



Air Show Insurance



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.

About the Air Show

Names of Insured:

Name of organisation to be insured (if different from above):

Additional Named Insureds:

Address of Insured:

Postcode: Tel:

Fax: Email:

Contact Name:

Name of event: Location of event:

Date(s) and times of the event:

Are you a member of any airshow council/governing body or the like? (please state):

For how many years have you been organising this event?

Do you organise any others? (please provide details):

What are the responsibilities of the organiser?

What liability limit do you require under the Air Show insurance?

Is Aviation coverage required pre/post event?

(additional days where there is no public attendance – for example practice days, setting up days, additional days for arrivals and departures).

Provide details of the flight participants

(name/aircraft flown/type of display/ flight time and frequency) including details of any public pleasure-flights.

What liability limits are they required to carry?

Are you indemnified/held harmless by them? yes no

Are you included under their aircraft liability insurance as an additional insured with a waiver of subrogation in your favour under their Hull insurance?

yes no

Are any activities/duties undertaken by others/sub-contracted to others? -

for example Security , ATC, spectator control, car parking supervision/provision of spectator infrastructure (grandstands). If so provide details including the contractual position with such parties (liability/indemnity/insurance).

What are your security arrangements?

What are your parking arrangements?

Are any such parties to be covered under the Air Show policy? If yes please provide details.

As appropriate provide the same information for any ground/static displays and exhibitors (aircraft and others), and any concessionaires (for example fun-fair, food/drink/promotional stands)

Estimated daily attendance, with splits for each day/once.

What is the proximity of spectators to the runway and what barriers are in place between spectator area and runway?

How many and what type of vehicles will be operated at the air show?

Provide a split between official vehicles and others.

Will the airport be closed to other aircraft traffic during the period of the air show?

yes

no

If appropriate are NOTAMS issued?

Provide details of the infrastructure you have in place for spectator viewing (for example grandstands/seating capacity/dimensions).

Provide details of any products sold at the event and identify the seller (yourselves/ concessionaire/specify any other).

If any pyrotechnics or explosive are used please provide the following information:

Type used

In what way?

Name of pyrotechnic contractor to be used?

Do they indemnity you / hold you harmless?

What insurance do they carry and are you protected as an additional insured?

What is your anticipated total revenue from this event.

Have there been any accidents at any air show events you have organized in the past 5 years?
Please provide full details.

Was any loss recovered under your air show insurance? Please provide details

Your insurance quotation is based on the information you have given us. If any of the information you have provided above changes either prior to inception or during the policy period you must notify us immediately. Updating and/or changing information will not automatically result in a change to your policy cover or the cost of insurance, but failure to notify us may invalidate your policy.

Signed:

Date:

Name:

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.

Your Data Matters

We know how important data privacy is to you and we want to make sure you are clear on why and how we collect, handle, store and transfer personal data; what your rights are and how they can be exercised.

With the introduction of the Europe-wide General Data Protection Regulation (GDPR) and the UK Data Protection Act in May 2018, we have reviewed what information we process and how we process such information so you can be confident that we’re processing information appropriately and securely.

You can view our full privacy policy at www.jltspecialty.com/your-data or request a copy by writing to us at Hayward Aviation, The St Botolph Building, 138 Houndsditch, London EC3A 7AW.

Thank you for taking your time to complete this risk questionnaire.
The information will be used for insurance purposes only.



HAYWARD AVIATION IS A TRADING NAME OF JLT SPECIALTY LIMITED
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