

Important Notices

Please read these Important Notices before completing the Proposal.

Your 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.

Privacy

Pen Underwriting handles your personal information with care and in accordance with the Privacy Act 1988 and the Australian Privacy Principles. We collect personal information about you to provide you with insurance and insurance related services. We may disclose your personal information to third parties for the purposes described in our Privacy Policy, including related entities, insurers, reinsurers, agents and service providers, some of whom may be located in the United Kingdom and India. By asking us to provide you with insurance and insurance related services, you consent to the collection, use and disclosure (including overseas disclosure) of your personal information for the purposes described in our Privacy Policy. Where you provide personal information about others, you represent to us that you have made them aware of that disclosure and of our Privacy Policy and that you have obtained their consent. If you do not consent to provide us with the personal information that we request, or withdraw your consent to the use and disclosure of your personal information at any stage, we may not be able to offer you the products or provide the services that you seek. For information about how to access and or correct the personal information we hold about you or if you have any concerns or complaints, ask us for a copy of our Privacy Policy or visit www.penunderwriting.com.au.

Complaints Handling

If you are dissatisfied with a decision Pen Underwriting makes, our service, the service of others we appoint to discuss insurance matters with you, or a claim settlement, we have an internal dispute resolution process to assist you. For further information, ask for a copy of our Complaints and Disputes Resolution Policy or visit www.penunderwriting.com.au.

General Insurance Code of Practice

Pen Underwriting and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The Code commits general insurers to uphold high standards of service and practice. A copy of the Code can be obtained from us upon request or from www.codeofpractice.com.au.

Further Information

Your insurance broker can assist you to complete this Proposal. If you have any questions or need further information concerning your insurance, you should contact your insurance broker to assist you with your enquiry. You should direct all of your correspondence to Pen Underwriting through your insurance broker as he is your agent for this insurance.

IMPORTANT NOTICE

- Please answer all questions in full. Where appropriate, tick the ‘Yes’ or ‘No’ box that best indicates your reply.
- If there is insufficient space provided, please provide further information on your letterhead.
- All attached documents form part of this Proposal.

This application is for New Business Renewal - Policy Number (if known) is:

1. Proposer’s Details

Name of Proposer(s):

Address of Registered Office:

Telephone Number:

Email:

What is the usual business of the Proposer(s)?

Date business commenced:

2. Event Details

(i) Title or name of event(s) to be insured:

(ii) Type of event(s) to be insured:

(iii) Location(s) of event(s):

(iv) Date of event(s):

(v) What is the Proposer(s) role in the event(s)?

(vi) If the Proposer(s) is not the organiser, who is organising the event(s)?

(vii) What is the extent of the organiser’s experience in this capacity?

(viii) In order to mitigate a loss to this insurance, is rescheduling/postponement possible for each event? Yes No

If No, please explain why:

(ix) For how long could the start of the event(s) be delayed? Please provide full details:

(x) Has the event(s) been held before? Yes No

If Yes, please provide full details:

(xi) If the event has been held before, has the event(s) been cancelled previously? Yes No

If Yes, please provide full details:

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(xii) Is the event(s) part of a larger production, promotion, series or tour? Yes No

If Yes, please provide full details:

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(xiii) Date(s):

.....

Names of Venue(s):

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Address(s) / Postcode(s):

.....

City:

.....

3. Open Air Events

(i) Will the event(s) be held wholly:

- a) in the open air Yes No
- b) in a marquee Yes No
- c) in a temporary structure? Yes No

If Yes, please provide full details:

.....

(ii) Will the event(s) be held partly:

- a) in the open air Yes No
- b) in a marquee Yes No
- c) in a temporary structure? Yes No

If Yes, please provide full details:

.....

4. Outdoor Events – Venue Information

Please complete this Question for all outdoor Events and provide information for each Venue.

- a) The nature of the Venue site e.g. Sand / Chalk / Grass / Clay etc.
.....
- b) Whether there have been any substantial changes to the Venue e.g. development(s), drainage works etc. and if so the date and nature of such
.....
- c) whether there have been any substantial nearby development works e.g. new buildings, new roads, drainage works etc. and if so the date and nature of such
.....
- d) Is/are the Venue(s)
 - i) Lowlying Yes No
 - ii) liable to flooding Yes No
 - iii) ever been flooded (if so, please provide full details) Yes No
 - iv) near any water courses e.g. rivers / lakes / etc. Yes No
 - v) significantly exposed to wind or rain Yes No

If any answer to Question iv) is YES, please give full details and attach descriptive brochure if available

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- e) Has the Venue land any underground natural reservoir or aquifer? Yes No
If Yes please state the water level therein (full, half full etc)

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- f) Are there any hard standing access roads within the site? Yes No
- g) Is / are the entrance(s) and exit(s) hard standing? Yes No
- h) What are the car-parking arrangements for the Event(s)? Is it on hard standing?

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- i) Are there separate entrances and exits for Event set up traffic and visitor traffic? Yes No

5. Adverse Weather / Bush Fire and Wild Fire

- (i) Would the Proposer(s) like Underwriters to consider offering terms to include the effect of:
 - a) adverse weather on outdoor events not in a permanent structure? Yes No
 - b) bush fire or wild fire? Yes No

If No, please go to Question 4.

- (ii) Please describe the extent of adverse weather that could affect the event(s):
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.....
.....
.....

(iii) Is any venue or area critical to the event proceeding exposed to strong wind, flood or water logging? Yes No

If Yes, please give details:

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(iv) Will the stage or area in which the performers work be covered by a roof and on three sides to protect against adverse weather? Yes

If Yes, please give details:

.....

No

If No, please give details of what protections, if any, are in place:

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(v) Will all electrical equipment be protected to comply with Industry Standards against adverse weather? Yes No

If Yes, please give details:

.....

(vi) If terms are required for bush fire / wild fire, has the event(s) Venue(s):

a) experienced an outbreak of bush fire or wild fire in the last 3 years? Yes No

b) been affected by a 'Code Red' in the last 3 years? Yes No

If Yes to either or both (a) and (b), please give details:

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5. Contractual Arrangements

(i) Will the Proposer(s) have a signed written contract for the lease or hire of Venue(s) prior to inception of this Insurance? Yes No

If No, please provide full explanation:

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(ii) Have all other contractual arrangements necessary for the fulfilment of the event(s) been made and confirmed in writing? Yes No

If No, please provide full explanation:

.....

(iii) If the answer to question 4(ii) is "No" does the Proposer(s) undertake to make all such remaining contractual arrangements in a product and timely manner and ensure they are confirmed in writing prior to the relevant event? Yes No

If No, please provide full explanation:

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(iv) Have all necessary licenses, visa, permits and authorisations been obtained? Yes No

If No, please provide full explanation:

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6. Financial Information

(i) Please attach either an Expenses sheet and/or Gross Revenue Budget sheet or alternatively please complete the Budget form below in Australian Dollars.

Expenses			Gross Revenue		
	Expenses	Amount		Gross Revenue	Amount
1.	General Admission		1.	Gate / ticket sales	
2.	Printing, promotion and advertising		2.	Programme sales	
3.	Venue hire		3.	Merchandising	
4.	Facilities and equipment rental		4.	Fees	
5.	Communications costs		5.	Commissions	
6.	Sponsorship		6.	Sponsorship	
7.	Wages, salaries and benefits		7.	Advertising	
8.	Broadcasting and TV rights		8.	Concessions	
9.	Insurance other than insured hereon		9.	Broadcasting and TV rights	
10.	Other items not included above (give details)		10.	Other items not included above (give details)	
TOTAL			TOTAL		

For information only, the amount by which Budgeted Gross Revenue exceeds Budgeted Expenses will represent the Proposer's Budgeted Net Profit.

(ii) The Proposer(s) may elect to insure either the Total Expenses (see 5(i) above) or the Total Gross Revenue being expenses and net profit (shown above in 5(i)).

Please indicate your preference by ticking the box below:

Total Expenses Total Gross Revenue Other

If you wish Underwriters to consider insuring a different Limit of Indemnity, please tick Other and provide an explanation of what this represents:

.....

(iii) Does any other party have an interest in the Gross Revenue? Yes No

If Yes, please provide details:

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(iv) Do you have in place a Ticket Refund Policy? Yes No

If Yes, please provide details:

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If No, then what system do you have in place?

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(v) Has any event in which the Proposer(s) were involved (in managing) had any incident that resulted in financial loss that would be covered by perils included under a Contingency Cancellation insurance? Yes No

If Yes, please give full details:

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(vi) Has the event(s) (under the present or any other management) had any incident that resulted in financial loss that would be covered by perils included under a Contingency Cancellation insurance? Yes No

If Yes, please give full details:

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(vii) Are you aware of any matter, fact, circumstance or incident existing or threatened that might reasonably result in a claim under the proposed Insurance? Yes No

If Yes, please give full details:

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7. Loss Payee (if other than Proposer(s) stated in Question 1)

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Declaration:

I/We declare that:

- I/We am authorised by each of the Applicant(s) to sign this Proposal
- The statements in this Proposal are true and complete and no material information has been withheld
- I/We have read and understood the Important Notices accompanying this Proposal
- I/We have diligently made all necessary enquiries in order to comply with the duty of disclosure
- I/We have read the Pen Underwriting Privacy Statement on this Proposal and consent to the use, disclosure and obtaining of personal information about the insured for the purposes shown in the Privacy Statement
- Where I/We have provided information about another individual, that individual has been made aware of that fact and of the Pen Underwriting Privacy Statement
- I/We acknowledge that Pen Underwriting relies on the information and representations in this Proposal and otherwise made by me or on my behalf in relation to this insurance
- Except where indicated to the contrary, I/We understand that any statement made in this Proposal will be treated as a statement made by all persons to be insured
- I/We undertake to notify Pen Underwriting of any material alteration to the information contained in this Proposal prior to inception of the proposed insurance
- I/We understand that no insurance is in place until such time as Pen Underwriting has confirmed acceptance of the proposed insurance

Signature/s:..... **Date:**

Name/s:..... **Title:**