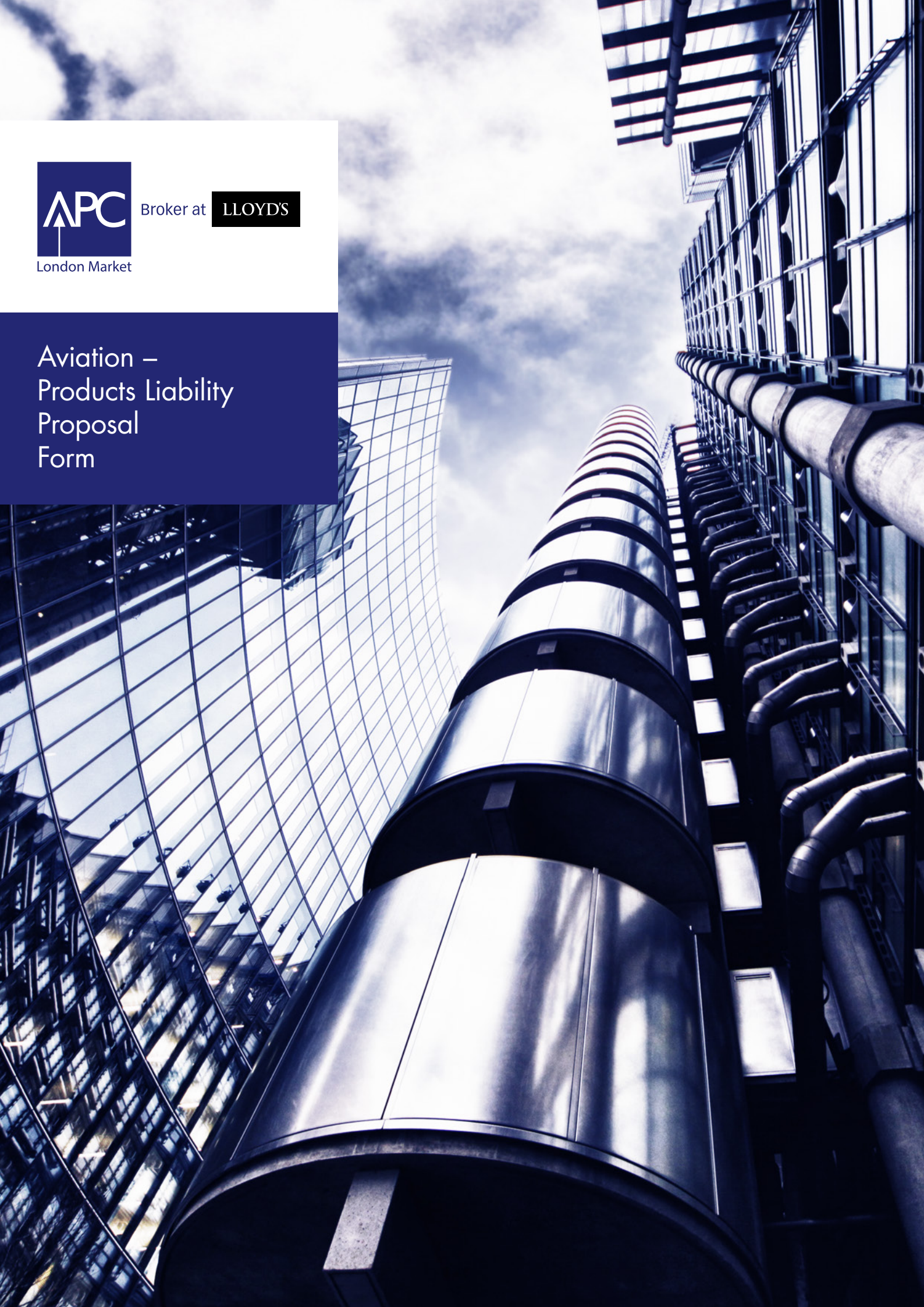




Broker at **LLOYD'S**

Aviation – Products Liability Proposal Form



Aviation Products Liability Proposal Form

It is your duty to make a fair presentation of the risk and to disclose all material circumstances. Before completing this risk questionnaire, please read the section entitled "Your legal duty to disclose information to us and insurance companies" on the last page of this document.

1. Proposer Details:

| |
|---------------|
| Company Name: |
| Address: |
| |
| Postcode: |

2. Name(s) and address(es) of all subsidiary companies to be insured:

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3. Website Address:

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| Website address: |
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Products:

4. Gross sales of aviation products (£ 000s) (if other currency, please state)

ESTIMATED FOR

| Product end use | Estimate for Current Policy Year | Actual for Current Policy Year | Estimate for Next Policy Year | % Sales to USA & Canada |
|--|----------------------------------|--------------------------------|-------------------------------|-------------------------|
| Current civilian production aircraft | | | | % |
| All other civilian aircraft | | | | % |
| Military aircraft for H.M. Government (UK) | | | | % |
| All other military aircraft | | | | % |
| Space Shuttle | | | | % |
| Commercial spacecraft | | | | % |
| Military spacecraft for H.M. Government (UK) | | | | % |
| Other military spacecraft | | | | % |
| TOTALS: | | | | % |

5. Describe all aircraft products, including containers therefor, designed, manufactured, assembled or distributed by proposer and all firms listed in Question 2.

6. Please attach copies of all current aircraft & spacecraft products sales brochures Yes No

7. List all aircraft and spacecraft to which your product(s) are fitted. Describe product function in each.

8 Has any aircraft or spacecraft product ever been subject to:

- | | | |
|---|------------------------------|-----------------------------|
| a) Manufacturer's Factory Service Bulletin or Advisory? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) Airworthiness Directive(s)? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) Emergency Airworthiness Directive(s) | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) Grounding? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (e) Recall by | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (i) any applicant? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (ii) any other firm? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (iii) any governmental agency? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Describe fully, on a separate sheet, any "Yes" answer above.

9. Does your company have or is your company working towards ISO 9001/2 accreditation? Yes No

Please describe status, where applicable

10. Does your company have a products integrity programme in place? Yes No

Please describe

11. List all products' claims & groundings for past 10 years. (please state currency)

| Date of loss | Description of claim | Settlement amount | Defence Costs | Outstanding Reserves |
|--------------|----------------------|-------------------|---------------|----------------------|
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12. Have there been any other incidents in past 10 years which could result in claim? Yes No
Please provide further details, where applicable

13. Has any products liability insurance been cancelled, refused or non-renewed? Yes No
Please provide further details, where applicable

14. Current insurance:

Name of insurance company:

Expiration date of policy:

15. Limits of indemnity required: (please state required currency)

(a) Products Liability (aggregate)

(b) With Grounding Liability, limited (aggregate included)

Working Parties Legal Liability

16. Do any of your employees go away from your premises to work on or around aircraft? Yes No

17. If "Yes" to 16 above, is applicant insured for liability arising out of his work? Yes No

18. If you require a quotation to insure this liability, please supply the following details:

(a) Number of employees so involved

(b) Approximate number of visits per year

(c) Type(s) of work involved

(d) Type(s) of aircraft worked on

(e) Number & types of vehicles involved

19. List all working parties' claims, or incidents which could give rise to a claim, in past 5 years. (please state currency)

| Date of loss | Description of claim | Amount of claim including all expenses | Outstanding Reserves |
|--------------|----------------------|--|----------------------|
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20. Limit of indemnity required for each occurrence

Non-Owned Aircraft Liability

21. Does applicant charter, rent or hire aircraft? Yes No

22. If "Yes" to 21 above, is applicant currently insured for Non-owned Aircraft Liability? Yes No

(a) If "Yes", to what limit?

(b) Does applicant require coverage in excess of the above limit? Yes No

23. If applicant required quotation to insure this liability, please supply the following details:

(a) Type(s) of aircraft/helicopters used

(b) Estimated number of hours used per year

(c) Maximum seating capacity required

(d) Area(s) of operation

e) What will aircraft be used for?

(f) Is your company named as an additional Insured under the operators policy? Yes No

(g) List names of aircraft operators and limits of liability purchased

24. List all non-owned aircraft claims or incidents in past 5 years. (please state currency)

| Date of loss | Description of claim | Amount of claim including all expenses | Outstanding Reserves |
|--------------|----------------------|--|----------------------|
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25. Limit of indemnity required for each occurrence

Aviation Premises or Hangarkeepers Liability

26. Does applicant own or occupy any airport premises:

Yes

No

If "Yes" to above, please list airport name(s)

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27. List all buildings, hangars, ramps and all other premises to be insured.

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28. Applicant occupies:

all

part of premises

and is:

owner

tenant

general lessee of premises

29. List all vehicles and mobile equipment, such as aircraft tugs and fuel trucks, used on the airport premises.

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30. Does applicant ever have non-owned aircraft in his care, custody or control at applicant's premises?

Yes

No

31. If "Yes" to above, please provide the following details:

| | | |
|--------------------------------|-----------------------|---------------|
| Average value any one aircraft | | Average Total |
| Maximum value any one aircraft | | Maximum Total |
| Maximum value | (i) in any one hangar | |
| | (ii) tied out | |

32. List all aviation premises & hangarkeepers' claims for past 5 years. (please state currency)

| Date of loss | Description of claim | Amount of claim including all expenses | Outstanding Reserves |
|--------------|----------------------|--|----------------------|
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33. Limit of indemnity required for each occurrence

But, subject to a Deductible for each loss as respects loss or damage to Aircraft of

Declaration

I declare that the statements and particulars in this proposal are true and that no material facts have been mis-stated or suppressed after enquiry. I agree that this proposal, together with any other information supplied shall form the basis of any contract of insurance effected thereon. I undertake to inform the Insurers of any material alteration to those facts occurring before the completion of the contract of insurance.

A material fact is one which would influence the acceptance or assessment of the risk.

For and on behalf of all Insureds:

Signed:

Title:
(to be signed by a director of the Company)

Company:

Date:

Insurance to commence at 00.01 on

at the Applicant's address listed in (1) above and end

both days inclusive.

Your legal duty to disclose information to us and insurance companies

You must be aware of the duty of fair presentation, which is the duty of disclosure in relation to insurance, and the potentially severe consequences of its breach.

The duty of fair presentation under the laws of England and Wales, Scotland and Northern Ireland is a duty to provide to the insurers:

- disclosure of every material circumstance which the insured knows or ought to know, or
- failing that, disclosure which gives the insurers sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purposes of revealing those material circumstances

in a manner which would be reasonably clear and accessible to a prudent insurer. This means that careful thought must be given to the manner in which information is presented.

A material circumstance is one which would influence the judgment of a prudent insurer (not necessarily the insurers in question) in determining whether to take the risk and, if so, on what terms. Examples of such circumstances could be the detail of any past aviation claims or accidents that you or other pilots who will be covered by this policy have been involved in, regardless of whether or not a claim was made i.e. accidental third party property damage, which you may have decided to pay for yourself, instead of making a claim. Please note that these examples are for illustrative purposes only and are by no means exhaustive or conclusive.

It is important to understand who in your business has “knowledge” for the purposes of this duty:

- If you are an individual, you will be presumed to know what you actually know and what is known by the individuals responsible for your insurance (such as your broker);
- If you are a corporate entity, you will be presumed to know what is known by the business’ “senior management” and the individuals responsible for its insurance (such as your risk management team and your broker).

We will seek to agree with insurers in advance of any placement whose “knowledge” counts for the purposes of the duty, and will in any event provide you with guidance on this.

Please note that you will be treated as knowing:

- material circumstances of which you (or the relevant persons identified above) have actual knowledge;
- material circumstances which you suspect but you have deliberately refrained from confirming or enquiring about; and
- material circumstances about which you ought to know (i.e. circumstances which should reasonably have been revealed by a reasonable search of information available to you).

This means that in some circumstances the responsible individuals will be required to make enquiries, and the information (and therefore the scope of those enquiries) may not necessarily be limited to that held by the business. We will provide advice and guidance on the nature and extent of searches that may be required to comply with the duty.

The duty of fair presentation continues up until the insurance has been concluded and ‘resurrects’ in the event of any amendment to the risk during the policy period or extension/renewal. It may also be that the terms of the policy include specific ongoing disclosure conditions or conditions which effectively extend certain disclosure obligations post inception of the policy.

In completing a risk questionnaire or claim form or any other material document relating to an insurance policy and in providing information to or for insurers, the accuracy and completeness of all answers, statements and/or information is the policyholder’s own responsibility and it is of paramount importance that all relevant information is provided and that it is accurate. Should you so require, you may request that we assist you by providing examples of matters which ought to be disclosed as being material or arguably material circumstances, in general terms, or specific to your risk from the knowledge we gain from working with you to understand your risk.

In the event that there is a breach of the duty of fair presentation, the insurers are generally limited to “proportionate remedies”, linked to what they would have done if the risk had been fairly presented. This may result in the imposition of different terms, or the proportionate reduction of claims where a higher premium would have been charged. In circumstances where the Insurer would not have entered into the contract on any terms it can avoid the contract and refuse all claims, but must return the premium. If the breach is deliberate or reckless the insurer can avoid the policy, refuse all claims and keep the premium.

The duty of disclosure and the consequences of its breach may vary from that stated above, dependent upon the law(s) of which country is applicable to the insurance. If you have instructed us to place cover governed by the laws of a country other than England, Wales, Scotland or Northern Ireland we recommend that you obtain advice as to your obligations under the relevant law. If you are not sure about which law applies to your chosen policy, please refer to your normal contact.

Thank you for taking your time to complete this risk questionnaire.

The information will be used for insurance purposes only.

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