



**Liability and Professional Indemnity Insurance for Professional Event Organisers
Including Tour Operator's and Travel Agent's Liability
Proposal Form (Eire)**

PROPOSER

Please state full title including names of subsidiary and/or associated companies			
Name of Contact:		Tel No:	
E-Mail Address:		Web Site Address:	
Principal Address			
Number of other offices:		Date business established:	
Do you have any assets or representation outside Eire or UK?			YES/NO : <input type="checkbox"/>
If YES, please give details and state territories involved?			
Of which trade associations is the company a member?			

GENERAL

Do you have a written Health & Safety Policy?	YES/NO :	<input type="checkbox"/>
Have you ever been prosecuted under the Safety, Health and Welfare at Work Act or other statute or regulation?	YES/NO :	<input type="checkbox"/>
If yes please provide details:		
Are your premises in good state of repair, and are your office machines regularly tested in accordance with current legislation and otherwise in good order and condition?	YES/NO :	<input type="checkbox"/>

BUSINESS ACTIVITIES

Please indicate in which areas of business your company is engaged:

Tick Boxes	Activity	Turnover last 12 months	Estimated Turnover next 12 months
	Incentive & conference management involving group travel or as tour operator	€	€
	Conference management not involving group travel or as tour operator	€	€
	Other Corporate Event management (please describe)	€	€
	Business House Travel Agency	€	€
	Consumer Travel Agency	€	€
	Marketing services, motivation management, telesales, training	€	€
	Design and production of promotional material, conference guides etc.	€	€
	Property owners (tick box if you own property even if no income derived)	€	€
	Other activities (please describe)	€	€
	TOTAL TURNOVER	€	€

JURISDICTION

Do you transact business with <u>Non Irish or UK clients</u> (NOT SUPPLIERS)? :		YES /NO
If so, please state in respect of:	Next 12 months Estimated Turnover from USA /Canada	Next 12 months Estimated Turnover from Elsewhere
Business transacted from Eire with overseas clients	€	€
Business transacted from your overseas offices	€	€
Please provide details of the type of work carried out for these overseas clients:		

EVENT MANAGEMENT

	YES/NO
1) Do you have a standard contract between you and your clients? (if YES please supply a copy)	
2) Proportion of your work undertaken based on this contract?	
3) Do you carry out any manual work away from your own premises? If YES, please give details	
4) Do you employ other companies (inc. sub-contractors) to organise events or parts of events on your behalf? If YES, do you:	
a) Retain rights of recovery against such companies?	
b) Ensure that they carry their own Public Liability Insurance with a limit of liability of at least € 1,000,000?	

TRANSPORT , ACCOMMODATION, VENUES & ACTIVITIES

Does you or any subsidiary own (partly or wholly) or operate any transport, accommodation, venues or activities companies?	YES/NO:	
If YES, please provide details:		

HAZARDOUS ACTIVITIES

1) Do any of the events you organise involve any hazardous activities?	YES/NO :	
Activities:	Estimated Turnover	
	Last 12 months	Next 12 months
<p>Note: hazardous activities can include: skiing and other winter sports, motorised vehicles (other than vehicles being used on the public highway under the terms of the road traffic acts), motorised water sports, shooting, archery, paintball, abseiling, bungee jumping, climbing & caving, sub-aqua diving, parachuting, parascending, paragliding, or any other aerial activity other than as a passenger in an aircraft, water borne activities including white water rafting, canoeing or other activities which present an increased risk of injury, and also public events involving large audiences or crowds. (This is not an exhaustive list.)</p>		
2) Do you always employ specialist sub contractors to manage hazardous activities?	YES/NO:	
<p>If No, please provide details of what activities you provide yourself</p> 		

EMPLOYEES

1) Are all your employees Republic of Ireland nationals?		YES/NO :	
2) If NO state number and nationality of foreign employees			
3) Details of Employees			
Description	Estimated No of Employees	Estimated Annual Payments (including National Insurance & Pension contributions) for next 12 months	
		Work at your premises	Away from your premises
Managerial and clerical, employees who do not engage in manual labour			
Manual employees. Please describe duties:			
Labour only sub-contractors & self employed sub-contractors supplying Labour only (e.g. tour directors, freelancers). Please describe duties:			
Proposers own annual remuneration if working manually in the Business			
TOTALS		€	€
	persons		

ADDITIONAL QUESTIONS FOR COMPANIES INVOLVED IN GROUP TRAVEL & TOUR OPERATORS/TRAVEL AGENCY

If you are involved in incentive, conference and event management involving group travel or as tour operator forming packages under the “Package Travel Regulations” or travel agency or business travel agency please answer the questions in this section:

Do you have a Commission for Aviation Regulation Licence?	YES/NO:	Licence No
Renewal Date of Licence		

a) state the number of persons on:

Activity	Number of persons last 12 months	Est. Number of persons next 12 months
Inclusive packages:	pax	pax
Flights only :	pax	pax

b) Please provide a division of the package travel turnover according to destination:

Territory/Country	Last 12 months	Est. Next 12 months
Republic of Ireland	€	€
Rest of EU	€	€
Non EU Europe & Middle East	€	€
Far East & Oceania	€	€
USA/Canada & Caribbean	€	€
Elsewhere. Please specify:	€	€

CLAIMS OR INCIDENTS

(Please note - we are not seeking details of claims under any travel insurance scheme operated by you. It is possible for a claim to be made against you arising out of a travel insurance dispute, and such incidents should be notified)

Please provide details of any claims or incidents made against you in the last 5 years, whether insured or not:

Claims by Employees:

Year	Total Wages	Settled Claims		Reserves for Outstanding Claims	
		No.	Amount	No.	Amount
2000					
2001					
2002					
2003					
2004					
Total					

1) **Personal injury** to any persons on events/groups/tours operated by you:

Date	Details	Cost or Outstanding Amount

2) **Claims or complaints other than for injury: Total Claims** paid to travellers/customers over last 5 years whether insured or not:

Year	Number of Claims	Cost or Outstanding Amount

COMPLAINTS

1) Approximately how many complaints did you receive last year?	
2) Please give brief details of procedures followed to deal with complaints.	
3) After enquiry, are the directors/partners or employees aware of any circumstances, which may give rise to a claim against the Proposer?	YES/NO:
If YES, please provide full details:	

PRESENT INSURANCE

Please confirm details of your present insurance:

	Employers Liability	Public/Products Liability	Professional Indemnity
Insured? YES/NO			
Limit of Indemnity			
Renewal Date			
Excess			
Current Insurer			

COVER REQUIRED

Please state extent to cover and Limit of Indemnity required:

Please complete either A or B for Section 2 depending on wording required.

Cover	Limit of Indemnity	Excess
Section 1: Public/Products Liability €1 million, €5 million or €million		€500 per person each and every loss
Section 2: B: Professional Indemnity Cover €100,000 or €250,000		€500 per person each and every loss
Section 3. Employers Liability	€13,000,000	None

EXTENSIONS TO PROFESSIONAL INDEMNITY SECTION

(These extensions can be taken with Section 2, Clause B: Full Professional Indemnity Wording: please indicate extensions required)

1) Liability Arising from Dishonesty of Employees (N.B. This is not a fidelity guarantee)	YES/NO:
2) Legal Liability for Loss of Documents	YES/NO:
3) Indemnity to former partners/directors	YES/NO:
If YES, number of former partners/directors	

SPECIAL NEEDS OR REQUIREMENTS

Please state any special demands and needs which you have in relation to liability &/or professional indemnity risks or this insurance:

DECLARATION

To the best of my/our knowledge and belief the information provided in connection with this proposal, whether in my own hand or not, is true and I have not withheld any material facts. I understand that non-disclosure or misrepresentation of a material fact may entitle the Insurers to void this insurance.

NB. A material fact is one likely to influence acceptance or assessment of this proposal by the Insurers. If you are in any doubt as to whether a fact is material, then you should disclose it.

I/We hereby agree that this Proposal and this Declaration shall be the basis of the contract of the insurance between the Insurers and Myself/Ourselves and this document is a statement of my/our demands and needs in relation to liability&/or professional indemnity risks.

I understand that signing this proposal does not bind me to complete, or the Insurers to accept, this insurance.

SIGNED

POSITION

ON BEHALF OF

DATE

Additional Information - continued on next page

ADDITIONAL INFORMATION

Please enclose copies of current brochures, corporate information and booking conditions or terms of business, and copies of any special agreements or contracts. Use the space below for any further information referred to in this proposal form, or other material information.

EVENT ASSURED PROFESSIONAL – SUMMARY OF COVER

* Irish Legislation Clause – all references to UK legislation are understood to include the equivalent legislation in the Republic of Ireland

SECTION 1: PUBLIC LIABILITY

Operation of Cover

This provides indemnify against all sums which the Insured shall become legally liable to pay as damages consequent upon:

- Accidental Injury to any person
- Accidental Damage to Property

occurring during the Period of Insurance, in connection with the Business and happening anywhere within the Territorial Limits.

Costs and Expenses

- Other costs and expenses incurred with insurers' written consent, including such costs incurred for representation in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity hereunder,
 - In addition to the Limit of Liability in respect of claims made against the Insured other than in the United States of America &/or Canada
 - In diminution of the Limit of Liability in respect of claims made against the Insured in the United States of America &/or Canada

Exclusions

- Employer's liability
- Damage to property belonging to or in the care, custody or control of the Insured or any employee, other than:
 - property belonging to an employee or visitor,
 - baggage belonging to clients or customers
 - Venues (except in respect of damage caused by the application of tools to the structure, mechanics, fixtures or fittings of the Venue.
- Injury or Damage to Property:
 - Arising out of the ownership, possession or use by or on behalf of the Insured of any mechanically propelled vehicle when such vehicle is being used in circumstances which would require insurance or security to be effected by reason of any road traffic legislation or regulation
 - caused by any craft designed to travel in or through air, space or water other than hand-propelled water craft

but this exclusion shall not apply in respect of liability attaching to the Insured by virtue of the action or omission of any supplier of services in connection with a contract with a consumer to which The Package Travel, Package Holidays & Package Tours Regulations 1992 applies provided that the vehicle, or craft is not under the ownership or control of the Insured.
- Liability which attaches by virtue of an agreement but would not have attached in the absence of such agreement unless the conduct and control of the claims is vested in insurers (but insurers will not in any event be liable in respect of liquidated damages or liability under any penalty clause.)
- The amount of the excess specified in the Schedule.
- Liability arising out of the ownership, occupation or management by the Insured of any premises outside Great Britain, Northern and Southern Ireland, the Channel Islands or the Isle of Man, other than Venues.
- Where the Injury or Damage is caused by Goods as defined, insurers shall also not be liable in respect of:
 - Any loss, cost or expense incurred in replacing, repairing, recalling, reconditioning or modifying the Goods, or any part thereof
 - Any refund or repayment of the purchase price or any part thereof in respect of the Goods
 - Liability arising from design, specification, instructions or advice provided other than as part of the Insured's contract for the manufacture, sale, supply, repair, service, alteration, treatment or processing of the Goods
 - Any liability arising out of any Goods which are incorporated into the structure, machinery or controls of any aircraft

Extensions

- Tenant's Liability – liability for damage to leased or rented premises (£100 property damage excess other than fire and explosion)
- Defective Premises Act, 1972 liability*
- Car Parks liability - damage to visitors' and/or employees' motor vehicles
- Contingent Motor Liability
- Movement of Obstructing Vehicles
- Emergency Assistance (non package) – Maximum £ 5000 any one booking, subject to a an excess of £250 per peson/£1000 any one booking
- French Civil Code liability
 - Recours de voisin (Articles 1382, 1383 and 1385)
 - Risque locatif (Articles 1733, 1734 and 1735)

SECTION 2: PROFESSIONAL INDEMNITY INSURANCE

Operation of Cover

- Indemnity against liability at law for damages and claimant's costs and expenses in respect of claims arising out of the conduct of the Business made against the Insured and notified to Insurers during the Period of Insurance arising from the following:

either (a) by a client or customer as a direct result of negligence and/or breach of contract

or

(b) any neglect, error or omission, breach of contract with a Customer, plagiarism, infringement of property or contract rights, libel, slander, defamation or breach of copyright or breach of confidentiality

- *Note: a) is standard tour operator liability, whilst b) is full professional indemnity clause, at the option of the insured*

Other Costs

- Other costs and expenses incurred with Insurers' written consent in the investigation, defence or settlement of any claim are payable in addition, but subject to the overall Limit of Indemnity any one period of insurance.
- The excess shall not apply to Other Costs.

Optional Extensions to Section 2

- Dishonesty of Employees
- Loss of or Damage to Documents

Exclusions - Section 2

- The ownership, possession or use by the Insured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle.
- Dishonest, fraudulent, malicious or illegal act or omission of the Insured or their employees other than any cover provided by the Dishonesty of Employees Extension (if included).
- Libel, slander or passing off or infringement of patent, copyright, registered design, trademark or trade name unless Clause B is insured .
- Liability which attaches by virtue of an agreement but which would not have attached in the absence of such an agreement.
- Insolvency or bankruptcy of the Insured or any other party involved in supplying any part of any travel or accommodation or other services booked through the Insured.
- Arising directly or indirectly from Injury or Damage to property.
- Arising out of any circumstance(s) of which the Insured is or are aware, or ought reasonably to be aware, at inception whether notified under any other insurance or not.

SECTION 3: EMPLOYERS' LIABILITY INSURANCE

Operation of Cover

- Indemnity in respect of liability at law for damages and claimant's costs and expenses injury or disease sustained by any Employee while employed in or temporarily outside Great Britain, Northern and Southern Ireland, the Isle of Man or the Channel Islands
- provided that in respect of Injury sustained by a Person Employed while temporarily employed outside Great Britain, Northern and Southern Ireland, the Isle of Man or the Channel Islands the action for damages is brought against the Insured in a Court of law in Great Britain, Northern and Southern Ireland, the Isle of Man or the Channel Islands.

Payment of other costs and expenses

- Insurers will (with their consent) also pay:
 - All other costs and expenses incurred with their consent in connection with any claim covered by this Insurance
 - The Solicitor's fees for representation of the Insured at
 - Any coroner's inquest or inquiry in respect of any death
 - Proceedings in any court of summary jurisdiction arising out of any alleged breach of a statutory duty resulting in Injury
- Subject to the overall limit of indemnity any one occurrence (costs inclusive)

Exception

The indemnity provided by this section will not apply to liability in respect of which compulsory insurance or security is required under any road traffic legislation within the European Union.

Extensions Applicable to Section 3

- Overseas Contingent Employers' Liability
- Unsatisfied Court Judgements

GENERAL EXTENSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

- Consortium Clause
- Cross Liabilities
- Indemnity to Directors, Executives and Employees
- Indemnity to Principals
- Health and Safety at Work etc. Act *
- Unsatisfied Court Judgements
- Data Protection Act 1984* (Maximum £50,000 any one occurrence, £250,000 any one period of insurance.)
- Legal Defence Costs, in respect of breach of:
 - Part II of the Consumer Protection Act 1987*
 - The Trade Descriptions Acts 1968 & 1972*
 - The Package Travel, Package Holidays and Package Tours Regulations 1992*
 and/or any equivalent legislation within the EU. Maximum payable: £100,000 in all in any one period of
- Compensation for Court Attendance

○ Any director or partner of the Insured	£250
○ Any employee of the Insured	£100

GENERAL EXCLUSIONS

- Radioactive Contamination
- War And Allied Risks
- Punitive Damages
- Gradual Environmental Impairment

Note. This document is only a summary, and does not contain the full terms and conditions of the insurance. These can be seen in a full copy of the wording, which is provided with each quotation. A copy is available on request.