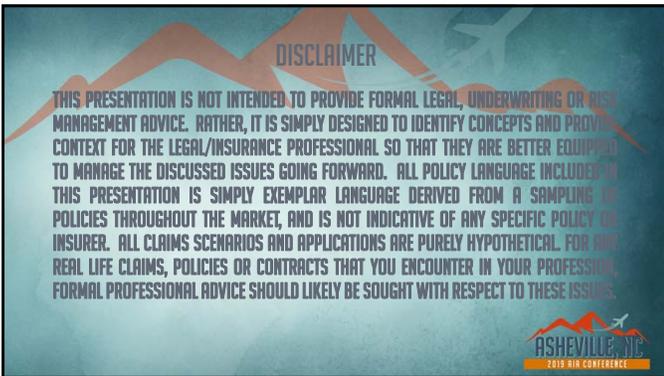




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ADDITIONAL INSURED ISSUES – A ROADMAP

- AVIATION CGL POLICIES, GENERALLY
- EXCLUSION G AND SIMILAR EXCLUSIONS
- PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND AIS
- CASE LAW INTERPRETATIONS
- RISK MANAGEMENT CONSIDERATIONS



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AVIATION CGL POLICIES, GENERALLY



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AVIATION CGL POLICIES, GENERALLY

- LOCATION DECLARATION ITEM
 - "LOCATION OF PREMISES OWNED, RENTED TO OR OCCUPIED BY THE NAMED INSURED ..."
 - CAN BE SPECIFIC LOCATIONS
 - OFTEN "ANY PREMISES NECESSARY OR INCIDENTAL TO THE AVIATION OPERATIONS" OF PH
- SIGNIFICANT COVERAGES
 - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (COVERAGE A)
 - PERSONAL AND ADVERTISING INJURY LIABILITY (COVERAGE B)
 - MEDICAL PAYMENTS (COVERAGE C)
 - HANGARKEEPERS' LIABILITY (COVERAGE D)
 - PRODUCTS-COMPLETED OPERATIONS HAZARD (PART OF A)



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AVIATION CGL POLICIES, GENERALLY

“AVIATION OPERATIONS” MEANS ALL OPERATIONS ARISING FROM THE OWNERSHIP, MAINTENANCE OR USE OF LOCATIONS FOR AVIATION ACTIVITIES INCLUDING THAT PORTION OF ROADS OR OTHER ACCESSES THAT ADJOIN THESE LOCATIONS. AVIATION OPERATIONS INCLUDE ALL OPERATIONS NECESSARY OR INCIDENTAL TO AVIATION ACTIVITIES.



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AVIATION CGL POLICIES, GENERALLY

- **FREQUENT POLICYHOLDERS**
 - FBOS
 - HANGAR OWNERS/LESSORS
 - AIRCRAFT MAINTENANCE ENTITIES
 - AIRPORT ENTITIES
 - AIRCRAFT OWNERS/OPERATORS WITH PREMISES EXPOSURE BEYOND SUPPLEMENTAL PREMISES COVER OF AIRCRAFT POLICY
 - AVIATION ENTITIES WITH PREMISES OR OTHER AVIATION OPERATIONS EXPOSURE NOT COVERED BY AIRCRAFT OR PRODUCTS POLICIES



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AVIATION CGL POLICIES, GENERALLY

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **INSURING AGREEMENT**
 - A. WE WILL PAY THOSE SUMS THAT THE INSURED BECOMES LEGALLY OBLIGATED TO PAY AS DAMAGES BECAUSE OF “BODILY INJURY” OR “PROPERTY DAMAGE” TO WHICH THIS INSURANCE APPLIES RESULTING FROM YOUR “AVIATION OPERATIONS” ...
 - B. THIS INSURANCE APPLIES TO “BODILY INJURY” AND “PROPERTY DAMAGE” ONLY IF:
 - (1) THE “BODILY INJURY” OR “PROPERTY DAMAGE” IS CAUSED BY AN “OCCURRENCE” THAT TAKES PLACE IN THE “COVERAGE TERRITORY” ...



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AVIATION CGL POLICIES, GENERALLY

COVERAGE D. HANGARKEEPERS' LIABILITY

1. INSURING AGREEMENT

A. WE WILL PAY THOSE SUMS THAT THE INSURED BECOMES LEGALLY OBLIGATED TO PAY AS DAMAGES, BECAUSE OF LOSS TO "AIRCRAFT" (SUBJECT TO THE DEDUCTIBLE SHOWN IN THE DECLARATIONS IF APPLICABLE UNLESS SUCH LOSS RESULTS FROM FIRE OR EXPLOSION WHILE THE "AIRCRAFT" IS DISMANTLED OR BEING TRANSPORTED) OCCURRING WHILE SUCH "AIRCRAFT" IS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED FOR SAFEKEEPING, STORAGE, SERVICE OR REPAIR ...

** THIS COVERAGE OFTEN DOES NOT APPLY TO LOSS TO AIRCRAFT WHILE IN FLIGHT, EITHER VIA LANGUAGE IN THE COVERAGE D INSURING AGREEMENT OR A SEPARATE COVERAGE D EXCLUSION.



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AVIATION CGL POLICIES, GENERALLY

"PRODUCTS-COMPLETED OPERATIONS HAZARD":

A. INCLUDES ALL "BODILY INJURY" AND "PROPERTY DAMAGE" OCCURRING AWAY FROM PREMISES YOU OWN, LEASE OR RENT AND ARISING OUT OF "YOUR PRODUCT" OR "YOUR WORK" EXCEPT:

- (1) PRODUCTS THAT ARE STILL IN YOUR PHYSICAL POSSESSION; OR
- (2) WORK THAT HAS NOT YET BEEN COMPLETED OR ABANDONED ...



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EXCLUSION G AND SIMILAR EXCLUSIONS



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EXCLUSION G AND SIMILAR EXCLUSIONS

G. "AIRCRAFT," "AUTO" OR WATERCRAFT
 "BODILY INJURY" OR "PROPERTY DAMAGE" ARISING OUT OF THE OWNERSHIP, MAINTENANCE, USE OR ENTRUSTMENT TO OTHERS OF ANY "AIRCRAFT," "AUTO" OR WATERCRAFT OWNED OR OPERATED BY OR LEASED, RENTED OR LOANED TO **ANY** INSURED ...

THIS EXCLUSION DOES NOT APPLY TO:

(4) LIABILITY ASSUMED UNDER ANY "INSURED CONTRACT" FOR THE OWNERSHIP, MAINTENANCE OR USE OF "AIRCRAFT" OR WATERCRAFT (THIS IS THE ISO EXCEPTION, BUT MOST OFTEN IN THE AVIATION MARKET, ONLY WATERCRAFT)



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EXCLUSION G AND SIMILAR EXCLUSIONS

"INSURED CONTRACT" MEANS:

F. THAT PART OF ANY OTHER CONTRACT OR AGREEMENT PERTAINING TO YOUR "AVIATION OPERATIONS" (INCLUDING AN INDEMNIFICATION OF A MUNICIPALITY IN CONNECTION WITH WORK PERFORMED FOR A MUNICIPALITY) UNDER WHICH YOU ASSUME THE TORT LIABILITY OF ANOTHER PARTY TO PAY FOR "BODILY INJURY" OR "PROPERTY DAMAGE" TO A THIRD PERSON OR ORGANIZATION. TORT LIABILITY MEANS A LIABILITY THAT WOULD BE IMPOSED BY LAW IN THE ABSENCE OF ANY CONTRACT OR AGREEMENT.

**OFTEN, EXPRESSLY DOES NOT INCLUDE BI/PD ARISING FROM THE MANUFACTURE OR MAJOR ALTERATION/REPAIR OF "AIRCRAFT" OR AIRCRAFT PARTS BY INDEMNITEE.



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EXCLUSION G AND SIMILAR EXCLUSIONS

J. DAMAGE TO PROPERTY
 "PROPERTY DAMAGE" TO:

(1) PROPERTY YOU OWN, LEASE, RENT OR OCCUPY;

(4) PERSONAL PROPERTY IN THE CARE, CUSTODY OR CONTROL OF THE INSURED;



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EXCLUSION G AND SIMILAR EXCLUSIONS

- EXCLUSIONS G AND J(1), AND SIMILAR EXCLUSIONS, CAN ALSO APPLY TO HANGARKEEPERS
- EITHER VIA POLICY LANGUAGE THAT EXCLUSIONS G AND J(1), WHICH ARE COVERAGE A EXCLUSIONS, ALSO APPLY TO COVERAGE D; OR
- BY THE INCLUSION OF A SEPARATE COVERAGE D EXCLUSION WITH EFFECTIVELY SAME WORDING AS EXCLUSION G; OR
- BY ADDITION OF COVERAGE D EXCLUSION APPLICABLE TO "LOSS OR DAMAGE TO 'AIRCRAFT' OR PARTS OF ANY 'AIRCRAFT' THAT IS: (1) OWNED BY, LEASED TO, RENTED TO OR LOANED TO THE INSURED OR PARTNER(S) OF THE INSURED OR (2) OWNED BY, LEASED TO, RENTED TO OR LOANED TO AN OFFICER OR EMPLOYEE OF THE INSURED UNLESS THE PROPERTY IS AN 'AIRCRAFT' IN YOUR CUSTODY UNDER AN AGREEMENT FOR WHICH A CHARGE HAS BEEN MADE."



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g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.



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PRACTICAL APPLICATIONS FOR NAMED INSURED AND AIS



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PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND RIS

- BASIC EXAMPLES AND APPLICATIONS
 - DAMAGE TO NAMED INSURED'S OWNED AIRCRAFT
 - * PD + OWNERSHIP/MAINTENANCE/USE + AIRCRAFT OWNED BY ANY INSURED (THE NAMED INSURED) = EXCLUSION G
 - * PD + PROPERTY (THE AIRCRAFT) + THAT YOU (THE NAMED INSURED) OWN = EXCLUSION J(1)
 - DAMAGE TO AIRCRAFT LEASED BY NAMED INSURED (POTENTIALLY MANAGED TOO)
 - * PD + OWNERSHIP/MAINTENANCE/USE + AIRCRAFT OPERATED BY/LEASED TO/RENTED TO ANY INSURED (THE NAMED INSURED) = EXCLUSION G
 - * PD + PROPERTY (THE AIRCRAFT) + THAT YOU (THE NAMED INSURED) LEASE, RENT OR OCCUPY = EXCLUSION J(1)



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PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND RIS

- BASIC EXAMPLES AND APPLICATIONS
 - 3RD PARTY BI/PD LIABILITY CLAIMS CAUSED BY THE NAMED INSURED'S OWNED AIRCRAFT
 - * BI OR PD + OWNERSHIP/MAINTENANCE/USE + AIRCRAFT OWNED BY ANY INSURED (THE NAMED INSURED) = EXCLUSION G
 - 3RD PARTY BI/PD LIABILITY CLAIMS CAUSED BY AIRCRAFT LEASED/MANAGED BY NAMED INSURED
 - * BI OR PD + OWNERSHIP/MAINTENANCE/USE + AIRCRAFT OPERATED BY/LEASED TO ANY INSURED (THE NAMED INSURED) = EXCLUSION G



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PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND RIS

- AIRCRAFT PD CLAIMS BY OWNER AGAINST MANAGER/LESSEE/OPERATOR NAMED INSURED
 - PERHAPS, IN ATTEMPT TO SHIFT RISK FROM ANOTHER'S AIRCRAFT POLICY
 - OR, IN ATTEMPT TO CIRCUMVENT FIRST PARTY COVERAGE EXCLUSION
 - * ENTITY DISTINCTIONS BETWEEN POLICIES CAN BE IMPORTANT.
 - PD + OWNERSHIP/MAINTENANCE/USE + AIRCRAFT OPERATED BY/LEASED TO/RENTED TO ANY INSURED (THE NAMED INSURED) = EXCLUSION G
 - HANGARKEEPERS' CAN BE EXCLUDED TOO IF ...
 - * EXCLUSION G APPLIES OR COVERAGE D AIRCRAFT EXCLUSION APPLIES
 - * REMEMBER COVERAGE D'S LIMITED SCOPE!



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PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND AIS

- ADDING AN AI ONTO AN AVIATION CGL ALONE CAN POTENTIALLY TRIGGER EXCLUSION G
 - IF THE AI IS THE OWNER, OPERATOR, LESSEE OR RENTER OF AN AIRCRAFT, BI/PD EXPOSURE RELATED TO THE AIRCRAFT MAY FALL UNDER EXCLUSION G.
 - *BECAUSE SAID OWNER/OPERATOR/LESSEE/RENTER OF THE AIRCRAFT BECOMES "ANY INSURED", WHICH IS IMPORTANT TRIGGER LANGUAGE FOR EXCLUSION G.



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PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND AIS

- EXAMPLE 1: AIRCRAFT HANGARING AGREEMENT
 - BY BEING ADDED AS AN AI ONTO THE HANGAR OWNER'S CGL, THE AIRCRAFT OWNER/OPERATOR BECOMES "ANY INSURED" ON THAT POLICY.
 - SO, IF THE HANGAR OWNER DAMAGES THE AIRCRAFT, THE AIRCRAFT OWNER/OPERATOR'S PD LIABILITY CLAIM MAY BE EXCLUDED PER EXCLUSION G, IF IT APPLIES TO COVERAGE D.
 - PD + OWNERSHIP/MAINTENANCE/USE/ENTRUSTMENT TO OTHERS + AIRCRAFT OWNED/OPERATED BY ANY INSURED (NOW, THE AI) = EXCLUSION G
 - THIS DOES NOT EXTINGUISH LIABILITY FOR THE CLAIM - MORE SIGNIFICANT FOR HANGAR OWNER!
 - THIRD PARTY BI/PD CLAIMS AND COVERAGE A
 - CONTRACTUAL INDEMNIFICATION AND INSURED CONTRACT; AI TOO?



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PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND AIS

- EXAMPLE 2: AIRCRAFT MAINTENANCE/REPAIR CONTRACT
 - BY BEING ADDED AS AN AI ONTO THE MAINTENANCE SHOP'S CGL, THE AIRCRAFT OWNER/OPERATOR BECOMES "ANY INSURED" ON THAT POLICY.
 - SO, IF THE SHOP DAMAGES THE AIRCRAFT, THE SAME ISSUES EXIST FOR THE OWNER'S PD CLAIM.
 - IMPORTANTLY, 3RD PARTY PRODUCTS-COMPLETED OPS. CLAIMS MAY NOW POTENTIALLY BE EXCLUDED BY EXCLUSION G, WHICH IS A COVERAGE A EXCLUSION.
 - BI/PD + OWNERSHIP/MAINTENANCE/USE/ENTRUSTMENT TO OTHERS + AIRCRAFT OWNED/OPERATED BY ANY INSURED (NOW, THE AI) = EXCLUSION G
 - AGAIN, SIGNIFICANT FOR OWNER/OPERATOR, MORE SO FOR SHOP
 - CONTRACTUAL INDEMNIFICATION AND INSURED CONTRACT; AI TOO?



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PRACTICAL APPLICATIONS FOR NAMED INSUREDS AND HIS

- OTHER POSSIBLE "AI + CGL = EXCLUSION G" SCENARIOS?

- ANY RELATIONSHIP IN WHICH CGL POLICYHOLDER IS GOING TO BE TOUCHING, SERVICING AND/OR MOVING AN AIRCRAFT AND THE AIRCRAFT OWNER/OPERATOR IS REQUESTING TO BE ADDED AS AN AI ONTO THE CGL



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CASE LAW INTERPRETATIONS



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CASE LAW INTERPRETATIONS

- RATIONALE IN FAVOR OF AI/ANY INSURED EXCLUSION G APPLICATION

- THE USE OF "ANY INSURED" IN EXCLUSION G IS INTENTIONAL AND MATTERS. OTHERWISE, THE EXCLUSION WOULD HAVE USED "THE INSURED".

- * "... OWNED OR OPERATED BY OR LEASED, RENTED OR LOANED TO ANY INSURED" MEANS THE EXCLUSION APPLIES SO LONG AS ANY ENTITY WHICH QUALIFIES AS AN INSURED ON THE CGL IS THE OWNER/OPERATOR/LESSEE/ETC. OF THE SUBJECT AIRCRAFT, REGARDLESS OF WHO IS SEEKING COVERAGE FOR THE CLAIM.
- * SUBSTITUTE "THE INSURED" IN FOR "ANY INSURED" AND THE EXCLUSION ONLY APPLIES IF THE SPECIFIC PARTY WHO IS SEEKING LIABILITY COVERAGE FOR THE CLAIM IS THE OWNER/OPERATOR/LESSEE/ETC. OF THE AIRCRAFT.



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CASE LAW INTERPRETATIONS

- **RATIONALE IN OPPOSITION TO AI/ANY INSURED EXCLUSION G APPLICATION**
 - SEPARATION OF INSUREDS CLAUSE
 - * "... AS IF EACH NAMED INSURED WERE THE ONLY NAMED INSURED."
 - * "... SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT."
 - PRECLUDING COVERAGE TO NAMED INSURED SIMPLY BECAUSE THE AIRCRAFT OWNER/OPERATOR HAPPENS TO BE AI IS NOT APPLYING INSURANCE SEPARATELY
 - IS "ANY INSURED" AMBIGUOUS OR UNAMBIGUOUS IN EXCLUSION G?



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CASE LAW INTERPRETATIONS

- **"ANY INSURED" = UNAMBIGUOUS**
 - EVANSTON INS. CO. VS. OER, INC. (E.D. CAL.2005) 2005 U.S. DIST. LEXIS 39412, *24-*25
 - * "AS SEVERAL COURTS THAT HAVE EXAMINED THE ISSUE CLOSELY HAVE EXPLAINED, THE PURPOSE OF 'SEPARATION OF INSUREDS' CLAUSE IS 'TO PROVIDE EACH INSURED WITH SEPARATE COVERAGE, AS IF EACH WERE SEPARATELY INSURED WITH A DISTINCT POLICY, SUBJECT TO THE LIABILITY LIMITS OF THE POLICY.' ... SUCH A CLAUSE IS NOT, HOWEVER, INTENDED TO CHANGE THE MEANING OF 'ANY INSURED' LANGUAGE IN AN EXCLUSIONARY CLAUSE ... IN FACT, ITS PURPOSE IS THE EXACT OPPOSITE. THE CLAUSE BECAME PART OF THE STANDARD INSURANCE INDUSTRY FORM CONTRACT IN 1955, AND ITS PURPOSE WAS AIMED AT 'CLARIFYING WHAT INSURANCE COMPANIES HAD INTENDED ALL ALONG, NAMELY THAT THE TERM 'THE INSURED' IN AN EXCLUSION REFERS MERELY TO 'THE INSURED' CLAIMING COVERAGE' ... THE HISTORY OF THIS CLAUSE MAKES CLEAR THAT THE 'SEPARATION OF INSUREDS' CLAUSE ONLY AFFECTS EXCLUSIONARY CLAUSES REFERRING TO 'THE INSURED,' NOT 'ANY INSURED.' INTERPRETED IN SUCH A WAY, THE SEPARATION OF INSUREDS CLAUSE AND THE EMPLOYMENT EXCLUSION ARE CONSISTENT WITH ONE ANOTHER ..."



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CASE LAW INTERPRETATIONS

- **"ANY INSURED" = UNAMBIGUOUS**
 - TRANSAMERICA INS. CO. VS. SOUTH (7TH CIR. 1997) 125 F.3D 392, 399-400 (INSOLVENCY EXCLUSION USING "AN INSURED" APPLIES AND IS DISTINCT FROM EXCLUSIONS USING THE DEFINITE ARTICLE "THE" TO MODIFY "THE INSURED.").
 - BARBA VS. ALLIANZ GLOBAL RISKS US INS. CO. (S.D.N.Y. 2016) 2016 U.S. DIST. LEXIS 147179, *16-*23 (PER ALASKA LAW, EXCLUSION G APPLIES TO PRECLUDE COVERAGE UNDER AVIATION CGL FOR AIRCRAFT CRASH BI CASE AGAINST BOTH AIRCRAFT OWNER AND PRESIDENT OF OWNERSHIP ENTITY, BOTH POLICYHOLDERS; SEPARATION OF INSUREDS ARGUMENT REJECTED).
 - STROUSS VS. FIREMAN'S FUND INS. CO. (E.D. PENN. 2005) 2005 U.S. DIST. LEXIS 2639, *14-*19 ("ANY INSURED" INTENTIONAL ACTS EXCLUSION IS UNAMBIGUOUS AND APPLIES TO PRECLUDE COVERAGE TO INNOCENT INSURED).



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CASE LAW INTERPRETATIONS

- **"ANY INSURED" = AMBIGUOUS**
 - MINKLER VS. SAFFCO INS. CO. OF AMERICA (CAL. 2010) 49 CAL. 4TH 315

* "APPLYING CALIFORNIA PRINCIPLES OF INSURANCE POLICY INTERPRETATION, WE NOW CONCLUDE THAT AN EXCLUSION OF COVERAGE FOR THE INTENTIONAL ACTS OF 'AN INSURED,' READ IN CONJUNCTION WITH A SEVERABILITY OR 'SEPARATE INSURANCE' CLAUSE LIKE THE ONE AT ISSUE HERE, CREATES AN AMBIGUITY WHICH MUST BE CONSTRUED IN FAVOR OF COVERAGE THAT A LAY POLICYHOLDER WOULD REASONABLY EXPECT. GIVEN THE LANGUAGE OF THE 'SEPARATE INSURANCE' CLAUSE, A LAY INSURED WOULD REASONABLY ANTICIPATE THAT, UNDER A POLICY CONTAINING SUCH A CLAUSE, EACH INSURED'S COVERAGE WOULD BE ANALYZED SEPARATELY, SO THAT THE INTENTIONAL ACT OF ONE INSURED WOULD NOT, IN AND OF ITSELF, BAR LIABILITY COVERAGE OF ANOTHER INSURED FOR THE LATTER'S INDEPENDENT ACT THAT DID NOT COME WITHIN THE TERMS OF THE EXCLUSION."



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CASE LAW INTERPRETATIONS

- **"ANY INSURED" = AMBIGUOUS**
 - CENTURY-NATIONAL INS. CO. VS. GARCIA (CAL. 2011) 51 CAL. 4TH 564, 569-572 ("ANY INSURED" AMBIGUOUS IN THE CONTEXT OF SEPARATION OF INSUREDS CLAUSE; INTENTIONAL ACTS EXCLUSION INVALID AS TO INNOCENT INSUREDS).
- WEST AM. INS. CO. VS. AVBS (10TH CIR. 1998) 145 F.3D 1224 (APPLYING UTAH LAW, AUTO EXCLUSION USING "ANY INSURED" AMBIGUOUS DUE TO SEPARATION OF INSUREDS CLAUSE; ONLY APPLICABLE TO SINGLE INSURED WHICH OWNED/OPERATED VEHICLE).
- AM. FAMILY MUT. INS. CO. VS. BOWER (N.D. IND. 2010) 752 F. SUPP. 2D 957 (FAILURE TO SUPERVISE CLAIMS AGAINST PARENTS OF CHILD MOLESTER NOT EXCLUDED BY SEXUAL MOLESTATION, CRIMINAL LAW AND INTENTIONAL ACTS EXCLUSIONS WITHIN HOMEOWNER'S POLICY USING "ANY INSURED" LANGUAGE).



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RISK MANAGEMENT CONSIDERATIONS



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CASE LAW INTERPRETATIONS

- UNDERSTAND EXCLUSION G AND CHECK TO SEE IF/HOW IT APPLIES TO HANGARKEEPERS
- AWARENESS OF ALL POTENTIAL APPLICATIONS OF EXCLUSION G, INCLUDING VIA AIS, WITH RESPECT TO CONTRACT AT ISSUE
- IMPORTANT FOR AI AIRCRAFT ENTITY ... CRUCIAL FOR CGL POLICYHOLDER
- BEWARE OF BLIND AI REFLEX! CONSIDER LETTING CONTRACTUAL INDEMNITY DO THE JOB
 - RECOGNIZED AS "INSURED CONTRACT"
 - AN EVALUATION OF THE INDEMNITY PROVISION BECOMES EVEN MORE IMPORTANT
 - BEWARE BLIND CONTRACTUAL INDEMNIFICATION REFLEX!
- INSURED CONTRACT + AI?



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QUESTIONS?



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**ADDITIONAL INSURED ISSUES:
EXCLUSIONS, AIRCRAFT AND GL POLICIES
GLENN VALLACH, USAIG**



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