

# Airside Liability



# Proposal Form for Airside Liability

Underwritten by Aviva Insurance Limited

## DISCLOSURE:

**IMPORTANT NOTICE TO THE PROPOSER REGARDING COMPLETION OF THIS PROPOSAL FORM (WHERE APPLICABLE, REQUIRED FOR COMPLETION WITHIN THE MEANING OF THE CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATION ACT 2012) OR SIMILAR REGULATORY REQUIREMENTS)**

### 1) Disclosure and Duty of Fair Presentation

It is your duty to provide a fair presentation of the risk. To meet this duty, you must:

- Disclose all material information that the Insured knows or ought to know or provide us / the insurer with appropriate information to allow for further enquiry.
- This information must be clear and accessible and is not a data dump.
- Information that does not need to be disclosed which:
- Diminishes the risk.
- Information the insurer knows, ought to know or is presumed to know.
- The insurer has waived the right to.

### What is material information?

This is information that will influence the judgement of a prudent insurer when assessing the risk and on what basis terms will be offered (if offered at all).

Any material change must be disclosed to the Insurer. A material change is any information which may alter the judgement of an Insurer that has not previously been disclosed as a material fact.

### Should you breach the duty of fair presentation:

Deliberate or Reckless – The Insurer May:	Any other Breach – The Insurers May:
Avoid the policy	If insurer would not have entered the contract the claim may be refused and premiums returned.
Refuse to pay any claims	If the insurer would have entered the contract on different terms without additional premium the contract will be treated as if on those terms.
Retain any premium paid <sup>11</sup>	If an additional premium would have been charged, the insurer may reduce proportionately any claim paid. <sup>12</sup>

<sup>11</sup> AXA XL will enforce these remedies. However, there may be cases where the remedy is limited by contract to the insured who makes the breach and does not affect the cover of others insured on this policy

<sup>12</sup> AXA XL will use the first two remedies where appropriate. However, on the proportionate reduction of a claim we are prepared to consider payment of an appropriate additional premium as an alternative remedy.

The duty of fair representation continues after the dispatch of the completed proposal form, and any supplementary questionnaire if provided for completion, up until the time and date when a contract of insurance is entered into by the Insured. Accordingly, further or additional information or documentation which may affect anything already stated in or supplied with this proposal form, and any supplementary questionnaire if provided for completion, should be notified to the Insurer as soon as possible.

The authorised individual completing this proposal form, and any supplementary questionnaire if provided for completion, should make full and proper enquiry of all relevant parties within the proposer(s) named overleaf in relation to the answers given and all information and/or documentation supplied with or in relation to any question raised in this proposal form or any supplementary questionnaire.

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## 2) Presentation

This proposal form must be completed by an authorised individual; a partner, principal, director or member of the proposer.

All questions must be answered. If there is insufficient space to provide answers, additional information should be provided on the proposer's letter-headed paper.

Where available, brochures, standard contract conditions, agreements and letters of appointment should be provided. Where details of the proposer's web address have been provided any information contained within or linked to it is deemed not to have been provided unless such information is specifically supplied to the Insurer in written form.

Failure to present the Insurer with information in a reasonably clear and accessible manner may adversely influence the ability of the Insurer to offer terms.

## 3) Guidance

If in doubt as to the meaning of any question contained within this proposal form or the issues raised in Disclosure and/ or Presentation, advice should be sought from the proposer's insurance advisor in the first instance.

## 4) Fair Processing Notice

This Privacy Notice describes how XL Insurance Company SE, Catlin Underwriting Agencies Limited (in respect of Lloyd's Syndicates 2003, 3002 and 2088) and XL Catlin Insurance Company UK Limited (together, "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [legalcompliance@axaxl.com](mailto:legalcompliance@axaxl.com)

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>

**Please send your proposal form to [info@ssr.co.uk](mailto:info@ssr.co.uk)**

If you need any assistance, please speak to our team on **0117 9 300 100**.

In completing this Proposal Form it is very important that you disclose fully & accurately all material facts, as failure to do so may result in this insurance being declared void.

Material facts are those which may effect an Insurers assessment of the risk to be insured. If you have any doubt as to whether something is a material fact you should provide full details on this proposal form.

**IMPORTANT: PLEASE ANSWER EACH OF THE FOLLOWING QUESTIONS IN FULL AND WHERE APPLICABLE TICK THE APPROPRIATE BOX**

## A: GENERAL INFORMATION OF THE INSURED

**Company Name:**

**Business Description:**

**Address**

**Postcode** (Must be provided)

**Telephone**

**Email**

**Website**

**Date established** DD MM YYYY

## B: COVER INFORMATION

**Period of Insurance Required:** From: DD MM YYYY Until: DD MM YYYY

**Cover Required:**

Public Liability Yes No Limit of Indemnity Required (Specify GBP/EUR)

Products Liability Yes No Limit of Indemnity Required (Specify GBP/EUR)

**Number of years the insured has been trading:**

**Please specify the Trade or Business the insured is carrying out Airside:**

**What percentage of works are carried out Airside:**

**What is the total turnover of the business:**

**Does the insured have any claims, losses or incidents that may give rise to a claim in the last 5 years?** Yes No

If Yes, please provide details:

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**Is an indemnity / hold harmless agreement given to the airport authority or any other local authority?**

**Yes**

**No**

If **Yes**, please provide details and attach a copy:

**Please list all airports being worked in:**

**What limit of liability is in effect for the public liability insurance currently brought by the airport authority?**

**Limit of Liability Required:** (Please specify in either GBP or EUR)

If **Yes**, please provide details and attach a copy:

**Is the contractor named as an additional insured under the airport liability insurance policy?**

**Yes**

**No**

If **Yes**, please provide details and attach a copy:

## C: FURTHER INFORMATION

**Does the insured have access to aircraft?**

**Yes**

**No**

If **Yes**, please provide details, including the distance of operation / use of vehicles airside from Aircraft in metres. (More or less than 20m):

## D: VEHICLES ON SITE

**Are Vehicles used Airside?** **Yes** **No**

If **Yes**, please specify the number of vehicles used along with purpose of use:

If no vehicles; please specify the Number of Personnel on site at any one time:

How many Airside visits are carried out per year?

## E: WAR WRITEBACK

**Is War Writeback required (AVN 52)?** **Yes** **No**

If no vehicles; please specify the Number of Personnel on site at any one time:

**Is War Writeback required (AVN 52)?** **Yes** **No**

## F: CONTRACTORS WORK

**Is the contractor working on:** (Please provide details below to any answered yes):

**Runway/Taxiway Resurfacing** **Yes** **No**

**Lighting of Runway / Taxiway** **Yes** **No**

**Navigational Aids** **Yes** **No**

**Hangar Construction** **Yes** **No**

**Buildings Construction** **Yes** **No**

**Demolition of Existing Structures** **Yes** **No**

**Passenger Terminal Building** **Yes** **No**

Please provide a brief description of these works along with estimated contract value / turnover:

## G: DECLARATION

I/we declare that I/we have made a fair presentation of the risk, by disclosing all material matters which I/we know or ought to know or, failing that, by giving you, the insurer, sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances.

I/We will tell you, the insurer, if any of the information on this proposal form changes during the period of insurance and I/we understand that if any of the information is not true, or becomes untrue, I/we may not have insurance cover or other remedies under the insurance policy to which this proposal form relates.

**THIS PROPOSAL MUST BE SIGNED BY AN AUTHORISED REPRESENTATIVE OF THE COMPANY SUCH AS PARTNER, DIRECTOR OR COMPANY SECRETARY.**

It is hereby agreed that the Insurer is authorised to make any investigation and inquiry in connection with this proposal that it deems necessary.

The proposer and the Insurer are entitled to choose the law that will govern this contract of insurance.

The Insurer proposes English law and this will apply unless otherwise agreed.

**Name in capitals**

**Signed**

**Position**

**Date**

**Please send your proposal form to [info@ssr.co.uk](mailto:info@ssr.co.uk)**

If you need any assistance, please speak to our team on **0117 9 300 100**.

**SSR**  **Sutton  
Specialist  
Risks**