



ace group

CLAIMS REPORTING INFORMATION

All claim functions for your airport and aircraft insurance with Member Insurance Companies of the ACE USA Group are handled by ACE USA Aerospace Claims in Chicago. The staff of ACE USA Aerospace Claims is one of the most experienced and efficient in the aviation claims business. Sean Finnegan, experienced Casualty Claim Specialist, is responsible for administering your claims on a day-to-day basis. Sean reports to Dennis Krueger, Senior Aviation Technical Specialist. Sara Meske, Aerospace Claims Assistant, is available to accept claims information if Sean is unavailable.

All claims should be reported to Aerospace Claims as soon as practicable, in order for us to establish immediate contact with claimants and initiate any necessary investigation. An initial report of claim may be faxed to 877-201-4125. To ensure prompt attention, it is recommended that the fax transmission be confirmed with a phone call. Upon notification of a claim, an appropriate Accident Statement will be forwarded for your completion. Where possible, pictures of the accident scene should be obtained during your initial investigation.

Because ACE USA Claims has gone paperless, it is imperative that you put the addressee's name and claim number on all correspondence and note address / Fax changes below.

FIRST NOTICE OF LOSS:

Email AerospaceFirstNotice@acegroup.com
Fax 877-201-4125

	Contact	Phone	Fax	E-Mail
Primary	Sean Finnegan	312-775-7947	866-635-5687	Sean.Finnegan@acegroup.com
Secondary	Sara Kenney	312 775-7945	866-635-5687	Sara.Kenney@acegroup.com
Secondary	Betty Remblake	312-775-7910	866-635-5687	Betty.Remblake@acegroup.com
After Hours	Dennis Krueger	815-738-2755	866-635-5687	Dennis.Krueger@acegroup.com
24 Hour Emergency		815-275-1133		

All claims that require reporting after hours, should be directed to Dennis Krueger. All claims involving large aircraft should be reported immediately to Dennis Krueger.

If you are served with a summons or suit, please call immediately and forward the papers via overnight delivery.

MAILING ADDRESS

ACE USA Claims
P.O. Box 5101
Scanton, PA 18505- 0500

OVERNIGHT DELIVERY ADDRESS

ACE USA Aerospace Claims
525 W. Monroe, 5th Floor
Chicago, IL 60661

Should you have any questions concerning our claims handling procedures, please feel free to contact us at any time.



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AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

436 Walnut Street,
Philadelphia, Pennsylvania, 19106 - 3703

IN WITNESS WHEREOF, ACE Property and Casualty Insurance Company has caused this policy to be executed and attested. This policy is a valid contract when countersigned by an authorized representative (where required by law).

A stylized, handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

JOHN J. LUPICA, President

A handwritten signature in black ink, written in a cursive style, appearing to read 'Rebecca L. Collins'.

REBECCA L. COLLINS, Secretary

**AIRPORT OWNERS AND OPERATORS LIABILITY POLICY
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b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement ; or
- (2) That the insured would have in the absence of the contract or agreement.

c. Liquor Liability

"Bodily injury" or "property damage" for which the insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

Premises at the "airport" which you lease to others who are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, will not be treated as your business.

d. Workers Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employers Liability

"Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the Insured under an "insured contract".

f. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by, rented, loaned or leased to the insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) An "auto" or watercraft while on the "airport";

- (7) "Aircraft" in your care, custody or control or "aircraft" while being serviced, handled or maintained by you.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage":

- (a) to an "auto" or "mobile equipment" when your control is solely traffic control, but this exception does not override Exclusion j. above;
- (b) to an "auto" while on the "airport"; or
- (c) to baggage or cargo handled by you, provided you are not handling the baggage or cargo as bailee for hire.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products completed operations hazard".

Paragraph (7) of this exclusion does not apply to "property damage" to "aircraft" when your control is solely traffic control, but this exception does not override Exclusion j above.

I. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

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

n. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall of Products, Work or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

- (5) Arising out of the conduct of any airmeet, contest or exhibition permitted, sponsored or participated in by any insured. This exclusion does not apply to static displays.
- b. "Advertising injury" arising out of:
 - (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - (2) The failure of goods, products or services to conform with advertised quality or performance;
 - (3) The wrong description of the price of goods, products or services; or
 - (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.
- c. Any offense which was committed or alleged to have been committed in any State which does not recognize a cause of action for that offense based on negligence.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement .

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On your "airport"; or
- (2) Because of your "airport operations";

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable LIMITS OF INSURANCE. We will pay reasonable expenses for:

- (1) First aid at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions .

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of the insured, if benefits for the "bodily injury" are

the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result, but:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION IV); and
- (2) Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage E.

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) The "bodily injury" or "property damage" arises out of your use of any aircraft, or its use on your behalf, provided that:
 - (a) The aircraft is not owned by you in whole or in part;
 - (b) The aircraft is not on lease to you;
 - (c) The aircraft is not subject to a lease-purchase agreement to which you are a party; and
 - (d) The aircraft is used in connection with your "airport operations".
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions .

This insurance does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
 - (2) That the insured would have in the absence of the contract or agreement.
- c. "Property damage" to the aircraft.
- d. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

These payments will not reduce the LIMITS OF INSURANCE.

SECTION II - COMMON COVERAGE EXCLUSIONS

All Coverages included in this policy are subject to the following exclusions.

A. Noise and pollution and other perils.

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 our duty to investigate or defend claims, such provision shall not apply and we shall not be required to defend:
 - (a) claims excluded by Paragraph 1; or
 - (b) a claim or claims covered by the policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
3. In respect of any Combined Claims, we shall (subject to proof of loss and the LIMITS OF INSURANCE) reimburse you for that portion of the following items which may be allocated to the claims covered by the policy:
 - (i) damages awarded against any insured; and
 - (ii) defense fees and expenses incurred by any insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

B. War, hi-jacking and other perils.

This policy does not cover claims caused by:

- (a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- (b) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- (c) Strikes, riots, civil commotions or labor disturbances.
- (d) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- (e) Any malicious act or act of sabotage.

"airport operations".

- d. An organization other than a partnership, joint venture or public corporation, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your employees, other than your executive officers, but only for acts within the scope of their employment by you with respect to your "airport operations".
- b. If you are designated in the Declarations as a public corporation, employees of your boards, commissions or agencies, other than executive officers, but only for acts within the scope of their employment by those boards, commissions or agencies with respect to your "airport operations".

However, no employee of yours or your boards, commissions or agencies is an insured for:

- (1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or
- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or
- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

- c. Any person (other than your employee), or any organization, while acting as your real estate manager.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-employee of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

B. DEDUCTIBLES

1. Our obligation to pay:
 - a. Damages because of "bodily injury" and "property damage" under Coverages A and E; and
 - b. Medical expenses under Coverage C; and
 - c. Damages because of physical injury to "aircraft" under Coverage D arising out of one occurrence; and
 - d. Damages because of "personal injury" and "advertising injury" under Coverage B arising out of any one offense

applies only to the amount of damages or medical expenses in excess of the Each Occurrence or Offense Deductible amount stated in the Declarations, but the LIMITS OF INSURANCE applicable to Each Occurrence will not be reduced by the amount of such deductible, nor will Aggregate limits for such coverages be reduced by the application of such deductible amount.

2. The Aggregate Deductible amount stated in the Declarations is the most you will have to pay for all deductible amounts under Coverages A, B, C, D and E for all damages and medical expenses.
3. The terms of this insurance, including those with respect to:
 - (a) Our right and duty to defend any "suits" seeking those damages; and
 - (b) Your duties in the event of an "occurrence", claim, or suitapply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

The Aggregate Deductibles of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed the last preceding period for purposes of determining the aggregate deductibles.

SECTION V - CONDITIONS

1. **Bankruptcy.**
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit.**
 - a. You must notify us as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - b. If a claim is made or "suit" is brought against any insured, you must:

When this insurance is excess, we will have no duty under Coverage A, B, D or E to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Policy.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit.

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations.

By accepting this policy, you agree:

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

7. Separation Of Insureds.

Except with respect to the LIMITS OF INSURANCE (SECTION IV), and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies separately to each insured against whom claim is made or "suit" is brought.

SECTION VI - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Aircraft" under Coverage D means any aircraft or its parts or equipment.
3. "Airport" means the Airport(s) designated in the Declarations, including ways and means immediately adjoining such airport(s).
4. "Airport operations" means the ownership, maintenance, use or provision of premises, services and facilities necessary to the operation of the "airport".
5. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, but "auto" does not include "mobile equipment".
6. "Bodily injury" means:
 - a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
 - b. Fright or mental anguish sustained by a person.
7. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Malpractice" means malpractice, error or mistake by a physician, surgeon, nurse, medical technician or other person performing medical services on behalf of an insured in the provision of emergency medical relief.
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
15. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
 - a. Mistaken arrest, detention or imprisonment;

- 18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

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

"Your product" includes:

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

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

- 20.** "Your work" means:
- a.** Work or operations performed by you or on your behalf; and
 - b.** Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

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

This Endorsement effective October 1, 2014
forms part of Policy Number AAP N00985818 011
Issued to Public Risk Management of Florida
By ACE Property And Casualty Insurance Company

- (c) coerce the civilian population of the United States of America; or
 - (d) influence the policy or affect the conduct of the United States Government by coercion.
4. This endorsement does not apply to:
- (a) any damage to property on the ground while outside:
 - (i) Canada, or
 - (ii) the United States of America,unless caused by or arising out of the use of aircraft;
or
 - (b) "Certified Acts of Terrorism", if the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement", is attached to this policy.
5. If the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:
- (a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and
 - (b) our insurer deductible under TRIA is met,
- we are not liable for such losses that exceed \$100 billion.
- In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.
6. The termination or cancellation of this endorsement is governed solely by paragraphs 7 and 8 below, and not by any other provision of this policy.
7. (a) This endorsement will END AUTOMATICALLY upon the outbreak of war (whether there is a declaration of war or not) between any of the following:
- (i) France,
 - (ii) the People's Republic of China,
 - (iii) the Russian Federation,
 - (iv) the United Kingdom, or
 - (v) the United States of America.
- (b) The coverage provided by deleting paragraph (a) of Common Coverage Exclusion B (section II) will END AUTOMATICALLY upon the hostile detonation of any weapon of war using:
- (i) atomic or nuclear fission and/or fusion; or

Endorsement No. 1

This Endorsement effective October 1, 2014
forms part of Policy Number AAP N00985818 011
Issued to Public Risk Management of Florida
By ACE Property And Casualty Insurance Company

AMENDMENT OF NOISE AND POLLUTION AND OTHER PERILS EXCLUSION

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

Paragraph 2.(b) of the Amendment Of Noise and Pollution And Other Perils Exclusion Endorsement - Florida AAP 273-FL (01-05) does not apply to pollution or contamination of "your product."


Authorized Representative

Endorsement No. 2

AAP 204-FL (01-05)

07/11/2014

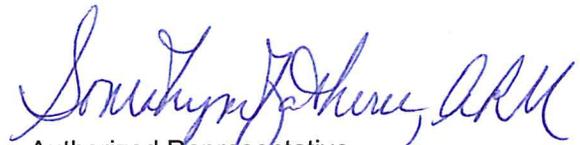
This Endorsement effective October 1, 2014
forms part of Policy Number AAP N00985818 011
Issued to Public Risk Management of Florida
By ACE Property And Casualty Insurance Company

CANCELLATION NOTIFICATION CHANGE

With respect to the cancellation and nonrenewal provisions of this policy, we agree to increase the number of days prior notice of cancellation allowed to the first Named Insured to at least the number of days shown under 'Notice Period for Cancellation' below, except in the event of cancellation for non-payment of premium in which event we will allow at least the number of days prior notice of cancellation as shown under 'Notice Period for Non-Payment of Premium'.

Notice Period for Cancellation 60 days.
Notice Period for Non-Payment of Premium 10 days.

This endorsement shall not operate to override any state required minimum period(s) of notice, but it may operate to increase such minimum periods of notice


Authorized Representative

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AIRPORT LIMITED ENHANCED COVERAGE ENDORSEMENT (CONT'D.)

7. The Definition of "advertising injury" is amended to include:
 - e. Infringement of trademark, service mark or trade name.
8. The Definition of "aircraft" is amended to read:

"Aircraft" under Coverage D means any aircraft, including its parts, equipment and contents.
9. Item A.6. under Limits of Insurance is amended to read:
 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you, arising out of any one fire.
10. Exclusion f of Section I of this policy (Aircraft, Auto or Watercraft) does not apply to watercraft less than 26 feet in length.
11. Exclusion a. of Section I of this policy (Expected or Intended Injury) is amended to read:

This Insurance does not apply to:

 - a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
12. Exclusion h. of Section I of this policy (Air Meet, Contest, Exhibition) may be deleted, subject to 30 days prior notice to us, at terms to be agreed.
13. Item 2.b. (1) of Who Is An Insured is deleted.


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LIMITED ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

SCHEDULE

Name of Person or Organization:

AvFuel Corporation
47 W. Ellsworth Road
Ann Arbor, MI 48108

1. SECTION III - WHO IS AN INSURED, subsection 2. is amended by adding as an insured the person or organization shown in the Schedule above but only with respect to liability to which this insurance applies that is caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your "airport operations".
2. The insurance provided by section 1 of this endorsement shall not operate to prejudice our right of recourse against the person or organization shown in the Schedule above as manufacturers, repairers, suppliers or servicing agents where such rights of recourse would have existed had this endorsement not been effected under this policy.
3. The insurance provided by section 1 of this endorsement is subject to the Limits of insurance and Deductibles shown on the Declarations, and is included within, and not in addition to, such limits and deductibles.

All other terms and provisions remain unchanged.


Authorized Representative

Endorsement No. 7

AAP 236 (11-04)

07/11/2014

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NUCLEAR RISKS EXCLUSION CLAUSE (CONT'D.)

- (i) in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereto, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;
- (ii) this Policy shall only apply to an incident happening during the period of this Policy and where any claim by the Insured against us 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:

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

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


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DATE RECOGNITION EXCLUSION CLAUSE

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

(a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, exchange or transfer year, date or time data or information in connection with:

- the change of year from 1999 to 2000; and/or
- the change of date from 21 August 1999 to 22 August 1999; and/or
- any other change of year, date or time;

whether on or before or after such change of year, date or time;

(b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;

(c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

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


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION - FLORIDA

It is agreed that:

1. SECTION II - COMMON COVERAGE EXCLUSIONS is amended by adding the following new exclusion:

"Fungi" or Bacteria

This policy does not coverage claims directly or indirectly occasioned by, happening through or in consequence of:

- (a) injury or damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (b) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

2. The following definition is added to SECTION VI - DEFINITIONS:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All other terms and conditions remain unchanged.


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DEFINITION OF "BODILY INJURY" ENDORSEMENT

SECTION VI - DEFINITIONS is amended by adding the following to subsection 6., the definition of "bodily injury":

"Bodily injury" also means fear of bodily injury, sickness, disease, fright or mental anguish.

All other terms and conditions remain unchanged.


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SILICA EXCLUSION

It is agreed that Section II. COMMON COVERAGE EXCLUSIONS is amended by adding the following new exclusion:

This insurance does not apply to:

"Bodily injury" arising out of, resulting from, or in any way related to, in whole or in part, the respiration, inspiration, inhalation or breathing in of silica,

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

All other terms and conditions remain unchanged.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.
**INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET
EXCLUSION ENDORSEMENT**

This Endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

It is agreed that:

1. The following definition is added to SECTION VI - DEFINITIONS:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. The following exclusion is added to SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

This insurance does not apply to "personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

All other terms and conditions remain unchanged.


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FLORIDA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY.

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation Of Policies in Effect
 - a. For 90 Day or Less
If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - 1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - 2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with the underwriting requirements established by the insurer.
 - b. For More Than 90 Days
If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:
 - 1) Nonpayment of premium;
 - 2) The policy was obtained by a material misstatement;
 - 3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;
 - 4) A substantial change in the risk covered by the policy; or
 - 5) The cancellation is for all insureds under such policies for a given class of insureds.
3. If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.
4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first named insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

NONRENEWAL

1. If we decide not to renew this policy we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Endorsement No. 20

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