

**CHUBB®**

**AIRCRAFT POLICY**

**Westchester Fire Insurance Company**

436 Walnut Street  
Philadelphia, Pennsylvania 19106

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

  
REBECCA L. COLLINS, Secretary

  
JOHN J. LUPICA, President

**DECLARATIONS****POLICY NUMBER:** AAC N16737446 005**Previous Policy Number:** AAC N16737446 004**ITEM 1(A) ISSUING COMPANY:**

Westchester Fire Insurance Company  
P.O. Box 1000  
436 Walnut Street  
Philadelphia, Pennsylvania 19106

**ITEM 1(B) PRODUCER'S NAME AND ADDRESS:**

ALLIANT INSURANCE SERVICES INC  
100 PINE STREET 11TH FLOOR  
SAN FRANCISCO, California 94111

**ITEM 2 NAMED INSURED:**

The California State University and all of its Auxiliary Organizations

**ITEM 3 POSTAL ADDRESS OF NAMED INSURED:**

401 Golden Shore, 5th Floor  
Long Beach, California 90802-4210

**ITEM 4 POLICY PERIOD (When insurance is provided under this policy):**

FROM: July 1, 2021 TO: July 1, 2023  
Both days at 12:01 a.m. local standard time at the address in Item 3.

**ITEM 5 BUSINESS OR OCCUPATION OF THE NAMED INSURED:**

University

**ITEM 6 FINANCIAL INTEREST:**

The Named Insured is the sole owner of the Aircraft and no one else has any financial interest in the Aircraft except as shown below.

No Exceptions.

Any loss payable under Section Two of this policy will be paid to the Named Insured and the party shown above according to their respective financial interest.

**ITEM 7 REGULAR LOCATION OF THE AIRCRAFT:**

The aircraft is regularly based in the "Coverage Territory"

## DECLARATIONS (Continued)

**ITEM 8 LIABILITY COVERAGES, LIMITS OF LIABILITY AND PREMIUMS:**

COVERAGES	LIMITS OF LIABILITY US\$	LIABILITY PREMIUMS
A Bodily Injury Excluding Passengers	\$ each person \$ each Occurrence	\$
B: Property Damage	\$ each Occurrence	\$
C: Passenger Bodily Injury	\$ each person \$ each Occurrence	\$
D: Single Limit Excluding Passengers	\$ 50,000,000 each Occurrence	\$
E: Medical Payment	\$ each person \$ each Occurrence	
Terrorism Risk Insurance Act Liability Premium:		\$ 16,134
Other Liability Endorsement Premium:		\$ 4,032
<b>TOTAL LIABILITY PREMIUM:</b>		<b>\$ 181,500</b>

**ITEM 9 DESCRIPTION OF AIRCRAFT, HULL COVERAGES AND HULL DEDUCTIBLES:**

Description of Aircraft insured for liability coverages in Item 8 above and hull coverages in this Item 9 and deductibles. The Named Insured affirms that each of the Aircraft described in this policy is licensed under a "standard" Airworthiness Certificate as defined by the F.A.A.

**DESCRIPTION OF AIRCRAFT**

Type Codes are: A = Amphibian L = Landplane R = Rotorcraft S = Seaplane

F.A.A. Cert. No.	Make and Model	Type Code	Year Built	Engine and Horse Power	Total Seats including Crew
M80DFF21030089	DJI Matrice 600 Pro	R	2019		0
IX-02-31753	senseFly eBee X	R	2019		0
17SDGCAR13P35Y	Matrice 200 V2	R	2019		0
Any Owned, non owned, or hired drone in compliance with part 107 and under 55lbs		R			0

**HULL COVERAGES, AMOUNT OF INSURANCE, DEDUCTIBLES AND PREMIUMS:**

Deductibles shall apply to each claim. Ingestion deductibles apply to each claim each engine. In the event of a claim involving both the In Motion and Ingestion deductibles, only the higher of the two deductibles shall apply.

F.A.A. Cert. No.	Hull Coverage	Amount of Insurance	Not In Motion Deductible	In Motion or Moored Deductible	Ingestion Deductible	HEREUNDER
M80DFF21030089	F	\$30,000	\$3,000	\$3,000	\$3,000	
IX-02-31753	F	\$21,851	\$2,500	\$2,500	\$2,500	
17SDGCAR13P35Y	F	\$7,290	\$729	\$729	\$729	
Any Owned, non owned, or hired drone in compliance with part 107 and under 55lbs	NO	AIRCRAFT	PHYSICAL	DAMAGE	COVERAGE	HEREUNDER

**ITEM 10 PURPOSE OF USE. The Aircraft will be used only for the following purposes:**

## DECLARATIONS (Continued)

All uses required by the "Named Insured"

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ITEM 11 **PILOTS WHO MAY FLY THE AIRCRAFT: (See Endorsements)**

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ITEM 12 **TERRITORY (Where insurance is provided under this policy:**

Insurance is only provided under this policy for accidents or Occurrences that take place during the policy period while the Aircraft insured under this policy is in the United States of America (excluding Alaska), Canada or Mexico, or while the Aircraft is dismantled and is being transported between ports in the territory where insurance is provided under this policy.

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ITEM 13 **During the past year no insurer has cancelled or declined to renew any Aircraft insurance issued to the Named Insured, except as follows:**

Absence of entry means no exception.

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Signature:

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

By Authorized Representative

Policy Number: AAC N16737446 005  
 Effective Date: July 1, 2021  
 Insured: The California State University

The endorsements listed below form part of this policy at inception and are deemed to have been signed by the same Authorized Representative that signed the Declarations (form AC 101 (07-07))

**SCHEDULE OF ENDORSEMENTS**

TITLE	ENDORSEMENT NO.	EDITION
Aircraft Policy - Jacket	AC 100 (07/10)	
Aircraft Policy - Declarations	AC 101 (07/07)	
Aircraft Policy - Schedule of Endorsements	AC 101S (07/07)	
Aircraft Policy - Provisions	AC 102 (11/98)	
Pilots Who May Fly The Aircraft	AC 103 (11/98)	
Additional Insured Endorsement	AC 108 (11/98)	
Non-Owned Aircraft Liability Endorsement	AC 109 (11/98)	
War, Hi-jacking and Other Perils Exclusion Clause (Aviation)	AC 110 (11/98)	
Extended Coverage - War, Hi-Jacking and Other Perils Endorsement	AC 112A (02/08)	
Experimental /Restricted Category Aircraft Endorsement	AC 118 (11/98)	
Limited Enhanced Coverage Endorsement - California	AC 1200-CA (05-10)	
Medical Services Limitation Endorsement	AC 129 (11/98)	
Waiver of Subrogation Endorsement	AC 138 (11/98)	
Nuclear Risk Exclusion Clause	AC 159 (11/98)	
Aircraft Additional Equipment	AC 160 (11/98)	
Date Recognition Exclusion Endorsement	AC 161 (11/98)	
Date Recognition Limited Coverage Endorsement	AC 162 (11/98)	
Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism	AC 165 (01/15)	
Extended Coverage - War, Physical Damage Coverage Endorsement (Aircraft Physical Damage Coverage	AC 167A (02/08)	
Pollution Endorsement	AC 168 (11/03)	
Limited Terrorism Coverage Endorsement	AC 170 (01/15)	
Personal Injury Extension Endorsement	AC 171 (02/05)	
Knowledge, Consent And Unintentional Failure To Report Endorsement	AC 176 (02/05)	
Deletion Of Fellow Employee	AC 186 (02/05)	
Coverage Territory Endorsement	AC 194 (02/05)	
Cancellation Notification Change Endorsement	AC 195 (02/05)	
Trade or Economic Sanctions Endorsement	ALL-21101 (11/06)	
U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	IL P 001 (01/04)	
Multi-Year Policy Endorsement	MS-208242.10 (08/17)	
Policyholder Disclosure Notice Of Terrorism Insurance Coverage	TR-45231a (08/20)	
Cancellation Notification - California	AC-CA1 (11/98)	

**AIRCRAFT POLICY  
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## **AIRCRAFT POLICY POLICY PROVISIONS**

In consideration of the payment of the premium We agree to provide insurance to the extent indicated in the Declarations, subject to all the terms of the Policy.

### **SECTION ONE**

This section of the policy contains General Definitions, General Exclusions and General Conditions which also apply to Sections Two and Three of this policy.

### **GENERAL DEFINITIONS**

The following words and phrases have specific meanings within this policy. Please read them carefully.

- (A) **“Accident”** means a sudden event, during the policy period, which is neither expected nor intended by the Named Insured or Anyone We insure under this policy, that involves the Aircraft and causes physical damage to or loss of the Aircraft.
- (B) **“Aircraft”** means the Aircraft shown in Item 9. of the Declarations or qualifying under Section One, General Condition (N) (Insurance for newly acquired Aircraft and deletion of Aircraft) or Section Three (B) Special Provision 2 (use of other Aircraft) of this policy including the engines, propellers (and with respect to rotorcraft the rotorblades), operating and navigational instruments and radio equipment attached to the Aircraft, including tools which are standard for the make and type of Aircraft, and parts which are detached from the Aircraft at the time of loss and not replaced by similar parts.
- (C) **“Anyone”** means any person, partnership, corporation or organization other than the Named Insured.
- (D) **“Bodily Injury”** means injury, sickness or disease and, if arising out of the foregoing, mental anguish, including death resulting therefrom.
- (E) **“Compensation”** means any consideration greater than the cost of owning, operating and maintaining the Aircraft.
- (F) **“Crew”** means any Passenger who has any duties involved in the operation of the Aircraft. Crew members include, but are not limited to: pilot, co-pilot, check pilot, flight examiner, F.A.A. Designated Flight Examiner, flight instructor, flight engineer, navigator, mechanic, flight attendant or loadmaster, but see Section Three (C) exclusion 2 (employees) and exclusion 3 (Bodily Injury to Named Insured).
- (G) **“Disappearance”** means the Aircraft is missing and has not been located within 60 days after commencing Flight by the Named Insured or their agent or by Anyone We insure under this policy or their agent.
- (H) **“F.A.A.”** means the authority of the United States of America or its counterpart in a foreign country, having jurisdiction over civil aviation.
- (I) **“Flight”**, with respect to fixed wing Aircraft, means from the time the Aircraft moves forward in preparing to take off or in attempting to take off until it has completed its landing and landing run after contact with the land or water. With respect to rotorcraft, Flight means while the rotors are in Motion under engine power or resulting momentum.

- (J) **“Ingestion”** means physical loss or damage to the engine(s) caused by accidental, sudden, immediate or unexpected Ingestion of objects attributable to a single recorded incident, requiring the immediate repair of the engine(s).
- (K) **“In Motion”**, with respect to fixed wing Aircraft, means while the Aircraft is moving under its own power or resulting momentum. With respect to rotorcraft, “In Motion” means while the rotors are moving under engine power or resulting momentum.
- (L) **“Moored”** means while an Aircraft or rotorcraft equipped for water operations is secured with cables, lines or anchors or is being launched into or hauled out of the water, other than under its own power or resulting momentum.
- (M) **“Named Insured”** means the person, partnership, corporation or organization shown in Item 2. of the Declarations (Named Insured).
- (N) **“Occurrence”** means an event occurring by chance, or a continuous or repeated exposure to conditions, involving the Aircraft, which results in Bodily Injury or Property Damage during the policy period, provided it is not expected or intended by the Named Insured or by Anyone We insure under this policy. All Bodily Injury or Property Damage that arises out of such exposure to substantially the same general conditions shall be deemed one Occurrence.
- (O) **“Passenger”** means any person or persons, including Crew, while in, or entering the Aircraft for the purpose of riding or flying therein, or exiting the Aircraft during or following a Flight or attempted Flight.
- (P) **“Property Damage”** means physical injury to or destruction of tangible property, including the loss of use of such property except as provided for in Section Three (C) exclusion 4 (property).
- (Q) **“Personal Belongings”** means carry on luggage such as handbags, suitcases and briefcases - and their contents - that persons normally carry. But Personal Belongings does not mean luggage checked with a commercial air carrier.
- (R) **“Total Loss”** means when the cost to repair the Aircraft plus any salvage value is greater than the amount of insurance. Theft or Disappearance of the Aircraft is also a Total Loss, if the Aircraft is not recovered.
- (S) **“Uses”** includes the specific Uses defined below, but does not include any other use of the Aircraft for which the Named Insured or Anyone We insure under this policy expects to or does receive Compensation.
1. **“Pleasure and Business”** means personal, pleasure, family and business use.
  2. **“Industrial Aid”** includes the Uses shown in “Pleasure and Business” and in addition includes the transportation of executives, employees, guests and customers.
  3. **“Charter Commercial”** includes the Uses shown in “Industrial Aid” and in addition the transportation of Passengers and cargo for Compensation.
  4. **“Instruction And Rental”** includes the Uses shown in “Industrial Aid” and in addition the instruction of others and rental to others for their “Pleasure and Business” or “Industrial Aid” use.

5. **“Commercial”** includes all Uses shown in “Industrial Aid”, “Instruction and Rental” and “Charter Commercial”, but does not include any other use.

(T) **“We”, “Our” and “Us”** means Westchester Fire Insurance Company.

### GENERAL EXCLUSIONS

We will not provide insurance under any part of this policy or provide defense under any part of this policy:

- (A) **PILOTS.** If the Aircraft is in Flight and is being flown by a pilot who is not qualified under the endorsements to this policy or if the pilot is not properly certificated, rated and qualified under the current F.A.A. Regulations which apply to the operation of the Aircraft, whether or not the pilot is named in this policy.
- (B) **USE.** If the Aircraft is used for any purpose not specified in Item 10. of the Declarations (purpose of use), but this exclusion does not apply to the Named Insured or to Anyone We insure under this policy who did not have knowledge of, or give consent to, the uninsured use.
- (C) **TERRITORY.** If the Aircraft is outside the territory described under Item 12. of the Declarations (territory).
- (D) **SEAPLANES/AMPHIBIANS.** If the Aircraft is a seaplane or amphibian Aircraft unless this is stated in Item 9. of the Declarations (description of Aircraft), but this exclusion does not apply to rotorcraft.
- (E) **UNLAWFUL PURPOSE.** If the Aircraft is used for any unlawful purpose, but this exclusion does not apply to the Named Insured or to Anyone We insure under this policy who did not have knowledge of, or give consent to, the unlawful use.
- (F) **STANDARD AIRWORTHINESS CERTIFICATE.** If the Aircraft does not have a valid Standard Airworthiness Certificate, or if the Aircraft is not maintained in accordance with the Federal Aviation regulations which apply for the Flight involved, but the insurance provided by this policy will not be invalidated while the Aircraft is being flown without a Standard Airworthiness Certificate provided the Flights are solely for the purpose of renewing the Standard Airworthiness Certificate and provided a valid ferry Flight permit has been issued by the F.A.A. in respect of the Flights.
- (G) **WAR AND OTHER PERILS EXCLUSION CLAUSE.** To any loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### GENERAL CONDITIONS

These conditions apply to all parts of this policy. Please read them carefully:

- (A) **ASSISTANCE AND CO-OPERATION.** The Named Insured and Anyone We insure under this policy must co-operate with Us and attend hearings and trials if We request, and must assist Us in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses. The Named Insured and Anyone We insure under this policy must not, except at their own cost, make any payment, take on any obligation or expense or admit any fault other than as stated under Section Two (G) 1 (protect the Aircraft).

**(B) 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.

**(C) ACTION AGAINST INSURED BY US.** We have the right to sue the Named Insured for non payment of premium due under this policy, and We have the right to sue the Named Insured and Anyone We insure under this policy for breach of any other obligation arising from or by reason of this insurance.

**(D) INSPECTION AND AUDIT BY US.** We are allowed to inspect the Aircraft, and all books and records relating to the Aircraft, at any time during the policy period and up to one year after the end of the policy period or until final settlement of all claims is made.

**(E) OUR RIGHT OF RECOVERY.** Except in respect of Section Three (A) Coverage E - (medical payments), if We make any payment under this policy which can be recovered from somebody else, the Named Insured and Anyone We insure under this policy agrees to transfer to Us, in exchange for that payment, any right to make this recovery. The Named Insured and Anyone We insure under this policy must do everything necessary to transfer this right of recovery to Us, including allowing suit to be brought in the name of the Named Insured and Anyone We insure under this policy. The Named Insured and Anyone We insure under this policy must not interfere with Our effort to recover and must preserve any evidence. We are not obliged to attempt to recover any deductible that may have been paid unless a specific request to do so is made to Us in writing.

**(F) OTHER INSURANCE.** Except with respect to insurance bought by the Named Insured to apply in excess of this policy, if the Named Insured or Anyone We insure under this policy has other insurance which will also pay for an Accident or Occurrence insured by this policy, We will only pay the percentage that the limit of this policy bears to the total limit of all policies. But this policy will only pay in excess of any valid insurance which exists with respect to Section One General Condition (N) (insurance for newly acquired Aircraft and deletion of Aircraft) and Section Three (B) Special Provision 2 (use of other Aircraft) of this policy.

**(G) CHANGES.** If the Named Insured wishes to change this policy, contact Us through the producer. Even though the producer may have knowledge of a request for a change, no change is effective until agreed by Us and an endorsement has been issued and signed by Us.

**(H) TRANSFER OF INTEREST.** Transfer of interest in this policy cannot be made by the Named Insured or by Anyone We insure under this policy without Our written consent in the form of an endorsement agreed to and issued by Us.

**(I) CANCELLING THIS POLICY.** The Named Insured may cancel this policy at any time by telling Us in writing *in advance* of the date that this insurance is to be cancelled, but if this policy contains additional insureds or agreements to notify other parties a certain number of days in advance of cancellation, then that number of days (plus three working days for Us to prepare the necessary documents) must be taken into account when advising Us of the date that this insurance is to be cancelled. If the Named Insured cancels We will compute the premium earned by Us by using the customary standard short rate scale or the cancellation tables promulgated under the statutes of the State shown under item 3 of the Declarations, whichever is more beneficial to the Named Insured.

We can cancel this policy at any time by mailing a notice of cancellation to the Named Insured at the address shown in Item 3. of the Declarations (postal address of Named Insured), or the Named Insured's last postal address known to Us, at least 30 days before the date that coverage will end. If We cancel because premium has not been paid, We can do so with 10 days notice instead of 30 days notice. Proof of mailing of the notice is sufficient proof that We have issued notice. We will compute the premium earned by Us based on the percentage of the policy period used multiplied by the annual premium. We will return to the Named Insured any premium paid that We have not earned, but making the refund at the time of cancellation is not a condition of cancellation. However, We will not return any Aircraft physical damage premium on an Aircraft for which We have paid the Amount of Insurance, less the applicable deductible.

- (J) CONCEALMENT OR MISREPRESENTATION.** If the Named Insured has concealed or misrepresented any material fact or circumstance relating to this policy, either before or after a loss, then this policy is void.
- (K) STATE INSURANCE STATUTES.** Statements in this policy which conflict with insurance statutes of the state shown in Item 3. of the Declarations (postal address of Named Insured) are automatically amended by Us to conform to the statutes.
- (L) OUR OBLIGATIONS AND INSURED'S DUTIES.** We will only provide the coverage in this policy if the Named Insured pays the premium stated in this policy and only if the policy requirements are fully complied with. We have the right to deduct any premium or other debts owed under this policy from any payment We make to the Named Insured or to Anyone We insure under this policy.
- (M) WHEN INSURANCE IS PROVIDED.** Insurance is only provided under this policy during the policy period shown in Item 4. of the Declarations (policy period).
- (N) INSURANCE FOR NEWLY ACQUIRED AIRCRAFT AND DELETION OF AIRCRAFT:**
1. We will insure, for an additional premium, Aircraft acquired during the policy period if these Aircraft are owned or leased by the Named Insured and provided that:
    - (a) We insure all Aircraft owned or leased by the Named Insured.
    - (b) We are advised of the acquisition of the new Aircraft within ten (10) days after the date that it was acquired.
    - (c) The newly acquired Aircraft:
      - (i) is of the same type as an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
      - (ii) has no more than the number of engines of an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
      - (iii) has engine(s) which do not exceed 150% of the power of the engine(s) of an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
      - (iv) has total seating, including Crew, which does not exceed the total seats, including Crew, of an Aircraft shown under Item 9. of the Declarations (description of Aircraft).
    - (d) The maximum amount of insurance of the newly acquired Aircraft will be the price paid by the Named Insured, but in no event greater than the highest amount of insurance of an Aircraft shown under Item 9. of the Declarations (description of Aircraft). If the price paid for the Aircraft is greater than the highest amount of insurance of an Aircraft shown under Item 9. of the Declarations (description of Aircraft) and We have not agreed to this greater amount, then in the event of a claim under Section Two of this policy, We will only pay the

same proportion of the claim that the highest amount of insurance of an Aircraft shown under Item 9. of the Declarations (description of Aircraft) bears to the actual price paid.

- (e) Our agreement is obtained before any Aircraft that is not provided for under (a), (b), (c) or (d) of this General Condition (N) is acquired. Aircraft falling within this category may be subject to different terms than those falling under (a), (b), (c) or (d) of this General Condition (N).
  - (f) The Named Insured agrees to pay the full annual Section Two premium in respect of any newly acquired Aircraft on which We pay the amount of insurance, less the applicable deductible.
2. If an Aircraft insured under this policy is sold, disposed of or deleted, We will return pro rata of the annual premium for that Aircraft, except:
- (a) Where there is a claim under Section Two of this policy in respect to that Aircraft, in which case We will not return the Section Two premium.
  - (b) When the last Aircraft insured under this policy is sold, disposed of or deleted, in which event We will keep short-rate of the annual premium for that Aircraft in accordance with the customary short rate scale or the cancellation tables promulgated under the statutes of the State shown in item 3 of the Declarations, whichever is most beneficial to the Named Insured.

We must be advised within ten (10) days after the sale, disposal or deletion of any Aircraft insured under this policy.

3. If, for any reason, an Aircraft is insured under this policy for less than fifteen (15) days, We will charge fifteen (15) days premium for that Aircraft. Aircraft that are insured for fifteen (15) days or more will be subject to the premium terms shown under Paragraphs (1) and (2) of this General Condition (N).

## SECTION TWO

### AIRCRAFT PHYSICAL DAMAGE

Please refer to Item 9. of the Declarations (description of Aircraft) to see which Aircraft Physical Damage Coverage this policy insures, the Amount of Insurance and the Deductible for which the Named Insured is responsible.

This coverage is for the benefit of the Named Insured and not for the benefit of Anyone else in possession of the Aircraft.

#### **(A) WHAT WE INSURE:**

1. **Coverage F** - to pay for Physical Loss of or damage to the Aircraft, including Disappearance, caused by Accident, but see the exclusions which show what We will not insure.
2. **Coverage G** - to pay for Physical Loss of or damage to the Aircraft caused by Accident, but only while the Aircraft is not In Motion, but see the exclusions which show what We will not insure.
3. **Coverage H** - to pay for Physical Loss of or damage to the Aircraft caused by Accident, but only while the Aircraft is not in Flight, but see the exclusions which show what We will not insure.

**(B) DEDUCTIBLE (what the Named Insured must pay or bear).** We will deduct from the amount We owe under this policy the deductible shown in Item 9. of the Declarations (description of

Aircraft). We will not apply any deductible if a fixed wing Aircraft is a Total Loss, but We will apply the deductible if a rotorwing Aircraft is a Total Loss.

**(C) WHAT WE WILL PAY:**

1. If the Aircraft is a Total Loss, We will pay the Amount of Insurance shown in Item 9. of the Declarations (description of Aircraft) less the deductible which applies. We are entitled to all salvage value of the Aircraft.
2. If the Aircraft is not a Total Loss, We will pay the reasonable cost to repair the Aircraft, including essential temporary repairs, being the cost of labor at straight time rates (excluding overtime), parts and materials of like kind and quality and the cost of transportation, less the deductible which applies. We are entitled to all the salvage value of the parts that have been replaced.

However, We will not pay more than the amount of insurance shown under Item 9. of the Declarations (description of Aircraft) less the applicable deductible.

We will not accept responsibility for the Aircraft nor the replaced part(s), nor will We accept title to the Aircraft nor the replaced part(s). If the Aircraft or replaced part(s) is to be sold, the Named Insured is responsible for the delivery of a clear title to the buyer.

**(D) COST OF TRANSPORTATION.** We will pay the cost of transporting new or damaged parts or of transporting the damaged Aircraft to the place where repairs will be made and its return to the place of Accident or home airport, whichever is the nearer. These costs will be limited to the least expensive method of reasonable transportation.

**(E) APPRAISAL/ARBITRATION.** If the Named Insured and We cannot agree to the amount of loss, either party may insist that the matter be put to arbitration. The party who requires the arbitration must write and inform the other party within sixty days of Our receiving the sworn statement in proof of loss. Both parties must then select their own appraisers who must be competent to do the job. The appraisers must then select an umpire, but if they cannot agree on an umpire within 15 days, then either the Named Insured or We may request that the umpire should be selected by a judge of a court of record in the County and State where the arbitration is to take place. The appraisers will then appraise the loss, but if they cannot agree on the amount of loss, they must submit to the umpire who will make his appraisal. Agreement between the umpire and any of the appraisers will determine the amount of loss. The Named Insured and We will be responsible for paying the respective appraisers but the other costs of the appraisal, including those of the umpire, will be divided equally. It is important that the Named Insured understands that none of Our other rights, nor the Named Insured's rights, under this policy are affected by this arbitration.

**(F) EXCLUSIONS (what we will not pay for):** These exclusions are in addition to those appearing under Section One.

We will not pay for physical loss of or damage:

1. **Mechanical Breakdown/Wear and Tear/Ingestion:** which is due and confined to wear and tear, deterioration, freezing, mechanical, structural or electrical breakdown or failure, unless the loss or damage is the direct result of other physical damage covered under this policy, nor will We pay for engine loss or damage which is caused by heat which results from the start up, operation, shutdown, or the attempted start up, operation or shutdown of the engine, or is caused by or is attributed to the Ingestion of stone, grit, dust, sand, ice or any corrosive or abrasive material or any other substance which has a progressive or cumulative damaging effect.

2. **Loss of Use, Depreciation, Guaranty or Warranty:** that results because the Aircraft cannot be used, nor will We pay for depreciation, or loss of guaranty, or warranty, however caused.
3. **Tires:** to tires, except if damaged by fire or stolen, unless the loss or damage is a direct result of other physical damage insured under this policy.
4. **Undisclosed Financial Interest:** to the Aircraft if any person, other than the Named Insured and those named in the policy, has any financial interest in the Aircraft.
5. **Conversion, Embezzlement, Secretion:** due to conversion, embezzlement or secretion by any person in possession of the Aircraft due to any lien, mortgage or any other encumbrance, or due to any rental, sales or purchase agreement, nor to any physical loss or damage resulting therefrom.

**(G) NAMED INSURED'S DUTIES (what the Named Insured must do):**

If the Aircraft is damaged or lost the Named Insured must:

1. **Protect the Aircraft:** whether or not the damage or loss is covered by this policy, do everything possible to protect the Aircraft from further damage or loss. If this is not done We will not pay for any further damage or loss to the Aircraft. If the reasonable expenses incurred in doing this arise out of damage or loss covered by this policy, then We will make reimbursement for these reasonable expenses.
2. **Notice:** immediately notify Us and the police if there is any theft. We will not pay for any reward offered unless We agree.
3. **Sworn Statement in Proof of Loss:** give Us a sworn statement in Proof of Loss within 60 days of the Accident on a form which We will provide upon request.
4. **Co-operation, Statement Under Oath, Exhibiting of Damaged Aircraft:** co-operate with Us and provide all documents and statements requested and help to recover the Aircraft. If the Accident is covered under the policy We will pay for the reasonable costs for doing this. The Named Insured must allow Us to take statements under oath of the Named Insured and Anyone We choose and exhibit the damaged Aircraft to Us. The Named Insured also agrees to preserve the damaged Aircraft until We authorize its disposal. The Named Insured must attend hearings and trials and help Us in obtaining the attendance of witnesses and in the conduct of suits.

**(H) WHEN WE WILL PAY - ACTION AGAINST US.** We will pay for loss or damage to the Aircraft within 60 days after the Named Insured has given Us a sworn Statement in Proof of Loss, provided both parties agree on the amount and provided We agree that the Accident is covered. The Named Insured may not bring any suit or action against Us until 60 days after We have been given a sworn Statement in Proof of Loss, nor may the Named Insured bring any suit or action against Us more than 12 months after the date of the Accident.

**(I) THEFT.** If the Aircraft, or any part of it, is stolen and recovered before We have paid for it, We may return it to the Named Insured along with payment for any physical damage to it in accordance with the terms of the policy. Whether before or after We pay the loss, the Named Insured and Anyone We insure under Section Two must notify Us as soon as the Aircraft, or any part of it, is located.

**(J) REINSTATEMENT OF COVERAGE.** In the event of loss, even if it is not insured by this policy, the amount of insurance applicable to the Aircraft will be reduced at the date of Accident by the amount of the loss and the reduced value will continue until repairs are started after which the amount of

insurance will automatically increase by the cost of the repairs until the original amount of insurance is reinstated or the policy has expired.

### SECTION THREE

#### INSURANCE FOR LIABILITY TO OTHERS

Please refer to Item 8. of the Declarations (liability coverages) to see what liability coverage and limits apply.

**(A) WHAT WE INSURE.** We will pay on behalf of the Named Insured and Anyone We insure under this policy, claims which must legally be paid because of an Occurrence causing Bodily Injury or Property Damage, but see the exclusions which show what We will not insure.

But We will only pay for these claims if they arise out of the ownership, maintenance or use of the Aircraft.

**COVERAGE A - BODILY INJURY LIABILITY (excluding passengers).** Coverage A insures liability for Bodily Injury to people other than Passengers in the Aircraft. The maximum amount We will pay each person is the amount shown under Item 8.A. of the Declarations (Bodily Injury excluding Passengers) under “each person” and the maximum amount We will pay for each Occurrence is the amount shown under Item 8.A. of the Declarations (Bodily Injury excluding Passengers) under “each Occurrence”.

**COVERAGE B - PROPERTY DAMAGE LIABILITY.** Coverage B insures liability for Property Damage. The maximum amount We will pay is the amount shown under Item 8.B. of the Declarations (Property Damage) under “each Occurrence”.

**COVERAGE C - PASSENGER BODILY INJURY LIABILITY.** Coverage C insures liability for Bodily Injury to Passengers in the Aircraft. The maximum amount We will pay for each Passenger is the amount shown under “each person” under Item 8.C. of the Declarations (Passenger Bodily Injury). The maximum amount We will pay each Occurrence is the amount shown under “each Occurrence” under Item 8.C. of the Declarations (Passenger Bodily Injury).

**COVERAGE D - SINGLE LIMIT - BODILY INJURY (including or excluding passengers) AND PROPERTY DAMAGE LIABILITY.** Coverage D insures liability for Bodily Injury and Property Damage combined; if Item 8.D. of the Declarations shows **IN**cluding Passengers then Coverage D also insures Bodily Injury to Passengers, but if Item 8.D. of the Declarations shows **EX**cluding Passengers then Coverage D does not insure Bodily Injury to Passengers.

**COVERAGE E - MEDICAL PAYMENTS.** Coverage E pays for all reasonable medical and funeral expenses incurred by Passengers of the Aircraft, but only if the expenses are incurred within a period of one year from the date of the Occurrence. The maximum amount We will pay for each person is shown under “each person” in Item 8.E. of the Declarations (medical payment). The maximum amount We will pay for “each Occurrence” is shown under “each Occurrence” in Item 8.E. of the Declarations (medical payment).

**SEPARATE INSUREDS.** The coverages shown above apply separately to the Named Insured and Anyone We insure under this Section of the policy against whom claim is made or suit is brought, but regardless of the number of persons, partnerships, corporations or organizations insured under

this Section of the policy We will not pay more than the applicable limit of liability shown in Item 8. of the Declarations (liability coverages, limits of liability and premiums).

**(B) SPECIAL PROVISIONS**

**1. Defense, Settlement, Supplementary Payments.**

This Special Provision only applies to Section Three (A) Coverages A, B, C and D, and applies only if insurance is provided by the policy (but see the exclusions which show claims for which We will not provide defense) and in this connection We will:

- (a) **Defense:** defend, at Our expense, any claim or legal action made against the Named Insured and Anyone We insure under this policy because of an Occurrence causing Bodily Injury or Property Damage insured under this policy. We may investigate, negotiate or settle any claim or legal action as We see fit.
- (b) **Bonds:** pay premiums for appeal bonds and for bonds to release any property that is being held as security. However, We are not under any obligation to apply for or furnish such bonds.
- (c) **Expenses:** pay the expense and the court costs of claims or legal actions We defend, and interest that is owed on a judgment We are paying until We have paid or offered to pay the part of such judgment which does not exceed Our Limit of Liability as shown under Item 8. of the Declarations (liability coverages, limits of liability and premiums).

We will pay expenses incurred by the Named Insured and Anyone We insure under this policy, in the event of Bodily Injury, for emergency medical and surgical relief to others necessary at the time of the Occurrence. We will also reimburse the Named Insured and Anyone We insure under this policy for all reasonable expenses (other than loss of earnings or wages and salaries of employees) incurred at Our request.

We will pay the amounts incurred under this Special Provision 1, except for settlement of suits and claims, in addition to the Limits of Liability shown under Item 8. of the Declarations (liability coverages, limits of liability and premiums).

**2. Use of Other Aircraft**

- (a) If the Named Insured is one individual, and is the only Insured shown in Item 2. of the Declarations (Named Insured) and
  - (b) If the purpose of use shown under Item 10. of the Declarations (purpose of use) is only Business and Pleasure or Industrial Aid and
  - (c) If We insure all Aircraft owned or leased by the Named Insured,
- then We will extend the insurance provided by this section of the policy to include use of another Aircraft by the Named Insured or spouse if they live together, provided:
- (i) This other Aircraft:
    - I. has a standard airworthiness certificate issued by the F.A.A.;
    - II. is of the same type as an Aircraft shown in Item 9. of the Declarations (description of Aircraft) and has not more than the number of engines of an Aircraft shown in Item 9. of the Declarations (description of Aircraft);
    - III. has engine(s) which do not exceed 150% of the power of the engine(s) of an Aircraft shown in Item 9. of the Declarations (description of Aircraft);
    - IV. does not have total seats, including Crew, exceeding the total seats, including Crew, of an Aircraft shown in Item 9. of the Declarations (description of Aircraft);

- V. is not owned in whole or in part by the Named Insured or any member of the Named Insured's household;
  - VI. is not leased to the Named Insured under any form of lease agreement with a term of more than 30 days or lease option or purchase agreement.
- (ii) The Insurance provided under this policy will only apply in excess of any other collectible insurance available to the Named Insured or their spouse.
  - (iii) We will not insure or defend under this Special Provision 2, physical loss of or damage to the other Aircraft being used or depreciation, loss of guaranty or warranty, however caused.
  - (iv) We will not insure or defend under this Special Provision 2 the owner of the other Aircraft being used or any agent or employee of that owner.
  - (v) We will not under this Special Provision 2 provide insurance for, or defend, any claim because of products manufactured, sold, handled or distributed by the Named Insured or the Named Insured's spouse.

### 3. Premises

If the Named Insured or Anyone We insure under this policy has the right to use premises at an airport for parking or storing the Aircraft, the coverage for liability to others will also protect the Named Insured and Anyone We insure under this policy for claims which must legally be paid because of an Occurrence causing Bodily Injury or Property Damage arising out of their use of those premises. The amount We will pay is included as part of the limit shown under Item 8. of the Declarations (liability coverages, limits of liability and premiums).

## (C) EXCLUSIONS: (What we will not pay for) These exclusions are in addition to those shown under Section One.

### 1. Noise, Pollution and Other Perils Exclusion Clause.

- (a) this policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:
  - (i) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - (ii) pollution and contamination of any kind whatsoever,
  - (iii) electrical and electromagnetic interference,
  - (iv) 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 any duty of Us to investigate or defend claims, such provision shall not apply and We shall not be required to defend
  - (i) claims excluded by Paragraph 1 or
  - (ii) 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 the policy) reimburse the Named Insured and Anyone We insure under this policy for that portion of the following items which may be allocated to the claim or claims covered by the Policy:

- (i) damages awarded against the Named Insured and Anyone We insure under this policy and
  - (ii) defense fees and expenses incurred by the Named Insured and Anyone We insure under this policy.
- (d) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.
2. **Employees.** This Policy does not insure claims nor provide defense for claims because of Bodily Injury to any employee of the Named Insured or of Anyone We insure under this policy while in the course and scope of his employment for the person, organization, partnership or corporation against whom the claim has been made, or to any obligation for which the Named Insured or Anyone We insure under this policy or any company as their insurer may be held liable under any Workers' Compensation, Occupational Disease, Disability Benefit, Unemployment Compensation, Employers Liability, United States Longshoremen's and Harbor Workers Act, The Jones Act, Federal Employers Liability Act, Defense Bases Act, or any similar act, plan or law, whether state, federal or foreign.
3. **Bodily Injury to Named Insured.** This policy does not insure claims nor provide defense for claims because of Bodily Injury to any person who is a Named Insured, or their spouse(s) or damage to the respective estates resulting from their Bodily Injury.
4. **Property.** This policy does not insure claims nor provide defense for claims because of Property Damage to property which is:
- (a) Owned or rented or leased by the Named Insured or Anyone We insure under this policy:  
or
  - (b) In the care, custody or control of the Named Insured or Anyone We insure under this policy:  
or
  - (c) Being transported by the Named Insured or Anyone We insure under this policy.
- But We will cover Personal Belongings up to a limit of \$500 each Passenger.
- If Property Damage is not covered by virtue of this exclusion, We also do not insure against delay, loss of market, loss of use or any consequential loss arising from such Property Damage.
- This exclusion does not apply to property that is owned by one person, organization, partnership or corporation insured hereunder and damaged by another person, organization, partnership or corporation insured under this policy.
- This exclusion does not apply as respects the coverage provided under Section Three (B) Special Provision 3 (premises).
5. **Intentional Injury.** This policy does not insure claims, nor provide defense, for intentional Bodily Injury or Property Damage caused by or at the direction of the Named Insured or Anyone We insure under this policy, except to prevent physical loss or damage to the Aircraft or other dangerous interference with the operation of the Aircraft.
6. **Assumed Liability.** This policy does not insure claims, nor provide defense for claims if the Named Insured or Anyone We insure under this policy has signed an agreement that obligates them to assume the liability of others but this exclusion does not apply to:

- (a) Liability assumed under any written agreement required by statute or ordinance or by any rule or regulation made by a Federal, State, County or Municipal Authority as a condition of use of any airport or airport facility.
- (b) Legal Liability which would have existed whether or not the agreement was signed.

**(D) WHO IS INSURED UNDER THIS SECTION OF THE POLICY.** We will insure any person while using or riding in the Aircraft and any person or organization legally responsible for its use provided the actual use is with the expressed permission of the Named Insured, but see Section Three (A) (Separate Insureds).

We will not insure:

1. Any employee, or official of the Named Insured or Anyone We insure under this policy for Bodily Injury that such person causes to another official or employee of the same employer if injured in the scope of their employment;
2. Any person or organization, or their agents or employees (but not the Named Insured's employees while in the scope of their employment) who are involved in the manufacture or repair of Aircraft, Aircraft engines, Aircraft parts or accessories, or in the operation of an Aircraft electronic repair shop, airport, hangar, Aircraft sales agency, airline, Aircraft rental service, commercial flying service, air taxi or charter flying service, flying club or flying school if an Occurrence arises because of their operations;
3. A student pilot, other than the Named Insured, or any person or organization renting or leasing the Aircraft or any person operating the Aircraft with the actual or implied knowledge or consent of said student pilot, individual or organization renting or leasing the Aircraft.

**(E) INSURED'S DUTIES. (what Insureds must do):** In the event of an Occurrence the Insured must:

1. immediately notify Us at Our address, which is shown in Item 1(A) of the Declarations; this notice must identify the Named Insured, and contain details of the Occurrence including the time, place and circumstances and the names and addresses of any injured people and witnesses.
2. if claim is made or suit is filed against the Named Insured or Anyone We insure under this policy, the person or organization insured must immediately notify Us by telephone or telegraph and forward the suit or claim and any demand, notice, summons, or other legal document to Us at Our address, which is shown in Item 1(A) of the Declarations.

**(F) SUIT OR ACTION AGAINST US: (This does not apply to Section Three (A) Coverage E Medical Payments.)** Nobody We insure under this policy may sue Us to recover payment under this Section Three of the policy, until all the terms of the policy have been complied with and a court has entered a judgment against the Named Insured or against any one We insure under this policy.

Nobody We insure under this policy may bring Us into any legal action to determine their liability or the liability of the Named Insured or of Anyone We insure.

If the Named Insured or Anyone We insure files bankruptcy or becomes insolvent, this does not relieve Us of Our obligations under this policy.

**(G) FINANCIAL RESPONSIBILITY LAWS.** If this policy is certified as proof of financial responsibility under any Aircraft financial responsibility law, the coverages provided by this policy will comply with

the provisions of that law but only to the extent of the coverage and limits of liability required by such law, but in no event in excess of the limits of liability shown in this policy. The Named Insured and Anyone We insure under this policy must pay back to Us any payment We make which We would not have had to make under this policy if it had not been for this paragraph.

**(H) MEDICAL REPORTS:**

1. **Proof and Payment of Claim (Applies to medical payments only):** As soon as possible the injured person(s) or someone on their behalf must give Us written proof of claim, under oath if We require, and must, if We request, authorize Us to obtain medical reports and copies of records. The injured person(s) must submit to physical examination by a physician selected by Us when and as often as We may reasonably request. We will pay the injured person(s) or any person(s) or organization rendering the services but this payment will be deducted from the amount payable for the injury under coverages A, C or D. Payment for medical examination does not mean that We admit liability for the injury.
2. **Action Against Us (Applies to Medical Payments only):** Legal action against Us for medical payments cannot be made unless the Named Insured or Anyone We insure has done everything We require to be done and at least 60 days must have passed since the proof of claim has been given to Us.
3. **Other Insurance (Applies to Medical Payments only):** With respect to Section One General Condition (N) (Insurance for newly acquired Aircraft and deletion of Aircraft) and Section Three (B) Special Provision 2 (Use of other Aircraft), the Insurance provided by Section Three (A) Coverage E (medical payments) is excess insurance over any other valid medical payments insurance that the Named Insured or Anyone We insure under this policy can collect.
4. We do not admit that the Named Insured or Anyone We insure under this policy has any legal liability by making medical expense payments.

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
Issued to The California State University  
By Westchester Fire Insurance Company

**PILOTS WHO MAY FLY THE AIRCRAFT**  
For use with Aircraft Policy AC 102 (11-98)

The Aircraft may only be flown by the pilots listed below provided that those pilots have all the qualifications shown in this endorsement and provided also that all pilots are properly certificated, rated and qualified under the current F.A.A. regulations which apply to the operation of the Aircraft.

Any pilot as approved by the Named Insured operating under Part 107 guidelines

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Authorized Representative

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
Issued to The California State University  
By Westchester Fire Insurance Company

**ADDITIONAL INSURED ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

In consideration of an additional premium of \$ Included, We agree that the Coverages provided under Section Three shall also insure the following as an additional insured:

**NAME:**

Any person or organization when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy, but only if such contract or agreement has been executed prior to the "occurrence" or offense resulting in injury or damage to which the insurance applies.

**ADDRESS:**

but only with respect to the operation of the following Aircraft by the Named Insured; it is warranted that the above additional insured has no operational interest in the Aircraft.

F.A.A.  
CERTIFICATE  
NUMBERS:

The insurance provided by this endorsement does not:

- (1) Apply to any Section Three Coverage which has not been purchased by the Named Insured (see Item 8. Of the the Declarations);
- (2) Apply to any Section Three Coverage or provision which the policy shows as being for the benefit of the Named Insured only;
- (3) Reduce any of Our rights of action or recovery against the above Additional Insured relating to their operations as manufacturers, suppliers or servicing agents where We would have had those rights if this endorsement had not been issued;
- (4) Increase Our limit of liability shown in Item 8. of the Declarations beyond the amount We would have paid if only the Named Insured was insured under this Policy.

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Authorized Representative

This Endorsement effective July 1, 2021  
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By Westchester Fire Insurance Company

### **NON-OWNED AIRCRAFT LIABILITY ENDORSEMENT**

(For use with Aircraft Policy AC 102 11-98)

In consideration of an additional premium of \$Included, it is agreed such insurance as is provided by Section Three of this Policy is extended to include Aircraft which are used by the Named Insured but which are not owned by the Named Insured.

The insurance provided by this endorsement is subject to the following terms:

1. The following amendments are made to this Policy:
  - (a) Paragraph 1 of General Condition (N) of Section On (Insurance for Newly Acquired Aircraft and Deletion of Aircraft) is deleted;
  - (b) Paragraph 2 of Item (B) of Section Three (Use of Other Aircraft) is deleted;
  - (c) General Condition (F) of Section One (Other Insurance) is deleted and replaced by the following:

If the Named Insured has any other available insurance which will pay for an Occurrence insured under this endorsement, We will only pay in excess of that other insurance.
2. The insurance provided by this endorsement does not apply to:
  - (a) Aircraft in which the Named Insured has an interest either as owner or financially;
  - (b) Aircraft which are leased for a period of Thirty (30) days or more to the Named Insured or to:
    - (i) any member of the Named Insured's household or family, if the Named Insured is an individual;
    - (ii) any executive officer or partner, or member of an executive officer's or partner's household or family, if the Named Insured is a corporation or partnership;
  - (c) Any claims, nor provided any defense for claims, arising out of any product manufactured, sold, handled or distributed by the Named Insured;
  - (d) Aircraft which have total seating capacity, including crew seats, of more than: 0
  - (e) Any claims for loss of or damage to the Aircraft nor for any claims because the Aircraft cannot be used. Neither will We provided any defense for these claims.

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Authorized Representative

This Endorsement effective July 1, 2021  
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By Westchester Fire Insurance Company

**WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (Aviation)**  
(For use with Aircraft Policy AC 102 11-98)

It is understood and agreed that exclusion (G) of Section One of policy form AC 102 (11-98) (War and Other Perils Exclusion Clause) is deleted and replaced with the following:

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 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) Hijacking 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 geographical limits of this policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engine shut down and under no duress).

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Authorized Representative

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
Issued to The California State University  
By Westchester Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT  
(AVIATION LIABILITIES)**

In exchange for the premium shown in the Schedule below, we agree that:

1. Paragraphs (a), (c), (d), (e), (f) and (g) of endorsement AC 110 (11-98) do not apply to Section Three of this policy, SUBJECT TO all terms and conditions of this endorsement.
2. The most we will pay under this endorsement for:
  - (a) all "bodily injury" (except "bodily injury" to "passengers") and "property damage" combined is the Aggregate Limit shown in the Schedule below; and
  - (b) "bodily injury" to "passengers" is the applicable Limit(s) of Liability shown in the Declarations.

The Aggregate Limit shown in the Schedule below is included within, and is not in addition to, the Limits of Liability shown in the Declarations.

3. The following definition is added to the policy:

"Certified act of terrorism" means an act certified by the Secretary of the Treasury, in concurrence with:

- (a) the Secretary of State; and
- (b) the Attorney General of the United States of America,

to be an act of terrorism pursuant to the Terrorism Risk Insurance Act ("TRIA"). The criteria for a "certified act of terrorism" include that the act:

- A. resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
- B. is a violent act or an act that is dangerous to:
  - (a) human life; or
  - (b) property or infrastructureand is part of an effort to:
  - (c) coerce the civilian population of the United States of America; or
  - (d) influence the policy or affect the conduct of the United States Government by coercion.

This Endorsement effective July 1, 2021  
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Issued to The California State University  
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4. This endorsement does not apply to:
- (a) any damage to property on the ground while outside:
    - (i) Canada, or
    - (ii) the United States of America,unless caused by or arising out of the use of aircraft;  
or
  - (b) "Certified Acts of Terrorism", if the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement", is attached to this policy.
5. If the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:
- (a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and
  - (b) our insurer deductible under TRIA is met,
- we are not liable for such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.

All other terms and conditions of this policy remain unchanged.

#### SCHEDULE

Aggregate Limit: \$ 50,000,000

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Authorized Representative

Endorsement No. 005

AC 112A (02-08)

Page 2 of 2

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
Issued to The California State University  
By Westchester Fire Insurance Company

**EXPERIMENTAL / RESTRICTED CATEGORY AIRCRAFT ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium at which this policy is written, it is understood and agreed that the requirements of this policy for the Aircraft to have a Standard Airworthiness Certificate are deleted, provided the Aircraft is licensed under either an Experimental or Restricted Airworthiness Certificate.

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Authorized Representative

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
Issued to The California State University  
By Westchester Fire Insurance Company

**MEDICAL SERVICES LIMITATION ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

It is understood and agreed that We will not provide insurance nor defense under this policy for claims because of Bodily Injury:

1. Arising from the rendering of any medical or surgical treatments or professional services, by any doctor, nurse or other professional attendant, or the omission of such services or treatments.
2. Arising from the aggravation of any existing injury or condition of any Passenger.
3. To any corpse being carried in the Aircraft, but We will provide insurance and defense for such injury under Property Damage coverage.
4. Caused by or resulting in any manner from the transportation of blood or human organs.

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Authorized Representative

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
Issued to The California State University  
By Westchester Fire Insurance Company

**WAIVER OF SUBROGATION ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

In consideration of an additional premium of \$Included, it is understood and agreed that We waive Our rights of recovery, as provided for under General Condition (E) of Section One of this policy, against the undernoted but only with respect to the insurance provided under Section Two of this policy.

This endorsement does not waive any of Our rights of action or recovery relating to operations as manufacturers, suppliers or servicing agents.

**Name:**

In favor of any person or organization when you and such person or organization have agreed in a written contract or agreement to waive your rights of subrogation against the person or organization, but only if such written contract or agreement has been executed prior to the "occurrence" or offense resulting in injury or damage to which this insurance applies.

**Address:**

**City/State:**

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Authorized Representative

Endorsement No. 008

AC 138 (11-98)

Page 1 of 1

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
Issued to The California State University  
By Westchester Fire Insurance Company

#### NUCLEAR RISKS EXCLUSION CLAUSE

- (1) This Policy does not provide insurance under any part of this Policy or provide defense under any part of this Policy:
  - (i) loss of or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (ii) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from:
  - (a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
  - (c) ionizing radiations or contamination by radioactive form, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
- (2) It is understood and agreed that such radioactive material or other radioactive source in paragraph (1)(b) and (c) above shall not include:
  - (i) depleted uranium and natural uranium in any form;
  - (ii) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational, or industrial purpose.
- (3) This Policy, however, does not provide insurance or provide defense for loss of or destruction to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
  - (i) the Insured under this Policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - (ii) any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - (iii) the Insured under this Policy is, or had this Policy not been issued would be, entitled to indemnification from any government or agency thereof.
- (4) Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph (2) shall (subject to all other terms, conditions, limitations, warranties and exclusions of this Policy) be covered, provided that:

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 By Westchester Fire Insurance Company

NUCLEAR RISKS EXCLUSION CLAUSE (CONT'D.)

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

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

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

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Authorized Representative

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**AIRCRAFT ADDITIONAL EQUIPMENT ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

In consideration of the additional premium shown in the schedule of this endorsement, it is agreed that the definition of "Aircraft" is amended to include the equipment scheduled in this endorsement, hereinafter called equipment, which may be attached to any "Aircraft" insured hereunder.

At such times as the equipment is attached to an "Aircraft" the amount of insurance applicable to the "Aircraft" as stated in item 9 of the declarations shall be automatically increased by the amount of insurance shown in the schedule of this endorsement subject to the applicable deductibles. The deductible shown in the schedule of this endorsement shall apply to each and every loss, including fire and theft, sustained by said equipment when it is removed from the "Aircraft".

SCHEDULE

Scheduled Equipment Equipment attached to DJI Matrice 200 V2

Serial Number TBA

Amount of Insurance \$ 5,197

Deductible \$ 520

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Authorized Representative

This Endorsement effective July 1, 2021  
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By Westchester Fire Insurance Company

DATE RECOGNITION EXCLUSION ENDORSEMENT  
(For use with Aircraft Policy AC 102 11-98)

We will not provide insurance under any part of this policy or provided defense under any part of this policy for any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

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

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

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

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

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

and any provision in this Policy concerning our duty to investigate or defend claims shall not apply to any claims so excluded.

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Authorized Representative

This Endorsement effective July 1, 2021  
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By Westchester Fire Insurance Company

DATE RECOGNITION LIMITED COVERAGE ENDORSEMENT  
(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium at which this policy is written, it is understood and agreed that the Date Recognition Exclusion Endorsement AC161 (11-98) shall not apply to any coverage provided under:

1. Section Two (Aircraft Physical Damage), of this policy;
2. Section Three (Insurance for Liability to Others) of this policy for;
  - (a) accidental Bodily Injury (fatal or otherwise) to Passengers directly caused by an accident to the Aircraft; and/or
  - (b) loss of or damage to baggage and personal articles of Passengers, mail and cargo directly caused by an accident to the Aircraft; and/or
  - (c) accidental Bodily Injury (fatal or otherwise) or accidental Property Damage directly caused by an accident to the Aircraft or by any person or object falling therefrom;

For the purposes of this paragraph 2, the word "accident" means a sudden event, during the policy period, which is neither expected nor intended by the Named Insured or Anyone We insure under this policy, that involves the Aircraft.

**provided that:**

1. Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, warranties, exclusions and cancellation provisions of the policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the policy.
2. Nothing in this endorsement shall provided any coverage in respect of grounding of any Aircraft.
3. The Insured recognizes that We consider the information provided by the Insured in the application form, and/or other documentation provided, to be material to our decision to issue this endorsement. The Insured further agrees that it has a continuing obligation to disclose in writing to Us during the policy period any additional material facts relating to the Date Recognition Conformity of the Insured's operations, equipment and products.

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Authorized Representative

This Endorsement effective July 1, 2021  
forms part of Policy Number AAC N16737446 005  
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By Westchester Fire Insurance Company

**AMENDMENT TO INCLUDE COVERAGE FOR CERTIFIED ACTS OF TERRORISM;  
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**AIRCRAFT POLICY**

1. No exclusion of terrorism contained in this policy applies to a "certified act of terrorism".
2. In the event that aggregate insured losses certified under the federal Terrorism Risk Insurance Act (hereafter "TRIA") exceed \$100 billion in a calendar year and we have met our insurer deductible under TRIA, we are not liable for payment for any part of such losses that exceed \$100 billion.  
  
In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America.
3. "Certified act of terrorism" means an act certified by the Secretary of the Treasury in accordance with the provisions of TRIA, to be an act of terrorism pursuant to TRIA. The criteria for a "certified act of terrorism" include the following:
  - A. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
  - B. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is art of an effort to coerce the civilian population of the United States of America or to influence the policy or affect the conduct of the United States Government by coercion.
4. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

Subject otherwise to all terms and conditions of this policy to which this endorsement is attached.

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Authorized Representative

This Endorsement effective July 1, 2021  
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXTENDED COVERAGE - WAR, HI-JACKING AND OTHER PERILS ENDORSEMENT  
(AIRCRAFT PHYSICAL DAMAGE COVERAGE)**

In exchange for the premium shown in the Schedule below, we agree that:

1. Paragraphs (a), (c), (d), (e), (f) and (g) of endorsement AC 110 (11-98) do not apply to Section Two of this policy SUBJECT TO all terms and conditions of this endorsement.

2. The following definition is added to the policy:

"Certified act of terrorism" means an act certified by the Secretary of the Treasury, in concurrence with:

(a) the Secretary of State; and

(b) the Attorney General of the United States of America,

to be an act of terrorism pursuant to the Terrorism Risk Insurance Act ("TRIA").

The criteria for a "certified act of terrorism" include that the act:

A. resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

B. is a violent act or an act that is dangerous to:

(a) human life; or

(b) property or infrastructure

and is part of an effort to:

(c) coerce the civilian population of the United States of America; or

(d) influence the policy or affect the conduct of the United States Government by coercion.

3. This endorsement does not apply to "Certified Acts of Terrorism" if the Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement is attached to this policy.

4. If the "Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism Endorsement" is not attached to this policy, then if:

(a) aggregate insured losses certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31); and

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(b) our insurer deductible under TRIA is met,

we are not liable for such losses that exceed \$100 billion.

In such case insured losses up to that amount will be pro-rated according to the procedures established by the Secretary of the Treasury of the United States of America..

All other terms and conditions of this policy remain unchanged.

### **SCHEDULE**

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Authorized Representative

### POLLUTION ENDORSEMENT

1. SECTION THREE (C) EXCLUSIONS, is amended by deleting exclusion 1. and inserting the following:

1. **Noise and pollution and other perils.**

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

- (a) noise(whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith;
    - (b) "Pollution" or contamination of any kind whatsoever;
    - (c) electrical or electromagnetic emission or interference of any kind whatsoever;
    - (d) interference with the use of property;
    - (e) any direction, obligation, request, demand, order, or statutory or regulatory requirement, or any voluntary decision to do so, that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of "Pollutants" or "Waste".

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

2. SECTION ONE, GENERAL DEFINITIONS, is amended as follows:

- a. Definition (D), the definition of "Bodily Injury", shall be amended by adding the following:

"Bodily injury" also means fear of bodily injury, sickness or disease and, if arising out of the foregoing, mental anguish including death resulting therefrom.

- b. The following definitions are added:

"Pollution" means the mere presence of "Pollutants" in any form, as well as the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of "Pollutants" in any form.

"Pollutants" include, without limitation, solid, liquid, gaseous or thermal irritants, any air emission, contaminant, smoke, vapor, soot, fume, acid, alkali, chemical, "waste", or any material alleged to be a possible or probable carcinogenic, odor, waste water, oil or other petroleum product, infectious or medical waste, asbestos or asbestos product, fungus (including mold or mildew or any mycotoxin, spore, scent or byproduct produced or released by fungi, other than any fungi intended by the insured for consumption).

"Waste" includes materials to be recycled, reconditioned or reclaimed, whether or not the material has been disposed of by you or any person handling the waste.

All other terms and conditions of this Policy remain unchanged.

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Authorized Representative

This Endorsement effective July 1, 2021  
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## **LIMITED TERRORISM COVERAGE ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

### **AIRCRAFT POLICY**

1. Any terrorism exclusion in this policy shall not apply to an "act of terrorism" which:
  - (a) results in losses no greater than \$5,000,000 in the aggregate, attributable to all types of insurance; and
  - (b) is not otherwise excluded by this policy.
  
2. Additional definition:

"Act of terrorism" means an act that is:

  - (a)
    - (1) dangerous to human life; or
    - (2) property; or
    - (3) infrastructure; and
  - (b) committed by an individual or individuals; and
  - (c) seen as part of an effort to:
    - (1) coerce a civilian population; or
    - (2) influence the policy or affect the conduct of any government by coercion.
  
3. Multiple "acts of terrorism" which occur in a seventy-two hour period and which appear to:
  - (a) be carried out in concert; or
  - (b) have a related purpose; or
  - (c) have common leadershipshall be deemed one "act of terrorism".

All other terms and conditions of this policy remain unchanged.

This Endorsement effective July 1, 2021  
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**PERSONAL INJURY EXTENSION ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium shown in the Schedule of this endorsement, it is agreed that:

1. SECTION ONE, GENERAL DEFINITIONS is amended as follows:

a. Subsection (D), the definition of "Bodily Injury", is amended by adding the following:

"Bodily Injury" also means Personal Injury, but solely with respect to coverage under Coverage D of Section Three, Insurance for Liability to Others, at subsection (A), What We Insure.

b. The following new definition is added:

"Personal Injury" means injury arising out of:

- (1) False arrest, detention or imprisonment
- (2) Malicious prosecution
- (3) 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;
- (4) Slander, libel or defamation;
- (5) Oral or written material that violates a person's right to privacy; or
- (6) Misdirection of a passenger by the Named Insured or Anyone We insure under this policy to the wrong aircraft, automobile or connection transportation.

However, Personal Injury shall not include injury arising out of the past, present or future employment of a person by the Named Insured or Anyone We insure under this policy.

2. Solely with respect to the coverage for Personal Injury provided by section 1 of this endorsement SECTION THREE, INSURANCE FOR LIABILITY TO OTHERS, is amended by adding the following to subsection (C ) EXCLUSIONS (What we will not pay for):

In addition to the other exclusions in this subsection (C) EXCLUSIONS (What we will not pay for), the following exclusions apply to Personal Injury:

These exclusions are in addition to those shown under Section One.

This policy does not cover any loss, damage and liability directly or indirectly occasioned by, happening through or in consequence of:

- > advertising, publishing, broadcasting, webcasting, or telecasting the goods, products or services of the Named Insured or Anyone We insure under this policy;
- > the oral or written publication of material if done by or at the direction of the Named Insured or of Anyone We insure under this policy with knowledge of its falsity; or in consequence of the oral or written publication of material if first published before the inception of the policy period;

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### PERSONAL INJURY EXTENSION ENDORSEMENT CONTINUED

- > the oral or written publication of material if first published before the inception of the Policy Period;
- > the willful violation of a statute or ordinance if violated by or with the consent of the Named Insured or of Anyone We insure under this policy;
- > liability of Anyone assumed by the Named Insured or Anyone We insure under any oral or written contract or agreement. However, this exclusion shall not apply to the extent liability of the Named Insured or Anyone We insure under this policy would exist in the absence of such contract or agreement;
- > an offense committed, attempted, or allegedly committed or attempted, in a state which does not recognize a cause of action for that offense based in negligence.

Nor does this policy cover any loss, damage and liability directly or indirectly sustained by the Named Insured.

3. Solely with respect to the coverage for Personal Injury provided by section 1 of this endorsement SECTION THREE, INSURANCE FOR LIABILITY TO OTHERS, is amended at subsection by adding the following to COVERAGE D in subsection (A) WHAT WE INSURE:

Notwithstanding anything to the contrary in this Coverage D, the maximum amount We will pay for all loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of Personal Injury under this policy is the amount shown in the Schedule below, which is part of, and not in addition to, the applicable limit of liability for Bodily Injury in Item 8 of the Declarations (liability coverages, limits of liability and premiums).

Such maximum limit of liability for Personal Injury applies:

- a. regardless of the number of insured parties, legal actions, claims made or suits brought, or the number of natural persons or organizations making claims or bringing legal actions or suits;
- b. separately to each consecutive annual period of insurance and to any remaining period of less than 12 months starting with the beginning of the Policy Period as shown in the Declarations, unless the Policy Period is extended after issuance of this policy for a period of less than 12 months. In that event, the additional period will be deemed part of the preceding period for the purposes of determining the Limit of Liability.
- c. in excess over any other insurance, whether primary, excess, contingent or on any other basis, notwithstanding the provisions of SECTION ONE, GENERAL CONDITIONS, General Condition (F) OTHER INSURANCE.

We will pay only our share of the covered amount of the claim, if any, in excess of:

- (1) the total amount of all other insurance which would pay for the claim in the absence of this policy; and

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**PERSONAL INJURY EXTENSION ENDORSEMENT CONTINUED**

(2) the total amount of all deductible and self insured sums under all of the other insurance.

We will share the remaining covered amount of the claim, if any, with any other insurance that is not described in this paragraph c and that was not bought specifically to apply in excess of the limits of liability hereunder for Personal Injury.

d. Subsection (B)1(a) of SECTION THREE, INSURANCE FOR LIABILITY OF OTHERS, of this policy shall not apply with respect to any claim, suit or legal action as to which any other insurer has a duty to defend. If no other insurer defends, We will defend, but are entitled to all the rights of the Named Insured and Anyone else that We insure under this policy, against all of those other insurers.

**SCHEDULE**

The following Limits apply to the Coverage for Personal Injury provided as opposed to the Limits shown under Item 8 on the Declarations.

COVERAGES	LIMITS OF LIABILITY US\$	
(1) Bodily Injury Excluding Passengers	\$ 50,000,000	each person each Occurrence and in the aggregate
(2) Property Damage	\$	each Occurrence and in the aggregate
(3) Passenger Bodily Injury	\$	each person each Occurrence and in the aggregate
(4) Single Limit Excluding Passengers	\$	each Occurrence and in the aggregate
(5) Single Limit Including Passengers	\$	each Occurrence and in the aggregate
(6) Single Limit Including Passengers	\$	each Occurrence and in the aggregate, but with Passenger Bodily Injury limited to the following amount per passenger, which limit is within the above aggregate and not in addition thereto.
Limit any one Passenger	\$	

ADDITIONAL PREMIUM for Personal Injury Extension: \$ Included

All other terms and conditions remain unchanged.

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 Authorized Representative

This Endorsement effective July 1, 2021  
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**KNOWLEDGE, CONSENT AND UNINTENTIONAL FAILURE TO REPORT  
ENDORSEMENT**

(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium at which this policy is written, it is understood and agreed that:

1. Section Three, Insurance for Liability to Others, is amended at subsection (E), Insured's Duties (what Insureds must do), by adding the following part:

In the event of an Occurrence, claim or suit, knowledge of an Occurrence by an agent servant or employee of the Named Insured or Anyone We insure under this policy shall not constitute knowledge by the Named Insured or Anyone We insure under this policy, unless an executive officer, partner, proprietor or risk manager of such named Insured or Anyone We insure under this policy has knowledge or reasonably should have known of the Occurrence.

2. Section One, General Conditions, is amended at Condition B, Representations, by adding the following parts :

An unintentional failure to disclose material facts by the Named Insured or Anyone we insure under this policy shall not be a basis for denial of any coverage, provided that such unintentional failure is corrected immediately upon discovery by an executive officer partner, proprietor or risk manager of the Named Insured or Anyone We insure under this policy.

An unintentional failure to submit reports or contracts or comply with notices, except those required under Section Three, Insurance for Liability to Others, subsection (E), Insured's Duties (what insureds must do), shall not be a basis for denial of any coverage, provided that such unintentional failure is corrected immediately upon discovery by an executive officer, partner, proprietor or risk manager of the Named Insured or Anyone We insure under this policy.

All other terms and conditions remain unchanged.

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Authorized Representative

This Endorsement effective July 1, 2021  
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**DELETION OF FELLOW EMPLOYEE ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

In consideration of the premium at which this policy is written, it is understood and agreed that Section Three, Insurance For Liability To Others, is amended at Subsection (D), Who is insured under this section of the policy, by deleting sub-part 1.

All other terms and conditions remain unchanged.

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Authorized Representative

This Endorsement effective July 1, 2021  
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**COVERAGE TERRITORY ENDORSEMENT**  
(For use with Aircraft Policy AC 102 11-98)

It is agreed that the Declarations are amended at Item 12, Territory (Where insurance is provided under this policy), by deleting the words "in the United States of America (excluding Alaska), Canada and Mexico" and replacing them with "anywhere in the world".

All other terms and conditions remain unchanged

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Authorized Representative

This Endorsement effective July 1, 2021  
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### **CANCELLATION NOTIFICATION CHANGE ENDORSEMENT**

It is understood and agreed that Section One, General Conditions, subsection (I), Cancelling This Policy, is amended by deleting "30" and replacing it with 120 however, this amendment shall not operate to change any provisions of any statutory cancellation requirements unless more beneficial to the Named Insured.

All other terms and conditions remain unchanged

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Authorized Representative

This Endorsement effective July 1, 2021  
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By Westchester Fire Insurance Company

### LIMITED ENHANCED COVERAGE ENDORSEMENT - CALIFORNIA

In consideration of the premium paid it is agreed that:

1. SECTION ONE, GENERAL DEFINITIONS is amended at subsection (G) "Disappearance", by deleting the number "60" and replacing it with the number "30".
2. The following changes are made to SECTION ONE, GENERAL EXCLUSIONS:
  - a. Subsection (A) PILOTS is amended by adding the following:

However, this exclusion shall not apply to the Named Insured or Anyone We insure under this policy who did not know and reasonably should not have known that the Aircraft was being operated by a pilot who was not so qualified or so certificated, rated and qualified.
3. The following changes are made to SECTION ONE, GENERAL CONDITIONS:
  - a. Subsection (E) OUR RIGHT OF RECOVERY is amended by adding the following:

However, We will not exercise our right of recovery under this provision with respect to any oral agreement between the Named Insured and a hangar or airport manager for the temporary storage or minor servicing of the Aircraft when away from their regular base.
  - b. Subsection (I) CANCELLING THIS POLICY is deleted in its entirety.
  - c. Subsection (N) INSURANCE FOR NEWLY ACQUIRED AIRCRAFT AND DELETION OF AIRCRAFT is amended as follows:
    1. Part 1.(b) is deleted and replaced with the following:
      - (b) We are advised of the acquisition of the new Aircraft within 90 days of the date that it was acquired.
    2. Part 1.(c) is deleted and replaced with the following:
      - (c) The newly acquired Aircraft has a maximum seating capacity of no more than 20 total seats including crew.
    3. The words "the highest amount of insurance for an Aircraft shown under Item 9. of the Declarations (description of Aircraft)" are deleted from part 1.(d) and replaced with the following:

150% of the highest amount of insurance of an Aircraft shown under Item 9. of the Declarations (Description of Aircraft), but in no event greater than \$10,000,000.
  - e. The following new conditions are added:

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#### AUTOMATIC INCREASE IN AMOUNTS OF INSURANCE AND SEATING CAPACITIES

We will provide automatic coverage for:

- (a) Increases or reductions in Amounts of Insurance to 150% of the highest Amount of Insurance of an Aircraft shown under Item 9. of the Declarations (Description of Aircraft), but in no event greater than \$10,000,000.
- (b) Increases or decreases in Aircraft Seating Capacity to a maximum of 20 total seats, including crew, any one Aircraft.

However, such changes must be reported to Us within 90 days, and the Named Insured agrees to pay any additional premium or receive return premium which becomes due as consequence of such changes.

#### INADVERTENT ERRORS

The insurance provided by this policy shall not be prejudiced or invalidated by any inadvertent error in the name or description of persons, aircraft, equipment, location or services insured or to be insured, provided that any such error is corrected as soon as it is known by an executive officer or designated risk manager of the Named Insured.

- 4. SECTION TWO, AIRCRAFT PHYSICAL DAMAGE is amended by adding the following to Subsection (B) DEDUCTIBLE:

We will not apply any deductible with respect to loss of or damage to an Aircraft due to fire, lightning or theft.

- 5. SECTION THREE, INSURANCE FOR LIABILITY TO OTHERS, is changed as follows:

- a. Subsection (A) WHAT WE INSURE is amended by deleting the words "But We will only pay for these claims if they arise from the ownership, maintenance or use of the Aircraft" and replacing them with the following:

But We will only pay for these claims if they arise out of the:

- 1. Ownership, maintenance or use of the Aircraft;
- 2. Sale of an Aircraft shown under Item 9. of the Declarations; or
- 3. Sale of aircraft parts, and, on a non-profit basis, the sale of fuel, oil, food, beverages, accessories, equipment, maintenance or services to someone else in connection with the Named Insured's aviation operations.

- b. Subsection (B) SPECIAL PROVISIONS is amended by adding the following new part to provide coverage for Runway Foaming, Search and Rescue:

Runway Foaming, Search and Rescue.

We will pay a maximum of \$250,000 each Occurrence for expenses incurred for the use of foam on a runway for an Aircraft insured under this policy. We will also pay a maximum of \$1,000,000 each Occurrence for search and rescue operations begun by the Named Insured or Anyone We insure under this policy.

Endorsement No. 022

c. Subsection (C) EXCLUSIONS (What we will not pay for) is amended as follows:

1. The following is added to subsection 4. Property:

Parts (a) and (b) of this exclusion shall not apply to Property Damage to hangars and their contents that you do not own.

2. Parts (a) and (b) of this exclusion shall not apply to:

Aircraft, while in your care, custody or control, however, this coverage extension does not apply to "property damage" to aircraft:

(a) you own, rent or lease; or

(b) on loan to you;

(c) while "in flight"; or

(d) for which the Insured is obligated to pay damages due to liability assumed in a contract or agreement. This exclusion does not apply to liability that would have existed in the absence of the contract or agreement.

3. Parts (a) and (b) of this exclusion shall not apply to Property Damage to "cargo" however such coverage as is afforded for property damage to "cargo" does not apply to:

(a) accounts, deeds, evidences of debt, mail, money, notes, securities, bullion, credit cards;

(b) furs, fur garments, jewelry, precious stones;

(c) valuable papers and records, paintings, statuary or other works of art, or other articles of extraordinary value;

(d) baggage, luggage, wearing apparel or Personal Belongings of Passengers;

(e) live animals, birds, reptiles, fish or plants;

(f) any property in storage whether incidental to transportation or not; or

(g) Property Damage caused by or resulting from:

(i) delay, loss of market, loss of use, or any consequential loss;

(ii) gradual deterioration, moths, vermin, inherent vice, marring or scratching;

(iii) misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Named Insured or Anyone We insure under the Policy or any of the agents or employees of the Named Insured or Anyone We insure under the Policy; or

(iv) any deviation from a contract of affreightment or cost or expense of defending against the same.

d. Subsection 6. Assumed Liability is deleted and replaced with the following:

6. Assumed Liability. This policy does not insure claims, nor provide defense for claims, if, the Named Insured or Anyone We insure under this policy has made an agreement:

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- (a) which will benefit Passengers, or their heirs; or
- (b) which will benefit any manufacturer of an Aircraft; or
- (c) with respect to any Occurrence resulting from a major alteration or repair to an Aircraft; or
- (d) which is an oral agreement between the Named Insured or Anyone We insure under this policy and another party, unless the agreement is required by statute or ordinance or by any rule or regulation made by a federal, state, county or municipal authority as a condition of use of any airport that pertains to the temporary storage or minor servicing of an Aircraft when away from its regular base.

But this exclusion does not apply to legal liability which would have existed whether or not the agreement was executed.

With respect to agreements that are not excluded by this exclusion 6., any agreement entered into (except for the use of an airport or facilities at an airport) must be forwarded to Us within 30 days after receipt by the Named Insured or the Named Insured's representative, but inadvertent failure to forward such agreement within the aforesaid time frame will not invalidate coverage hereunder, provided that it is corrected and forwarded to Us as soon as the inadvertent failure is known by an executive officer or designated risk manager of the Named Insured.

e. Subsection (E) INSURED'S DUTIES is deleted and replaced with the following:

(E) DUTIES OF THE NAMED INSURED OR ANYONE WE INSURE UNDER THIS POLICY: In the event of an Occurrence, the Named Insured or Anyone We insure under this policy must:

- 1. immediately notify Us at Our address, which is shown in Item 1(A) of the Declaration; this notice must identify the Named Insured, and contain details of the Occurrence including the time, place and circumstances and the names and addresses of any injured people and witnesses.
- 2. if claim is made or suit is filed against the Named Insured or Anyone We insure under this policy, the person or organization insured must immediately notify Us by telephone, e-mail or facsimile transmission and forward the suit or claim and any demand, notice summons, or other legal document to Us at Our address, which is shown in Item 1 (A) of the Declarations.

f. The insurance provided by Coverage A will also apply to those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" and "property and damage" caused by an "occurrence" arising out of the Insured's ownership, maintenance or use of "mobile equipment". The insurance provided by this sub-paragraph 2.e. will be excess over any other insurance available to the Insured.

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- g. The terms and conditions of the U.S. Department of Defense's Use of Military installations Form DD 2400 endorsement are incorporated herein by reference.
  
- h. For purposes of this endorsement and Policy, "cargo" means the property of others, including mail, which is to be transported in the "aircraft". Coverage for cargo:
  - (a) begins at the time you, or your agent, accept the cargo; and
  - (b) continues until the cargo reaches its final destination or is transferred to a succeeding carrier or its agents, whichever comes first.
  
- i. Under Section Three, Coverage E. Medical Payments is changed to read as follows:

Coverage E pays for all reasonable medical and funeral expenses incurred by Passengers of the Aircraft or arising out of your ownership, maintenance, use or provision of premises in connection with your aircraft operations, but only if the expenses are incurred within a period of one year from the date of the Occurrence. The maximum amount We will pay for each person is shown under "each person" in Item 8.E. of the Declarations (medical payment). The maximum amount We will pay, as respects passengers of the aircraft, in Item 8.E. of the Declarations (medical payment), for "each Occurrence" is shown under "each Occurrence".

All other terms, conditions and exclusions of this Policy remain unchanged.

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Authorized Representative

**CALIFORNIA CHANGES - CANCELLATION  
AND NONRENEWAL**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

- A. Section (I) of the General Conditions is replaced by the following:
1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
  2. All Policies In Effect For 60 Days Or Less  
If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:
    - a. 10 days before the effective date of cancellation if we cancel for:
      - (1) Nonpayment of premium; or
      - (2) Discovery of fraud or material misrepresentation by:
        - (a) Any insured or his or her representative in obtaining this insurance; or
        - (b) You or your representative in pursuing a claim under this policy.
    - b. 30 days before the effective date of cancellation if we cancel for any other reason.
  3. All Policies In Effect For More Than 60 Days
    - a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:
      - (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
      - (2) Discovery of fraud or material misrepresentation by:
        - (a) Any insured or his or her representative in obtaining this insurance; or
        - (b) You or your representative in pursuing a claim under this policy.
      - (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (I) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (II) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for a reason listed in Paragraph 3.a. (1) or 3.a.(2); or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
  5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If We cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro-rata. The cancellation will be effective even if we have not made or offered a refund.
  6. If notice is mailed, proof of mailing will be sufficient proof of notice.

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B. The following is added and supersedes any provisions to the contrary:

#### NONRENEWAL

1. Subject to the provisions of Paragraph B.2. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first Named Insured shown in the Declarations and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. We are not required to send notice of nonrenewal in the following situations:
  - a. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
  - b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph B.1.
  - c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
  - d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
  - e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
  - f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph B.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

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Authorized Representative

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### **TRADE OR ECONOMIC SANCTIONS ENDORSEMENT**

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

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions of the policy remain unchanged.

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Authorized Representative

**MULTI-YEAR POLICY ENDORSEMENT**

Named Insured The California State University			Endorsement Number 025
Policy Symbol AAC	Policy Number N16737446 005	Policy Period July 1, 2021 to July 1, 2023	Effective Date of Endorsement July 1, 2021
Issued By (Name of Insurance Company) Westchester Fire Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:  
AIRCRAFT POLICY**

In consequence of this policy being issued on a multi-year basis, it is agreed that the following amendments are made as respects policy limits and deductibles and premium:

1. 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 Limits of Insurance.
2. 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..
3. The premium for the policy period hereon, shall be due and payable as follows:

July 1, 2021

July 1, 2022

All other terms and conditions remain unchanged.

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Authorized Representative