Claims Service: Delivering on Our Promise

At Global Aerospace, how we handle your claim is one way we can make the greatest difference to you. Our claims philosophy is to work closely with our customers to resolve claims promptly and efficiently. We never forget that we are judged by how well we respond to our customers' needs. Our reputation reflects our strong commitment to this responsibility.

Your insurance agent or broker can assist you with prompt reporting of all claims to expedite quick settlement and assure proper protection of your interests.

Global Aerospace maintains regional offices across the country and our seasoned claims professionals have a unique blend of aviation and insurance knowledge. In event of a loss, our expert advice and assistance will be immediately available to expedite repairs to damaged aircraft and to advise regarding any legal liability. Global Aerospace claims staff has the expertise, experience and authority to handle your claim.

Your insurance agent or broker and the Global Aerospace Aeroinsure Office should be notified immediately of the full details of any loss:

For Claims Service Contact:

Global Aerospace, Inc.
7400 W 110th Street
Suite 500
Overland Park, Kansas 66210

Phone: 913-451-9660
or
888-228-2281

e-mail: usclaims@aeroinsure.com

SAMPLE

This notice is provided to assist you in reporting a claim. It is not part of your policy, and neither this notice nor prompt reporting guarantees coverage or compliance with the terms and conditions of your policy. You are therefore urged to read your entire policy, and consult with your agent or broker for a full explanation of coverage.

Privacy Statement

How Aeroinsure US uses your personal information

We are dedicated to protecting your personal information and enhancing your experience on Aeroinsure US. Your personal information is used on Aeroinsure US to enable you to place policies of insurance. Following is further information about how we use your information. If you have any questions, please contact us at 888-228-0001.

Aeroinsure US is managed by Global Aerospace, Inc. in the United States.

All information on Aeroinsure US is protected by secure server software and we have stringent storage procedures in place to safeguard your data.

We use and process your personal information on our systems for the purposes of administration, satisfying orders, business development, trend analysis and marketing. We may disclose your personal information to the insurance producer representing you and any company that you use to access or submit an insurance application to us.

In order to provide you with the best possible service, we may contact you by telephone, e-mail, post or fax about products, services and special offers we believe may be of interest to you.

Except as described above, we do not share your personal information with any third parties.

SAMPLE

NON-OWNED AIRCRAFT LIABILITY INSURANCE

THROUGH

GLOBAL AEROSPACE, INC.

7400 W 110th Street
Suite 500
Overland Park, KS 66210
(888) 228-0001

FOR

BNO Specimen Policy

SAMPLE

ARRANGED BY:

WILDNET TEST BROKER
4 Spring St.
Andover, NE 85236

GUIDE TO THE PROVISIONS OF YOUR POLICY

This guide has been prepared to help you in reading your policy. It is not a part of the policy nor does it make reference to all the provisions which might affect your insurance. You are therefore urged to read the entire policy carefully.

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SAMPLE

DECLARATIONS OF POLICY NUMBER 9049146

POLICY NUMBER:
9049146

The insurance afforded by this policy is provided by separate insurers described below and hereinafter referred to as "the Company." The liability of these insurers is several and not joint and is specifically set out below.

THE INSURERS

American Alternative Insurance Corporation	Wilmington, Delaware	59.24%
American Commerce Insurance Company	Columbus, Ohio	10.00%
National Indemnity Company	Omaha, Nebraska	18.39%
Tokio Marine America Insurance Company	New York, New York	12.37%

DECLARATIONS

Item 1. (a) NAMED INSURED: BNO Specimen Policy

(b) ADDRESS OF NAMED INSURED: 7400 W 110TH STREET
OVERLAND PARK, KS 66210

Item 2. POLICY PERIOD:

From December 31, 2024 12:01 A.M. to December 31, 2025 12:01 A.M.

This insurance shall commence and cease on the dates and times shown. All times shown in the policy are local time at the address of the ***Named Insured*** set forth in Item 1 (b) above.

SAMPLE

Item 3. LIMITS OF THE COMPANY'S LIABILITY:

The limits of the Company's liability with respect to the insurance afforded hereunder shall be as follows:

COVERAGES	**LIMITS OF LIABILITY**
A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY	$500,000 each ***occurrence*** $100,000 each ***passenger***
PROPERTY DAMAGE TO	
NON-OWNED AIRCRAFT, afforded by endorsement BNON002a, if attached	$30,000 each ***occurrence***
Reimbursement to owner or lessor of physical damage deductible, afforded by endorsement BNON002a, if attached	$10,000 each ***occurrence***
B. MEDICAL EXPENSE	$1,000 each ***passenger***

Item 4. AIRCRAFT USE:

The insurance afforded by this policy does not apply to any ***Insured*** while a ***non-owned aircraft*** is being used with the knowledge or consent of such ***Insured*** for any purpose involving a charge intended to result in financial profit to such ***Insured*** unless otherwise indicated herein.

Item 5. PILOTS.

The insurance afforded by this policy does not apply while the ***non-owned aircraft*** is in ***flight*** unless the ***pilot in command*** is the ***Named Insured*** while holding a currently effective pilot certificate with ratings required for the ***flight*** issued by the ***Federal Aviation Administration***.

Item 6. PREMIUM:

TOTAL PREMIUM:	$482.00
KS Surcharge:	$0.00

SAMPLE

Endorsements forming a part of this policy on its effective date:
BNOE019
BNOE020
BNOE021b
BNOE041
BNOA002
BNOC002
BNOC022
BNOC025
BNOC056
BNOL001a
BNON001
BNON002a
BNOD004
BNOS020

SAMPLE

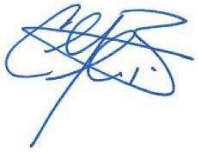
IN WITNESS WHEREOF, the Company has caused this policy to be executed on its behalf by Global Aerospace, Inc., but this policy shall not be valid unless signed by a duly authorized representative of Global Aerospace, Inc.



Kerry Roach, Secretary
Global Aerospace, Inc.



Jeffrey S. Bruno, President
Global Aerospace, Inc.



Countersignature (Where Required)

For Global Aerospace, Inc.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations made a part hereof and subject to all the terms of this policy including the applicable Limits of Liability, the Company agrees with the ***Named Insured*** with respect to those coverages indicated in Item 3. of the Declarations as follows:

INSURING AGREEMENTS

I. COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

The Company shall pay on behalf of the ***Insured*** all sums which the ***Insured*** shall become legally obligated to pay as damages because of ***bodily injury*** sustained by any person and ***property damage*** caused by an ***occurrence*** and arising out of the use of ***non-owned aircraft*** by or on behalf of the ***Named Insured***.

B. MEDICAL EXPENSE

The Company shall pay all reasonable ***medical expenses*** incurred within one year from the date of injury, to or for each ***passenger*** who sustains ***bodily injury*** caused by an ***occurrence*** and arising out of the use of ***non-owned aircraft*** by or on behalf of the ***Named Insured.***

II. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS (COVERAGE A)

The Company shall have the right and duty to defend any suit against the ***Insured*** seeking damages on account of such ***bodily injury*** or ***property damage***, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the Company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

During such time as the Company is obligated to defend a claim or claims under the provisions of the preceding paragraph, the Company will pay with respect to such claim, in addition to the applicable limit of liability:

(a) all expenses incurred by the Company, all costs taxed against the ***Insured*** in any suit defended by the Company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the ***Insured*** because of an ***occurrence*** or violation of a law or a regulation for civil aviation arising out of the use of the ***non-owned aircraft,*** not to exceed $2,500. per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the ***Insured*** for first aid to others at the time of an accident, for ***bodily injury*** to which this policy applies;

(d) all reasonable expenses incurred by the ***Insured*** at the Company's request, other than for loss of earnings or for wages or salaries of employees of the ***Insured***.

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EXCLUSIONS

This insurance does not apply:

(a) to liability assumed by the ***Insured*** under any contract or agreement, but this exclusion does not apply to the assumption by the ***Named Insured*** of the liability of others for ***bodily injury*** or ***property damage*** in any written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility;

(b) to any obligation for which the ***Insured*** or any carrier as his insurer may be held liable under any worker's compensation, unemployment compensation or disability benefits law, or under any similar law;

(c) to ***bodily injury*** to any employee of the ***Insured*** arising out of and in the course of his employment by such ***Insured***; but this exclusion does not apply to liability assumed by the ***Named Insured*** under any ***military or governmental agreement***;

(d) to ***property damage*** to property owned, occupied, rented or used by the ***Insured*** or in the care, custody or control of the ***Insured*** or as to which the ***Insured*** is for any purpose exercising physical control. This exclusion shall not apply to personal effects of ***passengers*** not to exceed $250. for each ***passenger*** in each ***occurrence***;

(e) to ***bodily injury*** or ***property damage*** arising out of the ***Named Insured's Products;***

(f) to ***bodily injury*** or ***property damage*** arising out of:

(1) noise, whether or not it is audible to the human ear, or vibration, including sonic boom or similar phenomena caused by the movement or operation of an aircraft or any of its parts; or

(2) any interference with the quiet enjoyment of property of others caused by the operation of an aircraft or any of its parts.

(g) to ***bodily injury*** or ***property damage*** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ***pollutants***:

(1) that are in or upon an aircraft;

(2) that are contained in any property that is in or upon an aircraft;

Paragraphs (f) and (g) do not apply to ***bodily injury*** or ***property damage*** caused by or resulting from an aircraft crash, fire, explosion, collision or a recorded in-flight emergency causing abnormal aircraft operation.

(h) to ***bodily injury*** or ***property damage*** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of ***pollutants***:

(1) at or from any premises, site or location that is or was at any time owned or occupied by, or rented or loaned to, any ***insured***;

(2) at or from any premises, site or location that is or was at any time used by or for any ***insured*** or others for the handling, storage, disposal, processing or treatment of waste;

(3) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any ***insured*** or any person or organization for whom any ***insured*** may be legally responsible; or

(4) at or from any premises, site or location on which any ***insured*** or any contractors or subcontractors working directly or indirectly on any ***insured's*** behalf are performing operations:

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(i) if the ***pollutants*** are brought on or to the premises, site or location in connection with such operations by such ***insured***, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of ***pollutants***.

Subparagraphs (h)(1) and (h)(4)(i) do not apply to ***bodily injury*** or ***property damage*** arising out of heat, smoke or fumes from a hostile fire. In this exclusion, a hostile fire means one that becomes uncontrollable or breaks out from where it is intended to be.

(i) to any loss, cost, or expense arising out of any:

(1) request, demand or order that any ***insured*** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of ***pollutants***; or

(2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of ***pollutants***,

unless resulting from a ***non-owned aircraft*** crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal ***non-owned aircraft*** operation.

In exclusions (g) through (i) above ***"pollutants"*** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

(j) War, Hi-jacking and Other Perils Exclusion.
to claims caused by:

(1) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.

(2) Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(3) Strikes, riots, civil commotions or labor disturbances.

(4) Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.

(5) Any malicious act or act of sabotage.

(6) Confiscation, nationalization seizure, restraint, detention, appropriation, requisition for title or use by for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.

(7) Hi-jacking or any unlawful seizure or wrongful exercise of control of 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 ***Named Insured***.

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Furthermore this policy does not cover claims arising while the ***non-owned aircraft*** is outside the control of the ***Named Insured*** by reason of any of the above perils. The ***non-owned aircraft*** shall be deemed to have been restored to the control of the ***Named Insured*** on the safe return of the ***non-owned aircraft*** to the ***Named Insured*** at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the ***non-owned aircraft*** (such safe return shall require that the ***non-owned aircraft*** be parked with engines shut down and under no duress).

LIMITS OF THE COMPANY'S LIABILITY

TOTAL LIABILITY

COVERAGE A

Regardless of the number of (1) ***Insureds*** under this policy, (2) persons or organizations who sustain ***bodily injury*** or ***property damage***, (3) claims made or suits brought on account of ***bodily injury*** or ***property damage***, or (4) ***non-owned aircraft*** to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages, including damages for care and loss of services, because of ***bodily injury*** or ***property damage*** sustained by one or more persons or organizations as the result of any one ***occurrence*** shall not exceed the Limit of Liability stated in the Declarations as applicable to "each ***occurrence***".

COVERAGE B

The total liability of the Company for all ***medical expenses*** incurred by or on behalf of each ***passenger*** who sustains ***bodily injury*** as the result of any one ***occurrence*** shall not exceed the Limit of Liability stated in the Declarations as applicable to "each ***passenger***".

SEVERABILITY OF INTERESTS (COVERAGE A)

The insurance afforded applies separately to each ***Insured*** against whom claim is made or suit is brought, except with respect to the limits of the Company's liability.

OTHER INSURANCE

Except with respect to insurance specifically purchased by the ***Named Insured*** to apply in excess of this policy, the insurance afforded by this policy shall be excess insurance over any other valid and collectible insurance available to the ***Insured***, either as an ***Insured*** under a policy applicable to ***non-owned aircraft*** or otherwise. When the insurance afforded by this policy is excess over any other insurance, then the Company's limits of liability in this policy shall be reduced by the applicable limits of such other insurance if such other insurance shall have been written through Global Aerospace Underwriting Managers Limited or any of its subsidiaries or subsidiaries thereof.

FINANCIAL RESPONSIBILITY LAWS

When this policy is certified as proof of financial responsibility for the future under the provisions of any aircraft financial responsibility law, such insurance as afforded by this policy for ***bodily injury*** liability and ***property damage*** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law, but in no event in excess of the liability limits stated in the policy. The ***Insured*** agrees to reimburse the Company for any payment made by the Company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

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DEFINITIONS

Bodily Injury means bodily injury, sickness, disease or mental anguish sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over civil aviation, or its duly constituted equivalent in any other country.

Flight means (1) with respect to fixed wing aircraft, from the time commencing with the actual take off run until the aircraft has completed its landing roll and (2) with respect to rotorcraft, from the time the rotors start to revolve under power for the purpose of becoming airborne until they cease to revolve after landing.

Insured means (a) the ***Named Insured*** and (b) any director or executive officer or employee of a ***Named Insured*** corporation or a partner of a ***Named Insured*** partnership while such person is acting in his capacity as such provided that no person shall be an ***Insured*** with respect to any aircraft owned in whole or in part by, registered in the name of, or leased for a period in excess of thirty (30) days by such person or any member of his household.

Medical Expenses means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.

Military or Governmental Agreement means a written hold harmless agreement required by a military or governmental authority as a prerequisite to the use of an airport or an airport facility, in which the ***Named Insured*** agrees to assume the liability of others for ***bodily injury*** or ***property damage***.

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

Named Insured's Products means goods or products designed, manufactured, sold, handled or distributed by the ***Named Insured*** or others trading under his name.

Non-Owned Aircraft means any aircraft other than:

(1) aircraft owned in whole or in part by or registered in the name of the ***Named Insured***;
(2) aircraft having a seating capacity in excess of 7 passenger seats;
(3) aircraft which are the subject of a lease or service agreement with the ***Named Insured*** for a period in excess of thirty (30) days unless such lease or service agreement is reported to the Company and an additional premium paid if required by the Company. The insurance afforded by this policy shall not be prejudiced by inadvertent failure to report such lease agreement.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in ***bodily injury*** or ***property damage*** neither expected nor intended from the standpoint of the ***Insured***, but this definition shall not be construed so as to preclude coverage for ***bodily injury*** or ***property damage*** resulting from efforts to prevent dangerous interference with the operation of the ***non-owned aircraft***.

Passenger means any person in, on or boarding the aircraft for the purpose of riding or flying therein, or alighting therefrom after a ride, flight or attempted flight therein.

Pilot In Command means the pilot responsible for the operation and safety of the aircraft during ***flight***.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Property Damage means (a) physical injury to or destruction of tangible property which occurs during the policy period, including loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an ***occurrence*** during the policy period.

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CONDITIONS

POLICY PERIOD, TERRITORY

This policy applies only to ***bodily injury*** or ***property damage*** which occurs during the policy period, while the ***non-owned aircraft*** is within the United States of America, Canada, Mexico or the Bahama Islands or while enroute between points therein.

INSURED'S DUTIES IN THE EVENT OF OCCURRENCE OR LOSS

In the event of an ***occurrence*** or loss, notice containing particulars sufficient to identify the ***Insured*** and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the ***Insured*** to Global Aerospace, Inc. at any of the offices listed on the policy jacket as soon as reasonably possible.

If claim is made or suit is brought against the ***Insured***, the ***Insured*** shall immediately forward to Global Aerospace, Inc. every demand, notice, summons or other process received by him or his representatives.

The ***Insured*** shall cooperate with the Company and upon request will assist in making settlements, in the conduct of suits and in enforcing any right of subrogation, contribution or indemnity against any person or organization who may be liable to the ***Insured*** because of loss, injury or damage with respect to which insurance is afforded under this policy. The ***Insured*** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The ***Insured*** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

SAMPLE

ACTION AGAINST THE COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, the ***Insured*** shall have fully complied with all of the terms of this policy.

With respect to Coverage A, no action shall lie against the Company until the amount of the ***Insured's*** obligation to pay shall have been finally determined either by judgment against the ***Insured*** after actual trial or by written agreement of the ***Insured***, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the ***Insured*** to determine the ***Insured's*** liability, nor shall the Company be impleaded by the ***Insured*** or his legal representative. Bankruptcy or insolvency of the ***Insured*** or the ***Insured's*** estate shall not relieve the Company of any of its obligations hereunder.

CHANGES

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy signed by Global Aerospace, Inc.

ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the ***Named Insured*** shall die or be adjudged bankrupt or insolvent within the policy period, the policy unless canceled, shall, if written notice be given to the Company within sixty (60) days after the date of such death or adjudication, cover the ***Named Insured's*** legal representative as ***Named Insured*** but only while acting within the scope of his duties as such.

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CANCELLATION

This policy may be cancelled by any ***Named Insured*** by mailing to the Company or to Global Aerospace, Inc. at any of the offices listed on the policy jacket written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company by mailing to the ***Named Insured*** at the address shown in Item 1. (b) of the Declarations, notice stating when, not less than ten (10) days thereafter (thirty (30) days in the event of cancellation for non-payment of premium), such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period.

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

TERMS OF POLICY CONFORMED TO STATUTES AND MILITARY REGULATIONS

Terms of this policy which are in conflict with the statutes of the state where this policy is issued are hereby amended to conform to such statutes.

If the Company issues a Certificate of Insurance DD Form 2400 or any replacement thereof as required by the United States Department of Defense, then the policy provisions required by the regulations referred to therein shall be deemed to be incorporated herein and substituted for any policy provisions inconsistent therewith.

MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM (COVERAGE B)

As soon as practical, the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, execute authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as they may reasonably require.

The Company may pay the injured person or any person or organization rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or organization or of the Company.

SUBROGATION

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

DECLARATIONS

By acceptance of this policy, the ***Named Insured*** agrees that the statements in the Declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

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RADIOACTIVE CONTAMINATION EXCLUSION

It is agreed that this policy does not cover:

1. loss or destruction of or damage to any property (including aircraft) whatsoever or any loss or expense whatsoever resulting or arising therefrom

2. any legal liability or ***medical expenses*** of whatsoever nature

directly or indirectly caused or contributed to by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: December 31, 2024 Endorsement Premium: Included

Attached to and made part of Policy No.: 9049146

Issued to: BNO Specimen Policy

Global Aerospace, Inc.

BY: _____

ADDITIONAL EXCLUSIONS

1. ELECTRONIC DATE RECOGNITION

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

(a) the failure or inability to correctly recognize, process, distinguish, interpret or accept any change of year, date or time, including but not limited to:

(1) the change of year from 1999 to 2000; or

(2) the change of date from August 21, 1999 to August 22, 1999;

by any computer system, hardware, program or software, microprocessor, integrated circuit or similar device, whether in computer equipment or non-computer equipment, whether the property of any ***Insured*** or of others; or

(b) any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by any ***Insured*** or for any ***Insured*** or by any third party to determine, rectify or test for any potential or actual problems described in paragraph (a) above.

2. ASBESTOS

This policy does not apply to ***bodily injury***, ***property damage***, personal injury, or advertising injury relating to, arising out of or in consequence of:

(a) The actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or

(b) Any obligation, request, demand, order, or statutory or regulatory requirement that any ***Insured*** or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened presence of asbestos or any material or product containing, or alleged to contain, asbestos.

However, this exclusion shall not apply to any claim or suit caused by or resulting in a crash, fire, explosion or collision or a recorded in ***flight*** emergency causing abnormal aircraft operation.

Notwithstanding any other provisions of this policy, the Company will have no duty to investigate, defend or pay defense costs in respect of:

(1) Any claim or suit excluded under paragraphs (a) or (b) above; or

(2) Any such obligation, request, demand, order, or statutory or regulatory requirement described in paragraph (b) above.

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3. **TRADE OR ECONOMIC SANCTIONS AND CONFORMITY WITH LAW**

This policy does not apply to the extent that trade or economic sanctions or other laws or regulations, including but not limited to those administered and enforced by the Office of Foreign Asset Control of the United States Treasury Department, prohibit the Company from providing insurance or paying claims. If the provisions of this policy are in conflict with any other laws or regulations in force in any jurisdiction where this policy is in effect, this policy will conform to those laws.

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: December 31, 2024 Endorsement Premium: Included

Attached to and made part of Policy No.: 9049146

Issued to: BNO Specimen Policy

Global Aerospace, Inc.

BY: 

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AIRCRAFT USE RESTRICTIONS
(Personal Non-Owned)

In consideration of the payment of the premium for the policy, it is agreed that the policy does not apply to any ***bodily injury***, ***property damage*** or ***medical expenses*** caused by any ***occurrence*** related to the operation of any ***non-owned aircraft*** where the purpose or intent of such operation is:

1. Skydiving or skydiving related activities.
2. Power line, pipeline or highline patrol.
3. Aerial photography or cinematography, requiring a ***Federal Aviation Administration*** Certificate of Waiver.
4. Any form of hunting.
5. Animal herding.
6. Taxi, take off or alighting on water, while the aircraft is equipped with floats.
7. Taxi, takeoff or landing on snow or ice, while the aircraft is equipped with skis.

SAMPLE

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Attached to and made part of Policy No.: 9049146

Issued to: BNO Specimen Policy

Global Aerospace, Inc.

BY: _____

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ELECTRONIC DATA EVENT LIABILITY EXCLUSION

It is agreed that in addition to all other exclusions contained in the policy or its endorsements, the insurance afforded by this policy does not apply to:

(1) Any injury that is solely mental injury, mental anguish, shock or fright, in any form, caused by:

(a) a delay in, cancellation of or failure to provide air transportation or associated services; or

(b) unauthorized access to or use of confidential, proprietary or personal information of a person or organization; or

(2) ***Property damage*** to ***electronic data***

arising out of a ***data event*** unless resulting from a crash, fire explosion, collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used in this endorsement:

Data event means any access to, inability to access, inability to properly manipulate, loss of, loss of use of, damage to, corruption of, alteration to or disclosure of ***electronic data***.

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

SAMPLE

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BY: _____

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ADDITIONAL INSURED

In consideration of the payment of the premium for this policy, it is agreed that:

1. ADDITIONAL INSURED

   As respects the insurance afforded by Coverage A – Bodily Injury and Property Damage Liability, the definition of ***Insured*** includes any person or organization shown in the Schedule, but only with respect to his, her, or its liability because of acts or omissions of the ***Named Insured*** and to no greater extent than the scope of the insurance afforded by this policy. However, no such person or organization is an ***Insured*** as respects his, her, or its liability for the design, manufacture, modification, maintenance, repair, or sale of aircraft, aircraft engines, components or accessories, or in the operation of any airport, hangar, flying school, flight service, or aircraft or piloting service, as respects any occurrence arising out of such activity.

2. COVERAGE EXCLUSION

   Unless otherwise indicated in this policy, the policy shall not apply to any assumption of the liability of any person or organization shown in the Schedule below by the ***Named Insured*** for ***bodily injury*** or ***property damage*** caused by an ***occurrence*** arising out of any service performed by or on behalf of such persons or organizations.

3. PERSON(S) OR ORGANIZATION(S):

   Additional Insured

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: December 31, 2024 Endorsement Premium: Included

Attached to and made part of Policy No.: 9049146

Issued to: BNO Specimen Policy

Global Aerospace, Inc.

BY: _____

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SPECIAL PROVISIONS
(Personal Non-Owned)

In consideration of the payment of the premium for this policy, it is agreed that:

1. Policy Section II, DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS (COVERAGE A) is amended by the addition of the following:

   (e) Subject to the provisions of paragraph (f) below, the Company shall pay, as respects any aircraft for which insurance is afforded by Insuring Agreement I. LIABILITY COVERAGES of this policy:

      (1) expenses incurred by the ***Insured*** under emergency conditions for charges made by other than an ***Insured*** but limited to those expenses associated with labor, materials, rental of equipment, vehicles or tools for:

         a. application of foam on a runway;

         b. fire and crash control and rescue; or

         c. any precautionary off-airport landing.

      (2) expenses incurred by the Insured for search and rescue operations connected with any such aircraft which is missing and presumed crashed, provided such expenditures are agreed to in advance by the Company.

   (f) The amounts payable by the Company in accordance with paragraphs (e) (1) and (2) above:

      (1) do not include payments for:

         a. any medical, hospital or funeral expense;

         b. loss or damage to equipment used in search and rescue operations;

         c. ***bodily injury*** sustained by any person;

         d. expense incurred after it has been reasonably established that there are no survivors; or

         e. any expense for salvage of all or part of such aircraft;

      (2) are payable in addition to the Company's Limits of Liability and subject to the following limits:

         a. As respects expenses incurred under emergency conditions:

            $10,000 each ***occurrence***

         b. As respects expenses incurred for search and rescue operations:

            $10,000 each ***occurrence***

SAMPLE

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2. Policy exclusion (d) is deleted in its entirety and replaced with the following:

(d) to ***property damage*** to property owned, occupied, rented or used by the ***Insured*** or in the care, custody or control of the ***Insured*** or as to which the ***Insured*** is for any purpose exercising physical control, but this exclusion (d) shall not apply to:

(i) personal effects of passengers, but not exceeding $3,000 for each ***passenger*** in each ***occurrence,*** or

(ii) an aircraft hangar or contents thereof not owned by the ***Insured*** and not exceeding $25,000 in any one ***occurrence****;*

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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Attached to and made part of Policy No.: 9049146

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Global Aerospace, Inc.

BY: _____

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LIABILITY AND MEDICAL EXPENSES COVERAGE
(Applicable to the War, Hi-jacking and Other Perils Exclusion)

In consideration of the payment of the premium for this policy, it is agreed that sub-paragraphs (1), (3), (4), (5), (6) and (7) of Policy Exclusion (j), the War, Hi-jacking and Other Perils Exclusion, of this policy are deleted as respects the Liability and Medical Expense Coverages afforded by this policy. This insurance is subject to the following provisions which are applicable only to the insurance afforded by this endorsement and which shall be in addition to all other applicable provisions not amended in this endorsement:

1. Exclusion applicable only to any insurance afforded as respects the deletion of sub-paragraph (1) of Policy Exclusion (j), the War, Hi-jacking and Other Perils Exclusion:

   This insurance shall not include liability for damage to any form of property on the ground situated outside Canada and the United States of America unless caused by or arising out of the use of aircraft.

2. Limitation of Liability:

   The limit of the Company's liability as respects the insurance afforded by this endorsement shall be a sub-limit of $50,000,000 or the applicable policy limit whichever the lesser any one ***occurrence*** and in the annual aggregate except with respect to ***crew members*** and ***passengers*** to whom the full policy limit(s) shall apply. This sub-limit shall apply within the full policy limit and not in addition thereto.

3. Automatic Termination:

   To the extent provided below, insurance afforded by this endorsement shall terminate automatically in the following circumstances:

   (a) All insurance

   Upon the outbreak of war (whether there be a declaration of war or not) between any two or more of the following states: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China;

   (b) Any insurance afforded in respect of the deletion of sub-paragraph (1) of Policy Exclusion (j), the War, Hi-jacking and Other Perils Exclusion

   Upon the hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter wheresoever or whensoever such detonation may occur and whether or not an aircraft may be involved;

   (c) All insurance in respect of any aircraft requisitioned for either title or use

   Upon such requisition;

   provided that if an aircraft is in the air when (a), (b) or (c) occurs, then the insurance afforded by this endorsement (unless otherwise canceled, terminated or suspended) shall continue in respect of such aircraft until completion of its first landing thereafter and any ***crew members*** and ***passengers*** have disembarked.

SAMPLE

4. Review and Cancellation:

(a) Review of Premium and/or Geographical Limits (7 days)

The Company may give notice to review premium and/or geographical limits - such notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the ***Named Insured*** set forth in the policy on the day after which notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in 3 (b) above, the Company may give notice of cancellation of one or more parts of the insurance afforded by this endorsement by reference to sub-paragraphs (3), (4), (5), (6) and/or (7 of Policy Exclusion (j), the War, Hi-jacking and Other Perils Exclusion - such notice to become effective on the expiry of forty-eight (48) hours from 12:01 A.M. local time at the address of the ***Named Insured*** set forth in the policy on the day after which notice is given.

(c) Cancellation (7 days)

The insurance afforded by this endorsement may be canceled by either the Company or the ***Named Insured*** giving notice to become effective on the expiry of seven (7) days from 12:01 A.M. local time at the address of the ***Named Insured*** set forth in the policy on the day after which notice is given.

(d) Notices

All notices referred to in this endorsement shall be in writing.

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: December 31, 2024 Endorsement Premium: Included

Attached to and made part of Policy No.: 9049146

Issued to: BNO Specimen Policy

Global Aerospace, Inc.

BY: 

ELECTRONIC DATE RECOGNITION EXCLUSION
LIMITED COVERAGE ENDORSEMENT

In consideration of the premium charged and to the extent such coverage is afforded by the policy, the Electronic Date Recognition Exclusion shall not apply to:

1. any of the Physical Damage coverages, if any, provided by the policy; or

2. any sums which the ***Insured*** shall become legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** caused by an ***occurrence***.

Notwithstanding paragraph 2 above, this endorsement shall not apply to:

(a) any coverage for loss of use caused by an **occurrence** during the policy period arising out of subparagraph (a) or (b) of the Electronic Date Recognition Exclusion unless such loss of use also arises out of additional injury in the form of physical injury to or destruction of tangible property; or

(b) any coverage for grounding; or

(c) any coverage applying in excess of any scheduled underlying insurance.

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: December 31, 2024 Endorsement Premium: Included

Attached to and made part of Policy No.: 9049146

Issued to: BNO Specimen Policy

Global Aerospace, Inc.

BY: _____

TERRORISM RISK INSURANCE ACT OF 2002 COVERAGE
(As Modified and Extended by: The Terrorism Risk Insurance Extension Act of 2005 and The Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015 and 2019)

In consideration of the payment of the premium for this policy, it is agreed that:

1. As respects the provisions of the federal Terrorism Risk Insurance Act of 2002, as amended, hereinafter referred to as 'the Act,' the policy to which this endorsement is attached is hereby amended to afford coverage in compliance with and only to the extent required by the provisions of the Act. Otherwise, all terms, conditions and exclusions remain unchanged and apply to the insurance afforded by this endorsement to the extent permitted by the provisions of the Act. The Act has been modified and extended by the Terrorism Risk Insurance Extension Act of 2005, and the Terrorism Risk Insurance Program Reauthorization Acts of 2007, 2015 and 2019.

2. The provisions of the Act state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2027." Unless the program is renewed, extended or otherwise continued by the federal government, the insurance afforded by this endorsement shall terminate as of the date when any one or more of the following first occurs:

   (a) the policy period ends;

   (b) the federal Terrorism Risk Insurance Program has terminated either in its entirety or as respects the type of insurance provided by this policy; or

   (c) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available as respects the type of insurance afforded by this policy.

3. If the insurance afforded by this endorsement is not terminated in accordance with the provisions of paragraph 2 (b) or (c) above, insurance will remain in force without change for the remainder of the policy period, unless the Company notifies the ***Named Insured*** of any such change in response to any change in the federal law.

SAMPLE

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Global Aerospace, Inc.

BY: _____

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EACH PASSENGER LIMITATION

It is agreed that the portion of the LIMIT OF THE COMPANY'S LIABILITY section of the policy under the sub-heading TOTAL LIABILITY that is applicable to COVERAGE A is deleted in its entirety and replaced with the following:

COVERAGE A

Regardless of the number of (1) ***Insureds*** under this policy, (2) persons or organizations who sustain ***bodily injury*** or ***property damage***, (3) claims made or suits brought on account of ***bodily injury*** or ***property damage***, or (4) ***non-owned aircraft*** to which this policy applies, the Company's liability is limited as follows:

The total liability of the Company for all damages, including damages for care and loss of services, because of ***bodily injury*** or ***property damage*** sustained by any one ***passenger*** and by all other persons because of the ***bodily injury*** sustained by that ***passenger*** as the result of any one ***occurrence*** shall not exceed $100,000. Subject to the foregoing provision, the total liability of the Company for all damages because of ***bodily injury*** sustained by all ***passengers*** or by all other persons because of the ***bodily injury*** sustained by all ***passengers*** as the result of any one ***occurrence*** shall not exceed the lesser of (a) the product of $100,000 times the total number of seats in the aircraft, or (b) the limit of liability stated in the Declarations as applicable to "each ***occurrence***." Subject to both of the foregoing provisions, the total liability of the Company for all damages because of ***bodily injury*** or ***property damage*** sustained by one or more persons or organizations as the result of any one ***occurrence*** shall not exceed the limit of liability stated in the Declarations as applicable to "each ***occurrence***."

SAMPLE

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Global Aerospace, Inc.

BY: _____

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PERSONAL NON-OWNED AIRCRAFT LIABILITY AND MEDICAL EXPENSE INSURANCE
SINGLE ENGINE LAND AIRCRAFT

In consideration of payment of the premium for this policy, it is agreed:

1. The policy definition of ***non-owned aircraft*** is deleted in its entirety and replaced with the following:

Non-owned aircraft means:

A. any fixed wing, single engine land aircraft powered by a reciprocating piston engine; or,

B. any sailplane or glider

that is licensed under a "Standard" Airworthiness Certificate, "Special" Airworthiness Certificate with a Light-sport Category, or "Special" Airworthiness Certificate with an Experimental Category and a Purpose of Operating Amateur-built Aircraft, Operating Kit-built Aircraft, or Operating Light-sport Aircraft, including any sailplane or glider with Special Airworthiness Certificate with Experimental Category with the use of Exhibition and Racing, issued by the ***Federal Aviation Administration*** that is used by or on behalf of the ***Named Insured***, other than any aircraft:

(a) owned in whole or in part by or registered in the name of:

(1) the ***Named Insured***,

(2) the ***Named Insured's*** spouse,

(3) a partnership or joint venture in which the ***Named Insured*** or the ***Named Insured's*** spouse is a partner or member,

(4) a limited liability company in which the ***Named Insured*** or the ***Named Insured's*** spouse is a member or manager,

(5) an organization other than a partnership, joint venture, or limited liability company in which the ***Named Insured*** or the ***Named Insured's*** spouse is a stockholder, or

(6) a trust in which the ***Named Insured*** or the ***Named Insured's*** spouse is a trustee,

provided, however, that this paragraph (a) shall not apply as respects any aircraft in which the combined interest of the ***Named Insured*** and the ***Named Insured's*** spouse is twenty-five percent (25%) or less,

(b) which are the subject of a lease or service agreement with the ***Named Insured*** or the ***Named Insured's*** spouse for a period in excess of thirty (30) days unless such lease or service agreement is reported to Global Aerospace, Inc. and an additional premium paid if required by the Company,

(c) having a seating capacity (including crew seats) in excess of seven (7) seats; or

(d) powered by an engine that exceeds five hundred horsepower (500HP).

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2. The policy definition of ***Insured*** is deleted in its entirety and replaced with the following:

   Insured means only the ***Named Insured*** and the ***Named Insured's*** spouse.

3. In the event of cancellation of this policy by the ***Named Insured***, this policy is subject to a minimum earned premium equal to fifty percent (50%) of the premium for which it was written.

SAMPLE

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DAMAGE TO NON-OWNED AIRCRAFT
(Personal Non-Owned)

In consideration of the payment of the premium for this policy, it is agreed that:

1. Notwithstanding the provisions of Exclusion (d) of the policy, the insurance afforded by Coverage A is extended to apply to sums which the ***Insured*** shall become legally obligated to pay as damages because of ***property damage*** to ***non-owned aircraft***, but only if such ***non-owned aircraft*** sustains direct and accidental physical loss or damage while in the care, custody or control of the ***Named Insured***.

2. As respects the insurance afforded by this endorsement:

   a. The limit of the Company's liability shall be $30,000 each ***occurrence***.

   b. The Company will reimburse the owner or lessor of such ***non-owned aircraft*** a sum equal to the physical damage deductible paid by such owner or lessor pursuant to the terms of the policy of insurance that applies to such ***non-owned aircraft***, but not more than $10,000 each ***occurence***.

3. The insurance afforded by this endorsement does not apply to:

   a. any ***property damage*** for which insurance is afforded by the Liability and Medical Expenses Coverage (Applicable to the War, Hi-Jacking and Other Perils Exclusion) endorsement (BNOC022) if it is part of this policy; or

   b. any claim or suit arising out of the loss of use of ***non-owned aircraft*** for greater than thirty (30) days.

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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TRIA DISCLOSURE
(Does Not Provide Any Insurance Coverage)

THIS DISCLOSURE PROVIDES A SUMMARY OF THE PROVISIONS OF THE "TERRORISM RISK INSURANCE ACT", AS AMENDED. THIS DISCLOSURE IS MADE A PART OF THIS POLICY. EXCEPT AS EXPRESSLY PROVIDED, NOTHING IN THIS DISCLOSURE CHANGES ANY OF THE TERMS OR CONDITIONS OF THIS POLICY, AND UNDER NO CIRCUMSTANCES DOES THIS DISCLOSURE AFFORD ANY TERRORISM COVERAGE OR ANY OTHER COVERAGE.

I. Terrorism Risk Insurance Act Notice

Under the Terrorism Risk Insurance Act, as amended, (referred to herein as TRIA), you have a right to purchase insurance coverage from us for losses arising out of an "Act of Terrorism" as defined in Section 102(1) of TRIA.

For purposes of this disclosure and to ensure compliance with TRIA, the term “Act of Terrorism” means:

A. Certification - Any act that is certified by the Secretary of the Treasury of the United States, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:

(1) to be an act of terrorism;

(2) to be a violent act or an act that is dangerous to:

(a) human life;

(b) property; or

(c) infrastructure;

(3) to have resulted in damage within the United States, or outside of the United States in the case of:

(a) an air carrier or commercial vessel defined as one principally based in the United States, on which United States income tax is paid, and whose insurance coverage is subject to regulation in the United States;

(b) the premises of a United States mission; and

(4) to have been committed by an individual(s) as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. Limitation - No act shall be certified by the Secretary as an act of terrorism if:

(1) the act is committed as part of the course of war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers’ compensation; or

(2) property and casualty insurance losses resulting from the act, in aggregate, do not exceed $5,000,000.

C. Determinations Final - Any certification of, or determination not to certify, an act of terrorism under this paragraph shall be final, and shall not be subject to judicial review.

D. No Delegation - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.

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Federal Share of Compensation

If coverage is purchased (see Section III below), payments made under this policy, for losses caused by a certified "Act of Terrorism", will be reimbursed in part by the United States Government to us using a formula established by federal law. Under this formula, if the aggregate insured losses exceed a trigger amount ($200,000,000 beginning on January 1, 2020), the United States Government generally reimburses a percentage (80% beginning on January 1, 2020) of covered terrorism losses exceeding the statutorily established deductible paid by us for losses arising from certified "Acts of Terrorism".

$100 Billion Program Cap

TRIA contains a program cap of $100,000,000,000 that limits United States Government reimbursement as well as our liability for losses resulting from certified "Acts of Terrorism" when the amount of such losses in any one calendar year exceeds the program cap. If the aggregated insured losses for all insurers exceed the program cap, coverage (if purchased) for "Acts of Terrorism" may be reduced.

II. Conditional Termination of this Disclosure

A. The provisions of TRIA state that the Terrorism Risk Insurance Program "shall terminate on December 31, 2027." Unless the program is renewed, extended or otherwise continued by the federal government, this disclosure terminates upon the first occurrence of any of the following conditions:

(1) the policy period ends; or

(2) the federal Terrorism Risk Insurance Program has terminated either in its entirety or with respect to the type of insurance afforded by this policy; or

(3) a renewal, extension or continuation of the Terrorism Risk Insurance Program has become effective without a requirement to make terrorism coverage available with respect to the type of insurance afforded by this policy.

B. If none of the conditions set forth in paragraph II. A. above occur, this disclosure will remain in effect unless we notify you of changes in response to federal law.

III. TRIA Terrorism Coverage

As required by TRIA, an offer of terrorism coverage within the terms of TRIA ("TRIA Terrorism Coverage") was included in our quote. No insurance is afforded by this notice and no TRIA Terrorism Coverage is afforded under this policy unless such offer was accepted and TRIA Terrorism Coverage was purchased.

If TRIA Terrorism Coverage was purchased, TRIA endorsement(s) are attached to this policy and the premium for such coverage will be as stated in the binder as respects any such endorsement(s).

If TRIA Terrorism Coverage was not purchased, coverage for terrorism is excluded as provided in the policy, unless, as permitted by TRIA, alternative terrorism coverage was negotiated, in which case one or more endorsement(s) to this policy include the negotiated coverage for terrorism ("Alternative Terrorism Coverage"). If purchased, such Alternative Terrorism Coverage, includes portions which fall within TRIA (the "TRIA Portion"), as well as other coverage outside of TRIA, and the premium corresponding to the TRIA Portion of the Alternative Terrorism Coverage is 10% of the total premium for the endorsements providing the Alternative Terrorism Coverage.

Any TRIA Terrorism Coverage and the TRIA Portion of any Alternative Terrorism Coverage is subject to all of the disclosures and limitations set forth in Section I above.

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IV. Application

Nothing contained in this disclosure shall vary, waive, alter, or extend any of the terms, conditions, agreements or provisions of this policy, other than as above stated.

Notwithstanding anything in the policy to the contrary, as used in this disclosure, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the insurers shown in the Declarations, providing this insurance.

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: December 31, 2024 Endorsement Premium: Included

Attached to and made part of Policy No.: 9049146

Issued to: BNO Specimen Policy

Global Aerospace, Inc.

BY: _____

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KANSAS AMENDATORY

1. **CONDITIONS, CANCELLATION** is deleted in its entirety and replaced by the following:

CANCELLATION AND NONRENEWAL..

I. **CANCELLATION**.

(a) The ***Named Insured*** shown in the Declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

(b) If this policy has been in effect for less than ninety (90) days, the Company may cancel this policy for any reason. If this policy has been in effect for ninety (90) days or longer, the Company may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) This policy was issued because of a material misrepresentation;

(3) Any ***insured*** violated any of the material terms and conditions of the policy;

(4) Unfavorable underwriting factors, specific to the ***insured,*** exist that were not present at the inception of the policy;

(5) A determination by the insurance Commissioner that continuation of coverage could place the Company in a hazardous financial condition or in violation of the laws of Kansas; or

(6) A determination by the insurance Commissioner that the Company no longer has adequate reinsurance to meet its needs.

(c) If the Company cancels this policy, it will mail or deliver to the ***Named Insured*** written notice of cancellation, at least:

(1) Ten (10) days before the effective date of cancellation if cancellation is due to nonpayment of premium; or

(2) Thirty (30) days before the effective date of cancellation if we cancellation is due to any other reason.

(d) The Company will mail notice, including the reason for cancellation, to the ***Named Insured*** at the last mailing address known to it. Proof of mailing shall be sufficient proof of notice.

(e) If this policy is cancelled, the Company will return any premium refund due to the ***Named Insured*** subject to the following provisions:

(1) If the Company cancels, the refund will be pro rata;

(2) If the ***Named Insured*** cancels, the refund may be less than pro rata.

The cancellation will be effective even if the Company has not made or offered a refund. If coverage is in effect, such refund may accompany the notice or such refund may separately be returned in not more

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than ten (10) days from the date of notice. The notice will contain language indicating that any refund due will be returned not more than ten (10) days from the date of notice.

II. **NONRENEWAL.**

(a) If the Company decides not to renew this policy, the Company will mail to the ***Named Insured*** shown in the Declarations written notice of nonrenewal at least sixty (60) days before its expiration date.

(b) The Company will mail the notice to the ***Named Insured's*** mailing address last known to it. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Notwithstanding any other provision in the policy to the contrary, any obligation involving any process, notice or proof of loss that requires service upon or delivery to the Company may be satisfied by service upon or delivery to any one of the insurers shown in the Declarations on behalf of all such insurers. Each of these insurers appoints Global Aerospace, Inc., as its duly authorized agent for receipt of any such notice, proof of loss or service of process.

3. The term "Actual Cash Value", if used in this policy, means the amount which it would cost to repair or replace damaged property with material of like kind and quality, less allowance for physical deterioration and depreciation.

4. If endorsement BNOA078 is made part of this policy, the 30 day limitation it contains does not apply.

SAMPLE

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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