



Aviation Fuelling 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

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- h) Please list all your fuel providers:
- i) In respect of your fuel providers, does each fuel provider:
- | | | | |
|------|--|-----|----|
| i. | Directly supply fuel into the airport/airfield storage tanks? | YES | NO |
| ii. | Use filtration devices on both input and output fueling equipment? | YES | NO |
| iii. | Hold a current ISO9001 accreditation? | YES | NO |
| iv. | Have a quality assurance (or quality control) program in place? | YES | NO |
| v. | Provide a contractual indemnity to you in respect of any contaminated fuel they supply to you? | YES | NO |
- j) In respect of your personnel, is there a formal fuel training program:
- | | | | |
|-----|--|-----|----|
| i. | For <u>new</u> personnel as part of their induction? | YES | NO |
| ii. | For <u>existing</u> personnel on a regular basis? | YES | NO |
- k) In respect of the equipment you use, are you responsible for the maintenance and service of:
- | | | | |
|------|---|-----|----|
| i. | Any static storage tanks? | YES | NO |
| ii. | Any storage tanks on fueling vehicles? | YES | NO |
| iii. | Any static pipelines and their related components (e.g. couplings, washers, etc)? | YES | NO |
| iv. | Any other connecting hoses/lines and their related components? | YES | NO |
- l) Are you responsible for the storage of fuel airside? YES NO
- If so, are the storage facilities
- | | | | |
|--------------|-----|----|----------------------------------|
| Above ground | YES | NO | Capacity in litres for all tanks |
| Underground | YES | NO | Capacity in litres for all tanks |
- m) Do you supply fuel to any military aircraft? YES NO
- If so, do you have a contractual indemnity in your favour in respect of any contaminated fuel that you supply? YES NO
- n) Do you supply fuel to any airlines? YES NO
- o) Please state the Limit of Liability required: \$
- Please state the currency AUD USD NZD

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 there been any claims, any uninsured losses, &/or any circumstances which could give rise 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, & when it was reported)	If a claim, is it Open or Closed?	Incurred Loss (i.e. Amount Paid and Outstanding)	Excess
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$

INSURANCE & OTHER HISTORY

After investigation, 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/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
 - the answers and information given by me/us in this Proposal are true and correct in all respects;
 - no information has been withheld that would affect the underwriter's decision to accept this Proposal;
 - 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 and 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: