



ASR Underwriting Agencies

Proposal Form

LIABILITY INSURANCE

SHORT TERM / SPECIAL EVENT

Arranged through ASR Underwriting Agencies Pty Ltd Underwritten by Certain Underwriters at Lloyd's

IMPORTANT NOTES

PLEASE READ THESE GUIDANCE NOTES BEFORE COMPLETING THE PROPOSAL FORM. WHERE FURTHER INFORMATION IS REQUIRED PLEASE ATTACH IT TO THIS PROPOSAL FORM. This proposal must be typed, or completed in ink and signed and dated by such person (Proposer/You/Your) who must be of legal capacity and authorised by the Proposer to seek a quotation for Liability Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number. It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of Your Proposal. Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer.

YOUR DUTY OF DISCLOSURE

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something: If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

PRIVACY

We are committed to protecting your privacy. We use the information you provide to us to assist with your insurance needs. We provide your information to insurance underwriters, brokers and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to certain Underwriters at Lloyd's when we are seeking insurance terms from them, or to reinsurers who are located overseas. We also supply your information to the providers of our policy administration and underwriting systems that help us to maintain our products and services. You will be advised where those companies are located at the time any advice is given to you. We do not trade, rent or sell your information. If you do not provide us with full information, we cannot properly seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy by telephone to our Privacy Officer on 07 3442 3301 or visit our website www.asruw.com.au

EXCESS

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against You including defence costs. We will let You know when the excess is payable.

YOUR LEGAL LIABILITY

If you take out a Liability cover section, the financial risk of court awards through litigation is ever increasing and we recommend that You select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability, when you take out a Liability cover section.

WAIVER OF RIGHTS

If You have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should You now be a party to such an agreement or be requested to enter such an agreement in the future, please advise your Broker in writing so we may notify the Insurer.

RISK SURVEY

Acceptance of the proposed risk may be subject to a survey to be carried out by or on behalf of the Insurers. In the event that the survey results in findings of misrepresentation, Insurers may be able to decline any potential claim. Please note that by carrying out a site survey and report any ensuing requirements &/or recommendations shall not constitute any undertakings on the part of the Insurers or others to determine or warrant that the premises surveyed are safe, fit or compliant with any Federal, State, Local Government law, statute, by-law, rule, regulation, building code or the like.

BROKER DETAILS

| | | | |
|---------------|--|--------------|--|
| Broker Name | | Contact Name | |
| Phone Number | | Fax Number | |
| Email Address | | | |

LIABILITY COVER REQUIREMENTS

| | | | | | |
|---|--|--|--|---|----------|
| <input type="checkbox"/> General liability only | | <input type="checkbox"/> Liquor liability only | | <input type="checkbox"/> Liquor and general liability | |
| Full name of insured(s) | | | | | |
| Additional insured(s) | | | | | |
| Mailing address | | | | | |
| | | | | State | Postcode |
| Contact name | | | | | |

EVENT INFORMATION

Describe event (please also list the website address and attach any brochures or additional information)

| | | | | | | | |
|-------------------|-----|------|---|-------------|----------|------|---|
| Location of event | | | | State | Postcode | | |
| Effective date | / / | Time | : | Expiry date | / / | Time | : |

Please provide the following information about daily activities and estimated attendance (attach separate sheet if required for event beyond 3 days or to provide more detail).

| | Estimated total | Main activity attendance | Other activity attendance |
|-------|-----------------|--------------------------|---------------------------|
| Day 1 | | | |
| Day 2 | | | |
| Day 3 | | | |

Gross revenue for event (break down by ticket sales, liquor sales etc.)

| Activity | Gross revenue | Activity | Gross revenue |
|----------|---------------|----------|---------------|
| | \$ | | \$ |
| | \$ | | \$ |
| | \$ | | \$ |

Name of who is providing food and/or drink or other

If products coverage is desired for food served or for concession stands, please indicate kind of food served, by whom and type of concession.

If other than the applicant, is a certificate of insurance provided? Yes No

Name of insurer

Will there be alcohol served at any of the activities? If yes, please complete the highlighted questions. Yes No

| | | | | | | | |
|--|--|------|---|----|-----|------|--|
| Type of function where alcohol is being served | | | | | | | |
| From | / / | Time | : | To | / / | Time | : |
| Location of function | | | | | | | |
| Who is designated to handle: | Impaired patrons who arrive at your function | | | | | | |
| | Patrons who fight | | | | | | |
| | Patrons who become disruptive and abusive | | | | | | |
| | Patrons who are obviously impaired who leave your function (alone) | | | | | | |
| If third party responsible for liquor, confirm there is a legal liability policy in force and a certificate issued with the applicant named as additional insured. | | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

EVENT INFORMATION

What is your experience producing this type of event?

Will any grandstands or temporary seating be used?

Yes No

If yes, confirm the construction

Capacity

General condition

Describe safety measures ie. parking, traffic, security, supervision, first aid, evacuation.

Describe measures in place in respect to evacuation/missing persons precaution for children, as well as any i.d. procedures if there are designated children's areas.

General comments

Has any insurance company declined, cancelled or refused to issue coverage on your behalf? If yes, provide details.

Yes No

Previous carrier

Premium

\$

Limit of liability requested

\$

Loss history

DECLARATION – your duty of disclosure

Please note that this is an application only. It does not constitute an insurance policy. Insurance shall become effective only on issuance of a policy or written binder specifically authorised by the company or agency. Quotation will be based upon the information provided and applicant warrants information provided

I confirm that:

I understand that the duty of disclosure applies to all insured(s). The answers are provided on behalf of all persons/entities comprising the insured(s).

Authorised signatory

Dated

/ /

Name of signatory

Position

CANCELLATION CHARGES

If we are requested to cancel the policy, we will charge the following short period rate premiums. We will hold you and or your insurance intermediary liable to pay these amounts

Within 1 month of inception: 25% of the quoted premium

Within 2 months of inception: 20% of the quoted premium

Within 3 months of inception: 15% of the quoted premium

Thereafter at terms to be agreed with underwriters