



# Aircraft Insurance (Commercial)



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 You

Name:	
Address:	
Postcode:	Tel:
Mob:	Email:

## Your Aircraft

Aircraft make and model (including if fixed gear or retractable)	Registration & year of manufacture	Aircraft value	Maximum number of passenger seats	Estimated utilisation (hours per annum per aircraft)

## Pilot Information Please provide details for all pilots who will fly the aircraft(s)

Name	Date of birth	Total flying hours	Total fixed wing piston flying hours	Total hours on similar type of aircraft i.e tailwheel/ tricycle etc	Total flying hours on model of aircraft to be insured	Total hours in the last 12 months	Licence/ratings/ endorsements and date(s) obtained
Please advise the name of the pilot with the lowest aerobatic hours (if applicable):							
Please state the total aerobatic hours for this pilot:							

**Uses** Please describe exactly what the aircraft will be used for:

Private		Continuation Training of named pilots		Commercial Passenger Carriage	
Rental (any pilot)		Ab Initio Instruction		Club	
Rental (to named pilots)		Air Displays		Please list any other uses not stated:	
Aerial Photography Please advise if under 1,000Ft above ground level		Aerobatics Please advise if under 1,500Ft above ground level			

### Aircraft Liability

Do you require a limit of liability greater than the limits set out in EC785/2004:	
If yes, please state limit of liability required:	£

### Important Additional Information about the Aircraft

Where is/are the aircraft based:	
Is the aircraft hangared?	
Is there any finance on the aircraft:	
If yes, please provide the name of the Finance Company for each aircraft:	

Details of any losses / claims within the last 5 years of the Insured or any pilot insured to fly the above aircraft:

Please advise: date of loss, registration, aircraft value, total amount paid (split between damage to aircraft and liability)

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Has the Insured ever had any aviation insurance declined, cancelled or had any special terms imposed?:

If yes, please provide details:

Existing Insurers:

Current Renewal Date:

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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](http://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.

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The information will be used for insurance purposes only.



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