

Duty of Disclosure

Before you enter into a contract of general or life insurance with an Underwriter you have a duty, under the Insurance Contracts Act, 1984, to disclose to the Underwriter every matter that you know, or could reasonably be expected to know, is relevant to the Underwriter's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose these matters to the Underwriter before you renew, extend vary or reinstate this contract of general insurance. Your duty, however does not require disclosure of any matter:

- that diminishes the Underwriter's risk
- that is of common knowledge
- that the Underwriter knows, or in the ordinary course of business, should know
- as to which compliance with your duty of disclosure is waived by the Underwriter.

Non-Disclosure

If you fail to comply with your duty of disclosure the Underwriter may be entitled to reduce the liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Underwriter may also have the option of avoiding the contract from its beginning.

Subrogation

If you have entered into an agreement with another party which prevents the Insurer from taking a recovery action for compensation from that party it may affect your right to cover under this Policy. Should you now be a party to such an agreement or be requested to enter such an agreement in the future please advise this office in writing.

Contact Details

Insured Name

Insured Name is the Legal entity to be insured (e.g. John Smith, ABC Pty Ltd, J & G Smith T/as ..., ABC Organising Committee, etc)

Person to contact Email

Postal address State Post Code

Phone No. Fax No. Website

Cancellation, Abandonment, Postponement or Interruption

1. Title or Name of event(s) or performance(s) to be insured:

2. Date(s), name of venue(s) and address(es) of event(s):

3. Are the event(s) held: Indoors Outdoors Under canvas

4. Will adverse weather conditions preclude the fulfilment of the event(s)? Yes No

5. Construction of the Venue(s):

6. Please be advised of the following clause within the policy wording:-

"At the Event Address, if any stage or similar area is not roofed in a permanent building the Assured shall ensure that this area will be roofed and in addition have 3 full sides and any necessary safety Certificates have been or will be issued by the local health and safety authority responsible."

Can you comply with these requirements? If not, please advise and we will negotiate the removal of this clause.

Yes

No

7. Would you like Underwriters to consider offering terms to include the effect of weather on outdoor performances or events not in a permanent structure?

Yes No

8. Have written contracts been signed for the hire of the venue(s) shown in question '2'?

Yes No

9. Have all other contractual arrangements necessary for the successful fulfilment of the event(s) or performance(s) been made and confirmed in writing?

Yes No

If No, please give details:

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10. If the answer to question '9' is "no" do you undertake to make all such remaining contractual arrangements in a prudent and timely manner and ensure they are confirmed in writing prior to the relevant event or performance?

Yes No

11. Have all necessary licences, visas and permits and authorisations been obtained?

Yes No

If No, please give details:

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12. Please give details of the budget for the event(s) or performance(s):

	Expenses	OR	Gross Revenue
a) Costs	\$	a) Gate / ticket sales	\$
b) Commitments	\$	b) Programme Sales	\$
c) Guarantees	\$	c) Merchandising	\$
d) Fees	\$	d) Fees	\$
e) Commissions	\$	f) Commissions	\$
g) Sponsorship	\$	h) Sponsorship	\$
i) Advertising	\$	j) Advertising	\$
k) Promotional	\$	l) Promotional	\$
m) Other items (please give details)	\$	n) Other items (please give details)	\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
TOTAL EXPENSES	\$	TOTAL GROSS REVENUE	\$

13. Do these sums represent the full extent of your financial responsibilities?

Yes No

If No, please give details:

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14. Does any other party have an interest in the expenses and gross revenue for the event(s) or performance(s)?

Yes No

If Yes, please give details:

15. Is Profit to be Insured?

Yes No

If Yes, please state the limit of Indemnity required:

\$

16. Has the event(s) or performance(s) (under the present or any other management) had any incident that could have resulted, or did result, in financial loss that would be covered under the proposed insurance?

Yes No

If Yes, please give details:

17. Has any event(s) or performance(s) in which the Proposer was involved (in managing) had any incident that could have resulted, or did result, in financial loss that would be covered under the proposed insurance?

Yes No

If Yes, please give details:

18. Are you aware of any matter, fact, circumstance or incident existing or threatened that could possibly affect the performance(s) or event(s), and might result in a loss under this insurance?

Yes No

If Yes, please give details:

19. Has the Proposer, or any other person to which this insurance would apply, ever been declined insurance, or had any such insurance cancelled, or renewal refused, or had special terms imposed?

Yes No

If Yes, please give details:

Declaration and Signature

I / We hereby acknowledge that I / we have complied with the duty of disclosure which is stated above. I / We confirm that the answers and statements in this proposal are correct and that no information has been withheld which may affect your decision to accept this proposal or the terms of the proposed Policy.

SIGNATURE:

DATE: