

# Proposal Form

## Ten Pin Bowling Alley

### 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 policy, it is Your duty to disclose every matter that You know, or could reasonably be expected to know, to be relevant to the Insurer'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 Insurer(s) may be able to 'avoid' Your policy. This means that the Insurer(s) 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.

#### 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 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. Copies of the Proposal Form should be retained for Your own records.

#### 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

## Liability Cover Requirements

Period of Cover required from  to

Current Limit of Indemnity \$

Expiring Premium \$

Limit of Liability Required A\$5,000,000  A\$10,000,000  other

Optional Excess A\$5,000

## Company Information

Full Name of Insured(s)

ABN

Trading Name of Establishment  Address of Insured Establishment  State  Postcode

Interested Party (ies)

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

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 Licensee Only? yes  no

Are you the Property Owner & Licensee? yes  no

Where Are You Based? Rural  Surburbia  City

## Operational Information

**Hours of operation**      MTWTFSS      from  to   
    TFSS      from  to   
    Other      from  to

How Many Lanes do you have?

Total No of Leagues

How many people are in the Leagues?

Do you have signage at the Ball return advising patrons "Danger: Crushed Fingers, Allow Ball to Come To Rest?"      yes       no

### Do you have

Childminding Facilities      yes       no   
 ARcade Games      yes       no       how many?   
 Licensed Bar      yes       no   
 Cafe or Restaurant      yes       no   
 Pro Shop      yes       no

## Construction

Estimated Total Value of Building      \$

Age of Building       years

Building Materials (please mark all that are applicable)

**Roof**      Tile       Iron/Metal       Concrete       Other   
**Walls**      Timber       Brick       Concrete       Other   
**Ground Floor**      Timber       Stone etc       Concrete       Other   
**Upper Floor (s)**      Timber       Steel       Concrete       Other   
**External Stairway (s)**      Timber       Steel       Concrete       Other

No. of Storeys?

No. of Lifts?

No. of Escalators?

No. of Internal Stairways?

No. of External Stairways?

Are the Stairways supported by Handrails?      yes       no

Do you have hard-wired smoke detectors?      yes       no

Are the smoke detectors monitored       By a Central Monitoring Station       Locally

Other fire protection (Please provide details)



## Security

Do you have video surveillance of the car park? yes  no

Do you have video surveillance within the Hotel? yes  no

If Yes, how long are surveillance films kept for?

Do you utilise Door Control &/or Security Personnel? yes  no

If YES, do you contract out to Private Firms? yes  no

*If yes, it is a condition of coverage that you provide a certificate of the Security Companies liability insurance with your establishment as a named insured on their policy within 30 days of policy inception. Minimum A\$5,000,000 liability cover.*

## Carpark & Surrounding Areas

How many car parking bays are there? n/a

What type of surface does the car park have? (Bitumen, dirt, etc)

Are potholes fixed as soon as possible? yes  no

Does your car park have lighting? yes  no

Is the lighting on all night? yes  no

If there are speed-humps are they clearly visible? yes  no  n/a

Are Advertising Boards secured? yes  no  n/a

Are frequent checks made to ensure that broken glass and rubbish is cleared regularly? yes  no  n/a

Are overhanging branches cut when required? yes  no

## Minimizing Claims Against You

How many years of experience do you have in running a venue of this type? If new venture, please provide details of relevant experience on Page 7 of this proposal form.

Do you ensure that all staff are on the alert for intoxicated persons? yes  no

Do you have signs that remind staff and patrons of responsible alcohol consumption? yes  no

Do you and/ or your staff make sure that you do not serve visibly intoxicated patrons? yes  no

Do you have adequate staff to monitor security and clear tables? yes  no

Do you ensure that there is no overcrowding? yes  no

Do you and/ or your staff promote soft drinks? yes  no

Do you and/ or your staff make sure that intoxicated persons do not take part in sporting/ physical activities? yes  no

What process / recovery plan is in place in the event of missing persons - namely children?

## Day to Day

- Do you have a formal incident report procedure in place for injuries sustained on the premises?      yes       no
- Will you adopt the ASR Underwriting Incident Reporting Document, and notify ASR Underwriting or your broker of all Incidents described in the Document within 24hours?      yes       no
- Do you agree to complete the Quarterly Premises Inspection Report Form on a monthly basis and keep on file within your premises?      yes       no
- Are cracked plates and glasses disposed of immediately?      yes       no
- Do you check bar furniture for rough edges and take action to reduce sharp edges?      yes       no
- If you have a fireplace do you have a guard to stop embers and falling combustibles?      yes       no
- Are your air conditioners checked regularly?      yes       no
- Do you have a basic staff-training program?      yes       no
- Is public transport available locally or can you supply taxi numbers?      yes       no

## HISTORY

**Important: If you are in any doubt refer to your broker to ensure all relevant details are disclosed. Any wrong answer you provide may affect your future claims.**

- Have you ever had any food or health violations against you?      yes       no
- Have you or any persons connected with this insurance ever had a revoked licence?      yes       no
- Have your or any partner or director:**
- Been declared bankrupt or had legal proceeding lodged against you?      yes       no
- Had an insurer that has declined to insure you?      yes       no
- Had an insurer that has declined to renew your insurance?      yes       no
- Had an insurer that has imposed special conditions on your insurance?      yes       no
- Have you within the last 10 years, suffered a claim that would have been covered by this insurance and or claimed for any loss or damage or received any demand or writ for personal injury or damage to property?      yes       no
- After enquiry, are you or any director or employee aware of or have any grounds for suspecting any circumstances which might give rise to a claim, against you or against any of the present or former directors during the last 10 years?      yes       no

*Please provide full details, if any answers to the above questions are Yes.*

With any previous claims, please detail amount paid or reserved, the year and your excess at the time and background information on the claim.

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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.

Do you consider that your establishment is a good insurance risk?      yes       no

Please tell us if you think a reduction or loading should be implemented

**AUTHORISED SIGNATORY**

Dated

**NAME OF SIGNATORY**

Position

**CANCELLATION CHARGES**

If we have to cancel the policy due to non-payment of the premium 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:	15% of the quoted premium
Within 2 months of inception:	20% of the quoted premium
Within 3 months of inception:	25% of the quoted premium

Thereafter at terms to be agreed with underwriters.

Please note that in the event of a mid-term cancellation request, we shall require a copy of the written notification evidencing the request. In the case of joint or multiple insureds the person notifying cancellation will need to have the required authority.