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Aviation Insurance and Exculpatory Contracts

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Aviation Insurance and Exculpatory Contracts

In the *Nat. Union Fire Ins. Co. of Pittsburgh v. Zuver* case, various facts are presented due to the ruling made by the supreme court. First, it is a fact that the insurance policies signed by Philip Strathy were part of the contracts that he made between him and the National Union Fire Insurance Company as far as the operation of his jet. Also, it was a fact that Strathy's jet crashed under the weather conditions requiring pilots with instruments flight rating a violation of his policy contract because he only had a visual flight rating. Lastly, it was undisputed that Strathy was the insured pilot of the jet 209 crash at Glacier Peak (Justia, n.d.). These facts came into play through the court arguments of both plaintiffs and respondents and the ruling made by the supreme court of Washington. Mainly, this was to uphold the court of appeal's decision to deny the plaintiffs' insurance coverage for Strathy's crashed jet and the uncontested insurance policy that formed the basis of the highlighted facts.

The court was asked to decide on the ambiguity of the pilot warranty clause, which stated that the policy was only applicable to the aircraft whose pilots had appropriate FAA ratings (Justia, n.d.). Again, to invalidate the exclusionary clause stating that the pilot (s) of the insured aircraft that are in flight is not considered for insurance coverage. The appellants put the court to task in looking at the applicability of the mentioned issues.

The court agreed with the court of appeal's decision to deny the plaintiffs' insurance coverage. The judge agreed with the respondents' arguments that Strathy violated the insurance policy terms by flying the aircraft above the clouds that required only pilots with instruments flight rating despite having visual flight rating. Additionally, the court distinguished between an

operation and inflight, finding Strathy to have violated the insurance contract. Finally, the court put the incident as due to self-negligence that required no insurance compensation.

I agree with the court's decision. Strathy violated the terms of the insurance policy by flying beyond his ratings. Therefore, to get compensated, they must strictly comply with the policy regulations as stated in every clause of their contracts with their insurers.

Reference

Justia. (n.d.). NAT. UNION FIRE INS. CO. OF PITTSBURGH v. Zuver.

<https://law.justia.com/cases/washington/supreme-court/1988/53972-3-1.html>

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