

## ENCORE LIABILITY – ENTERTAINMENT PROPOSAL

### Important Notices

#### Duty of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway.

You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know, and
- We have indicated we do not want to know

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent

#### Privacy Statement

The information collected on this proposal form will be used to assess your request for insurance and to provide other insurance services in accordance with our privacy policy. Calliden may share your information with other third parties, as defined in the privacy policy, in order to undertake insurance services. If you do not complete the proposal form in full, and in accordance with your duty of disclosure, Calliden may not be able to provide you with insurance or may impose additional conditions on any cover provided.

In accordance with Calliden's privacy policy you may obtain access at any time to information that Calliden or its service providers hold on you. If you would like to contact Calliden about privacy, or would like to obtain a copy of the privacy policy you may do so through one of the following means:

- obtain the privacy policy online at [www.calliden.com.au](http://www.calliden.com.au)
- by phone 02 9551 1111
- by email to [privacy@calliden.com.au](mailto:privacy@calliden.com.au)
- by letter to Privacy Officer, PO Box 348 Milsons Point NSW 1565

#### Goods and Services Tax

The amount of cover you choose excludes Goods and Services Tax (GST). If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the

premium. If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess. If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

#### Don't Prevent Our Right of Recovery

The Liability policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

#### Claims Made and Notified Policy

The Professional Indemnity and Management Liability sections of your policy are claims made sections. This means that the Policy covers you for claims made against you during the period of insurance specified in your Policy Schedule and notified to us during that period of insurance.

This means that the Policy does not provide cover in relation to;

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the Policy Schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims the possibility of which was intimated in any way prior to the commencement of the period of insurance;
- Claims rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims rising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

For the purposes of this Policy, a claim means:

- a) written demand for compensation or damages or other relief; or
- b) a civil proceeding seeking compensation or damages or other relief; or
- c) any criminal charge brought against You alleging a Wrongful Act; or
- d) a notice of charge, formal investigation order or notice requiring You to attend an inquiry or other proceedings ordered by an Inquiring Body.

As explained above, the policy, by its terms, does not provide cover for claims made after the expiry of the period of insurance cover provided by the Policy.

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has;

Given notice in writing to the insurer,

- of the facts that might give rise to a claim against the insured
- as soon as was reasonably practicable after the insured became aware of those facts, and before the expiry of the period of insurance.

## ENCORE LIABILITY – ENTERTAINMENT PROPOSAL

### 1. Your Details

Insured Names(s) to be covered under this policy :								
Trading Name: (if applicable)								
Situation Address:						Postcode:		
Business Phone No.:	( )		Fax No.:	( )				
Website Address:								
Period of Insurance:	From:	/	/	at 4pm	To:	/	/	at 4pm
Interested Parties:								
Tax Registered Business:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	ABN No:				Input Tax Credit:	%

### 2. Limit of Indemnity

Please indicate limit of indemnity required.

#### Part A - General Liability

\$1,000,000       \$5,000,000       \$10,000,000       \$20,000,000

#### Part B – Professional Indemnity

\$1,000,000       \$2,000,000       \$5,000,000       \$10,000,000

#### Part C – Management Liability

\$1,000,000       \$2,000,000       \$5,000,000

### 3. Details of the Business

Please tick one or more of the following to best describe your business activities. If your activities does not match a category noted, please describe all your business activities to be insured under the policy in the space provided below.

Entertainment / Performer / Musician / Band <input type="checkbox"/>	Theatre / Performance Group <input type="checkbox"/>
Drama / Dance school <input type="checkbox"/>	Booking Agency <input type="checkbox"/>
Event Organisers / Concert promoters <input type="checkbox"/>	Market Stall Organisers <input type="checkbox"/>
Not For Profit Organisations / Groups <input type="checkbox"/>	Film, Television and Video Production <input type="checkbox"/>
Audio Visual, lighting and Staging technicians <input type="checkbox"/>	Rigging or installation services <input type="checkbox"/> please provide details below:

Turnover for next 12 months – provide breakdown below.				From (Month):			Date Established: / /	
NSW	VIC	QLD	SA	WA	NT	TAS	Overseas	

Gross Annual Wages for the next 12 months: \$ \_\_\_\_\_ Gross fees paid to contractors / subcontractors: \$ \_\_\_\_\_

Please provide the address or location of where you will be predominantly carrying out your business activities.

Postcode \_\_\_\_\_

Owned     Leased

### 3. Details of the Business continued

Employees salary range	\$1 - \$50,000	\$50,001 - \$100,000	\$100,001 - \$200,000	\$200,000 +
Approximate No.:				
Total No. of Employees:	Does the client carry out activities outside Australia?			Yes <input type="checkbox"/> No <input type="checkbox"/>
Principles, Partners, Directors:	Qualified Employees:		Administration & Others:	

### Financial Information applicable to Parts B & C of the Encore Liability – Entertainment Policy.

If this cover is not required, please skip to next section. This information can be obtained from a profit and loss statement or a most recent audited financial statement.

Valuation of total assets:	\$	Valuation of total Liabilities:	\$
Gross consolidated turnover for the current financial year:	\$	Gross consolidated turnover for the prior financial year:	\$

### 4. Risk Management Controls

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Will your activities include the use vehicle, watercraft, aircraft or hovercraft? Yes  No   
If "Yes" please contact our office for more information.

Do you engage subcontractors or labour hire for carry out your activities? Yes  No   
If "Yes" please advise precise nature of activities below.

Do you ensure all contractors, subcontractors and labour hire are qualified and experienced to undertake activities required? Yes  No

Do you check adequacy of their Public and Products Liability, Professional Indemnity and workers compensation insurance arrangement prior to engagement? Yes  No

Do you secure a written contract or engagement letter for every client? Yes  No   
If "No" please indicate how the scope of services is agreed for your clients below.

Will you be directly responsible for the supply and set up of staging systems or provide rigging services? Yes  No

If "Yes" Do you designate or cordon off work area to restrict access while work takes place? Yes  No   
If "No" please provide details on risk management below.

Do you assume liability or entered into any contractual agreement with a Hold Harmless Clause or assume liability regardless of fault? Yes  No

Are verbal reports always confirmed in writing? If "No" how do you substantiate such verbal reports? Yes  No

Do you secure a written contract or engagement letter for every client? Yes  No   
If "No", please indicate how the scope of service is agreed with your clients below.

How do you ensure the professional services and/or training material provided are in line with current best practice and / or operational framework? Please describe below.

Detail of the 5 largest contracts or projects undertaken by the insured.  
Project description

Fee Income Derived

Date Completed

	\$	
	\$	
	\$	
	\$	
	\$	

## 5. Employee Information

Please provide the following details for each insured's principles, partners, directors and key staff who will be conducting your Professional Services.

Name	Age	Qualification / Date Qualified	Yrs Experience

## 6. Human Resource & Management Controls

The following section will help us determine the risk controls in place.  
Please indicate Yes or No as required or describe below.

Do you distribute employment handbook/policies to all employees at the commencement of their employment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you always check reference of potential employees or contractors including Police and (WWC) Work With Children Checks?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you seek legal advice or opinion prior to terminating any employees employment contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have a documented process in dealing with internal handling and resolution of complaints made by employees?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you have a written workplace policies and/or manual in relation to: a) discrimination b) equal opportunity c) sexual harassment d) termination of employment. If "No" to a), b), c), d) – please provide below ways in which the company would manage this process.	Yes <input type="checkbox"/> No <input type="checkbox"/>

## 7. Fidelity Controls

The following section will help us determine the risk controls in place.  
Please indicate Yes or No as required or describe below.

Do you segregate duties so that no one individual can control any of the following activities from commencement to completion without referral to others?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signing cheques, preparing cheque requisitions, reconciling bank statements or issuing funds transfer instructions above \$5,000?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refund of Monies or return of goods above \$5,000?	Yes <input type="checkbox"/> No <input type="checkbox"/>

## 7. Fidelity Controls continued

Reconciling bank statements or corporate and/or company purchase credit cards? Yes  No

Is there an annual independent physical count or audit of stock or services that is reconciled against inventory stock and/or work completed? Yes  No

If "No" to any of above, please provide ways in which the company would manage or minimise risk of employee dishonesty and misappropriation of monies.

## 8. Please complete section that is relevant to your business

### Film, Television or Video Production

The following section will help us determine the risk controls in place.

Please indicate Yes or No as required or describe below:

Feature Film Yes  No  Documentary Yes  No  Television Production Yes  No   
 Corporate videos Yes  No  Television Commercials Yes  No  Music Video Clips Yes  No   
 Private Event Yes  No  Other productions Yes  No  (please describe in detail below)

If annual cover required, please advise estimated number of productions during the next 12 month period	
Estimated number of filming days (excluding post production and editing)	
Estimated production budget:	
For annual period \$	One off or short term \$

Will the production involve the use of any of the following?

Fire, fireworks, pyrotechnics Yes  No  Stunts or explosions Yes  No   
 Aircraft, watercraft or motor vehicle Yes  No  Other Yes  No  please specify in detail below:

If "Yes" to any of the above, will this service be provided by a qualified and experienced contractor? Yes  No

Do you check adequacy of their Public and Products Liability and Workers Compensation insurance arrangement prior to engagement? Yes  No

### Performing Group, Dance or Drama School

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Total number of registered students?		Number of students per class	
How many classes per week?		How many teachers / supervisors per class?	

Do students participate in hazardous, strenuous or physical activities? If "Yes" please provide details below. Yes  No

Do all teachers and/or supervisors ensure adequate warm up and warm down after each class or session? Yes  No

### Music Group, Band or Entertainer

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Total number of musicians / performers?		Estimated number of performances during an annual period	
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Estimated attendance at each performance			
--	--	--	--

Do you hire the venue to stage your performance ? Yes  No

Or are you just booked to turn up and perform? Yes  No

### Concert or Event Organisers

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Event Dates: From: / / To: / /

Event Times: Start: Finish:

Is the event held: Indoor: Yes  No  Outdoor: Yes  No

Please describe nature of event or attached event program:

*If we are covering multiple events or concerts, we will require you to provide a separate schedule of events in order for us to review.*

Please advise if your event or concert will involve any of the following activities:

Live music / theatrical / dance / artistic performances Yes  No

Will any members of the public or audience participate in any sporting, acrobatic, hazardous activity Yes  No

Camping facilities available to patrons Yes  No  Motor-sport activities or displays Yes  No

Food or market stalls Yes  No  Amusement rides, devices or animal rides Yes  No

Fireworks or pyrotechnics displays Yes  No  The use of watercraft, aircraft or vehicle in your event Yes  No

### The following section will relate to risk management and controls in place

Do you have a risk management plan or safety procedures for your event or events? Yes  No

Please supply a copy, if available.

Will you be responsible for security? Yes  No

If you will be subcontracting security to a third party, please provide name of security company.

Do you check adequacy of their Public Liability and Workers Compensation insurance arrangement prior to engagement. Yes  No

Have you conducted a risk assessment to ensure security arrangement for your event will be adequate for the number of patrons you are expecting? Yes  No

Will you be selling or serving alcoholic beverage at your event? Yes  No

If "No" please continue to next section.

If "Yes" please describe below how you will manage this process and any regulatory requirements, you will have to meet.

Do you ensure all serving staff are RSA qualified? Yes  No

Who is responsible for the liquor license?

Will you be subcontracting out catering for your event? Yes  No

Do you check adequacy of their public liability prior to engagement? Yes  No

## Market Stall and Operators

The following section will help us determine the risk controls in place. Please indicate Yes or No as required or describe below.

Is your event an exhibition or market? Please provide detail of the number of stall you expect to have.

Will all stall holders or exhibitors carry their own liability insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you ensure all stall holders comply with council by-laws and/or food regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you checked all stallholders products to ensure they comply with Australian Standards or international equivalent?	Yes <input type="checkbox"/> No <input type="checkbox"/>

## 9. Declaration

### Detail of Your History

After investigation, have you or any principal, partner, or director, either alone or jointly with others ever, in the last 5 years:

Had any insurance declined or cancelled, application/proposal rejected, renewal refused, claim rejected, or special conditions imposed by an insurer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been charged with or convicted of any criminal offence? (excluding traffic offences)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been declared bankrupt or subject to any form of insolvency administration?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you have answered "Yes" to any of the above questions please provide full details:

How many years have you been in business/operation?	Years
In the previous 5 Years have You made any claim on any insurance for loss or damage or suffered any loss or damage which would be covered by this proposed insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you aware of any other incident(s) that have occurred in the last 5 years that may give rise to a claim against you?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you have answered "Yes" to any of the above questions, please fill in the table below:

Year of Claim	Description of Incident	Settled	Amount claim settled for
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Yes <input type="checkbox"/> No <input type="checkbox"/>	\$

## 10. Authority

I/We

- (a) declare that:
- (i) the answers and information given by me/us in this Proposal and any addendum are true and correct in all respects;
  - (ii) no information has been withheld that would affect Calliden's decision to accept this Proposal;
  - (iii) where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
  - (iv) I/we have read and understood the clauses detailed under the Important Notices section at the back of this Proposal;
  - (v) if there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required.
- (b) authorise Calliden and Arena Underwriting Pty Ltd to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.
- (c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the applicable Calliden/Arena Underwriting Pty Ltd policy wording.
- (d) acknowledge that Calliden and/or Arena Underwriting Pty Ltd , its agents and/or employees reserve the right to decline this proposal.

Proposer's Signature:

Date:                    /                    /

Proposer's Name:

Proposer's Title: