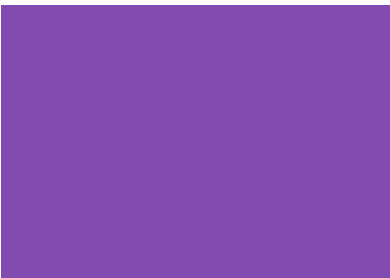


**Airside Liability  
Proposal Form**



## Duty of fair presentation

1. Before this insurance contract is entered into, the Insured must make a fair presentation of the risk to the Insurer, in accordance with Section 3 of the Insurance Act 2015. In summary, the Insured must:
  - a. Disclose to the Insurer every material circumstance which the Insured knows or ought to know. Failing that, the Insured must give the Insurer sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances.

A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
  - b. Make the disclosure in clause (1)(a) above in a reasonably clear and accessible way; and
  - c. Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.
2. For the purposes of clause (1)(a) above, the Insured is expected to know the following:
  - a. If the Insured is an individual, what is known to the individual and anybody who is responsible for arranging his or her insurance.
  - b. If the Insured is not an individual, what is known to anybody who is part of the Insured's senior management; or anybody who is responsible for arranging the Insured's insurance.
  - c. Whether the Insured is an individual or not, what should reasonably have been revealed by a reasonable search of information available to the Insured. The information may be held within the Insured's organisation, or by any third party (including but not limited to subsidiaries, affiliates, the broker, or any other person who will be covered under the insurance). If the Insured is insuring subsidiaries, affiliates or other parties, the Insurer expects that the Insured will have included them in its enquiries, and that the Insured will inform the Insurer if it has not done so. The reasonable search may be conducted by making enquiries or by any other means.

LMA9117 16 March 2016

## Proposal Form

The Proposal Form together with any other information supplied to Insurers must not be misleading or incomplete. If you are aware (having made all due enquiries) of any information not specifically requested in the Proposal Form but which have a material bearing upon the Insurers' decision on whether or not to provide cover to the Insured or the terms upon which such cover would be provided, you must notify the Insurers of it before the contract of insurance is concluded and obtain their specific confirmation that they are happy to proceed. You must inform Insurers of any material alterations or additions to the statements or particulars contained within this Proposal Form, which occur before any contract of insurance based on this proposal is effected.

## Assumptions

I confirm that I have read and agree all the below and confirm that all the information given in respect of this request for insurance is accurate and complete and represents a fair presentation of the risks

### Usage of Information

The information you provide will be used by the insurer to establish if it wants to take the risk and, if so, at what terms.

### Fair Presentation of the Risks

You are required to disclose to the insurer information including material circumstances that fairly present the risks that would be insured should the insurer decide to take those risks.

A fair presentation of the risks means that, in addition to answering any questions asked of you, you must:

- disclose to the insurer every material circumstance which you know or ought to know or, failing that, sufficient information to alert the insurer of the need to make further enquiries, and
- make such disclosure in a reasonably clear and accessible manner, and
- ensure that, in such disclosure, any material representation as to a matter of:
  - fact is substantially correct, and
  - expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the insurer's judgement (as a prudent underwriter) in determining whether to take the risk and, if so, on what terms. If you are in any doubt as to whether a circumstance or representation is material, then you should disclose it.

### Change in Risk Information

The legal obligation of fair presentation applies if there is a change or variation in the risks that would be insured should the insurer decide to insure those risks and, if applicable, after you have accepted the insurer's offer of insurance including the period those risks are insured under the policy.

## Disclosures

You must take care to give accurate and complete information and make a fair presentation of the risks when applying for insurance and, if you purchase the insurance offered, when making changes to it. If the information you have given proves to be inaccurate or incomplete and/or is not a fair presentation of the risks:

Before you accept an offer of insurance, the insurer may:

- Amend the terms of the offer, or
- Withdraw the offer.

After you have accepted an offer of insurance, the insurer may:

- Amend the terms of the insurance contract (policy) which, if applicable, may be applied as if they were in place prior to any claim where that claim was impacted by the inaccurate or incomplete information, or
- If applicable, reduce the amount the insurer pays on a claim in proportion that the premium charged bears to the premium that the insurer would have charged you had the information not been inaccurate or incomplete, or
- Treat the policy as if it had never existed, which means no claims will be paid under it and the premium paid will be returned to you. This will only be done if this insurance would not have been provided if the information given had not been inaccurate or incomplete.

If the insurer establishes that you deliberately or recklessly provided false or misleading information in relation to this insurance:

- Before you accept an offer of insurance, the insurer will treat the offer as if it never existed.
- After you have accepted the offer, the insurer shall treat the policy as if it never existed, which means no claims will be paid under it and the insurer will not return any premium paid

## Broker Details

Broker:

Current Insurer:

Renewal Date:

Deadline Date:

Renewal Premium:

Target Premium:

## Client Details

Company Name (including partners and trading name, where applicable):

Address (including Postcode):

Full Business Description:

What month and year did the business start trading? And if less than five(5) years please provide previous trading experience:

Contract Details

COVER REQUIRED

Contract Start Date

Contract Period

Number of incidents that have, or may result in a claim in respect of activities at airports, vehicle or otherwise, in the last 5 years

Total amount of claims paid and outstanding

State particulars of all incidents that have, or may result in a claim in respect of activities at airports, vehicle or otherwise, in the last 5 years:

What is the Airside GBP or % Split

Do you give any undertaking or indemnity to third parties in connection with work or services at airports other than indemnity in connection with vehicle airside passes? If so, please provide a copy of undertaking/indemnity

Do you have a written contract/disclaimer in connection with work/services at airports? If yes, please provide relevant insurance/indemnity pages. If so, please provide a copy of written contract/disclaimer

What is the Landside GBP or % Split

What is the Terminal GBP or % Split

Estimated Total Contract Value (Turnover)

List of Airports where work is to take place


Work Undertaken

General Business Activity

Type of Contract

Details of work/services to be undertaken at the airports (To appear on the Certificate)


Method of access to the works site

--

Is the site accessible to the general public

--

Do you undertake any work in or on any aircraft

--

Limit of Indemnity required by the Airport(s)

--

Will you be working within 20 meters of any aircraft

--

If working closer than 20 meters of the aircraft, does work include the loading or unloading of cargo and/or baggage?

--

If yes, what is the estimated number of days per annum

--

Does your contract involve cleaning of the Aircraft?

--

Does your contract involve the use of blow lamps, blow torches, flame guns, hot air guns, electric oxy-acetylene or other welding or cutting equipment and angle grinders?

--

What excess do you require (minimum £1,000 PD other than Aircraft which is £10,000 under 50,000kg take-off weight or £25,000 over)

--

Is AVN52G - war and specified perils coverage required

--

If yes, what is your main business

--

## Vehicles

Number of vehicles within a distance of 20 metres away from any aircraft

--

Limit of indemnity required by the airport(s)

--

Number of vehicles, in total

--

Estimated number of days per annum

--

How many require an HGV licence

--

Number of trailers

--

Damage to Aircraft Excess required

--

Number of vehicles greater distance than 20 metres away from any aircraft

Limit of indemnity required by the airport(s)

Number of vehicles, in total

Estimated number of days per annum

How many require an HGV licence

Number of trailers

Damage to Aircraft Excess required


### Existing General Insurance

General Public Liability

Name of Insurer

Does this insurance cover work carried out airside

Third Party Motor

Name of Insurer

Bodily Injury Limit required

Property Damage Limit required

Does this insurance cover use of vehicles airside


### Client History

- Have you ever been declared bankrupt or disqualified from being a company director?
- Have you ever had any paid or outstanding County Court Judgements (s) or Sheriff Court Decree(s)
- Have you or any other person to which this proposal relates, have never been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 2000 either in a personal capacity or as a business?
- Have you ever been the subject of criminal offence (other than minor motoring convictions) or been given an official police caution, professional disciplinary proceedings or enquiries?
- Have you ever had any prosecution, prohibition notice or improvement order placed on them under any Health & Safety Legislation within the last five years?
- Have you ever had any insurance proposal declined, renewal refused, had any special or increased terms applied or had insurance cancelled or avoided by Underwriters?
- Do you perform any activities outside of the UK, Channel Islands, Northern Ireland or Isle of Man?

If you can answer Yes to any of the above, please provide details:

### Declaration

I/We declare and warrant that after enquiry all statements and particulars contained in this Proposal, and supplementary attachments/addenda, are true and that no information whatsoever has been withheld which might increase the risk of the Underwriters or influence the acceptance of this Proposal and should the above particulars alter in any way I/We will advise the Underwriters as soon as possible. I/We understand that failure to disclose any material facts which would be likely to influence the acceptance and assessment of this Proposal may result in Underwriters refusing to provide Indemnity voiding the Policy in every acceptance and assessment of this Proposal may result in the Underwriters refusing to provide Indemnity voiding the Policy in every respect. I/We hereby agree and accept that this Declaration shall be the basis of the contract between both parties in entered into.

Client signature

Dated

Is there any other information we should take into account when assessing this proposal or any other information you need to declare as a material fact which may prejudice the Underwriter's decision to quote?

Please provide details below

**ONCE THIS FORM IS COMPLETED PLEASE RETURN TO INCORPORATED INSURANCE GROUP LTD AT [quotes@iigl.co.uk](mailto:quotes@iigl.co.uk)**