



OLD REPUBLIC INSURANCE COMPANY

AVIATION POLICY

Policyholder Issuing and Servicing Office:

Old Republic Aerospace, Inc.
1990 Vaughn Road, Suite 350
Kennesaw, Georgia 30144
770-590-4950



OLD REPUBLIC INSURANCE GROUP

INSURANCE IS PROVIDED BY
THE COMPANY DESIGNATED ON THE COVERAGE DATA PAGE

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative .

OLD REPUBLIC INSURANCE COMPANY
133 Oakland Avenue
Greensburg, Pennsylvania 15601
A Stock Company

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

Secretary

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

President

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER AVC00109021

RENEWAL OF: AVC00109020

ITEM 1. NAMED INSURED: WEST MICHIGAN FLYING CLUB, INC.
 AND THE INDIVIDUAL MEMBERS THEREOF
 551 AIRPORT RD
 NORTON SHORES MI 49441-5001

ITEM 2. POLICY PERIOD: FROM DECEMBER 15, 2020 TO DECEMBER 15, 2021
 12:01 A.M. STANDARD TIME AT THE ADDRESS IN ITEM 1.

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

LIMITS OF LIABILITY

	EACH PERSON	EACH OCCURRENCE	LIAB PREMIUM
ITEM 4. LIABILITY COVERAGES			
D. SINGLE LIMIT BODILY INJURY, INCLUDING PASSENGERS, AND PROPERTY DAMAGE;		\$ 1,000,000	\$ 11,396
PASSENGER LIABILITY LIMITED TO:	\$ 100,000	****	****
E. EXPENSES FOR MEDICAL SERVICES	\$ 3,000	\$ 12,000	\$ 0
		LIAB. TOTAL:	\$11,396

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

F.A.A. REG.		SEATS		INSURED
AIRCRAFT	NO. YEAR MAKE AND MODEL	TYPE	CREW PASS.	VALUE
1.	N91596 1973 CESSNA 172	LAND	1 3	\$40,000
2.	N30860 1970 CESSNA 177	LAND	1 3	\$50,000
3.	N704DZ 1977 CESSNA 150	LAND	1 1	****
4.	N20421 1973 CESSNA 172	LAND	1 3	\$40,000

PHYSICAL DAMAGE

DEDUCTIBLES

COVERAGE		PREMIUM	NIL ON FIRE AND THEFT	
			NOT IN MOTION	IN MOTION
1.	F: ALL RISK: GROUND & FLIGHT	\$ 2,724	\$ 1,000	\$ 2,500
2.	F: ALL RISK: GROUND & FLIGHT	\$ 2,895	\$ 1,000	\$ 2,500
4.	F: ALL RISK: GROUND & FLIGHT	\$ 2,724	\$ 1,000	\$ 2,500

PHYSICAL DAMAGE TOTAL: \$8,343 POLICY PREMIUM: \$19,739

OLD REPUBLIC INSURANCE COMPANY

DECLARATIONS

POLICY NUMBER AVC00109021

PAGE 2

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

AS ENDORSED

ITEM 7. The aircraft will be used for FLYING CLUB

Endorsements forming a part of this policy on effective date in Item 2 above J1001(11/17), AV-2 (07/01), AV512(08/92), AV739(01/09), AV337(02/92), AV453(06/00), AV460(05/15), AV443(05/98), 2000a(03/01), AV48C(01/07), PA313(02/05), CTXGA(01/08), AVMIC(05/15), GFMEX(08/11).

ITEM 8. LOSS PAYABLE: Any loss under coverage F or G is payable as interest may appear to the named insured and/or
NOT APPLICABLE

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

PRODUCER: TRI-STATE AIRWAY AGENCY, INC.
719 AIRPORT DRIVE
ANN ARBOR MI 48104

AV1A (07/86)

OLD REPUBLIC INSURANCE COMPANY
TERRITORIAL EXCLUSION ENDORSEMENT

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

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: WEST MICHIGAN FLYING CLUB, INC.
AND THE INDIVIDUAL MEMBERS THEREOF
551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

AV337 (02/92)

OLD REPUBLIC INSURANCE COMPANY

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

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

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

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

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

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

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

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

OLD REPUBLIC INSURANCE COMPANY

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

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

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

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to:

WEST MICHIGAN FLYING CLUB, INC.
AND THE INDIVIDUAL MEMBERS THEREOF
551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

AV453 (06/00)

OLD REPUBLIC INSURANCE COMPANY
MECHANICAL BREAKDOWN ENDORSEMENT

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

THIS POLICY DOES NOT APPLY:

8. UNDER COVERAGES F AND G

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

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

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

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WEST MICHIGAN FLYING CLUB, INC.
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551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

AV460 (05/15)

OLD REPUBLIC INSURANCE COMPANY

MAINTENANCE/REPAIR PILOT AMENDMENT ENDORSEMENT

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

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

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

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

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to:

WEST MICHIGAN FLYING CLUB, INC.
AND THE INDIVIDUAL MEMBERS THEREOF
551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

OLD REPUBLIC INSURANCE COMPANY

DATE RECOGNITION EXCLUSION ENDORSEMENT

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

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) to accurately or completely process, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of Insurers to investigate or defend claims shall not apply to any claims so excluded.

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: WEST MICHIGAN FLYING CLUB, INC.
AND THE INDIVIDUAL MEMBERS THEREOF
551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

2000a (03/01)

OLD REPUBLIC INSURANCE COMPANY

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE

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

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any malicious act or act of sabotage.
- (e) Confiscation, nationalization seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- (f) Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the insured.
- (g) All loss, cost or expense arising out of or related to, either directly or indirectly, any deliberate, unlawful act that includes, involves or is associated with, in whole or in part, the use or threatened use of, or release or threatened release or escape of, any pathogenic, biological, chemical agent, material, device or weapon, and any action taken to hinder, defend against or respond to any such activity. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to such loss, cost or expense.

OLD REPUBLIC INSURANCE COMPANY

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE

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

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to:

WEST MICHIGAN FLYING CLUB, INC.
AND THE INDIVIDUAL MEMBERS THEREOF
551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

AV48C (01/07)

OLD REPUBLIC INSURANCE COMPANY

ASBESTOS EXCLUSION ENDORSEMENT

This policy shall not apply to:

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

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: WEST MICHIGAN FLYING CLUB, INC.
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NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

OLD REPUBLIC INSURANCE COMPANY

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

THIS AMENDMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This insurance does not apply to:

CERTIFIED ACTS OF TERRORISM

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

- B. The following definitions are added:

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

OLD REPUBLIC INSURANCE COMPANY

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

d) The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

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

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

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: WEST MICHIGAN FLYING CLUB, INC.
AND THE INDIVIDUAL MEMBERS THEREOF
551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

OLD REPUBLIC INSURANCE COMPANY

MANDATORY MICHIGAN AMENDMENT

THIS AMENDMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Section 1, entitled Notice of Occurrence, found under the policy CONDITIONS is replaced in its entirety by the following:

In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the Company or any of its authorized agents as soon as practicable.

Section 9, entitled Insured's Duties When Loss Occurs, found under the policy CONDITIONS the following is added:

- d. Failure by an Insured to give any notice required to be given by this policy within the time specified in this policy shall not invalidate any claim for coverage under this policy by such Insured if the Insured shall show that (i) it was not reasonably possible for such Insured to give such notice within the prescribed time, and (ii) the Insured gave such notice to the Insurer as soon as was reasonably possible.

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to:

WEST MICHIGAN FLYING CLUB, INC.
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551 AIRPORT RD
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Date of issue 12-15-2020

AVMIC (05/15)

OLD REPUBLIC INSURANCE COMPANY

MEXICO - WARNING

THIS IS A WARNING - PLEASE READ IT CAREFULLY.

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

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

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

OLD REPUBLIC INSURANCE COMPANY

PURPOSE OF USE ENDORSEMENT - FLYING CLUB

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

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

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

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

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to: WEST MICHIGAN FLYING CLUB, INC.
AND THE INDIVIDUAL MEMBERS THEREOF
551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

OLD REPUBLIC INSURANCE COMPANY

PILOTS

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

ANY BONAFIDE MEMBER OF WEST MICHIGAN FLYING CLUB, INC. WHO IS A STUDENT OR PRIVATE PILOT PROPERLY CERTIFICATED BY THE FAA, AND WHILE A STUDENT, OPERATES THE AIRCRAFT UNDER THE SUPERVISION OF A FLIGHT INSTRUCTOR PROPERLY CERTIFICATED BY THE FAA WHO SHALL HAVE SPECIFICALLY APPROVED EACH FLIGHT BY THE STUDENT PRIOR TO TAKE-OFF.

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

This endorsement becomes effective DECEMBER 15, 2020 to be attached to and hereby made a part of Policy No. AVC00109021 issued through OLD REPUBLIC INSURANCE COMPANY, issued to:

WEST MICHIGAN FLYING CLUB, INC.
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551 AIRPORT RD
NORTON SHORES MI 49441-5001

Date of issue 12-15-2020

AV512 (08/92)

AVIATION POLICY

POLICY PROVISIONS—FORM - AV2

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

INSURING AGREEMENTS

I. LIABILITY COVERAGES

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

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

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

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

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

II. EXPENSES FOR MEDICAL SERVICES COVERAGE

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

III. PHYSICAL DAMAGE COVERAGES

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

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

IV. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

Coverages A, B, C, and D

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

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

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

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

V. POLICY PERIOD, TERRITORY (All Coverages)

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

VI. TWO OR MORE AIRCRAFT

All Coverages

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

SPECIAL INSURING AGREEMENTS

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

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

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

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

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

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

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

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

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

EXCLUSIONS

This policy does not apply:

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

6. Under Coverages A, C and D

- (a) to any obligation for which the Insured or any carrier as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (b) to bodily injury to any employee of the Named Insured arising out of and in the course of his employment by such Named Insured;
- (c) to bodily injury or death of any person who is a Named Insured.

7. Under Coverages B and D to property damage to property owned, occupied, rented or used by, or in the care, custody or control of the Insured or carried in or on any aircraft, but this exclusion does not apply, as respects the Named Insured, to:

- (a) damages not exceeding \$250 for damage or loss of the personal effects and baggage of any guest passenger in any one occurrence; or
- (b) damages not exceeding \$1,000 any one occurrence for damage to hangars not owned by the Named Insured.

8. Under Coverages F and G

- (a) to loss or damage due to conversion, embezzlement or secretion by any person in possession of the aircraft under a bailment, lease, rental agreement, conditional sale, purchase agreement, mortgage or other encumbrance, nor for any loss or damage during or resulting therefrom;
- (b) to wearing apparel and other personal effects;
- (c) to loss or damage which is due and confined to wear and tear, deterioration, freezing, mechanical, hydraulic, pneumatic, structural or electrical breakdown or failure, or to tires unless damaged by fire or stolen, unless any such loss or damage is the direct result of other physical damage covered by this policy;
- (d) to loss or damage arising from capture, confiscation, seizure, arrest, restraint or detention or the consequences thereof or of any attempt there at, or any taking of the property insured or damage to or destruction thereof by any government or governmental authority or agent (whether secret or otherwise) or by any military, naval or usurped power, whether any of the foregoing be done by way of requisition or otherwise and whether in time of peace or war and whether lawful or unlawful;
- (e) damage to turbine engines caused by excessive heat which results from operations, attempted operation or shutdown of the engine.

LIMIT OF COMPANY'S LIABILITY

ALL COVERAGES (Other Insurance)

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

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

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

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

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

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

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

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

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

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

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

COVERAGE E (Total Liability)

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

COVERAGE F AND G (Total Liability)

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

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

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

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

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

DEFINITIONS

When appearing in this policy:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONDITIONS

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

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

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

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

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

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

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

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

APPLICABLE TO COVERAGE E (MEDICAL PAYMENTS)

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

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

APPLICABLE TO COVERAGES F AND G (PHYSICAL DAMAGE)

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

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

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

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

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

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

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

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

APPLICABLE TO ALL COVERAGES

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

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

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

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

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

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

19. CANCELLATION. This policy may be cancelled by the Named Insured by surrender thereof to or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than thirty (30) days (ten (10) days if for nonpayment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or the Company shall be equivalent to mailing.

20. RETURN PREMIUM. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation. The Company shall not be liable for any return physical damage premium in respect to an aircraft on which a total loss has been paid.

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

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

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

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PLEASE READ YOUR POLICY**

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Physical Damage Coverages	1	Bankruptcy and Insolvency	7
Defense, Settlement and Supplementary Payments	1	Financial Responsibility Laws	7
Policy Period, Territory	2	Medical Reports: Proof and Payments of Claim	8
Two or More Aircraft	2	Action Against Company	8
		Insured's Duties When Loss Occurs	8
SPECIAL INSURING AGREEMENTS		Appraisal	8
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Use of Other Aircraft	2	No Benefit to Bailee	8
Automatic Insurance for Newly Acquired Aircraft	2	Automatic Reinstatement	8
		Assistance and Cooperation of the Insured	9
		Inspection and Audit	9
EXCLUSIONS	3	Subrogation	9
		Changes	9
LIMIT OF COMPANY'S LIABILITY	4	Assignment	9
		Cancellation	9
DEFINITIONS	6	Fraud or Misrepresentation	9
		Terms of Policy Conformed to State Laws	9
ENDORSEMENTS	ATTACHMENT	Declarations	9

SHORT RATE CANCELLATION TABLE FOR ONE-YEAR POLICIES

Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	One Year Premium
1	5%	37-40	21%	95-98	37%	154-156	53%	219-223	69%	292-296	85%
2	6	41-43	22	99-102	38	157-160	54	224-228	70	297-301	86
3-4	7	44-47	23	103-105	39	161-164	55	229-232	71	302-305	87
5-6	8	48-51	24	106-109	40	165-167	56	233-237	72	306-310	88
7-8	9	52-54	25	110-113	41	168-171	57	238-241	73	311-314	89
9-10	10	55-58	26	114-116	42	172-175	58	242-246	74	315-319	90
11-12	11	59-62	27	117-120	43	176-178	59	247-250	75	320-323	91
13-14	12	63-65	28	121-124	44	179-182	60	251-255	76	324-328	92
15-16	13	66-69	29	125-127	45	183-187	61	256-260	77	329-332	93
17-18	14	70-73	30	128-131	46	188-191	62	261-264	78	333-337	94
19-20	15	74-76	31	132-135	47	192-196	63	265-269	79	338-342	95
21-22	16	77-80	32	136-138	48	197-200	64	270-273	80	343-346	96
23-25	17	81-83	33	139-142	49	201-205	65	274-278	81	347-351	97
26-29	18	84-87	34	143-146	50	206-209	66	279-282	82	352-355	98
30-32	19	88-91	35	147-149	51	210-214	67	283-287	83	356-360	99
33-36	20	92-94	36	150-153	52	215-218	68	288-291	84	361-365	100


Old Republic Aerospace, Inc.
1990 Vaughn Road
Suite 350
Kennesaw, Georgia 30144

Claim Office Locations

Exceptional aviation claim expertise at your service.

To Report a Claim

Online:

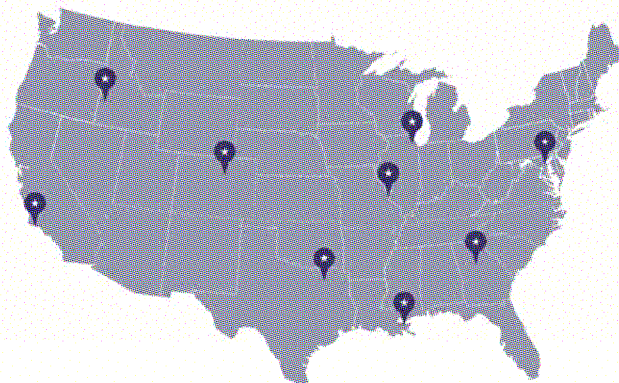
- ◆ Visit www.OldRepublicAerospace.com. Click  **Report a Claim** Fast & Easy Online Form or via the Claims drop down menu.

Email/Fax/Mail:

- ◆ Click the Report a Claim icon, download and email the PDF form to claims@oraero.com
- ◆ Fax to **1 (877) 223-3830**
- ◆ Mail to **1990 Vaughn Rd. Ste. 350, Kennesaw, GA 30144**

Phone:

Atlanta, GA (all claims including outside USA)	Tel: 770.590.4950 (833.272.6864)	Denver, CO	Tel: 303.989.7902
Baltimore, MD	Tel: 410.321.0314	Los Angeles, CA	Tel: 805.496.7181
Boise, ID	Tel: 208.350.6477	New Orleans, LA	Tel: 504.527.6160
Chicago, IL	Tel: 630.369.1076	St. Louis, MO	Tel: 636.536.0832
Dallas, TX	Tel: 972.991.7223		





OLD REPUBLIC INSURANCE COMPANY

PRIVACY POLICY

WE ARE COMMITTED TO PROTECTING YOUR PRIVACY

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

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

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

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

HOW WE COLLECT, USE AND DISCLOSE NONPUBLIC PERSONAL INFORMATION

We ask you for only the information we need.

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

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

We will not sell your nonpublic personal information.

Why we need the information.

Generally, we need to collect nonpublic personal information to:

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

We will obtain your permission.

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

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

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

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

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

We will limit how long we keep information.

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

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

WE WILL PROTECT YOUR NONPUBLIC PERSONAL INFORMATION

We are responsible for your information.

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

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

How we protect information.

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

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

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

YOUR RIGHT TO ACCESS YOUR NONPUBLIC PERSONAL INFORMATION

Your rights.

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

You also have the right to know:

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

How to request an update or correction.

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

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

FOR MORE INFORMATION

For more information, please contact Old Republic Aerospace Corporate Administration by email at www.OldRepublicAerospace.com or by U.S. mail at:

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