



**We've got
you covered!**

The policy is issued by:



Underwritten by:

STARR
INSURANCE COMPANIES

DECLARATIONS

Policy Number 600009191-01.

This page with "Policy Provisions -- Part 1" Form SkyWatch Policy Provisions (9/17) and all endorsements attached hereto completes this numbered aviation physical damage and liability policy, issued by the company as indicated above (hereinafter called the Company).

ITEM 1 NAMED INSURED: Jonathon Cortez, Tsunami Air LLC.
ADDRESS: 611 Valri Park Drive, Valrico, FL, 33594, USA.

ITEM 2 Policy Period:
January 17,2022 12:41 PM - January 17,2023 12:41 PM EST

ITEM 3 Liability Coverages

A. Single Limit Bodily Injury and Property Damage	\$500,000	Each Occurrence
B. Medical Expense	\$5,000	Each Person
C. Personal Injury	\$100,000	Each Offense and in the Aggregate

ITEM 4 Description of **UAS** insured hereunder:
As recorded and described by the Named Insured in the SkyWatch system

ITEM 5 When **in flight**, the **UAS** will be operated only by persons recorded and described in the SkyWatch system.

ITEM 6 The **UAS** will be used only for the following purpose: As required by the Named Insured.

ITEM 7 Policy Territory
Within the United States of America

Endorsements and forms forming a part of this policy on its effective date: January 17,2022 12:41 PM EST

SKYWATCH POLICY PROVISIONS (09/17), STARR FORMS Starr 10007, AVN46B, Starr 30002, AVN2000A, AVN52E, Starr 10020, AVN38B, Starr 20010, Starr 20011, Starr 10055, AVN48B, LIIBAaviation, AVN139

By:



(Authorized Representative)

Producer:



SkyWatch Insurance Services, Inc.

Date of Issue: January 17,2022 12:41 PM EST

UNMANNED AIRCRAFT SYSTEM AVIATION POLICY

Policy Provisions - Part 1

The Company as shown in Part 2 - Declarations (hereinafter called the Company), in consideration of the payment of the premium, in reliance upon the statements in the Declarations made a part hereof, subject to all of 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 Items 3 and 4 of the Declarations.

INSURING AGREEMENTS

I. LIABILITY COVERAGES

Coverage A – Single Limit Bodily Injury and Property Damage Liability (including any and all **related claims**)

To 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 ownership, maintenance or use of the **UAS**.

Coverage A shall also include liability arising from the sale of the insured **UAS** and **UAS** parts and supplies provided the **UAS** is no longer in the care, custody or control of the insured and such **UAS** is not operated by or on behalf of the insured.

Only with respect to Coverages A, caused by an **occurrence** and arising out of the maintenance or use of **premises** in or upon which the **UAS** is operated.

II. MEDICAL EXPENSE COVERAGE

Coverage B - Medical Expense - To pay all reasonable **medical expense** incurred within 60 days from the date of injury, to or for each **person** who sustains **bodily injury** caused by an **occurrence**, provided the **UAS** is being used by or with the permission of the **named insured**.

III. **Coverage C - Personal Injury** - To pay damages for personal injury for which an insured is legally liable, caused by an offense that is first committed during the policy period and arising from the occupancy, operation or use of the **UAS**, or premises, by the insured

IV. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS Coverages A and C

The Company shall have the right and duty to defend any suit against the **insured** seeking damages on account of such **bodily injury**, **property damage**, or **personal injury** 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, not to exceed \$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) These payments will reduce the limits available for Coverage C.

V. **POLICY PERIOD, TERRITORY**
All Coverages

This policy applies only to **bodily injury, property damage, or personal injury** which occurs during the policy period, while the **UAS** is within the policy territory described in the declarations

EXCLUSIONS

This policy does not apply:

1. (a) To any **insured** while the **UAS** is in flight with the knowledge and consent of such **insured** or of any executive officer, partner, or managing agent of such **insured** for any unlawful purpose, or any purpose not so designated in the Declarations, or operated by other than the persons or pilots designated in the Declarations
 - (b) To any UAS unless recorded via the SkyWatch system
 - (c) Unless the **UAS** operator holds all the certificates and ratings required by the FAA
 - (d) To any **insured** while the **UAS** is in flight indoors of a building or other enclosed structure.
 - (e) To **bodily injury, property damage, or personal injury** expected or intended from the standpoint of the **insured**.
 - (f) Any discharge or release of munitions or firearms whether intentional or unintentional.
2. To any damages excluded by the Nuclear Risk Exclusion Clause below.
 - (a) This policy does not cover:
 - (1) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.

(2) any legal liability of whatsoever nature.

Directly or indirectly caused by or contributed to by or arising from:

(a) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

(b) the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;

(c) ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.

(c) It is understood and agreed that such radioactive material or other radioactive source in paragraph (a) and (b) above shall not include:

(1) depleted uranium and natural uranium in any form;

(2) radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.

(d) This policy, however, does not cover **loss** of, or destruction of, or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:

(1) the **insured** under this policy is also an **insured** or an additional insured under any other insurance policy, including any nuclear energy liability policy; or

(2) any person or organization is required to maintain financial protection pursuant to legislation in any country; or

(3) the insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.

3. To claims caused by

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

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

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

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

(e) Any malicious act or act of sabotage.

- (f) Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority.
- (g) Hi-jacking or any unlawful seizure or wrongful exercise of control of the **UAS** or crew in flight (including any attempt at such seizure or control) made by any person or persons on board the **UAS** acting without the consent of the **insured**.

Furthermore this policy does not cover claims arising while the **UAS** is outside the control of the **insured** by reason of any of the above perils. The **UAS** shall be deemed to have been restored to the control of the **insured** on the safe return of the **UAS** to the **insured** at and not excluded by the geographical limits of this policy, and entirely suitable for the operation of the **UAS** (such safe return shall require that the **UAS** be in the possession of the **named insured** and under no duress).

4. Under Coverages A and B

- (a) To any liability for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) that the **insured** would have in the absence of a contract or agreement; or
 - (2) assumed in an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution and prior to the termination of the **insured contract**.
- (b) To an **insured** under this policy who is also an **insured** under a contract of nuclear energy liability insurance issued by the Nuclear Energy Liability Insurance Association or the Mutual Atomic Energy Liability Underwriters and in effect at the time of the **occurrence** resulting in such injury, sickness, disease, death or destruction; provided, such contract of nuclear energy liability insurance shall be deemed to be in effect at the time of such **occurrence** notwithstanding such contract has terminated upon exhaustion of its limit of liability;
- (c) (1) To claims directly or indirectly occasioned by, happening through or in consequence of:
 - (a) noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
 - (b) pollution and contamination of any kind whatsoever,
 - (c) electrical and electromagnetic interference,
 - (d) interference with the use of property, unless caused by a crash or collision of the insured **UAS** or an emergency causing abnormal **UAS** operation.
- (2) With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
 - (a) claims excluded by paragraph (c) (1) or
 - (b) a claim or claims covered by the policy when combined with any claims excluded by paragraph (c) (1) referred to below as "Combined Claims."

- (3) In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the **insured** for that portion of the following items, which may be allocated to the claim or claims covered by the policy:
- (a) damages awarded against the **insured** and
 - (b) defense fees and expenses incurred by the **insured**.
- (d) To claims in respect of death, **bodily injury**, illness or disease to any person or persons and/or damage to or destruction of property caused by or resulting from the application of or use by the **insured** or his agent of all forms of fertilizers, fungicides, defoliants, herbicides, hormone selective weed killers, pesticides, insecticides and arsenical preparations or compounds or any other forms of chemical.
- (1) Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.
5. Under Coverages A and B
- (a) To any obligation for which the **insured** or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
 - (b) To **bodily injury** to any employee of the **named insured** arising out of and in the course of his employment by such **named insured**; but this exclusion (b) does not apply to liability assumed by the **named insured** under any **insured contract** that is a prerequisite for the use of any airport or airport facility;
 - (c) To **bodily injury** or death of any person who is a **named insured**.
6. Under Coverage A, 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 or transported by the **insured**.
7. Under Coverage C to any damages, loss, cost or expense, as a result of personal injury:
- A. arising out of breach of contract.
 - B. that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:
 - 1. this insurance; or,
 - 2. a subsequent, continuous renewal or replacement of this insurance, that:
 - a. is issued to you by us or by an affiliate Company of ours.
 - b. remains in force while the offense continues; and
 - c. would otherwise apply to personal injury.
 - C. for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement.
- This exclusion does not apply to the liability for damages that such insured would have in the absence of such contract or agreement.

- D. arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.
- E. arising out of an offense, committed by or on behalf of the insured, that:
- a. is intended by such insured; or
 - b. would be expected from the standpoint of a reasonable person in the circumstances of such insured; to cause injury
- F. arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.
- G. arising out of:
1. controlling, creating, designing or developing of another's Internet site;
 2. controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
 3. controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
 4. publication of content or material on or from the Internet, other than material developed by you or at your direction.
- H. arising out of an offense committed by or on behalf of an insured whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.
- This exclusion does not apply to personal injury caused by an offense described in subparagraphs A., B., or C. of the definition of personal injury.
- I. arising out of any offense first committed before the beginning of the policy period.
- J. arising out of any electronic, oral, written or other publication of content or material by or with the consent of the insured:
1. with knowledge of its falsity; or
 2. if a reasonable person in the circumstances of such insured would have known such content or material would be false.
- K. any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
- a. arrest, detention or imprisonment;
 - b. breach of any express or implied covenant;
 - c. coercion, criticism, humiliation, prosecution or retaliation;
 - d. defamation or disparagement;
 - e. demotion, discipline, evaluation or reassignment;
 - f. discrimination, harassment or segregation;
 - (i) eviction; or

- (ii) invasion or other violation of any right of occupancy;
 - g. failure or refusal to advance, compensate, employ or promote;
 - h. invasion or other violation of any right of privacy or publicity;
 - i. termination of employment; or
 - j. other employment related act, omission, policy, practice, representation or relationship in connection
 - k. with any insured at any time.
- L. arising out of the taking of or exercising of the property rights of others by overflight or other operation of the UAS.
- M. arising out of the wrong description of the price of goods, products or services.
- N. arising out of, giving rise to or in any way related to any actual or alleged:
- 1. assertion; or
 - 2. infringement or violation;
- by any person or organization (including any insured) of any intellectual property law or right, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

LIMIT OF THE COMPANY'S LIABILITY

ALL COVERAGES (Other Insurance)

Except with respect to insurance specifically purchased by the **insured** to apply in excess of this policy, if there is other insurance in the **insured's** name or otherwise, against **loss**, liability or expense covered by this policy, the Company shall not be liable under this policy for a greater proportion of such **loss**, liability or expense than the applicable limit of the Company's liability bears to the total applicable limit of liability of all valid and collectible insurance against such **loss**, liability or expense, either as **insured** under a policy applicable to the **UAS** or otherwise and if such other insurance shall have been written through the Company as primary insurance then the Company's limits of liability under this policy shall be reduced by the applicable limits of such other policy

COVERAGE A (Total Liability)

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 (related or otherwise) on account of **bodily injury** or **property damage**, or (4) **UAS** to which this policy applies, the Company's liability is limited as follows:

Coverage A. The total liability of the Company for all damages, including all **related claims** and all 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**".

For the purpose of determining the limit of the Company's liability, all **bodily injury** and **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

COVERAGES A (Severability of Interests)

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.

COVERAGE A (Total Liability)

The limit of liability stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all expenses incurred by or on behalf of each person who sustains **bodily injury** in any one **occurrence**; the limit of liability stated in the Declarations for Coverage A as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the Company's liability for all expenses incurred by or on behalf of two or more persons who sustain **bodily injury** in any one such **occurrence**.

COVERAGE B

The limit of liability stated in the Declarations for each occurrence is the most we will pay for medical expenses of all persons arising out of any one occurrence. The limit of liability stated in the Declarations for each person is the most we will pay for medical expenses of any one person arising out of an occurrence, but such limit shall be included in and subject to the each occurrence limit of Coverage B. No one will be entitled to receive duplicate payments for the same elements of injury under this Coverage B and Coverage A of this Policy.

COVERAGE C

The limit of liability stated in the Declarations for personal injury, is our total liability for all damages and supplementary payments because of personal injury, and shall not exceed the limit of liability stated in the Declarations as applicable to "each offense and in the aggregate", regardless of the number of (1) insureds under this Policy; (2) persons or organizations, to which this coverage applies, who sustain personal injury; or (3) claims made or suits brought on account of personal injury.

DEFINITIONS

When appearing in this policy in bold face print:

Aviation Managers means Starr Aviation Agency, Inc., Starr Underwriting Agents Limited, Starr Adjustment Services, Inc. or any of their subsidiary or affiliated companies, branch offices or authorized representatives.

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 (FAA) 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.

Insured the unqualified word **insured** wherever used in the policy with respect to Coverage A, includes not only the **named insured** but also any person while using the **UAS** and any person or organization legally responsible for its use, provided the actual use is with the express permission of the **named insured**. Insured shall also include any commercial aviation customer, landlord, or airport as evidenced by certificate of insurance issued by or held on file by Starr Aviation Agency, Inc. shall be included as additional insureds but only as respects operations of the named insured.

Except with respect to the **named insured** the provisions of this paragraph do not apply:

- (a) to any employee with respect to **bodily injury**, sickness, disease or death of another employee of the same employer injured in the course of such employment;
- (b) to any person or organization or to any agent or employee thereof (other than any employee of the named insured while acting in the course of his employment by the **named insured**):
 - (1) who manufactures, builds, sells or distributes aircraft or **UAS**, aircraft or **UAS** engines, aircraft or **UAS** components, aircraft or **UAS** accessories, batteries or fuel used in aircraft or **UAS**;

- (2) who is engaged in the operation of an aircraft or **UAS** repair shop, aircraft or **UAS** sales agency, aircraft or **UAS** rental service, aircraft or **UAS** flying school, aircraft or **UAS** management service, aircraft or **UAS** aerial application service, aircraft or **UAS** inspection, appraisal, certification or examination service, commercial flying service, airline, airport, hangar, pilot training center or charter brokerage service;
 - (3) who is engaged in the activity of instruction, evaluation, examination or certification of any **UAS** operation prospective pilot or crew member;
 - (4) who is charging a fee and/or receiving any remuneration or benefit for providing any type of service whatsoever in connection with the ownership, maintenance or use of any insured **UAS**;
- (c) to any person or organization operating the **UAS** under the terms of any rental agreement or training program which provides any remuneration to the **named insured** for the use of said **UAS**;

Insured contract means:

- (a) Any contract which requires as a prerequisite of the use of an airport or airport facility the indemnification of a military or governmental authority, except in connection with work performed for the military or governmental authority;
- (b) that part of any contract or agreement pertaining to ownership maintenance or use of **UAS** or **premises** under which any **insured** assumes the Tort Liability of another party to pay for **bodily injury** or **property damage** to a third person or organization.

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

- (a) with or for the benefit of any crew member or their heirs;
- (b) that pertains to major alteration or major repairs to **UAS**, or **UAS** parts or accessories;
- (c) that pertains to the purchase or sale of **UAS**, **UAS** parts or accessories;

Intellectual Property Law or Right means:

- a. certification mark, copyright, patent or trademark (including collective or service marks);
- b. right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- c. other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- d. other judicial or statutory law concerning piracy, unfair competition or other similar practices.

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

Named insured means the person or organization named in Item 1 of the Declarations.

Occurrence means an accident, including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage** during the policy period neither expected nor intended from the standpoint of the **insured**. In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one **occurrence**, and shall be deemed to occur only when such damage first commences.

Personal Injury means injury, other than bodily injury or property damage caused by an offense of:

- A. false arrest, false detention, or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- D. electronic, oral, written or other publication of material that:
 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 2. violates a person's right of privacy.

Premises means such portions of **UAS** operating areas or locations used by the **named insured** directly in connection with the ownership, maintenance, storage or use of **UAS** exclusive of premises owned, operated or maintained by the **named insured**.

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.

Recreational Use the **UAS** shall be used for private and pleasure flights excluding any operation for which a charge is made or excluding any use of the **UAS** involving the insured's business or employment, or any use as required under FAR 107, 333 Letter or COA.

Related claims means all claims for care and loss of service, loss of society and consortium, mental anguish, emotional distress, loss of support, medical and funeral expenses, and any and all other damages from or arising out of **bodily injury** to any person. Notwithstanding anything to the contrary in the definition of **bodily injury**, the Company's liability and coverage for damages for both **bodily injury** and **related claims** are included and combined within the "each person" and "each **occurrence**" Limits of Liability specified in the Declarations, as applicable, and there are no separate or additional Limits of Liability for **related claims**.

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

SkyWatch Application means the software utilized to obtain information about the Named Insured and the **UAS** the Named Insured is operating.

UAS means unmanned aerial vehicle or system used or intended to be used for flight that has no onboard pilot and including all the equipment required for flight.

CONDITIONS

APPLICABLE TO COVERAGES A, B AND C (BODILY INJURY AND PROPERTY DAMAGE)

1. ACTION AGAINST THE COMPANY

No person or organization has a right under this policy:

- (a) to join the Company as a party or otherwise bring the Company into a suit asking for damages from an **insured**;
- (b) to sue on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against an **insured** obtained after an actual trial; but the Company will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the **insured** and the claimant or the claimant's legal representative. Service of process may be made upon the Company on behalf of the Company. However, the Company does not waive its right to commence an action in any court of competent jurisdiction or seek a transfer to another court as permitted by law.

2. FINANCIAL RESPONSIBILITY

If this policy is certified as proof of insurance under any governmental financial responsibility law applicable to **UAS**, the Company will pay the minimum amounts required by that law which do not exceed the limit of liability of this policy. The **named insured** agrees to reimburse the Company promptly for any amounts the Company would not have had to pay were it not for this clause.

3. NOTICE OF OCCURRENCE, LOSS, CLAIM OR SUIT

- (a) The **named insured** must see to it that the Company or its **aviation managers** are promptly notified in writing at the nearest office, whose address is listed on the back of the policy cover, of an **occurrence** that may result in a claim. Notice shall include:

- (1) particulars sufficient enough to identify the **insured**;
 - (2) how, when and where the **occurrence** took place;
 - (3) the names and addresses of any injured persons and witnesses.
- (b) If claim is made or suit is brought against the **insured**, the **named insured** must see to it that the Company or its **aviation managers** receive prompt written notice of the claim or suit. The **named insured** and any other **insured** involved must:
- (1) immediately send the Company copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
 - (2) authorize the Company or its **aviation managers** to obtain records and other information;
 - (3) cooperate with the Company or its **aviation managers** in the investigation, settlement or defense of the claim or suit;
 - (4) assist the Company or its **aviation managers**, upon the Company's request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which the insurance may also apply.
- (c) No **insureds** will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, with the Company or its **aviation managers** consent.

4. SEVERABILITY OF INTEREST

Except with respect to the Limit of the Company's Liability and any rights and duties specifically assigned in this policy to the first **named insured**, this insurance applies:

- (a) as if each **named insured** were the only **named insured**;
- (b) separately to each **insured** against whom claim is made or suit is brought.

APPLICABLE TO COVERAGE B (MEDICAL EXPENSE) 5. ACTION AGAINST THE COMPANY

No person or organization has the right under this policy to sue on this policy unless all of its terms have been fully complied with and until thirty (30) days after the required proofs of claim have been filed with the Company.

6. MEDICAL REPORTS: PROOF AND PAYMENT OF CLAIM

- (a) The injured person or someone on his or her behalf, as soon as practical after an accident, must give the Company written proof of claim and if requested by the Company:
 - (1) provide his or her sworn statement under oath;

- (2) authorize the Company to obtain medical reports and copies of records;
 - (3) submit to physical examination by a physician selected by the Company, when and as often as the Company may reasonably require.
- (b) The Company may pay the injured person or any person or organization rendering the services and such payment:
- (1) shall reduce the amount payable hereunder for the injury;
 - (2) shall not constitute admission of liability by an **insured**, or the Company.

7. INSURED'S DUTIES WHEN LOSS OCCURS

When **loss** occurs, the **insured** shall:

- (a) take all reasonable precautions to protect the property, recordable flight log(s) or **UAS** after an **occurrence**. The Company shall reimburse the **insured** all reasonable cost in affording such protection;
- (b) not abandon the property or **UAS**;
- (c) immediately contact the **aviation managers** and provide prompt written notice at the address appearing on the back of the policy cover, including the:
 - (1) time, place and description of events;
 - (2) description and location of the **UAS**;
- (d) do nothing after the **loss** to harm the Company or the **aviation managers** right of recovery against any person or organization;
- (e) allow the Company or the **aviation managers** to inspect the property;
- (f) submit to examination under oath if requested by the Company or the **aviation managers**;
- (g) allow the Company or the **aviation managers** to inspect all records for the **UAS**, pilot logbooks, repair and service invoices, sales receipts and any other pertinent records until settlement of the **loss**;

APPLICABLE TO ALL COVERAGES 8. ASSISTANCE AND COOPERATION OF THE INSURED

The **insured** shall cooperate with the Company and, upon the Company's request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits. The **insured** shall not, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense other than for such immediate medical and surgical relief to others as shall be imperative at the time of an **occurrence**.

9. BANKRUPTCY

Bankruptcy or insolvency of the **insured** or of the **insured's** estate shall not relieve the Company of any of its obligations hereunder.

10. CANCELLATION

- (a) If this policy is purchased for an hourly event then the policy is non-cancellable and will expire at the end of the policy period shown on the Declarations page. No further notice will be furnished to the **Named Insured**.
- (b) If the policy is purchased for other than an hourly event then the first **Named Insured** shown in the Declarations may cancel this policy by mailing or delivering to the Company or the **aviation managers** advance written notice of cancellation.
- (c) The Company or the **aviation managers** may cancel this policy by mailing or delivering to the first **named insured** written notice of cancellation at least:
 - (1) ten (10) days before the effective date of cancellation if the Company or the **aviation managers** cancel for non-payment or premium; or
 - (2) thirty (30) days before the effective date of cancellation if the Company or **the aviation managers** cancel for any other reason.
- (d) The Company or the **aviation managers** will mail or deliver notice to the first **named insured's** last mailing address known to the Company or the **aviation managers**.
- (e) Failure by the Named Insured to remit the premiums on the due date shall be deemed cancellation by the **named insured**.
- (f) If this policy is cancelled, the Company will return any premium refund due. If the Company or the **aviation managers** cancel, the refund will be pro rata. If the first **named insured** cancels, the refund may be less than pro rata. The cancellation will be effective even if **the Company** have not made or offered a refund.
- (g) If notice is mailed, proof of mailing will be sufficient proof of notice.

11. CHANGING THE POLICY

This policy contains all the agreements between the **named insured** and the Company concerning the insurance that is afforded. The first **named insured** shown in the Declarations is authorized to make changes in the terms of this policy with the **aviation managers** consent. This policy's terms can be amended or waived only by endorsement signed and issued by the Company and made a part of this policy.

12. FRAUD OR MISREPRESENTATION

This policy shall be void if the **named insured** has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the **named insured** touching any matter relation to this insurance or the subject thereof, whether before or after a loss.

13. NONRENEWAL

If this policy is purchased for an hourly event then the policy is non-cancellable and will expire at the end of the policy period shown on the Declarations page. No further notice will be furnished to the insured. If the Company decides not to renew this coverage, the **aviation managers** will mail or deliver to the first **named insured** shown in the Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

14. PREMIUMS

The first **named insured** shown in the Declarations is responsible for the payment of all premiums.

15. REPRESENTATIONS

By accepting this policy, the **named insured** agrees:

- (a) the statements in the Declarations are accurate and complete;
- (b) those statements are based upon representations of the **named insured** to the Company and/or the **aviation managers**;
- (c) the **aviation managers** have issued this policy in reliance upon the **named insured's** representations.

16. STATE STATUTES

If the terms of this policy are in conflict with or inconsistent with the statutes of any state where this policy is in effect, will conform to those state statutes.

17. SUBROGATION

If the **insured** has rights to recover all or part of any payment the Company has made under this policy, those rights are transferred to the Company. The **insured** must do nothing after the loss to impair them. At the request of the Company or the **aviation managers**, the **insured** will bring suit to transfer those rights to the Company and do whatever else is necessary to secure such rights. The **insured** shall do nothing after a loss to prejudice such rights. This condition shall not apply with respect to Coverage B – **medical expense**.

18. TRANSFER OF THE NAMED INSURED'S RIGHT AND DUTIES UNDER THIS POLICY

The **named insured's** rights and duties under this policy may not be transferred without the **aviation managers** written consent except in the case of the death or bankruptcy of any individual **named insured**. If such individual **named insured** dies or is adjudged bankrupt or insolvent, his or her rights and duties will be transferred to the **named insured's** legal representative but only while acting within the scope of duties as such. Until the **named insured's** legal representative is appointed, anyone having proper temporary custody of the **named insured's** property will have such **named insured's** rights and duties but only with respect to that property, but in no event for more than sixty (60) days following such death or adjudication.

19. VIOLATION OF STATUTE CLAUSE

If payment for a claim under this policy is in violation of any United States of America's economic or trade sanctions, including but not limited to, sanctions administered and enforced by the US. Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim shall be null and void.

In Witness Whereof, the company issuing his policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

Secretary

Rehennah E. Dinslow

President

S. Blakey

ASBESTOS EXCLUSION ENDORSEMENT

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 exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos; or*
2. *Any obligations, 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 exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.*


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

Notwithstanding any other provisions of this Policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs 1. or 2. hereof.

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
 Issued to Jonathon Cortez, Tsunami Air LLC
 By STARR INDEMNITY & LIABILITY COMPANY
 Endorsement No. 1
 Date of Issue January 17,2022 12:41 PM EST

By 
 (Authorized Representative)

Starr 10007 (0206)

NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE

This policy is amended as follows:


In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

- 1. *This policy does not cover claims directly or indirectly occasioned by, happening through or in consequence of:*
 - (a) *noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,*
 - (b) *pollution and contamination of any kind whatsoever,*
 - (c) *electrical and electromagnetic interference, (d) interference with the use of property;*
unless caused by or resulting in a crash, fire, explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.
- 2. *With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:*
 - (a) *claims excluded by paragraph 1., or*
 - (b) *a claim or claims covered by the policy when combined with any claims excluded by paragraph 1. (referred to below as "Combined Claims").*
- 3. *In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the Insured for that portion of the following items which may be allocated to the claims covered by the policy:*
 - (a) *damages awarded against the Insured and*
 - (b) *defense fees and expenses incurred by the Insured.*

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
 Issued to Jonathon Cortez, Tsunami Air LLC
 By STARR INDEMNITY & LIABILITY COMPANY
 Endorsement No. 2
 Date of Issue January 17,2022 12:41 PM EST

By 
 (Authorized Representative)

AVN46B (0206)

**AVIATION DATE RECOGNITION ENDORSEMENT WITH LIMITED COVERAGE GRANT
AIRCRAFT OPERATORS OPTION 4**

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):

- a) *the failure or inability of any computer hardware, software, integrated circuit, chip, computer component or other information technology equipment or system (whether in the possession of the **Insured** or of any third party) accurately or completely to process, recognize, exchange or transfer year, date or time data or information in connection with:*
- *the change of year from 1999 to 2000; and/or*
 - *the change of date from 21 August 1999 to 22 August 1999; and/or- any other change of year, date or time;*

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

- b) *any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip, computer component or other information technology equipment or system (whether in the possession of the **Insured** or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;*
- c) *any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the **Insured** or of any third party related to any such change of year, date or time;*

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

HOWEVER, in consideration of the additional premium of \$INCLUDED , it is hereby understood and agreed that this endorsement shall not apply to:

1. *any accidental loss of or damage to an **aircraft** defined in the policy schedule (insured **aircraft**); and*
2. *any sums which the **Insured** shall become legally liable to pay, and (if so required by the Policy) shall pay (including costs awarded against the **Insured**) in respect of:*
 - (a) *accidental **bodily injury** (fatal or otherwise) to **passengers** directly caused by an accident to an insured **aircraft**; and/or*
 - (b) *loss of or damage to baggage and personal articles of **passengers**, mail and cargo directly caused by an accident to an insured **aircraft**; and/or*
 - (c) *accidental **bodily injury** (fatal or otherwise) and accidental damage to property directly caused by an insured **aircraft** or by any person or object falling therefrom.*

PROVIDED THAT:

1. *Coverage provided pursuant to this endorsement shall be subject to all terms, conditions, limitations, exclusions and cancellation provisions of this Policy (except as specifically provided herein), and nothing in this endorsement extends coverage beyond that which is provided by the Policy.*
2. *Nothing in this endorsement shall provide any coverage in respect of grounding and/or loss of use of any **aircraft** which has not been physically damaged or destroyed in the accident giving rise to a claim under the Policy.*

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
Issued to Jonathon Cortez, Tsunami Air LLC
By STARR INDEMNITY & LIABILITY COMPANY
Endorsement No. 3
Date of Issue January 17,2022 12:41 PM EST

By 
(Authorized Representative)

DATE RECOGNITION EXCLUSION 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):


- (a) the failure or inability of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) accurately or completely to process, recognize, exchange or transfer year, date or time data or information in connection with any change of year, date or time; whether on or before or after such change of year, date or time;
- (b) any implemented or attempted change or modification of any computer hardware, software, integrated circuit, chip or information technology equipment or system (whether in the possession of the Insured or of any third party) in anticipation of or in response to any such change of year, date or time, or any advice given or services performed in connection with any such change or modification;
- (c) any non-use or unavailability for use of any property or equipment of any kind whatsoever resulting from any act, failure to act or decision of the Insured or of any third party related to any such change of year, date or time;

and any provision in this Policy concerning any duty of the Company to investigate or defend claims shall not apply to any claims so excluded

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
 Issued to Jonathon Cortez, Tsunami Air LLC
 By STARR INDEMNITY & LIABILITY COMPANY
 Endorsement No. 4
 Date of Issue January 17,2022 12:41 PM EST

By 
 (Authorized Representative)

AVN2000A (0206)

EXTENDED COVERAGE ENDORSEMENT (AVIATION LIABILITIES)

In consideration of an additional premium of \$ INCLUDED, this policy is amended as follows:

The policy of which this Endorsement forms part includes War, Hi-jacking and Other Perils Exclusion Clause AVN48B:

1. With effect from January 17, 2022 12:41 PM EST, all sub-paragraphs other than (b) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B are deleted SUBJECT TO all terms and conditions of this Endorsement.

2. EXCLUSION applicable only to any coverage extended in respect of the deletion of sub-paragraph (a) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B:

Coverage 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.

3. LIMITATION OF LIABILITY

The limit of the Company's liability in respect of the coverage provided by this Endorsement shall be US\$ or the applicable policy limit, whichever the lesser, any one occurrence and in the annual aggregate (the "sub-limit"). This sub-limit shall apply within the full policy limit and not in addition thereto.

To the extent coverage is afforded to an Insured under the policy, this sub-limit shall not apply to such Insured's liability:

(a) to the passengers (and for their baggage and personal effects) of any aircraft operator to whom the policy affords cover for liability to its passengers arising out of its operation of aircraft;

(b) for cargo and mail while it is on board the aircraft of any aircraft operator to whom the policy affords cover for liability for such cargo and mail arising out of its operations of aircraft.

Notwithstanding any other liability for which coverage is afforded under this policy, coverage provided under this Endorsement shall apply solely to the following:

4. AUTOMATIC TERMINATION

To the extent provided below, coverage extended by this Endorsement shall TERMINATE AUTOMATICALLY in the following circumstances:

(i) All Coverage

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

(ii) Any coverage extended in respect of the deletion of sub-paragraph (a) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B

- 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 the insured aircraft may be involved;

(iii) All coverage in respect of any of the insured aircraft requisitioned for either title or use

- upon such requisition.

PROVIDED THAT if an insured aircraft is in the air when (i), (ii) or (iii) occurs, then the coverage provided by this Endorsement (unless otherwise cancelled, terminated or suspended) shall continue in respect of such an aircraft until completion of its first landing thereafter and any passengers have disembarked.

5. REVIEW AND CANCELLATION

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

The Company or its aviation managers may give notice to review premium and/or geographical limits such notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which notice is given.

(b) Limited Cancellation (48 hours)

Following a hostile detonation as specified in paragraph 4. (ii) above, the Company or its aviation managers may give notice of cancellation of one or more parts of the coverage provided by paragraph 1. of this Endorsement by reference to sub-paragraphs (c), (d), (e), (f) and/or (g) of War, Hi-jacking and Other Perils Exclusion Clause AVN48B - such notice to become effective on the expiry of forty-eight hours from 23.59 hours G.M.T. on the day on which notice is given.

(c) Cancellation (7 Days)

The coverage provided by this Endorsement may be cancelled by either the Company, its aviation managers or the Insured by giving notice to become effective on the expiry of seven days from 23.59 hours G.M.T. on the day on which such notice is given.

(d) Notices

All notices referred to herein shall be in writing.

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
Issued to Jonathon Cortez, Tsunami Air LLC
By STARR INDEMNITY & LIABILITY COMPANY
Endorsement No. 5
Date of Issue January 17,2022 12:41 PM EST

By



(Authorized Representative)

AVN52E (0206)

EXTENDED COVERAGE ENDORSEMENT

*Liability Coverage
(Terrorism Risk Insurance Act)*

In consideration of an additional premium of \$INCLUDED, this policy is amended to provide such coverage as is set forth below:

(A) EXTENSION OF LIABILITY

*Liability coverage as provided under this policy shall be extended to include any accident, incident, **occurrence**, act or event that is described or defined within the United States Terrorism Risk Insurance Act, such definition for an Act of Terrorism being as set forth in Terrorism Exclusion as attached to this policy.*


(B) LIMITATION OF LIABILITY

The limit of the Company's liability for the coverage provided by this Endorsement shall be included within and not in addition to the limits of liability provided under this policy.

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No.	600009191-01
Issued to	Jonathon Cortez, Tsunami Air LLC
By	STARR INDEMNITY & LIABILITY COMPANY
Endorsement No.	6
Date of Issue	January 17,2022 12:41 PM EST

By 

 (Authorized Representative)

Starr 10020 (0115)

NUCLEAR RISKS EXCLUSION CLAUSE

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

1. *This policy does not cover:*
 - (i) *loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:*
 - (a) *the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;*
 - (b) *the radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;*
 - (c) *ionizing radiations or contamination by radioactivity from, or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.*
2. *It is understood and agreed that such radioactive material or other radioactive source in paragraph 1. (b) and (c) above shall not include:*
 - (i) *depleted uranium and natural uranium in any form;*
 - (ii) *radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational or industrial purpose.*
3. *This policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:*
 - (i) *the Insured under this policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or*
 - (ii) *any person or organization is required to maintain financial protection pursuant to legislation in any country; or*
 - (iii) *the Insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.*
4. *Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2. shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:*
 - (i) *in the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization "Technical Instructions for the Safe Transport of Dangerous Goods by Air", unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;*
 - (ii) *this policy shall only apply to an incident happening during the period of this policy and where any claim by the Insured against the Company or by any claimant against the Insured arising out of such incident shall have been made within three years after the date thereof;*
 - (iii) *in the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:*


Emitter (IAEA Health and Safety Regulations)	Maximum permissible level of non-fixed radioactive surface contamination (Averaged over 300 cm ²)
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Becquerels / cm ² (10 ⁻⁴ microcuries / cm ²)
All other alpha emitters	Not exceeding 0.4 Becquerels / cm ² (10 ⁻⁵ microcuries / cm ²)

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

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
 Issued to Jonathon Cortez, Tsunami Air LLC
 By STARR INDEMNITY & LIABILITY COMPANY
 Endorsement No. 7
 Date of Issue January 17,2022 12:41 PM EST

By 
 (Authorized Representative)

AVN38B (0206)

FLORIDA ADDENDUM TO THE DECLARATIONS

If you have questions about your insurance policy, or questions about claims relating to your insurance policy, please contact your insurer at the following:

Starr Companies
3353 Peachtree Road, NE
Suite 1000
Atlanta, GA 30326
Phone: 404-946-1400

Endorsement No. 8

Starr 20010 (0206)

FLORIDA CANCELLATION / NONRENEWAL ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy; and 2) "you", "your", "Named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the Declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

CANCELLATION / NONRENEWAL

The cancellation provision of this policy is to be deleted in its entirety and replaced with the following:

A) The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

B) 1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or
- b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:
 - (1) A material misstatement or misrepresentation; or
 - (2) A failure to comply with underwriting requirements established by the Insurer.

2. Cancellation for Policies in Effect for More Than Ninety (90) Days

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

- a) Nonpayment of premium;
- b) The policy was obtained by a material misstatement;
- c) There has been a failure to comply with underwriting requirements within ninety (90) days of the effective date of coverage;
- d) There has been a substantial change in the risk covered by the policy; or
- e) The cancellation is for all insureds under such policies for a given class of insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the First Named Insured written notice of cancellation, accompanied by the reasons for cancellation at least:

- (1) Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in 2.a) above;
or
- (2) Forty-five (45) days before the effective date of cancellation if cancellation is for the reasons stated in 2.b), c), d), or e) above.

The following is added:

- C) 1. Nonrenewal
- (a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy.
 - (b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Renewal

The Insurer shall give the Named Insured at least forty-five (45) days advance written notice of the renewal premium.

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
Issued to Jonathon Cortez, Tsunami Air LLC
By STARR INDEMNITY & LIABILITY COMPANY
Endorsement No. 9
Date of Issue January 17,2022 12:41 PM EST

By



(Authorized Representative)

Starr 20011 (0206)

TERRORISM EXCLUSION
(Terrorism Risk Insurance Act)

This policy is amended as follows:

This policy does not cover claims caused by any losses, damages, or injuries arising directly or indirectly as a result of any certified "Act of Terrorism" defined by Section 102. Definitions of the Terrorism Risk Insurance Act and any revisions or amendments thereto.

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

(1) Act of Terrorism:

- (A) Certification - The term "act of terrorism" means any act that is certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - (i) to be an act of terrorism;*
 - (ii) to be a violent act or an act that is dangerous to:
 - (I) human life;*
 - (II) property; or*
 - (III) infrastructure;**
 - (iii) to have resulted in damage within the United States, or outside of the United States in the case of:
 - (I) an air carrier or 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; or*
 - (II) the premises of a United States mission; and**
 - (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.**
- (B) Limitation - No act shall be certified by the Secretary as an act of terrorism if:
 - (i) the act is committed as part of the course of a war declared by the Congress, except that this clause shall not apply with respect to any coverage for workers' compensation; or*
 - (ii) property and casualty insurance losses resulting from the act, in the aggregate, do not exceed the Program Trigger.**
- (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) Timing of certification - Not later than 9 months after the report required under section 107 of the Terrorism Risk Insurance Program Reauthorization Act of 2015 is submitted to the appropriate committees of Congress, the Secretary shall issue final rules governing the certification process, including establishing a timeline for which an act is eligible for certification by the Secretary on whether an act is an act of terrorism under this paragraph.*
- (E) Nondelegation - The Secretary may not delegate or designate to any other officer, employee, or person, any determination under this paragraph of whether, during the effective period of the Program, an act of terrorism has occurred.*

THE PROVISIONS OF THIS ENDORSEMENT SHALL APPLY SOLELY TO THE TERRORISM RISK INSURANCE ACT, ITS REVISIONS AND/OR AMENDMENTS AND SHALL IN NO WAY CONFLICT WITH THOSE OF AVN48B AND AMENDMENTS THERETO.

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
Issued to Jonathon Cortez, Tsunami Air LLC
By STARR INDEMNITY & LIABILITY COMPANY
Endorsement No. 10
Date of Issue January 17,2022 12:41 PM EST

By



(Authorized Representative)

Starr 10055 (0115)

WAR, HI-JACKING AND OTHER PERILS EXCLUSION CLAUSE (AVIATION)

This policy is amended as follows:

In the event any of the provisions of this endorsement are in conflict with any provisions, exclusions, conditions or terms forming part of this policy, this endorsement shall take precedence.

This policy does not cover claims caused by:

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

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

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

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
Issued to Jonathon Cortez, Tsunami Air LLC
By STARR INDEMNITY & LIABILITY COMPANY
Endorsement No. 11
Date of Issue January 17,2022 12:41 PM EST

By 
(Authorized Representative)

AVN48B (0206)

ELECTRONIC DATA EVENT LIABILITY EXCLUSION

This Policy excludes:

- 1. *any form of mental injury, mental anguish, shock or fright, unless resulting from corporeal injury, caused by:*
 - (a) *a delay in, cancellation of or non-provision of air transportation and associated services;*
 - (b) *unauthorized access to and/or use of a person's or organization's confidential, proprietary or personal information;*

2. *Property Damage to Electronic Data*

arising out of a Data Event.

However, this exclusion shall not apply to such liability otherwise covered by the operative section(s) of this Policy caused by or resulting in a crash fire explosion or collision or a recorded in-flight emergency causing abnormal aircraft operation.

As used herein:

"Data Event" means any access to, inability to access, 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

Nothing herein shall override any other exclusion clause attached to or forming part of this Policy.

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
 Issued to Jonathon Cortez, Tsunami Air LLC
 By STARR INDEMNITY & LIABILITY COMPANY
 Endorsement No. 12
 Date of Issue January 17,2022 12:41 PM EST

By 

 (Authorized Representative)

LIIBAaviation (1209)


DATE RECOGNITION EXCLUSION CLAUSE

- (a) Subject to Policy terms, conditions, limitations and exclusions, to the extent coverage is afforded under this Policy, in respect of claims caused by the use of or inability to use Software, coverage shall be afforded in accordance with the limit of Insurers' liability as stated in this Policy.
- (b) *No additional limit(s) of coverage shall be conferred by paragraph 1. of this Clause.*
- (c) *For the purposes of this Clause, Software shall mean programs, source codes, binary codes, scripts, applications and electronic data used to instruct computers to perform one or more task(s).*

All other provisions of this policy remain the same.

This endorsement becomes effective January 17,2022 12:41 PM EST to be attached to and hereby made a part of:

Policy No. 600009191-01
Issued to Jonathon Cortez, Tsunami Air LLC
By STARR INDEMNITY & LIABILITY COMPANY
Endorsement No. 13
Date of Issue January 17,2022 12:41 PM EST

By 
(Authorized Representative)

AVN139 (902)