

## Event Liability Application

All questions are to be answered. If insufficient space, please attach additional information.

Details of the Applicant	
Name of Insured	
Postal Address	State Postcode
Contact Numbers	Phone No. ( ) Fax No. ( )
Email Address	
Tax Status	Do you have an ABN? Yes <input type="checkbox"/> No <input type="checkbox"/> ABN
Details of the Event	
Name of Organiser / Promoter (if different to Insured)	
Name of Event	
Description of Event	Theatre Production <input type="checkbox"/> Festival <input type="checkbox"/> Concert <input type="checkbox"/> Conference <input type="checkbox"/> Sporting Event <input type="checkbox"/> Other:
Your Business Activities at the Event	
Location of Event	
Dates of Event	From <input type="text"/> am/pm <input type="text"/> / <input type="text"/> / <input type="text"/> To <input type="text"/> am/pm <input type="text"/> / <input type="text"/> / <input type="text"/> <b>Note: Please attach a full schedule of all events/performances including venue capacities and a floor plan where available.</b>
Is cover required for Bump In and Bump Out (Set Up and Clean Up) of the event? If yes, please advise:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bump In: From <input type="text"/> am/pm <input type="text"/> / <input type="text"/> / <input type="text"/> To <input type="text"/> am/pm <input type="text"/> / <input type="text"/> / <input type="text"/>	
Bump Out: From <input type="text"/> am/pm <input type="text"/> / <input type="text"/> / <input type="text"/> To <input type="text"/> am/pm <input type="text"/> / <input type="text"/> / <input type="text"/>	
Number of Performances	Is the event being held Indoors <input type="checkbox"/> Outdoors <input type="checkbox"/>
Estimated number of attendees/delegates	Overall <input type="text"/> Per Performance <input type="text"/>
Will the event have pre designated attendees with allocated seating?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the event meet all necessary safety requirements? (ie. Fire Extinguishers, Marked Exits, Smoke Detectors, etc)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is alcohol available at the event? If "yes", is it supplied by the organiser?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Is entertainment performed at the event? If "yes", please provide details of all performers by group/individual name and type of performance/entertainment provided:	Yes <input type="checkbox"/> No <input type="checkbox"/>
<input type="text"/>	
<input type="text"/>	
<input type="text"/>	

## Broadform Liability

1. What Limit of Indemnity is required? (minimum \$10,000,000) \$ \_\_\_\_\_

2. Third Party Interests - Please advise the interests of all third parties to be noted on this policy (Eg. Principals):  
**Note: "Third Party & Principals" mean any person/organisation that you have entered into a contract/agreement with and as part of that contract/agreement they are required to be named on your policy.**

**Important: If as part of your business activities you provide professional instruction or advice we strongly recommend you consider professional indemnity/association liability/directors and officers insurance.**

3. What risk management strategies/plans are in place for the event?


4. Will you be responsible for other parties property/equipment?

Yes  No

If "yes", please advise the type of property/equipment and the value:

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5. Will there be medical staff present at the event?

Yes  No

If "yes", please provide details:

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6. Will Police and/or Security be present at the event?

Yes  No

If "yes", please provide numbers/details:

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7. Are there marquees, staging structures, food/beverage stalls within the grounds of the event?

Yes  No

If "yes", please attach a floor plan/diagram

8. Are there fireworks or pyrotechnics at the event?

Yes  No

If "yes", please complete the following questions:

a) List the names of individuals involved in fire works display and their experience

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b) Do they hold a current liability policy?

Yes  No

c) Describe fire fighting equipment used on site

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d) Will there be licensed, approved staffed ambulance on site during all fireworks displays?

Yes  No

If "no", how far is the nearest medical facility?

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e) Have you displayed fireworks before?

Yes  No

If "yes", please describe any claims or losses that have occurred and the amount of the loss:

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f) What is the size of the largest shell to be fired?

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g) What is the value of the display?

\$
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h) List all safety precautions used? (Eg. Distance between displays and spectators)

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<p>9. Do you intend employing contractors? (ie. Show Ride Operators, Security, Bands, Entertainers, etc)</p> <p>If "yes", please provide details:</p> <input type="text"/> <p>a) Do these contractors have their own Liability Insurance?</p> <p>b) What evidence of this insurance is required?</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>10. Are you always named as a "Principal" on contractors and/or sub-contractors liability policies?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>11. Are there any other activities taking place during the event that the Insurer should know about?</p> <p>If "yes", please provide details:</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

### General Information

If you answer "yes", to any questions below, please provide full details including Insurer, Dates and Amount in \$'s (where relevant)

<p>1. Are you or have you previously been insured against any of the proposed insurance risks?</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Do you hold any policies via Marsh Pty Ltd?</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Has this event been held before?</p> <input type="text"/> <p>If "yes", was the event successful or did the organiser/promoter suffer a financial loss as a result of the event?</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>4. Have all necessary and appropriate arrangements been made including the signing of all necessary contracts, booking suitable venues, obtaining licences, visas and permits for the fulfilment of the event?</p> <p>If "no", please provide details:</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>5. Have you in the past 5 years:</p> <p>a) made any claim(s) against an Insurer for loss or damage?</p> <input type="text"/> <p>b) suffered any loss or damage which would have been covered by the proposed insurance policy?</p> <input type="text"/> <p>c) had any insurance declined or cancelled, proposal/application rejected, renewal refused, claim rejected, special conditions or excess imposed by an Insurer?</p> <input type="text"/> <p>d) been convicted of any criminal offence (other than minor traffic convictions)?</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>6. Have you or any intended Insured under this policy been declared bankrupt?</p> <input type="text"/>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

<p>7. Does your organisation enter into any contracts?  a) If yes, have you assumed liability for negligence of other parties in these contracts?</p> <p><b>Please Note: Often there are conditions in contracts under the heading of “Indemnities” which can impact on your liability coverage. You may be asked to indemnify the other party if a claim is made against them as a result of the contract. Providing this is restricted to claims arising out of your negligence, your policy may protect you. However, if it is as a result of the other party’s negligence, your policy will not protect you. Before you sign any contract, have it checked by a solicitor and also your insurance provider to ensure you are protected.</b></p> <p>b) If yes, please attach a copy of your contract(s) to this application form</p>	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>8. Is there any other information within your knowledge that is likely to affect the Insurer’s decision in considering this risk?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>9. Are you domiciled* in the United States (*Domicile is defined as the country where you are legally incorporated or have your primary place of business)?</p> <p>a) If yes, does Marsh place insurance, or consult on policies covering your property or operations that are situated in the United States?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>10. Have all questions on this application form been answered?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

### Other Insurances Available

Marsh Pty Ltd offer a range of insurance products which include specific Event Insurance Packages. These packages include but are not limited to, cancellation, weather and non appearance insurance, liability, general property, money and voluntary workers insurance.

Should you require further information on any of these insurances, please contact our office.

# Important Notices

## Disclosure

### Your Duty of Disclosure – contracts of general insurance subject to the Insurance Contracts Act

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 matters:

- that diminish the risk to be undertaken by the insurer,
- that are of common knowledge,
- that your insurer knows or, in the ordinary course of its business, ought to know, or
- 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 its 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.

**Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.**

## Disclosure – Subsidiary & Associated Companies

Your Duty of Disclosure – Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

## Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the insured may permit the insurer to refuse to pay a claim or to cancel the policy or both.

## Change of Risk or Circumstance

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location,
- new products or services, or
- new overseas activities.

If you are in doubt as to whether to notify your insurer of a change in business operations, please consult Marsh.

**Please note that your duty to disclose applies also when you amend, alter, vary or endorse a policy.**

## Subrogation

Some policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss.

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

If you have such agreements, we may be able to negotiate with the insurer to permit them and therefore we request you advise Marsh of their existence.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. If you are in doubt, please consult Marsh.

## Un-named Parties

Most policy conditions will exclude indemnity to other parties (eg. mortgagees, lessors, principals, etc.) unless their interest is properly noted on the policy.

If you require the interest of a party other than the named insured to be covered, you must specifically request this.

## Privacy Notice

Marsh Pty Ltd ("Marsh") and the insurers that Marsh place your insurance with ("Insurer") are bound by the requirements of the Privacy Act 1988 as amended by the Privacy (Private Sector) Act 2000 ("the Act"), which sets standards on the collection, use, disclosure and handling of personal information.

Personal information is essentially information about individuals where the individual can be identified. It may include information such as your name, contact details, age, insurance history or financial details. Sensitive Information is a particular kind of personal information and includes information about an individual's health; racial or ethnic origins; membership of political, professional or trade associations; political opinions or philosophical or religious beliefs; criminal record; or sexual preferences.

Marsh and your insurers disclose personal information to third parties both in Australia and overseas, where it is believed necessary for us to provide our services to the professional standard you expect. These parties may include (but are not limited to) insurers, reinsurers and other intermediaries. All parties may also disclose this information, as needed, to employers, health workers, investigators, lawyers, loss adjusters and to government departments if required by law to do so.

Where practical, information will be collected from individuals directly, however sometimes it may be collected indirectly by way of a representative. When you give Marsh or your Insurer personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

Where required you can access the personal information you provided to Marsh, and we can also facilitate you accessing the information supplied to your insurers through us by contacting:

The Privacy Officer  
Marsh Pty Ltd  
ABN 86 004 651 512  
PO Box H176  
Australia Square NSW 1215  
Tel 02 8864 7688  
Email [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com)

### Inadequate Space to Answer

If there is inadequate space to answer our General Information or other questions or you need to disclose something to us because of your Duty of Disclosure, please attach a separate piece of paper to this application giving full details of additional information.

### Important Information

This application does not bind the applicant nor the Insurer. Once cover is effected, this application will be attached to and become part of the policy and the insurance contract. The applicant agrees that if the information supplied of this application form changes between the date of this application and the time when the policy is issued, the applicant will immediately notify the Insurer of such changes.

## Declaration and Signature

The Important Notices above have been read by me/us.

All answers and statements made in this application are true and accurate in every respect and no information has been withheld which is likely to affect your decision about accepting this insurance.

I acknowledge you reserve the right to decline any application.

Applicant's Signature

Date

Applicant's Title