

INSURANCE PROVISIONS

- A. HWA will at all times during the effectiveness of the Contract, at its own expense, maintain in effect or cause to be maintained in effect, with financially sound and reputable insurance companies of recognized responsibility and having an A. M. Best financial strength rating of A-7 or better, the insurance policies (“*HWA Policies*”) set forth below:
1. ***With respect to Air Transportation Services:***
 - a. Comprehensive Aviation Liability Insurance, insuring against personal injury, bodily injury and property damage losses, arising from ground, flight and taxiing exposures, including, comprehensive general liability (including third party and passenger liability, public liability, airport liability, premises, products, contractors and completed operations liability), cargo, and contractual liability in a total combined limit of primary and excess coverage, any one occurrence, for Bodily Injury, Personal Injury, and Property Damage Liability, of not less than \$500,000,000.00 USD; and
 - b. Comprehensive War Risks, Hi Jacking and Allied Perils Liability Insurance as provided by AVN 52E (or similar provisions commonly adopted in the London insurance market for insurances of the type referred to in this Section 1(b) with respect to war and terrorism liability coverage in amounts per occurrence and in the aggregate (both primary and excess) not less than the minimum liability coverage amount specified in Section A.1(a) above.
 2. ***Other Insurance:*** In addition to the foregoing, HWA will, at its sole cost and expense, procure and maintain during the term of this Agreement with insurers of recognized responsibility, the following insurance at a minimum:
 - a. Comprehensive Automobile Liability in a total combined limit of primary and excess coverages, any one occurrence, for bodily injury, personal injury, and property damage, in an amount not less than \$1,000,000.00 USD, inclusive, for off airport operations;
 - b. Workers Compensation insurance in accordance with Applicable Law, meeting all applicable statutory requirements; and
 - c. Employers Liability insurance in a total combined limit of primary and excess coverage in an amount not less than \$1,000,000 USD for (i) bodily injury by accident per accident; and (ii) bodily injury by disease per employee but subject to an annual policy aggregate of \$1,000,000.00 USD.

B. Charterer will at all times during the effectiveness of the Contract, at its own expense, maintain in effect or cause to be maintained in effect, with financially sound and reputable insurance companies of recognized responsibility and having an A.M. Best financial strength rating of A-7 or better, the insurance policies set forth below:

1. *General Liability:*

- (a)** Comprehensive General Liability Insurance, insuring against personal injury, bodily injury and property damage losses, including comprehensive general liability (including third party liability, public liability, premises, products, contractors and completed operations liability), and contractual liability in a total combined limit of primary and excess coverage, any one occurrence, for Bodily Injury, Personal Injury, and Property Damage Liability, of not less than USD Twenty Five Million Dollars (\$25,000,000.00 USD);
- (b)** Comprehensive Automobile Liability in a total combined limit of primary and excess coverages, any one occurrence, for bodily injury, personal injury, and property damage, in an amount not less than \$1,000,000.00 USD;
- (c)** Workers Compensation insurance in accordance with Applicable Law, meeting all applicable statutory requirements; and
- (d)** Employers Liability insurance in a total combined limit of primary and excess coverage in an amount not less than \$1,000,000 USD for (i) bodily injury by accident per accident; and (ii) bodily injury by disease per employee but subject to an annual policy aggregate of \$1,000,000.00 USD.

2. *Policies and Certificates.* Charterer will, upon execution of this Contract and thereafter upon each policy renewal, provide HWA at HWA's request with certificates evidencing the above coverages.

3. *Self-Insurance.* In addition, Charterer will not self-insure the risks required to be insured as provided above unless approved in advance by HWA.

END.