

COMMERCIAL GENERAL LIABILITY MAX

AIRCRAFT PRODUCTS, PARTS AND GROUNDING EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

1. The following exclusion is added to COMMON EXCLUSIONS A, B, C and D under SECTION I – COVERAGES in the Commercial General Liability Max form:

This insurance does not apply to:

8. AIRCRAFT PRODUCTS AND COMPLETED OPERATIONS

Bodily injury, property damage, personal injury or advertising injury arising from **aircraft products and completed operations** or reliance upon any representation or warranty made with respect thereto, nor to any liability arising out of the **grounding** of any aircraft, nor to any liability assumed under any contract, agreement or warranty.

2. DEFINITIONS

- 2.1. **Aircraft Products and Completed Operations** means:

- 2.1.1. Aircraft (including missiles or spacecraft and ground support or control equipment used therewith) and any other goods or products manufactured, sold, handled or distributed by the Insured or any service provided or recommended by the Insured or by others trading under your name for use in the manufacture, repair, operation, maintenance or use of any aircraft, and

- 2.1.2. Any articles furnished by the Insured and installed in aircraft or used in connection with aircraft or for spare parts for aircraft, including ground handling tools and equipment, and also means training aids, instructions, manuals, blue prints, engineering or other data, engineering or other advice, and labour relating to such aircraft or articles.

- 2.2. **Grounding** means the withdrawal of one or more aircraft from the flight operations or the imposition of speed, passenger or load restrictions on such aircraft, by reason of the existence of or alleged or suspected existence of any defect, fault or condition in such aircraft or any part thereof sold, handled or distributed by the Insured or manufactured, assembled or processed by any other person or organization according to specifications, plans, suggestions, orders or drawings of the Insured or with tools, machinery or other equipment furnished to such persons or organizations by the Insured, whether such aircraft so withdrawn are owned or operated by the same or different persons, organizations or corporations.

A **grounding** shall be deemed to commence on the date of **occurrence** which discloses such condition, or on the date an aircraft is first withdrawn from service on account of such condition, whichever occurs first.

All other terms and conditions of the Policy remain unchanged.