



AIRPORT LIABILITY

GROUP INSURANCE POLICY

JULY 1, 2015 - JULY 1, 2016

Provided by MIRMA
3002 Falling Leaf Court
Columbia, MO 65201



Berkley Aviation

(a W.R. Berkley Company)

Underwriting Offices

Santa Barbara

1101 Anacapa Street, Suite 200
Santa Barbara, CA 93101

Boston

99 Summer Street, Suite 1800
Boston, MA 02110

Atlanta

2 Ravinia Drive, Suite 1050
Atlanta, GA 30346

Claims Reporting

805-898-7640
www.berkleyaviation.com



PRODUCER:
Lockton Companies LLC (Denver)
8110 East Union
Suite 700
Denver, CO 80237

a W. R. Berkley Company - A Stock Company

Domicile Office: Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801

Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830

Underwriting Office: 1101 Anacapa Street, Suite 200, Santa Barbara, CA 93101 Telephone: 805-898-7640

AIRPORT OWNERS AND OPERATORS LIABILITY

Policy Number: BA-15-07-00008

Renewal of Number: BA-14-07-00005

Item 1 - Named Insured and Mailing Address:

Named Insured: Missouri Intergovernmental Risk Management Association (MIRMA)
Mailing Address: 3002 Falling Leaf Ct.
City, State Zip: Columbia, MO 65201

Item 2 - Policy Period: From: July 1, 2015 To: July 1, 2016
At 12:01 AM Standard Time at the Named Insured's Mailing Address Shown Above

Item 3 - Coverages and Limits of Insurance: Coverage applies only when a limit is shown below.

Coverage:	Description:	Limit of Insurance:	
Coverage A	Bodily Injury and Property Damage Each Occurrence Limit	\$	2,000,000
	Products-Completed Operations Aggregate Limit	\$	2,000,000
	Malpractice Aggregate Limit	\$	2,000,000
	Fire Damage Limit (any one fire)	\$	50,000
Coverage B	Personal and Advertising Injury Aggregate Limit	\$	2,000,000
Coverage C	Medical Expense Limit (any one Person)	\$	5,000
Coverage D	Hangarkeeper's Liability Coverages		
	Each Aircraft Limit	\$	2,000,000
	Each Loss Limit	\$	2,000,000
	Deductible (each aircraft)	\$	Nil
Coverage E	Non-Owned Aircraft Liability	\$	2,000,000
Deductible	Each Occurrence or Offense Amount	\$	N/A
Deductible	Aggregate Amount	\$	N/A

Item 4 - Location of aviation premises owned, rented to, or occupied by the **Named Insured** at the beginning of the Policy Period: Those Premises as endorsed and any other Premises Necessary and Incidental to the **Airport Operations** of the Named **Insured**.

Item 5 - Coverage Territory: Worldwide

Item 6 - Uses: Operations necessary and incidental to the **Airport Operations** of the **Named Insured**.

Item 7 - Policy Premium: Premium: \$ 50,250

Taxes: \$ N/A


Total Premium due at Inception: \$ 50,250

Item 8 - Policy Forms and Endorsements Attached to this Policy at Inception date:


Number and Edition Date:	Description:
As Endorsed	


Countersigned: _____
Authorized Representative

Date: _____

Approved: 
Berkley Aviation (a W. R. Berkley Company)
1101 Anacapa Street, Suite 200
Santa Barbara, CA 93101

Date Issued: July 17, 2015


Secretary


President

AIRPORT LIABILITY POLICY

POLICY PROVISIONS

This policy contains restrictions that limit coverage please read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. **We** will pay those sums that the **Insured** becomes legally obligated to pay as damages because of **Bodily injury** or **Property damage** to which this insurance applies. **We** will have 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 LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage A.

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 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. **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** resulting from the use of reasonable force to protect persons or property.

- 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**;
- (2) An **Auto** or watercraft while not on the **Airport** if responding to an aviation emergency; or
- (3) Liability assumed under any **Insured contract** for the ownership, maintenance or **Use** of watercraft.

g. **Mobile Equipment**

Bodily injury or **Property damage** arising out of:

- (1) The transportation of **Mobile equipment** by an **Auto** owned or operated by or rented or loaned to the **Insured**; or
- (2) The use of **Mobile equipment** in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

h. **Airshow, Contest or Exhibition**

Bodily injury or **Property damage** arising out of:

- (1) The conduct of any **Airshow**, contest or exhibition permitted, sponsored or participated in by any **Insured**; or
- (2) The ownership maintenance or use of grandstands, bleachers or observation platforms.

Paragraph (1) of this exclusion does not apply to static displays.

Paragraph (2) of this exclusion does not apply to observation decks or promenades that are part of a permanent structure on the **Airport**.

i. **Swimming Pools or Lodging Accommodation**

Bodily injury or **Property damage** arising out of the ownership, maintenance or use of:

- (1) Swimming pools; or
- (2) Lodging accommodation for the general public.

j. **Control Tower**

Bodily injury or **Property damage** arising out of the operations of a control tower by any **Insured**.

k. **Damage to Property**

Property damage to:

- (1) Property **You** own, rent or occupy;
- (2) Premises **You** sell, give away or abandon, if the **Property damage** arises out of any part of those premises;
- (3) Property loaned or leased to **You**;
- (4) Personal property, other than **Aircraft**, in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which **You** or any contractors or subcontractors working directly or indirectly on **Your** behalf are performing operations, if the **Property damage** arises out of those operations;
- (6) That particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it; or
- (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**.

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**.

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**;

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through o. do not apply to damage by fire to premises rented to **You**. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION IV).

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. **We** will pay those sums that **You** become legally obligated to pay as damages because of **Personal** or **Advertising injury** to which this insurance applies. **We** will have the right and duty to defend any **Suit** seeking those damages. **We** may at **Our** discretion investigate any offense 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 LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage B.

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:
 - (1) **Personal injury** caused by an offense excluding advertising, publishing, broadcasting or telecasting done by or for **You**;
 - (2) **Advertising injury** caused by an offense committed in the course of advertising **Your** goods, products or services;

but only if:

 - (1) The offense was committed or alleged to have been committed unintentionally by **You** or any of **Your** employees while engaged in their employment by **You**; and
 - (2) The offense was committed or alleged to have been committed in the **Coverage territory** during the policy period and arises out of **Your Airport operations**

2. Exclusions

This insurance does not apply to:

- a. **Personal** or **Advertising injury**:
 - (1) Arising out of any oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
 - (2) Arising out of any oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**;
 - (4) For which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement; or
 - (5) Arising out of the conduct of any **Airshow**, 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 payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the **Products Completed Operations**.
- g. Excluded under Coverage A.

COVERAGE D. HANGARKEEPERS LIABILITY

1. Insuring Agreement

- a. **We** will pay those sums that the **Insured** becomes legally obligated to pay as damages because of physical injury to **Aircraft** to which this insurance applies. **We** will have 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 LIMITS OF INSURANCE in the payment of judgments or settlements under Coverage D.

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 physical injury only if:
- (1) The **Aircraft** is in **Your** care, custody or control or while the **Aircraft** is being serviced, handled or repaired by **You**; and
 - (2) The physical injury to **Aircraft** is caused by an **Occurrence** that takes place on the premises of the **Airport**; and

- (3) The physical injury to **Aircraft** occurs during the policy period.
- c. Damages because of physical injury include damages claimed for all resultant loss of use of such aircraft.

2. Exclusions

This insurance does not apply to:

- a. Physical injury to **Aircraft You** own.
- b. Physical injury to **Aircraft You** rent, lease or which are on loan to **You**.
- c. Physical injury to **Aircraft** while **In flight**.
- d. Physical injury to **Aircraft** 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 that the **Insured** would have in the absence of the contract or agreement.

COVERAGE E. NON-OWNED AIRCRAFT LIABILITY

1. Insuring Agreement

- a. **We** will pay those sums that the **Insured** becomes legally obligated to pay as damages because of **Bodily injury** or **Property damage** to which this insurance applies. **We** will have 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.
- e. **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. **Bodily injury** or **Property damage** included in the "products-completed operations" hazard.
- g. **Bodily injury** or **Property damage** arising out of **Your** use of any aircraft or its use on **Your** behalf, if the aircraft is operated **In flight** by a pilot who is not properly certificated and rated by the F.A.A. for the flight involved.
 This exclusion does not apply if the aircraft so operated is without **Your** knowledge or consent.
- h. **Property damage** to:
 - (1) Property **You** own, rent or occupy;
 - (2) Property loaned or leased to **You**;
 - (3) Personal property in the care, custody or control of the **Insured**.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E

We will pay, with respect to any claim or **Suit We** defend:

- 1. All expenses **We** incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the **Use** of any vehicle to which the Bodily Injury Liability Coverage applies. **We** do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable LIMITS OF INSURANCE (SECTION IV). **We** do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the **Insured** at **Our** request to assist **Us** in the investigation or defense of the claim or **Suit**, including actual loss of earnings up to \$100 a day because of time off from work.
- 5. All costs taxed against the **Insured** in the **Suit**.
- 6. Prejudgment interest awarded against the **Insured** on that part of the judgment **We** pay. If **We** make an offer to pay the applicable LIMITS OF INSURANCE, **We** will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before **We** have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable LIMITS OF INSURANCE.

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.

1. Noise and pollution and other perils

- a. This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
 - (1) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,

- (2) pollution and contamination of any kind whatsoever,
 - (3) electrical and electromagnetic interference,
 - (4) interference with the **Use** of property;
- unless caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal **aircraft** operation.
- b. 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:
 - (1) claims excluded by Paragraph 1; or
 - (2) a claim or claims covered by the policy when combined with any claims excluded by Paragraph 1 (referred to below as "Combined Claims").
 - c. 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:
 - (1) damages awarded against any **Insured**; and
 - (2) defense fees and expenses incurred by any **Insured**.
 - d. We will not pay for loss or damage caused by any of the excluded events described in paragraph (a) above. Loss or damage will be considered to have been caused by an excluded event if the occurrence of that event:
 - (1) Directly and solely results in loss or damage; or
 - (2) Initiates a sequence of events that results in loss or damage, regardless of the nature of any intermediate or final event in that sequence.
 - e. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

2. 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.
- f. 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.
- g. Hi-jacking or any unlawful seizure or wrongful exercise of control of the aircraft or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the aircraft acting without the consent of the **Insured**.

Furthermore this policy does not cover claims arising while the aircraft is outside the control of the **Insured** by reason of any of the above perils.

The aircraft shall be deemed to have been restored to the control of the **Insured** on the safe return of the aircraft to the **Insured** at an airfield not excluded by the **Coverage territory** of this policy, and entirely suitable for the operation of the aircraft (such safe return shall require that the aircraft be parked with engines shut down and under no duress).

3. Radioactive Contamination

- a. This policy does not cover:

- (1) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom
 - (2) any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.
- b. Loss, destruction, damage, expense or legal liability which, but for the provisions of paragraph 1. of this exclusion, would be covered by this policy, and is directly or indirectly caused or contributed to by or arises from ionizing radiations or contamination by radioactivity from any radioactive materials in course of carriage as cargo under International Air Transport Association Regulations, shall (subject to all other provisions of this policy) be covered, provided that:
- (1) it shall be a condition precedent to **Our** liability that the carriage of any radioactive material shall in all respects comply with the current regulations issued by the International Air Transport Association relating to the carriage of restricted articles by air;
 - (2) this policy shall only apply to any claim made against the **Insured** arising out of any accident or incident occurring during the period of this insurance and any such claim made by the **Insured** against **Us** or by any claimant against the **Insured** shall have been made within three years after the date of the occurrence giving rise to the claim;
 - (3) the cover afforded by this paragraph 2. may be cancelled at any time by **Us** giving seven days notice of cancellation.

4. Nuclear Energy Liability Exclusion Clause

This insurance does not apply to:

a. **Bodily injury or property damage:**

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the **hazardous properties of nuclear material** and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Expenses incurred under Medical Payments coverage with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of operation of a **nuclear facility** by any person or organization.

c. **Bodily injury or property damage** resulting from the **hazardous properties of nuclear material**, if:

- (1) The **nuclear material** (i) is at any **nuclear facility** owned by, or operated by or on behalf of, and insured or (ii) has been discharged or dispersed therefrom;
- (2) The **nuclear material** is contained in **spent fuel** or **waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) The **bodily injury or property damage** arises out of the furnishing by an insured of services, materials, parts or

equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to **property damage** to such **nuclear facility** and any property thereat.

As used in **COMMON POLICY EXCLUSION 3. Nuclear Energy Liability:**

Hazardous properties includes radioactive, toxic or explosive properties;

Nuclear material means **source material**, **special nuclear material** or **by-product material**;

Source material, **special nuclear material**, and **by-product material** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**;

Waste means solely with respect to this exclusion 3., any waste material

- (i) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content, and
- (ii) resulting from the operation by any person or organization of any **nuclear facility** included under the first two paragraphs of the definition of **nuclear facility**.

Nuclear facility means:

- a. Any **nuclear reactor**;
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing **spent fuel**, or (3) handling, processing or packaging **waste**;
- c. Any equipment or device used for the processing, fabricating or alloying of **special nuclear material** if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Property damage includes all forms of radioactive contamination of property

5. Absolute Asbestos Exclusion Clause

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

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

whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.

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

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs a., or b. hereof.

6. Special Airport Provisions Exclusion Clause

This insurance does not apply:

- a. To the conduct of any contest, exhibition, air meet, air race, air show, permitted, sponsored or participated in, by any insured; or
- b. To the ownership, maintenance, use of operation, by any insured of;
 - (1) Grandstands, bleachers or observation platforms other than observation decks or promenades which are part of permanent structures on the premises;
 - (2) Swimming pools;
 - (3) Lodging accommodations for the general public; or
 - (4) Schools other than pilot training schools.
- c. With respect to restaurants operated by you or by others trading under your name, to **bodily injury** or **property damage** arising out of
 - (1) Your **products**; or
 - (2) Reliance upon a representation or warranty made with respect thereto if the **bodily injury** or **property damage** occurs after physical possession of such products has been relinquished to others.
- d. To that portion of any **loss** arising out of the ownership, maintenance or use of **aircraft** or **autos** with respect to which the insured has other valid and collectible insurance, whether primary or excess.

SECTION III - WHO IS AN INSURED

- 1. If **You** are designated in the Declarations as:
 - a. An individual, **You** and **Your** spouse are **Insureds**, but only with respect to **Your Airport operations**.
 - b. A partnership or joint venture, **You** are an **Insured**. **Your** members, **Your** partners, and their spouses are also **Insureds**, but only with respect to **Your Airport operations**.
 - c. A public corporation, **You** are an **Insured**. **Your** elective or appointive officers or members of any board or commission or agency of **Yours** are also **Insureds**, but only with respect to **Your 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 and volunteers, 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 **Occurrence** 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 **Occurrence**, 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 **Occurrence** 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.

SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLES

1. LIMITS OF INSURANCE

- a. The LIMITS OF INSURANCE (SECTION IV) shown in the Declarations and the rules below fix the most **We** will pay regardless of the number of:
 - (1) **Insureds**;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. The Products-Completed Operations Aggregate Limit is the most **We** will pay under Coverage A for all damages because of **Bodily injury** and **Property damage** included in the **Products Completed Operations**.
- c. The Personal and Advertising Injury Aggregate Limit is the most **We** will pay under Coverage B for the sum of all damages because of **Occurrence** and **Advertising injury**.
- d. The Malpractice Aggregate Limit is the most **We** will pay under Coverage A for all damages because of **Malpractice**.

- e. Subject to 2, 3 or 4 above, whichever applies, the Each Occurrence Limit is the most **We** will pay for the sum of:
 - (1) Damages because of all **Bodily injury** and **Property damage** under Coverages A and E; and
 - (2) Medical expenses under Coverage C; and
 - (3) Damages because of physical injury to **Aircraft** under Coverage D. arising out of one **Occurrence**; and
 - (4) Damages because of all **Occurrence** and **Advertising injury** under Coverage B. arising out of one offense.
- f. 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** arising out of any one fire.
- g. Subject to 5. above, the Medical Expense Limit is the most **We** will pay under Coverage C for all medical expenses because of **Bodily injury** sustained by any one person.
- h. Subject to 5. above, the Hangarkeepers Limit Any One Aircraft is the most **We** will pay under Coverage D for damages because of physical injury sustained by any one **Aircraft** and the Hangarkeepers Limit Any One Occurrence is the most **We** will pay under Coverage D for physical injury sustained by all **Aircraft** in any one **Occurrence**.

The limits 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 part of the last preceding period for purposes of determining the Limits of Insurance.

2. DEDUCTIBLES

- a. **Our** obligation to pay:
 - (1) Damages because of **Bodily injury** and **Property damage** under Coverages A and E; and
 - (2) Medical expenses under Coverage C; and
 - (3) Damages because of physical injury to **Aircraft** under Coverage D arising out of one occurrence; and
 - (4) Damages because of **Occurrence** 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.
- b. 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.
- c. 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 suit apply irrespective of the application of the deductible amount.
- d. **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** immediately 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:
 - (1) Immediately record the specifics of the claim or **Suit** and the date received; and
 - (2) Notify **Us** as soon as practicable.

You must see to it that **We** receive written notice of the claim or **Suit** as soon as practicable.
- c. **You** and any other involved **Insured** must:
 - (1) Immediately send **Us** copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
 - (2) Authorize **Us** to obtain records and other information;
 - (3) Fully cooperate with **Us** in the investigation, settlement or defense of the claim or **Suit**; and
 - (4) Assist **Us**, upon **Our** request, in the enforcement of any right against any person or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply.
- d. No **Insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without **Our** consent.

3. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join **Us** as a party or otherwise bring **Us** into a **Suit** asking for damages from an **Insured**; or
- b. To sue **Us** on this policy unless all of its terms have been fully complied with.

A person or organization may sue **Us** to recover on an agreed settlement or on a final judgment against an **Insured** obtained after an actual trial; but **We** will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable LIMITS OF INSURANCE (SECTION IV). An agreed settlement means a settlement and release of liability signed by **Us**, the **Insured** and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the **Insured** for a loss **We** cover under Coverage A, B, D or E of this policy, **Our** obligations are limited as follows:

- a. **Primary Insurance**
This insurance is primary except when b. below applies. If this insurance is primary, **Our** obligations are not affected unless any of the other insurance is also primary. Then, **We** will share with all that other insurance by the method described in c. below.
- b. **Excess Insurance**
This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **Your Work**;
 - (2) That is Fire insurance for premises rented to **You**; or
 - (3) If the loss arises out of the maintenance or **Use** of "autos" or watercraft to the extent not subject to Exclusion f. of Coverage A (Section I).

(4) That is Aircraft Liability insurance on any aircraft to which Coverage E (Section I) applies. 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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the **Insured** has rights to recover all or part of any payment **We** have made under this Policy, those rights are transferred to **Us**. The **Insured** must do nothing after loss to impair them. At **Our** request, the **Insured** will bring **Suit** or transfer those rights to **Us** and help **Us** enforce them.

9. 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. This policy's terms can be amended or waived only by endorsement issued by **Us** and made a part of this policy.

10. Examination of Your books and records

We may examine and audit **Your** books and records as they relate to this policy at any time during the policy period and up to three years afterward.

11. Inspections and surveys

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give **You** reports on the conditions **We** find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. **We** do not make safety inspections. **We** do not undertake to perform the duty of any person or

organization to provide for the health or safety of workers or the public. And **We** do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to **Us**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

12. Premiums and deductibles

The first Named **Insured** shown in the Declarations:

1. Is responsible for the payment of all premiums and deductibles; and
2. Will be the payee for any return premiums **We** pay.

13. Transfer of Your rights and duties under this policy

Your rights and duties under this policy may not be transferred without **Our** written consent except in the case of death of an individual named **Insured** as directed below:

If **You** die, **Your** rights and duties will be transferred to **Your** legal representative but only while acting within the scope of duties as **Your** legal representative. Until **Your** legal representative is appointed, anyone having proper temporary custody of **Your** property will have **Your** rights and duties but only with respect to that property.

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** mean 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 semi-trailer 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
 - b. **Your** fulfilling the terms of the contract or agreement.
9. **In flight** means:
 - a. With respect to a fixed wing aircraft, from the time the aircraft moves forward in attempting to take off until the aircraft has completed its landing run.
 - b. With respect to a rotorcraft, while its rotors are in motion as a result of engine power or autorotation.
10. **Insured** means
 - a. any person or organization qualifying as such under WHO IS AN **INSURED** (SECTION III).
11. **Insured contract** means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to **Your** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **You** assume the tort liability of another party to pay for **Bodily injury** or **Property damage** to a

third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An **Insured contract** does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for **Bodily injury** or **Property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and effecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those listed in b. above and supervisory, inspection or engineering services; or
- d. That indemnifies any person or organization for damage by fire to premises rented or loaned to **You**.

12. Loading or unloading means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
- b. While it is in or on an aircraft, watercraft or **Auto**; or
- c. While it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered; 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**.

13. 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.

14. 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.

15. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

16. **Personal injury** means injury, other than **Bodily injury**, arising out of one or more of the following offenses:

- a. Mistaken arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. 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;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. Unintentional discrimination;
- g. Misdirection of a passenger by an **Insured** to the wrong aircraft, automobile or other connecting transportation; or

The offenses described in paragraph f. of this definition do not include personal injury arising out of the employment, past employment or future employment of a person by any **Insured**.

17. a. **Products Completed Operations** includes all **Bodily injury** and **Property damage** occurring away from premises **You** own or rent and arising out of **Your product** or **Your Work** except:

- (1) Products that are still in **Your** physical possession; or
- (2) Work that has not yet been completed or abandoned.

b. **Your Work** will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in **Your** contract has been completed.
- (2) When all of the work to be done at the site has been completed if **Your** contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended **Use** by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

c. This hazard does not include **Bodily injury** or **Property damage** arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the **Loading or unloading** of it;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- (3) Products or operations for which the classification in this policy or in **Our** manual of rules includes products or completed operations.

18. **Property damage** means:

- a. Physical injury to tangible property, 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 tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the **Occurrence** that caused it.

19. **Suit** means a civil proceeding in which damages because of **Bodily injury**, **Property damage**, **Personal** 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.

20. We, Us, and Our means:

- a. StarNet Insurance Company

21. 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.

22. You and Your means:

- a. the Named **Insured** shown in the Declarations; and
- b. any other person or organization qualifying as a Named **Insured** under this policy

23. 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.

STARNET INSURANCE COMPANY – PRIVACY NOTICE

StarNet Insurance Company (the “Company”), a member company of the W. R. Berkley Corporation (“Berkley”) group of companies and each other member of the Berkley group of companies (“Affiliates”) understands our customers’ concern about privacy of their information collected by the Company. Our Company is dedicated to protecting the confidentiality and security of nonpublic personal information we collect about our customers in accordance with applicable laws and regulations. This notice refers to the Company by using the terms “us,” “we,” or “our.” The law requires that we send you a notice describing our privacy policy and how we treat the nonpublic personal information about our customers that we receive in connection with our business (Information”).

Why We Collect and How We Use Information:

We collect and use Information for business purposes with respect to our insurance products and services and other business relations involving our customers. We gather this Information to evaluate your request for insurance, to evaluate your insurance claims, to administer, maintain or review your insurance policy, and to process your insurance transactions. We also accumulate certain information about you as may be required or permitted by law.

Your insurance agent or broker also collects this Information and may use it to help with your overall insurance program or to market additional products and services to you. We may also use Information to offer you other products or services that we or our Affiliates provide.

How We Collect Information:

Most Information collected by us is provided by you or your insurance agent or broker to us. We obtain Information from (i) applications or other forms submitted by you, your insurance agent or broker or your authorized representatives to us and our Affiliates, and (ii) your transactions with us or our Affiliates. We may also obtain Information from other sources such as (i) consumer reporting agencies, (ii) other institutions or information services providers, (iii) employers, (iv) other insurers, or (v) your family members.

Information We Disclose:

We disclose any Information which we believe is necessary to conduct our business as permitted by applicable law or where required by applicable law. This disclosure may include (i) Information we receive from you on applications or other forms provided to us and our Affiliates, such as names, addresses, social security numbers, assets, employer information, salaries, etc. (ii) Information about your transactions with us and our Affiliates, such as policy coverages, premiums, payment history, etc., and (iii) Information we receive from a consumer reporting agency, such as credit worthiness and credit history.

To Whom We Disclose Information:

We may, as permitted or required by applicable law, disclose your Information to nonaffiliated third parties, such as (i) your insurance agent or broker, (ii) independent claims adjusters, (iii) insurance support organizations, (iv) processing companies, (v) actuarial organizations, (vi) law firms, (vii) other insurance companies involved in an insurance transaction with you, (viii) law enforcement, regulatory, or governmental agencies, (ix) courts or parties therein pursuant to a subpoena or court order, (x) businesses with whom we have a marketing agreement, or (xi) our Affiliates.

We may share Information with our Affiliates so that they may offer you products and services from the Berkley group of companies or to analyze our book of business and to consolidate necessary information. We do not disclose Information to other companies or organizations not affiliated with us for the purpose of using Information to sell their products or services to you. For example, we do not sell your name to unaffiliated mail order or direct marketing companies.

How We Protect Information:

We require our employees to protect the confidentiality of Information as required by applicable law. Access to Information by our employees is limited to administering, offering, servicing, processing or maintaining of our products and services. We also maintain physical, electronic and procedural safeguards designed to protect Information. When we share or provide Information to other persons or organizations, we contractually obligate them, if required by law, to treat Information as confidential and conform to our privacy policy and applicable laws and regulations.

Correction and Access to Information:

Upon our receipt of your written request to us at StarNet Insurance Company, 475 Steamboat Road, Greenwich, Connecticut 06836-2519 we will generally make Information available for your review. If you believe the Information we have about you is incorrect or inaccurate, you may request that we make any necessary corrections, additions or deletions. If we agree with your belief, we will correct our records if required by applicable law. If we do not agree, you may submit to us a short statement of dispute, which we will include in any future disclosure by us of such Information if required by applicable law.

Requirements for Privacy Notice:

This privacy notice is being provided due to recently enacted federal and state laws and regulations establishing new privacy standards and requires us to provide this privacy policy. For additional information regarding our privacy policy, please write to us at 475 Steamboat Road, Greenwich, Connecticut 06830

Dated: May 2003

This endorsement changes the policy please review carefully

MISSOURI AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AIRPORT OWNERS AND OPERATORS GENERAL LIABILITY POLICY

A. The following are added to **SECTION V - CONDITIONS**:

14. Cancellation.

This policy may be cancelled by the Named Insured by mailing to us, written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by us by mailing to the Named Insured at the at the Named Insured's last known address, written notice stating when not less than 60 days (10 days for non-payment) thereafter such cancellation shall be effective. Proof of mailing shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or us shall be equivalent to mailing. The notice of cancellation will include the reason(s) for cancellation.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If we cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

15. Nonrenewal.

If we elect not to renew this policy, we will mail or deliver to the Named Insured written notice of our intent not to renew, not less than 60 days before the end of the policy period.

We will mail or deliver the notice of our intent not to renew to the Named Insured at the Named Insured's last known address. If the notice is mailed, proof of mailing will be sufficient proof of notice. The notice of nonrenewal will include the reason(s) for nonrenewal.

16. Claims History.

If this policy is cancelled or nonrenewed, the Named Insured shall have the right to receive, within 30 days of his written request, a statement of his claims history for this policy for the 3 years prior to the date of cancellation or nonrenewal or, if the policy has been in effect for less than 3 years prior to cancellation or nonrenewal, total experience.

B. Paragraph 18. "Suit" of **SECTION VI - DEFINITIONS** is deleted in its entirety and replaced by the following:

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.

This endorsement changes the policy please review carefully

TERRORISM (TRIA) EXCLUSION ENDORSEMENT

This endorsement modifies the policy to which it is attached as follows:

This policy does not cover claims caused by any losses, damages, or injuries arising directly or indirectly as a result of a certified "Act of Terrorism" defined by the Terrorism Risk Insurance Act, as amended.

Solely with respect to this endorsement and to ensure compliance with the Terrorism Risk Insurance Act, as amended, an "Act of Terrorism" shall mean:

(1) Act of Terrorism:

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

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to:
 - (I) human life
 - (II) property; or
 - (III) infrastructure
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of
 - (I) an air carrier or commercial vessel defined as one principally based in the United States, on which United States income tax is paid, and whose insurance coverage is subject to regulation in the United States;
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual(s) as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

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

This endorsement changes the policy please review carefully

- (C) Determinations Final – Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.
- (D) Nondelegation – The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

This endorsement shall apply solely to the Terrorism Risk Insurance Act, as amended, and shall in no way conflict with the War, Hijacking and Other Perils Exclusions contained within this policy or any write-backs thereto.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 1

This endorsement changes the policy please review carefully

DATE CHANGE RECOGNITION

This Policy will insure loss from an **AIRCRAFT ACCIDENT**, an **OCCURRENCE**, or other event or circumstance caused by the failure of any equipment to function safely or correctly following any real or simulated change of date, except:

1. loss not otherwise covered under this Policy, or
2. loss which arises out of coverage on a first party basis for grounding, loss-of-use, business interruption, consequential loss or the like.

It is a condition of this coverage that the Insured have followed appropriate best practice for the purpose of avoiding and minimizing loss, damage or liability arising out of any such failure, but any loss or losses that arise directly or indirectly out of any advice, consultation, design, evaluation, inspections, installation, maintenance, repair, replacement, or supervision provided or done by the Insured or for Insured to determine, rectify or test for any potential or actual problems that may cause such failure, including those described in paragraph 1. (a) below, are not covered.

OCCURRENCE

Any loss or losses covered under this Endorsement which arise from more than one **OCCURRENCE** or from the aforesaid failure(s) which is or are common to more than one item of equipment will not be one **OCCURRENCE** under this Policy, except:

- to the extent of covered physical damage to tangible property or **BODILY INJURY** losses at any one location arising out of one **OCCURRENCE**, or
- an **AIRCRAFT ACCIDENT** caused by such failure of any one item of equipment.

NO AGGREGATION

A collision between two or more **AIRCRAFT** shall be deemed one **AIRCRAFT ACCIDENT** for the purpose of this Endorsement. Losses arising from more than one **AIRCRAFT ACCIDENT** cannot be aggregated under this endorsement.

FAILURE FOLLOWING CHANGE OF DATE

Without limiting the foregoing failure of any equipment to function safely or correctly following any real or simulated change of date shall include but not be limited to any loss or losses arising directly or indirectly out of:

1. any actual or alleged failure, malfunction or inadequacy of:
 - (a) any of the following, whether belonging to YOU, any other person, or organization WE cover or to others:
 - i. Computer hardware, including micro-processors;
 - ii. Computer application software;
 - iii. Computer operating systems and related software;
 - iv. Computer networks;

This endorsement changes the policy please review carefully

- v. Microprocessors (computer chips) not part of any computer system; or
 - vi. Any other computerized or electronic equipment or components;
- (b) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in paragraph 1. (a) of this endorsement.
3. the inability to correctly recognize, process, distinguish, interpret or accept:
- i. the year 2000 and beyond;
 - ii. the change of date from August 21, 1999 to August 22, 1999 and/or
 - iii. any other change of year, date or time.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 2


Authorized Signature

This endorsement changes the policy please review carefully

SILICA AND SILICA RELATED DUST EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the policy is amended as follows:

Dust or Particulate Matter

This insurance does not apply to:

- 1) **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 dust or particulate matter. Dust or particulate matter may include, but is not limited to: dust, particulate matter, inspirable dust, respirable dust, smoke, mist, dirt, fibers, grit, soot, salt, acids, bases, metals, aerosols, crystals, minerals, sand, silicates, or silica; or
- 2) Any **loss**, cost or expenses arising, in whole or in part, 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, such dust or particulate matter, by any **insured** or by any other person or entity;

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

- 3) The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion or asbestos exclusion, do not also exclude coverage for dust or particulate matter related injury, damage, expense, cost, **loss**, liability, or legal obligation.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 3


Authorized Signature

This endorsement changes the policy please review carefully

CANCELLATION CLAUSE ENDORSEMENT

It is hereby agreed that:

This policy may be cancelled by the Named **Insured** by mailing to the Aviation Managers, written notice stating when thereafter such cancellation shall be effective. This policy may be cancelled by the Company or the Aviation managers, by mailing to the Named **Insured** at the address shown in this policy written notice stating when not less than sixty (60) days (10 days for Non-Payment) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named **Insured**, the Company or the Aviation Managers shall be equivalent to mailing.

If the Named **Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company or the Aviation managers cancel, earned premium shall be computed pro rata.

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.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 4


Authorized Signature

This endorsement changes the policy please review carefully

CONTRACTUAL LIABILITY ENDORSEMENT

It is hereby understood and agreed that the policy is amended as follows:

Exclusion 2.(b) is amended to include coverage for contracts that are specifically approved by the **Aviation Managers**. The contract must be submitted within thirty (30) days of receiving it by the Insured or its authorized representatives. However, inadvertent failure to report a contract shall not prejudice coverage hereunder so long as such contract is reported to the Company as soon as it comes to the attention of the Insured.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 5



Authorized Signature

This endorsement changes the policy please review carefully

ADDITIONAL INSURED – DESIGNATED PERSON(S) OR ORGANIZATION(S)

In consideration of additional premium of \$Included, this endorsement modifies the policy to which it is attached as follows:

It is hereby understood and agreed that the following person(s) or organization(s) are included as an Additional Insured under **Airport** Liability Coverages, but only to the extent of liability imposed upon the Additional Insured solely as the result of an act or omission of the Named **Insured** or its employees in connection with the Named **Insured's Airport operations**, subject to all policy terms, limits, conditions and exclusions.

This Endorsement does not provide coverage for the Additional Insured with respect to claims arising out of their legal liability as manufacturers, repairers, modification, suppliers or servicing agents and shall not operate to prejudice the **Company's** rights of recourse against the Additional Insured as manufactures, repairers, modification, suppliers or servicing agents where such rights of recourse would have existed had this Endorsement not been affected under this policy.

Schedule:

Shell Aviation dba Shell Oil Products Company, US, LLC and Eastern Aviation Fuels, Inc.
P.O. Box 129
Conway, AR 72033

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 6


Authorized Signature

This endorsement changes the policy please review carefully

AIRPORT LIMITED ENHANCED COVERAGE ENDORSEMENT

1. (a) Item 1(c) of Who is an Insured on page 13 of the policy is amended to read:

A public corporation, you are an insured. Your boards, commissions or agencies and their elective or appointive officers or members thereof are also insureds, but only with respect to your "airport operations".
- (b) Item 1(d) of Who is an Insured on page 13 of the policy is amended to read:

An organization other than a partnership, joint venture or public corporation, you are an insured. Your subsidiary companies, corporations, firms, affiliates, organizations, including joint ventures of the Named Insured in Item 1 of the Declarations which are owned, financially controlled or under your management control are also insureds but only with respect to your "airport operations". 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. Any reference in the policy to F.A.A. is amended to include its foreign equivalent.
3. The following is added to Condition 2 – (Duties in The Event of Occurrence, Claim or Suit.):
 - e. Knowledge of an occurrence by your agent, servant or employee shall not constitute knowledge by you, unless an executive officer, partner, proprietor or an employed risk manager has received such notice.
4. Condition 6 – (Representations) is amended to include:
 - d. Your unintentional failure to disclose facts shall not be a basis for denial of any coverage, provided that it is corrected as soon as it is discovered by an executive officer, partner, proprietor or employed risk manager.
 - e. Your inadvertent failure to submit reports or contracts or to comply with other notices, except those required under Condition 2, shall not invalidate this insurance, provided it is corrected as soon as it is discovered by an executive officer, partner, proprietor or employed risk manager.
5. The Definition of "airport" is amended to read:

"Airport" means the airport(s) designated in the declarations, and other airports owned or rented by you, including ways and means immediately adjoining such airports.
6. The Definition of "airport operations" is amended to read:

"Airport operations" means the ownership, maintenance, use or provision of premises, services and facilities necessary or incidental to the operation of the "airport".
7. The Definition of "advertising injury" is amended to include:

This endorsement changes the policy please review carefully

- 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 1 of this policy (Aircraft, Auto or Watercraft) does not apply to watercraft less than 26 feet in length.
- 11. Exclusion a. of Section 1 of this policy (Expected or Intended Injury) is amended to read:

This Insurance does not apply to:

a. Expected of Intended Injury

"Bodily injury" of "property damage" expected of intended from the standpoint of the insured. This exclusion does not apply to the "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.
- 12. Exclusion h. of Section 1 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 Section III is deleted.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015

Policy Number: BA-15-07-00008

Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)

Effective Date: 07/01/2015

Endorsement No.: 7

Berkley Aviation, LLC


Aviation Managers

This endorsement changes the policy please review carefully

GENERAL CHANGE ENDORSEMENT

It is hereby understood and agreed that:

1. Subject to the Named Insured being included as a Named Insured or additional Insured under a separate airmet, air show, exhibition or similar event liability policy, Exclusions h. (1) and (2) as set forth in **SECTION I – COMMON POLICY EXCLUSIONS** of this policy are deleted in their entirety.

2. Regardless of anything to the contrary in **SECTION V – POLICY CONDITIONS** - Other Insurance as set forth under paragraph 4. of this policy, the coverage provided by this endorsement shall be excess over and without contribution from any other insurance available to the Named Insured.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 8



Authorized Signature

This endorsement changes the policy please review carefully

GENERAL CHANGE ENDORSEMENT

It is hereby understood and agreed that:

Item 4 on the Declarations page is amended to include the following:

Location of aviation premises owned by, rented to or occupied by the Named Insured at the beginning of the Policy Period:

K19 Albany Municipal Airport, Albany, MO
AOV Ava Bill Martin Memorial Airport, Ava, MO
75K Bethany Memorial Airport, Bethany, MO
TVB Cabool Memorial Airport, Cabool, MO
CHT Chillicothe Municipal Airport, Chillicothe, MO
MNF City of Mountain View, Mountain View, MO
H88 Fredericktown Regional Airport, Fredericktown, MO
FTT Elton Hensley Memorial Airport, Fulton, MO
HAE Hannibal Regional Airport, Hannibal, MO
63M Hermann Municipal Airport, Hermann, MO
HIG Higginsville Industrial Municipal Airport, Higginsville, MO
MO OH7 Kahoka Municipal Airport, Kahoka, MO
TKX Kennett Memorial Airport, Kennett, MO
LLU Lamar Municipal Airport, Lamar, MO
K89 Macon-Fower Memorial Airport, Macon, MO
MAW Malden Regional Airport, Malden, MO
03B Mansfield Municipal Airport, Mansfield, MO
EVU Northwest Missouri Regional Airport, Maryville, MO
MBY Omar N. Bradley Airport, Moberly, MO
1MO Mountain Grove Memorial Airport, Mountain Grove, MO
MO M01 Richland Municipal Airport, Richland, MO
VIH Rolla National Airport, Rolla, MO
9K5 Slater Memorial Airport, Slater, MO
K39 St. Clair Regional Airport, St. Clair, MO
K57 Gould Peterson Municipal, Tarkio, MO
42M Thayer Memorial Airport, Thayer, MO
KTRX Trenton Municipal Airport, Trenton, MO
K43 Unionville Municipal Airport, Unionville, MO
UNO West Plains Memorial Airport, West Plains, MO
1H5 Willow Springs Memorial Airport, Willow Springs, MO

Limits apply separately to each airport.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 9



Authorized Signature

This endorsement changes the policy please review carefully

IMMUNITY WAIVER ENDORSEMENT

It is hereby understood and agreed that:

We will not defend any **Suit** seeking damages under Coverages A, B, D, or E on the basis that the **Insured** is not liable due to the performance of governmental functions, unless we are required by statute or are requested by **You**.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 10


Authorized Signature

This endorsement changes the policy please review carefully

KNOWLEDGE OF OCCURRENCE ENDORSEMENT

It is hereby understood and agreed that the policy is amended as follows:

1. KNOWLEDGE OF OCCURRENCE:

It is agreed that knowledge of an **Occurrence** by an agent, servant or employee of the Insured will not in itself constitute knowledge by the Insured unless such notice has been received by the Insured's Insurance Administrator.

2. YOUR INADVERTENT FAILURE TO REPORT:

Notwithstanding any other provision(s) of this policy, inadvertent errors or omissions and/or failure in furnishing information, notification or reports required will not prejudice the coverage afforded by this policy provided you notify us within a reasonable time after the error or omission is discovered.

3. FAILURE TO NOTIFY:

The Insured's rights under this policy will not be affected if it fails to give notice of an accident or **Occurrence** solely because it reasonably believed that the accident or **Occurrence** was not covered under this policy.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 11


Authorized Signature

This endorsement changes the policy please review carefully

EXCLUSION – PARACHUTING / SKYDIVING

This policy is amended as follows:

1. COVERAGES A, B and C of this policy do not apply to the Named Insured, any insured, or any other person or organization, with respect to any **Property Damage, Bodily Injury, Personal Injury or Advertising Injury** resulting or arising from any **Occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving or the rental, use or furnishing of any skydiving equipment.
2. COVERAGES A, B and C of this policy do not apply to any claim for **Property Damage, Bodily Injury, Personal Injury or Advertising Injury** sustained by any person or organization resulting or arising from any **Occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving or the rental, use or furnishing of any skydiving equipment.
3. The above exclusions apply also to any duty the Company might otherwise have to defend any insured; i.e., there shall be no duty to defend any claim or suit arising from any **Occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving or the rental, use or furnishing of any skydiving equipment. There will be no SUPPLEMENTARY PAYMENTS arising from any **Occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving or the rental, use or furnishing of any skydiving equipment.
4. The terms of this endorsement shall prevail over any terms in the policy provisions that might possibly be construed as being inconsistent with or contradictory to the terms of this endorsement.

All other terms and conditions remain unchanged.

This endorsement is part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

Date Issued: 07/17/2015
Policy Number: BA-15-07-00008
Issued To: Missouri Intergovernmental Risk Management Association (MIRMA)
Effective Date: 07/01/2015
Endorsement No.: 12


Authorized Signature