



**ASR** Underwriting  
Agencies

# Renewal Form

PUBLIC AND PRODUCTS LIABILITY

## BACKPACKER & BOARDING HOUSE

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](http://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 DETAILS

Broker Name		Contact Name	
Phone Number		Fax Number	
Email Address			

## COVER REQUIREMENTS

Due date				
Policy number				
Expiring premium	\$			
Limit of liability required	<input type="checkbox"/> A\$5,000,000	<input type="checkbox"/> A\$10,000,000	<input type="checkbox"/> A\$20,000,000	<input type="checkbox"/> Other
Optional excess	<input type="checkbox"/> A\$5,000	<input type="checkbox"/> A\$10,000		

## COMPANY INFORMATION

Full name of Insured				
Trading name of establishment				
ABN				
Address of insured establishment				State
				Postcode
Interested party(ies)				
Type of interest (eg. L/lord, financier, local council etc)				
Number of years trading at this venue				
Contact person			Telephone no	
Web address				
Are you the property owner only?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Are you the business operator only?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Are you the property owner and operator?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Are you a member of any accommodation association(s)? If yes, which one(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

## OPERATIONAL INFORMATION

Type of establishment to be insured	<input type="checkbox"/> Backpackers	<input type="checkbox"/> Boarding house	<input type="checkbox"/> Student accommodation
	<input type="checkbox"/> Residential care	<input type="checkbox"/> Other (please specify)	
<b>Do you have:</b>			
Communal kitchen	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Childminding facilities	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Auditorium	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Gymnasium	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>If you have a licensed restaurant, bar or function centre, do you have:</b>			
Happy hour/discounted drinks?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 1-2hr
			<input type="checkbox"/> 2-3hr
			<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
Formalised hens/bucks parties	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Dance Floor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Dance floor size (approx) <span style="float: right;">sqm</span>
Dancing	<input type="checkbox"/> Never	<input type="checkbox"/> 1-2 week	<input type="checkbox"/> f/nightly
			<input type="checkbox"/> monthly
			<input type="checkbox"/> Occasional
Live entertainment	<input type="checkbox"/> Never	<input type="checkbox"/> 1-2 week	<input type="checkbox"/> f/nightly
			<input type="checkbox"/> monthly
			<input type="checkbox"/> Occasional
Discos	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, how often?
Nightclub	<input type="checkbox"/> Yes	<input type="checkbox"/> No	For definition see page 13, section 14.2, of the ASR Hotel/Motel/Backpacker/Resorts Liability Wording
If you have any entertainment please provide full details eg. Rock bands/duos/soloists/guest DJ's/themed nights or promotional drinking nights.			

## OPERATIONAL INFORMATION

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?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you adopted the ASR Underwriting Quarterly Inspection Reports?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you complied with the risk recommendations requested by ASR Underwriting? (Only if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 under additional information.	<input type="checkbox"/> Yes <input type="checkbox"/> No

## ACCOMMODATION

No. of bedrooms for letting out or rental		Max. no. of persons per room	
Is there a managers residence?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you comply with government regulations?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Are smoke detectors fitted in all accommodation rooms?	If yes, are they:	<input type="checkbox"/> Hard wired	<input type="checkbox"/> Battery operated
Are the smoke detectors monitored?	<input type="checkbox"/> By a central monitoring station <input type="checkbox"/> 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	\$	\$
Bar and restaurant	\$	\$
Function centre	\$	\$
Bottle sales	\$	\$
Any other source	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>
Number of staff	Full time	Part time

## ADDITIONAL INFORMATION


## 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

- Formal complaints from patrons
- Patrons who have caused a fight or altercation in your establishment
- Ambulance calls to your premises
- Police called to your premises
- Patrons who have slipped and fallen on your premises
- 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	

## 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	Thereafter at terms to be agreed with underwriters
Within 2 months of inception:	20% of the quoted premium	
Within 3 months of inception:	15% of the quoted premium	

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.