



Aviation Products 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:

- Reduces 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, New Zealand (NZ), United States of America (USA), European Union (EU), United Kingdom (UK), and United Nations (UN). All your operations are required to comply with all applicable sanctions legislation.

Reasonable Care

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

ABN: 12 084 296 168, AFSL: 237880

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PO Box R753 Royal Exchange, NSW, 1225

THE INSURED

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

Name of Insured	Location of Registration	Australia ABN# or New Zealand GST#
	Australia New Zealand Other	

b) Postal address:

c) Website Address:

PERIOD OF INSURANCE

From: / / To: / /

DETAILS OF YOUR BUSINESS ACTIVITIES

a) Please complete the following table in respect of your gross estimated sales of all Aviation products:

Currency	AUD		NZD		USD			
	Current year				Next 12 Months			
	Original Estimate		Actuals		Estimate Excl USA & Canada		Estimate USA & Canada only	
Product Purpose or End-use	Parts	Labour	Parts	Labour	Parts	Labour	Parts	Labour
General Aviation aircraft *	\$	\$	\$	\$	\$	\$	\$	\$
Airline equipment *	\$	\$	\$	\$	\$	\$	\$	\$
RPA/UAS	\$	\$	\$	\$	\$	\$	\$	\$
Other:	\$	\$	\$	\$	\$	\$	\$	\$
TOTALS:	\$	\$	\$	\$	\$	\$	\$	\$
* % related to Fixed Wing	%	%	%	%	%	%	%	%
* % related to Rotor Wing	%	%	%	%	%	%	%	%
related to Military work	%	%	%	%	%	%	%	%
T/O related to Airframe	\$	\$	\$	\$	\$	\$	\$	\$
T/O related to Engine overhaul	\$	\$	\$	\$	\$	\$	\$	\$

b) How many continuous years of operation have you been in this aviation business/operation?

c) Please provide a detailed description of all aircraft products designed, manufactured, assembled, maintained, or distributed by proposer. *Note, please ensure you also attach additional supporting information & list any websites.*

- d) Please list all aircraft types to which your product(s) are fitted and provide a detailed description of the product(s) function. *Note, please ensure you also attach additional supporting information & list any websites.*
- e) Do you have any form or type of sales material (e.g. brochures, presentations, etc) related to any product (i.e. aircraft components, non-aircraft components, & other components)? YES NO
 If Yes., please attach copies of all that material.
- f) Has any Aviation product ever been subject to:
- i. Manufacturer's Factory Service Bulletin or Advisory? YES NO
 - ii. Airworthiness Directive(s)? YES NO
 - iii. Grounding? YES NO
 - iv. Recall by (1) Any Insured? YES NO
 (2) Any manufacturer? YES NO
 (3) Any regulator or government agency? YES NO
- If "Yes" to any of the above, please provide full details.
- g) Does the Insured have a products integrity programme in place? YES NO
- h) Please state the Limit of Liability required: \$
 Please state the currency: AUD NZD USD

CLAIMS/LOSS EXPERIENCE & OTHER CIRCUMSTANCES

- a) After investigation, are there any circumstances for which you in the past 7 years:
- i. Were fined or required to pay a penalty? YES NO
 - ii. Could be required to pay a fine or penalty? YES NO
- b) After investigation, have any directors or staff members ever been subject to disciplinary proceedings for professional misconduct? YES NO
 If "YES" to a) or b), please provide full details:

- c) After investigation, in the past 5 years have any Aviation Products been subject to any losses and/or resulted in grounding of aircraft? YES NO
 If "YES", please complete the table below:

Date of Loss and/or Grounding	Details of the claim/loss or grounding (incl. the cause, the activity, & when it was reported)	If a claim, is it Open or Closed?	Incurred Loss (i.e. Amount Paid and Outstanding)	Excess
/ /		Open	\$	\$
		Closed		

If insufficient space above, please include any additional information on the last page of this proposal form.

INSURANCE & OTHER HISTORY

Have you ever had any:

- | | | |
|--|-----|----|
| a) Insurance declined or cancelled? | YES | NO |
| b) Renewal refused? | YES | NO |
| c) Claims denied for this class of insurance? | YES | NO |
| d) Criminal charges &/or convictions? | YES | NO |
| e) Financial trouble resulting in an administrator being appointed &/or being declared bankrupt? | YES | NO |

If "YES" to any of the above, 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, New Zealand, US, EU, UK and/or UN.

Proposer's Signature:

Date: / /

Proposer's Title:

Please use this space below if there was insufficient space earlier to answer a question, or if there is additional information that is prudent to understanding your business.