



# ASR

Underwriting  
Agencies

## Renewal Form

### HOTEL / RESORT / RESTAURANT

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

<b>Due date</b>		<b>Policy number</b>	
<b>Limit of liability required</b>	<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
<b>Optional excess</b>	<input type="checkbox"/> A\$5,000	<input type="checkbox"/> A\$10,000	
Full name of Insured			
Trading name (hotel)	Address of insured establishment	State	Postcode
Trading name (bottleshop)	Address of insured establishment	State	Postcode

## OPERATIONAL INFORMATION

Hours of operation	Mon, Tues, Wed	From		To	
	Thurs, Fri, Sat, Sun	From		To	
Number of staff	Full time		Part time		
Do you use labour hire personnel?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, please advise activities of labour hire personnel			
Licensed capacity of venue (number of patrons)					
Are you the:	<input type="checkbox"/> Licensee only <input type="checkbox"/> Property owner and licensee				
<b>Do you have:</b>					
Happy hour/discounted drinks?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, duration frequency	<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				
Topless wait staff	<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				
Dance Floor	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dance floor size (approx)	sqm		
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			
A cover charge	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide details			
Please advise details of any entertainment activities; eg. rockbands, duos, soloists etc.					
Do you utilise door control &/or security contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, are they:	<input type="checkbox"/> contractors	<input type="checkbox"/> employees	
If security staff are employees, do they have a current security license?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Have security employees completed accredited security training?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Do security contractors have their own liability insurance cover?				<input type="checkbox"/> Yes <input type="checkbox"/> No	
Number of security contractors/employees					
Do you have any playground or other activities available to patrons? If yes, conditions apply.				<input type="checkbox"/> Yes <input type="checkbox"/> No	



## 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 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	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	