



# Guardian Underwriting Services Pty Ltd

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## Proposal Form : Pluvius Insurance

Proposer's name: (or company and ABN)			
Physical Address:		State	Postcode
Postal Address :		State	Postcode
Telephone (work/private):		Facsimile:	
Mobile number:		E Mail address:	
<b>Event Details</b>			
Name of event:			
Nature of Event:	<input type="checkbox"/> Concert	<input type="checkbox"/> Film Shoot	
	<input type="checkbox"/> Dance Party	<input type="checkbox"/> Community Event	
	<input type="checkbox"/> Festival	<input type="checkbox"/> Theatre Production	
	<input type="checkbox"/> Other – Please specify		
Date of Event (s)			
Event location / address			
Time of Event	Start:	Finish:	
<b>Coverage Required</b>			
Sum Insured (Cost / Irrecoverable expenses) Please attach breakdown of costs / expenses		AUD \$	
Hours of coverage	From:	To:	Date:
Hours of coverage	From:	To:	Date:
Measurement of Rain insured against in each period:	<input type="checkbox"/> 15mm or more		
	<input type="checkbox"/> 20mm or more		
	<input type="checkbox"/> 25mm or more		
Location of closest Independent Meteorological Station:			
<b>General Information/Claims History</b>			
Have you had any insurance claims in the past 5 years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you had any convictions in the past 5 years?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has any insurer ever declined, cancelled or imposed special conditions in relation to insurance?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "yes", please give details.			
<b>Declaration:</b> I acknowledge that I have read the Important Notices attached to this proposal and that I understand these notices. I acknowledge that if this proposal is accepted that the insurance will be subject to the terms and conditions of the certificate wording and will be subject to my payment of premium. I consent to the use of the personal information about me for the purposes detailed in the privacy statement including disclosure of this information to third parties in connection with this insurance. I declare that the information disclosed in this proposal is true and correct and that I have not failed to comply with my duty of disclosure nor have I included misleading information or have I suppressed information that may be relevant to the underwriter in considering my proposal for insurance.			
<b>Signed:</b>		<b>Dated</b>	

## IMPORTANT NOTICES

### Your Duty of Disclosure

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 matter

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of its business, ought to know;
- 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

## AGENCY

Guardian Underwriting Services Pty Ltd ACN 060 176 543 (ABN 21 051 930 105) as Agent for the Insurer(s) shown on the Schedule. FSRA Licence number 255319. This Insurance contract is written under a 'Binding Authority Agreement' which gives Guardian authority to bind insurance contracts and / or settle claims on behalf of such Insurer (s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule.

## CODE OF PRACTICE

The General Insurance Code of Practice has been developed to raise the standards of service and practice in the insurance industry.

Lloyd's underwriters are a signatory to the Code and we support its aims to improve standards, by:

- Creating "plain English" certificates which everyone can understand
- Providing ongoing training to our employees so that they can provide better service to you
- Providing you with better claims handling and dispute resolution

Details of the General Insurance Code of Practice can be accessed at [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

## CHANGE OF RISK OR CIRCUMSTANCE

You should advise Guardian Underwriting Services Pty Ltd as soon as practicable of any change to your normal business as disclosed in the Proposal, such as changes in location, acquisitions and new overseas activities.

## SUBROGATION

Where you have agreed with another person or company, who would otherwise be liable to compensate you for any loss or damage which is covered by the Certificate, that you will not seek to recover such loss or damage from that person, Insurers will not cover you, to the extent permitted by law, for such loss or damage.

## PRIVACY

### Information Privacy Code

The General Insurance Information Privacy Code sets a standard for the protection of individuals' personal information.

We, and our Underwriters, support its aims to improve standards, by:

- a. Being fair in the way we collect information about you
- b. Securing the personal information of those who deal with us
- c. Being open with you about the information we hold and what we do with it
- d. Providing ongoing training to our employees and third party providers

Under the Privacy Principles, on which the Code is based, Underwriters may be required by law to disclose clients' information to third parties, such as law enforcement agencies.

## COMPLAINTS

### Complaints Procedures

If you are not satisfied with our service we recommend that you use the complaints procedure set out below.

These procedures are available free of charge to you. Any dispute should be referred to the Complaints Officer at Guardian Underwriting Services Pty Ltd, who will review the information and give you a response within three working days.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email [info@fos.org.au](mailto:info@fos.org.au) or website [www.fos.org.au](http://www.fos.org.au). This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

All complaints and disputes concerning insurer's decisions about coverage or claims on Insurance Policies or Policies arranged under Binding Authorities have their own dispute resolution procedures which can be found in the appropriate Policy Wording or Product Disclosure Statement.

In these instances you will receive a reply from the Disputes Resolution Committee within seven working days or alternatively you will be asked for further information. If this is required you will receive a reply within seven working days of our receiving the additional facts.