

Unmanned Aircraft System Policy

(AirModo Annual Coverage Form)

Issued to:

***NI**

***add1**

***add2**

***add3**

***email address**



United States Aircraft Insurance Group
USAIG is managed by United States Aviation Underwriters, Incorporated
Home Office: 125 Broad Street, 6th Floor, New York, NY 10004

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Declarations

The Declarations, along with this policy and any attached endorsements form your complete insurance policy. In consideration of the payment of the premium and subject to all the terms of this policy, we agree with you to provide the insurance stated in this policy.

- Item 1. Named Insured:** ***NI**
- Address:** ***add1**
 ***add2**
 ***add3**
- Email Address:** *********
- Item 2. Policy Period:** Your Policy Period is from ***EFF** to ***EXP** at 12:01 A.M., Local Standard Time at the address of the **first Named Insured** stated herein.
- Item 3. Policy Territory:** Anywhere in the world.
- Item 4. Purpose of Use:** **Commercial Use**
- Item 5. Pilots:** Any **pilot** properly certificated for the flight involved.
- Item 6. Unmanned Aircraft System Schedule:**
- | Year, Make and Model | Identification Number |
|--|-----------------------|
| Any Unmanned Aircraft System(s) (UAS) described and selected by you in the AirModo app. | |
- Item 7. Limits of Liability applicable to Coverage A and B:**
- | Coverage | Limits of Liability |
|--|---|
| A. COVERAGE A –
BODILY INJURY AND PROPERTY DAMAGE LIABILITY | |
| 1. Unmanned Aircraft System Liability Hazard | \$ As selected in the AirModo app.
Each Occurrence |
| 2. Aviation Premises Liability Hazard
(This limit is part of and not in addition to the Limit of Liability for Coverage A.1.) | \$ As selected in the AirModo app.
Each Occurrence |
| B. COVERAGE B –
MEDICAL PAYMENTS | |
| | \$ As selected in the AirModo app.
Each Person |

Declarations**Item 8. Premium:**

Premium	\$ As shown in the AirModo app.
Endorsement Premium	\$ As shown in the AirModo app.
Total Premium	\$ As shown in the AirModo app.

Unless stated otherwise, all sums shown in this policy are expressed in United States currency.

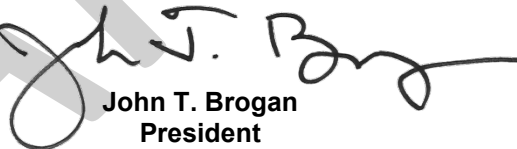
Item 9. Endorsements:

The following endorsements are attached to the policy at inception:

032	Date Change Recognition Exclusion
033	Date Change Recognition Exclusion Limited Write-Back Provisions
034	Noise and Pollution and Other Perils Exclusion
035	Asbestos Exclusion
036	Nuclear Risk Exclusion Endorsement with Exceptions
053	Personal and Advertising Injury Liability
009	Additional Insured(s) / Products Exclusion
018	War, Hi-jacking and Other Perils Limited Write-Back Provisions Aggregate Endorsement (Applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY)
031	Terrorism Risk Insurance Act, as amended
048	Named Insured Disclosure NOTICE OF TERRORISM INSURANCE COVERAGE Certified Terrorism Loss Coverage (Applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY)
021	Non-Owned Unmanned Aircraft System Liability and Medical Coverage
049	Performance Vector Unmanned Safety Program Required State Endorsements

This policy is written through the Aviation Managers on *(Date of issue).

Approved by: **United States Aviation Underwriters, Inc.**
Aviation Managers


John T. Brogan
President

IN WITNESS WHEREOF, the **Company(ies)** hereunder have caused this policy to be executed on their behalf by the Aviation Managers.

SEE ATTACHED PARTICIPATING COMPANY SCHEDULE

Throughout this policy the words “you” and “your” refer to the person or organization named on the Declarations as the **Named Insured**. “We,” “our” or “us” mean the Participating Companies executing this policy (collectively the “Companies” and each individually a “Company”). “Aviation Managers” means United States Aviation Underwriters, Incorporated.

Service of process or of any notice or proof of loss required by this policy, made upon any one of the **Company(ies)**, or upon a duly authorized agent of any one of the **Company(ies)**, shall constitute service upon all **Company(ies)**. Each of the **Company(ies)** hereby appoints the Aviation Managers as its duly authorized agent for receipt of service of process or any notice or proof of loss hereunder.

Words and phrases that appear in **bold italicized** type have special meaning. Refer to **DEFINITIONS** (SECTION V).

I. **INSURING AGREEMENTS**

1. **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

We will pay those sums that the **Insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** caused by an **occurrence** arising out of the “Unmanned Aircraft System Liability Hazard” or “Aviation Premises Liability Hazard” herein defined and the **Company(ies)** shall have the right and duty to defend any suit against the **Insured** seeking damages on account of such **bodily injury** or **property damage**, even if any of the allegations of the suit are groundless, false or fraudulent and may make such investigation or settlement of any claim or suit as they deem expedient; but the **Company(ies)** shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the **Company(ies)**’ liability has been exhausted by payment of judgments or settlements.

Definition of Hazards.

Unmanned Aircraft System Liability Hazard.

The insurance afforded by this policy applies to **bodily injury** or **property damage** arising out of the ownership, maintenance or use of the **unmanned aircraft system** shown in Item 6. of the Declarations.

Aviation Premises Liability Hazard.

The insurance afforded by this policy applies to **bodily injury** or **property damage** arising out of the **Named Insured’s** ownership, maintenance or use of premises from which the insured **unmanned aircraft system** is operated.

2. **COVERAGE B – MEDICAL PAYMENTS.**

We will pay all reasonable medical expenses incurred within one (1) year of the date of an accident by persons on the ground who sustain **bodily injury** caused by an accident arising out of your operations of an **unmanned aircraft system** insured under this policy, provided the **unmanned aircraft system** was used by the **Named Insured** or with the **Named Insured’s** permission when the accident occurred. Reasonable medical expenses include necessary costs of medical, surgical, dental, ambulance, hospital, professional nursing and funeral services.

Exclusions**II. EXCLUSIONS****1. Exclusions applicable to all Coverages.**

This policy does not apply to:

- A. ***bodily injury* or *property damage*** for which the ***Insured*** is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) that the ***Insured*** would have in the absence of the contract or agreement;
- (2) 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
- (3) assumed in an airport contract you sign with a governmental body so you may use an ***airport***.

- B. any obligation for which the ***Insured*** or any carrier as his insurer may be held liable under any workers' compensation law, unemployment compensation or disability benefits law or under any similar law, or

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 or registered domestic partner, child, parent, brother or sister of that employee as a consequence of subparagraph (1) above.

This exclusion does not apply with respect to liability of others assumed by the ***Insured***.

- C. damage to any property that an ***Insured*** who is legally responsible for the use of the ***unmanned aircraft system*** owns, rents, controls or transports, including claims for loss of use and consequential damage.
- D. ***bodily injury* or *property damage*** arising out of Air Traffic Control Operations conducted by any ***Insured***.

Exclusions

- E. any employee, including any of your employees, who injures someone who works for the same employer while working within the scope of their duties, if the claim is made by or on behalf of the co-employee or otherwise arises from the co-employee's injury or death.
- F. liability you assume under any contract or agreement which is with or for the benefit of any manufacturer of your **unmanned aircraft system** or any of its parts.
- G. any **unmanned aircraft**, inclusive of any attached **payload** or **cargo**, that weighs fifty-five (55) pounds or more.
- H. the conduct of any race, contest or exhibition permitted, sponsored or participated in, by the **Insured**.
- I. **bodily injury** or **property damage** arising out of indoor operations of an **unmanned aircraft system** covered under this policy.
- J. any claim, damage, injury, loss, cost, expense, or liability of any nature whatsoever arising from, occasioned by, or in consequence of:
 - (1) 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.
 - (2) 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.
 - (3) Strikes, riots, civil commotions or labor disturbances.
 - (4) 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.
 - (5) Any malicious act or act of sabotage.
 - (6) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any government (whether civil, military or de facto) or public or local authority.
 - (7) Hi-jacking or any unlawful seizure or wrongful exercise of control of an **unmanned aircraft system** or **pilot(s)** of the **unmanned aircraft system** (including any attempt at such seizure or control) made by any person or persons acting without the consent of the **Insured**.

Furthermore, your policy does not cover claims arising while the **unmanned aircraft system** is outside of your control by reason of any of the above perils. The **unmanned aircraft system** shall be deemed to have been restored to your control upon the safe return of the **unmanned aircraft** to you at a location not excluded by the geographical limits of your policy, (such safe return shall require that the **unmanned aircraft** be parked with engines shut down and under no duress).

Exclusions**2. Exclusions applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY- Unmanned Aircraft System Liability Hazard.**

This insurance does not apply to:

- A. injury to persons or property caused intentionally by or at the direction of the **Insured**, except an injury to persons resulting from an attempt to prevent a hijacking or other dangerous interference with the operation of the **unmanned aircraft system**.
- B. damage to any **unmanned aircraft system** insured under the policy.
- C. **property damage** to any property in the care, custody or control of the **Insured** including **cargo** and **dispensable loads**.
- D. **bodily injury** or **property damage** resulting from the release of a **dispensable load** from the **unmanned aircraft**. Provided no part of the **dispensable load** consists of munitions, this exclusion shall not apply to any claim or suit caused by or resulting in an **unmanned aircraft** crash, fire, explosions, or collision or a recorded **in flight** emergency causing abnormal **unmanned aircraft** operation.
- E. chemical injury to or destruction of any property (including loss of use thereof) dusted, sprayed, fertilized or seeded.
- F. **bodily injury** arising out of or as a consequence of applying for, termination of, or employment by any person or organization described in the definition of “**Insured**” or to **bodily injury** arising from coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, discrimination or other employment related practices, policies, acts or omissions.

Exclusions**3. Exclusions applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY - Aviation Premises Liability Hazard.**

This insurance does not apply to:

- A. that portion of any loss arising out of the ownership, maintenance, operation, use, loading or unloading of **automobiles, mobile equipment** or watercraft.
- B. **bodily injury** or **property damage** arising out of and in the course of the transportation of **mobile equipment** by an **automobile** owned or operated by or rented or loaned to the **Named Insured**.

4. Exclusions applicable to COVERAGE B – MEDICAL PAYMENTS.

This Coverage does not apply to:

- A. medical services to anyone or their employees until any medical benefits covered under workers' compensation have been deducted.
- B. any suit or other legal action to recover payment under this policy unless you have complied with all its terms and at least thirty (30) days have elapsed since the required proof of claim has been given to the Aviation Managers.

Limits of Liability**III. LIMITS OF LIABILITY**

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

1. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.

- A. As respects the Unmanned Aircraft System Liability Hazard under Coverage A, the total limits of the **Company(ies)**' liability for all damages sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the Limit of Liability shown in Item 7. of the Declarations.
- B. As respects the Aviation Premises Liability Hazard under Coverage A, the total limit of the **Company(ies)**' liability for all damages sustained by one or more persons or organizations as the result of any one **occurrence** shall not exceed the Limit of Liability shown in Item 7. of the Declarations.

2. COVERAGE B – MEDICAL PAYMENTS.

The amount shown in Item 7. of the Declarations for "each person" is the most we will pay for all medical expenses for one person in any one accident. We will not, however, provide medical services to anyone or their employees until any medical benefits covered under workers' compensation have been deducted.

Supplementary Payments**IV. SUPPLEMENTARY PAYMENTS.**

The **Company(ies)** will pay in addition to the applicable limit of liability:

- A. all expenses incurred by the **Company(ies)**, all costs taxed against the **Insured** in any suit defended by the **Company(ies)** and all interest on any part of a judgment we are paying which accrues after entry of the judgment and before the **Company(ies)** have paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the **Company(ies)**' liability thereon.
- B. all premiums on bonds to release attachment for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit and, as respects the Unmanned Aircraft System Liability Hazard, up to \$5,000 each **occurrence** for the cost of all bail bonds required of the **Insured** in the event of an **occurrence** or violation of a law or regulation for civil aviation during the policy period but without any obligation to apply for or furnish any such bonds.
- C. expenses incurred by the **Insured** for first aid to others at the time of an accident, for **bodily injury** to which this policy applies.
- D. reasonable expenses incurred by the **Insured** at the **Company(ies)**' request, including actual loss of wages or salary (but not loss of other income) up to \$500 per day, per employee, because of their attendance at hearings or trials at such request; but excluding expenses incurred for the correction or elimination of the cause of a loss of use.

DefinitionsV. DEFINITIONSAIRCRAFT.

Aircraft means a device that is used or intended to be used for flight in the air, but does not include **unmanned aircraft** as further defined hereunder.

AIRPORT.

Airport means the **airport(s)** or heliport(s) used or occupied by the **Named Insured** in the conduct of its business and includes the ways immediately adjoining and contiguous to such **airport** premises.

AUTOMOBILE.

Automobile means a land motor vehicle or trailer, subject to motor vehicle registration, designed for travel on public roads. An **automobile** does not include **mobile equipment**.

BODILY INJURY.

Bodily injury means physical injury sustained by a person, arising out of an **occurrence** during the policy period, including **mental anguish**, sickness, disease or death resulting from any of these at any time.

BUSINESS USE.

Business use means the use of the **unmanned aircraft system** for business or professional purposes of the **Named Insured** including research, test, and demonstration flights, excluding any flights for hire or reward. This definition applies to your policy if **Business use** or **Commercial use** is shown in Item 4. of the Declarations.

CARGO.

- A. **Cargo** means property of others while being loaded, unloaded, or carried on board the **unmanned aircraft**.
- B. **Cargo** does not include:
- (1) Property installed on the **unmanned aircraft**;
 - (2) Property of any **Insured**;
 - (3) **Payload**;
 - (4) Live animals, birds, reptiles, fish, or plants;

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- (5) Accounts, deeds, evidences of debt, mail, money, notes, securities, bullion, credit cards, furs, fur garments, jewelry, precious stones, valuable papers and records, paintings, statuary or other works of art, or other articles of extraordinary value.

COMMERCIAL USE.

Commercial use means in addition to **Business use**, the **unmanned aircraft system** may be used principally in the business of the **Named Insured** for hire or reward, excluding rental to others. This definition applies to your policy if **Commercial use** is shown in Item 4. of the Declarations.

COMPANY(IES).

Company(ies) means the company or companies stated in the Participating Company Schedule attached to this policy.

DISPENSABLE LOAD.

Dispensable load means **cargo** configured to be dispensed from an **unmanned aircraft in flight**.

FIRST NAMED INSURED.

First Named Insured means the first person or organization named in Item 1. of the Declarations.

IN FLIGHT.

In flight means:

- A. As respects any **unmanned aircraft** other than a glider without self-launch capability or lighter-than-air aircraft, the time commencing with the application of power for takeoff and continuing until (1) the completion of the decelerating run after touching down or (2) touching down in the case of a vertically landed aircraft;
- B. As respects any **unmanned aircraft** glider without self-launch capability, the time commencing with the application of power for takeoff to the tow **aircraft** and continuing until the **unmanned aircraft** glider comes to rest after landing.

INSURED.

- A. The unqualified word **"Insured"** includes the **Named Insured** and:
 - (1) the spouse of the **Named Insured**;
 - (2) any partner, executive officer, employee, director or stockholder of the **Named Insured** while acting within the scope of their duties as such;

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- (3) if the **Named Insured** is shown in the Declarations as a "Limited Liability Company" (LLC):
 - a) members of the LLC, but only with respect to the conduct of your business, and
 - b) managers of the LLC, but only with respect to their duties as managers;
- (4) with respect only to the Unmanned Aircraft System Liability Hazard - any person while using the **unmanned aircraft system** and any person or organization (except the United States Government or any foreign government) legally responsible for the use thereof, provided the actual use of the **unmanned aircraft system** is by the **Named Insured** or with their permission;
- (5) any person or organization for whose protection and benefit the **Named Insured** has or shall have by contract agreed to procure liability insurance, but the insurance with respect to such person or organization shall not exceed such coverage and limits of liability that the **Named Insured** has agreed to procure nor the coverage and applicable limits of this policy.

The **first Named Insured** shall be liable to the **Company(ies)** for the payment of the policy premium and shall alone be entitled to receive any return premium due from the **Company(ies)**. Every notice required or permitted by this policy to be given to or by the **Named Insured** shall be sufficient if given to or by such **first Named Insured**.

- B. With respect to any person or organization coming within the scope, as an **Insured**, of paragraph A. (4) and paragraph A. (5) above,
- (1) this insurance shall apply only to those who are specifically designated by letter or other written communication from the **Named Insured** to the Aviation Managers within thirty (30) days following an **occurrence** giving rise to liability hereunder or as soon thereafter as practicable.
 - (2) this insurance shall not apply to any person or organization engaged in the manufacture of **aircraft** or **unmanned aircraft systems**, including the **aircraft** or **unmanned aircraft** propulsion system or accessories, or who is operating an **aircraft** or **unmanned aircraft system** repair shop, **airport** hangar, **aircraft** or **unmanned aircraft system** sales agency, airline, commercial flying service or flying school.

Definitions

INSURED CONTRACT.

Insured contract means a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**.

MENTAL ANGUISH.

Mental anguish means the mental sensation of pain, distress, fright or anxiety, arising out of **bodily injury**.

MOBILE EQUIPMENT.

Mobile equipment means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned by or rented to the **Named Insured**, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment. **Mobile equipment** does not include an **automobile**.

NAMED INSURED.

Named Insured means the person(s) or organization(s) named in Item 1. of the Declarations.

OCCURRENCE(S).

Occurrence(s) means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in **bodily injury** or **property damage**, neither expected nor intended from the standpoint of the **Insured**, during the policy period.

PASSENGER.

Passenger means any person in or entering an **aircraft** for the purpose of riding therein or alighting therefrom following a flight or attempted flight therein.

PAYLOAD.

Payload means cameras, or other equipment that is capable of enhancing the utility of the **unmanned aircraft**, which may or may not be attached to and is not required for the safe flight of the **unmanned aircraft**. However, **payload** does not include **cargo**.

PILOT.

Pilot means the person(s) actively engaged in maneuvering the **unmanned aircraft** and responsible for the safety of its flight.

Definitions**PROPERTY DAMAGE.**

Property damage means, (a) Physical injury to or destruction of the tangible property of others, caused by an **occurrence** during the policy period including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or (b) Loss of use of the tangible property of others that is not physically injured or destroyed provided the loss of use arises out of an **occurrence** during the policy period.

UNMANNED AIRCRAFT.

Unmanned aircraft means an **aircraft** that is remotely operated and has no **passengers**. **Unmanned aircraft** does not include **payload**.

UNMANNED AIRCRAFT SYSTEM.

Unmanned aircraft system means an **unmanned aircraft** and associated elements (including communication links and the components that control the **unmanned aircraft**) that are required for the **pilot** to operate the system. **Unmanned aircraft system** does not include **payload**.

Conditions**VI. CONDITIONS****1. POLICY PERIOD.**

This policy applies only with respect to **occurrences** or losses that take place during the policy period.

2. POLICY TERRITORY.

This policy applies to **occurrences** or losses that take place within the policy territory shown in Item 3. of the Declarations during the policy period, but if claim is made or suit is brought elsewhere than within the United States of America, its territories or possessions, or Canada, the **Company(ies)** shall have the right but not the duty to investigate and settle such claims and to defend such suits. In any such case in which the **Company(ies)** elect not to investigate, settle or defend, the **Insured**, under the supervision of the **Company(ies)**, will make or cause to be made such investigation and defense as are reasonably necessary, and subject to prior authorization by the **Company(ies)**, will effect to the extent possible such settlements as the **Company(ies)** deem prudent. The **Company(ies)** shall reimburse the **Insured** for the reasonable costs of such investigation and defense and, within the applicable limits of liability of the policy, for the amounts of such authorized settlements.

3. LIMITATIONS ON USE.

To be covered under this policy the **unmanned aircraft system** must be owned, maintained or used only for the use described in the Declarations and flown only by a **pilot** or **pilots** described there.

4. NOTICE OF OCCURRENCE.

When an **occurrence** takes place, written notice shall be given by or on behalf of the **Insured** to the Aviation Managers as soon as practicable after knowledge of such **occurrence** becomes known to the **Named Insured**. Such notice shall contain particulars sufficient to identify the **Insured** and all reasonably obtainable information respecting the time, date, place and circumstances of the **occurrence** and the names and addresses of the dead and injured and of available witnesses.

5. NOTICE OF CLAIM OR SUIT.

If claim is made or suit is brought against the **Insured**, the **Named Insured**, shall as soon as practicable forward to the Aviation Managers every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.

Conditions**6. ASSISTANCE AND COOPERATION OF THE INSURED.**

The **Insured** shall cooperate with the **Company(ies)** and the Aviation Managers and upon our request, shall attend hearings and trials and shall assist, in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The **Insured** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense.

7. PROOF OF CLAIM.

As respects COVERAGE B – MEDICAL PAYMENTS, an injured person or someone representing him or her must give the Aviation Managers written proof of a claim as soon as reasonably possible after the accident. An injured person must also submit to physical examination by any doctor we select, whenever we reasonably ask. The **Insured** will also help us obtain medical reports and copies of records.

The **Company(ies)** shall not be held to have waived any provision or condition of this policy, or any forfeiture thereof, by any requirement, act or proceeding on their part relating to appraisal or to any inspection, investigation or examination under oath herein provided for.

8. ACTION AGAINST THE COMPANY(IES).

No action shall lie against the **Company(ies)** unless as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the **Company(ies)**.

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

Bankruptcy or insolvency of the **Insured** shall not relieve the **Company(ies)** of any of their obligations under this policy.

9. INSPECTION AND AUDIT.

The **Company(ies)** or their representatives shall be permitted to inspect the **Insured's** premises and operations and to examine and audit the **Insured's** books and records at any time during the policy period and any extension thereof, and within three years after final termination of this policy, as far as they relate to the premium basis or the subject matter of this insurance.

Conditions**10. ACTION BY THE COMPANY(IES).**

Any one of the **Company(ies)** or the Aviation Managers shall have the power to institute and maintain suits in its own name:

- A. against the **first Named Insured** for non-payment of premiums; or
- B. against the **Insured** for a determination of coverage, or the absence of coverage under this policy, or for breach of any other obligation arising from or by reason of this insurance;

and any judgment so obtained or release or receipt by any one of the **Company(ies)** or the Aviation Managers shall be binding on the **Company(ies)** and the Aviation Managers.

11. OTHER INSURANCE.

If there is any other insurance against a loss covered by this policy, the insurance under this policy shall be excess insurance over any other valid and collectible insurance available to the **Insured** provided, however, that as to any insurance specifically arranged to provide excess insurance over the insurance afforded under this policy, this insurance shall be primary insurance.

Excess insurance is insurance which becomes effective only when all other valid and collectible insurance covering the loss has been exhausted. Other insurance includes any retained limit under any self insurance or deductible program you have established. If any other insurance covering the loss is written through the Aviation Managers, the Limit of Liability that applies under this policy will be reduced by the limit of liability under the other insurance.

12. SUBROGATION.

In the event of any payment under this policy, the **Company(ies)** shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after loss to prejudice such rights.

13. CHANGES.

This policy contains all the agreements between you and us concerning the insurance afforded. The **first Named Insured** shown in the Declarations is authorized to make changes in the terms of this policy with our consent. Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the **Company(ies)** from asserting any right under the terms of this policy, nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

Conditions**14. ASSIGNMENT.**

No assignment of interest under this policy shall bind the **Company(ies)** until its consent is endorsed hereon.

15. CANCELLATION.

1. The **first Named Insured** may cancel this policy by mailing or delivering to the Aviation Managers advance written notice of cancellation.
2. The **Company(ies)**, acting individually or through the Aviation Managers, may cancel this policy by mailing or delivering to the **first Named Insured**, at the postal or email address shown in Item 1. of the Declarations, written notice of cancellation at least:
 - a. ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. thirty (30) days before the effective date of cancellation if we cancel for any other reason.
3. We or the Aviation Managers will mail or deliver our notice to the **first Named Insured's** last postal or email address known to us or the Aviation Managers.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we or the Aviation Managers 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 or the Aviation Managers have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice. If notice is emailed, the date such notice is transmitted will be deemed to be the date of receipt.

16. CONFLICTING STATUTES.

The terms of this policy which are in conflict with the statutes of the State set forth in the address shown in Item 1. of the Declarations are hereby amended to conform to such statutes.

Conditions**17. INADVERTENT ERRORS OR OMISSIONS.**

Inadvertent errors, omissions or failure to give notice to the **Company(ies)** as herein required shall not relieve the **Company(ies)** of liability under this policy, provided that any such error or omission shall be corrected as soon as discovered by the **Named Insured**.

However, this does not apply to your obligation to promptly notify and report to the Aviation Managers any **occurrence**, loss, claim, suit filed or any other legal action as required by your policy.

18. SEVERABILITY OF INTEREST.

This insurance afforded under the Liability Coverages applies separately to each **Insured** against whom claim is made or suit is brought, but the inclusion herein of more than one **Insured** shall not operate to increase the applicable limits of the **Company(ies)**' liability.

19. FINANCIAL RESPONSIBILITY LAWS.

Such insurance as is afforded by this policy shall comply with the provisions of any financial responsibility law of any state or province which shall be applicable to **unmanned aircraft** with respect to any such liability arising out of the ownership, maintenance or use of the **unmanned aircraft** during the policy period, to the extent of the coverage and limits of liability required by such law, but in no event in excess of the Limit of Liability provided in the policy. However, for the purpose of complying with the provisions of **unmanned aircraft** financial responsibility laws of any of the several states or provinces, there shall be available and specifically reserved from the limit stated in Item 7. of the Declarations, not less than the minimum limits for **bodily injury** liability and **property damage** liability required by any such state or province to evidence compliance with such law; provided that the total limit of the **Company(ies)**' liability shall in no event exceed the limit stated in Item 7. of the Declarations.

20. REPRESENTATIONS.

This policy contains all the agreements between you and us concerning the insurance provided by this policy.

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.

Conditions**21. MISREPRESENTATION AND FRAUD.**

This entire policy shall be void if the **Insured** has concealed or misrepresented any material fact or circumstance, whether under the Declarations or otherwise, concerning this insurance or the subject thereof, or in case of any fraud, attempted fraud or false swearing by the **Insured** touching any matter relating to this insurance or the subject thereof, whether before or after the loss.

22. TWO OR MORE UNMANNED AIRCRAFT.

If two or more **unmanned aircraft** are protected under your policy, the Limits of Liability apply separately to each **unmanned aircraft**.

23. SANCTIONS AND EMBARGO CLAUSE.

Notwithstanding anything to the contrary in this policy, the following shall apply:

- A. If, by virtue of any law or regulation which is applicable to us as an insurer, at the inception of this policy or becomes applicable during the policy period, providing coverage to you is or would be unlawful because it breaches an embargo or sanction, we will provide no coverage and have no liability whatsoever nor provide any defense to you or make any payment of defense costs or provide any form of security on your behalf, to the extent that it would be in breach of such law or regulation.
- B. In circumstances where it is lawful for us to provide coverage under this policy, but the payment of a valid and otherwise collectable claim may breach an embargo or sanction, then we will take all reasonable measures to obtain the necessary authorization to make such payment.
- C. In the event of any law or regulation becoming applicable during the policy period which will restrict our ability to provide coverage as specified in paragraph A. above, then the **first Named Insured** or the **Company(ies)**, acting individually or through the Aviation Managers, shall have the right to cancel their participation in this policy in accordance with the laws and regulations applicable to the policy, provided however, that if we cancel, we will give you a minimum of thirty (30) days prior written notice. In the event of cancellation by either the **first Named Insured** or us, we shall retain the pro rata portion of the premium for the period that the policy has been in force.

Date Change Recognition Exclusion

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, occasioned by, or in consequence of (whether directly or indirectly and whether wholly or partly):

- A) Any actual or alleged failure, malfunction or inadequacy of:
- 1) Any of the following, whether belonging to any **Insured** or to others, whether or not part of any computer system or whether in the possession of the **Insured** or of any third party;
 - a) computer hardware, including microprocessors; or
 - b) computer application software; or
 - c) computer operating systems and related software; or
 - d) computer networks; or
 - e) microprocessors, computer chips, integrated circuits or other information technology equipment or systems; or
 - 2) Any other products or systems and any services, data, or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph A) 1) of this exclusion;

due to the inability to correctly recognize, process, distinguish, interpret or accept:
 - the change of year from 1999 to 2000; or
 - the change of date from August 21, 1999 to August 22, 1999; or
 - any other change of year, date or time;
- B) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify, or test for any potential or actual problems described in paragraph A) of this exclusion.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

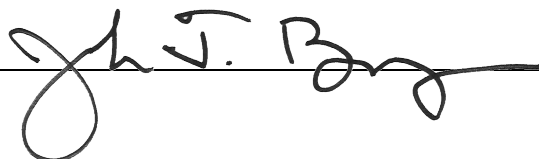
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

1
Endorsement No.

By



Date Change Recognition Exclusion Limited Write-Back ProvisionsApplicable to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**The Date Change Recognition Exclusion shall not apply to:

any sums which the **Insured** or any person or organization covered under this policy shall become legally liable to pay as damages because of accidental **bodily injury** and accidental **property damage** directly caused by an **unmanned aircraft system** covered under this policy or by any object falling from an **unmanned aircraft**.

Applicable to other Coverages:

The Date Change Recognition Exclusion shall not apply to any sums which you or any person or organization covered under your policy shall become legally liable to pay as damages because of **bodily injury** or physical injury to or destruction of tangible property resulting from a covered **occurrence**.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

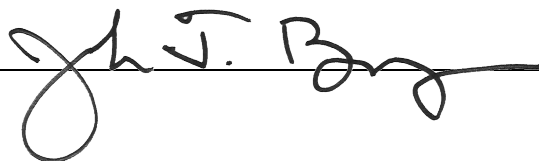
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

2
Endorsement No.

By



Noise and Pollution and Other Perils Exclusion

1. This insurance does not apply to any liability, including liability arising out of or assumed under contract, or any injury, loss or damage, including ***bodily injury***, fear of ***bodily injury***, damage or fear of damage, personal injury, advertising injury, sickness, disease, occupational disease, disability, shock, death, ***mental anguish***, mental injury, ***property damage*** or any loss, cost or expense, loss of use, or any other claim, cost or expense whatsoever, directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving:
 - a. Noise (whether audible to the human ear or not), vibration, sonic boom, and any phenomena associated with the foregoing; or
 - b. "Pollution or Contamination" of any kind whatsoever, or the exposure to "pollution or contamination", or the fear of exposure to or the effects of "pollution or contamination" or the existence of "pollution or contamination" in any place or thing or in the atmosphere, land, or any watercourse or body of water, as well as any claim or suit by or on behalf of or any direction, demand or request or any statutory or regulatory requirement, or any voluntary decision, by or on behalf of any governmental authority or other alleged responsible party, that any ***Insured*** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of pollutants or contaminants; or
 - c. Electrical or electromagnetic emission or interference of any kind whatsoever; or
 - d. Interference with the use of property.

For purposes of this Exclusion:

- i. "Pollution or Contamination" means any actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration, disposal or the mere presence of "pollutants or contaminants" in any form.
- ii. "Pollutants or Contaminants" means any pollutant, contaminant or irritant, including, without limitation, any solid, liquid, gaseous or thermal pollutant, contaminant or irritant, or any air emission, smoke, vapor, soot, fume, acid, alkali, chemical, or nuclear material alleged to be a possible or probable carcinogenic, odor, oil or other petroleum product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the ***Insured*** for human consumption), or "waste" of any kind whatsoever, including solid waste, waste water, waste oil, infectious medical waste, and human, animal or vegetable waste.

Noise and Pollution and Other Perils Exclusion

- iii. "Waste" means any waste including material to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the "Waste".
2. With respect to any provision in this policy concerning the duty of Insurers to investigate or defend claims, such provision shall not apply and Insurers shall not be required to defend claims excluded by paragraph 1.
3. This Exclusion shall not apply to any claim for **bodily injury** or physical injury to tangible property that results from a crash, fire, explosion or collision of **Aircraft** or **Unmanned Aircraft**, or results from a recorded **in flight** emergency causing abnormal aircraft operation of **Aircraft** or **Unmanned Aircraft**. For purposes of this subsection, **Aircraft** or **Unmanned Aircraft** means an **unmanned aircraft** completely assembled and capable of motion under its own power.

All other terms and conditions remain unchanged.

Page 2 of 2 Pages

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

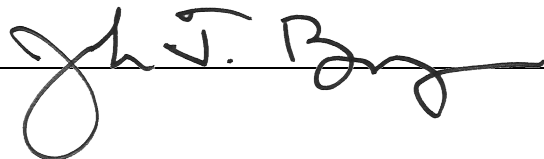
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

3
Endorsement No.

By



034-0116

(UAS)

Asbestos Exclusion

This insurance does not apply to:

1. any liability, including liability arising out of or assumed under contract, or any injury, loss or damage, including, but not limited to, fear of any injury, loss or damage, **bodily injury**, fear of **bodily injury**, personal injury, advertising injury, sickness, disease, occupational disease, disability, shock, death, **mental anguish**, mental injury, **property damage** or any loss, cost or expense, loss of use, or any other claim, cost or expense, including any costs associated with medical monitoring in connection with injury, loss or damage or fear of injury, loss or damage whatsoever directly or indirectly arising out of, resulting from, caused or occasioned by, happening through, in consequence of, or in any way involving or related to "asbestos" or the use of or exposure to "asbestos", including the failure of any product or material containing "asbestos", or the existence or presence of "asbestos" in any place or thing or in the atmosphere, land, or any watercourse or body of water; or
2. any damages or any loss, cost or expense arising out of (i) any claim or suit by or on behalf of any governmental authority or any other allegedly responsible party because of, or (ii) any request, demand, order or statutory or regulatory requirement that any **Insured** or any other person or entity should be or is responsible for:
 - (a) assessing the presence, absence, amount or effects of "asbestos"; or
 - (b) identifying, sampling, testing for, detecting, monitoring, cleaning up, containing, treating, detoxifying, neutralizing, abating, disposing of, mitigating or removing "asbestos" or any product or material containing "asbestos"; or
 - (c) responding to "asbestos" or the potential effects of "asbestos" in any way other than as described in subparagraph 2.(a) or (b) above; or
3. any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with paragraphs 1. and 2. of this Exclusion.

Insurers shall have no obligation to defend or indemnify, or to investigate claims or to share damages with or repay someone else due to or arising from, in whole or in part, any claim, action or suit against the **Insured** in connection with paragraphs 1. 2. and 3. of this Exclusion. Insurers shall also not be responsible for any costs or expenses related to or associated with any such claims, action or suit.

For purposes of this Exclusion, "asbestos" means asbestos, asbestos fibers, asbestos dust or any product or material containing "asbestos."

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

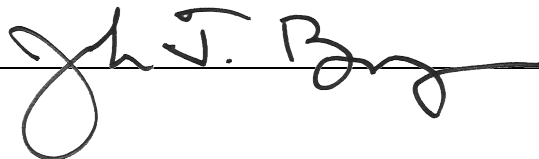
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

4
Endorsement No.

By



Nuclear Risk Exclusion Endorsement With Exceptions

1. The policy does not apply to:
 - (i) the loss or destruction of, or damage to, any property (including **aircraft** or **unmanned aircraft system**) as well as any expense or consequential damages relating to such loss or destruction of property; or
 - (ii) any legal liability or medical expense of any nature;
directly or indirectly caused 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. subparagraphs (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. Notwithstanding the exception to this exclusion set forth in paragraph 2., this policy does not cover loss of or destruction of or damage to any property or any expense or consequential damages related thereto, or legal liability of any 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 regardless of whether this policy had been issued to you.
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:

Nuclear Risk Exclusion Endorsement With Exceptions

- (i) in the case of any claim in respect to radioactive material in 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 the **Company(ies)** or by any claimant against the **Insured** arising out of such incident shall have been within three (3) 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** or **unmanned aircraft system** 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>	<u>Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm²)</u>
<u>(IAEA Health and Safety Regulations)</u>	
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels/cm ² (10 ⁻⁴ microcuries/cm ²)
All other emitters	Not exceeding 0.4 Becquerels/cm ² (10 ⁻⁵ microcuries/cm ²)

5. The coverage afforded hereby may be cancelled at any time by the **Company(ies)** giving seven (7) days notice of cancellation.

Page 2 of 2 Pages

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

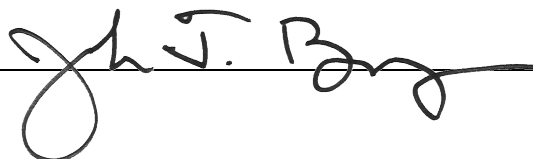
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

5
Endorsement No.

By



036-0116

(UAS)

Personal and Advertising Injury Liability

With respect to coverage provided by this endorsement and in consideration of an additional premium of \$Included, this policy is amended as follows:

1. **SECTION I - INSURING AGREEMENTS** is changed to include:

PERSONAL AND ADVERTISING INJURY LIABILITY

We will pay those sums that the **Named Insured** becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" caused by an offense arising out of the ownership, maintenance or use of the **unmanned aircraft system** described in Item 6. of the Declarations.

The **Company(ies)** shall have the right and duty to defend any suit against the **Named Insured** seeking damages on account of such "personal injury" or "advertising injury" even if any of the allegations of the suit are groundless, false or fraudulent and may make such investigation or settlement of any claim or suit as it deems expedient. However, we will have no duty to defend the **Named Insured** against any suit seeking damages for "advertising injury" or "personal injury" to which this insurance does not apply. The **Company(ies)** shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the **Company(ies)**' liability has been exhausted by payment of judgments or settlements.

The insurance afforded by this endorsement applies to:

- a. "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- b. "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the Policy Territory shown in the Declarations.

2. **SECTION V – DEFINITIONS** is changed to include:

"Advertising injury" means injury arising out of one or more of the following offenses during the policy period:

- 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;

Personal and Advertising Injury Liability

- c. misappropriation of advertising ideas or style of doing business; or
- d. infringement of copyright, title or slogan.

“Personal Injury” means injury, other than ***bodily injury***, arising out of one or more of the following offenses during the policy period:

- a. false arrest, detention or imprisonment;
- b. malicious prosecution;
- c. damage to someone’s reputation or violation of someone’s right to privacy, caused by publication or public statement;
- d. entering someone’s residence, place of business or other property, or evicting someone from their home or place of business when you had no right to do so; or
- e. discrimination against someone on racial or religious grounds, where the law permits us to cover you for this type of discrimination committed by you or at your direction.

3. **SECTION II – EXCLUSIONS** is changed to include the following exclusions:

- 6. This insurance does not apply to “personal injury” or “advertising injury”:
 - a. sustained by any person or organization shown in the Declarations as the ***Named Insured***;
 - b. arising from any publication or utterance which first occurred before the effective date of your policy;
 - c. arising from any publication or utterance made by any person or organization at their direction, knowing the publication or utterance to be false;
 - d. which does not arise directly from your ownership, maintenance or use of your ***unmanned aircraft system***;
 - e. sustained by any person arising directly or indirectly out of applying for, termination of, or related to their employment, including coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, discrimination or other employment related practices, acts or omissions, by any ***Insured***;
 - f. arising from liability assumed by any ***Insured***;
 - g. arising out of the willful violation of a penal statute or offenses committed by or with the knowledge or consent of any ***Insured***; or
 - h. arising out of an electronic chatroom or bulletin board the ***Insured*** hosts, owns, or over which the ***Insured*** exercises control.

Personal and Advertising Injury Liability

7. This insurance does not apply to “advertising injury” arising out of:
- a. breach of contract, other than misappropriation of advertising ideas under an implied contract;
 - b. the failure of goods, products or services to conform with advertised quality or performance;
 - c. the wrong description of the price of goods, products or services;
 - d. an offense committed by any **Insured** whose business is advertising, broadcasting, publishing or telecasting;
 - e. any partnership or joint venture of which the **Insured** is a partner or member and which is not designated as **Named Insured**;
 - f. infringement of trademark, service mark or trade name, other than titles slogans used in connection with goods, products or services sold, offered for sale or advertised;
 - g. incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised; or
 - h. any act committed by you with actual malice.

4. **SECTION III – LIMITS OF LIABILITY** is changed to read:

Regardless of the number of (1) **Insureds** under this policy, (2) persons or organizations who sustain “personal injury” or “advertising injury,” or (3) claims made or suits brought on account of “personal injury” or “advertising injury,” the **Company(ies)**’ liability is limited as follows:

As respects **PERSONAL AND ADVERTISING INJURY LIABILITY**, the total limit of the **Company(ies)**’ liability for all “personal injury” or “advertising injury” sustained by one or more persons or organizations as the result of any one offense shall not exceed the Limit of Liability shown in paragraph 5. below as applicable to each offense and in the annual aggregate. The Aggregate limit is the most we will pay for all offenses during your policy’s period shown in Item 2 of the Declarations.

The limits of liability of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the Policy Period stated in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the limits of liability.

Personal and Advertising Injury Liability

5. Item 7. - **Limits of Liability** shown in the Declarations is changed to include:

CoverageLimits of Liability

PERSONAL AND ADVERTISING
INJURY LIABILITY

\$

*

Each Offense and in the Aggregate
(This limit is part of and not in addition
to the Limit of Liability for Coverage
A.)

Other Insurance. If there is any other insurance against a loss covered by this endorsement, the insurance under this endorsement shall be excess insurance over any other valid and collectible insurance available to the **Insured** provided, however, that as to any insurance specifically arranged to provide excess insurance over the insurance afforded under this endorsement, this insurance shall be primary insurance.

Excess insurance is insurance which becomes effective only when all other valid and collectible insurance covering the loss has been exhausted. Other insurance includes any retained limit under any self insurance or deductible program you have established. If any other insurance covering the loss is written through the Aviation Managers, the Limit of Liability that applies under this policy will be reduced by the limit of liability under the other insurance.

Page 4 of 4 Pages

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

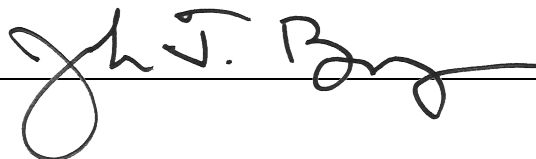
Policy Issued to: *NI

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

6
Endorsement No.

By



Additional Insured(s) / Products Exclusion

With respect to coverage provided by this endorsement and in consideration of an additional premium of \$Included, this policy is amended as follows:

1. **SECTION V – DEFINITIONS, INSURED**, is changed to include any person or organization to which the **Named Insured** has agreed to extend coverage as indicated on the AirModo app for claims of **bodily injury** or **property damage** while the insured **unmanned aircraft system** is being operated by the **Named Insured**.
2. **SECTION II – EXCLUSIONS**, paragraph 1. **Exclusions applicable to all Coverages**, is changed to include:

This policy does not apply to any **Insured** described in paragraph 1. above for claims arising out of their liability as a manufacturer, seller, handler, distributor or service facility of any product or service sold, handled, distributed or provided.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

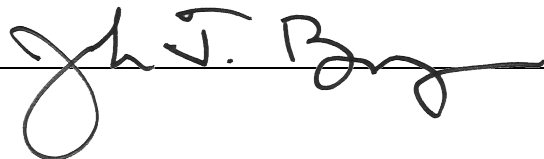
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

7
Endorsement No.

By



War, Hi-jacking and Other Perils Limited Write-Back Provisions
Aggregate Endorsement (Applicable to COVERAGE A – BODILY INJURY AND
PROPERTY DAMAGE LIABILITY)

Only with respect to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and in consideration of an additional premium of \$Included, this endorsement amends your policy as follows:

1. All sub-paragraphs other than sub-paragraph (2) of Exclusion 1.J. in **SECTION II – EXCLUSIONS** forming part of this policy are deleted, subject to all terms and conditions of this Limited Write-Back Endorsement.
2. Only with respect to the deletion of sub-paragraph (1) of Exclusion 1.J. in **SECTION II – EXCLUSIONS** by virtue of paragraph 1. above, this Limited Write-Back Endorsement shall not apply to liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of your **unmanned aircraft system**.

3. **LIMITATION OF LIABILITY**

The limit of the **Company(ies)**' liability with respect to this Limited Write-Back Endorsement is included within the Each Occurrence limit shown in Item 7.A.1. or 7.A.2. of the Declarations, as applicable, and in the annual aggregate.

In no event shall the **Company(ies)**' liability under this Limited Write-Back Endorsement exceed the limit shown in the preceding paragraph regardless of the number of (a) **Insureds**, (b) **occurrences** or events, (c) claims made or suits brought, or (d) persons or organizations making claims or bringing suits.

4. **AUTOMATIC TERMINATION**

This Limited Write-Back Endorsement shall terminate automatically under the following circumstances:

- (i) upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following: France, the People's Republic of China, the Russian Federation, the United Kingdom, or the United States of America; or
- (ii) only with respect to the deletion of sub-paragraph (1) of Exclusion 1.J. in **SECTION II – EXCLUSIONS** by virtue of paragraph 1. above, upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wherever or whenever such detonation may occur and whether or not an insured **unmanned aircraft system** may be involved; or
- (iii) upon the requisitioning of any insured **unmanned aircraft system** for title or use.

However, if an insured **unmanned aircraft** is **in flight** when (i), (ii) or (iii) above occurs, then this Limited Write-Back Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such **unmanned aircraft** until completion of its first landing.

War, Hi-jacking and Other Perils Limited Write-Back Provisions
Aggregate Endorsement (Applicable to COVERAGE A – BODILY INJURY
AND PROPERTY DAMAGE LIABILITY)

5. REVIEW AND CANCELLATION

- (a) Review of Premium and/or Geographical limits (7 days notice)

The **Company(ies)** may give notice to review premium and/or geographical limits; such notice shall be effective on the expiration of seven (7) days from 12:01 A.M., Standard Time on the day on which notice is given.

- (b) Limited Cancellation (48 hours notice)

Following a hostile detonation as specified in paragraph 4. (ii) above, the **Company(ies)** may give notice of cancellation of one or more parts of this Limited Write-Back Endorsement provided in paragraph 1. above; such notice shall be effective on the expiration of forty-eight (48) hours from 12:01 A.M., Standard Time on the day on which notice is given.

- (c) Cancellation (7 days notice)

This Limited Write-Back Endorsement may be cancelled by either the **Company(ies)** or the **first Named Insured** giving notice to become effective on the expiration of seven (7) days from 12:01 A.M., Standard Time on the day on which such notice is given.

- (d) Notices

All notices referred to herein shall be in writing.

Page 2 of 2 Pages

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

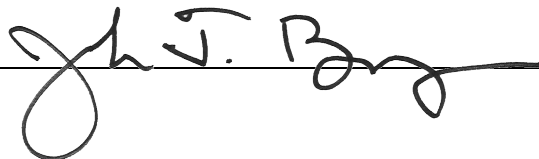
Policy Issued to: *NI

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

8
Endorsement No.

By



AirModo(A) 018-1016

(UAS)

Terrorism Risk Insurance Act, as amended
Named Insured Disclosure
NOTICE OF TERRORISM INSURANCE COVERAGE

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT AS AMENDED. THIS ENDORSEMENT IS A DISCLOSURE AND DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THIS POLICY.

Notice of Terrorism Insurance Act Coverage

You are hereby notified that, under the Terrorism Risk Insurance Act, as amended (the Act), you have a right to purchase insurance coverage from us for losses resulting from Acts of Terrorism **as defined in Section 102(1) of the Act.**

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 human life, property, or infrastructure;
- (iii) To have resulted in damage within the United States, or outside the United States in the case of an air carrier (as defined by section 40102(a)(2) of Title 49 of the United States Code as "a citizen of the United States undertaking by any means, directly or indirectly, to provide air transportation") or a U.S. registered or U.S. flag vessel or 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT TO YOUR INSURER UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER YOUR POLICY MAY CONTAIN CERTAIN 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 ON JANUARY 1, 2018; 81% BEGINNING ON 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. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT AS AMENDED CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. 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, YOUR COVERAGE MAY BE REDUCED.

Terrorism Risk Insurance Act, as amended
Named Insured Disclosure
NOTICE OF TERRORISM INSURANCE COVERAGE

If you elect to purchase coverage under the Act, your premium and related terms will be stated on a separate endorsement attached to this policy. Depending upon what you have purchased, the terms of your coverage may appear on the following endorsement:

Certified Terrorism Loss Coverage (Applicable to COVERAGE A – BODILY INJURY AND
PROPERTY DAMAGE LIABILITY)

Please contact the Aviation Managers if you have any questions.

Page 2 of 2 Pages

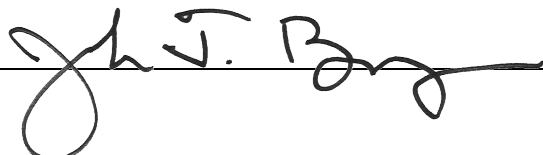
This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

9
Endorsement No.

By 

Certified Terrorism Loss Coverage
(Applicable to COVERAGE A – BODILY INJURY
AND PROPERTY DAMAGE LIABILITY)

With respect to coverage provided by this endorsement and in consideration of an additional premium of \$Included, this policy is amended as follows

1. This policy is amended to provide coverage for losses resulting from an “act of terrorism” as defined in Section 102(1) of the Terrorism Risk Insurance Act, as amended in 2015 (the Act). Coverage provided hereunder shall be in compliance with and only to the extent required by the Act. The term “act of terrorism,” herein, 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 to be an act of terrorism.
2. The portion of your annual premium that is attributable to Coverage for certified acts of terrorism does not include any charges for the portion of loss that may be covered by the United States Government under the Act.
3. The limit of the **Company(ies)**’ liability with respect of this Certified Terrorism Loss Coverage is included within the Each Occurrence limit shown in Item 7.A.1. of the Declarations for the insured **unmanned aircraft system**.
4. With respect to a certified “act of terrorism” loss:
 - a. The **War, Hi-jacking and Other Perils Limited Write-Back Provisions Aggregate Endorsement (Applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY)** is changed as follows:
 - i. Paragraph 3. LIMITATION OF LIABILITY is changed to read:

The limit of the **Company(ies)**’ liability with respect to this Limited Write-Back Endorsement is included within the Each Occurrence limit shown in Item 7.A.1. of the Declarations.

In no event shall the **Company(ies)**’ liability under this Limited Write-Back Endorsement exceed the limit shown in the preceding paragraph regardless of the number of (a) **Insureds**, (b) **occurrences** or events, (c) claims made or suits brought, or (d) persons or organizations making claims or bringing suits.
 - ii. Paragraph 4. AUTOMATIC TERMINATION and Paragraph 5. REVIEW AND CANCELLATION are deleted in their entirety.
 - b. The coverage provided by this endorsement shall only apply to those **unmanned aircraft systems** described in Item 6. of the Declarations.

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured’s** address.

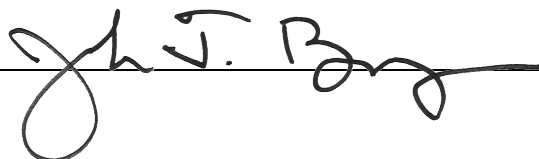
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

10
Endorsement No.

By



048-0816

(UAS)

Non-Owned Unmanned Aircraft System Liability and Medical Coverage

With respect to coverage provided by this endorsement and in consideration of an additional premium of \$Included, this policy is amended as follows:

1. **SECTION I – INSURING AGREEMENTS**, paragraph 1. **A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is changed to include:

We will pay those sums that the **Insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** arising out of your use of an **unmanned aircraft system** not owned in whole or part by, registered to, or leased for seven (7) days or more to the **Named Insured**.

2. **SECTION V – DEFINITIONS, INSURED**, is changed to read:

***NI**

“Insured” also includes any employees of the above organization(s) while they are using a non-owned **unmanned aircraft system** in their professional capacity for your business. This insurance shall not apply to any person who is using an **unmanned aircraft system** they partly or wholly own or that is registered in their name or the name of any household member or which is leased exclusively to them for more than seven (7) days.

3. Item 4. **Purpose of Use**, as shown in the Declarations, is changed to read: This policy shall apply to **Commercial use**.
4. Item 5. **Pilots**, as shown in the Declarations, is changed to read: The non-owned **unmanned aircraft system** will always be operated by any **pilot** properly certificated for the flight involved.
5. **SECTION II – EXCLUSIONS**, paragraph 2. **Exclusions applicable to COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY - Unmanned Aircraft System Liability Hazard**, is changed to include the following:

This insurance does not apply to:

- A. claims arising out of the use of any non-owned **unmanned aircraft system** product you manufacture, sell, handle or distribute. However, this will not apply to the non-owned **unmanned aircraft system** you are using;
- B. claims arising out of the use of any non-owned **unmanned aircraft system** which is operated or piloted by anyone other than the **pilots** described in paragraph 4. of this endorsement;

Non-Owned Unmanned Aircraft System Liability and Medical Coverage

6. This endorsement applies to the non-owned **unmanned aircraft system** described in the schedule below:

Non-Owned Unmanned Aircraft System Schedule

Any non-owned **unmanned aircraft system** you use in your business in which the **unmanned aircraft**, inclusive of any attached **payload** or **cargo**, weighs less than fifty five (55) pounds, provided it is not owned by, registered to, or leased for more than seven (7) days exclusively to the **Insured**.

7. Item 7. **Limits of Liability applicable to Coverage A and B**, as shown in the Declarations, is changed to read:

Coverage	Limits of Liability
A. COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY	
1. Non-Owned Unmanned Aircraft System Liability	\$As selected in the AirModo app. Each Occurrence
2. Aviation Premises Liability Hazard	\$As selected in the AirModo app. Each Occurrence (This limit is part of and not in addition to the Limit of Liability for Coverage A.1.)
B. COVERAGE B – MEDICAL PAYMENTS	\$As described in the AirModo app. Each Person

8. Paragraph 1. Section I - INSURING AGREEMENTS of your “**Personal and Advertising Injury Liability**” endorsement is extended to include non-owned **unmanned aircraft system** described in the schedule above and Item 7. **Limits of Liability**, as shown in the Declarations, is changed to include:

Coverage	Limits of Liability
PERSONAL AND ADVERTISING INJURY LIABILITY	\$As selected in the AirModo app. Each Offense and in the Aggregate (This limit is part of and not in addition to the Limit of Liability for Coverage A.)

Non-Owned Unmanned Aircraft System Liability and Medical Coverage

Other Insurance. If there is any other insurance against a loss covered by this endorsement, the insurance under this endorsement shall be excess insurance over any other valid and collectible insurance available to the **Insured** provided, however, that as to any insurance specifically arranged to provide excess insurance over the insurance afforded under this endorsement, this insurance shall be primary insurance.

Excess insurance is insurance which becomes effective only when all other valid and collectible insurance covering the loss has been exhausted. Other insurance includes any retained limit under any self insurance or deductible program you have established. If any other insurance covering the loss is written through the Aviation Managers, the Limits of Liability that apply under this policy will be reduced by the limits of liability under the other insurance.

Page 3 of 3 Pages

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

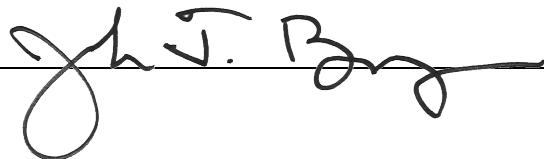
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

11
Endorsement No.

By



AirModo (A) 021-1215

(UAS)

Performance Vector Unmanned Safety Program

This endorsement makes available certain safety training and safety program support services offered under the USAIG Performance Vector Unmanned Safety Initiative at no additional premium charge to you as a qualified USAIG insured operator.

Training and service providers may require you to execute a separate service agreement or application.

Further information about this policy benefit can be found at www.USAIG.com (click on "Safety" and select "Performance Vector Unmanned").

This endorsement does not change any of your coverage except as stated above. It is effective on the date and hour shown below, local Standard Time at the **first Named Insured's** address.

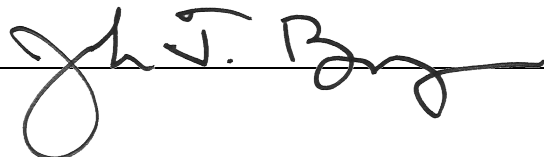
Policy Issued to: ***NI**

*eff 12:01 A.M.
Date and Hour Endorsement Effective

Approved: **United States Aviation Underwriters, Incorporated**
Aviation Managers

12
Endorsement No.

By



049-0816

(UAS)