



## Specialty Group - Contingency



Proposal Form  
Contingency Cancellation  
Insurance



## Important information

The Proposer(s) must give a fair presentation of the risk to be insured by disclosing all material matters or circumstances which the Proposer knows or ought to know. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium). For these purposes, the Proposer knows material matters which are known to its senior management, or anybody responsible for arranging its insurance. The Proposer also knows material matters which should reasonably have been revealed by a reasonable search of information available to it, which includes information held by third parties. The Proposer should therefore conduct a reasonable search of such information. The Proposer must disclose all material matters and circumstances known to it in a reasonably clear and accessible way, whether or not they are the subject of a specific question in this Proposal Form and any appendices ('Proposal Form').

Please answer all questions fully and tick all relevant boxes. If there is insufficient space provided to answer questions fully or if there are any material matters or circumstances not specifically covered by a question in this Proposal Form, they must be listed on a separate sheet of paper which must be signed, dated and attached.

Where there is reference to a defined term in this Proposal Form these are outlined in full in the applicable Contract of Insurance wording. For further details or if there is any doubt as to what facts or circumstances should be disclosed, the Proposer(s) should contact their insurance broker.

### Proposer

1. Name of Proposer(s):
  
2. Full address:
  
3. What is the "Proposer(s)" role in the insured event(s)?
  
4. If the "Proposer(s)" is not the organiser, who is organising the event(s)?
  
5. What is the extent of the organiser's experience in this capacity?



## Insured events

1. Type of event(s) to be insured:

2. Date(s) of insured events:

3. Start time of insured event:

Finish time of insured event:

4. Date and time when set up of insured event(s) begins:

5. Name of venue(s):

6. Venue address (including postcode(s)/zip code):

7. For how long could the start of insured event(s) be delayed?

Please provide full details:

8. Has the insured event(s) been held before?

Yes

No

If yes, please provide full details:

## Event specifics

1. Is the insured event(s) part of a larger production, promotion, series or tour?

Yes

No

If yes, please give full details:

2. In order to mitigate a loss to this insurance is rescheduling / postponement / relocation possible for each insured event?

Yes

No

If no, please explain why:



3. Will the insured event(s) be held outdoors?

Yes

No

a. If yes, tick the appropriate box(es) and complete Appendix A:

Open air

Covered stage

Marque / tent

Other temporary structure

4. Will the non-appearance of any person cause cancellation, abandonment, postponement, interruption, curtailment or relocation of the insured event?

Yes

No

a. If yes, would the proposer(s) like underwriters to consider offering terms for the non appearance of those persons?

Yes

No

b. If yes, please complete non appearance Appendix B.

5. Will the proposer(s) have a signed written contract for the lease or hire of venue(s) prior to inception of this insurance?

Yes

No

If no, please provide a full explanation:

6. Have all other contractual arrangements necessary for the fulfilment of the insured event(s) been made and confirmed in writing?

Yes

No

If no, please provide a full explanation:

7. If no, does the proposer(s) 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 insured event(s)?

Yes

No

If no, please provide a full explanation:

8. Have all necessary licences, visas, permits and authorisations been obtained?

Yes

No

If no, please provide full explanation:



## Event budget

1. What is the budget of the event you want to insure? Please confirm the currency

**Please send the detailed budget together with the proposal form.**

2. What does this budget represent?

Please indicate your preference by ticking the box opposite

100% Expenses

100% Gross revenue

Net profit

3. Does any other party have an interest in the gross revenue?

Yes

No

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

Not Applicable

4. What proportion of tickets are sold / revenue generated in advance of the insured event?

5. Do you have in place a ticket refund policy?

Yes

No

If yes, please provide details:

## Event history

1. Has the Insured Event(s) (under the present or any other management) had any incident that resulted in cancellation, abandonment, postponement, interruption, curtailment or relocation of the insured event?

Yes

No

a. If yes, please give full details, including the date of loss, and the date and year:

b. What was the financial loss?



## Declaration

I/we confirm that the information given in this Proposal Form, whether in my/our own hand or not, is correct.

I/we declare that I/we have made a fair presentation of the risk by disclosing all material matters and circumstances which would influence a prudent Underwriter's assessment of the risk which we know or ought to know including my/our senior management or anybody responsible for arranging my/our insurance, having conducted a reasonable search of the information available to me/us (including information held by third parties) in order to reveal those facts and circumstances. Failing that, I/we have given Underwriters sufficient information to put a prudent Underwriter on notice that it needs to make further enquiries in order to reveal material matters or circumstances, whether or not those matters and circumstances were the subject of a specific question in this Proposal Form. If there are any material matters or circumstances not specifically covered by a question in this Proposal Form, I/we have listed these on a separate sheet of paper which is signed and dated and attached.

It is understood that the signing of this Proposal Form does not bind the Proposer(s) to complete or Underwriters to accept this insurance.

I/we the Proposer(s) accept these conditions as the Proposed Insured or agent of the Proposed Insured.

I/we the Proposer(s) also agree that in the event any information contained in any completed Proposal Form and/or supplied to support this Proposal Form or other application for this insurance changes or becomes incorrect such as to constitute a material alteration to the risk prior to the inception date of the insurance, we will advise Underwriters in writing immediately on becoming aware of such changes. In such circumstances, Underwriters will be entitled to re-assess the proposal for insurance, including but not limited to withdrawing any prior agreement to provide cover.

The person signing this Proposal Form is duly authorised to do so on behalf of the Proposer(s).

Signature

Name

Position

Date



## Appendix A outdoor event

1. Describe any weather conditions which could cause the insured event(s) to be cancelled or interrupted:

Rain: Torrential	Heavy	Moderate	Light
Wind: Gale Force	Strong	Moderate	Light

Other: Please state

2. Describe the ground conditions which would prevent event set up:

3. Has the insured event(s) ever been affected by adverse weather and / or unsuitable ground conditions?

a. If yes, please: Yes No

i. Give details:

ii. Provide details of any measures that have been taken to prevent the situation reoccurring?

4. Have any drainage or ground improvements been made to the Venue including car parks or camping grounds in the last 10 years?

Please consult the venue owner.

Yes No

If yes, please give details

5. Describe the insured event, car parking and camping ground conditions?

	<b>Grass</b>	<b>Hard standing (E.g. asphalt)</b>	<b>Other</b>	<b>Not Applicable</b>
<b>Insured Event</b>				
<b>Car Parking</b>				
<b>Camping</b>				



**TOKIO MARINE**  
**HCC**

6. Are there any other events scheduled to take place at the event Venue within one month before or after the event?  
Please consult the venue owner

Yes

No

Please provide details:

7. What is the wind tolerance of the outdoor structures? (in kph / mph)

Signature

Name

Position

Date





## Appendix B non appearance

1. Please refer to the policy wording to determine the extent of coverage offered.

What perils are required?

Death

Accidental bodily injury & illness

Unavoidable travel delay

Other perils

2. 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.

Name	Date of birth	Role

3. Has any provision been made for understudies, substitutes or stand-bys?

Yes

No

If yes, please give full details:

4. The proposer(s) shall consult the person(s) detailed in question 2 before answering the following

a. Is any person to be insured suffering from any physical, mental or medical condition?

Yes

No

i. If yes, give full details:

b. Is any person to be insured undergoing any form of treatment, medical or otherwise?

Yes

No

i. If yes, give full details:



c. Is any person to be insured aware of any matter, fact, 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?

Yes

No

i. If yes, give full details:

d. Have any of the persons to be insured stated in question 2 any history of non-appearance?

Yes

No

i. If yes, give full details:

e. What method of transportation will be used?

By the person(s) to be insured?

For equipment or items essential  
to the insured event(s)?

f. Have written contracts been signed:

Yes

No

For the appearance of all the persons shown in question 2

Signature

Name

Position

Date



## Data protection clause

The Insurer respects the Insured's right to privacy. The Insurer explains who it is, how it collects, shares and uses personal information about the Insured, and how the Insured can exercise their privacy rights.

If further information is required as to how data is processed by the Insurer, or as to the exercise of any rights under any data privacy laws, the Insured should read the Data Protection Policy on the Insurer's website at <https://www.tmhcc.com/en/legal/privacy-policy>, or contact:

### The Data Protection Officer

- a) In respect of Policies insured by Tokio Marine Europe S.A.
  - **Tokio Marine Europe S.A., 33, Rue Sainte Zithe, L-2763 Luxembourg**
  - [DPO-TMELuxembourg@tmhcc.com](mailto:DPO-TMELuxembourg@tmhcc.com)
- b) In respect of Policies insured by Tokio Marine HCC International Insurance Company, Houston Casualty Company (UK Branch) or HCC International Insurance Company plc (Swiss Branch) HCC Underwriting Agency Ltd Lloyd's Syndicate 4141 or Lloyd's Insurance Company SA
  - **Tokio Marine HCC, 1 Aldgate, London, EC3N 1RE**
  - [DPO@tmhcc.com](mailto:DPO@tmhcc.com)

The **Insurer** may collect the **Insured's** personal information such as name, email address, postal address, telephone number, gender and date of birth. The Insurer may also collect the **Insured's** sensitive personal information such as data relating to their physical or mental health or condition. The **Insurer** needs the personal or sensitive personal information to enter into and perform a contract with the **Insured**. The **Insurer** retains personal information and sensitive personal information it collects from the **Insured** where it has an ongoing legitimate business need to do so.

The **Insurer** may disclose the **Insured's** personal or sensitive personal information to:

- the **Insurer's** group companies;
- third party services providers and partners who provide data processing services to the **Insurer** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to the **Insured** when their personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where the **Insurer** believes disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect the **Insured's** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of the **Insurer's** business, provided that it informs the buyer it must use the **Insured's** personal information only for the purposes disclosed in its Privacy Policy; or
- any other person with the Insured's consent to the disclosure.

The **Insured's** personal and sensitive personal information may be transferred to, and processed in, countries other than the country in which they are a resident. These countries may have data protection laws that are different to the laws of the Insured's country. The **Insurer** transfer data within the Tokio Marine group of companies by virtue of its Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

The **Insurer** use appropriate technical and organisational measures to protect the personal information that is collected and processed about the **Insured**. The measures the **Insurer** use are designed to provide a level of security appropriate to the risk of processing the **Insured's** personal information.

The **Insured** is entitled to know what data is held on them and to make what is referred to as a Data Subject Access Request ('DSAR'). The **Insured** is also entitled to request that their data be corrected in order that the **Insurer** hold accurate records. In certain circumstances, the **Insured** has other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on the Insured's rights is included in the Privacy Policy.

The **Insured** can opt-out of marketing communications sent to them by the **Insurer** at any time. The **Insured** can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails sent to them. Similarly, if the **Insurer** has collected and processed personal or sensitive personal information with the **Insured’s** consent, then they can withdraw their consent at any time. Withdrawing consent will not affect the lawfulness of any processing the **Insurer** conducted prior to the Insured’s withdrawal, nor will it affect processing of the Insured’s personal information conducted in reliance on lawful processing grounds other than consent. The **Insured** has the right to complain to a data protection authority about the Insurer’s collection and use of their personal information.