

INSURANCE GUIDANCE NOTE INSURANCE REQUIREMENTS FOR VEHICLE AIRSIDE PERMIT HOLDERS

1. Background

It is vital that Edinburgh Airport and its insurers and any other person or company suffering injury or property damage at Edinburgh Airport premises as a result of the negligent actions of these parties (and where Edinburgh Airport have not been negligent) have reasonable rights of recovery.

In order to obtain an airside vehicle permit it is necessary to demonstrate that third party liability insurance is in place and that this meets Edinburgh Airport's minimum requirements.

2. Edinburgh Airport's minimum requirements

Cover Third party liability insurance covering liabilities arising out of the use of a motor vehicle whilst airside.

Minimum limit £50m any one occurrence with a sub-limit of US\$50m any one occurrence and in the aggregate for war and terrorism risks. See below for more information of insurance requirements:

Category	Third Party	Requirement from Third Party	Edinburgh Airport Policy
1	Contractors & Sub Contractors working on Edinburgh Airport Capital Construction Works/Projects	Nil	Activity covered under Edinburgh Airport Construction All Risks/Third Party Liability Insurance Programme. Limit provided: £50m/US\$50m
2	Contractors & Sub-Contractors Working for or on behalf of Edinburgh Airport on Non-Construction Works/Projects	£5m including War and Terrorism	Aviation/Combined Liability Policy provides the additional £45m to fulfil the minimum requirement.
3	Third Parties who are not working for or on behalf of Edinburgh Airport.	£50m with a sub-limit of US\$50m	Edinburgh Airport policy does not apply.

3. Insurance cover

Cover would not be provided by a standard motor insurance policy as motor policies exclude airside areas because it is not believed that they fall under the Road Traffic Act.

Cover is generally provided by extending either an aviation or public liability policy to include the vehicle airside liability risk.

4. War and terrorism requirement

Following the September 11th terrorist attacks the aviation insurance market withdrew cover for liability for war and terrorism risks. This was done by adding the following clause to aviation liability policies:

War, Hi-jacking and Other Perils Exclusion Clause (Aviation) AVN48B

It is now possible to buy back some of the cover excluded by Clause AVN48B, although this is limited at a primary layer to US\$50m. The clauses that buy back the cover are:

Extended Coverage Endorsement (Aviation Liabilities) AVN52D-G

5. Evidence of cover

A To Whom it May Concern letter from a broker confirming the above is sufficient