

# PROPOSAL FOR EVENT PLUVIUS / MEASURED RAINFALL INSURANCE

Please note that failure to disclose all material information (i.e. Any information that would influence acceptance of the risks or terms applied) could invalidate your insurance cover. If you are in any doubt whether information is material, you should disclose it. **PLEASE USE BLOCK CAPITALS**

1.
  - 1.1 Name of Proposer(s): \_\_\_\_\_
  - 1.2 ABN: \_\_\_\_\_
  - 1.3 Street address of premises: \_\_\_\_\_
  - 1.4 What is the usual business of the Proposer(s)? \_\_\_\_\_
  - 1.5 In what year was the business established? \_\_\_\_\_
  - 1.6 You have the right to request that this Insurance be governed and construed in accordance with the law of the country most relevant to the subject matter and that the courts of that country will have jurisdiction in any dispute arising under, out of or in connection with the Insurance. Unless you choose otherwise the law of Australia will apply.

Do you accept the application of this law? YES  NO

If no, please state the law and court you consider should apply together with your reasons and the Underwriters will consider the possibility of applying that law.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.
  - 2.1 Title/Name and type of Performance(s) or event(s) to be insured.

Date	Venue	City/Country	Performance/Event	Stand-By-Dates (if any)

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2.2 Has this performance(s) or event(s) been held before? **YES**  **NO**

If yes, please provide the total amount of revenue generated for the last 5 years **regardless of whether the event has been disrupted or affected by rainfall;**

**Complete table below:**

Date	Venue	City/Country	Performance/Event	Total Revenue

2.3 What is the involvement of the Proposer(s) in the Performance(s) or event(s)?

**ORGANISER      PROMOTER      MANAGER      ARTIST      SPONSOR      OTHER**

If other, please give full details:

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2.4 For how many years has the Proposer(s) experience in this capacity? \_\_\_\_\_

3. Have written contracts been signed for the hire of the venue(s) shown in question 2? **YES**  **NO**

4. Have all other contractual arrangements necessary for the successful fulfilment of the performance(s) or event(s) been made and confirmed in writing, and have all licences and permits been obtained?

**YES**  **NO**  If no, please give full details: \_\_\_\_\_

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5. Please state the following:

COSTS INCURRED PER EVENT	REVENUE PER EVENT
<b>Total AUD</b>	<b>Total AUD</b>

5.1 Do these sums represent the full extent of your financial responsibilities/revenue to be generated?

YES  NO  If no, please give full details: \_\_\_\_\_

\_\_\_\_\_

5.2 Does any other party have a financial interest in these sums?

YES  NO  If yes, please give full details: \_\_\_\_\_

\_\_\_\_\_

5.3 Please state the Limit of Indemnity required and explain how this is calculated?

**AUD:** \_\_\_\_\_

\_\_\_\_\_

6. **BASIS OF COVER REQUIRED** (amount of rainfall and time period)

a. Rainfall Amount: \_\_\_\_\_ (mm)

b. Period From: \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

7. Has the performance(s) or event(s) (under the present or any other management) OR has the proposer suffered any incident that could have resulted or did result in financial loss that would be covered under the proposed insurance?

YES  NO  If yes, please give full details: \_\_\_\_\_

\_\_\_\_\_

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8. Are you aware of any matter, fact, circumstance or incident existing or threatened **other than rainfall** that could possibly affect the performance(s) or event(s) and might result in a claim under the proposed insurance?
- YES  NO  If yes, please give full details: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
9. Loss payee (if other than proposer stated in question 1): \_\_\_\_\_
10. Conditions of Quotation : Any quotation provided by Underwriters as a result of this Proposal and any supporting information will be subject to:
- 10.1 Final acceptance by the Proposer(s) and then Underwriters prior to the acceptance date shown in the quotation, after which the resulting insurance cannot be cancelled.
- 10.2 The Proposer(s) undertaking to advise Underwriters of any change in the supporting information or additional information that should be supplied to make this proposal current, occurring prior to the inception date of any insurance subsequently issued.
- 10.3 Underwriters having no obligation to accept the risk if there has been any happening or circumstance, whether advised by the Proposer(s) or otherwise, arising prior to acceptance by Underwriters which increases or could increase the possibility of a loss or in any way materially alters the risk as quoted. However Underwriters at their sole discretion may decide to provide an alternative quotation.
- 10.4 The Proposer(s) having declared all material facts likely to influence a reasonable Underwriter in determining whether or not to accept the risk, the premium and / or the terms, conditions, exclusions and limitations.
- 10.5 (a) The Proposer(s), if acting on behalf of others, being deemed to have obtained and declared all the information provided after making enquiry of each of them.
- (b) Any intermediary(s) acting on behalf of any parties referred to in 15.5 (a), being deemed to have obtained and declared all the information provided after making inquiry of the party(ies) for whom they act.
- (c) The Proposer(s) accepting the quotation doing so on behalf of all others and accepting responsibility for payment of the premium as detailed in 15.7 below.
- 10.6 The Proposer(s) undertaking that no other insurance has been purchased on this specific risk and none shall be without Underwriter'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 Underwriters.
- 10.7 The Proposer(s) paying the premium with acceptance of the quotation. If (in accordance with 15.1 and 15.3 above) Underwriters do not accept the risk, the premium will be returned.

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## DECLARATION

To the best of my/our knowledge and belief and having diligently made all necessary inquiries the information provided in connection with this proposal, whether in my/our own hand or not, is true and I/we have not withheld any material facts. I/We understand that non-disclosure or misrepresentation of a \*material fact will entitle Underwriters to void the Insurance.

**NOTE:** \* A material fact is one likely to influence acceptance or assessment of this Proposal by Underwriters: if you are in any doubt as to what constitutes a material fact you should consult your Broker.

It is understood that the signing of this Proposal does not bind the Proposer(s) to complete or Underwriters to accept this Insurance, but the Proposer(s) agree that, should a contract of insurance be concluded, this Proposal and any supporting information shall be incorporated into and form the basis of the contract.

I/we the Proposer(s) accept these conditions as the Proposed Assured or agent of the Proposed Assured and that any subsequent insurance will become null and void if any of the foregoing conditions are breached.

### Declared and signed by

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_