



Arena Underwriting Pty Ltd

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MUSICIANS/PERFORMERS LIABILITY INSURANCE PROPOSAL

(This proposal to be used for bands and performers/musicians booked to turn up and perform only)

IMPORTANT NOTICES

You must read the notices below. If you have any queries please contact your insurance broker.

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 or
- 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. Berkley Insurance Australia (BIA) authorises Arena Underwriting Pty Ltd (Arena) to collect this information on BIA's behalf and to use it for Arena's purposes. In addition BIA 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, BIA may not be able to provide you with insurance or may impose additional conditions on any cover provided. In accordance with BIA's privacy policy you may obtain access at any time to information that BIA or its service providers hold on you. If you would like to contact BIA about privacy, or would like to obtain a copy of the privacy policy you may do so online at www.berkleyinaus.com.au.

Taxation Information

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.

DETAILS OF THE INSURED

Name of Insured			
Postal Address			
Suburb		State	Postcode
Telephone Numbers	Home		Mobile
Email Address			

DETAILS OF THE PERFORMERS, MUSICIANS OR BAND

Name of Band/Performer/Musician:	Annual Turnover:
No. of Band Members:	
Cover to Commence	Cover to Expire

GENERAL HISTORY

Has any insurer ever declined to insure you or declined to renew any of your Insurances or asked that you agree to special terms or conditions? If yes, please supply details	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you aware of any circumstances which may give rise to a claim in the future? If yes, please supply details	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you carry out any activities outside of Australia? If yes, please supply details	Yes <input type="checkbox"/> No <input type="checkbox"/>

CLAIMS HISTORY

Have any claims been made against You in respect of Your legal liability for injury or damage in the past 5 years? If yes, please supply details			Yes <input type="checkbox"/> No <input type="checkbox"/>
Date of Incident	Nature of Injury/Damage	Amount of Claim	

EVENT DETAILS

Will your activities include the use of any of the following:	
Fireworks or pyrotechnic displays: Name of Fireworks Operator	Yes <input type="checkbox"/> No <input type="checkbox"/>
Use of Registered motor vehicles	Yes <input type="checkbox"/> No <input type="checkbox"/>
Use of Watercraft	Yes <input type="checkbox"/> No <input type="checkbox"/>
Use of Aircraft or hovercraft	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will you be directly responsible for the supply and set up of staging systems?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will you be conducting any rigging activities which require a rigger's ticket	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is there any temporary seating structures being used?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Who is responsible for supply, setting up and dismantling?	
If you have answered yes to any of the above, please provide details?	

CONTRACTORS - Do you use contractors/sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, what activities will your contractors carry out?	
Do you insist on your contractors/sub-contractors carrying their own public liability insurance? (This will be a condition of cover)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you obtain evidence of same?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you require liability cover for any of your contractors/sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, please provide details of contractors/sub-contractors you wish to have cover for in the below table.	
Business activities of contractor/sub-contractor you wish to provide liability cover for	Number of people involved

Have you entered into any Contracts or Agreement under which You have assumed liability for which You would not otherwise be liable, or under which You have waived Your legal rights of recovery (eg: hold harmless or indemnity agreements)	Yes <input type="checkbox"/> No <input type="checkbox"/>
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LIMIT OF COVER	
\$10,000,000	<input type="checkbox"/>
\$20,000,000	<input type="checkbox"/>

DECLARATION
<p>I/We declare that:</p> <ul style="list-style-type: none"> (i) The answers and information given by me/us in this proposal are true and correct in all respects and that no information has been withheld which would affect BIA's decision about accepting this insurance and (ii) Where answers in this Proposal are not my/own handwriting, they have been checked by me/us and I/we agree they are correct. (iii) I/we have read and understood the clauses detailed under the Important Notices section at the front of this proposal. (iv) If there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required. (v) I/we authorise BIA to give to, or obtain from other insurers or any 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. (vi) I/We understand that if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Arena Entertainment & Event Liability Policy. (vii) I/We further acknowledge that BIA, their agents or employees reserve the right to decline this proposal. <p>Proposer's Signature.....</p> <p>Proposer's Name & Title:.....</p> <p>Date:/...../.....</p>