

Entertainment Industry Liability Proposal - Performer's Liability

The Insured

Full name of proposed insured including subsidiaries:

1.	Your (company) Name:				
2.	Registered for GST: Yes <input type="radio"/> No <input type="radio"/>	3.	ABN:		
4.	Contact Name:	6.	Contact Number:		
5.	Email Address:	7.	Mobile Number:		
8.	Street Address:	9.	Suburb:	10.	P'Code:
				11.	State:

Business Description

12.	Please provide full details of what your business entails:				
13.	Do you undertake any work outside of Australia and New Zealand?			Yes <input type="radio"/>	No <input type="radio"/>

Do you require cover for:

14.	Annual / Multiple Event Liability	Yes <input type="radio"/>	No <input type="radio"/>	If Yes, Complete section A
15.	Performer's Liability	Yes <input type="radio"/>	No <input type="radio"/>	If Yes, Complete section B
16.	Film / TV / Video Production Liability	Yes <input type="radio"/>	No <input type="radio"/>	If Yes, Complete section C
17.	Sound / Lighting / Production Hire Liability	Yes <input type="radio"/>	No <input type="radio"/>	If Yes, Complete section D
18.	Specific / Single Event Liability	Yes <input type="radio"/>	No <input type="radio"/>	If Yes, Complete section E

Turnover

19.	Estimated annual turnover for the forthcoming period:	\$ _____
20.	Estimated wages for the forthcoming period:	\$ _____
21.	Details of Employee Activities:	
22.	Do you use Volunteers?	Yes <input type="radio"/> No <input type="radio"/>
	If so, please provide details of Volunteer Activities below:	
23.	Do you engage Subcontractors?	Yes <input type="radio"/> No <input type="radio"/>
24.	If so, please provide: Estimated Subcontractor payments for the forthcoming period:	\$ _____
25.	Details of Subcontractor Activities below:	

26.	Do you ensure that all Subcontractors, contractors and all other service providers provide: Proof of their own Public Liability Insurance?	Yes <input type="radio"/>	No <input type="radio"/>
27.	Documented evidence such as a certificate of currency?	Yes <input type="radio"/>	No <input type="radio"/>
28.	Do you use Labour Hire? If so, please answer: (Question 25 and 26)	Yes <input type="radio"/>	No <input type="radio"/>
29.	Estimated Labour Hire payments for the forthcoming period:	Yes <input type="radio"/>	No <input type="radio"/>
30.	Details of Labour Hire activities below:		

Amount of Indemnity Required

31.	\$10 million <input type="radio"/>	\$20 million <input type="radio"/>	Other <input type="radio"/> \$ _____
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Risk Management

32.	Are you aware of all industry rules, regulations and standards applicable to your business activities?	Yes <input type="radio"/>	No <input type="radio"/>
33.	Will there be any use of fireworks / pyrotechnics?	Yes <input type="radio"/>	No <input type="radio"/>
34.	Are you compliant with existing industry rules, regulations and standards applicable to your business activities?	Yes <input type="radio"/>	No <input type="radio"/>

Annual Event Liability (Section A)

35.	Number of annual Events?	Yes <input type="radio"/>	No <input type="radio"/>
36.	Estimated maximum attendance of any single Event?	Yes <input type="radio"/>	No <input type="radio"/>
37.	Type of Events you are involved with?		

If you are the Promoter or Principal of the Event, you are essentially the 'owner' of the Event and retain any profits earned as a result of holding this Event. If you are only the Event Organiser, Coordinator or Manager, you are usually just paid a fee by the Promoter or Principal of the Event to organise the Event on their behalf.

38.	What is your role in the Event:	<input type="radio"/> Promoter	<input type="radio"/> Principal	<input type="radio"/> Production Manager
	<input type="radio"/> Event Coordinator	<input type="radio"/> Event Organiser	<input type="radio"/> If other, please specify:	

Annual Event Liability (Section B)

If you are the Promoter or Principal of the Event, you are essentially the 'owner' of the Event and retain any profits earned as a result of holding this Event. If you are only the Event Organiser, Coordinator or Manager, you are usually just paid a fee by the Promoter or Principal of the Event to organise the Event on their behalf.

39.	What is your role in the Event:	<input type="radio"/> Promoter	<input type="radio"/> Principal	<input type="radio"/> Production Manager
	<input type="radio"/> Event Coordinator	<input type="radio"/> Event Organiser	<input type="radio"/> If other, please specify:	

Film Liability (Section C)

40.	Is this a one-off production?	Yes <input type="radio"/>	No <input type="radio"/>
41.	Title of production?		
42.	Period of shoot from:		
43.	Period of Shoot to:		
45.	Production Type?	<input type="radio"/> TVC (Television Commercial)	<input type="radio"/> Feature Film
		<input type="radio"/> TV Series	
	<input type="radio"/> Short Film	<input type="radio"/> Music Video	<input type="radio"/> Corporate Video
		<input type="radio"/> Other	

46. List filming locations and exact dates spent at each location

Location	Arrival Date	Departure Date

47.	Name and Address of Venue:	
48.	Proposers estimate of total production costs?	\$ _____
49.	Describe stunts, scenes involving animals, motor cycles, special vehicles watercraft, aircraft, explosives, pyrotechnics, use of trains / railroad or any other hazardous activities (attach copy of safety report):	
50.	Have you entered into any contracts with third parties?	Yes <input type="radio"/> No <input type="radio"/>
	If yes, please provide details below:	

Sound / Lighting Liability (Section D)

51. List filming locations and exact dates spent at each location:

Please indicate % of Turnover (must add up to 100%)	Percentage of Turnover
Hire of sound / lighting equipment with employees operating:	
Relating to dry hire of sound / lighting:	
Sale of sound / lighting equipment:	
Installation of sound / light equipment:	
Repairs to sound / lighting equipment:	
Hire / set up / installation of portable staging:	
Rigging other persons equipment:	
Other (please specify): <input type="radio"/>	Total Turnover

52.	Do you hire equipment in? <i>If yes, please provide details below:</i>	Yes <input type="radio"/>	No <input type="radio"/>
53.	Maximum Value of hired equipment?	\$ _____	
54.	Estimated percentage of work undertaken at heights in excess of 3 metres?		
55.	Maximum height worked at?		
56.	Type of platform being worked from, i.e. ladder, boom lift, scissor lift?		

Specific Event Liability (Section E)

57.	Name of Event:
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58.	Type of Event to be insured:	<input type="radio"/> Festival / Fair	<input type="radio"/> Product Launch	<input type="radio"/> Conference / Exhibition
		<input type="radio"/> Dance Party	<input type="radio"/> Ball / Dinner	<input type="radio"/> Concert
				<input type="radio"/> Other (please specify below)

59.	Name and Address of Venue:
60.	Full description of the Event: (Please attach itinerary / programme of the Event including artists / performers, times, etc).

61.	Start Date:	Start Time:	Finish Date:	Finish Time:
	Bump in Date:	Bump out Date:		

62.	Where is the Event being staged? <i>Please attached a layout / diagram of the set-up of the Events.</i>
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63.	Licensed capacity of the venue:		
64.	Have you signed a venue contract? <i>If yes, please provide a copy</i>	Yes <input type="radio"/>	No <input type="radio"/>

If you are the Promoter or Principal of the Event, you are essentially the 'owner' of the Event and retain any profits earned as a result of holding this Event. If you are only the Event Organiser, Coordinator or Manager, you are usually paid a fee by the Promoter or Principal of the Event to organise the Event on their behalf.

64.	What is your role in the Event:	<input type="radio"/> Promoter	<input type="radio"/> Event Organiser	<input type="radio"/> Production Manager
		<input type="radio"/> Principal	<input type="radio"/> Event Coordinator	<input type="radio"/> Other (please specify)

65.	What is the estimated attendance for the Event?	\$ _____	
66.	Will alcohol be sold / supplied during the Event?	Yes <input type="radio"/>	No <input type="radio"/>
67.	Are you responsible for the sale / supply of food and drink?	Yes <input type="radio"/>	No <input type="radio"/>
68.	Do you hold the appropriate licenses for such activities?	Yes <input type="radio"/>	No <input type="radio"/>

69.	How many market stalls will be at the Event?				
70.	Details of stall holders and the type of products they will be selling?				
71.	Do you ensure stallholders carry their own liability insurance?			Yes <input type="radio"/>	No <input type="radio"/>
72.	Will a stage/s be used at any time during the Event?			Yes <input type="radio"/>	No <input type="radio"/>
73.	Please provide dimensions:	Height:	Width:	Length:	
74.	Is the stage a temporary structure?			Yes <input type="radio"/>	No <input type="radio"/>
75.	Who will provide and set up the stage/s?				
76.	Have you staged similar Events in the past?			Yes <input type="radio"/>	No <input type="radio"/>

Statutory Liability Extension

The Statutory Liability and Errors & Omission is an Extension to the Policy and is 'Claims Made' insurance. This means that the extension covers you for any claims made against you and notified to the insurer during the period of insurance.

This extension does not provide cover in relation to:

- Acts, errors or omissions that occurred prior to the retroactive date (if one is specified) in the policy;
- Any claim made, threatened or intimated against you prior to the commencement of the period of insurance;
- Any claim or fact that might give rise to a claim, reported or which can be reported to an insurer under any insurance policy entered into before the commencement of the period of insurance;
- Any claim or fact that might give rise to a claim, noted in this proposal or any previous proposal;
- Any claim arising out of any fact you are aware of before the commencement of the period of insurance;
- Any claim made against you after the expiry of the period of insurance.

However, the effect of Section 40(3) of the Insurance Contracts Act 1984 (Cth) is that where you become aware, and notify us in writing as soon as is reasonably practicable after first becoming aware but within the period of insurance, of any facts which might give rise to a claim against you, any claim which does arise out of such facts shall be deemed to have been made during the period of insurance, notwithstanding that the claim was made against you after the expiry of the period of insurance. There are over 5000 legislative provisions in Australia that cater for civil penalties, and fines for Occupational Health and Safety breaches can be as high as \$550,000. Statutory Liability cover is a cost effective extension of this policy that helps to protect you against these fines and penalties. It also provides for expert legal assistance in defending civil fine actions.

77.	Is a Statutory Liability quote required?	Yes <input type="radio"/>	No <input type="radio"/>
78.	Have you had any fines or penalties in the last five (5) years?	Yes <input type="radio"/>	No <input type="radio"/>

If yes, please provide details below:

Dates of Fine	Amount	Offence

Claims and/or Loss Experience

79.	Have you had any insured and/or uninsured claims in the last five years?	Yes <input type="radio"/>	No <input type="radio"/>
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If yes, please provide details below

Dates	Claims Reported	Amount paid & Outstanding	Applicable Deductible	Description of loss/claim	Insurer

80.	After investigation, is the Proposer aware of any circumstances which could give rise to a claim under a previous policy?	Yes <input type="radio"/>	No <input type="radio"/>
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If yes, please provide details:

81.	Has any Insurer ever refused to provide terms or offer renewal terms to the Proposer or has any insurance held by the Proposer ever been voided or cancelled by an Insurer?	Yes <input type="radio"/>	No <input type="radio"/>
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82.	Has the Proposer ever had any entitlements to indemnity under any Insurance Policy declined or, otherwise affected due to non-disclosure, misrepresentation or breach of a policy provision?	Yes <input type="radio"/>	No <input type="radio"/>
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If yes, please provide details:

Duty of Disclosure

Each person(s) or entity named as the Insured has this duty of disclosure. If you do not tell us about any information which may be relevant to accepting this insurance, this may result in the refusal or reduction of claims or the cancellation of this policy.

a.	In the past 10 years have you or any Insured person/business/corporation/director had any insurer decline any proposal from inception or decline any claim, cancelled or refused to renew a policy or imposed special conditions?	Yes <input type="radio"/>	No <input type="radio"/>
b.	In the past 10 years have you or any Insured person/business/corporation/director ever been declared bankrupt or involved in any form of insolvency administration and not been discharged for at least one year?	Yes <input type="radio"/>	No <input type="radio"/>
c.	In the past 10 years have you or any Insured person/business/corporation/director been convicted or have charges pending, for any criminal offence, including arson, or involving dishonesty of any kind?	Yes <input type="radio"/>	No <input type="radio"/>
d.	Have you ever had a non-motor vehicle loss, whether insured or not, in excess of \$20,000?	Yes <input type="radio"/>	No <input type="radio"/>
If Yes, Please provide details:			
e.	Do you authorise us to give to, or obtain from, other insurers or any reference service, any information relating to insurance held by you or any claim in relation thereto?	Yes <input type="radio"/>	No <input type="radio"/>
f.	Are you aware of any matter, not covered above, that may be relevant to the insurers decision whether to insurer you, & if so, on what terms?	Yes <input type="radio"/>	No <input type="radio"/>
If Yes, Please provide details:			
g.	After investigation, are you aware of any circumstances which could give rise to a claim under this insurance Policy and which are not mentioned above? If yes, please provide details (by email or in writing if submitting this form by fax or post).	Yes <input type="radio"/>	No <input type="radio"/>
h.	In the past 5 years have you or any Insured person/business/corporation/director ever suffered a claim, received notification of intent to claim, or are you aware of any circumstances that could lead to a claim under the Professional Liability Endorsement or Sexual Molestation Endorsement sections of this proposed Insurance Policy. If yes, please provide details by email or in writing.	Yes <input type="radio"/>	No <input type="radio"/>
i.	I/we agree the Privacy Policy Statement (available on our Website is acceptable (Must click Yes to proceed).	Yes <input type="radio"/>	No <input type="radio"/>

Privacy Notice and Client Acknowledgement/ Signature

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information. You can also refer to our Privacy Policy available on our website www.insuranceadviser.net or by contacting us for more information about our privacy practices including how we collect, use or disclose information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

I/We Acknowledgement that:

- All answers and statements made in the coverage summary forming part of this Insurance Proposal are true and accurate in every respect
- No information has been withheld which is likely to affect an insurer's decision about rating or accepting my/our insurances.
- The Insurer reserves the right to decline my application
- This acknowledgement will be relied upon by the insurer and/or Able Underwriting Pty Ltd.

Signature:

Date:

Name:

Position:

SUBMIT

PRINT