



1600-130 Adelaide Street West
Toronto, Ontario M5H 3P5
Phone: 416-849-4542
Fax: 416-849-4555
Email: aim@aimunderwriting.ca

February 18, 2009

Dear Policy Holder:

Attached please find your Aviation Insurance Policy issued by AIM Underwriting Limited on behalf of the Allianz Global Risk US Insurance Company.

We invite you to visit our web site at www.aimunderwriting.ca. While in the web, the Allianz Global Risk US Insurance Company web page(www.allianz.ca). This will give you an idea of the strength of this company.

If during the term of this Policy you require further coverage, then please contact your Broker as shown below so that they may contact us for approval.

Notice Concerning Personal Information: By purchasing insurance from Allianz Global Risk US Insurance Company, you have provided us with your consent to the collection, use and disclosure of your personal information, including that previously collected, for the purposes of: communicating with you; assessing your application for insurance and underwriting your policies; evaluating claims; detecting and preventing fraud; analyzing business results; and acting as required or authorized by law. We may also use your personal information to tell you about, offer or provide other services or products.

Thank you for the continued confidence in AIM Underwriting Limited whose AIM is to provide you with superior service, knowledge and expertise in matters relating to your aviation needs.

Yours truly,

A handwritten signature in black ink, appearing to read 'AIM', is written over a horizontal line.

AIM Underwriting Limited
President

Your Broker representing your interests is:

ABC Insurance Brokers

123 Any Street

Anytown, Ontario L3Y 3T8

Email: psmay@aimunderwriting.ca

In the event of a claim:

Please contact your Broker or AIM Underwriting Limited directly.



General Liability Insurance Policy

Number **AIM0951623**

Issued To **Specimen General Liability Policy**

Issued By **AIM Underwriting Limited**
1600-130 Adelaide Street West, Toronto, Ontario, M5H 3P5

On Behalf of **Allianz Global Risk US Insurance Company (100%)**

Your Broker **ABC Insurance Brokers**
123 Any Street, Anytown, Ontario, L3Y 3T8

The Insured is requested to read this Policy carefully, and if incorrect, then return it immediately for corrections.



Declaration Page

Policy: AIM0951623

Premium	\$5
Endorsement	\$0
Finance	\$0
Issuance	\$1
Total Due	\$6
Minimum & Retained	\$6

You have made an application to us for coverage on your operation and we agree to issue on behalf of Allianz Global Risk US Insurance Company, a Policy of insurance based on the details provided to us. This Declaration Page outlines the coverage that you purchased. The Policy attached to this Declaration Page defines the available coverages along with the terms, conditions and exclusions applicable to this Policy and Declaration Page.

1. **Named Insured**
Specimen General Liability Policy
Anystreet
Anytown, Ontario L3Y 3T8
2. **Policy Period** Commences at the address shown above at 12:01AM on **January 01, 2009** and Expires at 12:01 AM on **January 01, 2010**.
3. **Coverage** The coverage under this Policy applies only to the coverage details listed below or as stated by endorsements attached.

Coverage

Coverage	Description	Limit of Liability ^a (per occurrence)	Limit of Liability ^a (per aircraft)	Deductible ^b	Premium
H	Premises	\$1,000,000	\$0	\$1,000	\$1
I	Hangarkeepers	\$1,000,000	\$1,000,000	\$1,000	\$1
J	Products	\$1,000,000	\$0	\$0	\$1
K	Refueling	\$1,000,000	\$0	\$1,000	\$1
L	Contractors	\$1,000,000	\$0	\$1,000	\$1

a Combined Limit Bodily Injury and Property Damage, Each occurrence and in respect to Coverages J, K and L each occurrence and in the Aggregate.

b Property Damage only.

4. **Type of Operation** As agreed by us
5. **Locations** Coverage under this Policy applies at the following locations and as expanded in the Policy Wording.

Anytown, Ontario

This document dated February 18, 2009 has been signed and approved by:

AIM Underwriting Limited

Countersigned by

Insuring Agreements

In return for payment of the premium, we will provide the insurance described in this Policy and attached Endorsements, for the Coverages applicable according to the Declaration Page, and subject to the Conditions, Definitions, Limitations and Exclusions contained herein and in this Policy Declaration Page or attached endorsements.

Coverage H Premises Section

If the Declaration Page shows that you purchased liability Coverage H, we will pay on your behalf all amounts which you are legally obligated to pay as damages, including any pre-judgment interest, unless excluded or limited in this Policy for:

bodily injury or destruction of property, including loss of use thereof caused by an occurrence that arose:

- a. in or about the location stated on the Declaration Page, as a direct result of services granted by you.
- b. elsewhere in the course of any work carried out by you or your employees in connection of your business only.

Additional Coverages In addition to the Coverages shown on the Declaration Page, we will also provide additional Coverages, as listed below, which will be paid by us in addition to the limits of liability shown on the Declaration Page.

Tenant's Legal Liability We will pay up to \$250,000 on your behalf all amounts which you are legally obligated to pay as damages, including pre-judgment interest, unless excluded or limited in this Policy for damage to a building that you are responsible for under any tenancy agreement.

Exclusions

- a. We will not pay for loss of or damage to property owned, rented, leased or occupied by; while in the care custody or control of; or while being handled, serviced or maintained by you or your employees, but this Exclusion shall not apply to vehicles that are not your property while on the premise specified on the Declaration Page.
- b. we will not pay for Bodily Injury or Property Damage caused by any mechanically propelled vehicle which you or anyone else you allow to use while on a public road where a vehicle license is required.
- c. we will not pay for Bodily Injury or Property Damage caused by any ships, vessels, craft or aircraft owned, chartered, used or operated by or on your behalf.
- d. we will not pay for Bodily Injury or Property Damage arising out of any Air Meet, Air Show or Air Race where more than 2500 people have been invited and a fee has been charged them, for such event.
- e. we will not pay for Bodily Injury or Property Damage arising out of any construction, demolition or alteration to buildings, runways whether performed by you or any contractor that you might use, except for day to day maintenance operations required to maintain your property or operation.
- f. we will not pay for Bodily Injury or Property Damage arising out of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you after such goods or products have ceased to be in your possession. This exclusion does not apply to food or drink supplied at your premises stated in the Declaration Page.

Coverage I Hangarkeepers Section

If the Declaration Page shows that you purchased liability Coverage I, we will pay on your behalf all amounts which you are legally obligated to pay as damages, including any pre-judgment interest, unless excluded or limited in this Policy for:

Loss or damage to aircraft or aircraft equipment owned by others while on the ground and while in your care custody or control or while being serviced, handled or maintained by you or your employees.

Exclusions

- a. we will not pay for any loss or damage to any aircraft or aircraft equipment that is owned, rented, leased or loaned by you or any of your employees.
- b. we will not pay for any damage to any aircraft while in flight.

Coverage J Products Section

If the Declaration Page shows that you purchased liability Coverage J, we will pay on your behalf all amounts which you are legally obligated to pay as damages, including any pre judgment interest, unless excluded or limited in this Policy:

arising out of the possession, use, consumption or handling of any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you or your employees which form part of an aircraft or aircraft equipment and then only after such goods or products have ceased to be in your possession or your employees possession or control.

Exclusions

- a. we will not pay for loss of or damage of your property or other property while in your care custody or control.
- b. we will not pay for repairing or replacing any defective goods, defective parts or parts or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you.
- c. we will not pay for loss or damage arising out of the improper or inadequate performance, design or specification but this exclusion shall be deemed not to apply to bodily injury or property damage resulting therefrom.
- d. we will not pay for loss of use to any aircraft that is not actually lost or damaged in an occurrence giving rise to a claim hereunder.

Limits Of Liability The maximum amount that we will pay for all damages arising out of any one occurrence and in the aggregate for this Policy, regardless of the number of claims under Coverage J will be the amount shown on the Declaration Page, for the coverage purchased.

Coverage K Refuelers Section

If the Declaration Page shows that you purchased liability Coverage K, we will pay on your behalf all amounts which you are legally obligated to pay as damages, including any pre-judgment interest, unless excluded or limited in this Policy:

arising out of that part of your operation involving refueling of aircraft.

This section combines Coverages H, I & J into one section and therefore the terms conditions and exclusions of this section are the same as outlined in the above for Coverages H, I & J.

Limits Of Liability The maximum amount that we will pay for all damages arising out of any one occurrence and in the aggregate for this Policy, regardless of the number of claims under Coverage K will be the amount shown on the Declaration Page, for the coverage purchased.

Coverage L Contractors Section

If the Declaration Page shows that you purchased liability Coverages L, we will pay on your behalf all amounts which you are legally obligated to pay as damages, including any pre-judgment interest unless excluded or limited in this Policy for:

work performed in or around aircraft or airports where you have signed a specific contract in order to provide such service.

This section combines Coverages H, I & J into one section and therefore the terms conditions and exclusions of this section are the same as outlined in the above Coverages H, I & J.

Conditions Applicable to All Sections

Policy Changes No change may be made to this Policy except by an endorsement issued by us.

Who Is Covered Under This Policy You and any executive, officer, director or employees of yours while working within the scope of their employment.

Assignment You cannot assign or transfer your interest in this Policy without our consent. If you die or are declared legally bankrupt or insolvent within the Policy period we will add your legal representatives as a Named Insured in item 1 of the Declaration Page.

Cancellation

- i. You may cancel this Policy at any time by giving us written notice in advance of the date that you require the Policy to be canceled. The cancellation will be effective from that date. We will calculate the return premium due to you based on the short rate table shown in this Policy.
- ii. We may cancel this Policy by mailing to you at the address shown in the Policy, written notice stating when, but not less than 30 days thereafter, except 10 days in the event on non payment of premium, such cancellation shall be effective. The mailing of such notice by registered mail will be sufficient proof of notice, and this Policy will end on the date of cancellation shown in the notice. We will calculate the return premium due to you based on a pro rata daily basis.

Defense and Defense costs We will defend any lawsuit brought against you seeking damages for bodily injury or property damage for which Coverage is provided in this Policy even if the lawsuit is groundless, false or fraudulent. We may investigate and settle any claim or suit we deem appropriate.

During the time that we are obligated to defend the suit, we will pay all costs of your defense including the investigation, court costs and all interest on the amount of any judgment after the judgment has been made by the court for that part of the judgment which does not exceed our total limit of liability. We are not obligated to defend you after our limits of liability have been exhausted by any settlement or tender into court.

In the event that we have requested the execution of a Non-Waiver Agreement or have issued you a letter reserving of rights with respect to a claim or suit, and you appoint a lawyer of your choice to defend you, then in that event all costs of such lawyer appointed by you shall be paid by you.

In respect of any Combined Claims we shall, subject to the limits of liability of this Policy, indemnify and defend you only for that portion of the claim or claims covered by this Policy.

We will not pay for you or your employee's loss of earnings, wages or salaries incurred in the defense of a claim.

Bonds We will pay premiums on; appeal bonds required; bonds required to release any property that is being held as security; bail bonds required by you because of an occurrence or violation of law or regulation.

Other Insurance If there is other insurance that also covers a loss covered under this Policy, then we will not be liable for a greater proportion of the loss, including all expenses, than the limit of liability under this Policy bears to the total amount of all valid insurance. The above would not apply with respect to any Policy specifically purchased as excess coverage.

Misrepresentation If you have deliberately concealed or misrepresented any material fact concerning this insurance or subject thereof or in the case of any fraud, attempted fraud whether before or after a loss has occurred, then the insurance you have under this Policy will be voided in its entirety.

Limits of Liability If there is more than one person covered under this Policy, each one is covered separately, but the limit of liability shown on the Declaration Page is not increased.

Other Damages We will not pay for;

- i. any fines, penalties, punitive damages, or exemplary damages assessed against you;
- ii. any liability arising from loss of reputation, goodwill or financial losses of a customer of yours due to the manner in which the services were provided or were not provided.

Assumed Liability We will not pay for any liability you assume under a contract or agreement other than;

- i. an airport contract you sign in order to use the airport or airport facilities or
- ii. a building lease to operate your business provided these agreements or contracts do not increase our limits of liability under this Policy.

Legal Action Against Us For Liability Claims No suit or action to recover any claim under this section of the Policy can be made until your obligations to pay has been finally determined either by judgment against you after actual trial or agreed to in writing by yourself, us and the claimant.

Exclusions Applicable to All Sections

The Exclusions outlined here are Exclusions of importance applicable to all Coverages in your Policy. There are additional Exclusions, which appear in the separate sections of this Policy

War Hijacking We will not pay for any loss or damage caused by:

- a. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power.
- b. Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter or any matters relating to the malicious disbursement of Chemical or biological agents.
- c. ~~Strikes, riots, civil commotions or labour disturbances.~~
- d. Any act of one or more persons, whether or not agents of a sovereign Power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional.
- e. ~~Act of sabotage or any malicious act.~~
- f. Confiscation, nationalisation, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil military or de facto) or public or local authority.
- g. Hijacking or any unlawful seizure or wrongful exercise of control of the Aircraft or crew in Flight (including any attempt at such seizure or control) made by any person or persons on board the Aircraft acting without your consent.

Furthermore this Policy does not cover claims arising whilst the Aircraft is outside your control by reason of any of the above perils. The Aircraft shall be deemed to have been restored to your control on the safe return of the Aircraft to you at an airfield not excluded by the geographical limits of this Policy, and entirely suitable for the operation of the Aircraft (such safe return shall require that the Aircraft be parked with engines shut down and under no duress).

With respect to the deletion (section that is struck through) of Paragraphs, or part thereof (c) and (e) above in the event of a claim or series of claims arising from these paragraphs then the maximum limit of liability available for each Coverage purchased will be 'each occurrence and in the aggregate' regardless of the number of occurrences.

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

1. the actual, alleged or threatened presence of asbestos in any form whatsoever, or any material or product containing, or alleged to contain, asbestos; or
2. any obligation, request, demand, order, or statutory or regulatory requirement that you 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 or any material or product containing, or alleged to contain asbestos.

Notwithstanding any other provisions of this Policy we will have no duty to investigate defend or pay defence costs in respect of any claim excluded in whole or in part under paragraph 1 and 2 above.

Date Recognition Clause This Policy does not cover any claim, damage, injury, loss, cost, expense or liability (whether in contract, tort, negligence, product liability, misrepresentation, fraud or otherwise) of any nature whatsoever arising from or occasioned by or in consequence of (whether directly or indirectly and whether wholly or partly):

1. The failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in your possession or of any third party) accurately or completely to connection with any change of year, date or time; whether on or before or after such change of year, date or time;
2. Any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in your possession or any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
3. Any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of yours or of any third party related to any such change of year, date or time.

And any provision of this Policy concerning any duty of ours to investigate or defend claims shall not apply to any claims so excluded.

Noise We will not pay for loss or damage arising from or caused by noise, whether audible to the ear or not, vibration, sonic boom and any phenomena associated therewith.

Pollution We will not pay for any pollution or contamination whatsoever. There is one exception to this i) Spillage of fuel arising out of one sudden and accidental spillage, provided such notice of the occurrence is reported to us within 30 days of such occurrence.

Radioactive Contamination We will not pay for loss or damage directly or indirectly caused by, contributed to, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.

Worker's Compensation We will not pay for any obligation for which you may be liable under any law relating to worker's compensation, occupational disease, disability benefit, unemployment compensation or other similar legislation.

Employees We will not pay for any bodily injury to any employee of yours injured in the course of their employment, or to any employee with respect to injury of another employee of yours injured in the course of such employment or for bodily injury to you.

Faulty Workmanship We will not pay for the cost of making good any faulty workmanship for which you, your employees, contractors or subcontractors may be liable, but this exclusion does not apply to resulting damage arising out of such faulty workmanship.

Loss Section

You must notify us as soon as possible after an occurrence giving us the following details: date, place and details of the occurrence, including names and addresses of any witnesses or injured people and a description of any damages.

Notice of Claim or Suit If a claim is made or a suit is brought against you, you must forward immediately to us every demand, notice, summons or other documents that you or your representative receives.

Rights Of Recovery You must not, except at your own risk, voluntarily make any payment, assume any obligation, or incur any expenses except for immediate medical first aid.

Assistance and Cooperation You must give us full assistance on any matters in connection with settlement of liability claims including, but not limited to, producing documents in your possession that relate to the matter in question, attending hearings, proceedings and trials.

Definitions

The words 'you' or 'your(s)' when used in this Policy refer to the name or names shown in the Declaration Page under item 1.

The words 'we', 'us' or 'our' when used in this Policy refer to the Insurers shown on the Policy Jacket Page.

'**Bodily Injury**' as respects any person, includes sickness or disease, including mental anguish or death resulting therefrom but does not include punitive or exemplary damages.

'**Combined Claim(s)**' means Claim or claims made against you which includes a risk or loss that is covered by this Policy and a risk or loss that is not covered by this Policy.

'**In Flight**' means the time commencing with the actual take off run of the aircraft and continuing until it has completed its landing roll or in the case of a helicopter whenever the rotors are turning.

'**Occurrence**' means an accident, or a continuous or repeated exposure to conditions, which results in injury during the term of the Policy, provide the injury is accidentally caused; all damage arising out of such exposure to substantially the same general conditions shall be deemed to arise out of the same occurrence.

Short Rate Cancellation Table

Days in Force	% of Premium Earned	Days in Force	% of Premium Earned	Days in Force	% of Premium Earned	Days in Force	% of Premium Earned	Days in Force	% of Premium Earned
1 - 10	10	71 - 80	35	141 - 150	56	211 - 220	73	281 - 290	87
11 - 20	16	81 - 90	38	151 - 160	59	221 - 230	75	291 - 300	89
21 - 30	20	91 - 100	41	161 - 170	62	231 - 240	77	301 - 320	91
31 - 40	23	101 - 110	44	171 - 180	65	241 - 250	79	321 - 330	93
41 - 50	26	111 - 120	47	181 - 190	67	251 - 260	81	331 - 340	95
51 - 60	29	121 - 130	50	191 - 200	69	261 - 270	83	341 - 365	100
61 - 70	33	131 - 140	53	201 - 210	72	271 - 280	85		



**Notice to Specimen General Liability
Policy
Policy Number AIM0951623**

1600-130 Adelaide Street West
Toronto, Ontario M5H 3P5
Phone: 416-849-4542
Fax: 416-849-4555
Email: aim@aimunderwriting.ca

Pursuant to the Freedom of information and protection of Privacy Act, 1987

Legal authority for collection:
Insurance Act, R.S.O. 1980, c218, as amended, section 80(1)

Principal purpose for which personal information is intended to be used.

Information collected by Insurers or supplied from insureds or supplied to Insurers pertaining to the attached document will be used:

- To compile aggregate statistical data to be used in monitoring trends in the industry;
- To develop statistical exhibits to be used in monitoring the insurance industry;
- To respond to requests for customized statistical information on the insurance industry;
- To respond to inquiries on statistical information made to Office of the Superintendent of Insurance.

The public official who can answer questions about the collection is:

Director - Service Development Insurance Division
Ministry of Financial Institutions
3rd Floor, 10 Wellesley Street East
Toronto, Ontario

Telephone: 416-326-9128
Facsimile: 416-326-9112