Pathfinder Indemnity Company Ltd.

P.O. Box F-42544 Chancery Ct., 2nd FI., East Mall Dr. Freeport, Bahamas



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AVIATION INSURANCE POLICY <u>DECLARATIONS</u>

Named Insured(s): Address(s):	John Doe Sample Street Anytown, Zip xxx	ххх	Policy Number: Pxxxx			
THIS IS TO CERTIFY	USA that the following insu	rance has been effected with	PATHFINDER INDEMNITY CON	ΛΡΑΝΥ LTD.		
Policy effective from	n begin date to end d o	ate at 12:01 A.M. Standard Tir	me at the address of the Name	ed Insured stated above.		
Description of Aircra	aft: Robinson Helicopt	er Co. Model: Rxx Serial Numb	er: xxxxx Registration Number:	Nxxxxx		
Maximum Limits of Insurance for Liability to Others: (Coverage I)	Bodily inju Damage to	ry per person per occurrence: o property of others per occurr Single Limit of liability per occ		US\$ 100,000 US\$ 100,000 US\$1,000,000		
Aircraft Physical Dan Agreed Value: (Cove II)	rage service sin authorized Robinson I	ximum Value of the aircraft shall not exceed US\$xxx,xxx less US\$xx per hour for each hour of since new; or since last overhaul at the Robinson Helicopter Company factory, or at an ed Robinson Service Center which completed all of the instructions in the current applicable in Maintenance Manual and installed all of the components in the appropriate model ter's Robinson Field Overhaul Kit.				
Deductibles: Insurance for Liabilit	y to Others (Coverage	l): Nil				
Aircraft Physical Damage (Coverage II): Use of Aircraft: A			All losses US\$xx,xxx each and every loss unless Coverage II Conditions 4(g) of this policy applies in which case the deductible is doubled.			
A. Private and below, andB. Includes A a and air taxiC. Includes A, ED. Includes A, IE. Also includes	flown only by pilots whove and commercial p. B above and flight instance and rental sacrial application (cro	no meet the requirements of E photography, traffic watch, new truction including rental to oth to others for other than solo t	ws gathering, police patrol, pow ers for solo training flights only raining flights. nal herding or hunting, external	ver line or pipe line patrol, v.		
Approved Pilots: See	e Endorsements Numb	er One and Three	Geographical L	imits: Worldwide		
Premium: Co	verage I: US\$ <i>x,xxx</i>	Coverage II: US\$xx,xxx	Total: US\$xx,xxx			
For full particulars co	oncerning limitations, e	exclusions, conditions, and oth	er terms of this coverage, pleas	e read the policy.		
Issued by: PATHFINDER INDEMNITY COMPANY LTD. Chancery Court, 2 nd Floor, East Mall Dr., Freeport, Bahamas						
Date Issued: month	dd, yyyy					

Secretary

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President

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INSURING AGREEMENTS

We, Pathfinder Indemnity Company Ltd., agree to provide the insurance coverage described in the Declarations of this Policy, subject to all the terms, conditions, exclusions, and limits of this Policy based upon the Insured's agreement that:

- 1) All statements in the Application for insurance, in the Declarations, and in any Endorsement attached to this Policy are true and no material fact or circumstance has been concealed or misrepresented.
- 2) All provisions of this Policy will be complied with.
- 3) All premiums will be paid when due.

DEFINITIONS

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

- 1. "AIRCRAFT" means the aircraft described in the Declarations of this Policy, but does not include any accessories or equipment carried in or installed on the aircraft after it left the manufacturer's factory.
- 2. "DISAPPEARANCE" means the aircraft is missing and has not been located within 60 days after commencing flight by the insured.
- 3. "BODILY INJURY" means injury to a person and sickness or disease, including death, resulting therefrom.
- 4. "OCCURRENCE" means an accident or event occurring by chance, or a continuous or repeated exposure to conditions, involving the aircraft, which results in bodily injury or property damaged during the Policy period, provided it is not expected or intended by the Insured. All bodily injury or property damage that arises out of such exposure or substantially the same general conditions shall be deemed one occurrence.
- 5. "RENTER PILOT" means any pilot who pays the Named Insured a sum of money in accordance with the terms of a Rental Agreement.
- 6. "NAMED INSURED" means the person(s), partnership(s), limited liability company (companies), corporation(s), or organization(s) to whom this Policy is issued and whose name(s) and address(es) are shown at the beginning of the Declarations.
- 7. "INSURED" means the Named Insured, any Additional Named Insured and any approved pilot specified in the Declarations and any Endorsement attached to this policy whether or not the Pilot is named in this policy.
- 8. "CIVIL AERONAUTICS AUTHORITY" means the duly constituted authority of the recognized government of any country in which this Policy may apply having jurisdiction over Civil Aviation. In the United States of America that authority is the Federal Aviation Administration (FAA).
- 9. **"MANUFACTURER"** means the manufacturer of the insured aircraft (Robinson Helicopter Company, Inc., 2901 Airport Drive, Torrance, California 90505)
- 10. "WE, OUR AND US" means the Insurance Company named in the Declarations (Pathfinder Indemnity Company Ltd)

CONDITIONS

COVERAGE I – INSURANCE FOR LIABILTY TO OTHERS

- 1. WHAT WE INSURE. We will 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 for damages because of injury to or destruction of property (excluding property of any insured or of any occupant) and arising out of the ownership, maintenance or use of the aircraft described in the Declarations, except as limited by the Exclusions and Conditions sections of this Policy. In no event shall the amount incurred by us exceed the "Limit of Our Liability" as stated in this Policy.
- 2. **DEFENSE, SETTLEMENT, AND SUPPLEMENTARY PAYMENTS**. Pursuant to all the terms, conditions, exclusions, and limitations of this Policy we shall:
 - (a) Defend in the name of and on behalf of the Insured any claim or legal action brought against the insured alleging such injury and seeking such damages as are insured under this Policy. We may

investigate, negotiate or settle any claim or legal action as we see fit.

- (b) 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) Pay the expense and the court costs of claims or legal actions we defend, and interest that is owed on a judgement we are paying, until we have paid or offered to pay the part of such expenses and judgement which does not exceed our Limit of Liability as shown in the Declarations.
- (d) Pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of the occurrence.
- (e) Reimburse the Insured for all reasonable expenses (other than loss of earnings or wages and salaries of employees) incurred at our request.

Notwithstanding the foregoing provisions the maximum amount incurred by us in respect to any of the foregoing provisions or all of the foregoing provisions shall not increase the "Limit of Our Liability" as stated in this Policy. Once Policy Limits have been exhausted by defense costs, and/or settlement payments, we will have no further duty to defend or indemnify any insured.

3. LIMIT OF OUR LIABILITY.

Our total liability for all damages, resulting from "bodily injury" to any one person in any one "occurrence" including all sums paid pursuant to Paragraph 2 of this Section (the defense provision) shall not exceed the "per person per occurrence" limit stated in the Declaration.

Our total liability for all damages, resulting from "property damage" in any one "occurrence", regardless of the number of persons or organizations sustaining property damage or claims made or suits brought because of property damage, including all sums paid pursuant to Paragraph 2 of this Section, shall not exceed the "damage to property of others per occurrence" limit stated in the Declarations.

Subject to the foregoing, our total liability for all damages, resulting from any one "occurrence" including all sums paid pursuant to Paragraph 2 of this Section, shall not exceed the "per occurrence" limit stated in the Declarations regardless of the number of:

- (a) Insureds under this Policy.
- (b) Persons or organizations sustaining bodily injury or property damage.
- (c) Claims made or suits brought because of bodily injury or property damage.

Because any settlement under this policy will reduce or eliminate remaining applicable limits to settle and/or defend additional claims, we shall not settle claims under this policy, even if such claims are within the applicable limits of liability, unless the person(s) making such claims release all insureds under the policy as a condition of such a settlement.

The Limits of our liability shown in the Declarations are not increased because more than one person, organization, or the manufacturer is included under this Policy as an Additional Named Insured.

4. INSURED'S DUTIES.

- (a) When anyone is injured or there is damage to the property of others as a result of an occurrence involving the insured aircraft, the Insured must immediately notify us and file an Incident/Accident report as soon as possible thereafter. Such notices shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the accident or occurrence and the names and addresses of the injured and of available witnesses.
- (b) If claim is made or suit is filed against the Insured, the person or organization insured must immediately notify us in writing and forward the suit or claim and any demand, notice, summons, or other legal document to our authorized representative. We shall have the right to make such investigation, negotiation and settlement of any claim or suit as we deem expedient.

COVERAGE II – AIRCRAFT PHYSICAL DAMAGE

- 1. **WHAT WE INSURE**. We will repair or replace the aircraft described in the Declarations attached to this Policy if the aircraft is damaged during an occurrence while in motion, or while not in motion, including disappearance, except as limited by the Exclusions and Conditions sections of this Policy. In no event shall the amount incurred by us exceed the "Limit of Our Liability" as stated in this Policy.
- 2. **DEDUCTIBLE**. We will deduct from the amount we owe for each and every loss under this Policy the deductible specified in the Declarations.
- 3. LIMIT OF OUR LIABILITY. Our total liability for damage to the insured aircraft shall be limited as follows:
 - (a) With respect to claims adjusted on the basis of a total loss or constructive total loss, we will pay the actual cash value calculated by taking the maximum value of the aircraft as shown in the declarations and subtracting the amount specified per hour for each hour of service since new or since the last factory or authorized Service Center overhaul and subject to the Policy Exclusions, Conditions and Limitations, and less the applicable Deductible shown in the Declarations.
 - (b) The amount due under this Policy in respect to a partial loss shall not exceed the amount due were the loss payable as a total loss. There shall, however, be no abandonment without our express consent.
 - (c) In the event of a partial loss to the aircraft, all repairs required to make the aircraft airworthy shall be performed by the manufacturer. An Aircraft Physical Damage claim will be deemed as null and void if repairs to the aircraft are performed by any company or person(s) other than the manufacturer unless our prior written approval is obtained.
 - (d) The cost of recovering and transporting the aircraft to and from the manufacturer's facilities or any other repair facility designated by the manufacturer, shall be paid by the insured and such transportation costs shall not be deemed to be a part of the deductible or claim amount.
 - (e) In the event the manufacturer determines that the repairs to the aircraft are to be performed at a repair facility other than the factory, written authorization from the manufacturer so specifying must be received by the Insured prior to commencement of work by the designated repair facility.
 - (f) With respect to a partial loss to the aircraft, we retain the option to repair or replace the aircraft, or to pay for the loss in money. The decision as to the method of repair to be used, and whether to repair or replace the aircraft, or whether to pay for the loss in money will be at our discretion. The limit of our liability shall be to repair or replace the aircraft or such part thereof with like kind and quality, with deductions for depreciation of life-limited components, and the applicable Deductible as shown in the Declarations.

4. **INSURED'S DUTIES WHEN LOSS OCCURS**. When loss occurs, the Insured shall:

- (a) Take all reasonable measures to recover and protect the aircraft and any further loss due to the Insured's failure to do so shall not be recoverable under this Policy; expense incurred in such recovery and affording such protection shall be the responsibility of the Insured.
- (b) Notify us within twenty-four (24) hours and file an Incident / Accident report with us as soon as possible thereafter. In the event of theft, larceny, robbery, pilferage or vandalism, also notify the Police. We shall not be responsible for the payment of a reward offered for the recovery of the insured property unless authorized by us or our representatives.

- (c) Take, or arrange to have taken, not less than ten (10) good quality photographs of the damaged aircraft immediately after the damage has occurred. The photographs shall be taken from various angles so as to show the damaged areas in detail. The photographs shall be forwarded to the manufacturer in Torrance, California, within ten (10) days after the accident has occurred.
- (d) Bear the cost and responsibility of recovering and returning the damaged aircraft to the manufacturer's factory in Torrance, California or, such other location as might be designated by the manufacturer, for repair or replacement within forty-five (45) days. All of the aircraft's parts and components shall be returned, and the aircraft shall not have suffered any significant post-accident damage when it arrives at the manufacturer's factory.
- (e) Sign an appropriate authorization form for the manufacturer's factory to commence work for the repair or replacement of the damaged aircraft or its components.
- (f) File proof of loss with us or our representatives within sixty (60) days after the occurrence of loss; submit to an examination under oath by any person named by us as often as required, produce for examination at such reasonable place as may be designated by us or our representatives all logbooks, books of accounts, bills, invoices, and other vouchers, or certified copies thereof if the originals are lost and the Insured shall permit extracts and copies thereof to be made.
- (g) If the Insured is unable for any reason to return the damaged aircraft to the manufacturer's factory in Torrance, California then the Deductible shown in the Declarations shall be two times (double) the amount shown.
- 5. **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 with any physical damage to it repaired or paid for in accordance with the terms of this Policy. Whether before or after settlement of the loss, the Insured must notify us as soon as the aircraft, or any part of it, is located.
- 6. **LIKE KIND RESTORATION**. Power plant, rotors, or other components of like make or type may be substituted. The value of any such installed substituted item shall not exceed the value of the item originally installed unless endorsed hereon and any required additional premium paid hereon. The Insured shall pay the pro-rated cost for the replacement of life-limited components.
- 7. **APPRAISAL**. We shall be the sole judge in determining the method of repair to be used, and whether to repair or replace the aircraft, or whether to pay for the loss in money. Such determination shall be made with the assistance and recommendations of the manufacturer of the aircraft covered by this Policy.
- 8. **NO BENEFIT TO BAILEE**. The insurance offered by this Policy shall not inure directly or indirectly to the benefit of any carrier or bailee.
- 9. **REINSTATEMENT OF VALUE**. In event of loss whether or not covered by this Policy the amount of insurance in respect to any aircraft shall be reduced as of the time and date of loss by the amount of such loss and such reduced value shall continue until repairs are commenced. The insurance shall then be increased by the value of the completed repairs until the amount of insurance is fully reinstated or the Policy has expired. No return of premium shall accrue hereunder.

ADDITIONAL CONDITIONS

These conditions are in addition to the conditions for Coverage I and Coverage II and apply to all coverage afforded by this Policy. Please read them carefully.

1. **ASSISTANCE AND CO-OPERATION.** The insured must co-operate with us and attend hearings and trials if we request, allow us to take statements under oath of the Insured and anyone we choose, and must assist us in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The Insured must not, except at their own cost, admit any fault, make any payment, or take on any obligation.

- 2. **ACTION AGAINST INSUREDS 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 Insured for breach of any other obligation arising from or by reason of this insurance.
- 3. **PREMIUM FULLY EARNED IN THE EVENT OF A CLAIM.** If any claim arises with respect to the aircraft insured herein, if such claim is in an amount in excess of the premium applicable to that aircraft, then the full annual premium (as shown in the Declarations) shall automatically become fully earned and shall be due and payable immediately.
- 4. **INSPECTION AND AUDIT BY US.** We or our authorized representative(s) 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.
- 5. **OUR RIGHT OF RECOVERY.** If we make any payment under this Policy which can be recovered from somebody else, the Insured agrees to transfer to us, in exchange for that payment, any right to make this recovery. The Insured must do everything necessary to transfer this right of recovery to us, including allowing suit to be brought in the name of the Insured. The Insured 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.
- 6. **OTHER INSURANCE.** Except with respect to insurance bought by the Insured to apply in excess of this Policy, if the Insured 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 valid and collectable against such damage, loss, liability or expense.
- 7. **CHANGES.** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this Policy or stop us from asserting any right under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by Endorsement signed by us and issued to form a part of this Policy.
- 8. **TRANSFER OF INTEREST.** Transfer of interest in this Policy cannot be made by the Insured without our written consent in the form of an Endorsement agreed to and issued by us.
- 9. **POLICY CANCELLATION BY NAMED INSURED.** The Named Insured may cancel this Policy at any time by notifying 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 in accordance with the standard short rate table shown on the last page of this Policy.
- 10. **POLICY CANCELLATION BY US.** We or our authorized representative may cancel this Policy at any time by giving notice to the Named Insured at least 30 days before the date that coverage will cease. If we cancel because the premium has not been paid, we can do so with 10 days notice. Notice may be given by post or by electronic means, including cable, electronic mail or facsimile, to the last known address or number of the Named Insured. Proof of having dispatched 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, no return premium shall be paid to the Named Insured if a loss is paid or reserved under this Policy in excess of the Annual Premium.

- 11. **NO RENEWAL OR EXTENSION OF POLICY.** Insurance is only provided by this Policy during the Policy Effective period specified in the Declarations. There will be no renewals or extensions of this Policy. A separate policy must be obtained to provide insurance for any other period.
- 12. **CONCEALMENT OR MISREPRESENTATION.** This Policy is void if the Insured has concealed or misrepresented any material fact or circumstance relating to this Policy, either before or after a loss.

- 13. **OUR OBLIGATIONS AND INSURED'S DUTIES.** We will only provide coverage in this Policy if the Named Insured pays the premium stated in this Policy and only if the Policy requirements are complied with fully. We have the right to deduct any premium or other debts owed under this policy from any payment we make to or on behalf of an Insured.
- 14. **INSURANCE FOR NEWLY ACQUIRED AIRCRAFT AND DELETION OF AIRCRAFT.** This Policy provides coverage only for the specific aircraft identified in the Declarations. A separate policy must be obtained for any newly acquired aircraft.
- 15. **CLAIM NOTIFICATION CLAUSE.** The Insured upon knowledge of any occurrence likely to give rise to a claim under this Policy must notify us immediately.
- 16. **ACTION AGAINST US.** No person or organization may sue us until all the terms of this Policy have been complied with and a court has entered a judgment against the Insured, nor until sixty (60) days after a Sworn Statement in Proof of Loss has been filed and the amount of loss determined as provided in this Policy, nor may any suit or action be brought against us more than twelve (12) months after the date of the occurrence. Nothing contained in this Policy shall give any person or organization any right to bring us into any legal action to determine their liability or the liability of the Insured.

EXCLUSIONS

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

- 1. **PURPOSE.** If the Aircraft is used for any unlawful purpose or is operated other than in compliance with the terms of its Airworthiness Certificate and the approved operating limitations contained in its Pilots Operating Handbook or other documents associated with the Airworthiness Certificate.
- 2. **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 appropriate Civil Aeronautics Authority regulations which apply for the flight involved, or if the aircraft has not been maintained in accordance with the manufacturer's Maintenance Manual and Service Bulletins.
- 3. **PILOTS.** If the aircraft is being operated by any person other than the Pilot(s) stated in the Declarations and any Endorsement attached to this Policy or is operated by any such person in violation of the terms and limitations of his Pilot's Certificate or Medical Certificate as issued by the appropriate authority, or if the Pilot is not properly certified, rated and qualified under current Regulations which apply to the operation of the aircraft, whether or not the Pilot is named in this policy.
- 4. **USE.** If the aircraft is used for any purpose other than as stated in the Declarations and any Endorsement attached to this Policy or if the aircraft is being used to carry any aerial signage, or in connection with any competitive flying, experimental flying, any attempt at record breaking, sky-diving, bungee jumping or acrobatic flying.
- 5. **AIRCRAFT.** If the Aircraft is manufactured by any manufacturer other than Robinson Helicopter Company, Inc., Torrance, California or if the aircraft is changed or converted into a type other than stated in the Declarations.
- 6. **ADDITIONAL EQUIPMENT.** For loss or damage to any accessories or equipment carried in or installed in or on the aircraft after it left the manufacturer's factory, or for any liability caused by such accessories or equipment.
- 7. **RADIOACTIVE/NUCLEAR.** For any loss, damage, or destruction of any property whatsoever, or for any legal liability of whatsoever nature, caused by, contributed to, or arising directly or indirectly from ionizing radiations or contamination by radioactivity, atomic or nuclear fission, or other reaction or radioactive force or matter, from any source whatsoever.

- 8. WAR AND OTHER PERILS EXCLUSION CLAUSE. For 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, strikes, riots, civil commotions, labor disturbances, terrorist activity, hijacking, unlawful seizure, 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.
- 9. **MECHANICAL BREAKDOWN OR WEAR AND TEAR.** For loss or damage 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.
- 10. **LOSS OF USE, DEPRECIATION, GUARANTY OR WARRANTY.** For loss that results because the aircraft cannot be used, nor will we pay for depreciation, or loss of guaranty, or warranty, however caused.
- 11. **UNDISCLOSED FINANCIAL INTEREST.** For loss or damage to the aircraft if any person, other than the Named Insured has any financial interest in the aircraft.
- 12. **CONVERSION, EMBEZZLEMENT, SECRETION**. For loss 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 with the Insured, whether oral or implied, nor to any physical loss or damage resulting therefrom.
- 13. **TRANSPORT.** For loss or damage to the aircraft while being transported from point to point aboard a water- going vessel.
- 14. NOISE, POLLUTION, AND OTHER PERILS EXCLUSION CLAUSE.
 - (a) For claims directly or indirectly caused 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 inflight 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 (a) above or
 - (ii) a claim or claims covered by the Policy when combined with any claims excluded by (a) above (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 Insured under this Policy:
 - (i) damages awarded against the Insured and
 - (ii) defense fees and expenses incurred by the Insured.
 - (d) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this Policy.
- 15. **EMPLOYEES.** For claims because of bodily injury to any employee of the Insured while in the course and scope of their employment for the person, organization, partnership or corporation against whom the claim has been made, or to any obligation for which the Insured or any company as their insurer may be held liable under any Worker's Compensation, Occupational Disease, Disability Benefit, Unemployment Compensation, Employers Liability Act, Defense Bases Act, or any similar act, plan or law, whether state, federal or foreign.

- 16. **BODILY INJURY TO THE INSURED**. For claims because of bodily injury to any person who is an insured, an Insured's spouse, or any family member residing in the Insured's household or the estates of any such parties.
- 17. **INSURED'S PROPERTY**. Except as provided in Coverage II for damage to property which is owned, rented, leased, occupied, being transported, or used by, or in the care, custody or control of the Insured.
- 18. INTENTIONAL INJURY. For intentional bodily injury or property damage caused by or at the direction of the Insured.
- 19. **ASSUMED LIABILITY**. For liability assumed by the Insured under any contract or agreement; unless such legal liability would have existed even in the absence of such contract or Agreement.
- 20. **PUNITIVE DAMAGES**. For claims of punitive or exemplary damages against the Insured.

ONE YEAR SHORT RATE CANCELLATION TABLE

Days	Re	efund	Days		Refund
Policy	Pe	ercent of	Policy		Percent of
in Force	Pr	emium	in Force		Premium
1		95	154 - 156		47
2		94	157 - 160		46
3 - 4		93	161 - 164		45
5 - 6		92	165 - 167		44
7 - 8		91	168 - 171		43
9 - 10		90	172 - 175		42
11 - 12		89	176 - 178		41
13 - 14		88	179 - 182	(6 months)	40
15 - 16		87	183 - 187		39
17 - 18		86	188 - 191		38
19 - 20		85	192 - 196		37
21 - 22		84	197 - 200		36
23 - 25		83	201 - 205		35
26 - 29		82	206 - 209		34
30 - 32	(1 month)	81	210 - 214	(7 months)	33
33 - 36		80	215 - 218		32
37 - 40		79	219 - 223		31
41 - 43		78	224 - 228		30
44 - 47		77	229 - 232		29
48 - 51		76	233 - 237		28
52 - 54		75	238 - 241		27
55 - 58		74	242 - 246	(8 months)	26
59 - 62	(2 months)	73	247 - 250	(O months)	25
63 - 65	(2 1110111113)	72	251 - 255		24
66 - 69		71	256 - 260		23
70 - 73		70	261 - 264		22
74 - 76		69	265 - 269		21
77 - 80		68	270 - 273	(9 months)	20
81 - 83		67	274 - 278	(5)	19
84 - 87		66	279 - 282		18
88 - 91	(3 months)	65	283 - 287		17
92 - 94	(0 1110111110)	64	288 - 291		16
95 - 98		63	292 - 296		15
99 - 102		62	297 - 301		14
103 - 105		61	302 - 305	(10 months)	13
106 - 109		60	306 - 310	(10 1110111113)	12
110 - 113		 59	311 - 314		11
114 - 116		 58	315 - 319		10
117 - 120		 57	320 - 323		9
121 - 124	(4 months)	5 <i>7</i>	324 - 328		 8
125 - 127	(4 months)	 55	329 - 332		
123 - 127		 54	333 - 337	(11 months)	/ 6
132 - 135		53		(11 1110111113)	 5
136 - 138		 52	338 - 342 343 - 346		л
130 - 138		52 51	343 - 346 347 - 351		
139 - 142 143 - 146		50	352 - 355		3 2
143 - 146 147 - 149		49			
	(E months)		356 - 360 361 - 365	(12 months)	1
150 - 153	(5 months)	48	361 - 365	(12 months)	0