

Proposal for Lloyd's Contingency Non-Appearance & Cancellation Insurance

PLEASE ANSWER ALL QUESTIONS FULLY AND TICK RELEVANT BOXES. IF THERE IS INSUFFICIENT SPACE TO ANSWER
QUESTIONS FULLY IN THE SPACE PROVIDED PLEASE USE A SEPARATE SHEET OF PAPER WHICH MUST BE SIGNED AND DATED.

- 1**
- 1.1) Name of Proposer(s). (Any proposer acting for others is referred to 'Conditions of Quotation 15.5' at the foot of this form and the need to enquire of all others before answering).
- 1.2) Address.
- 1.3) Telephone No. _____ Fax No. _____
- 1.4) What is the usual business of the Proposer(s)?
- 1.5) How long engaged therein?
- 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 England and Wales 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.

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- 2**
- 2.1) Title or name of performance(s) or event(s) to be insured.
- 2.2) Type of performance(s) or event(s) to be insured.
- 2.3) Has this performance(s) or event(s) been held before? YES _____ NO _____
If yes, give full details.
- 2.4) What is the involvement of the Proposer(s) in the performance(s) or event(s)?
Organiser _____ Promoter _____ Manager _____ Artist _____ Sponsor _____ Other _____
If other, give full details.
- 2.5) What is the extent of the Proposer(s) experience in this capacity?
- 2.6) Is the performance(s) or event(s) part of a larger production, promotion, series or tour?
If yes, give full details. YES _____ NO _____
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3 Date(s) and name of venue(s) of performance(s) or event(s).

Date Venue City/Country Performance/Event Stand-by dates (if any)

4 **NOTE: Please refer to the policy wording to determine the extent of coverage offered. The numbers in brackets relate to the optional perils specified in the policy wording.**

What perils are required?

(2.1) Death _____ (2.2) Accident & Illness _____ (2.3) Unavoidable Travel Delay _____

(2.4) Venue Damage _____ (2.5) National Mourning _____ (2.6) Other perils _____

NOTE: You only have to answer questions 5,6,7 and 8 if you have selected perils (2.1) and/or (2.2) and/or (2.3) for which losses will be restricted to persons to be insured whose Death, Accident, Illness, Unavoidable Travel Delay or failure to appear due to one of these perils could cause the cancellation or abandonment of the event.

5 **For the purposes of any insurance granted as a result of this proposal coverage shall be limited to those individuals detailed below and stated in the Schedule attached to the Policy. Underwriters may require any of the following individuals to undergo an independent medical examination.**

Persons to be insured	Date of birth	Participation/Role
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6 Has any provision been made for understudies, substitutes or stand-bys?
If yes, give full details. YES _____ NO _____

7 **The proposer shall consult the person(s) detailed in question 5 before answering the following.**

7.1) Is any person to be insured suffering from any physical, mental or medical condition?
If yes, give full details. YES _____ NO _____

7.2) Is any person to be insured undergoing any form of treatment, medical or otherwise?
If yes, give full details. YES _____ NO _____

- 7.3) Is any person to be insured following any prescribed regime, medical or otherwise?
If yes, give full details. YES _____ NO _____
- 7.4) Is any person to be insured aware of any matter, fact or circumstance or incident existing or threatened that could possibly affect the performance(s) or event(s) and might result in a loss under the proposed insurance?
If yes, give full details. YES _____ NO _____
- 7.5) Have any of the persons to be insured stated in question 5 any history of non-appearance?
If yes, give full details. YES _____ NO _____

8

- 8.1) What method of transportation will be used:-
- 8.1.1) by the person(s) to be insured?
- 8.1.2) for equipment or items essential to the performance(s) or event(s)?
- 8.2) Is the means of transportation to be used customised or adapted for the purpose?
If yes, is an alternative means of transportation available? YES _____ NO _____

9

- 9.1) Will any performance(s) or event(s) be held wholly or partly in the open air, a marquee or a temporary structure?
If yes, give details. YES _____ NO _____
- 9.2) Is the stage or area in which the performers work under cover?
If yes, give details. YES _____ NO _____
- 9.3) Is any venue listed in question 3 exposed to strong wind, flood or waterlogging?
If yes, give details. YES _____ NO _____
- 9.4) Would you like Underwriters to consider offering terms to include the effect of weather on outdoor performances or events not in a permanent structure?
YES _____ NO _____

10

- 10.1) Have written contracts been signed:-
- 10.1.1) for the hire of the venue(s) shown in question 3? YES _____ NO _____
- 10.1.2) for the appearance of all the persons shown in question 5?
If either is no, give full details. YES _____ NO _____

- 10.2) Have all other contractual arrangements necessary for the successful fulfillment of the performance(s) or event(s) been made and confirmed in writing?
If no, give full details. YES _____ NO _____
- 10.3) If the answer to question 10.2) is 'no' do you undertake to make all such remaining contractual arrangements in a prudent and timely manner and ensure they are confirmed in writing prior to the relevant performance or event? YES _____ NO _____
- 10.4) Have all necessary licences, visas and permits and authorisations been obtained?
If no, give full details YES _____ NO _____

11

- 11.1) Give details of budget and currency:-

Expenses	Amount	Gross Revenue	Amount
(1) Costs	_____	(1) Gate/ticket sales	_____
(2) Commitments	_____	(2) Programme sales	_____
(3) Guarantees	_____	(3) Merchandising	_____
(4) Fees	_____	(4) Fees	_____
(5) Commissions	_____	(5) Commissions	_____
(6) Sponsorship	_____	(6) Sponsorship	_____
(7) Advertising	_____	(7) Advertising	_____
(8) Promotional	_____	(8) Concessions	_____
(9) Broadcasting	_____	(9) Broadcasting	_____
(10) Other items not incl. above (Give details)	_____	(10) Other items not incl. above (Give details)	_____
TOTAL	_____	TOTAL	_____

- 11.2) Do these sums represent the full extent of your financial responsibilities?
If no, give full details. YES _____ NO _____
- 11.3) Does any other party have an interest in the expenses and gross revenue for the performance or event?
If yes, give full details. YES _____ NO _____
- 11.4) Is profit to be insured? YES _____ NO _____

NOTE: Profit (when insured) means the amount by which Gross Revenue exceeds Expenses.

- 11.5) What limit of indemnity is required?
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12 12.1) Has the performance(s) or event(s) (under the present or any other management) had any incident that could have resulted or did result in financial loss that would be covered under the proposed insurance? YES _____ NO _____
If yes, give full details.

12.2) Has any performance or event in which the proposer(s) were involved (in managing) had any incident that could have resulted or did result in financial loss that would be covered under the proposed insurance? YES _____ NO _____
If yes, give details.

13 Are you aware of any matter, fact or circumstance or incident existing or threatened that could possibly affect the performance(s) or event(s) and might result in a claim under the proposed insurance?
If yes, give details. YES _____ NO _____

14 Loss payee (if other than proposer stated in question 1)

15 **Conditions of Quotation**

Any quotation provided by Underwriters as a result of this Proposal and any supporting information will be subject to:

- 15.1) 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.
- 15.2) 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.
- 15.3) 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.
- 15.4) the proposer(s) having declared all material facts likely to influence a reasonable Underwriter in determining:-
 - a) whether or not to accept the risk,
 - b) the premium,
 - c) the terms, conditions, exclusions and limitations.
- 15.5)
 - a) the proposer(s), if acting on behalf of others, being deemed to have obtained and declared all the information provided after making inquiry of each of them.
 - b) any intermediary(s) acting on behalf of any parties referred to in 15.5a), being deemed to have obtained and declared all the information provided after making inquiry of the party(s) 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.

- 15.6) the Proposer(s) undertaking that no other insurance has been purchased on this specific risk and none shall be without the Underwriters' 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.
- 15.7) 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.

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 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.

Name:

Signature:

Position:

Date:
