



Dallas, Texas

Administrative Office: 90 Lexington Avenue, 8<sup>th</sup> Floor, New York, New York 10022

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## GROUP ACCIDENT-ONLY CERTIFICATE OF INSURANCE

**Policyholder:** Experimental Aircraft Association

**Policy Number:** ADDG 270294

**Policy Effective Date:** December 1, 2012

**Policy Anniversary Date:** December 1 of each year beginning in 2013

**Certificate Effective Date:** December 12, 2020

We have issued the Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of the Policy, which are important to You, are summarized in this Certificate ("Certificate") consisting of this form and any additional forms which have been made a part of this Certificate. This Certificate replaces any other Certificate We may have given to You earlier under the Policy. The Policy alone is the only contract under which payment will be made. The Policy may be inspected at the office of the Policyholder.

Signed for SOLARTIS INSURANCE COMPANY By:

A handwritten signature in blue ink, appearing to read 'Carol Mowry', written over a horizontal line.

Carol Mowry,  
General Counsel and Secretary

A handwritten signature in blue ink, appearing to read 'Nick Richardson', written over a horizontal line.

Nick Richardson,  
President and Chief Executive Officer

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### READ YOUR CERTIFICATE CAREFULLY

**30 DAY RIGHT TO EXAMINE CERTIFICATE:** You have a 30 day right from your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We will consider it void from its Effective Date and any premium paid will be refunded. Any claims paid under the Policy during the initial 30 day period will be deducted from the refund.

*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a term defined herein or refers to a specific provision contained herein.

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## SECTION 1: SCHEDULE OF INSURANCE

**Eligible Persons:** Active Members and their Dependents who are citizens or residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal employees.

Class 1 Active Members of the Experimental Aircraft Association

**Annual Enrollment Period:** December 1 through November 30 of each year as determined by the Policyholder.

**Policy Age Limit:** You: 76 years of age

### CONTRIBUTORY COVERAGE:

#### **Accidental Death and Dismemberment Benefit**

**Principal Sum:** \$250,000

#### **Principal Sum for each of Your Dependents:**

The Principal Sum that applies to each person covered under the Policy as Your Dependent, on the date of accident, is determined by multiplying Your Principal Sum by the percentage determined below.

	<b>Spouse</b>	<b>Each Dependent Child</b>
Spouse only	0%	0%
Spouse and Dependent Child(ren)	0%	0%
Dependent Child(ren) only	0%	0%

#### **Additional Benefits:**

##### **Seat Belt Benefit**

Seat Belt Benefit Percentage:	10% of Principal Sum
Seat Belt Benefit	\$25,000

##### **Spouse Education Benefit**

Benefit Percentage:	5% of Principal Sum
Maximum Benefit Amount:	\$5,000
Minimum Benefit Amount:	\$2,500

## SECTION 2: DEFINITIONS

<b>Active Member</b>	Means a member in good standing according to the rules of the Policyholder.
<b>Airworthiness Certificate</b>	Means: <ol style="list-style-type: none"><li>1) the standard Airworthiness Certificate issued by the United States Federal Aviation Administration (FAA); or</li><li>2) a foreign equivalent issued by the governmental authority with jurisdiction over civil aviation in the country of its registry.</li></ol>
<b>Civil or Public Aircraft</b>	Means a civil or public aircraft which: <ol style="list-style-type: none"><li>1) has a current and valid Airworthiness Certificate;</li><li>2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and</li><li>3) is not operated by the militia, or armed forces of any state, national government or international authority.</li></ol>
<b>Contributory Coverage</b>	Means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.
<b>Dependent Child(ren)</b>	<p>Means:</p> <ol style="list-style-type: none"><li>1) Your unmarried: children, newborn children, stepchildren, legally adopted children, children in the process of adoption, foster children; or</li><li>2) any other children related to You by blood or marriage or domestic partnership who live with You in a regular parent-child relationship;</li></ol> <p>provided such children are primarily dependent upon You for financial support and maintenance and are less than the Limiting Age of 25 years.</p> <p>The Limiting Age shall not apply to Your unmarried child who is incapable of self-support due to a mental or physical incapacity. Proof of such incapacity must be furnished to Us upon enrollment or within 31 days of the child reaching the Limiting Age. Thereafter proof will be required whenever reasonably necessary, but not more than once a year after the two-year period following reaching the Limiting Age.</p>
<b>Dependent(s)</b>	Means Your Spouse and Dependent Child(ren). A dependent must be a citizen or legal resident of the United States, its territories or protectorates. Any person who is on active duty in military service cannot be a Dependent.
<b>Injury</b>	<p>Means bodily injury resulting:</p> <ol style="list-style-type: none"><li>1) directly from an accident; and</li><li>2) independent of all other causes;</li></ol> <p>which occurs while You or Your Dependents are covered under the Policy.</p> <p>Loss resulting from:</p> <ol style="list-style-type: none"><li>1) sickness or disease, except an infection which occurs through an accidental wound; or</li><li>2) medical or surgical treatment of a sickness or disease;</li></ol> <p>is not considered as resulting from injury.</p>
<b>Military Transport Aircraft</b>	Means a transport aircraft operated by: <ol style="list-style-type: none"><li>1) the United States Air Mobility Command (AMC); or</li><li>2) a national military air transport service of a governmental authority recognized by the United States.</li></ol>
<b>Physician</b>	Means a person who is: <ol style="list-style-type: none"><li>1) a licensed health care provider;</li><li>2) licensed to practice in the jurisdiction where care is being given;</li><li>3) practicing within the scope of that license; and</li><li>4) not Related to You by blood or marriage.</li></ol>

<b>Spouse</b>	<p>Means Your spouse who:</p> <ol style="list-style-type: none"> <li>1) is not legally separated or divorced from You; and</li> <li>2) is not in active duty military service</li> </ol> <p>Spouse will include Your domestic partner or party to a civil union, provided You:</p> <ol style="list-style-type: none"> <li>1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners or parties to a civil union for purposes of The Policy or;</li> <li>2) have registered as domestic partners or parties to a civil union with a government agency or office where such registration is available and provide proof of such registration unless requiring proof is prohibited by law.</li> </ol> <p>You will continue to be considered domestic partners or parties to a civil union provided You continue to meet the requirements described in the domestic partner affidavit or required by law.</p>
<b>Policy</b>	Means the policy which We issued to the Policyholder under the Policy Number shown on the face page of this Certificate.
<b>We, Us, Our</b>	Means SOLARTIS INSURANCE COMPANY.
<b>You or Your</b>	Means the insured Active Member to whom this Certificate is issued.

### **SECTION 3: ELIGIBILITY AND ENROLLMENT**

<b>Eligible Persons:</b>	All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.
<b>Eligibility for Coverage:</b>	<p>You will become eligible for coverage on the latest of:</p> <ol style="list-style-type: none"> <li>1) the Policy Effective Date; or</li> <li>2) the date You become a member of an eligible class.</li> </ol>
<b>Eligibility for Dependent Coverage:</b>	<p>You will become eligible for Dependent coverage on the later of:</p> <ol style="list-style-type: none"> <li>1) the date You become insured for coverage; or</li> <li>2) the date You acquire Your first Dependent.</li> </ol> <p>You may not elect coverage for Your Dependent if such Dependent is covered as an Member under the Policy. No person can be insured as a Dependent of more than one Member under the Policy.</p>
<b>Enrollment:</b>	<p>To enroll for Contributory Coverage, You must:</p> <ol style="list-style-type: none"> <li>1) complete and sign a group insurance enrollment form for Your coverage and Your Dependent's coverage; and</li> <li>2) deliver it to the Policyholder.</li> </ol> <p>If You do not enroll for Your coverage, and/or Your Dependent's coverage within 31 days after becoming eligible under the Policy, and later choose to enroll, You may only enroll for your coverage and Your Dependent's coverage:</p> <ol style="list-style-type: none"> <li>1) during an Annual Enrollment Period designated by the Policyholder; or</li> <li>2) within 31 days of the date You have a Change in Family Status.</li> </ol>
<b>Change in Family Status:</b>	<p>A Change in Family Status occurs when:</p> <ol style="list-style-type: none"> <li>1) You get married or You execute a domestic partner affidavit;</li> <li>2) You and Your spouse divorce or terminate a domestic partnership;</li> </ol>

- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or domestic partner dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance ; or
- 7) You have a change in classification from one class to another.

Newborn/New Child Coverage: If, while covered under the Policy, You:

- 1) have a newborn child; or
- 2) adopt or receive a foster or stepchild;

the child will become covered under the Policy for 31 days from the date of birth or the date of financial dependence on You. Benefits and amounts will be the minimum amount for those We are providing for Dependent Children under the Policy at that time.

Coverage of the new child will cease after 31 days of the date of birth or financial dependence unless You:

- 1) request in writing that coverage for Your child be continued; and
- 2) pay any additional required premium.

#### **SECTION 4: PERIOD OF COVERAGE**

**Effective Date:** Non-Contributory Coverage will start the date You become eligible.

Contributory Coverage will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date; or
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll the Dependent during an Annual Enrollment Period; or
- 3) the date You enroll if You do so within 31 days of the date You are eligible.

**Dependent  
Effective  
Date:**

Contributory Coverage will start on the latest to occur of:

- 1) The date You become eligible for Dependent coverage, if You have enrolled the Dependent on or before that date; or
- 2) the first day of the month on or next following the last day of the Annual Enrollment Period, if You enroll during an Annual Enrollment Period; or
- 3) the date You enroll the Dependent, if You do so within 31 days from the date they are eligible for Dependent coverage or due to a Change in Family Status.

In no event will Dependent coverage become effective before You become insured.

**Change in  
Coverage:**

After your initial enrollment You may increase or decrease coverage for You or Your Dependents or add a new Dependent to Your existing Dependent coverage:

- 1) during any Annual Enrollment Period designated by the Policyholder; or
- 2) within 31 days of the date of a Change in Family Status.

**Effective Date  
for  
Changes in  
Coverage:**

Any decrease or increase in coverage will take effect on the date of the change.

**Termination:**

Coverage will end on the earliest to occur of:

- 1) the date the Policy terminates; or
- 2) the Premium Due Date on or next following the date You:
  - a) cease to be an Active Member of the Policyholder;
  - b) attain the Policy Age Limit shown in the Schedule;

- 3) the date You are no longer in a class eligible for coverage, or the class is cancelled; or
- 4) the Premium Due Date that You fail to pay any required premium, subject to the Individual Grace Period, if coverage is Contributory.

**Individual  
Grace Period:**

If coverage is Contributory, You will be allowed an Individual Grace Period of 31 days from the Premium Due Date for payment of each premium due after the initial premium. Your insurance will be continued during the Individual Grace Period.

The Individual Grace Period will not continue coverage beyond a date shown in the Termination provision that would otherwise terminate coverage.

**Dependent  
Termination:**

Coverage for Your Dependent ends on the earliest to occur of:

- 1) the date the Policy terminates; or
- 2) The Premium Due Date on or next following the date:
  - a) with respect to Your Dependent Child, he or she no longer meets the definition of Dependent Child;
  - b) with respect to Your Spouse, he or she no longer meets the definition of Spouse or attains the Policy Age Limit shown in the Schedule of Insurance; or
  - c) the required premium is not paid, subject to the Individual Grace Period provision, if coverage is Contributory; or
- 3) the date Your coverage ends.

## SECTION 5: BENEFITS

### **Accidental Death and Dismemberment Benefit:**

If You or Your Dependents sustain an Injury which results in any of the following Losses within 180 days of the date of accident, We will pay the injured person's amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of the Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident. Your amount of Principal sum is shown in the Schedule of Insurance. The amount of Your Dependents' Principal Sum is shown as a percentage of Your Principal Sum in the Schedule of Insurance.

<u>For Loss of:</u>	<u>Benefit Amount:</u>
Life.....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing in Both Ears.....	Principal Sum
Either Hand or Foot and Sight of One Eye.....	Principal Sum
Quadriplegia.....	Principal Sum
Hemiplegia.....	One-Half of Principal Sum
Paraplegia.....	One-Half of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter of Principal Sum

"Quadriplegia" means total Paralysis of both upper and lower limbs. "Hemiplegia" means total Paralysis of the upper and lower limbs on one side of the body. "Paraplegia" means total Paralysis of both lower limbs or both upper limbs. "Paralysis" means total loss of use. A Doctor must determine the loss of use to be complete and not reversible at the time the claim is submitted.

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrists or ankle joints;
- 2) sight, speech, and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints;



**Seat Belt  
Benefit:**

If You or Your Dependents sustain an Injury that results in a Loss payable under the Accidental Death Benefit, We will pay an additional Seat Belt Benefit if the Injury occurred while the Injured person was:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of the Policy.

The Seat Belt Benefit is the lesser of:

- 1) an amount resulting from multiplying the injured person's amount of Principal Sum by the Seat Belt Benefit Percentage; or
- 2) the Maximum Amount for this Benefit.

If it cannot be determined that the injured person was wearing a Seat Belt at the time of Accident, a Minimum Benefit will be payable under the Seat Belt Benefit.

Accident, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which the injured person was wearing a Seat Belt.

Seat Belt means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The Seat Belt Benefit will not be payable if the injured person is operating the Motor Vehicle at the time of Injury while:

- 1) Intoxicated; or
- 2) taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician.

Intoxicated means:

- 1) the blood and alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances; that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

The specific amounts for this Benefit are shown in the schedule of Insurance.

**Spouse  
Education  
Benefit:**

If You sustain an Injury that results in a Loss of life payable under the Accidental Death Benefit, We will pay an additional Spouse Education Benefit to Your surviving Spouse.

Your Spouse must be covered under the Policy in order to receive this Benefit.

This Benefit will be paid:

- 1) after We receive proof satisfactory to Us that the Spouse has enrolled in an Occupational Training program; and
- 2) according to the General Provisions of the Policy.

The Spouse Education Benefit is the least of;

- 1) the Expense Incurred for Occupational Training.
- 2) the amount resulting from multiplying Your Principal Sum by the Spouse Education Benefit Percentage; or
- 3) the Maximum amount for this Benefit.

Your surviving Spouse must enroll in Occupational Training:

- 1) for the purpose of obtaining an independent source of income; and
- 2) within one (1) year of Your death.

**Occupational Training** means any:

- 1) education;
- 2) professional; or
- 3) trade training;

program which prepares the Spouse for an occupation for which he or she was not previously qualified.

**Expenses Incurred** means:

- 1) the actual tuition charged, exclusive of room and board; and
- 2) the actual cost of the materials needed; for the Occupational Training.

The expense must be incurred within two (2) years of the date of Your death.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

## **SECTION 6: EXCLUSIONS**

### **Exclusions:**

The Policy does not cover any Loss caused or contributed by:

- 1) sickness or treatment of a sickness, as described in the definition of Injury;
- 2) intentionally self-inflicted Injury;
- 3) suicide or attempted suicide, whether sane or insane;
- 4) war or act of war, whether declared or not;
- 5) Injury sustained while on active duty as a member of the armed forces (land, water, air) of any country or international authority except Reserve National Guard Service;  
(We will refund the pro rata portion of any premium paid for You or Your Dependents while You or Your Dependents are in the armed forces on active duty. Written notice must be given to Us within 12 months of the date You or Your Dependents enter the armed forces.);
- 6) Injury sustained while on any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft;
- 7) Injury sustained while on any aircraft:
  - a) as a pilot, crewmember or student pilot;
  - b) as a flight instructor or examiner;
  - c) if it is owned, operated or leased by or on behalf of the Policyholder;
  - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 8) Injury sustained while taking drugs, including but not limited to sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless as prescribed by or administered by a Physician;
- 9) Injury sustained while riding or driving in a scheduled race or testing any Motor Vehicle on tracks, speedways or proving grounds;
- 10) Injury sustained while committing or attempting to commit a felony;
- 11) Injury sustained while Intoxicated;
- 12) Injury sustained while driving while Intoxicated;
- 13) Injury sustained while participating in or practicing for any professional, semi-professional or intercollegiate sports activity
- 14) Injury sustained by insured or dependent over age 18 while participating in or practicing for any martial art, mixed martial art or similar organized fight sports

activity including but not limited to boxing, wrestling, karate, judo, “ultimate” fighting, kick boxing or similar disciplines.

- 15) Injury sustained where a Covered Person is the operator and does not possess a current and valid motor vehicle operator’s license, except in a Driver’ Education Program
- 16) Injury sustained flying in an experimental aircraft, ultra light, hang gliding, parachuting or bungee-cord jumping, except as provided in the policy
- 17) Injury sustained handling, storing or transporting explosives or fireworks
- 18) Injury sustained scaling up cliffs or mountain walls or icebergs .
- 19) Injury sustained while spelunking (exploring caves)
- 20) Injury sustained while participating in or practicing for any rodeo event
- 21) Injuries incurred from repetitive motion injuries, bursitis, strains and tendonitis not related to a specific injury
- 22) Injury sustained while driving or riding on vehicles for off-road use including but not limited to all-terrain vehicles (ATV’s);
- 23) Expenses payable by any automobile insurance policy without regard to fault. (This exclusion does not apply in any state where prohibited).

**Intoxicated** means:

- 1) the blood alcohol content;
- 2) the results of other means of testing blood alcohol level; or
- 3) the results of other means of testing other substances

that meet or exceed the legal presumption of intoxication, or under the influence, under the law of the state where the accident occurred.

**Reserve National Guard Service** means: You or Your Dependents are :

- 1) attending or en route to or from any active duty training of less than sixty (60) days;
- 2) attending or en route to or from a service school of any duration;
- 3) taking part in any authorized inactive duty training; or
- 4) taking part as a unit member in a parade or exhibition authorized by official orders.

## SECTION 7: GENERAL PROVISIONS

<b>Notice of Claim:</b>	<p>You, or the person who has the right to claim benefits, must give Us, or Our authorized representative, written notice of a claim within 30 days after:</p> <ol style="list-style-type: none"><li>1) the date of death; or</li><li>2) the date of loss.</li></ol> <p>If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include the claimant's name, address and the Policy Number.</p>
<b>Claim Forms:</b>	<p>Within 15 days of receiving a Notice of Claim, We or Our authorized representative will send forms to the claimant to provide Proof of Loss. If We do not send the forms within 15 days, any other written proof which fully describes the nature and extent of the claim may be submitted.</p>
<b>Proof of Loss:</b>	<p>Depending on the nature of the Loss, Proof of Loss may include, but is not limited to, the following:</p> <ol style="list-style-type: none"><li>1) a completed claim form;</li><li>2) a certified copy of the death certificate (if applicable);</li><li>3) any medical records and information We request that is reasonably required by Us to adjudicate the claim.</li></ol>
<b>Sending Proof of Loss:</b>	<p>Written Proof of Loss must be sent within 180 days after the loss. All Proof of Loss should be sent to Us or Our authorized representative.</p> <p>If Proof is not given by the time it is due, it will not affect the claim if:</p> <ol style="list-style-type: none"><li>1) it was not possible to give Proof within the required time; and</li><li>2) Proof is given as soon as possible; but</li><li>3) not later than 1 year after it is due unless You, or the person who has the right to claim benefits, are not legally competent.</li></ol>
<b>Physical Examination and Autopsy:</b>	<p>While a claim is pending, We have the right at Our expense:</p> <ol style="list-style-type: none"><li>1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and</li><li>2) to have an autopsy performed in case of death where it is not forbidden by law.</li></ol>
<b>Claim Payment:</b>	<p>If benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision immediately after such Proof of Loss is received.</p>

<b>Claims to Be Paid:</b>	<p>Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation.</p> <p>If no Beneficiary is named, or if no Beneficiary survives You, We may, at Our option, pay:</p> <ol style="list-style-type: none"> <li>1) Your estate;</li> <li>2) all to Your surviving Spouse; or</li> <li>3) if Your Spouse does not survive You, in equal shares to Your surviving Child(ren); or</li> <li>4) if no Child(ren) survive(s) You, in equal shares to Your surviving Parents.</li> </ol> <p>We will make any payments, other than for Loss of Life, to You or Your medical care provider.</p> <p>We may make any such payments owed at Your death to Your estate. If any payment is owed to:</p> <ol style="list-style-type: none"> <li>1) Your estate; or</li> <li>2) a person who is a minor; or</li> <li>3) a person who is not legally competent,</li> </ol> <p>then We may pay up to \$1,000 to a person who is related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.</p>
<b>Beneficiary Designation:</b>	<p>You may designate or change a Beneficiary by doing so in writing on a form satisfactory to Us and filing the form with the Policyholder. Only satisfactory forms sent to the Policyholder prior to Your death will be accepted.</p> <p>Beneficiary designations will become effective as of the date You signed and dated the form, even if You have since died. We will not be liable for any amounts paid before receiving notice of a Beneficiary change.</p>
<b>Claim Denial:</b>	<p>If a claim for benefits is wholly or partly denied, You or Your Beneficiary will be furnished with written notification of the decision.</p> <p>This written decision will:</p> <ol style="list-style-type: none"> <li>1) give the specific reason(s) for the denial;</li> <li>2) make specific reference to provisions on which the denial is based;</li> <li>3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and</li> <li>4) provide an explanation of the review procedure.</li> </ol>
<b>Legal Actions:</b>	<p>Legal action cannot be taken against Us:</p> <ol style="list-style-type: none"> <li>1) sooner than 60 days of the date written Proof of Loss is furnished; or</li> <li>2) 3 years of the date Proof of Loss is required to be furnished according to the terms of the Policy.</li> </ol>
<b>Workers' Compensation:</b>	<p>The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.</p>
<b>Misstatements:</b>	<p>In the absence of fraud, if material facts about You or Your Dependents were not stated accurately:</p> <ol style="list-style-type: none"> <li>1) the premium may be adjusted; and</li> <li>2) the true facts will be used to determine if, and for what amount, coverage should have been in force.</li> </ol> <p>No statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing, signed by You and a copy of such statement must be provided to You or Your beneficiary or representative.</p>



Dallas, Texas

Administrative Office: 90 Lexington Avenue, 8<sup>th</sup> Floor, New York, NY 10022

## **PASSENGER, PILOT OR CREW MEMBER BENEFIT RIDER**

**POLICYHOLDER:** Experimental Aircraft Association  
**GROUP POLICY NUMBER:** ADDG 270294  
**GROUP POLICY EFFECTIVE DATE:** December 1, 2012  
**GROUP POLICY ANNIVERSARY DATE:** December 1, 2013

**STATE OF ISSUE:** Texas  
**EFFECTIVE DATE OF THIS RIDER:** December 12, 2020

This Passenger, Pilot or Crew Member Benefit Rider is a part of the Policy and Certificate to which it is attached. It is issued in consideration of the application and the continued payment of the required premium.

### **RIDER SCHEDULE OF BENEFITS**

Policy Age Limit: Under age 76  
Accidental Death & Dismemberment  
Principal Sum: **\$250,000**

### **PASSENGER, PILOT OR CREW MEMBER BENEFIT**

If You suffer a Loss as a result of flying or riding as a Passenger, Pilot (with a valid license) or Crew Member on:

- (a) an aircraft (which has a valid and current airworthiness certificate issued by the FAA); or
- (b) a regularly scheduled flight on an airline.

We will pay the Principal Sum after We receive Proof of Loss, in accordance with the Proof of Loss provision.

<u>For Loss of:</u>	<u>Benefit Amount:</u>
Life .....	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes .....	Principal Sum
One Hand and One Foot .....	Principal Sum
Speech and Hearing in Both Ears .....	Principal Sum
Either Hand or Foot and Sight of One Eye .....	Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia) .....	Principal Sum
Movement of Both Lower Limbs (Paraplegia) .....	Three-Quarters of Principal Sum
Movement of Three Limbs (Triplegia) .....	Three-Quarters of Principal Sum
Movement of the Upper and Lower Limbs of One Side of the Body (Hemiplegia) .....	One-Half of Principal Sum

Either Hand or Foot .....	One-Half of Principal Sum
Sight of One Eye .....	One-Half of Principal Sum
Speech or Hearing in Both Ears .....	One-Half of Principal Sum
Movement of One Limb (Uniplegia) .....	One-Quarter of Principal Sum
Thumb and Index Finger of Either Hand .....	One-Quarter of Principal Sum

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrists or ankle joints;
- 2) sight, speech, and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints;
- 4) movement, complete and irreversible paralysis of such limbs.

This Benefit will be paid according to the General Provisions of the Policy.

Your amount of Principal Sum is shown in the Schedule of Insurance.

**Special Aviation Activity Benefit:** If You suffer a Loss of life as a result of flying or riding as a Pilot (with a valid license) or Crew Member in an airplane or aircraft which has a valid and current airworthiness certificate issued by the FAA, **while that airplane or aircraft is performing (including aerobatics) at an EAA or EAA Division sanctioned event**, We will pay the deceased person's amount of Principal Sum after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit includes airplane or aircraft flown outside of the United States, its protectorates, territories, and Canada.

The Special Aviation Activity Benefit is subject to the following conditions. The aircraft must not be used for:

- Crop dusting;
- Spraying or seeding;
- Commercial advertising;
- Banner towing or sky writing;
- Fire fighting;
- Pipeline or power line inspection;
- Aerial photography or exploration;
- Sky diving or hang gliding;
- Speed racing;
- Endurance tests or an attempt at record setting flights;
- Maneuvers which are willful and intentional violation of current FAA Regulations.
- Any operation which requires a special permit from the FAA, even if that permit is granted, except if the permit is required solely because of the territory flown over or landed on, or for an air show, unless at an EAA or EAA Division sanctioned event.

## Definitions

In addition to the Definitions contained in the Policy and Certificate, the following Definitions apply to this Rider:

**"Passenger"** means a person traveling on an aircraft who bears no responsibility for the tasks required for that aircraft to arrive at its destination.

**"Pilot"** means a person who is licensed by the FAA to operate an aircraft in flight.

**"Crew Member"** means a person operating or serving aboard an aircraft in flight.

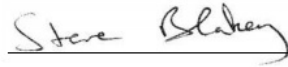
Benefits are subject to all terms and conditions of the Policy. This Rider does not waive, alter or extend any provisions or limitations of the Policy except to the extent shown above.

This Rider takes effect and ends concurrently with the Policy and Certificate to which it is attached.

Signed for **Solartis Insurance Company**:

A handwritten signature in blue ink that reads "Nehemiah E. Ginsburg". The signature is written in a cursive style and is positioned above a solid horizontal line.

Nehemiah E. Ginsburg,  
General Counsel and Secretary

A handwritten signature in blue ink that reads "Steve Blakey". The signature is written in a cursive style and is positioned above a solid horizontal line.

Steve Blakey,  
President and Chief Executive Officer