

## **EXHIBIT D - MINIMUM INSURANCE REQUIREMENTS**

| Category  | Property<br>Insurance  | Commercial<br>General<br>Liability | Hangarkeepers<br>Liability <sup>1</sup> | Environmental<br>Impairment<br>Liability | Aircraft and Passenger<br>Liability                        | Automobile Liability (To Include Hired & Non-owned Vehiclees) <sup>6</sup> |           |
|---|--|------------------------------------|---|--|--|--|-----------|
| Fixed Base Operators (FBO's)  | Yes  | \$5,000,000                        | \$5,000,000                             | \$1,000,000                              |  | \$   | 1,000,000 |
| Aircraft Maintenance Operator and<br>Avionics or Instrument Maintenance<br>Operator-Piston  | *5   | \$1,000,000                        |   | \$1,000,000                              |  | \$   | 1,000,000 |
| Aircraft Maintenance Operator and<br>Avionics or Instrument Maintenance<br>Operator-Turbine | *5   | \$5,000,000                        |   | \$1,000,000                              |  | \$   | 1,000,000 |
| Avionics or Instrument Maintenance<br>Operator (Bench work Only)                            | *5   | \$1,000,000                        |   |  |  | \$   | 1,000,000 |
| Aircraft Rental or Flight Training Operator   | *5   | \$1,000,000 <sup>2</sup>           |   |  | \$1,000,000/occurrence                                     | \$ 1,0   | 4 000 000 |
|   | *5   |                                    |   |  | \$100,000/passenger  |  | 1,000,000 |
| Aircraft Charter or Aircraft Management Operator  | *5   | \$1,000,000                        |   |  | \$5,000,000/occurrence                                     | - \$ 1,00  |           |
|   | *5   |                                    |   |  | \$500,000/passenger  |  | 1,000,000 |
| Aircraft Sales Operator   | *5   | _                                  | \$1,000,000                             |  | \$1,000,000/occurrence                                     | \$   |           |
|   | *5   |                                    |   |  | \$100,000/passenger  |  | 1,000,000 |
|   | *5   | \$1,000,000                        | \$1,000,000                             |  |  |  |           |
| Aircraft Storage Operator   | *5   | \$5,000,000 <sup>3</sup>           | \$5,000,000 <sup>3</sup>                |  |  | \$   | 1,000,000 |
| Aviation Service Sole Proprietor  | *5   | \$1,000,000 <sup>2</sup>           |   |  | \$1,000,000/occurrence<br>\$100,000/passenger <sup>4</sup> | \$   | 250,000   |
| Other Commercial Aeronautical Activities  |  | \$1,000,000                        |   |  | \$300,000/occurrence                                       | \$   | 1,000,000 |
| Temporary Specialized Aviation<br>Service Operator  |  | \$1,000,000                        |   |  | \$300,000/occurrence                                       | \$   | 1,000,000 |
| Non-Commercial Hangar Lessee  | *5   |                                    |   |  | \$300,000/occurrence                                       | \$   | 1,000,000 |
| Non-Commercial Flying Club  | *5   |                                    |   |  | \$1,000,000/occurrence<br>\$100,000/passenger              | \$   | 1,000,000 |
| Non-Commercial Self-Fueling<br>Permitee (Jet Fuel and/or Avgas)                             | *5   | \$ 1,000,000                       |   | \$1,000,000                              | \$300,000/occurrence                                       | \$   | 1,000,000 |
| Non-Commercial Self-Fueling Permitee (Alternative Fuels e.g. mogas)                         | *5   |                                    |   | \$500,000                                | \$300,000/occurrence                                       | \$   | 250,000   |
| T-Hangar or Community Hangar  | *5   |                                    |   |  | \$300,000/occurrence                                       | \$   | 250,000   |
| Other   | *Insurance requirements subject to determination by Aviation Department and Risk Management. |                                    |   |  |  |  |           |

Additional Insurance Requirements

- •Lessee's policies are to be primary to any other valid and collectible insurance available to the City
- •All policies shall include a Waiver of Subrogation in favor of the City (Temporary SASO must also include Airport Lessee)
- •The City of Fort Worth shall be named as Additional Insured (Temporary SASO must also include Airport Lessee)

•Policies shall have no exclusions by endorsement, which, neither nullify or amend the required lines of coverage, nor decrease the limits of said coverage

- <sup>1</sup> Coverage per aircraft should be equivalent to the average aircraft value at one time and coverage per occurrence should be equivalent to the average of the maximum value of total aircraft at one time, but not less than the amount noted above
- <sup>2</sup> Must include Negligent Instruction Coverage
- <sup>3</sup> If aircraft storage operator is providing subleasing space for aircraft storage
- <sup>4</sup> Only required for those providing flight instruction
- <sup>5</sup> Depends on terms of the lease agreement
- <sup>6</sup> If vehicle parked landside State minimums would apply

**Aviation Minimum Standards**, City of Fort Worth Aviation Department (06/03/2014)

## **DEFINITIONS:**

| PROPERTY INSURANCE   | Coverage for the Building includes (but is not limited to) the building and structures, completed additions to covered buildings, outdoor fixtures, permanently installed fixtures, machinery and equipment. The building material used to maintain and service the insured's premises is also insured. Business Personal Property owned by the insured and used in the insured's business is covered for direct loss or damage. The coverage includes (but is not limited to) furniture and fixtures, stock, improvements and betterments, leased property for which you have a contractual obligation to insure and several other similar business property items when not specifically excluded from coverage. The policy is also designed to protect the insured against loss or damage to the Personal Property of Others while in the insured's care, custody and control.  Business Income (sometimes called Business Interruption) affords protection against the loss of earnings of a business during the time required to rebuild or repair covered property damaged or destroyed by fire or some other insured cause of loss.  Extra Expense allows coverage for those additional expenses over and above normal operating expenses paid due to damage to covered property from a covered cause of loss. These expenses could include rent, utilities, moving |  |  |  |  |
|--|---|--|--|--|--|
|  | expenses, telephone, advertising and labor.  This coverage protects the insured for bodily injury or property damage to the third parties, for which they are legally liable. The policy covers accidents occurring on the premises or away from the premises. Coverage is provided for injury or damages arising out of goods or products made or sold by the named insured. Coverage is afforded for the named insured and employees of the named insured; however, several individuals and organizations other than the named insured may be covered depending upon certain circumstances specified in the policy. In addition to the limits, the policy provides supplemental payments for attorney fees, court costs and other expenses associated with a claim or the defense of a liability suit.  |  |  |  |  |
| COMMERCIAL GENERAL LIABILITY                                       | Coverage A - Bodily Injury and Property Damage Liability  Bodily Injury means physical injury, sickness or disease, including death. Property Damage means physical injury to tangible property, including the resulting loss of use of that property.  |  |  |  |  |
|  | Coverage B - Personal Injury and Advertising Injury Liability  Personal Injury means false arrest, malicious prosecution, wrongful entry or eviction, libel, slander and violations of a person's right of privacy. Advertising Injury means libel, slander, disparagement, violations of a person's right of privacy, misappropriation and copyright infringement.  Coverage C - Medical Payments  Medical Payments means medical expenses for bodily injury caused by an accident.  |  |  |  |  |
| HANGARKEEPERS<br>LIABILITY   | Insures the hanger operator for legal obligations to pay damages due to loss to an aircraft that occurs when the aircraft is in the care, custody or control of the insured for safekeeping, storage, service or repair. Coverage extends to liability claims involving an aircraft's loss of use.  |  |  |  |  |
| ENVIROMENTAL<br>IMPIRMENT LIABILITY                                | Insures the pollution exposure associated with the insured's property and operations, Including costs of cleanup ar remedial or corrective action due to a third-party demand or a government order. The Pollution exclusion in general liability insurance effectively eliminates coverage for damages for bodily injury, property damage and cleanup costarising from most types of pollution events. Because of this, customized protection for the pollution exposure of numerous insureds in this category is essential.   |  |  |  |  |
| <u>AIRCRAFT AND</u><br>PASSENGER LIABILITY                         | Coverage geared specifically to the operation of aircraft and the risks involved in aviation. Aviation insurance policies are distinctly different from those for other areas of transportation and tend to incorporate aviation terminology, as well as terminology, limits and clauses specific to aviation insurance. Passenger liability protects passengers riding in the accident aircraft who are injured or killed. In many countries this coverage is mandatory only for commercial or large aircraft. Coverage is often sold on a "per-seat" basis, with a specified limit for each passenger seat.   |  |  |  |  |
| AUTOMOBILE LIABILITY<br>(TO INCLUDE HIRED &<br>NON-OWNED VEHICLES) | The liability coverage of the Business Auto Policy provides protection against legal liability arising out of the ownership, maintenance or use of any insured automobile. The insuring agreement agrees to pay for bodily injury or property damage for which the insured is legally responsible because of an automobile accident. The policy als states that, in addition to the payment of damages, the insurer also agrees to defend the insured for all legal defense cost. The defense is in addition to the policy limits.  |  |  |  |  |
| WAIVER OF<br>SUBROGATION   | An agreement between two parties in which one party agrees to waive subrogation rights against another in the event of a loss. The intent is to prevent one party's insurer from pursuing subrogation against the other party.  |  |  |  |  |

