

IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

Carlyle Aviation Partners, LLC,  
and Carlyle Aviation Partners, Ltd.,

CASE NO.

Plaintiffs,

v.

American International Group UK Ltd.;  
Axis Specialty Europe SE, Chubb European  
Group SE; Convex Insurance UK Ltd.; Fidelis  
Insurance Bermuda Ltd.; Fidelis Underwriting  
Ltd.; Great Lakes Insurance SE; Global  
Aerospace Underwriting Managers Ltd.; HDI  
Global Specialty; HDI Global Specialty SE UK;  
HDI Global Specialty SE Sweden; Hive Aero Ltd.;  
Berkshire Hathaway International Insurance Ltd.;  
Houston Casualty Company; Mapfre Espana  
Compania de Seguros y Reaseguros S.A.; Mitsui  
Sumitomo Insurance Company (Europe) Ltd.; Swiss  
Re International SE; Lloyd's Airline Hull War &  
Allied Perils Consortium 9381; and Underwriters At  
Lloyd's London Known As Syndicates AUW 609,  
TAL 1183, APL 1969, HIG 1221, CSL 1084, ACS  
1856, FDY 435, KLN 510, TMK 1880, AFB 2623,  
AFB 623, AAL 2012, DUW 1729, LRE 3010,  
MMX 2010, LIB 4472, IGO 1301 and CVS 1919.

**JURY TRIAL DEMANDED**

Defendants.

\_\_\_\_\_ /

**COMPLAINT**

Plaintiffs Carlyle Aviation Partners LLC and Carlyle Aviation Partners Ltd., (collectively the "Carlyle Plaintiffs") file this action against Defendants American International Group UK Limited, AXIS Specialty Europe SE, Chubb European Group SE, Convex Insurance UK Limited,

Fidelis Insurance Bermuda Limited, Fidelis Underwriting Limited, Great Lakes Insurance SE, Global Aerospace Underwriting Managers Limited, HDI Global Specialty SE, HDI Global Specialty SE UK, HDI Global Specialty SE Sweden, Hive Aero Limited, Berkshire Hathaway International Insurance Limited, Houston Casualty Company, Mapfre Espana Compania de Seguros y Reaseguros S.A., Mitsui Sumitomo Insurance Company (Europe) Limited, Swiss Re International SE, Lloyd's Airline Hull War & Allied Perils Consortium 9381, and certain Underwriters at Lloyd's London subscribing to Policy Number 801/10805A21, known as Syndicates AUW 609, TAL 1183, APL 1969, HIG 1221, CSL 1084, ACS 1856, FDY 435, KLN 510, TMK 1880, AFB 2623, AFB 623, AAL 2012, DUW 1729, LRE 3010, MMX 2010, LIB 4472, IGO 1301 and CVS 1919, and in support state the following:

### **INTRODUCTION**

1. Plaintiff Carlyle Aviation Partners Ltd. ("CAP Ltd.") is a Bermuda company and an affiliate of CAP LLC that also participates in the investment in and management of commercial aircraft and engines.

2. Plaintiff Carlyle Aviation Partners LLC ("CAP LLC") is limited liability company organized under the laws of Florida and a wholly owned subsidiary of CAP Ltd. CAP LLC's principal place of business is Miami, Florida.

3. To protect against various risks—including the risk of loss or damage to aircraft in the Carlyle Plaintiffs' portfolio, and risks of war and related perils—the Carlyle Plaintiffs purchased an aviation insurance policy with policy number 801/10805A21 (the "Policy") for the coverage period of November 1, 2021, to October 31, 2022. The named insureds on the Policy are

CAP LLC and “all affiliated, associated, subsidiary, managed and joint-venture companies and partnerships[.]”<sup>1</sup> See Policy at 1.

4. The Policy was issued and underwritten by the Defendants named herein.

5. The Policy is a bilateral contract: CAP LLC agreed to pay quarterly premiums to Defendants, in exchange for Defendants’ promises of coverage for certain losses.

6. The Policy expressly provides that its terms “shall be governed by and construed in accordance with the laws of the State of Florida” and that the Defendants agree to submit to jurisdiction in Florida as to any dispute arising under the Policy.

7. The Policy insures a fleet of aircraft listed on a schedule incorporated into the Policy by reference, and which include, but are not limited to, the twenty-three aircraft that are the subject of this case.

8. The Policy provides the Insureds with several different types of coverage, including: “Aircraft Hull” coverage, “Spares and Equipment” coverage, “Aircraft Hull, Spares and Equipment War and Allied Perils” coverage (hereinafter “War coverage”), “Aviation Liability” coverage, and “Personal Accident” coverage.

9. As to the Policy’s Aircraft Hull and War coverages, the Policy specifically provides both “Contingent” and “Possessed” coverage. See Policy at 9, 15.

10. Generally speaking, “Contingent” coverage applies where there is loss of or damage sustained by a covered aircraft that is not in the care, custody or control of the insureds, and although coverage is required to be provided by the lessees’ insurance policy, the insureds are not indemnified in whole or in part. See, e.g., Policy at 9.

---

<sup>1</sup> The Policy is attached to this Complaint as Exhibit “A.” Hereinafter, any page references to the Policy will be in reference to the page numbers at the bottom of each page of the Policy.

11. Generally speaking, “Possessed” coverage applies where there is loss of or damage sustained by a covered aircraft that (a) is in the care, custody or control of the insureds, (b) is awaiting the commencement of a lease, (c) has been returned after the term of a lease, or (d) has been repossessed or is in the course of repossession. *See id.*

12. As of February 2022, and as part of their normal business, the Carlyle Plaintiffs, their affiliates and their investors managed and invested in a global fleet of aircraft, many of which were leased to airlines around the world. As relevant here, twenty-three of these aircraft were leased to several Russian airlines. All twenty-three of these aircraft are insured pursuant to the Policy.

13. Shortly after the beginning of military hostilities between Russia and Ukraine on February 24, 2022, the Carlyle Plaintiffs promptly began to seek relocation of the twenty-three aircraft, terminate the leasing as to the twenty-three aircraft, repossess the aircraft, and otherwise take all reasonable steps to protect, preserve, and recover these insured assets. The Defendants to this action were notified of these efforts by February 26, at the latest.

14. Despite these efforts, as of the time of filing of this Complaint, the Carlyle Plaintiffs have been unable to take possession of any of their twenty-three aircraft. Since late February, contrary to the Carlyle Plaintiffs’ express instructions, legal rights, and diligent relocation and repossession efforts, the aircraft have been seized, restrained and stranded mostly in Russia, including at the direction of and pursuant to the policies of the Russian Government and/or the Egyptian authorities. As a result, the Carlyle Plaintiffs have suffered a loss of these aircraft which is covered by one or more promises of coverage under the Policy.

15. Accordingly, the Carlyle Plaintiffs timely provided notice to Defendants of the events giving rise to their covered losses. Among other things, the Plaintiffs provided notice of

these events on March 7, 2022, and subsequently provided detailed updates, including on May 9, 2022. The Defendants did not timely accept the Carlyle Plaintiffs' claims.

16. The aircraft with serial number 28215 was transported from Russia to Egypt and remained detained and restrained there for months beyond the control, care and possession of the Carlyle Plaintiffs. Given the Defendants' unreasonable position that the Carlyle Plaintiffs' losses of aircraft in Russia are somehow not clearly covered by the Policy, the Carlyle Plaintiffs gave further notice on July 11 that, as a result of the actions of the Egyptian authorities, they had suffered a loss of that aircraft that is covered by one or more promises of coverage under the Policy.

17. The Carlyle Plaintiffs duly complied with their obligations under the Policy by, among other things, paying the requisite premiums, providing timely notice of their losses and claims and duly engaging as reasonably appropriate with the lessees, government authorities, and others to attempt recovery of the aircraft. However, to date, the Defendants have failed to hold up their end of the bargain. In blatant breach of their contractual obligations, and *months* after the Carlyle Plaintiffs first notified Defendants of their covered losses, Defendants have failed to provide coverage for these losses. Upon information and belief, Defendants have no intention to recognize the claims not only of the Carlyle Plaintiffs, but also of other insureds making valid claims of coverage in relation to aircraft located in Russia.

#### **THE PARTIES**

18. Plaintiff CAP LLC is a Florida limited liability company organized to do business and doing business in Miami, Florida.

19. Plaintiff CAP Ltd. is a company organized under the laws of Bermuda, with its principal place of business in Bermuda.

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.