

Insurance Renewal Questionnaire

Hotel / Motel / Resort / Restaurant Combined Liability Insurance

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



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.

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

Cover Requirements

Due Date

 / /

Policy Number

Limit of Liability Required

A\$5,000,000

A\$10,000,000

A\$20,000,000

other

Optional Excess

A\$5,000

A\$10,000

Full Name of Insured(s)

Trading Name (Hotel)

Address of Insured Establishment

State

Postcode

Trading Name (Bottleshop)

Address of Insured Establishment

State

Postcode

Hours of operation

Mon, Tues, Wed

from

to

Thurs, Fri, Sat, Sun

from

to

Other

from

to

Number of Staff

Full Time

Part Time

Do you use labour hire personnel? If yes, please advise activities of labour hire personnel

yes

no

Licensed Capacity of Venue (Number of Patrons)

Are you the: Licencee Only

Property Owner and Licencee

Do you have

Happy Hour/Discounted Drinks

yes

no

If yes, duration frequency

1-2 hr

2-3 hr

4+ hr

daily

weekly

f/nightly

monthly

other

Formalised Hens/Bucks parties

yes

no

Topless Wait Staff

yes

no

Childminding Facilities

yes

no

Auditorium

yes

no

Gymnasium

yes

no

Dance Floor

yes

no

Size (approx)

sqm

Dancing

never

1-2 week

f/nightly

monthly

occasional

Live Entertainment

never

1-2 week

f/nightly

monthly

occasional

Discos

yes

no

How Often?

Nightclub

For definition see page 13, section 14.2, of the ASR Hotel/Motel/Backpacker/Resorts Liability Wording

yes

no

A Cover Charge

yes

no

Please provide details

Please advise details of any entertainment activities; eg. rockbands, duos, soloists etc.

Do you utilise Door Control &/or Security Contractors?

yes

no

If YES, are they

contractors

employees

If security staff are employees, do they have a current security license?

yes

no

Have security employees completed accredited security training?

yes

no

Do security personnel have their own Liability Insurance Cover?

yes

no

Number of security contractors/employees

Do you have any playground or other activities available to patrons? If yes, conditions apply.

yes

no

Operational Information

(mandatory information required)

Do you engage any labour hire? yes no

If Yes, please provide:

Estimated payments to labour hire? \$

What is the nature of work carried out by labour hire?

Do you engage any sub contractors? yes no

If Yes, please provide:

Estimated payments to sub contractors? \$

What is the nature of work carried out by sub contractors?

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
Bar Sales	\$ <input type="text"/>	\$ <input type="text"/>
Bottle Sales from Hotel	\$ <input type="text"/>	\$ <input type="text"/>
Bottle Sales from offsite Bottle Shop	\$ <input type="text"/>	\$ <input type="text"/>
Food / Accommodation /All other	\$ <input type="text"/>	\$ <input type="text"/>
Nett Gaming	\$ <input type="text"/>	\$ <input type="text"/>
TOTAL	\$ <input type="text"/>	\$ <input type="text"/>

Show percentage of work performed in each state.

NSW	<input type="text"/> %	ACT	<input type="text"/> %
VIC	<input type="text"/> %	TAS	<input type="text"/> %
QLD	<input type="text"/> %	WA	<input type="text"/> %
SA	<input type="text"/> %	NT	<input type="text"/> %

Minimizing Claims Against You

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

If no, please provide a copy of your incident reporting procedures.

Have you complied with the risk recommendations requested by ASR Underwriting? yes no

Are you aware of any claims / incidents in the last five years which may or may not result in a claim against this policy and or any adjustments to previous insurers reserve/payments? If yes, please provide full details. yes no

Additional Information

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 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.

AUTHORISED SIGNATORY

Dated

NAME OF SIGNATORY

Position

CANCELLATION CHARGES

If we are requested to cancel the policy, we will charge the following short period rate premiums. We will hold you and or your insurance intermediary liable to pay these amounts.

Within 1 month of inception:	25% of the quoted premium
Within 2 months of inception:	20% of the quoted premium
Within 3 months of inception:	15% of the quoted premium

Thereafter at terms to be agreed with underwriters.