



AVIATION (PRIVATE, BUSINESS AND PLEASURE) INSURANCE

Effectuated with AIG Insurance Company of Canada (hereinafter called the "Insurer") throughout

AIG Insurance Company of Canada
120 BREMNER BOULEVARD, SUITE 2200
TORONTO, ONTARIO M5J 0A8

Broker Policy # CC 000010600-06

AVIATION (PRIVATE, BUSINESS AND PLEASURE) INSURANCE

DECLARATIONS

This Declarations Page outlines the coverages purchased and forms part of the Policy. The Policy attached to this Declarations Page defines the available coverages along with the terms, conditions and exclusions applicable to this Policy and Declarations Page.

1. NAMED INSURED:	Manitoba Chapter of the Ninety Nines, Inc.		
2. ADDRESS:	464-125 Dysart Road, Winnipeg, MB R3T 2N2		
3. BROKER AND ADDRESS:	The Magnes Group Inc. 7030 Woodbine Avenue, Suite 801, Markham, ON, L3R 6G2		
4. POLICY PERIOD:	Inception:	June 11, 2022	Expiry: June 11, 2023
	at 12:01 a.m. both dates at the Address of the Named Insured Item 2		
5. PREMIUM:	\$3,056.00	6. CURRENCY:	CAD
7. AIRCRAFT USE:	The aircraft will be used for Private Business and Pleasure		
8. APPROVED PILOT(S):	<p>a. Coverage under this Policy only applies when the pilot in command of the aircraft is: Any bona fide member of the ninety nines are friends of the ninety nines, maximum 25 pilots</p> <p>b. Any pilot holding a Commercial Pilot License with a Flight Instructor Rating, but only while accompanied by a named pilot.</p> <p>c. Any Commercial Pilot with a minimum of 500 hours total time, including 20 hours on make & model, but only while accompanied by a named pilot.</p> <p>d. A pilot employed by Transport Canada approved maintenance company for the purpose of test flying your aircraft after maintenance work has been completed on your aircraft or for ferrying your aircraft to and from your usual airport where your aircraft is based for the purposes of having maintenance work performed on your aircraft</p> <p>e. Any pilot holding a DFTE (Designated Flight Test Examiner) as granted by Transport Canada.</p> <p>f. Any bonafide member of the Manitoba Chapter of the Ninety Nines Inc or Friends of the Ninety Nines maintaining a Recreational or more advanced pilot certificate who has demonstrated to the Named Insured's appropriately certified flight instructor, the piloting skill required for the aircraft being flown. 25 PILOTS MAX</p>		

9. GEOGRAPHICAL LIMIT:	<p>United States of America, its territories and possessions, Canada, the French Islands of St. Pierre and Miquelon, Mexico, Central America, Bahamas, Islands of the Caribbean (excluding Cuba) or enroute between points therein.</p> <p>Although this policy provides coverage in Mexico, the Mexican Government may require proof of aircraft liability written through a Mexican Insurance company. If the Insured does not have proof of Mexican liability insurance, the aircraft may be confiscated by the Mexican authorities and any Passengers jailed or detained. It is a good practice to contact your Broker to arrange coverage if any flights are planned into or near Mexican Airspace.</p>
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10. AIRCRAFT HULL COVERAGES PURCHASED:

Registration of Aircraft	Make & Model	Agreed Value when aircraft is operated on (\$)				Coverage	Deductibles (\$)
		Wheels/ Helicopter	Skis	Floats	Amphibs		In Motion and Not In Motion
C-FLUG	1959 Cessna 150	40,000	n/a	n/a	n/a	In Motion and Not In Motion	0

11. AIRCRAFT LIABILITY COVERAGES PURCHASED:

Registration of Aircraft	Passenger Seats	A. Combined Liability Property Damage and Bodily Injury (\$) Each Occurrence	B. Passenger Bodily Injury (\$)		A. & B. Combined Single Limit (\$)
			Each Passenger	Each Occurrence	Each Occurrence
C-FLUG	1	n/a	n/a	n/a	2,000,000

12. ENCUMBRANCE:	The Named Insured is and shall remain the sole owner of the Aircraft and the Aircraft is not subject to any encumbrance other than as indicated herein.
13. JURISDICTION:	This policy will be subject to the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Act(s).
14. POLICY FORM:	COPA-6
15. ENDORSEMENTS:	Agreed Value Adjustment, Weight and Balance Exclusion, Minimum & Earned Premium, Accident Forgiveness

The Declarations and the Policy with endorsements will constitute the contract between the **Insured** and the **Insurer**.

IDENTIFICATION OF INSURER / ACTION AGAINST INSURER

In any action to enforce the obligations of the **Insurer** Service of such proceedings may validly be made upon the General Counsel for AIG Insurance Company of Canada whose address for such service is 120 Bremner Boulevard, Suite 2200, Toronto, Ontario M5J 0A8.

NOTICE

Any notice to the **Insurer** may be validly given to:

AIG Insurance Company of Canada, 120 Bremner Boulevard, Suite 2200, Toronto, Ontario M5J 0A8

In witness whereof this Policy has been signed as authorized by the Insurer, **AIG Insurance Company of Canada**



Per

Date: June 6, 2022

The **Insured** is requested to read this Policy, and, if it is incorrect, to return it immediately for alteration.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of AIG Insurance Company of Canada's insurance business in Canada.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquired and disputes are also to be addressed to this Coverholder.

It is a condition of the Policy that the Insured is a current and valid member of COPA during the entire Policy Period.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.



AIRCRAFT AGREED VALUE ADJUSTMENT ENDORSEMENT

Policy #: CC 000010600-06

Policy Effective Date: June 11, 2022

**Named Insured: Manitoba Chapter of the
Ninety Nines, Inc.**

Effective Date of Endorsement: June 11, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

It is hereby agreed that the Aircraft Insurance Policy to which this endorsement is attached is amended as follows:

If the Aircraft is insured for In Motion and Not In Motion Hull Coverage then, in the event of a Total Loss, the Agreed Value of the Aircraft as stated in the Declarations shall be increased by the "Amount of Appreciation" during the policy period, subject to the following:

The "Amount of Appreciation" shall be the total of the following:

1. The percentage difference in the "Currency Exchange Rate" between the United States Dollar (USD) and the Canadian Dollar (CAD) from the effective date that the Agreed Value is acknowledged and reflected in this Policy until the date of the Total Loss; plus
2. The percentage difference in the "base average retail value" for the Aircraft from the effective date that the Agreed Value is acknowledged and reflected in this Policy, until the Total Loss.

If this policy is the Insurer's renewal of coverage for the Aircraft, the "Amount of Appreciation" will be for a period of not less than ninety (90) days prior to the Total Loss.

The total "Amount of Appreciation" applied to the Agreed Value shall not exceed 5% of the Agreed Value or CAD\$5,000, whichever is less.

The "base average retail value" must be published in the Insurer's "aircraft value reference source", and shall not include any adjustment for engine time, avionics, condition, or any other aircraft modification or additional equipment.

The Insurer's "aircraft value reference source" will be those in effect during the term of this endorsement.

The "Currency Exchange Rate" shall be the applicable *USD/CAD Closing Rate* as established by the Bank of Canada.

Current and historical exchange rates may be found online at <http://www.bankofcanada.ca/rates/exchange/>

All other terms and conditions remain unchanged.



Aviation Insurance Program
Programme d'assurance aérienne

Louyer



The Magnes Group Inc.
7030 Woodbine Ave, Suite 801
Markham, ON L3R 6G2



WEIGHT AND BALANCE EXCLUSION

Policy #: CC 000010600-06

Policy Effective Date: June 11, 2022

**Named Insured: Manitoba Chapter of the
Ninety Nines, Inc.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

AIRCRAFT INSURANCE POLICY

It is hereby agreed that paragraph b. of Section 4: Exclusions Applicable to All Sections – is amended to read as follows:

- b. *Certificate of Airworthiness / Weight and Balance* – The Insurer will not pay any claims arising while the Aircraft is being operated:
 - i. other than in accordance with its certificate of airworthiness or equivalent Transport Canada regulations; or,
 - ii. if loaded beyond its maximum take-off weight limits or outside of its permissible centre of gravity limits.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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OTHER INSURANCE AMENDMENT ENDORSEMENT

Policy #: CC 000010600-06
Named Insured: Manitoba Chapter of the
Ninety

Policy Effective Date: June 11, 2022
Effective Date of Endorsement: June 11, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULL

It is hereby agreed that the Aircraft Insurance Policy to which this endorsement is attached is amended as follows:

Paragraph g. – *Other Insurance* – of Section 5: Conditions Applicable to All Sections is deleted and replaced with the following:

g. *Other Insurance* - If there is other insurance that also covers a loss covered under this Policy, then the Insurer will not be liable for a greater proportion of the loss, including all expenses, than the amount of insurance or limit of liability under this Policy bears to the total amount of all valid insurance. But if other primary insurance was issued to the Insured through the Insurer then the limits of liability of this policy are reduced by the amount of the applicable limits of that other insurance. There are two exceptions: i) the above would not apply with respect to any Policy specifically purchased as excess coverage and ii) if a loss occurs under Section 3.d. of this Policy, "Non-Owned Aircraft Liability", then the coverage provided by that section will apply as excess insurance only.

All other terms and conditions remain unchanged.

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MINIMUM & EARNED PREMIUM ENDORSEMENT

Policy #: CC 000010600-06

Policy Effective Date: June 11, 2022

Named Insured: Manitoba Chapter of the Ninety

Effective Date of Endorsement: June 11, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

It is hereby agreed that Item f. – *Cancellation* – of Section 5: Conditions Applicable to All Sections of the policy is amended to read as follows:

f. *Cancellation* –

- i. Subject to applicable laws, the Insured may cancel this Policy at any time by giving the Insurer written notice in advance of the date that the Insured requires the Policy to be cancelled. The cancellation will be effective from that date. A return premium due will be calculated based on the short rate table shown in this Policy, however no return premium will be given to you unless the aircraft has been sold or if the aircraft is leased and returned to the Lessor.
- ii. The Insurer may cancel this Policy by mailing to the Insured at the address shown in the Policy, written notice stating when, but not less than 30 days thereafter, except 10 days in the event on non-payment of premium, such cancellation shall be effective. The mailing of such will be sufficient proof of notice, and this Policy will end on the date of cancellation shown in the notice. The return premium due to the Insured will be calculated based on a pro rata daily basis.

If one or more of the Aircraft has been subject to a loss exceeding the premium paid under this Policy, the Insured will not be entitled to any return premium for such Aircraft.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



ACCIDENT FORGIVENESS ENDORSEMENT

Policy #: CC 000010600-06

**Named Insured: Manitoba Chapter of the
Ninety**

Policy Effective Date: June 11, 2022

Effective Date of Endorsement: June 11, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

It is hereby agreed that the Policy to which this endorsement is attached is amended as follows:

If an Aircraft insured hereunder is involved in an Occurrence and the Approved Pilot at the time of the Occurrence has completed at least one (1) Qualifying Safety Event as defined below within six (6) months prior to the accident the Insurer agrees to the following:

1. In the event of a single Occurrence during the policy period the Insurer will waive any premium surcharge as a result of such Occurrence.
2. The Insurer will waive the applicable physical damage deductible as set forth in the Declarations up to a maximum of \$250.

Qualifying Safety Events

- A. A flight review with an instructor.
- B. A COPA "Rust Remover" safety seminar.
- C. A Transport Canada approved recurrent training program.
- D. A training program or pilot proficiency check (PPC) as set forth by Part IV, VI or VII of the CARs;
- E. The requirements for the issuance or renewal of a new pilot license, permit or rating.

Conditions

1. The Insured shall only be eligible for Accident Forgiveness per this endorsement for one (1) claim only submitted during a continuous 36 month period.
2. Completion of the Qualifying Safety Event must be evidenced to the Insurer via a Completion Certificate or applicable log book endorsement.

Exclusions

An Occurrence arising out of or relating to any of the following will not be eligible for Accident Forgiveness per this endorsement:

1. Drug or alcohol abuse;



2. Fuel exhaustion

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

L. Ouyas

**PRIVACY LEGISLATION
CLIENT CONSENT FORM**

BETWEEN: The Magnes Group Inc. (the "Broker")

AND: Manitoba Chapter of the Ninety (the "Client")

The Client hereby acknowledges that the Broker has been retained by the Client to acquire or renew a policy or policies of insurance or to provide Consulting and/or Risk Management Services for the Client, under which the individual Client, or named individuals in addition to the Client, or where the Client is a commercial or other entity, its employees, servants and representatives (hereafter collectively called "insured individuals") may be insured.

As part of the application for new or renewal insurance coverage(s), the Client hereby authorizes the Broker to collect, use and disclose personal information of such insured individuals as required and as permitted pursuant to relevant Canadian privacy laws or other relevant Canadian laws.

The Client hereby expressly consents to the Broker collecting, using or disclosing personal information of such insured individuals, or providing such personal information to third parties including insurance companies, as required by relevant Canadian laws or for the purpose of acquiring or renewing a policy or policies of insurance. Where there are insured individuals in addition to the Client, or where the Client is a commercial or other entity, the Client hereby covenants and warrants that the Client has obtained the appropriate consent from all of the insured individuals to disclose their personal information to the Broker for these purposes accordingly. Each of the parties further agrees to safeguard the security of such personal information in a manner appropriate to the sensitivity of that information and as required by relevant Canadian privacy laws.

If the Client wishes to restrict the general nature of this consent to any specific area, please indicate here:

If the Client wishes:

- To review personal information maintained by the Broker pertaining to the Client's application, policy or policies;
- To obtain copies of the Broker's privacy policies or standards;
- To make other enquiries or to express concerns, the Client may do so by contacting the Broker's Privacy Officer.

Broker's Privacy Officer: Moe Elkateb

Phone # 905-845-9793x334

Signature of Client: _____

(or an authorized signing Officer where the Client is a commercial or other entity)

Date:

Monday, June 6, 2022