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ILLINOIS LAW MANUAL

CHAPTER XII

EXCLUSIONS TO COVERAGE

E. AIRCRAFT EXCLUSION

The standard comprehensive general liability insurance policy contains an exclusion precluding coverage for bodily injury or property damage arising out of the ownership, maintenance, use, or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading. In addition, the standard homeowners policy contains an exclusion precluding coverage for bodily injury or property damage arising out of the ownership, maintenance, use, and loading or unloading of an aircraft.

In Hanover Ins. Co. v. Showalter, 204 Ill. App. 3d 263 (1990), a case of first impression and the only Illinois case addressing this exclusion, the Appellate Court analyzed the definition of “aircraft” in a homeowner’s personal liability policy. The policy exclusion precluded coverage for injuries arising out of “the ownership, maintenance, use, loading or unloading of aircraft.” The policy defined aircraft as “any contrivance used or designed for flight except model aircraft of the hobby variety not used or designed to carry people or cargo.” The court used the dictionary definitions of “flight,” “parachute,” and “aircraft” and concluded that a parachute was not an aircraft. Id. at 267. Therefore, the aircraft exclusion did not apply. Also, the court rejected the insurer’s argument that the term “aircraft” was ambiguous. Id. at 266.