

Cancellation, Abandonment & Non-Appearance

Proposal Form



IMPORTANT INFORMATION

Your insurance contract will be prepared based on the information supplied by you, which is shown on this Proposal. To the best of your knowledge and belief, you must be satisfied the information is correct. It is important that you let us know about anything that could influence the insurer(s) attitude to your proposal.

PLEASE COMPLETE CLEARLY IN BLOCK CAPITALS

Your Personal Details

Proposer's Full Name:

Address:

Telephone: Fax:

Email Address:

Usual business of Proposer:

ABN: ACN:

Cover Required

Section A	Cancellation Abandonment	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Section B	Non-Appearance	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	- On an annual basis	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	- In respect of a specific event or performance	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Section A. Cancellation, Abandonment

Cancellation, abandonment, postponement, interruption of or relocation of the event(s) or performance(s) due to reasons beyond the control of the organiser

1. Type of event(s) or performance(s):

2. Title of event(s) or performance(s):

3. History of event(s) or performance(s):

4. Proposer's involvement and experience in this capacity:

5. Part of a larger production, promotion, series or tour?

Yes

No

If YES give full details:

6. Date(s):

7. Venue(s):

8. If more than one venue please state method of transit used by:

a. Insured Person(s)

b. Equipment

9. What allowance had been made for:

a. Travel delay?

b. Set-up time?

c. "Stand-by" dates?

d. Replacement staging?

10. Held in the open air or a temporary structure? If YES give full details:

Yes

No

11. Is the stage or area in which the performer(s) work under cover? If NO give full details:

Yes

No

12. Is cover required as a result of adverse weather?

Yes

No

13. Are venue(s) exposed to wind, flood or water logging? If YES give full details:

Yes

No

Section B. Non-Appearance

Cancellation, abandonment, postponement, interruption of or relocation of the event(s) or performance(s) due to the non-appearance of specified persons due reasons beyond the control and yours as the organiser

14.

Person(s) to be insured	Name(s)	DOB	Participation
-------------------------	---------	-----	---------------

15. Detail any previous non-appearance of person(s) to be covered whether insured or not:

16. Detail provision made for understudies, substitutes or stand-bys:

17. Are person(s) to be insured:

- a. Suffering from any physical, psychological or other medical condition? If YES give full details: Yes No

- b. Undergoing any form of medical or other treatment? If YES give full details: Yes No

- c. Following any prescribed medical regime or otherwise? If YES give full details: Yes No

General Questions

18. Have all necessary arrangements for the successful fulfilment of the event(s) or performance(s) to be insured been made? Yes No

If NO give full details:

19. Have all necessary licences, visas or permits been obtained and have all contractual arrangements been confirmed in writing? Yes No

If NO give full details:

20. Has the event(s) or performance(s) been held before under the present management and have these ever been a loss (whether insured or not)? Yes No

If YES give full details

21. Are you aware of any matter, fact, circumstance or incident, existing or threatened, that could possibly affect the event(s) or performance(s) and might result in a loss under this insurance? Yes No

If YES give full details

Financial Questions

22. Limit of Indemnity required:

Details of budget:

ITEMS	AMOUNT	ITEMS	AMOUNT
Costs	<input type="text" value="\$"/>	Advertising	<input type="text" value="\$"/>
Expenses	<input type="text" value="\$"/>	Promotion costs	<input type="text" value="\$"/>
Commitments	<input type="text" value="\$"/>	TV rights	<input type="text" value="\$"/>
Guarantees	<input type="text" value="\$"/>	Ticket refunds	<input type="text" value="\$"/>
Fees	<input type="text" value="\$"/>	Other rights	<input type="text" value="\$"/>
Commissions	<input type="text" value="\$"/>	Other items (please clarify)	<input type="text" value="\$"/>
Sponsorship	<input type="text" value="\$"/>	PROFIT	<input type="text" value="\$"/>

NO INSURANCE IS IN FORCE UNTIL YOUR APPLICATION HAS BEEN ACCEPTED AND FULL PREMIUM HAS BEEN RECEIVED

Conditions of Quotation

Any quotation provided by Insurer(s) as a result of this proposal will be subject to:

- final acceptance by the Proposer(s) and then Insurer(s) prior to the acceptance date shown in the quotation, after which the resulting insurance cannot be cancelled.
- the Proposer(s) undertaking to advise Insurer(s) of any change in the information supplied occurring prior to the inception date of any insurance cannot be cancelled
- Insurer(s) having no obligation to accept the risks if there has been any happening or circumstance, whether advised by the Proposer(s) or otherwise, arising prior to acceptance by Insurer(s) which increases or could increase the possibility of a loss or in any way materially alters the risk as quoted. However, Insurer(s) at their sole discretion may decide to provide an alternative quotation.
- The Proposer(s) having declared all material facts likely to influence a reasonable Insurer in determining:
 - whether or not to accept a risk
 - the premium
 - the terms, conditions, exclusions and limitations
- any Proposer(s), who acts on behalf of others being deemed to have obtained and declared all the information provided after making inquiry of each of them; this condition only applies to any intermediary
- the Proposer(s) accepting the quotation doing so on behalf of all others and accepting responsibility for payment of the premium
- the Proposer(s) undertaking that no other insurance has been purchased on this specific risk and none shall be without Insurer(s) prior written approval, in the event of such approval being given, the terms, conditions, exclusions, limitations and premium set out in any quotation may be amended by Insurers
- the Proposer(s) paying the premium with acceptance of the quotation, If Insurers do not accept the risk the premium will be returned.

DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance, and, if so, on what terms.

You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the Insurer;
- that is of common knowledge;
- that your Insurer knows or, in the ordinary course of their business, ought to know;
- as to which compliance with your duty is waived by the Insurer.

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning.

SUBROGATION

You may prejudice your rights with regard to a claim if, without prior agreement from the Insurer, you make agreement with a third party that will prevent the insurer from recovering the loss from that, or another, party.

Your policy contains provisions that either exclude the Insurer from liability, or reduce their liability, if you have entered into any agreement that exclude your rights to recover damages from another party in relation to any loss, damage, or destruction which would allow you to sustain a claim under this policy.

Declaration

To the best of my knowledge and belief the information and statements provided in connection with this proposal, whether in my own hand or not, are true and complete and no material facts or information have been withheld or suppressed. I understand that non-disclosure or misrepresentation of a material fact may entitle insurers to void the insurance. (N.B. a material fact is one likely to influence acceptance or assessment of the risk by insurer(s). If you are in any doubt as to whether a fact is material or not, please disclose it). I understand that signing this declaration does not bind me to complete, or insurer(s) to accept, this insurance. I confirm that any answers not in my handwriting are correct.

Signature(s)

Date
