

TSS FLYING CLUB, INC.

FLIGHT AND OPERATING RULES

(Revised January 8, 1990)

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TSS FLYING CLUB, INC.

FLIGHT AND OPERATING RULES

I. FLIGHT LIMITATIONS

A. General Flight Limitations

1. Members of the Club shall observe all existing FAR's (Federal Aviation Regulations), State, Local, Airport, and Club rules.
2. The aircraft engine shall not be started or operated without a competent operator at the controls.
3. No member of the Club shall execute inverted flight or other unusual maneuvers which might cause structural damage to Club aircraft.
4. The Club aircraft shall be operated only from those landing fields which are officially recognized as public or private airports. Operation from other landing areas is permitted only under emergency conditions or upon prior approval of the Board of Directors.
5. The Club radio transmitters shall not be operated by any member or other person until such time as he is fully instructed in its operation (EXCEPT IN AN EMERGENCY!).
6. Club aircraft shall be flown by Club members only, with the following exceptions: Club approved instructors only when accompanied by a Club member; any other flight must be approved by the Board. Flight by non-members may invalidate the Club insurance policy and subject the member to financial responsibility in the event of uninsured loss.
7. Club aircraft shall not be loaned or rented to non-members.
8. Each member must own an operator's handbook for each Club aircraft he intends to fly and have such handbook with him.
9. Unless otherwise authorized by the Board, student Pilot members are limited to flying with a Club member instructor or making solo flights approved by a Club member instructor.
10. In case of any forced landing or off-airport landing, the Board must be notified before the aircraft is again flown or the aircraft is moved.

B. Checkout and Recent Flight Experience Requirements

1. Each new member, regardless of previous flight experience, shall be required to check out with a Club member instructor in each make and model of Club aircraft he desires to solo. For all members other than students, the first check-out in a Club aircraft must be a complete proficiency check as discussed in the following paragraph and a proficiency form must be submitted to the Safety Officer. All other check-outs must be signed off by the instructor in the pilot's logbook. When the Club acquires an aircraft, the Board of Directors shall determine the checkout required before members can operate the newly acquired aircraft.
2. Each member, other than students, shall be required to pass an annual proficiency check ride with a Club member instructor and to submit a proficiency form provided by the Club and signed by the instructor to the Safety Officer. This proficiency check ride shall occur on or before the end of the 12th month after any previous proficiency check ride or satisfactorily completed FAA flight test. The annual proficiency check ride shall be equivalent to the biennial flight review required by Part 61 of the FAR's. The Training-Safety Officer may accept the passing of a flight test for a new certificate or rating or other proficiency flying in Club aircraft or other aircraft as compliance with the Club's annual proficiency check ride, or the Training-Safety Officer may present the matter to the Board for Action. Any Club aircraft may be used for this purpose. For all Club annual proficiency check rides conducted on or after November 1, 1985, the check ride must be completed in the most complex aircraft which the member desires to fly during the twelve months after the check ride. The Club newsletter will, from time to time, list and rank the order of complexity of Club aircraft. A Club member instructor may, in the instructor's discretion, conduct the annual proficiency check ride in other than the most complex aircraft the member intends to fly during the twelve months after the check ride and so indicate on the Club form submitted to the Training-Safety Officer. It is a Club policy that a member should not use the same instructor for two successive annual proficiency check rides. Failure to submit the form by the end of the 12th month after the previous check ride shall automatically revoke a member's privilege of solo and/or pilot-in-command flight in any Club aircraft until such time as this requirement is met. For new members, the initial proficiency check shall determine the month for their annual check ride. When Club member CFI's give new member check rides or annual check rides to instrument rated pilots, instrument capability shall be checked.

3. New members, prior to completing their checkout and old members annually shall demonstrate knowledge of the Club's flight rules and insurance limitations as a condition of obtaining or retaining scheduling privileges.

4. Each member shall abide by the recent flight experience requirements specified in FARs 61.57(c) and (d) as follows:

"(c) General experience. No person may act as pilot in command of an aircraft carrying passengers, nor of an aircraft certificated for more than one required pilot flight crewmember, unless within the preceding 90 days, he has made three takeoffs and three landings as the sole manipulator of the flight controls in an aircraft of the same category and class and, if a type rating is required, of the same type. If the aircraft is a tailwheel airplane, the landings must have been made to a full stop in a tailwheel airplane. For the purpose of meeting the requirements of the paragraph a person may act as pilot-in-command of a flight under day VFR or day IFR if no persons or property other than as necessary for his compliance thereunder, are carried."

"(d) Night experience. No person may act as pilot in command of an aircraft carrying passengers during the period beginning 1 hour after sunset and ending 1 hour before sunrise (as published in the American Air Almanac) unless, within the preceding 90 days, he has made at least three takeoffs and three landings to a full stop during that period in the category and class of aircraft to be used."

5. Student pilots shall be checked out each ninety (90) days by a Club approved instructor in accordance with the FARs or in accordance with the Club's insurance policy requirements. If the Club insurance so requires, all student members flying shall be supervised by a Club approved instructor.

6. No Club student pilot may operate a Club aircraft in night solo flight.

7. No member shall operate a Club aircraft in violation of the terms and limitations of his pilot certificate or current medical certificate. No member shall operate a Club aircraft for unlawful purposes.

C. Specific Aircraft Limitations

1. Club members are expected to know the limitations set forth in the Owner's Manual and the Weight and Balance Charts for each aircraft and are expected to operate said aircraft accordingly.
2. Club members are expected to abide by the following eligibility requirements for flight in specific Club aircraft. This list may be revised or amended with the future purchase and sale of Club aircraft.
 - (a) All fixed gear, fixed pitch prop, 180 hp or less tricycle gear -- may be flown by all club members. Students must be supervised in accordance with Flight and Operating Rules Article I.A.9 and Article IV.B.
 - (b) All fixed gear, constant speed prop, 180 hp or less aircraft: Club members who fly these aircraft solo or as pilot-in-command shall have:
 - (i) Private pilot or higher license.
 - (ii) For members with fewer than three hours pilot time in aircraft with a constant speed propeller, a Club member must receive sufficient dual instruction and a checkout from a Club approved instructor.
 - (c) All other aircraft: Club members who fly these aircraft solo or as pilot-in-command shall have:
 - (i) Private pilot or higher license and 100 hours total time.
 - (ii) For retractable gear aircraft, the member must have ten hours total time in retractable gear plus a checkout from a Club member instructor; or in lieu of ten hours of retractable time, the member must have five hours of dual instruction in the Club's retractable aircraft and a checkout from a Club member instructor.
 - (iii) Any other requirements imposed by the Club's insurance policy which impose more extensive extensive experience and check-out requirements for retractable gear aircraft.

II. SCHEDULING OF CLUB AIRCRAFT

A. Scheduling Procedures

1. Only members-in-good-standing may schedule Club Aircraft. A member in good standing is defined as a member who meets all of the financial and attendance requirements specified by the Constitution of TSS Flying Club.
2. All flying time must be scheduled in advance of a proposed flight by reservations made with the Club appointed answering service except as noted below.
3. All flights must be scheduled from an on-the-hour time to an on-the-hour time. Loose scheduling of flights with such expressions as "all day" or from "x:xx o'clock on" with no specifications of departure and/or return will not be accepted.
4. All flights, regardless of length of time, are scheduled on a first-come-first-serve basis. Any member desiring to use time already scheduled by other members must make private arrangements accordingly, but scheduled flying time cannot be transferred between members if a back-up reservation has been made by a third member. The only exception to this rule shall lie in the power of the Board to cancel scheduled flight time for the purpose of necessary aircraft maintenance or other important Club business.
5. No member may schedule two or more aircraft during overlapping time periods without prior Board approval except that a back-up reservation can be made on an aircraft for a period overlapping a schedule of a different aircraft.
6. No member may utilize any given Club aircraft for more than two weekend flights during any 90-day period without the express permission of the Board. Weekend flights are defined as flights scheduled to begin at or before 12 noon on Saturday and return at or after 12 noon Sunday.
7. A member may fly a Club aircraft without prior reservations provided he departs no sooner than 15 minutes after the hour and returns before the start of the next hour. Hence, any member more than 15 minutes late for his scheduled time is liable to lose of the remainder of his first scheduled hour.

8. Reservations for flights in excess of 10 continuous days (7 consecutive days if only one aircraft is based at BWI for that aircraft) must be approved by the Board at its next meeting after the reservation is placed in the scheduling book. Such reservations shall not be considered as final until Board approval has been obtained.
9. Scheduled flights with the intention of leaving the contiguous United States (48 states) (except to Canada) must be the Board approved by before departure. (See Article VI, Section A.) The Board may require approval of flights to Canada and Alaska. A fine of \$50.00 will be assessed any member who flies outside of the 48 contiguous states or Canada without having complied with the above requirements.

B. Minimums

Depending on the time, day and aircraft scheduled, certain minimum flight times, whether flown or not, will be charged to the member. These times are based on the tachometer clock in each aircraft. Naturally, no one is expected to fly under conditions considered unsuitable according to the individual pilot's judgement and ability. In such circumstances, the minimums listed below will not be enforced provided that the procedures listed in Section D. (Cancellations) of this Article are followed.

These minimums are enforced; please cancel all unused reservations in accordance with the rules so that you are not billed for such time. Call the answering service to cancel regardless of the conditions for the cancellation. If you return the plane before the end of the scheduled period, let the answering service know.

UNDER NO CONDITION SHALL A MEMBER FLY AN AIRCRAFT WHICH HE CONSIDERS UNSAFE.

1. The Club minimums are one hour per day.
2. A member unable to return an aircraft to its home base at the scheduled termination of the reservation because of weather or mechanical problems shall notify the answering service or the Plane Captain as soon as possible. The member is also responsible for notifying or having the answering service or Plane Captain notify other members whose scheduled time will be interfered with.
3. Flights of 15 minutes or less are harmful to aircraft engines and are therefore prohibited.

C. Backup Reservations

Members desiring to use aircraft during time already reserved by another member are encouraged to make "backup" reservations. The answering service will not attempt to notify members making backup reservations if the initial reservation is cancelled. Members holding initial reservations which they later cancel are required to determine whether there is a backup and to advise the backup member of the cancellation. It is the responsibility of the "backup" member to determine immediately prior to the beginning of the backup reservation period whether the reservation has become available. It is often useful for the backup member to inform the holder of the primary reservation of his desire to utilize the aircraft. If the backup member changes his plans, he must cancel his backup reservation in accordance with Section D. of this Article.

D. Cancellations

Cancellation of flights previously scheduled provide an important function in the smooth operation of the Club. The courtesy extended by cancelling unusable scheduled time as early as possible allows optimum use to be made of Club aircraft and enables other members to plan trips they might otherwise be unable to make. It is impossible to designate rules and regulations governing each particular situation involving when, where, and how to cancel, but repetitive discourtesies to other members will result in disciplinary action by the Board. The following rules represent the very minimum responsibility of a member concerning cancellation, and failure to carry out these procedures will result in the enforcement of minimums discussed previously.

1. Cancellations not made at least 10 hours before the scheduled time are subject to minimum charges, except of course for cancellations due to weather or plane mechanical problems.
2. If a member finds, even after it is too late to cancel, that weather or mechanical difficulties make it impossible for him to fly his minimum, he should notify the scheduling service of the aircraft involved as soon as possible to explain the cause of not meeting his minimum. **UNDER NO CONDITION SHOULD HE FLY AN AIRCRAFT IN CONDITIONS WHICH HE CONSIDERS UNSAFE IN ORDER TO MEET A MINIMUM.**
3. Should a member return from his flight one or more hours earlier than anticipated, he should cancel the duration of his scheduled time.
4. It is also requested, out of common courtesy, that:
 - a. Members only schedule time they are quite certain of using.
 - b. Members keep within reason their total amount of entries in schedule books.

E. Loss of Scheduling Privileges

The answering service shall be notified of a member's loss of scheduling privileges if he loses his member-in-good-standing status as defined by the Club Constitution or as the result of specific Board action.

III. OPERATION PROCEDURES

A. General Procedures

For all flights, whether local or cross-country, it will be the responsibility of Club members using Club aircraft to follow the rules listed below.

1. Prior to each flight, the pilot-in-command must make a complete preflight inspection as per applicable FAR's. He must also ascertain that fuel and oil supplies are adequate for the intended flight and that weight and balance specifications for the specific aircraft are met.
2. Prior to each flight, the pilot-in-command must obtain weather information from the Weather Bureau or Flight Service Station or other reliable source. He should also be certain that he knows and understands the applicable FAR's (Part 91).
3. When doubtful conditions or problems arise during flight, land at the nearest airport.
4. For all flights, fuel and routine service bills, with the exception of airport tolls and hangar fees, paid by the member will be deducted from his account only if valid receipts are submitted to the Treasurer. All bills and receipts must show the aircraft number, date, and member's name to insure proper credit. If a member does not pay a landing fee or use fee and the Club is billed, the Treasurer may fine that member a minimum of \$25 and a maximum of \$50 per hour for the time it takes to track him down. If a member notifies the Treasurer of the date and aircraft he has landed at an airport that bills the Club directly for landing fees (e.g. La Guardia, Teterboro, Newark), only the landing fee assessed the Club will be billed to the member.
5. Servicing of a Club aircraft is mandatory during preflight inspection and at the termination of a flight. This includes adding club supplied oil, if necessary, prior to a flight and filling fuel tanks to appropriate level upon completion of a flight. If club supplied oil is available in the aircraft, but a member chooses instead to purchase oil from commercial sources, he will be financially liable for the amount of purchase. If unable to service aircraft, the member should state this on the log sheet, giving reasons and, if applicable, noting the time flown since last fueling.

6. For each flight, using the log sheets provided in each Club aircraft, the member should record tachometer time from engine start to engine stop, amount of fuel and oil purchased, malfunctions, hard landings, other comments concerning the aircraft and his name. Periods involving multiple landings will be considered as continuous flight time for this purpose. Members shall call the plane captain to report any discrepancies or deficiencies in the aircraft or the avionics. Writing these up in the aircraft log sheets is important but is not enough.
7. At the termination of each flight, the member should place and secure aircraft in a tie down spot or hangar unless the next member to fly is present in person to take charge of the aircraft. Aircraft must not be taxied straight in to tie-downs where there is an adjacent aircraft parked in the opposite direction. Make sure that all tiedown knots are adequate. Also, members should check to make sure that all air vents are closed, controls are locked, the master switch is off, the fuel selector valve is positioned correctly and the plane is locked. Be certain to leave the interior of the plane in clean condition by emptying ashtrays, removing refuse from the floor, seats and pockets, and removing all personal belongings. Members are reminded: **TREAT THE AIRCRAFT AS YOUR OWN PERSONAL PROPERTY AND MAINTAIN LOW RATES FOR FLYING.**
8. Oil changes shall be performed at regular intervals determined by the maintenance officer and posted in each airplane. The member who is flying an aircraft five (5) tachometer hours or less before the next scheduled oil change shall notify the plane captain of the tachometer reading. In the event an oil change becomes due during an extended cross country flight, the member shall make every effort to have the oil change performed before continuing his journey. Club members will be assessed \$5 for each use of an aircraft that has gone past five tach hours before an oil change is due unless the member has reported it to the plane captain.
9. It is absolutely prohibited to smoke in or near Club aircraft when they are on the ground, taxiing, or during takeoff or landing. Smoking in flight clogs the gyro filters and is also prohibited.

10. Due to excessive engine wear associated with engine cooling and rapid reheating, touch-and-go are discouraged at all airports but are not prohibited for occasional use when traffic makes full-stop and taxi-back for takeoff unreasonable and when runway and approaches are adequate for safety.
11. Each member is responsible for towbars, mikes, earphones, and instrument hoods in the aircraft. If any of these items are missing, this fact should be noted in the log or he may be required to replace the missing items.
12. Cold weather operations: Lycoming recommends that engines not be started without pre-heat if temperatures are below 10° F. even if multi-viscosity oil is used. Continental's cut-off is 20° F. Please follow these recommendations. Although the engine may start below these temperatures, the lack of lubrication will damage the cylinder walls and cause early overhauls. The Club does not pay for pre-heat, deicing, shoveling out, or hangaring of aircraft. After a snowfall, members should bring a shovel and broom with them to dig out the aircraft and sweep it off. While plane captains are supposed to dig out the aircraft, it is not always done. In the winter, leave propellers vertical to prevent ice forming inside the propeller spinner.
13. The oil dipsticks need be tightened only finger tight. Do not overtighten them.
14. Lycoming O-320's, O-360's and IO-360's usually throw quarts 7 and 8, so keep the oil level at 6 qts even for long trips.
15. Members should always put the date of flight on the log sheet. The log sheet data are entered into a computer, and the date is required by the computer's program. The volunteer who feeds the computer will "guesstimate" a date if one is not entered; a member should not assume he has been wrongly billed if the date of flight on the bill differs from that in his logbook.

B. Malfunction Reporting Procedures.

1. Any malfunctions noted concerning Club aircraft, no matter how small or apparently unimportant, should be reported in the log sheets (under comments) and the "Gripe" book provided in each Club aircraft. In addition, such problems should be reported promptly to the Plane Captain and/or Maintenance Officer.
2. A serious malfunction, which in the opinion of a Club member prevents safe flight of a Club aircraft, should be immediately reported to the Plane Captain and/or Maintenance Officer, using an airport telephone. In the event neither of these people can be reached, the member should place a note at a clearly visible location in the aircraft involved; the note saying that the aircraft is grounded until further notice and providing the cause of the grounding action. The member should then promptly inform the Scheduling Service concerning this action and notify others scheduled to fly the aircraft of the action. The member still has the responsibility of notifying the Plane Captain and/or Maintenance Officer as soon as possible.
3. Under no conditions will a Club member, other than a member of the Board or Maintenance Committee, be allowed to authorize maintenance at a local airport. In the event a member experiences aircraft malfunctions making his return to a local airport impractical or impossible, he shall then be authorized to request such repairs deemed necessary to continue his journey in a safe manner. However, if a serious problem arises requiring repairs in excess of \$100 total cost, communication by telephone to any member of the Board or Maintenance Committee must be attempted to determine the proper course of action. Enough information should be given to describe the nature of the malfunction and required repair and the mechanic's name should be given. The cost of the first phone call is paid by the member.

4. The following policy applies in the event an aircraft needs to be retrieved or ferried back to the home airport or an airport where repairs are to be made:
- (a) A volunteer is to be sought who will pay the air fare and all personal expenses (food, lodging, incidental) to go and return the aircraft.
 - (b) If no volunteer is found, the Club will pay the air fare only, but no hotel or meal expenses.
 - (c) The Maintenance Officer is to make the initial decision on reimbursement, with special circumstances being referred to the Board.
 - (d) No airline fare, hotels, meals or other expenses (except fuel, oil, landing or tie-down fees) will be reimbursed to a Club member unless the Maintenance Officer or Board has approved the Club's incurring those expenses, and the member seeking the reimbursement therefore has received approval in writing from the Club before the expenses are incurred.

C. Accidents.

1. In the event of an accident, the involved members should follow the regulations of the FAA for filing reports as discussed Part 1, of the AIRMAN'S INFORMATION MANUAL (AIM). In addition, these members shall notify the Treasurer, President, or other member of the Board concerning the event as promptly as possible. Pilot shall also call the Insurance Company. Call collect if necessary. Except in matters of survival, do not leave the plane unguarded until all removable objects or the entire plane has been secured. The pilot in command is primarily responsible to comply with these requirements.
2. Any member involved in an accident with a Club aircraft which is required by the Club Constitution to be investigated by an accident review board is automatically grounded from further flight of Club aircraft until completion of the investigation and action thereon by the Board of Directors.

D. Payment of Bills

1. Payment of bills received concerning Club debts should be made on or before the 25th of the month. Otherwise, loss of scheduling privileges may result. To pay the bill, members should add up receipts for fuel, oil, and other allowable expenses made for flights covered by the bill. Subtract these payments from the total bill; send payment for this difference plus all of the receipts for which the member is claiming credit to the Assistant Treasurer. Also, the member must supply a stamped, self-addressed business envelope with payment.
2. A penalty of 3% per month will be assessed for any part of a bill which is not paid prior to preparation of the bills for the following month.
3. A penalty of \$1.50 will be charged whenever the Treasurer or Assistant Treasurer has to address and stamp an envelope for a member's bill due to failure of member to supply a stamped self-addressed envelope for each month's billing.

IV. CROSS-COUNTRY AND STUDENT PILOT REGULATIONS

A. General Cross-Country Regulations

1. All reservations for cross-country flights will be made in accordance with Article II, Section A. of these Rules.
2. Filing of flight plans for all cross-countries in excess of 100 nautical miles is desirable.

B. Additional Regulations for Student Pilots

1. To be covered by Club insurance, a student pilot member must be under the direct supervision of a properly qualified FAA certificated flight instructor. The student pilot member shall inform the Training Officer of the name(s) of the instructor(s) from whom he is receiving instruction. Each solo flight must be specifically approved by a qualified CFI prior to take-off. This approval can be given orally, by telephone, or by logbook endorsement. Approvals can be given for a series of flights so long as they fit in with the instructor's training schedule or syllabus. Approvals, where possible, should be endorsed in the student's logbook. Where oral approvals are given, the student member and the CFI should make a written memorandum of the approval. Club insurance requirements are in addition to FAA requirements for periodic check-outs and logbook endorsements.
2. Student members may not schedule or utilize a Club aircraft solo on an overnight trip.
3. A student pilot shall (1) before his first solo cross-country in a Club aircraft, (2) before his recommendation ride for a private certificate, and (3) whenever his regular instructor deems it desirable, receive dual instruction in the nature of a phase check from a Club member instructor who has not instructed the student (except for these phase checks).

V. VIOLATIONS

A. Penalties for Violation of Club Rules.

1. A violation of any of the Club rules by a member renders him liable to either a temporary flight suspension, a monetary fine, or both, at the discretion of the Board of Directors.
2. Expulsion from the Club will be recommended by the Board in extreme cases of violation, especially in violation of Federal Aviation Regulations. Expulsion proceedings will then take place as outlined in the Constitution.
3. A member violating any of the following FAR's terminates his membership in the Club automatically and without recourse, and the violator FORFEITS ALL MEMBERSHIP FEES:

91.11 USE OF LIQUOR, NARCOTICS, AND DRUGS

Piloting of Club aircraft while under the influence of intoxicating liquor or drugs or permitting any person to be carried as a passenger who is obviously under the influence of intoxicating liquor or drugs is strictly prohibited.

91.13 DROPPING OF OBJECTS

No Club member piloting a Club aircraft shall permit anything to be dropped from the aircraft in flight, which might create a hazard to persons or property.

91.79 MINIMUM SAFE ALTITUDES

"Buzzing" or intentional violation of FAR 91.79(b) or (c) is prohibited.

VI. INSURANCE

A. General Insurance Regulations.

1. In the event the terms and conditions of the Club insurance policy impose other or more stringent requirements than those set forth in these rules, then the requirements of the insurance policy shall govern. The member is responsible for knowing the terms and conditions of the policy and complying with them.
2. Any member whose action or inaction causes the voiding or disclaimer of coverage of Club insurance to any accident or incident and who is found responsible by the Board of Directors for the loss of coverage shall be responsible for all financial damage or loss to Club aircraft and shall indemnify and defend the Club against all claims or lawsuits brought by third persons against the Club unless the insurance company defends.
3. Flights outside the Continental (48 states) United State may raise the hull insurance deductible for both in flight and/or ground coverage. Any member requesting permission of the Board to take Club aircraft outside the 48 states, with the exception of Canada, shall include in his written request the following:

"In the event of any loss or damage to Club aircraft outside the Unites States to which a higher 'in flight' or 'ground' deductible applies, I agree to reimburse the Club (or purchase special insurance at my expense) for the difference between the deductible outside the United States and that within the United States should a claim arise while the aircraft is outside the 48 states, I understand that I am guaranteeing the Club that its exposure under the Club insurance shall not increase by my taking a Club aircraft outside the Continental United States."