

Insurance Renewal Questionnaire

Backpacker & Boarding House

Public & Products Liability Insurance

Arranged through ASR Underwriting Agencies Pty Ltd Underwritten by Certain Underwriters at Lloyd's



IMPORTANT NOTES

PLEASE READ THESE GUIDANCE NOTES BEFORE COMPLETING THE PROPOSAL FORM. WHERE FURTHER INFORMATION IS REQUIRED PLEASE ATTACH IT TO THIS PROPOSAL FORM.

This proposal must be typed, or completed in ink and signed and dated by such person (Proposer/You/Your) who must be of legal capacity and authorised by the Proposer to seek a quotation for Liability Insurance and any additional coverage that may be provided by the Insurer. Please answer every question fully, and state "NIL" or "NONE" as applicable. Incomplete answers may not be accepted and can delay quotation.

Should there be insufficient room in the Proposal Form for full details, please attach further information on signed and dated sheets, wherever possible following the same format and paragraph number. It is the duty of the Proposer to disclose all material facts to Insurers. Where this is omitted, the Insurers may avoid their obligation under the Policy.

For the purpose of the Proposal and for all purposes relating to any policy issued pursuant to this Proposal, a 'material fact' shall be deemed to be one that would be likely to influence an Insurer's judgement and acceptance of Your Proposal. Upon acceptance of the Insurers' terms and conditions and payment of the premium, all information provided by the Proposer together with the guidance notes will be deemed to be incorporated in the contract between Insurers and the Proposer.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms. You have this duty until we agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

If you do not tell us something:

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both. If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

Privacy

We are committed to protecting your privacy. We use the information you provide to us to assist with your insurance needs. We provide your information to insurance underwriters, brokers and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to certain Underwriters at Lloyd's when we are seeking insurance terms from them, or to reinsurers who are located overseas. We also supply your information to the providers of our policy administration and underwriting systems that help us to maintain our products and services. You will be advised where those companies are located at the time any advice is given to you. We do not trade, rent or sell your information. If you do not provide us with full information, we cannot properly seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy by telephone to our Privacy Officer on 07 3442 3301 or visit our website www.asruw.com.au

Excess

The policy provides that You will be required to bear a specified amount of all claims and this is for each and every claim made against You including defence costs. We will let You know when the excess is payable.

Your Legal Liability

If you take out a Liability cover section, the financial risk of court awards through litigation is ever increasing and we recommend that You select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability, when you take out a Liability cover section.

Waiver of Rights

If You have entered into an agreement with another party, which prevents your Insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should You now be a party to such an agreement or be requested to enter such an agreement in the future, please advise your Broker in writing so we may notify the Insurer.

Risk Survey

Acceptance of the proposed risk may be subject to a survey to be carried out by or on behalf of the Insurers. In the event that the survey results in findings of misrepresentation, Insurers may be able to decline any potential claim. Please note that by carrying out a site survey and report any ensuing requirements &/or recommendations shall not constitute any undertakings on the part of the Insurers or others to determine or warrant that the premises surveyed are safe, fit or compliant with any Federal, State, Local Government law, statute, by-law, rule, regulation, building code or the like.

Broker

Contact Name

Phone

Fax

Email

Insured Information

In order that we may consider offering renewal of the above account, we would ask that you have your client complete the following information in full and return to this office within three weeks prior to the renewal date. Please note that we require all questions to be answered, and we will require an original along with the Insured's signature if cover is required from Renewal date.

Cover Requirements	
Due Date	<input type="text"/>
Policy Number	<input type="text"/>
Expiring Premium \$	<input type="text"/>
Limit of Liability Required	A\$5,000,000 <input type="checkbox"/> A\$10,000,000 <input type="checkbox"/> A\$20,000,000 <input type="checkbox"/> other <input type="checkbox"/> <input type="text"/>
Optional Excess	A\$5,000 <input type="checkbox"/> A\$10,000 <input type="checkbox"/>

Full Name of Insured(s)

Trading Name of Establishment

ABN

Interested Party (ies)

Type of Interest.(Eg L/ord, Financier, Local Council, etc)

Address of Insured Establishment State Postcode

Number of Years Trading at this venue

Contact Person

Telephone No

Web Address (If available)

Are you the Property Owner Only? yes no

Are you the Business Operator Only? yes no

Are you the Property Owner & Operator? yes no

Are you a member of any Accommodation Association(s)? yes no

If yes, which ones?

Operational Information

What is the type of establishment to be insured?

- Backpackers
- Boarding House
- Student Accommodation
- Residential Care
- Other, please specify

Do you have

Happy Hour/Discounted Drinks	yes	<input type="checkbox"/>	no	<input type="checkbox"/>			
If yes, duration frequency	1-2 hr	<input type="checkbox"/>	2-3 hr	<input type="checkbox"/>	4+ hr	<input type="checkbox"/>	
	daily	<input type="checkbox"/>	weekly	<input type="checkbox"/>	f/nightly	<input type="checkbox"/>	
	monthly	<input type="checkbox"/>	other	<input type="checkbox"/>			
Communal Kitchen	yes	<input type="checkbox"/>	no	<input type="checkbox"/>			
Formalised Hens/Bucks parties	yes	<input type="checkbox"/>	no	<input type="checkbox"/>			
Childminding Facilities	yes	<input type="checkbox"/>	no	<input type="checkbox"/>			
Auditorium	yes	<input type="checkbox"/>	no	<input type="checkbox"/>			
Gymnasium	yes	<input type="checkbox"/>	no	<input type="checkbox"/>			
Dance Floor	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	Size (approx) <input style="width: 100px;" type="text"/>	sqm	
Dancing	never	<input type="checkbox"/>	1-2 week	<input type="checkbox"/>	f/nightly	<input type="checkbox"/>	
					monthly	<input type="checkbox"/>	
					occasional	<input type="checkbox"/>	
Live Entertainment	never	<input type="checkbox"/>	1-2 week	<input type="checkbox"/>	f/nightly	<input type="checkbox"/>	
					monthly	<input type="checkbox"/>	
					occasional	<input type="checkbox"/>	
Discos	yes	<input type="checkbox"/>	no	<input type="checkbox"/>	How Often?	<input style="width: 100px;" type="text"/>	
A Cover Charge	yes	<input type="checkbox"/>	no	<input type="checkbox"/>			
Nightclub					yes	<input type="checkbox"/>	
<small>For definition see page 10 section 14.2 of the ASR Hotel/Motel/Backpacker Liability Wording</small>						no	<input type="checkbox"/>

If you have entertainment please describe what entertainment you provide Please provide details. (ie.: Rock bands / duo's / country)

Please supply details of any outside activities including fundraising conducted by the Insured (e.g. organise/sponsor fetes, rodeos, carnivals etc.)

Have you adopted the ASR Underwriting Incident Report Procedures? yes no

Have you adopted the ASR Underwriting Quarterly Inspection Reports? yes no

Have you complied with the risk recommendations requested by ASR Underwriting? yes no
(Only if applicable)

Are you aware of any claims / incidents in the last twelve months which may or may not result in a claim against this policy? If yes, please provide full details. yes no

Accommodation

How many units/rooms do you have for letting out or rental?

Max Number of Persons per room?

Is there a Managers Residence?

yes no

Do you comply with Government Regulations

yes no

Do you have smoke detectors?

yes no

If yes, Are they?

Hard Wired

Battery Operated

Are the smoke detectors monitored

By a Central Monitoring Station

Locally

Other fire protection (Please provide details)

TURNOVER/INCOME DETAILS

Please provide your turnover for the following areas

If you provide just one figure for all areas then you will be charged the one rate on your entire turnover. By doing this you will not achieve the lowest possible premium.

	This Year	Last Year
Accommodation	\$ <input type="text"/>	\$ <input type="text"/>
Bar & Restaurant	\$ <input type="text"/>	\$ <input type="text"/>
Function Centre	\$ <input type="text"/>	\$ <input type="text"/>
Bottle Sales	\$ <input type="text"/>	\$ <input type="text"/>
Any Other Source	\$ <input type="text"/>	\$ <input type="text"/>
TOTAL	\$ <input type="text"/>	\$ <input type="text"/>
Number of Staff	Full Time <input type="text"/>	Part Time <input type="text"/>

Additional Information

Important Notes

Excess

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Your Legal Liability

The financial risk of court awards through litigation is ever increasing and we recommend that you select a Limit of Liability that takes into account the future cost of claims including legal fees and costs of defence. Even higher limits are available than your current limit if required. Defence costs are included within the limit of liability.

Waiver of Rights

If you have entered into an agreement with another party, which prevents your insurer from taking recovery action for compensation from that party it may affect Your rights to cover under this Policy. Should you now be a party to such an agreement or be requested to enter such an agreement in the future, please advise Your Broker in writing so we may notify the Insurer. Your Duty of Disclosure - Before you enter into an insurance policy, it is your duty to disclose every matter that you know, or could reasonably be expected to know, to be relevant to the insurance company's decision whether to give you insurance cover and, if so, on what terms.

Consequences of Non-Disclosure or Misrepresentation

If you breach your duty of disclosure; the insurer(s) may be able to refuse to pay a claim or to cancel your policy. The same applies where you have made a misrepresentation, if fraudulent (ie. done deliberately for the purpose of obtaining insurance, or for obtaining it on favourable terms) the insurance company may be able to 'avoid' your policy. This means that the insurance company can treat the policy as never having existed. Non-disclosure or misrepresentation in relation to one policy may affect your ability to obtain other insurance in the future. If you are unsure whether some information may be disclosable or not we suggest you call your insurance broker and seek guidance.

Risk Survey

Acceptance of the proposed risk may be subject to a survey to be carried out by or on behalf of the underwriters. In the event that the survey results in findings of misrepresentation underwriters may be able to decline any potential claim. Please note that by carrying out a site survey and report any ensuing requirements &/or recommendations shall not constitute any undertakings on the part of the underwriters or others to determine or warrant that the premises surveyed are safe, fit or compliant with any Federal, State, Local Government law, statute, by-law, rule, regulation, building code or the like.

Privacy

We are committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure this risk. We only provide your personal information to our insurer(s) and reinsurers (and their representatives) and those we appoint to assist us with underwriting and claims under your policy(ies). We do not trade, rent or sell your information. Some or all of the insurer(s) and reinsurers may be overseas.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the information we hold about you at any time.

For more information about our Privacy Policy, ask us for a copy.

Risk Management

If you have not done so, it is a condition of this insurance that within one (1) week of the commencement of this insurance you must IMPLEMENT and maintain the following: -

Keep an incident report concerning –

- a) Formal complaints from patrons
- b) Patrons who have caused a fight or altercation in your establishment
- c) Ambulance calls to your premises
- d) Police called to your premises
- e) Patrons who have slipped and fallen on your premises
- f) Patrons who have been injured on your premises

This incident report log should be available for inspection if requested.

DECLARATION – YOUR DUTY OF DISCLOSURE

I confirm that:

I am authorised on behalf of the insured(s) to sign this proposal.

I understand that the duty of disclosure applies to all insured(s). The answers are provided on behalf of all persons/entities comprising the insured(s).

I understand the questions in the proposal.

Whilst some or all of the answers to the questions may not be checked by me I certify they are correct to the best of my knowledge and belief.

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position