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## SHORT TERM THEATRE INSURANCE PROPOSAL

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**\*A FULL POLICY WORDING IS AVAILABLE ON REQUEST\***

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Please complete in full selecting the covers you require or have been quoted.

**Name of Proposer in full:**

.....  
Limited Company / Charity / Sole Trader / Partnership / Unincorporated Group (Please delete as applicable)

**Employer Reference Number (PAYE No)**

(please note without this we will be unable to process your application. If n/a please enter n/a)

**Correspondence Address:**

Postcode:

**Contact Details:**

Tel No:

Fax Number:

Email:

Website:

**Full details of Act: (eg Theatre Play / Dance Performance)**

**Period of Insurance:**

Start Date:

No of Days:

**Period of cover should include rehearsal periods and both from and to dates are inclusive!!**



Your policy is underwritten by  
Aviva Insurance Ltd

Performers is a trading name of  
Wrightsurre Services Ltd



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Performers, Wrightsure House, 799 London Road, West Thurrock, Essex RM20 3LH – Tel: 01708 860999 – Fax 01708 865100

Aviva: Confidential

**STANDARD COVER**  
**Public/Products Liability Limit & Employers Liability.**

Indemnity Limits PL £2,000,000 & EL £10,000,000	Premium incl Insurance Premium Tax & £10.00 fee	Tick option required
Up to 7 days	£75.00	
Up to 14 days	£100.00	
Up to 21 days	£150.00	
Up to 31 days	£180.00	
Up to 60 days	£250.00	
Up to 90 days	£300.00	
Indemnity Limits PL £5,000,000 & EL £10,000,000		
Up to 7 days	£100.00	
Up to 14 days	£125.00	
Up to 21 days	£175.00	
Up to 31 days	£205.00	
Up to 60 days	£275.00	
Up to 90 days	£325.00	

**For periods in excess of 90 days please phone 01708 860999 for a quotation**

**ADDITIONAL COVERS**

**\*\*\*\*These can only be purchased together with Standard Cover above\*\*\*\***

**Property Damage**

Theatrical Equipment	Premium incl Insurance Premium Tax	Tick option required
Sum Insured £1,000	£30.00	
Sum Insured £2,000	£45.00	
Sum Insured £5,000	£55.00	

Theatrical Equipment cover subject to:

- Property Damage Excess – You will be responsible for the first £100 of each and every claim
- Excludes losses from unattended vehicles
- Theft is subject to there being visible signs of forcible entry to the premises. Therefore this may not be suitable for outdoor events, please contact us to discuss any outdoor requirements.
- Artistes property used in the production are covered subject to a £100 limit any one item.

**Cancellation Expenses**

Cancellation Cover	Premium incl Insurance Premium Tax	Tick option required
Limit £ 2,500	£30.00	
Limit £ 5,000	£45.00	
Limit £10,000	£90.00	

Cancellation Expenses cover is subject to:

- a) **\*\*THIS COVER IS NOT SUITABLE FOR OUTDOOR EVENTS\*\***
- b) **Policy Excess – You will be responsible for the first £100 of each and every claim**
- c) **Cancellation cover only operates following damage at the venue building and subsequent cancellation by the venue.**
- d) **This section does not cover cancellation following the Non Appearance/accident/illness of any person/persons**

Money Cover

Cash Limit - £500	Premium incl Insurance Premium Tax	Tick if required
Duration of the policy	£25.00	

**TERRORISM – IS EXCLUDED.**

IF TERRORISM COVER IS REQUIRED PLEASE CONTACT US FOR A QUOTATION

**Premium Calculation:**

**All premiums include insurance premium tax at the appropriate rate and £10 policy issue fee.**

<u>Standard cover premium:</u>	<u>Equipment premium:</u>	<u>Cancellation premium:</u>	<u>Money Premium:</u>	<u>Total premium due:</u>
£	£	£	£	= £

Please return form with cheque payable to “Performers” for the Total Premium Due or fully complete the attached credit/debit card payment slip.  
AMEX is not accepted.

Policy documentation is issued in accordance with the information you supply on this proposal form, any changes made after documentation has been issued will be subject to a £20.00 administration fee.

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Does any employee engage in: Aerial Work, Animal Turns, Fire Juggling, Acrobatic Dancing, Hazardous Acts (if unsure what is defined as a hazardous act please contact Performers) Yes  No

If yes to any of the above please contact Performers before continuing with this proposal form.

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Do you use any hazardous substances etc? Yes  No

Definition of Hazardous Substances:- Animals, explosives, firearms, toxic chemicals, gas, asbestos, radioactive substances, pyrotechnics, aerial work or any other materials giving rise to dust fumes or vapours. If **YES**, or, in doubt, please provide full details.

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## GENERAL PARTICULARS

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### General Particulars

1. Will the production go to the Republic Of Ireland or outside the UK? YES  NO
2. Has any insurer declined, cancelled or refused any or your insurance imposed special terms? YES  NO
3. Have you sustained any losses in the last five years? YES  NO
4. Have you or any partner or director been charged with a criminal offence declared bankrupt or Insolvent ?  
YES  NO

If you have ticked 'YES' to any of the above, please provide full details:

### Material Circumstances

Please remember that you must make a fair presentation of the risk to us. This means that you must:

- (1) disclose to us every material circumstance which you know or ought to know or, failing that, sufficient information to alert us that we need to make further enquiries; and
- (2) make such disclosure in a reasonably clear and accessible manner; and
- (3) ensure that, in such disclosure, any material representation as to a: (a) matter of fact is substantially correct; and (b) matter of expectation or belief is made in good faith.

A material circumstance is one that is likely to influence an insurer in the acceptance and assessment of the application. You must also make a fair presentation to us in connection with any variations, e.g. changes you wish to make to your policy. If you fail to make a fair presentation of the risk then this could affect the extent of cover provided or could invalidate your policy, so if you are in any doubt as to whether a circumstance is material then it should be disclosed to us.

Disclosures should be specific and made in a reasonably clear and accessible manner. We will not be deemed to have knowledge of any information generally referred to (for example the contents of company websites listed in the risk presentation) or any matter not expressly drawn to our attention.

Each renewal invitation is made on the basis of the information we have at the time it is issued. We may revise or withdraw it if, before the date your renewal takes effect, any event occurs that gives rise to a claim or alters the material circumstances under this insurance, even if we are notified after your renewal date.

A specimen copy of the policy wording is available on request. You should keep a record (including copies of letters) of all information supplied to us for the purposes of the renewal of this insurance. A copy of the completed application will be supplied on request within a period of three months after its completion.

### Data Protection – Privacy Notice

#### Personal Information

We collect and use personal information about you so that we can provide you with a policy that suits your insurance needs. This notice explains the most important aspects of how we use your information but you can get more information about the terms we use and view our full privacy policy at [www.aviva.co.uk/privacypolicy](http://www.aviva.co.uk/privacypolicy) or request a copy by writing to us at Aviva, Freepost, Mailing Exclusion Team, Unit 5, Wanlip Road Ind Est, Syston, Leicester LE7 1PD.

The data controller responsible for this personal information is Aviva Insurance Limited as the insurer of the product. Additional controllers include Wrightsure Services Limited, who are responsible for the sale and distribution of the product, and any applicable reinsurers.

## **Personal information we collect and how we use it**

We will use your personal information:

- to provide you with insurance: we need this to decide if we can offer insurance to you and if so on what terms and also to administer your policy, handle any claims and manage any renewal,
- to support legitimate interests that we have as a business: we need this to manage arrangements we have with reinsurers, for the detection and prevention of fraud and to help us better understand our customers and improve our customer engagement (this includes marketing, customer analytics and profiling),
- to meet any applicable legal or regulatory obligations: we need this to meet compliance requirements with our regulators (e.g. Financial Conduct Authority), to comply with law enforcement and to manage legal claims, and
- to carry out other activities that are in the public interest: for example we may need to use personal information to carry out anti-money laundering checks.

As well as collecting personal information about you, we may also use personal information about other people, for example family members you wish to insure on a policy. If you are providing information about another person we expect you to ensure that they know you are doing so and are content with their information being provided to us. You might find it helpful to show them this privacy notice and if they have any concerns please contact us in one of the ways described below.

The personal information we collect and use will include name, address and date of birth, financial information and details of your business and property. If a claim is made we will also collect personal information about the claim from you and any relevant third parties. We may also need to ask for details relating to the health or any unspent offences or criminal convictions of you or somebody else covered under your policy. We recognise that information about health and offences or criminal convictions is particularly sensitive information. Where appropriate, we will ask for consent to collect and use this information.

If we need your consent to use personal information, we will make this clear to you when you complete an application or submit a claim. If you give us consent to using personal information, you are free to withdraw this at any time by contacting us – refer to the “Contacting us” details below. Please note that if consent to use information is withdrawn we may not be able to continue to provide the policy or process claims and we may need to cancel the policy.

Of course, you don’t have to provide us with any personal information, but if you don’t provide the information we need we may not be able to proceed with your application or any claim you make.

Some of the information we collect as part of this application may be provided to us by a third party. This may include information already held about you and your business and property within the Aviva group, including details from previous quotes and claims, information we obtain from publicly available records, our trusted third parties and from industry databases, including fraud prevention agencies and databases.

### **Credit Searches**

To ensure the Insurer has the necessary facts to assess your insurance risk, verify your identity, help prevent fraud and provide you with our best premium and payment options, the Insurer may need to obtain information relating to you at quotation, renewal and in certain circumstances where policy amendments are requested. The Insurer or their agents may:

- undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossession(s)). Similar checks may be made when assessing claims,
- carry out a quotation search from a credit reference agency (CRA) which will appear on your credit report and be visible to other credit providers. It will be clear that this is a quotation search rather than a credit application.

The identity of our CRA and the ways in which they use and share personal information, are explained in more detail at [www.callcredit.co.uk/crain](http://www.callcredit.co.uk/crain).

### **Automated decision making**

We carry out automated decision making to decide whether we can provide insurance to you and on what terms, deal with claims or carry out fraud checks. In particular we use an automated underwriting engine to provide on-line quotes, using the information we have collected.

### **How we share your personal information with others**

We may share your personal information:

- with the Aviva group, our agents and third parties who provide services to us, and your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators) to help us administer our products and services,
- with regulatory bodies and law enforcement bodies, including the police, e.g. if we are required to do so to comply with a relevant legal or regulatory obligation,
- with other organisations including insurers, public bodies and the police (either directly or using shared databases) for fraud prevention and detection purposes,
- with reinsurers who provide reinsurance services to Aviva and for each other. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. They will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Some of the organisations we share information with may be located outside of the European Economic Area (“EEA”). We’ll always take steps to ensure that any transfer of information outside of Europe is carefully managed to protect your privacy rights. For more information on this please see our Privacy Policy or contact us.

#### **How long we keep your personal information for**

We maintain a retention policy to ensure we only keep personal information for as long as we reasonably need it for the purposes explained in this notice. We need to keep information for the period necessary to administer your insurance and deal with claims and queries on your policy. We may also need to keep information after our relationship with you has ended, for example to ensure we have an accurate record in the event of any complaints or challenges, carry out relevant fraud checks, or where we are required to do so for legal, regulatory or tax purposes.

#### **Your rights**

You have various rights in relation to your personal information, including the right to request access to your personal information, correct any mistakes on our records, erase or restrict records where they are no longer required, object to use of personal information based on legitimate business interests, ask not to be subject to automated decision making if the decision produces legal or other significant effects on you, and data portability. For more details in relation to your rights, including how to exercise them, please see our full privacy policy or contact us – refer to the “Contacting us” details below.

#### **Contacting us**

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection team by either emailing them at [dataprt@aviva.com](mailto:dataprt@aviva.com) or writing to the Data Protection Officer, Level 4, Pitheavlis, Perth PH2 0NH.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Information Commissioners Office at any time.

#### **Fraud Prevention and Detection**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this to prevent fraud and money laundering.

We can supply on request further details of the agencies and databases we access or contribute to and how this information may be used. If you require further details please contact us at:

Policy Investigation Unit, Aviva, Cruan Business Centre, Westerhill Business Park, 123 Westerhill Road, Bishopbriggs, Glasgow, G64 2QR, Telephone: 0345 300 0597. Email [PIUUKDI@AVIVA.COM](mailto:PIUUKDI@AVIVA.COM)

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
- Check details of job applicants and employees.

#### **Claims History**

- Under the conditions of your policy you must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When you tell us about an incident we will pass information relating to it to a database.
- We may search these databases when you apply for insurance, in the event of any incident or claim, to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

You should show these notices to anyone who has an interest in the insurance under the policy.

#### **If you have a complaint**

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact your insurance adviser.

Wrightsure and Aviva are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may be entitled to refer it to this independent body. Following the complaints procedure does not affect your right to take legal action.

#### **Choice of Law**

The appropriate law as set out below will apply unless you and the insurer agree otherwise:

- The law applying in that part of the UK, the Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder normally lives, or

Aviva: **Confidential**

- In the case of a business, the law applying in that part of the UK, the Channel Islands or the Isle of Man where it has its principal place of business, or
- Should neither of the above be applicable, the law of England and Wales will apply.

**DECLARATION**

I/we declare that the information given is, to the best of my/our knowledge and belief correct and complete. If the risk is accepted I/we undertake to pay the premium when called upon to do so. I/We understand that my/our information may also be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes.

SIGNED.....DATED.....

Liability does not commence until Proposal has been accepted by Aviva Insurance Limited and the premium paid, except as provided by an official Covering Note by Aviva Insurance Limited

Please remember to return this form with your remittance in settlement of the premium due:

Cheques payable to      PERFORMERS  
Address:                      Wrightsure House  
                                     799 London Road  
                                     West Thurrock  
                                     Essex  
                                     RM20 3LH  
  
                                     Tel: 01708 860999  
                                     Fax 01708 865100



## Credit Card Payment Slip

No charge for credit or debit cards. AMEX not accepted

**Card Holders Name &  
address in full**

**Card Number**

**Expiry Date:**

**Issue Number:**

(Debit Cards only)

**Security Number:**

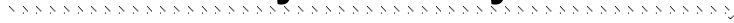
(Last 3 digits on rear of card)

I hereby acknowledge that Wrightsure Services Ltd will debit my account in the sum of £.....

Signed ..... Dated .....



# Summary of Policy Cover



- **Note**

This should be regarded as an outline of cover provided. The policy is a legal document and defines insurance in precise terms. A copy of the wording is available on request.

- **All Risks**

This covers your props, sets, costumes, sound, lighting and technical equipment, artistes property (up to a maximum of £100 anyone item). This section covers you anywhere within the U.K. but can be extended to Worldwide coverage.

Cancellation cover follows damage to the venue building which renders the premises unsuitable to Perform and cancellation by the venue.

- **Employers Liability**

This covers your legal liability to your employees for bodily injury, illness or disease arising out of and in the course of their employment with you up to £10m per occurrence (Terrorism £5m). We automatically cover anyone working for you in order to gain job experience.

- **Public Liability**

This covers your legal liability to members of the public for bodily injury, illness or disease and loss or damage to property not owned by you or in your custody or control. The limit for anyone claim is £1m (this may be increased if required). There is no limit on the number of claims you can make each year.

This section does not cover liability arising from professional negligence.

- **Terrorism**

Please note that in addition to its other terms, conditions, exceptions or exclusions, the policy wording may incorporate provisions, which limit or exclude loss, damage or liability caused by acts of Terrorism, and the terms of any quotation should be read as having been adjusted accordingly. Full details are available on request.

Additional terrorism insurance cover is available for a premium charge. If you require further details of this cover and a quotation please contact us.

Underwritten by Aviva Insurance Limited. Registered in Scotland No 2116.

Registered Office: Pitheavlis, Perth, Scotland PH2 0NH

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.