



AssuredPartners  
AEROSPACE



STRATEGIC  
PARTNER

AssuredPartners Aerospace  
OFFICE 411 AVIATION WAY, STE 210  
FREDERICK, MD 21701  
MAIL P O BOX 578, FREDERICK, MD 21705  
PHONE 800 622 2672  
[www.ap-aerospace.com](http://www.ap-aerospace.com)

May 17, 2021

Mr. Ngawang Sherpa  
9211 35th Ave apt 3k  
Jackson Heights, NY 11372

Re: Renter Aircraft Liability Insurance  
Assured No: 01436376  
Policy No: LN002275031-01

The attached policy should be checked carefully for correct policyholder information and to verify that all coverages requested are included. Once again we thank you for allowing AssuredPartners Aerospace to manage your aviation insurance needs.

If you have questions, concerns or need to make any changes to your coverage, please call us at (800) 622-AOPA (2672).

**AssuredPartners Aerospace is the leading national independent aviation insurance brokerage and serves more pilots than any other aircraft insurance agency. We are proud to count you among them. By insuring with us, you help AOPA protect your right to fly and promote general aviation through our strategic partnership with AOPA.**

Sincerely,  
AssuredPartners Aerospace  
[Address](#): PO Box 578, Frederick, MD 21705  
[Phone](#): 1-800-622-2672 [Hours](#): Mon-Fri 8:30am – 5:00pm Eastern Standard Time  
[Email](#): [FDK.Insurance@ap-aerospace.com](mailto:FDK.Insurance@ap-aerospace.com)

AssuredPartners Aerospace is going **GREEN** and changing our communications to **PAPERLESS!**

Attachment

CONFIDENTIAL

DL

N0-CVRLETP0LDELE

2020-07-21 9800

01436376



## Aviation Insurance Contract



Bring on tomorrow

**NON-OWNED AIRCRAFT INSURANCE POLICY  
COVERAGE SUMMARY PAGE**

This page, the policy provisions, and the endorsements attached, completes this policy at its inception.

Policy Number: LN 002275031-01      Issued by: NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA  
175 WATER STREET, 18TH FLOOR, NEW YORK, NY 10038

Item 1. **Your** Name and Address: NGAWANG SHERPA  
9211 35TH AVE APT 3K  
JACKSON HEIGHTS, NY 11372, USA

Item 2. Policy Period: From July 23, 2020 to July 23, 2021  
Beginning and ending at 12:01 a.m. standard time at the address shown in Item 1. above.

Item 3. Coverage only applies as indicated by a specific limit and premium.

	Limits of Liability	Premiums
A. <b>Non-Owned Aircraft</b> Liability Single Limit for <b>Bodily Injury</b> and <b>Property Damage</b> <u>In</u> cluding <b>Passengers</b> , but <b>Passenger Bodily Injury</b> Limited within the Single Limit to	\$ <u>250,000.</u> each <b>occurrence</b>  \$ <u>25,000.</u> each <b>passenger</b>	\$ 85.
B. <b>Physical Damage</b> to <b>Your Non-Owned Aircraft</b>	\$ <u>20,000.</u> each <b>non-owned aircraft</b>	\$ 250.

Endorsements: NOL01-NY 02/14, NOL180, NOL1421, NOL1271, NOL1433, NOL18, NOL992, \$ 1.  
UE38B, UE882-NY, UE46B-NY, 125595, UE1093, UE2000A, UE2001A, UE1437,  
69898, UE1011, UE1013

State and Local Premium Taxes: \$ 0.00

Total Premium \$ 336.00

Item 4. The **non-owned aircraft** will be used only for **Non-Commercial Use**.

Item 5. While the **non-owned aircraft** is in motion it will be piloted only by the person(s) meeting the provisions of the "Pilots Endorsement".

Producer ASSUREDPARTNERS DBA APA INSURANCE  
A00092 P. O. BOX 578, , FREDERICK, MD 21705

Countersigned \_\_\_\_\_

At \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Representative)

Approved By   
(Authorized Representative)

Date of Issue July 27, 2020

**PILOTS ENDORSEMENT  
FOR NON-OWNED AIRCRAFT**

Item 5 on Page One is completed as follows:

While **your non-owned aircraft** is in motion it will be piloted only by the person(s) specified below provided that the pilot-in-command has:

1. a current and valid **FAA** Pilots Certificate with ratings and endorsements applicable to **your non-owned aircraft**, or is under the direct supervision of a Certified Flight Instructor;
2. if required, a current and valid **FAA** Medical Certificate;
3. if required, a current and valid Flight Review;

PILOT(S) \_\_\_\_\_

NGAWANG SHERPA  
9211 35TH AVE APT 3K  
JACKSON HEIGHTS, NY 11372, USA

All other provisions of this policy remain the same.

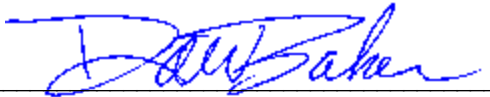
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Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 1

Date of Issue July 27, 2020

NOL180 (1/05)

By  \_\_\_\_\_  
(Authorized Representative)

## OTHER INSURANCE - EXPANDED PROVISIONS II

It is agreed that OTHER INSURANCE under PART THREE - **LIMITS OF THE COMPANY'S LIABILITY** - is amended to read as follows:

### OTHER INSURANCE

This insurance is excess insurance. If there is other insurance available to **you**, that insurance shall apply first. But if other primary insurance was issued to **you** through the **Aviation Managers** then the Limits of this policy are reduced by the amount of the applicable Limits of that other insurance unless such other insurance is available to you under a policy insuring the **non-owned aircraft** on which you are a **Named Insured** as defined in such policy.

All other provisions of this policy remain the same.

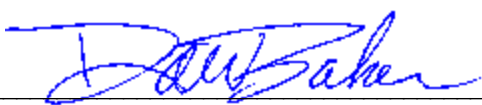
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By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 2

Date of Issue July 27, 2020

NOL1421 (11/13)

By   
(Authorized Representative)

## NON-OWNED AIRCRAFT LIABILITY BROAD COVERAGE ENDORSEMENT

This policy is amended as follows:

1. **PASSENGER PERSONAL EFFECTS INCREASED COVERAGE**

**EXCLUSION 6.** set forth under PART TWO is deleted and replaced with the following:

6. to **property damage** to property transported, owned or used by **you**, or in **your** care, custody or control but **we** will pay up to \$1,000 for **loss** to each **passenger's** personal effects, subject to an **occurrence** limit equal to \$1,000 multiplied by the total number of seats for **aircraft** involved.

2. **INSURANCE FOR MEDICAL EXPENSES**

- a) **INSURING AGREEMENTS** set forth under PART ONE are extended to include the following:

COVERAGE C - **Medical Expenses** Coverage

**We** will pay for reasonable and necessary **medical expenses** incurred within one (1) year of an insured **occurrence** for **bodily injury** to **passengers** including crew.

- b) **LIMITS OF THE COMPANY'S LIABILITY** set forth under PART THREE are extended to include the following:

COVERAGE C - **We** will not pay more than \$3,000 for reasonable and necessary **medical expenses** for each **passenger** (including crew) in any one **occurrence**, who has sustained **bodily injury**.

- c) **CONDITIONS OF INSURANCE** set forth under PART FOUR are extended to include the following:

**We** do not have to pay for, nor can **we** be sued for, any claim for **Medical Expenses** until thirty (30) days after a written proof of loss is submitted to **us** by the injured party or their duly appointed representative in a form acceptable to **us**. Coverage for **Medical Expenses** shall only be available if an acceptable written proof of loss is submitted by the injured party or their duly appointed representative within one (1) year of the **occurrence**. Any suit to recover **medical expenses** must be commenced within twelve (12) months after the date of the **occurrence**.

Payments **we** make for **Medical Expenses** shall not constitute an admission of liability by or on behalf of any insured, **us**, or the **Aviation Managers**.

- d) The **DEFINITION WORDS** set forth under PART FIVE are extended to include the following:

"**Medical Expenses**" means expenses for necessary medical, surgical, x-ray or dental service, prosthetic devices, and necessary ambulance, hospital profession nursing, and funeral services, but not monuments, headstones or burial places.

3. EMERGENCY EXPENSES

**INSURING AGREEMENT 4 - SUPPLEMENTARY PAYMENTS** - is extended to include the following additional coverages:

- e) the cost of runway **aircraft** foaming incurred by **you** for minimizing **loss** under this policy, but not in excess of \$10,000 each **occurrence** for each foaming; and,
- f) the actual expenses incurred by **you**, but not to exceed \$10,000 any one **occurrence**, for search and rescue operations performed by **you** or at **your** request, but only after all governmental and military search and rescue operations have been discontinued. Such expense and cost as provided herein is subject to prior notice and agreement by **us**.

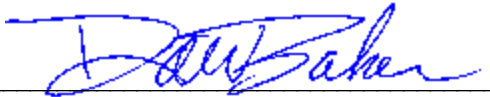
All other provisions of this policy remain the same.

This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 3

Date of Issue July 27, 2020

By   
(Authorized Representative)

## NON-OWNED SAILPLANE ENDORSEMENT

The Non-Owned Aircraft Policy is amended as follows:

1. Exclusion 1. c) ii) is deleted and replaced by the following:
  - ii) in **flight** when a special permit or waiver is required by the **FAA**, other than in **flight** in airspace approved for sailplane operations;
2. Exclusion 1. h) vi) is deleted as respects operations of non-owned sailplanes by **you**.

All other provisions of this policy remain the same.

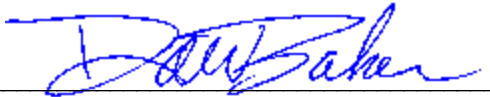
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By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 4

Date of Issue July 27, 2020

NOL1433 (06/14)

By   
(Authorized Representative)



## AIRWORTHINESS CERTIFICATE ENDORSEMENT

The Non-Owned Aircraft Policy is amended as follows:

Exclusion 1. d) is deleted and replaced with the following:

- d) if the **non-owned aircraft** is not certificated by the **FAA** under a Standard Airworthiness Certificate or an Experimental, Restricted or Light Sport Aircraft Certificate in full force and effect while in **flight**.

All other provisions of this policy remain the same.

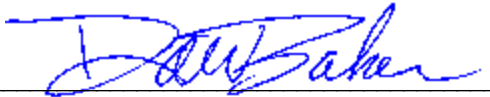
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By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 5

Date of Issue July 27, 2020

NOL18 (06/14)

By   
(Authorized Representative)

## DEDUCTIBLE INSURANCE FOR YOUR NON-OWNED AIRCRAFT ENDORSEMENT

This policy is amended as follows:

The coverage afforded by this endorsement applies only if you have purchased Liability Insurance For **Physical Damage to Your Non-Owned Aircraft** - Coverage B:

Deductible Insurance For **Your Non-Owned Aircraft** - Coverage C

We will pay for **physical damage** to your **non-owned aircraft** caused by an **occurrence** arising from **your** use of a **non-owned aircraft**.

### Limit of Liability

The **Company** will pay up to the Limit of Liability for Coverage B or \$5,000, whichever is less, for each **non-owned aircraft** to reimburse the owner or lessor of a **non-owned aircraft** for their insurance deductible caused by an occurrence arising from **your** use of a **non-owned aircraft**.

The Limit of Liability provided by Coverage C is part of and not in addition to the insurance afforded by Coverage B - **Physical Damage to Your Non-Owned Aircraft**.

As respects to Coverage C, exclusion 1. b) is deleted.

All other provisions of this policy remain the same.

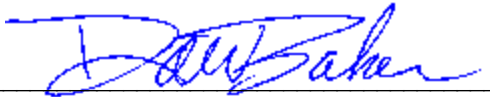
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By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 6

Date of Issue July 27, 2020

NOL992 (12/09)

By   
(Authorized Representative)

## NUCLEAR RISKS EXCLUSION CLAUSE AVN38B

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. This policy does not cover:

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

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

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

2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1. (b) and (c) above shall not include:

- (i) depleted uranium and natural uranium in any form;
- (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

3. This policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

- (i) the Insured under this policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
- (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
- (iii) the Insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.

4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2. shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this policy shall only apply to an incident happening during the period of this policy and where any claim by the Insured against the Company or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;
- (iii) in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u>  (IAEA Health and Safety Regulations)	<u>Maximum permissible level</u> <u>of non-fixed radioactive</u> <u>surface contamination</u> (Averaged over 300 cm <sup>2</sup> )
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 becquerels / cm <sup>2</sup> (10 <sup>-4</sup> microcuries / cm <sup>2</sup> )
All other alpha emitters	Not exceeding 0.4 becquerels / cm <sup>2</sup> (10 <sup>-5</sup> microcuries / cm <sup>2</sup> )

- (iv) the cover afforded hereby may be cancelled at any time by the Company giving seven days' notice of cancellation.

All other provisions of this policy remain the same.

This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 7

Date of Issue July 27, 2020

By   
(Authorized Representative)

## ASBESTOS EXCLUSION ENDORSEMENT- NEW YORK

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. The actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos; or
2. Any obligations, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.

However, the exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion, or collision or a recorded in flight emergency causing abnormal aircraft operations.

A complete defense must be provided for a claim which involves both covered and uncovered allegations, and no allocation of defense costs is permitted. Insurers will investigate, defend or pay defense costs in respect of any claim excluded in part under paragraphs 1. or 2. hereof.

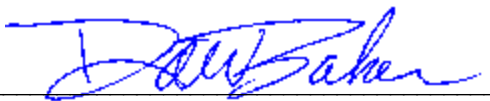
All other provisions of this policy remain the same.

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By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 8

Date of Issue July 27, 2020

By   
(Authorized Representative)

UE882-NY (03/12)

## NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE - NEW YORK

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. This policy does not cover claims directly or indirectly occasioned by, happening through, or in consequence of:
  - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (b) pollution and contamination of any kind whatsoever,
  - (c) electrical and electromagnetic interference,
  - (d) interference with the use of property,unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
2. 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 claims excluded by paragraph 1.
3. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

All other provisions of this policy remain the same.

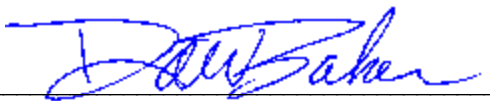
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By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 9

Date of Issue July 27, 2020

UE46B-NY (02/11)

By   
(Authorized Representative)

**FEDERAL SHARE OF COMPENSATION UNDER TRIA AND CAP ON LOSSES  
ENDORSEMENT**

This endorsement modifies insurance provided by this Policy:

**DISCLOSURE**

You should know that where coverage is provided by this Policy for losses resulting from "Certified Acts of Terrorism" (as defined by Section 102 (1) of United States Terrorism Risk Insurance Act), such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage such as, an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning January 1, 2018; 81% beginning January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from "Certified Acts of Terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion in a calendar year and if we have met our insurer deductible, we are not liable for the payment of any portion of the amount of such losses that exceeds \$100 billion; and for aggregate insured losses up to \$100 billion, we will only pay a pro rata share of such insured losses as determined by the Secretary of the Treasury.


All other provisions of this policy remain the same.

This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of  
Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 10

Date of Issue July 27, 2020

By   
(Authorized Representative)

**EXTENDED COVERAGE ENDORSEMENT - NEW YORK**  
Liability Coverage

(Terrorism Risk Insurance Program Reauthorization Act of 2015)

In consideration of an additional premium of \$     \$1 (Included)     , this policy is amended to provide such coverage as is set forth below:

(1) EXTENSION OF LIABILITY

Liability coverage as provided under this policy shall be extended to include any accident, incident, **occurrence**, act or event that is described or defined within the United States Terrorism Risk Insurance Act of 2002 and as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015 (collectively "TRIA"), such definition for an act of Terrorism is as shown below:

(2) LIMITATION OF LIABILITY

The limit of the Company's liability for the coverage contemplated by this endorsement shall be included within and shall not be in addition to the limits of liability provided under this policy.

(3) ACT OF TERRORISM:

(A) CERTIFICATION - The term "act of terrorism" means any act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to:
  - (I) human life;
  - (II) property; or
  - (III) infrastructure;
- (iii) to have resulted in damage within the United States or outside of the United States in the case of:
  - (I) an air carrier or vessel [described in TRIA]; or
  - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals 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.



(B) LIMITATION - No act shall be certified by the Secretary as an act of terrorism if:

- (i) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or
- (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

(C) DETERMINATIONS FINAL- 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.

THE PROVISIONS OF THIS ENDORSEMENT SHALL APPLY SOLELY TO TRIA AND SHALL IN NO WAY AFFECT THE PROVISIONS OF THE WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION), FORM NO. AVN48B, OR ANY AMENDMENTS THERETO.


All other provisions of this policy remain the same.

This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 11

Date of Issue July 27, 2020

By   
(Authorized Representative)

## DATE RECOGNITION EXCLUSION CLAUSE AVN2000A

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

- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the **Insured** or of any third party) accurately or completely to process, recognize, 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 our duty to investigate or defend claims shall not apply to any claims so excluded.

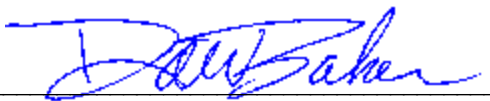
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By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 12

Date of Issue July 27, 2020

By   
(Authorized Representative)

UE2000A (1/05)

## DATE RECOGNITION LIMITED COVERAGE CLAUSE

Whereas the policy of which this endorsement forms part includes the Date Recognition Exclusion Clause (Clause AVN2000A), it is hereby understood and agreed that, subject to all terms and provisions of this endorsement, clause AVN2000A shall not apply:

1. to any accidental loss of or damage to an aircraft defined in the policy schedule ("Insured Aircraft");
2. to any sums which the Insured shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the Insured) in respect of:
  - a. accidental bodily injury, fatal or otherwise, to passengers caused by an accident to an Insured Aircraft; and/or
  - b. loss of or damage to baggage and personal articles of passengers, mail and cargo caused by an accident to an Insured Aircraft; and/or
  - c. accidental bodily injury, fatal or otherwise, and accidental damage to property caused by an Insured Aircraft or by any person or object falling therefrom.

### PROVIDED THAT:

1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the policy.
2. Nothing in this endorsement shall provide any coverage:
  - a. in respect of grounding of any aircraft; and/or
  - b. In respect of loss of use of any property unless it arises out of physical damage to or destruction of property in the accident giving rise to a claim under the policy.
3. The Insured agrees that it has an obligation to disclose in writing to the Insurers during the policy period any material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

All other provisions of this policy remain the same.


This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 13

Date of Issue July 27, 2020

UE2001A (11/05)

By   
(Authorized Representative)

## SANCTIONS AND EMBARGO CLAUSE - AVN111

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. If, by virtue of any law or regulation which is applicable to an Insurer at the inception of this policy or becomes applicable at any time thereafter, providing coverage to the "**Insured**" is or would be unlawful because it breaches an embargo or sanction, that Insurer shall provide no coverage and have no liability whatsoever nor provide any defence to the "**Insured**" or make any payment of defence costs or provide any form of security on behalf of the "**Insured**", to the extent that it would be in breach of such law or regulation.
2. In circumstances where it is lawful for an Insurer to provide coverage under the policy, but the payment of a valid and otherwise collectible claim may breach an embargo or sanction, then the Insurer will take all reasonable measures to obtain the necessary authorization to make such payment.
3. In the event of any law or regulation becoming applicable during the policy period which will restrict the ability of an Insurer to provide coverage as specified in paragraph 1, then both the "**Insured**" and the Insurer shall have the right to cancel its participation of this policy in accordance with the laws and regulations applicable to the policy provided that in respect of cancellation by the Insurer a minimum of (30) days notice in writing be given. In the event of cancellation by either the "**Insured**" or the Insurer, the Insurer shall retain the pro rata proportion of the premium for the period that the policy has been in force. However, in the event that the incurred claims at the effective date of cancellation exceed the earned or pro rata premium (as applicable) due to the Insurer, and in the absence of a more specific provision in the policy relating to the return of premium, any return premium shall be subject to mutual agreement. Notice of cancellation by the Insurer shall be effective even though the Insurer makes no payment or tender of return premium.

For the purpose of this endorsement Insurer shall mean the Company.


All other provisions of this policy remain the same.

This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 14

Date of Issue July 27, 2020

By   
(Authorized Representative)

UE1437 (06/14)

## NEW YORK AMENDATORY ENDORSEMENT

Whenever used in this endorsement: 1) "Insurer" means the insurance company which issued this policy; and 2) "Insured" means the Named Corporation, Named Organization, Named Sponsor, Named Insured, Named Entity, or Insured stated in the Declarations page;

This policy is hereby amended as follows:

I. The Cancellation and When We Do Not Renew provisions are deleted and replaced by the following:

(a) CANCELLATION BY THE INSURED

This policy may be cancelled by the Insured by surrender of this policy to the Insurer or by giving written notice to the Insurer stating when thereafter such cancellation shall be effective. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender.

(b) CANCELLATION, NONRENEWAL, AND CONDITIONAL RENEWAL BY THE INSURER

(i) If this policy has been in effect for sixty (60) or fewer days when cancellation notice is mailed, and this policy is not a renewal of a policy issued by the Insurer, then this policy may be cancelled by the Insurer by mailing or delivering to the Insured, and to his authorized insurance agent or broker, written notice stating when not less than twenty (20) days thereafter (fifteen (15) days thereafter if cancellation is because of one of the reasons for cancellation set forth in subsection (ii) below) the cancellation shall be effective. Notice of cancellation issued by the Insurer shall specify the grounds for cancellation.

(ii) If this policy has been in effect for more than sixty (60) days when notice of cancellation is mailed, or if this policy is a renewal of a policy issued by the Insurer, then this policy may be cancelled by the Insurer by mailing or delivering to the Insured, and to his authorized insurance agent or broker written notice stating when, not less than fifteen (15) days thereafter, the cancellation shall be effective; however, such cancellation must be based on one or more of the following:

(A) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(B) Conviction of a crime arising out of acts increasing the hazard insured against;

(C) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(D) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;

(E) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(F) Required pursuant to a determination by the New York Superintendent of Insurance that continuation of the present premium volume of the Insurer would jeopardize the Insurer's solvency or be hazardous to the interests of Insureds of the Insurer, its creditors or the public;

- (G) A determination by the New York Superintendent of Insurance that the continuation of the policy would violate, or would place the Insurer in violation of, any provision of the New York Insurance Law;
- (H) Revocation or suspension of an Insured's license to practice his profession; or
- (I) Where the Insurer has reason to believe that there is a probable risk or danger that the Insured will destroy or permit the destruction of the insured property for the purpose of collecting the insurance proceeds, provided, however, that:
  - (1) a notice of cancellation on this ground shall inform the Insured in plain language that the Insured must act within ten (10) days if review by the department of the ground for cancellation is desired pursuant to item (3) of this subparagraph (I);
  - (2) notice of cancellation on this ground shall be provided simultaneously by the Insurer to the department; and
  - (3) upon written request of the Insured made to the department within ten (10) days from the Insured's receipt of notice of cancellation on this ground, the department shall undertake a review of the ground for cancellation to determine whether or not the Insurer has satisfied the criteria for cancellation specified in this subparagraph; if after such review the department finds no sufficient cause for cancellation on this ground, the notice of cancellation on this ground shall be deemed null and void.

Notice of cancellation by the Insurer shall specify the grounds for cancellation.

- (iii) (A) The Insurer shall mail to the Insured, and to his authorized insurance agent or broker, written notice indicating the Insurer's intention:
  - (1) not to renew this policy;
  - (2) to condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased deductible or addition of exclusions or upon increased premiums in excess of ten percent; (exclusive of any premium increase generated as a result of increased exposure units or as a result of experience rating, loss rating, or audit);
  - (3) that the policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice must be mailed or delivered on a timely basis and advise the Insured that a second notice shall be mailed at a later date indicating the Insurer's intention as specified in subparagraph (1) or (2) of this paragraph (A) and that coverage shall continue on the same terms, conditions and rates as expiring, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered; such alternative renewal notice also shall advise the Insured of the availability of loss information and, upon written request, the request, the Insurer shall furnish such loss information within ten (10) days to the Insured.
- (B) A nonrenewal notice as specified in subparagraph (1), a conditional renewal notice as specified in subparagraph (2), and the second notice described in subparagraph (3) of paragraph (A) of this subsection (iii) shall contain the specific reason or reasons for nonrenewal or conditional renewal, and set forth the amount of any premium increase and nature of any other proposed changes.
- (C) The notice required by paragraph (A) of this subsection (iii) shall be mailed at least sixty (60) but not more than one hundred twenty (120) days in advance of the end of the Policy Period.

- (D) (1) If the Insurer employs an alternative renewal notice as authorized by subparagraph (3) of paragraph (A) of this subsection (iii) the Insurer shall provide coverage on the same terms, conditions, and rates as the expiring policy, until the later of the expiration date or sixty (60) days after the mailing of the second notice described in such subparagraph.
- (2) Prior to the expiration date of the policy, in the event that an incomplete or late conditional renewal notice or a late nonrenewal notice is provided by the Insurer, the Policy Period shall be extended, at the same terms and conditions as the expiring policy, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension, and at the lower of the current rates or the prior period's rates, until sixty (60) days after such notice is mailed, unless the Insured elects to cancel sooner.
- (3) In the event that a late conditional renewal notice or a late nonrenewal notice is provided by the insurer on or after the expiration date of the policy, coverage shall remain in effect on the same terms and conditions of the expiring policy for another required policy period, and at the lower of the current rates or the prior period's rates unless the insured during the additional required policy period has replaced the coverage or elects to cancel, in which event such cancellation shall be on a pro rata premium basis.
- (iv) Nothing herein shall be construed to limit the grounds for which the Insurer may lawfully rescind this policy or decline to pay a claim under this policy.
- (v) Notice required herein to be mailed to the Insured shall be mailed to the Insured at the address shown in Item 1 of the Declarations.

Notice required herein to be mailed by the Insurer shall be sent by registered, certified or other first class mail. Delivery of written notice shall be equivalent to mailing.

Proof of mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period shall terminate at the effective date and hour of cancellation or nonrenewal specified in such notice.

- (vi) If this policy shall be cancelled by the Insured, the Insurer shall retain the customary short rate proportion of the premium hereon.

If this policy shall be cancelled by the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurer shall not be a condition of cancellation, but such payment shall be made as soon as practicable.

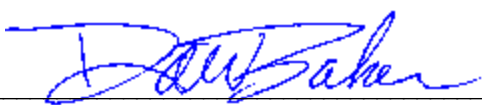
All other provisions of this policy remain the same.

This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 15

Date of Issue July 27, 2020

By   
(Authorized Representative)

## NOTICE STATE OF NEW YORK

This policy is amended as follows:

Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any licensed agent of the Company in this state, with particulars sufficient to identify the insured, shall be deemed notice to the Company.


All other provisions of this policy remain the same.

This endorsement becomes effective July 23, 2020 to be attached to and hereby made a part of Policy No. LN 002275031-01 issued to NGAWANG SHERPA

By NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Endorsement No. 16

Date of Issue July 27, 2020

By   
(Authorized Representative)

UE1011 (5/06)



## **POLICYHOLDER NOTICE**

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at [www.aig.com/producercompensation](http://www.aig.com/producercompensation) or by calling 1-800-706-3102.

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**  
175 WATER STREET, 18TH FLOOR  
NEW YORK, NY 10038

**NON-OWNED AIRCRAFT POLICY - NEW YORK**  
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**PLEASE READ YOUR POLICY**

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## MEXICO WARNING STATEMENT

If **you** have an **occurrence** in Mexico and **you** have not purchased aircraft liability insurance for that aircraft from a Mexican insurance company, **you** and **your passengers** may be jailed and that aircraft taken from **you** by the Mexican authorities.

**We** are not a Mexican insurance company. Contact **your** Producer for information on this coverage.

# NON-OWNED AIRCRAFT INSURANCE POLICY PROVISIONS - NEW YORK

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## PART ONE INSURING AGREEMENTS

Subject to the policy Limits of Liability, Exclusions, Conditions, Definitions and approved Endorsements, **we** agree to provide **you** the following insurance in return for **your** premium payment. **Our** agreement to provide coverage and the premium amount are based on the statements in **your** application being true. This policy is the only agreement between **you** and **us** relating to the subject of this insurance.

1. LIABILITY INSURANCE FOR **YOUR NON-OWNED AIRCRAFT**

COVERAGE A - **Bodily Injury** and **Property Damage** Liability Insurance

**We** will pay for **bodily injury** and **property damage** for which **you** are legally liable, caused by an **occurrence** arising from **your** use of **non-owned aircraft** but excluding **physical damage** to the **non-owned aircraft** used by **you**.

2. LIABILITY INSURANCE FOR **PHYSICAL DAMAGE TO YOUR NON-OWNED AIRCRAFT**

COVERAGE B - **Non-Owned Aircraft Physical Damage**

**We** will pay for **physical damage** to **your non-owned aircraft** for which **you** are legally liable, caused by an **occurrence** arising from **your** use of a **non-owned aircraft**.

3. DEFENSE, INVESTIGATION AND SETTLEMENT OF CLAIMS AND SUITS

**We** have the right and duty to defend any suit against **you** covered by this insurance, even if any allegations of the suit are groundless, false or fraudulent. **We** may make any investigation and settlement of any claim or suit as **we** deem expedient. But, when the applicable Limit of Liability has been exhausted by payment of judgments or settlements, **we** then are not obligated to pay any claim or judgment, or to provide any defense or pay any expenses. **We** have no obligation to defend, pay any expense, investigate or settle any claim or suit not covered in this policy.

4. SUPPLEMENTARY PAYMENTS

While **we** are obligated to defend a covered claim under Coverage A or B, **we** will also pay in addition to the applicable limit:

- a) reasonable expenses incurred at **our** request, but not loss of earnings;
- b) interest earned on the amount of a judgment which is covered by this policy that does not exceed the applicable Limit of Liability. Interest is earned until **we** pay or offer to pay **our** part of the judgment to which this insurance applies;
- c) premiums on bonds to release attachments and to appeal judgments **we** elect to appeal, and on bail bonds due to **your** violation of a law or regulation in connection with a covered **occurrence**, but not for more than \$500 each bail bond. But, **we** are not obligated to apply for or to provide these bonds;
- d) **your** costs for necessary first aid to others at a covered **occurrence**;

5. POLICY PERIOD AND **POLICY TERRITORY**

This policy only covers **occurrences** happening within the Policy Period and **Policy Territory**.

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## PART TWO EXCLUSIONS

This insurance does not apply:

- 1. under any coverage
  - a) to an **occurrence** which **you** intend or expect;
  - b) to any liability **you** assume;
  - c) when the **non-owned aircraft** is:

- i) operated with **your** knowledge and consent for either an unlawful purpose or for other than the Approved Use;
  - ii) in **flight** when a special permit or waiver is required by the **FAA**;
  - iii) piloted by anyone other than a pilot named in Item 5;
- d) if **you** know the **non-owned aircraft** is not certificated by the **FAA** under a Standard Airworthiness Certificate in full force and effect, while in **flight**;
- e) to claims directly or indirectly occasioned by, happening through, or in consequence of:
  - i) noise (whether or not audible to the human ear), vibration, sonic boom or any associated phenomena;
  - ii) pollution or contamination of any kind;
  - iii) electrical and electromagnetic interference;
  - iv) interference with the use of property;
 unless caused by a crash or collision of the **non-owned aircraft** or a recorded in **flight** emergency causing abnormal operation of the **non-owned aircraft**;
- f) to any liability that could be or is covered under a nuclear energy liability insurance policy, even if its limits have been used up;
- g) if the **non-owned aircraft** is being used for or in connection with:
  - i) aerial advertising, towing, photography, or application of any substance;
  - ii) hunting, herding or spotting of animals of any kind, including birds and fish;
  - iii) patrol or surveillance of any kind, including powerlines, pipelines, traffic or fires;
  - iv) flight instruction to anyone other than the pilots listed by name in Item 5 on Page One;
  - v) skydiving or parachuting;
  - vi) closed course racing;
  - vii) flights off-shore in support of an off-shore business or operation;
  - viii) external transportation of persons or property, including wire stringing, or construction;
- h) if the **non-owned aircraft** is being operated into, on or from an area not designated, maintained and used as an airport, except a landing due to a recorded emergency;
- 2. to any claim **you**, **your** survivors or **your** estate makes for **bodily injury** or death to **you**;
- 3. in **flight**, if piloted by a Student Pilot:
  - i) when there is a **passenger** in **your non-owned aircraft** unless that **passenger** is a Certified Flight Instructor teaching the Student Pilot; or
  - ii) when the Student Pilot is not under the direct supervision of a Certified Flight Instructor for the **flight** involved;
- 4. to **bodily injury** to any employee injured while at work for **you**, or to claims by that employee's spouse, child, parent, brother or sister in consequence thereof;
- 5. to any claim **you** or any Insurer may be held liable for by way of indemnity or otherwise under any Worker's Compensation, occupational, disease, unemployment or disability benefits law, or any similar law;
- 6. to **property damage** to property transported, owned or used by **you**, or in **your** care, custody or control. But, **we** will pay up to \$500. for **loss** to each **passenger's** personal effects, subject to an **occurrence** limit equal to \$500. multiplied by the total number of seats for the aircraft involved;
- 7. under Coverage B:
  - a) to **loss** due to repossession, embezzlement, conversion, secretion or taking by anyone claiming a lawful right of possession, nor for any **loss** or damage during or resulting therefrom;
  - b) to **loss** due and confined to wear, tear, deterioration, freezing, mechanical, structural, hydraulic, pneumatic, or electrical failure or malfunction. Wear, tear, deterioration, freezing, mechanical, structural, hydraulic, pneumatic, or electrical failure or malfunction of any engine, component, accessory, equipment or system is considered a failure or malfunction of the entire engine, component, accessory, equipment or system;
  - c) to claims arising from capture, seizure, arrest, restraint or detention or the consequences thereof or any attempt thereat, or any taking of **your** aircraft or damage to or destruction thereof by any governmental authority or agent (whether secret or not) for 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;

- d) to **loss** to **non-owned aircraft** engines and auxiliary power units caused by heat or temperature change from the operation, attempted operation or shutdown of the aircraft engine or auxiliary power unit unless resulting directly from other **loss** covered by this policy.

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### PART THREE LIMITS OF THE COMPANY'S LIABILITY

Only the coverages that **you** have purchased and for which a premium is shown on Page One are provided by this policy.

#### OTHER INSURANCE

This insurance is excess insurance over other valid and collectible insurance available to **you**. If there is other insurance available to **you**, that insurance shall apply first. But if other primary insurance was issued to **you** through any of the **Aviation Managers** then the Limits of this policy are reduced by the amount of the applicable Limits of that other insurance.

COVERAGE A - The Limits apply separately to each **occurrence** and the number of claims or claimants does not increase or change the Limits shown on Page One, which applies as follows:

1. The Limit shown for "each **passenger**" is the most **we** will pay for damages for any and all damages arising out of **bodily injury** to any one **passenger**;
2. The most **we** will pay for any and all damages arising out of **bodily injury** to two or more **passengers** is the "each **passenger**" limit multiplied by the total number of **passengers** on board the aircraft or by the total number of seats for the aircraft involved, whichever is less;
3. The Limits shown for "each **occurrence**" is the most **we** will pay for all damages arising out of **bodily injury** including **passengers** and **property damage** combined in one **occurrence**;

including all **related claims**, no matter how many separate claims may be involved, claimed or filed.

COVERAGE B - The most **we** will pay for **physical damage** to **your non-owned aircraft** is the limit of liability shown on Page One for each **non-owned aircraft**.

All **bodily injury** and **property damage** arising out of continuous or repeated exposure to the same general conditions shall be deemed to be one **occurrence**.

---

### PART FOUR CONDITIONS OF INSURANCE

#### 1. NOTICE OF CLAIM, **occurrence**, SUIT OR **loss**, AND **YOUR DUTIES**

In the event of a claim, **occurrence**, suit, or **loss**, **you** agree to:

- a) not assume any obligation or liability, offer or pay any reward except at **your** expense, or make any payment except for necessary first aid to others;
- b) promptly contact the owner of **your non-owned aircraft** and the nearest **Aviation Managers** and provide prompt written notice at the address appearing on the back of the policy cover, including the:
  - i) time, place and description of events;
  - ii) names and locations of **passengers**, injured, deceased and witnesses;
  - iii) description and locations of **property damage** and **loss** to **your non-owned aircraft**;

- c) cooperate with and assist **us** in all matters of the claim or suit and promptly send all suits and legal papers to the nearest **Aviation Managers**;
- d) submit to a sworn statement under oath by a person designated by the **Aviation Managers**;
- e) do nothing after an **occurrence** or **loss** to harm **our** rights of recovery against any person or organization;
- f) authorize **us** to obtain medical and other records;
- g) not abandon **your non-owned aircraft**;
- h) take all reasonable precautions to protect **your** aircraft after an **occurrence**;
- i) promptly report theft, **disappearance** and vandalism to **us**, the local police and the owner of **your non-owned aircraft**;
- j) allow **us** to inspect **your non-owned aircraft's** damage before any repairs or disposal;
- k) allow **us** to inspect **your non-owned aircraft**, records, repair and service invoices and sales receipts; and the pilot log books during the Policy Period, and until settlement of the claim, suit or **loss**.

Inadvertent failure to give **us** or the **Aviation Managers** notice as soon as reasonably possible shall not invalidate any claim made by **you**, an injured person or by any other claimant if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as reasonably possible thereafter. The failure to give any notice required to be given by this policy within the time prescribed herein shall not invalidate any claim made by **you**, an injured person or any other claimant, unless the failure to provide timely notice has prejudiced **us**. With respect to a claim arising out of death or personal injury of any person, if **we** disclaim liability or deny coverage based upon the failure to provide timely notice, then the injured person or other claimant may maintain an action directly against **us**, in which the sole question is **our** disclaimer or denial based on the failure to provide timely notice, unless within sixty (60) days following such disclaimer or denial, **you** or **we** initiate an action to declare the rights of the parties under the insurance policy and names the injured persons or other claimant as a party to the action.

## 2. **OUR RIGHTS OF RECOVERY**

**You** agree that when **we** pay a claim **we** then assume all **your** rights of recovery. **You** must do all that is needed to help **us** recover.

## 3. **PAYMENT OF CLAIMS AND SUIT AGAINST US**

**You** agree to comply with all the terms of this policy before **we** have to pay or before **you** can sue **us**. But **we** do not have to pay nor can **you** sue **us** for **your** liability for **bodily injury** or **property damage** until the amount of **your** legal liability has been determined or by **our** written agreement with the claimant.

**Our** obligations are not reduced if **you** or **your** estate is legally declared bankrupt or insolvent.

## 4. **TRANSFER OF THIS POLICY TO OTHERS**

Interest in this policy cannot be transferred without **our** prior written agreement. But if **you** die, or are adjudged legally bankrupt or insolvent and **you** or **your** representative notifies **us** within 60 days of such judgment, the Policy will cover **your** legal agent, as having the same rights and duties under the policy as **you** but only while in the course of his official duties as such.

## 5. **CANCELLATION**

- a) **You** must notify the **Aviation Managers** in writing what date in the future to cancel.
- b) **We** or the **Aviation Managers** acting on **our** behalf may cancel this policy by mailing or delivering to **you** written notice of cancellation at least:
  - i) Fifteen (15) days before the effective date of cancellation if **we** cancel for non-payment of premium;
  - or
  - ii) Thirty (30) days before the effective date of cancellation if **we** cancel for any other reason.
- c) **We** or the **Aviation Managers** will mail or deliver **our** notice to **you** at the address in Item 1 on Page One or at **your** last mailing address known to **us**.
- d) Proof of mailing is proof **you** were notified.

- e) **We** or the **Aviation Managers** will mail or deliver **our** notice to **your** authorized broker of record.
  - f) If this policy is cancelled, **we** will send **you** any refund due. If you cancel, **your** refund will be figured on the customary Short Rate Table in effect in **your** state. When **we** or the **Aviation Managers** acting on **our** behalf cancel, all unearned premium will be returned.
  - g) Receipt of **your** premium after **we** or the **Aviation Managers** have mailed or delivered the notice of cancellation will not automatically reinstate this policy or have the effect of overriding **our** cancellation.
6. **POLICY CONFORMS TO LAW**  
The terms of this policy are amended to conform to the laws of **your** State shown in Item 1 on Page One.
7. **FRAUD OR MISREPRESENTATION**  
This policy will be void from its Inception Date in case of any:
  - a) fraud or attempted fraud; or
  - b) false swearing; or
  - c) misrepresentation of any material fact or circumstance by **you** as to anything about this insurance; however, no misrepresentation shall be deemed material unless knowledge by **us** of the misrepresented facts would have led to a refusal by **us** to enter into this insurance contract.
8. **CHANGING THE POLICY**  
The terms of this insurance cannot be changed or waived except by **our** written endorsement to this policy signed by the **Aviation Managers**.
9. **COUNTRY AND TERRITORIAL JURISDICTION CLAUSE**  
If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanctions, including but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim shall be null and void.
10. **TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP**
  - a) If **we** conclude that, based on **occurrences**, claims or suits which have been reported to **us** and to which this insurance may apply, the:  
  
each **occurrence**; **your** aircraft, each **non-owned aircraft** and each **passenger** is likely to be used up in the payment of judgments or settlements, **we** will notify **you**, in writing, to that effect.
  - b) When a limit of insurance described in Paragraph a) above has actually been used up in the payment of judgments or settlements:
    - i) **We** will notify **you**, in writing, as soon as practicable, that:
      - (1) Such a limit has actually been used up; and
      - (2) **Our** duty to defend suits seeking damages subject to that limit has also ended.
    - ii) **We** will initiate, and cooperate in, the transfer of control, to any appropriate **insured**, of all claims and suits seeking damages which are subject to that limit and which are reported to **us** before that limit is used up. That **insured** must cooperate in the transfer of control of said claims and suits.



**We** agree to take such steps, as **we** deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate **insured** is cooperating in completing such transfer.

**We** will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to **us** after that limit of insurance has been used up.

iii) **You**, and any other **insured** involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate **insured** and **us**. Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.

c) **You** will reimburse **us** for expenses **we** incur in taking those steps **we** deem appropriate in accordance with Paragraph b) ii) above.

**Your** duty to reimburse **us** will begin on:

i) The date on which the applicable limit of insurance is used up if **we** sent notice in accordance with Paragraph a) above; or

ii) The date on which **we** sent notice in accordance with Paragraph b) i) above if **we** did not send notice in accordance with Paragraph a) above.

d) The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of **our** duty to defend, will not be affected by **our** failure to comply with any of the provisions of this Condition.

## PART FIVE DEFINED WORDS

These words have the following meanings when they appear in **bold** type.

**"Aviation Managers"** means AIG Aerospace Insurance Services, Inc., or any of its subsidiary or affiliated companies, branch offices or authorized representatives.

**"Bodily Injury"** means physical injury, sickness, disease, and if arising out of the foregoing, mental anguish, or death of a person including damages for care and loss of services, caused by an **occurrence**.

**"Disappearance"** means **your non-owned aircraft** is missing in **flight** and has not been found within 60 days after such **flight** began within the policy period and **policy territory**.

**"FAA"** means the Federal Aviation Administration, which has jurisdiction over civil aviation in the United States of America; or, its foreign equivalent.

**"Flight"** means with respect to fixed wing aircraft from the start of the takeoff run until the end of the landing run, but excluding taxiing and with respect to an aircraft that is a rotorcraft from the time the rotors start to rotate under power for the purpose of **flight** until they subsequently cease to rotate.

**"Loss"** means **physical damage**.

**"Non-Commercial Use"** means private pleasure and business use, excluding any use for hire, money or any form of reward or compensation. Being reimbursed for or sharing the direct expenses of a **flight** if the sum of these expenses does not result in a profit to **you** or anyone is not excluded.

**"Non-Owned Aircraft"** means:

1. a fixed wing, non-pressurized, land aircraft having a non-turbine single engine of 450 horsepower or less (including non-powered sailplanes) and capacity for no more than seven (7) total **passengers** and/or seats;
2. an aircraft that **you** use with the owner's permission, but excluding any aircraft owned in whole or in part by, or furnished for more than thirty (30) consecutive days to, or under a lease and/or purchase agreement to **you** or **your** spouse, parent, child, sibling, corporation, partnership, or other organization in which any of these entities own more than twenty percent (20%).

Furthermore, a **non-owned aircraft** does not include parts temporarily detached, tools and repair equipment, or any form of portable equipment.

**"Not-in-Flight"** means while the aircraft is on the ground, but excluding from the start of its take-off run until the end of its landing run.

**"Not-in-Motion"** means while the aircraft is **not-in-flight**, nor moving under its own power or momentum therefrom. With respect to an aircraft that is a rotorcraft, **not-in-motion** shall also mean whenever the rotors are not rotating.

**"Occurrence"** means a sudden event, unintended and unexpected by an insured, including continued or repeated exposure to the same conditions.

**"Passenger"** means a person while in, on, entering or getting out of the **non-owned aircraft**.

**"Physical Damage"** means

1. direct and accidental physical **loss** of or damage to **non-owned aircraft** (also called **loss**), excluding depreciation and diminution of value, and
2. resultant loss of use of a **non-owned aircraft**.

Provided, however, that payment for resultant loss of use is included within and not in addition to the applicable **physical damage** to **non-owned aircraft** limit purchased.

**"Policy Territory"** means within the political boundaries of the United States of America, Mexico, Central America, Canada, the Islands of the West Indies (excluding Cuba), and while enroute between places therein.

**"Property Damage"** means:

1. physical injury or destruction to tangible property of others, including resultant loss of use thereof; or
  2. loss of use of tangible property of others that is not physically injured;
- if caused by an **occurrence**.

**"Related Claims"** means all claims for care and loss of service, loss of society and consortium, mental anguish, emotional distress, loss of support, medical and funeral expense, and any and all damages suffered or claimed by any party other than the **passenger** from or related to **bodily injury** to any **passenger**. Notwithstanding anything to the contrary in the definition of **bodily injury**, the **Company's** liability and coverage for damages for both **bodily injury** and **related claims** are included and combined within the "each **passenger**" and "each **occurrence**" of Limits of Liability specified in the Coverage Summary Page, as applicable, and there are no separate or additional Limits of Liability for **related claims**.

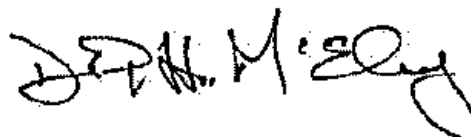
**"We", "Us", "Our"** and the **"Company"** means the company indicated on Page One.

**"You"** and **"Your"** means the person(s) or organization(s) named in Item 1 on Page One.

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Secretary



President

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer on the Declarations page of the Policy.

**FACTS****Why?****WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?**

Financial companies chose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
<b>For our everyday business purposes</b> -such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> to offer our products and services to you	Yes	No
<b>For joint marketing purposes with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

## Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: [CIPrivacy@aig.com](mailto:CIPrivacy@aig.com)

## Who we are

**Who is providing this notice?**

The insurance company subsidiaries of American International Group, Inc. (AIG) underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

## What we do

**How does AIG protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

**How does AIG collect my personal information?**

We collect your personal information, for example, when you

- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes-information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include the member companies of American International Group, Inc.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *AIG does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

## Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, PA; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and Live Travel Inc., who market insurance or non-insurance products and services to consumers.

**For Vermont Residents Only** . We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

**For California Residents Only.** We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as process your transactions or to maintain your account.

**For Nevada Residents Only.** We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: [aginfo@ag.nv.gov](mailto:aginfo@ag.nv.gov). You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, 175 Water Street, 18th Floor, New York, NY 10038.



AIG Aerospace Insurance Services, Inc.  
One Alliance Center  
3500 Lenox Road, Suite 1100  
Atlanta, GA 30326

To report a claim please call  
1-866-463-0408  
or  
Email: [AerospaceClaimsPhoenix@aig.com](mailto:AerospaceClaimsPhoenix@aig.com)

For service to your account, please contact your  
agent.