



Non-Owned Aircraft Liability Proposal Form

IMPORTANT NOTICES

Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- Reduce the risk we insure you for; or
- Is common knowledge; or
- We know or should know as an insurer; or
- We waive your duty to tell us about.

If you do not tell us something: If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

If you are not sure whether something is relevant, it's advisable that you inform us anyway.

Don't Prevent Our Right of Recovery

This policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

Insufficient Space in this Proposal Form

If there is insufficient space in this proposal form for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

Sanctions

We are bound by legislation which over-rides the policy when it involves any individual, organisation and/or country listed in a sanctions list as generated by Australia, United States of America (USA), European Union (EU), and United Kingdom (UK). Consequently, all your operations are required to comply with all applicable sanctions legislation.

Reasonable Care

You are required to ensure that all your operations comply with the manufacturers' and regulatory recommendations and guidelines including (but not limited to) full compliance with any air navigation orders.

You must take reasonable precautions to prevent injury and/or damage to third party property, prevent the manufacture and/or sale and/or supply of defective products, comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property. The same requirement applies to all your workers, servants and agents.

Privacy Notice

We are bound by the Privacy Act and its associated Australian Privacy Principals (APPs) when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

Sydney

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Sterling Insurance Pty Limited

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THE INSURED

a) Full name/s of proposed Insured including subsidiaries:

Name of Insured

AU: A.B.N. # | NZ: GST #

b) Postal address:

c) Website address:

PERIOD OF INSURANCE

From: / / To: / /

NON-OWNED AIRCRAFT DETAILS

a) Estimated number of hours flown:

Fixed Wing		Rotary Wing	
Past 12 months	Next 12 months	Past 12 months	Next 12 months

b) Seating Capacity: Average: Maximum:

c) Principal location of operation (base):

d) Principal Operators you hire/charter from:

e) Provide details of aircraft operators claims experience past 5 years.

f) Aircraft types hired/chartered:

Fixed Wing Make and Models

Rotary Wing Make and Models

g) For what purpose do you hire/charter?

h) Detail additional Airwork uses and estimated annual utilisation in hours:

i) Do you assume any liability under contract: YES NO
(If yes please attach copies of the contracts)

- j) Do any pilots employed by you operate hired/chartered aircraft? YES NO
 If the pilots are your employees, please complete the following table:

Name	DOB	License Type	Experience with proposed (hours) operation	Total Flying Hours (RW or FW)	Total hours on Make & Model

- k) Has any pilot/s named above ever:
- i. Had their license suspended or cancelled, or YES NO
 - ii. Been convicted of a breach of Air Navigation safety regulations; or YES NO
 - iii. Been found to have contravened Air Navigation safety regulations? YES NO
- If yes, please provide the following details.

Pilot Name	Date	Details

- l) Has any pilot/s named above been involved in any aircraft loss/accident/claim/violation in the past 5 years? YES NO
 If yes, please provide the following details & ensure that all insured & uninsured matters are detailed.

Pilot Name	Date	Total Amount of Loss	Details
		\$	
		\$	

- m) Do you store or undertake any maintenance on third party aircraft? YES NO
- n) Are you named as an additional insured with waiver of subrogation rights on the Aircraft primary insurance policy? YES NO
 Please provide a copy of the Certificate of Insurance to confirm if so
- o) Limit required Hull \$ Liability \$
- p) Currency AUD USD NZD
- q) Aviation business description:

CLAIMS/LOSS EXPERIENCE, INSURANCE & OTHER HISTORY

- a) Has the Insured or the Operator had any claims &/or uninsured losses, &/or incidents which could lead to a claim? YES NO

If "YES", please complete the table below.

Date of Loss	Details of the claim/loss or circumstance (incl. the cause, the activity)	Who was this connected to? (Please select)	Total Amount of Loss (i.e. Amount Paid <u>and</u> Outstanding)
/ /		Insured Operator Both	\$
/ /		Insured Operator Both	\$
/ /		Insured Operator Both	\$

- b) After investigation have you ever had any:
- | | | |
|---|-----|----|
| 1. Insurance declined or cancelled? | YES | NO |
| 2. Renewal refused? | YES | NO |
| 3. Claims denied for this class of insurance? | YES | NO |
| 4. Criminal charges &/or convictions? | YES | NO |
| 5. Insurance policy cancelled for premium non-payment. | YES | NO |
| 6. Financial trouble resulting in an administrator being appointed & or being declared bankrupt? | YES | NO |
| 7. Has there been any prosecutions brought by the Civil Aviation Authority (or equivalent) in respect of any pilot or Insured hereon? | YES | NO |

If "YES" to any of the above, please provide full details:

- c) Have you or any Operator declared hereon, ever been convicted of a breach of Air Navigation safety regulations? YES NO

If yes, please provide full details

DECLARATION

I/We

- a) declare that:
 - i. I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
 - ii. the answers and information given by me/us in this Proposal are true and correct in all respects;
 - iii. no information has been withheld that would affect the underwriter's decision to accept this Proposal;
 - iv. where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- b) authorise the Underwriters to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.
- c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Policy and not necessarily what I have elected on this Proposal.
- d) acknowledge that the underwriters & their agents reserve the right to decline this Proposal.
- e) acknowledge that this policy and Underwriters are bound by any sanctions list (including associated legislation) generated in Australia, US, EU and/or UK.

Proposer's Signature:

Date: / /

Proposer's Title: