

AIRCRAFT BUILDERS COUNCIL - PRODUCTS LIABILITY POLICY

SPACECRAFT COVERAGE ENDORSEMENT

Notwithstanding Exclusion (q) of this policy it is hereby agreed that Coverage A of this policy shall apply in respect of Property Damage to:

- (1) any spacecraft, satellite or spaceship and any article or Aircraft Product furnished for, used in connection with, relating to, or installed in any spacecraft, satellite or spaceship whether partially or wholly completed, and
- (2) any spacecraft, satellite or spaceship belonging to a third party whether partially or wholly completed,

until the Operational Life of such spacecraft, satellite or spaceship has expired provided that:

- (A) in the event of Property Damage to two or more satellites on the same launch occurring after completed integration of the satellites on board the Launch Vehicle, until the actual physical separation from the Launch Vehicle, this policy shall pay such sums which the Insured shall be legally obligated to pay as damages in respect of Property Damage to a satellite subject to the applicable policy limit or USD125,000,000, whichever the lesser, any one satellite, or
- (B) in the event of Property Damage to a satellite occurring other than as stipulated in (A) above, this policy shall pay such sums which the Insured shall be legally obligated to pay as damages in respect of Property Damage to such a satellite subject to the applicable policy limit or USD250,000,000, whichever the lesser. However, if Property Damage is caused to another satellite the Operational Life of which has not expired, this policy shall provide coverage up to the applicable policy limit.

For the purpose of the coverage afforded by this endorsement the term Operational Life shall be defined as follows:

OPERATIONAL LIFE

Operational Life of a complete spacecraft, satellite or spaceship is deemed to be the period of time such spacecraft, satellite or spaceship is designated to perform by the manufacturer as stated in the original sales contract.

LIMITATION OF LIABILITY

It is further understood and agreed that the inclusion of this endorsement shall not operate to increase the total liability of the Insurers beyond the limits stated in Item 5 of the Declarations.