

MEMORANDUM

TO: Members of Lexington Flying Club, Inc.
FM: Lexington Flying Club, Inc.
DT: October 15, 2015
RE: Club Insurance Policy

This memorandum sets forth certain basic information about the Club's insurance policy and some of the Club's policies relating to its insurance coverage and each member's responsibilities to the Club. This memorandum contains only limited information and is not a summary of the Club's insurance policy. Please refer to the copy of the complete policy, including the declarations and endorsements, on the Club's website for the complete and definitive statement of the insurance coverage provided under the Club's policy. To the extent there is any inconsistency or conflict between the information in this memorandum and the policy, the policy controls.

1) Limits of Coverage for Club. The basic coverage provided to the Club under the current insurance policy is summarized below.

a) Coverage for Liability to Others. The policy provides coverage for claims against the Club and/or its member pilots for bodily injury, including passengers and property damage, with limits of \$100,000.00 per person and \$1,000,000.00 per occurrence. The Club's policy insures against third-party claims against the Club and/or its member pilots by passengers and persons on the ground or in other aircraft.

b) Coverage for Damage to Aircraft. Subject to the applicable deductibles, the policy provides coverage for hull damage in accordance with the following insured values.

<u>Plane Insured Value</u>	
N89652	\$ 35,000
N3001W	\$ 70,000
N213DS	\$148,000
N6203F	\$ 55,000
N65641	\$125,000
N75903	\$ 50,000

c) Coverage for Medical Expenses. The policy provides coverage for claims against the Club and/or its member pilots for medical expenses with limits of \$1,000.00 per person.

2) Coverage Is Limited. Aircraft insurance is not like automobile insurance. Coverage under the Club's policy is available only if there is compliance with the terms and conditions on which coverage is provided. Refer to the insurance policy and the declarations and endorsements, which are an integral part of the policy. If the terms and conditions on which coverage is provided are not met, the insurance company may not pay a claim, even if the Club and/or its member pilot is liable. That could result in the loss of all of the Club's net assets and an uninsured claim against the member pilot. Some of the conditions under which coverage will not be

available, among others, include:

a) If a Club aircraft is operated outside of the policy territory, which is the United States of America (excluding Alaska), Canada and Mexico;

b) If a Club aircraft is used for any purpose other than the customary operations of a Flying Club; and

c) If a Club aircraft is piloted by a non-member or the member/pilot is not properly certificated, qualified and rated under the current FAR's for the operation involved and in possession of a valid medical certificate.

3) Club Policies Relating to Insurance. The Club has certain policies relating to its insurance policy. Acceptance and agreement to all of the following conditions are conditions to membership in the Club.

a) Deductibles. The club's policy has a deductible of \$200.00 for accidents involving N89652, N6203F, and N75903 regardless whether the aircraft is in motion, and \$300.00 for accidents involving N3001W and N213DS, regardless whether the aircraft is in motion. If an accident occurs and it is determined the accident was caused by pilot error, the member/PIC will be assessed the deductible by the Club. If the accident was not the result of pilot error, the Club will pay the deductible.

b) Waiver of Claims against the Club. Each member must agree to waive any claim he or she may have against the Club and/or its officers arising from bodily injury to himself or herself while acting as pilot or crew member in a Club aircraft. Each member accepts and agrees to each of the foregoing conditions as a condition to membership in the Club, and agrees to hold the Club and its officers harmless from any loss which results from violation of these conditions. Please acknowledge your acceptance of and agreement with these conditions by signing and returning this form.

c) Operations for which Coverage is Excluded. No member will knowingly operate a Club aircraft under circumstances in which coverage under the Club's insurance policy is not available without the prior written consent of the President of the Club. This would include, for example, a flight to the Bahamas. Members seeking such written consent can assume it will be conditioned on the member purchasing a policy of insurance that provides coverage with limits that equal or exceed those available under the Club's policy for the aircraft and flight involved.

Member's Signature: _____

Member's Printed Name: _____ Date: _____

If member is under age 21,
signature of parent or guardian: _____

Parent's or guardian's
printed name: _____ Date: _____