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Standard CGL Aircraft Exclusion Barred Liability Coverage

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A California federal judge held that a standard comprehensive general liability (CGL) aircraft exclusion barred liability coverage for injuries suffered as a result of drone operations. The injuries occurred when a wedding photographer used a drone to capture images at a wedding reception and the drone hit a guest who sustained serious injuries, including loss of sight in one eye. The court determined that the insurance company could recover the costs incurred by the company in defending the wedding photographer because an “aircraft” (as defined by Merriam-Webster’s Collegiate Dictionary) was excluded from the CGL, and therefore, the company was not obligated to defend the photographer against the suit filed by the injured guest.

Generally, CGL policies can provide liability coverage for drone operations by endorsement. However, many CGL policies do not provide property coverage for the drone or its cargo—liability coverage only. On the other hand, a specialty drone policy will generally provide liability coverage for drone operations and property coverage for the drone itself as well.

Many insurance companies that offer these specialized drone policies also offer comprehensive coverage for those companies that regularly conduct drone operations. Before your company flies a drone or hires a third party to conduct a drone operation on its behalf check the scope of your CGL and understand what it does and does not cover in the event of an injury or property damage.

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