

Event Cancellation

Proposal Form

Completing The Proposal Form

- Please read the “Statutory Notice” before completing this Proposal Form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.
- It is agreed that whenever used in this Proposal Form, the term Applicant shall mean the Insured Organisation and all its Subsidiaries.

Please read the entire policy and the proposal form carefully.

A. General Information

| | |
|---|--|
| 1. Name of Applicant: | |
| 2. Applicant's Principal Address: | |
| 3. Telephone: | |
| 4. Email: | |
| 5. Please provide a description of the Applicant's business operations: | |
| | |

B. Event Information

| | |
|--|--|
| 1. Title or name of event(s) to be insured: | |
| 2. Has this event(s) been held before? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, please provide details, including date(s) and venue(s): | |
| | |
| 3. What is the involvement of the Applicant(s) in the event(s) and what is the experience of the Applicant in this capacity? | |
| | |
| 4. Is the event(s) part of a larger production, series or tour? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If Yes, please provide details: | |
| | |
| 5. What allowance in the itinerary has been made for: | |
| a. Travel delay? | |
| b. Set-up time? | |
| c. Stand-by date(s)? | |

B. Event Information (continued)

6. In order to mitigate loss to this insurance, is it possible to reschedule or relocate the event(s)?

Yes No

If No, please explain why:

7. Will any event(s) be held in the open air or a temporary structure?

Yes No

If Yes, please provide details, including date(s) and venue(s):

8. Is the venue(s) exposed to wind, flood or water logging?

Yes No

If Yes, please provide full details, including date(s) and venue(s):

9. Is the stage area in which the performer(s) work protected by a roof and three sides?

Yes No

If Yes, please provide details:

10. Will all the electrics be weatherproofed to comply with national industry standards?

Yes No

11. What method of transportation will be used for equipment or items essential to the event(s)?

12. Is the means of transportation to be used customised or adapted for the purpose?

Yes No

If Yes, please provide details:

13. Please provide date(s) and name of venue(s) of event(s):

| Date | Venue | City/Country | Event | Stand-by Dates |
|------|-------|--------------|-------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

C. Budget Details

1. Please attach a current budget in respect of Expenses and Gross Revenue.

D. Amount To Be Insured (Limit Of Indemnity)

1. What limit of indemnity is required?

a) Per event (if applicable)

b) In total

2. Please indicate below whether you want to insure Expenses or Gross Revenue (being expenses plus profit).

Expenses Gross Revenue

D. Amount To Be Insured (Limit Of Indemnity) (continued)

3. Do these sums represent the full extent of your financial responsibilities? Yes No

If No, please provide details:

4. Does any other party have any interest in the expenses and gross revenue for the event(s)? Yes No

If Yes, please provide details:

5. Please provide details of Loss Payee (if other than the Applicant stated in Part A of this Proposal Form):

E. Loss History

1. If the event(s) have been held before under present management or any other, has there ever been a loss? Yes No

If Yes, please provide details:

2. Has the Applicant ever suffered a loss recoverable under this type of insurance, whether insured or otherwise, in respect of their involvement in any type of event(s)? Yes No

If Yes, please provide details:

F. Non Appearance Details (to be answered only where individual non appearance coverage is required)

For the purposes of any insurance granted as a result of this proposal cover shall be limited to the individual(s) or group(s) named in the schedule attached to the policy.

1. Please provide details of all person(s) to be insured:

| Name | Age | Role |
|------|-----|------|
| | | |
| | | |
| | | |
| | | |
| | | |

2. Has any person to be insured any history of non-appearance? Yes No

If Yes, please provide details:

3. Is / are the person(s) to be insured suffering form any physical, psychological or other medical conditions? Yes No

If Yes, please provide details:

F. Non Appearance Details (continued)

4. Is/are the person(s) to be insured following any prescribed medical regime? Yes No

If Yes, please provide details:

5. Is/are the person(s) to be insured undergoing any form of medical or other treatment? Yes No

If Yes, please provide details:

6. Have you received permission in writing from any Insured Person(s) allowing access to medical information on that Insured Person(s) in the event of a claim? Yes No

7. What method of transportation will be used to get to the insured event(s) by the person(s) to be insured?

Note: Answers to questions 1-6 of Section F: Non Appearance, should only be made after consultation with the person(s) to be insured. Insurers may require this person(s) to undertake a medical examination.

G. Necessary Arrangements

1. Can you confirm that you will make all the necessary arrangements for the successful fulfilment of the insured event(s) in a prudent and timely manner? Yes No

These, for the avoidance of doubt, shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time.

H. Contractual Arrangements

1. Can you confirm that all the necessary contractual arrangements will be put in place in a timely manner and these will be valid for the period of the insured event(s)? Yes No

These should be confirmed in writing with you and for the avoidance of doubt shall include, but not be limited to, obtaining of licenses, permits, visas, copyrights and patents.

I. Material Facts

1. Are there any other material facts or items of information with regard to the proposed event(s) which should be disclosed? Yes No

If Yes, please provide details:

A material fact is one likely to influence acceptance or assessment of this proposal by insurers; if you are in any doubt as to what constitutes a material fact you should consult your broker.

J. Law And Jurisdiction

You have the choice of law and jurisdiction applicable to this contract of insurance. Unless you request and the insurers agree otherwise in writing this insurance is mutually agreed to be governed and construed in accordance with the laws of Australia whose courts shall have exclusive jurisdiction.

Please state which law and jurisdiction you wish to request is to apply, if other than Australia, as stated above.

K. Declaration And Signature

The undersigned authorised officer of the Applicant declare that to the best of their knowledge and belief the statements set forth herein and all attachments and schedules hereto are true and immediate notice will be given should any of the above information alter between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned authorised officer agree that this proposal and all attachments and schedules hereto and the said statements herein shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned authorised officer, on behalf of the Applicant, acknowledge that the Statutory Notice contained herein has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

| | |
|------------------|--|
| Signature: | |
| Name & Position: | |
| Date: | |

Statutory Notice

For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687 means “we”, “us” and “our”.

Duty of Disclosure

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.

What you do not need to tell us

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 Statement

In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (Chubb).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to Our website.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You. Sometimes, We may use Your Personal Information for Our marketing campaigns, in relation to new products, services or information that may be of interest to You. If You wish to opt out of Our marketing campaigns You can contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including but not limited to when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You but sometimes via a third party such an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors and call centres in Australia). In some circumstances, in order to provide Our services to You, We may need to transfer Your Personal Information to other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies), or third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time to time. Please contact us, if you would like a full list of the countries in which these third parties are located.

Where access to Our products has been facilitated through a third party (for example: insurance broker, online marketing agency etc) We may also share Your information with that third party.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your Consent

In dealing with Us, You agree to Us using and disclosing Your Personal Information as set out in this Privacy Statement and Our Privacy Policy. This consent remains valid unless You tell Us otherwise. If You wish to withdraw Your consent, including for things such as receiving information on products and offers by Us or persons We have an association with, please contact Our Privacy Officer.

Access to and correction of Your Personal Information

If you'd like a copy of your Personal Information or wish to correct or update it, want to withdraw Your consent to receiving offers of products or services from Us or persons We have an association with, or You would like a copy of Our Privacy Policy, please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

To request access to, update or correct your personal information held by Chubb, please complete Our Personal Information Request Form online or download it from www.chubb.com/au-en/footer/privacy.aspx and return to:

Email: CustomerService.AUNZ@chubb.com
Fax: + 61 2 9335 3467
Address: GPO Box 4907 Sydney NSW 2001

How to Make a Complaint

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer
Chubb Insurance Australia Limited
GPO Box 4907 Sydney NSW 2001
+61 2 9335 3200
Privacy.AU@chubb.com.

Claims-Made and Claims-Made and Notified Coverages

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by the Policy. If your Policy does not have a continuum of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

Notification of Facts that might give rise to a claim

Section 40(3) of the ICA only applies to the claims-made and the claimsmade and notified coverages available under the Policy. Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by the Policy expires, then we are not relieved of liability under the Policy in respect of the claim, when made, by reason only that it was made after the expiration of the period of the insurance cover provided by the Policy.

Contact Us

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