**Hot Air Balloon Insurance Questionnaire**

**Pre-Contractual Duty of Disclosure -**

By completing this Questionnaire, you are looking to enter into a legal contract with an insurance company, via Altitude Insurance Ltd and, in order to provide all necessary information to Insurers so that we are able to obtain a quotation, please can we ask for you to complete and return this document. This document is not an exhaustive list of all information that an Insurer may find relevant to the risk, if you feel that there is additional information that you wish to make the Insurer aware of, please advise in your covering email.

If you are not in a position to answer all of the questions asked of you in this Questionnaire, honestly and with reasonable care, then you should not proceed with your insurance quotation request.

It is your duty to take reasonable care to answer all questions honestly, fully and accurately and disclose all information that the Insurer may find relevant to the risk as they are the basis upon which an insurance cover quotation will be offered or refused – and that such volunteered information is not misleading. Your duty exists at all times in the placement of this insurance; before the cover is placed, when renewed, or changed at any time during the policy period. Failure to do so may result in your policy being cancelled or we may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation section, which you should read carefully .

If any of your answers or the information provided in this Questionnaire is incorrect or inaccurate or, becomes inaccurate, incorrect or has changed beyond what was reasonably contemplated when originally completing this Questionnaire, you must notify us immediately or as soon as reasonably possible, complete a new, correct, accurate and updated Questionnaire and obtain a revised quotation. If your contract of insurance has already been placed based on this incorrect, inaccurate or changed information, you must contact us immediatelyas this may affect the cover provided and any claims made by you on your policy.

We would like to ensure that all claims are paid for you, but unfortunately, we may find ourselves defenceless to assist you, when all the information is not disclosed at the outset. Such items include (but are not limited to); all previous claims or incidents, description of risk to be covered and inaccurate general information.

This is an important document for you to read carefully and to retain in a safe place.

If you have any questions, need anything explaining or believe this Policy would not meet your needs, please contact us immediately.

**About You –**

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| --- | --- |
| **Name of Insured:** |  |
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| **Date of establishment (if a registered company):** |  |
|  |  |
| **Business Description (if a registered company):** |  |
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| **Your Name (if different from above):** |  |
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| **Insured Address:** |  |
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| **Postcode:** |  |
| **Home/ Work/ Mobile Number:** |  |
|  |  |
| **Email Address:** |  |
|  |  |
| **Your Country of Birth:** |  |
|  |  |
| **Your Country of Residence:** |  |
|  |  |
| **Your Occupation:** |  |
|  |  |
| **Would you define yourself as a Politically Exposed Person (PEP) –** an individual who is or has been entrusted with prominent public functions in a foreign or domestic country? \* |  |

\* A “PEP” is defined as a person who is, or has at any time in the preceding 12 months been, entrusted with prominent public function, this includes:

* Heads of State, heads of government, ministers and deputy of assistant ministers.
* Members of Parliament
* Members of supreme courts, constitutional courts or other high-level judicial bodies whose decisions are not generally subject to further appeal, except in exceptional circumstances.
* Members of courts of auditors or the board of central banks
* Ambassadors, charges d’affaires and high ranking officers in the armed forces
* Members of the administrative, management or supervisory boards of state owned enterprises

A Family member/ close associate of one of the above

**About the Aircraft –**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Make & Model** | **Registration** | **Envelope Value** | **Bottom End Value\***  | **Maximum All Up Weight (kgs)** | **Number of Passengers (ex. Pilot)** |
|  |  |  |  |  |  |
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\* Bottom End Value is to include Basket/ Burner/ Tanks/ Flight Equipment and/or Instruments.

It is your responsibility to maintain, in force, all the relevant permits/ licences/ Certificates of Airworthiness (or such like) applicable to the Aircraft detailed above for the duration of the Policy.

**Any Ground Equipment –**

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| --- | --- | --- |
| **Ground Equipment Type i.e., Trailer, Fan, Tether Equipment etc.** | **Value** | **Quantity** |
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If no equipment is detailed above, we will assume no cover is required.

**Limits of Liability –**

The Policy will provide Third Party and Passenger (if applicable) Legal Liability. If both types of Liability coverage are required, i.e., the aircraft is permitted to carry Passengers, this Liability may be provided in the form of a Combined Single Limit (C.S.L.). If you advise that you wish to fly your aircraft within Europe, the limit(s) that we provide will be no less than what is legally required under EU Regulation EC785/2004\*. Otherwise, the limit(s) provided will be as requested by you.

Please advise the Limit(s) of Liability required: -

|  |  |  |
| --- | --- | --- |
| **Liability Type** | **EC785/2004 Compliant?** | **Or, Limit Required** |
| Third Party Legal Liability |  |  |
| Passenger Legal Liability |  |  |
| Combined Single Limit – Third Party and Passenger Liability |  |  |

\* A copy of how we have calculated your EU compliant minimum limit can be provided upon request. Please note, the limit quoted will be correct as of the date of your quotation, subsequently if you proceed with the Insurance, we will also check that the limit is adequate at the date of inception of the policy (if you require a higher/ lower limit than what was previously quoted, this may affect the premium, but we will advise this prior to policy inception) but, it is your responsibility, as an Aircraft operator to ensure that your Limit of Liability is adequate prior to each flight. The provision of any Limit of Liability does not however, limit your own Liability as an aircraft operator so, it may be in your interests to request a limit higher than any legal minimums (if applicable). Although we cannot advise what limit you should take, we can advise the reasons behind requesting a higher limit if so required.

**Pilots –**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **First Name** | **Last Name** | **Date of Birth/ Age** | **Licence/ Rating** | **Total Flying Hours** | **Total Hours Pilot-in-Command** | **Accidents/ Incidents/ Violations of aviation regulations last 5 years** |
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Please note, depending on the Insurer we are able to obtain terms from for you, Insurers may automatically include cover for the following however, Insurers do require the above details for any Pilot that will be regularly flying the Aircraft. We will confirm if this is applicable to your proposed policy in our Quotation: -

“As approved by the Insured, all being subject to –

1. The appropriate licence being held for the purpose of flight i.e., Commercial Pilots Licence in respect of Commercial flights.
2. No known accidents/ incidents/ violations of aviation regulations (which resulted in Aviation Authority investigation/ action/ prosecution) in the last 5 years.
3. Any pending prosecutions or unspent convictions for any offences (excluding traffic offences).
4. Any Aviation Authority warning of infringement(s) to the terms of their licence in the last 5 years.
5. Them not having had any type of insurance declined or cancelled (for any reason) in the last 5 years.
6. Them not having any medical condition(s) that may affect their ability to maintain a valid licence.

Other than as noted herein (alleged or proven). ***It is a requirement and the responsibility of the Insured hereunder to ensure compliance to the above.***

Any Pilot who has advised an Insurer of any of the above in last 3 years, is to be advised to and agreed by Insurers prior to flight.

In respect of Pilots who are under training, until such time as they have obtained their PPL (excluding Solo flight), they are to be accompanied at all times by a Pilot who is a PPL/ CPL(HAB) holder - or licence designations i.e., PPL/ CPL, per local equivalent.”

Therefore, you confirm that: -

1. No Pilot who will fly the aircraft, has any known accidents/ incidents/ violations of aviation regulations (which resulted in Aviation Authority investigation/ action/ prosecution) other than as noted herein (alleged or proven)?

[ ] 1. That, no Pilot who will fly the aircraft, has any medical conditions that may affect their ability to maintain a valid licence?

[ ] 1. That, no Pilot who will fly the aircraft, has any pending prosecutions or unspent convictions for any offences (excluding traffic offences)?

[ ] 1. That, no Pilot who will fly the aircraft, has received any Aviation Authority warning of infringement(s) to the terms of their licence in the last 5 years?

[ ] 1. That, no Pilot who will fly the aircraft, has had insurance declined or cancelled (for any reason) in the last 5 years?

 [ ]

***As it is a requirement and the responsibility of the Insured to ensure compliance to the above, your policy may be deemed invalid if you have permitted a Pilot, who does not comply with the above, to fly any aircraft Insured under your policy.***

**Claims Information –**

Please advise of any known accidents/ incidents/ violations of aviation regulations (which resulted in Aviation Authority investigation/ action/ prosecution), alleged or proven, for both the Insured and/or any Pilots you wish to be covered in the last 5 years.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Make and Model** | **Registration** | **Date of Loss** | **Loss Details** | **Amount Paid** | **Pilot Name** |
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**Type of Usage –**

Insurers will automatically include cover for the following: -

As required by the Insured but excluding uses as detailed under General Exclusion 16 of the Policy Wording.

The uses excluded per General Exclusion 16 of the Policy Wording are as follows, please indicate those that you require coverage for so that we may delete the exclusion(s).

IF YOU DO NOT INDICATE THAT ANY OF THE BELOW USES ARE REQUIRED, YOUR POLICY WILL BE LIMITED TO PRIVATE USES ONLY.

Passenger carriage for Hire and/or Reward [ ]

|  |  |
| --- | --- |
| **Estimated Number of Flights Per Annum** | **Estimated Number of Passengers Flown Per Annum** |
|  |  |

Instruction for Hire and/or Reward [ ]

Instruction NOT for Hire and/or Reward [ ]

Aerial Work [ ]

Night flying (except in respect of tethered Night Glows only) [ ]

Carriage of external loads (except in respect of banners and/or

flight bag(s) and/or safety equipment) [ ]

Breaking records [ ]

Flights over the sea (intentional) [ ]

Any other use [ ]

**Other Information –**

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| --- | --- |
| Flight Warranty: 1 Balloon in flight/ 2 Balloons in flight/ Other\*\*? |  |
|  |  |
| If other, please provide full details: |  |
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| Estimated annual utilisation (hours): |  |
|  |  |
| Main Area of Use: UK Only, UK & Europe, Other? |  |
|  |  |
| If other, please provide full details: |  |
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| Name of any additional interested party, if any i.e., name of a Sponsor: |  |
|  |  |
| Nature of the interest i.e., Sponsor who paid for Envelope but holds no operational interest and Aircraft registration: |  |
|  |  |
| Do you envisage your insurance needs changing over the coming 12 months? |  |
|  |  |
| Existing Insurer, if any: |  |
|  |  |
| Expiry Date of current insurance, if applicable: |  |
|  |  |
| Required Inception Date of Policy, if known: |  |

\*\* Please note, depending on the Insurer we are able to obtain terms from for you, they may be able to permit an additional Aircraft, already on the Schedule of Insurance, to also be in flight at any one time on either 10 or 15 occasions for a set additional premium - without the need to have this additional Aircraft on Flight Risks of its own accord. If you are a Private operator, the ability for 10 occasions will automatically be included in your quotation for no additional premium. If you are an Aerial Work/ Commercial operator or a Private operator who requires 15 occasions, please advise and we can look to include this in your quotation.

**Declaration –**

I/ We declare that to the best of my/ our knowledge, all the information given above is true and complete and contains all the necessary detail in order for Insurers to adequately quote my/ our risk.

I/ We understand that this Questionnaire shall form the basis of any contact between me/us, Altitude Insurance Limited and Insurers and any incorrect statements/ information may render such contract void.

I/ We accept that the basis of Insurance will be the standard Policy for this type of insurance as agreed between Altitude Insurance Limited and Insurers.

I/ We accept that by providing Altitude Insurance Limited with contact details such as telephone numbers/ email address, Altitude Insurance Limited may use these in order to make contact regarding insurance products and/or services.

Has any Insurance Company ever, for ANY reason? -

Declined your proposal? Yes [ ]  No [ ]

Refused to renew your policy? Yes [ ]  No [ ]

Cancelled your policy? Yes [ ]  No [ ]

Required an increased rate or imposed special terms on renewal (for reasons other than claims history)? Yes [ ]  No [ ]

If YES to any of the above, please provide further details: -

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**Status:**

Altitude Insurance Ltd (‘the Company’) is regulated by the Central Bank of Ireland.

**Terms of Business:**

You have been or, will be at the point of us providing you with our Quotation, given a copy of the Company’s Terms of Business, which outline the basis on which we provide services to our clients. Please ensure that you read this document carefully. These Terms of Business apply to all business transactions undertaken for you or services provided to you and will remain in force until further notice. Should we make any material changes to our Terms, we will advise you in advance of providing any further services to you.

**Privacy Policy**

Here at Altitude Insurance Ltd, we take your privacy seriously and will only use your personal information to provide the products and services you have requested from us.

However, from time to time we would like to contact you with details of other General Insurance products and services we provide. If you consent to us contacting you for this purpose, please tick to say how you would like us to contact you:

Post [ ]

Email [ ]

Telephone [ ]

We may also use your datafor Profiling for Marketing purposes – e.g., to identify if you are likely to want/ require any other forms of insurance we offer of in respect of risk assessments for fraud prevention/ AML purposes. If you would like to Opt Out from Profiling for Marketing purposes but not for Fraud Prevention or AML, please tick this box - [ ]

**Impact of Misrepresentation**

The Impact of any Misrepresentation by you, is as follows:

(a) Innocent Misrepresentation: Where you have answered all questions in your application form honestly and with reasonable care but where you made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) we will pay any covered claim event subject to the terms and conditions of your policy.

(b) Negligent Misrepresentation: If you make a negligent misrepresentation or fail to take reasonable care in completing your application form your cover may not fully operate and in the event of a claim we will exercise one of the following remedies:

     (a) If knowing the full details we would not have entered into the insurance contract, we may avoid the contract, refuse all claims and return any premiums paid by you.

     (b) If we would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.

     (c) If we would have entered into the insurance contract but have charged a higher premium, we may reduce proportionately the amount to be paid on your claim.

     (d)  Where there is no outstanding claim under the insurance contract, we may either:

          (i) give notice to you that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or

          (ii) terminate the contract by giving reasonable notice to you.

(c) Fraudulent Misrepresentation: If you make a fraudulent misrepresentation or where any conduct by you involves fraud of any kind we shall be entitled to avoid the contract of insurance and refuse any claims.

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| --- | --- |
| Signature: |  |
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| Name: |  |
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|  |  |
| Date: |  |

Altitude Insurance Limited complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018. Altitude Insurance Limited is a Data Controller as defined in the Data Protection Act 1988 (Amended 2003). The 2003 Amendment Act brought the law into line with the[EU Data Protection Directive 95/46/EC](http://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:31995L0046).

We only keep data for a purpose(s) that is specific, lawful and clearly stated and the data is only processed in a manner compatible with that purpose(s). An individual has a right to question the purpose for which we hold his/her data, and we must be able to identify that purpose. The data which you provide to us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Notice and Data Protection policy.

We will take all reasonable steps to ensure that any and all personal data you provide, will be held securely and in accordance with this Legislation(s). We will ensure that our data security procedures are adequate, abided by and robust enough to prevent unnecessary risk of loss of data and financial crime. In return, we will retain all ownership/ title/ copyright and other intellectual property over any and all materials utilised in the placement of your Policy.

We will only use your personal data for the purposes for which you have provided it to us – general insurance. We request this information as we believe that it is necessary in order for us to provide our services to you, including but not limited to, quotations/ arranging Policy coverage/ conducting our relationship with you/ marketing/ research and statistical analysis/ internal record keeping/ crime prevention.

In carrying out our services, it may be necessary to disclose any/ all of your personal data to Third Parties, including but not limited to, Insurers/ agents and service providers/ consultants/ our Affiliates/ industry regulators and professional advisors and auditors. Depending on the circumstances, the disclosure of personal data (including sensitive personal data) to any of the above may involve a transfer of data outside of the European Economic Area.

If personal data about any person other than the original proposer is included within this Questionnaire (and any subsequent documentation provided by us/ received by you), you confirm that they have given you permission to do so, have explained to them who we are and what we will use their data for, that you have made that person aware that we hold their personal data (i.e. name/ D.O.B. etc of any named Pilots) and that they can also request a copy of our TOBA for more information on our Data Protection policy.

Insurers may subscribe to industry databases for credit and/or fraud prevention i.e. the electoral roll and credit information, in this instance, your data may be passed on in order to share information. A record of the enquiry may be viewed by other companies if you apply for their services. Insurers may also pass information onto the Claims and Underwriting Exchange Register, run by Insurance Database Ltd (IDS Ltd). The aim is to help insurers to check information provided and also prevent fraudulent claims. When insurers deal with requests for insurance, they may search the register. When insurers are informed about an incident, which may or may not give rise to a claim, they will pass information relating to it to the register. You can ask insurers for more information about this. Insurers may also pass your information to reinsurers and/or loss adjusters.

By providing us with your personal data, you consent to all of the information being used/ processed/ disclosed and retained as required by Altitude Insurance Limited and/or GBJ. More information regarding Data Protection can be found in our Terms of Business Agreement.

We will endeavor to utilize either A or B rated (S&P and/or AM Best) market security however, depending on the risk you ask us to provide terms for, this may not be possible. In the event of us providing a quotation utilizing non-rated Security, your agreement to our quotation and request to incept cover is deemed as agreement and authorization to utilize said Security. We will not however, under any circumstance, guarantee the solvency of any security used. We agree to provide details of proposed security, including their rated/ non-rated position, at the point of providing our initial quotation to you, after that date, this information will not be provided unless there is a change in the rated/ non-rated position of said Insurer. If your quotation is being provided via another Broker, i.e., we do not have direct contact with you, this disclosure to you is their responsibility rather than that of Altitude - all security used is at your own risk.

We are not contractually restricted in relation to the insurance providers we can deal with but, we may choose to only deal with and approach for a quotation on your behalf, a select number of insurance providers - who have advised they are able to provide you with the type of aviation coverage required, we feel offers the best product available on the market for your type of business and have already assessed their ability to provide the necessary terms/ conditions/ premiums etc. in a competitive manner.

We can look to approach others on your behalf but, this is subject the Insurer in question is able to write this type of business, we have a Terms of Business Agreement in place with them and only on receipt of written instructions from you. Because we do not approach a large number of insurance contracts in the market – mainly because for your type of insurance, there are only limited numbers of Insurers available – we do not meet the “fair and personal analysis” standard.

Immediate notice of any claim is to be given to –

Altitude Insurance Limited, Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593, ROI Telephone – 00353 (0)89 2231051/ 0044 (0)7780 552494 Email – office@altitudeinsuranceltd.com

For any urgent assistance, out of office hours, telephone 00353 (0)89 2231051/ 0044 (0)7780 552494 – if we are unavailable, please leave a message detailing the reason for your call.

In the event that you have a query about the placement or performance of a Policy you should, in the first instance, contact Laura Durcan. Should this develop into a complaint you should address your complaint in writing to: -

Altitude Insurance Limited, C/o Laura Durcan, Ground Floor, 71 Lower Baggot Street, Dublin, D02 P593, ROI or Laura@altitudeinsuranceltd.com with the email titled “Complaint”.

We will acknowledge, in writing, all complaints within 5 working days of receipt unless the compliant has already been resolved to the satisfaction of the complainant within this time frame. If you are dissatisfied with the handling/ outcome of your complaint you may refer your complaint to the Financial Services Ombudsman. Referring your complaint to the Financial Services Ombudsman does not affect your legal rights. A full copy of our complaint’s procedure is available on request.