we will pay for all damages arising out of any one occurrence, regardless of the number of claims under Coverages F or G will be the amounts shown on the Declaration Page, for the coverage purchased, except when your aircraft is in Alaska. When your aircraft is in Alaska the maximum we will pay is \$300,000 per passenger or the limit you purchased whichever is less.

If there is more than one person covered under this Policy, each one is covered separately, but the limit of liability shown on the Declaration Page is not increased.

## **Additional Coverages**

In addition to the Coverages shown on the Declaration Page, we will also provide additional Coverages, as listed below, which will be paid by us in addition to the limits of liability shown on the Declaration Page.

*Emergency Charges* - For charges made by others to you arising out of emergency conditions for; i) Foaming of a runway preceding any emergency or crash landing; ii) Fire, crash control and rescue; iii) Search and rescue. The maximum that we will pay for these expenses will not exceed \$50,000 for any one occurrence.

*First Aid* - For expenses that you incur for immediate first aid arising out of an occurrence.

*Medical Coverages* - If you purchased Coverage G passenger liability, we will agree to pay all reasonable medical expenses you or a passenger incur within one year from the date of the accident provided the aircraft was used by you or with your permission. The expenses include the necessary cost of medical, surgical, dental, ambulance, hospital, professional nursing and funeral expenses.

The maximum that we will pay is \$5,000 per passenger and is included within the limits you purchased for Liability Coverages. Any payment made by us, whether directly to you or any other organization, will not be considered an admission of legal responsibility of us.

*Violation Costs* - We will provide a maximum of \$5,000 for the cost to defend a legal action against any approved named pilot under this Policy in the event that an Aviation Authority takes action against that pilot for a violation arising out of an occurrence. We will not however be responsible to provide a defense or pay any fines.

*Defense and Defense costs* - We will defend any lawsuit brought against you seeking damages for bodily injury or property damage for which Coverage is provided in this Policy even if the lawsuit is groundless, false or fraudulent. We may investigate and settle any claim or suit we deem appropriate.

During the time that we are obligated to defend the suit, we will pay all costs of your defense including the investigation, court costs and all interest on the amount of any judgment after the judgment has been made by the court for that part of the judgment which does not exceed our total limit of liability. We are not obligated to defend you after our limits of liability have been exhausted by any settlement or tender into court.

In the event that we have requested the execution of a Non-Waiver Agreement or have issued you a letter reserving our rights with respect to a claim or suit, and you appoint a lawyer of your choice to defend you, then in that event all costs of such lawyer appointed by you shall be paid by you.

In respect of any Combined Claims we shall, subject to the limits of liability of this Policy, indemnify and defend you only for that portion of the claim or claims covered by this Policy.

We will not pay for you or your employee's loss of earnings, wages or salaries incurred in the defense of a claim.

*Bonds* - We will pay premiums on; appeal bonds required; bonds required to release any property that is being held as security; bail bonds required by you because of an occurrence or violation of law or regulation.

### **Exclusions**

*Passenger Coverage* – We will not pay for any bodily injury or death to any passenger on a Basic Ultralight unless the passenger has a valid pilot's license that qualifies him to fly the aircraft as fully outlined in the Transport Canada Regulations. We will not pay for any bodily injury or death to any passenger if the pilot flying the aircraft does not have the appropriate rating allowing for passenger carrying along with a valid pilot's license and current medical certificate and all necessary ratings and endorsements which are appropriate to the aircraft and to the flight and who is not in violation of any such license, medical certificate rating or endorsement.

*Property* - We will not pay for destruction of property including loss of use of property, which is owned, rented, occupied or used by or in your care custody and control except for personal baggage of a passenger injured in an occurrence covered by this Policy. This exclusion does not apply to: i) Personal baggage of a passenger who is not injured but not exceeding a limit of \$5,000 each passenger; ii) An aircraft hangar or contents thereof, but not exceeding \$50,000 any one occurrence and not owned by you..

*Worker's Compensation* - We will not pay for any obligation for which you may be liable under any law relating to worker's compensation, occupational disease, disability benefit, unemployment compensation or other similar legislation.

*Employees* - We will not pay for any bodily injury to any employee or officer of yours injured in the course of their employment, or to any employee with respect to injury of another employee of yours injured in the course of such employment or for bodily injury to you.

*Intentional Injury* - We will not pay for bodily injury to others or to destruction of property including loss of use, which is caused intentionally by you or at your direction, except for the purpose of preventing the dangerous interference with the operation of your aircraft.

*Other Damages* - We will not pay for; i) Any fines, penalties, punitive damages, or exemplary damages assessed against you; ii) Any liability arising from your failure to provide transportation services, loss of reputation, goodwill or financial losses of a customer of yours due to the manner in which the services were provided or were not provided.

*Assumed Liability* - We will not pay for any liability you assume under a contract or agreement other than an airport contract you sign in order to use the airport or airport facilities, provided the agreement or contract does not increase our limits of liability under this Policy. We will acknowledge any agreement you have to sign holding a hangarkeeper, repair or service organization free from liability arising out of the storage of your aircraft while it is not in motion..

*Legal Action Against Us For Liability Claims* - No suit or action to recover any claim under this section of the Policy can be made until your obligations to pay has been finally determined either by judgment against you after actual trial or agreed to in writing by yourself, us and the claimant.

## **Other Coverages Section**

**Newly Acquired Aircraft** - If you have purchased an additional aircraft, we will cover it under this Policy, for an additional premium provided:

1. You notify us within 10 days of purchasing the new aircraft.
2. The value and the number of seats in the newly acquired aircraft do not exceed the maximum value and maximum seats of any aircraft insured under the Declaration Page or under an Endorsement attached to this Policy.
3. We insure all aircraft owned or leased by you.
4. This automatic coverage will not apply if the aircraft acquired is not registered by Transport Canada as a Basic Ultralight or Advanced Ultralight.

**Use of Other Aircraft** - Provided you have purchased Coverages A,F or G, then subject to all terms, conditions and exclusions, those Coverages purchased are extended to apply to the use of any aircraft by you in the event a claim is made or a suit is brought against you provided that:

1. You do not use the aircraft for commercial purposes.
2. The aircraft is not leased to or owned in whole or in part by, or registered in your name, or that of any member of your family or household.
3. The number of passenger seats in the aircraft does not exceed one passenger seat.
4. The maximum amount of hull insurance available, will be no more than the amount of Insurance you purchased on your aircraft and is subject to the same deductibles used for your aircraft..
5. The aircraft used is either registered by Transport Canada as an Basic Ultralight or an Advanced Ultralight.

# Loss Section

You must notify us as soon as possible after an occurrence giving us the following details: aircraft registration, the time, date, place and details of the occurrence, including names and addresses of any witnesses or injured people.

## **Physical Damage To Your Aircraft -**

*Protection of your Aircraft* - You must protect your aircraft from any further loss or physical damage. Any loss or physical damage due directly or indirectly to your failure to protect your aircraft shall not be recoverable under this Policy. We will pay all reasonable expenses that you incur to protect your aircraft from further loss. We will not pay for any reward you offer without our prior agreement.

*Theft* - In the event that your aircraft or aircraft parts have been stolen, you must notify the Police as well as us.

*Recovery from Others* - When we pay for a loss, you hereby assign us your rights of recovery against others. You agree to cooperate and assist in the enforcement of such rights. We may then take legal action in your name to enforce such rights.

*Recovered Loss* - We have the right to return to you any property that was stolen or lost if it is recovered before the actual payment for the loss is made.

## **Liability Claims**

*Rights Of Recovery* - You must not, except at your own risk, voluntarily make any payment, assume any obligation, or incur any expenses except for immediate medical first aid.

*Assistance and Cooperation* - You must give us full assistance on any matters in connection with settlement of liability claims including, but not limited to, producing documents in your possession that relate to the matter in question, attending hearings, proceedings and trials.

*Notice of Claim or Suit* - If a claim is made or a suit is brought against you, you must forward immediately to us every demand, notice, summons or other documents that you or your representative receive.

# Definitions

The words “**you** or **your(s)**” when used in this Policy refer to the name or names shown in the Declaration Page under item 1.

The words “**we**, **us** or **our**” when used in this Policy refer to the Insurers shown on the Policy Jacket Page.

“**Aircraft**” This means the Basic Ultralight or Advanced Ultralight, as registered by Transport Canada, as a landplane, skiplane, floatplane, amphibian, specifically described in this Policy and shall include i) operating, navigating and radio equipment attached or usually attached thereto, ii) parts temporarily detached from your aircraft and not replaced by other similar parts, iii) alternate undercarriages and their fittings for an aircraft for the configuration as stated in the Declaration Page and iv) tools, repair and survival equipment in your aircraft which are usual for its operation. Portable GPS Systems are not considered to be part of an Aircraft unless specifically endorsed to this Policy.

“**Bodily Injury**” as respects any person, includes sickness or disease, including mental anguish or death resulting therefrom but does not include punitive or exemplary damages.

“**Combined Claim(s)**” This means Claim or claims made against you which includes a risk or loss that is covered by this Policy and a risk or loss that is not covered by this Policy.

“**Combined Single Limit**” This means the total limit of our liability, for each aircraft insured by this Policy, for all damages as insured under Coverages F, G combined regardless of the number of claims arising from any one occurrence.

“**Hire, Reward or Remuneration**” As used herein does not include the reimbursement to you for operating expenses of your aircraft.

“**In Motion**” - This means whenever the aircraft is moving under its own power or momentum generated thereby, or in the case of a helicopter whenever the rotors are turning.

“**Not In Motion**” - This means whenever the aircraft is not “In Motion”.

“**Occurrence**” - This means an accident, or a continuous or repeated exposure to conditions, which results in injury during the term of the Policy, provided the injury is accidentally caused; all damage arising out of such exposure to substantially the same general conditions shall be deemed to arise out of the same occurrence.

“**Passenger**” - This means any person in, on, or boarding the aircraft for the purpose of riding therein, or alighting therefrom following a flight or attempted flight therein.

“**Premises**” - This means the immediate parking area, tiedown area or storage area where your aircraft is stored, but must not be owned in whole or in part by you.

“**Taxying**” - This means while the aircraft is in motion but on the ground only. Taxying does not include the period from the time the aircraft moves in an attempt to take off until it has completed its landing run and left the active runway.

## **Uses**

**“Private Business and Pleasure** - This means personal and pleasure use and includes upgrading instruction or use in the direct connection with your business.

**“Commercial Excluding Instruction and Rental”** - This means Private Business and Pleasure use of your aircraft and for the transportation of passengers or goods for hire and reward, but strictly in accordance with licenses granted to you by the Government Authorities, but not for rental or instruction on the aircraft.

**“Commercial Including Instruction and Rental”** – This means Private Business and Pleasure use of your aircraft and for the transportation of passengers or goods for hire and reward, but strictly in accordance with licenses granted to you by the Government Authorities, including for rental or instruction on the aircraft.

### Short Rate Cancellation Table When Aircraft Sold

Days in Force	% of premium Earned	Days in Force	% of premium Earned	Days in Force	% of premium Earned	Days in Force	% of premium Earned	Days in Force	% of premium Earned	Days in Force	% of premium Earned
1-10	30	61-70	40	121-130	50	181-190	67	241-250	79	301-320	91
11-20	32	71-80	42	131-140	53	191-200	69	251-260	81	321-330	93
21-30	34	81-90	44	141-150	56	201-210	72	261-270	83	331-340	95
31-40	36	91-100	46	151-160	59	211-220	73	271-280	85	341-365	100
41-50	37	101-110	47	161-170	62	221-230	75	281-290	87		
51-60	39	111-120	48	171-180	65	231-240	77	291-300	89		