

Freeman McMurrick Hotel Package Proposal Form

INSTRUCTIONS TO THE PROPOSER

- Before completing this Proposal Form please read the "Important Notices" on Page 7 and 8.
- The Declaration Section on Page 8 of this Proposal Form must be signed for this form to be complete.
- All questions must be answered in FULL. If there is insufficient space to complete your answer then please attach a separate, signed and dated sheet identifying the Hotel name and the question concerned.

INSUREDS DETAILS

**Operator/
Insured Name:** _____

**Property
Owner/Name:** _____

Location 1: _____

Policy Period: _____ / _____ / _____ to _____ / _____ / _____

How many year experience has the insured had operating this type of risk?

Do you wish for both Operator & Property Owner to be noted on this policy? YES / NO

YOUR DUTY OF DISCLOSURE

Has any insurer declined, refused, withdrawn or permitted withdrawal or cancelled a proposal or policy or imposed special terms? Yes / No

Are there any circumstances of which the insurer should be advised which could be material to its decision to accept this risk? Yes / No

CLAIMS EXPERIENCE – PAST 5 YEARS

Date of Loss	Class	Details of Loss	Current Status	Amount Paid

PROPERTY SECTION

Type of Business:	<u>Hotel</u> Yes/No	<u>Gaming Venue</u> Yes/No	<u>Tavern</u> Yes/No
	<u>Accommodation</u> Yes/No No. of rooms	<u>Property Owners</u> Yes/No	<u>Other (Details Required)</u>
	<u>Wine Bar</u> Yes/No	<u>Bottleshop</u> Yes/No Attached/ Detached (N.B. If detached please complete separate questionnaires)	
Insured's experience in running a licensed hotel, Pub, Bar or Tavern?			
Is There a Night Club on the Premises *	Yes/No		
Current Underwriter:			
CONSTRUCTION DETAILS			
Age of Building?			
Premises recently been renovated?	Yes/No (If yes, please provide details)		
General condition of the building? (One option to be circled)	Good	Average	Poor
Age of electrical wiring?	If premises older than 40 years: 1. it must have been rewired since 1990 OR 2. have obtained an electricians report confirming compliant condition OR 3. had the wiring thermo graphically scanned within the past 2 years with no faults recorded		
Construction?	<u>Walls</u> (If mixture please provide % of each)	<u>Floors</u> (If mixture please provide % of each)	<u>Roof</u> (If mixture please provide % of each)
FIRE PROTECTION			
Sprinklered?	Yes/No	Single or Dual Supply?	Area Coverage %
Fire Alarm?	Yes/No	Heat or Smoke?	Area Coverage %
If monitored, is the fire alarm monitored to the fire brigade?	Yes/No		
Smoke Detectors?	Yes/No	Hardwired or Battery	Area Coverage %
Do all accommodation rooms have smoke detectors installed?	Yes/No		
Extinguishers?	Yes/No		

Hose Reels?	Yes/No	Quantity?	Type?
Is coverage for the extinguishers and hose reels to the Building Code of Australia requirements?	Yes/No		
Are staff trained to use all the fire fighting equipment?	Yes/No		
Is all fire fighting equipment serviced 6 monthly?	Yes/No		
Premises connected to Town Water?	Yes/No		
What Is the fire brigade?	Full time or Volunteer		
What is the distance from the hotel to the nearest fire station?			
What is the response time?			
KITCHEN			
How many deep fryers are there?			
Are the deep fryers thermostatically controlled with automatic cut off switches?	Yes/No		
Are filters cleaned on a weekly basis?	Yes/No		
Are hoods and ducting cleaned every six months by a professional cleaner?	Yes/No		
Is the kitchen fitted with 2 x 4.5kg dry or wet chemical fire extinguishers?	Yes/No		
Is there a fire blanket installed?	Yes/No		
SECURITY DETAILS			
<u>Doors</u>	Deadlocks	Yes/No	
	Padlocks	Yes/No	
	Other (details required)		
<u>Windows</u>	Bars	Yes/No	
	Keylocks	Yes/No	
	Other (details required)		
<u>Alarm</u>	Monitored	Yes/No	
	Dedicated Line	Yes/No	
	Security Patrols	Yes/No	
	Other (details required)		
Are there CCTV cameras installed?	Yes/No	How Many?	
Is there exterior lighting around the premises?	Yes/No		
Are all perimeter points protected?	Yes/No		
Are bollards installed in front of all ram raid accessible entry points?	Yes/No		
How many ATM's are on the premises?			
Where are the ATM's located? And are they ram raid accessible?			
Are the ATM's bolted to the floor?	Yes/No		
What is the security on the ATM's? (Time delay, CCTV, motion detectors etc)			

PROPERTY SECTION – MONEY QUESTIONNAIRE

1. How many safes are there on the premises, and what types of safes are they? Please also note the maximum in each safe at any one time.			
	SAFE 1	SAFE 2	SAFE 3
Safe Location			
Safe Type (as per legend below)			
Maximum in Safe at any one time			

A = Key Lock, B = Key/Combination, C = Two Key Lock, D = Electronic, E = Combination, F = Time Delay (please specify how many minutes), G = Free Standing, H = Fixed

2. How many individuals have access to each of the safes?			
	SAFE 1	SAFE 2	SAFE 3
Managers			
Owners			
Any other staff			

3. How often is banking done? _____

4. What is the average amount banked?	What is the maximum amount banked?

5. Banking Procedures: Are professional money carriers used? Yes / No. If yes, who?

If no, please describe banking procedures below (distance to bank, how is money carried, who carries the money etc):

6. Are note acceptors removed from gaming machines (not applicable in South Australia and Western Australia) after close and poker machines doors left open? _____

7. How many gaming machines does the hotel have? _____

8. What security is in place whilst cash is being counted? Is this conducted in a strongroom or similar? Please describe:

9. Are there personal duress or fixed duress alarms? _____

MACHINERY AND COMPUTER BREAKDOWN SECTION

Please declare the Total Value of:

Building	\$ _____
Plant and Machinery (excluding mobile plant & equipment)	\$ _____
Computers and Electronic Equipment	\$ _____
Refrigerated Stored Goods	\$ _____
	Limit Any One Claim
Machinery Breakdown	\$ _____
Boiler & Pressure Vessel Explosion	\$ _____
Deterioration of Stock	\$ _____
Mobile/Portable Electronic Equipment	\$ _____
Computers and Ancillary Equipment	\$ _____
Restoration of Data	\$ _____
Increased Cost of Working	\$ _____

DECLARED VALUES/ LIMITS OF LIABILITY

Section 1: Material Damage

Limit of Liability: \$

Declared Values for the purpose of Co-insurance and Premium

Sum Insured

Buildings and adjoining Structures (including Removal of Debris) \$

Stock in Trade and/or Merchandise \$

Plant, Machinery and all other Property and Contents unless otherwise specified
(including removal of debris) \$

Total Declared Value Section 1 \$

Specified items (please provide details in a separate list)

Optional Cover:-

Flood Yes / No

Action by the Sea, Tidal Wave, Water Yes / No

Docks, Wharves and Piers not forming part of any building Yes / No

Section 2: Business Interruption

Item 1 Gross Revenue - Hotel only including Bistro, Bottleshop, accommodation etc. \$

Item 2 Gaming Revenue \$

Item 3 All other:

1. Professional Fees \$

2. Additional Increased Cost of Working \$

3. Loss of Rent \$

Total Declared Section 2 \$

Indemnity Period: _____ Months

Section 3 : Burglary/Theft

Contents including liquor, tobacco and cigarettes \$

Section 4: Money

Money in Transit or Night Safe \$

Money on the Business Premises during normal business trading hours \$

Money on the Business Premises outside normal business trading hours \$

Money in Locked Safe \$

Money in Private Residence \$

Money in ATM \$

Section 5: Glass

Replacement Value

Section 6: Employee Dishonesty –Limit any one Loss \$

Section 7: Accidental Damage \$

Section 8: Extra Cost of Reinstatement \$

PUBLIC AND PRODUCTS LIABILITY SECTION

1.	LIMIT OF LIABILITY	\$10,000,000		\$20,000,000
2.	ANNUAL REVENUE FIGURES			
	Bar Receipts	\$		
	Gaming (Net Gaming Revenue less tax, excluding GST)	\$		
	Bottleshop (Excluding GST)	\$		
	Restaurant (Excluding GST)	\$		
	Accommodation (Excluding GST)	\$		
	All Other (Excluding GST)	\$		
	TOTAL OF ABOVE	\$		
3.	Rental Income (Excluding GST) – Property Owners Only	\$		
4.	What is the annual wage roll	\$		
5.	Number of employees	.....Full Time .....Part time /Casual		
6.	Please ✓ the location of the facility	.....City .....Country		
7.	Is the venue capacity greater 200 people	YES / NO		
8.	Does the facility have disco/nightclub operations?	YES / NO		
	Is an entry fee charged (i.e, cover charge)?	YES / NO		
	If a fee is charged how many nights per week/ times per year?	.....	
9.	Is there a dance floor at this venue?	YES / NO		
	If YES average monthly usage	.....	
	Size of Dance floor	..... sqm		
10.	Does the facility have live entertainment? <i>If yes, please specify FULL details including estimated number of times per year (eg duos/rock bands/jazz quartet)</i>	YES / NO		
11.	What are the actual trading hours of the facility? (not licensed hours)			
12.	Does the facility hire security staff i.e. Bouncers?	YES / NO		
	Is this security, either:			
	a. Internal – staff employed by Insured for security duties only	YES / NO		
	b. External – Contracted Security	YES / NO		
	c. Combination of a) and b)	YES / NO		
	<i>If External, what is the name of security company? (Insured should ensure that contractor has current liability & workers comp in place)</i>			
13.	Does the facility have video surveillance?	YES / NO	Internal / External / Both	
	Is the footage recorded and how long kept?	YES / NO	Footage kept period:	
14.	Are staff trained in completion of Day Book in respect of incident reports?	YES / NO		
15.	Is the Building more than 3 storeys?	YES / NO		
		If Yes, how many?		

15.	Please advise if you have any of the following facilities on site and, if so, provide the additional information required				
	<ul style="list-style-type: none"> • Accommodation 	YES / NO		<ul style="list-style-type: none"> • Swimming Pools / Spa 	YES / NO
	No. of Rooms				How many?
	<ul style="list-style-type: none"> • Poker/card machines 	YES / NO		<ul style="list-style-type: none"> • Tennis Courts 	YES / NO
	Care, Custody Control Limit	<i>How many?</i>			How many?
		\$			
	<ul style="list-style-type: none"> • Bistro/Restaurant Staff 	YES / NO		<ul style="list-style-type: none"> • Squash Courts 	YES / NO
	Own Staff	YES / NO			How many?
	Contractors	YES / NO		<ul style="list-style-type: none"> • Bowling Greens 	YES / NO
	If contractors do you wish to extend your policy to include	.....			How many?
	Contractors Company Name	.....		
	<ul style="list-style-type: none"> • Child care facilities 	YES / NO		<ul style="list-style-type: none"> • Golf Course / Driving Range 	YES / NO
		<i>Capacity?</i>		<ul style="list-style-type: none"> • Beauty Treatment Facilities 	YES / NO
				(Provide full details of activities)	
	<ul style="list-style-type: none"> • Playground 	YES / NO		<ul style="list-style-type: none"> • Gymnasium 	YES / NO
				(Provide full details of activities)	
		Type?		<ul style="list-style-type: none"> • Other 	
	<ul style="list-style-type: none"> • Car Park Owned by the Insured 	YES / NO			
		How many spaces?			
16.	Does the facility's air-conditioning unit operate / involve cooling towers? YES / NO				
	If yes, does it meet with stage legislative requirements in respect to Legionella? YES / NO				
17.	PROPERTY OWNER LIABILITY ONLY		.....	
	Please list all tenants in building		.....	

OTHER DETAILS

18. Please advise of any additional information the insurers should be made aware about (Refer to the Duty of Disclosure):

IMPORTANT NOTICES

A. YOUR DUTY OF DISCLOSURE – CONTRACTS OF GENERAL INSURANCE

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer’s decision whether to accept the risk of the insurance and, if so, on what terms.

You have the same to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of any matter: -

- That diminishes the risk to be undertaken by the Insurer;
- That is of common knowledge;
- That your Insurer knows or, in the ordinary course of their business, ought to know;
- As to which compliance with your duty is waived by the Insurer.

B. 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.

C. UTMOST GOOD FAITH

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or continuation of cover provided by the Insurer.

D. NOT A RENEWABLE CONTRACT

Cover under this policy will terminate at expiry of the Period of Insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of the current policy so that terms of insurance and quotation/s can then be developed for your consideration.

E. CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you should advise us of any departure from your “normal” form of business (*ie* that which has already been conveyed to the Insurer). For example, acquisitions, changes in location or new overseas activities.

F. 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.

G. 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.

H. 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.

I. YOUR PREMIUM CALCULATION

The key factors that affect your premium are reflected in the questions asked in this document and the information sought at the time of taking out your Insurance. Sensitive information we rely on you to have obtained their consent on these matters.

J GENERAL INSURANCE CODE OF PRACTICE

Freeman McMurrick is bound by the General Insurance Code of Practice and have processes are in place to adhere to the requirements of the Code. Refer to www.codeofpractice.com.au for details of the code

K. COMPLAINT AND DISPUTE RESOLUTION.

Any enquiry or complaint relating to your Lloyds policy or a claim should be address to your Client Relationship Manager or via an email sent to Freeman McMurrick Pty Ltd’s mailbox – freemcm@freemanmurrick.com.au in the first instance.

If your complaint is not satisfactorily and promptly resolved, please contact Freeman McMurrick Pty Ltd's National Complaints Manager Telephone No. 02 9253 8081 who will attempt to resolve it in accordance with our Complaints and Disputes Handling Policy. You may obtain a copy of this policy from the National Complaints Manager or from our website: www.freemanmcmurrick.com.au

If after 10 days you are still not satisfied with the outcome determined, you should contact Lloyd's Underwriters' General Representative in Australia, Suite 2, Level 21 Angel Place, 123 Pitt Street, Sydney, NSW 2000 Telephone No. (02) 9223 1433 Facsimile Number: (02) 9223 1466.

Alternatively, if your concern is with the Insurer, you may contact the General Insurance Division of the Financial Ombudsman Service on 1300 780 808.

L. PRIVACY STATEMENT

Lloyds's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act). This sets out basic standards relating to the collection, use, disclosure and handling of personal information. "Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion. Information will be obtained from individuals directly where possible. Sometimes it may be collected indirectly (e.g. from your representatives).

Only information necessary for the arrangement and administration of Lloyd's business by Lloyd's, its agents and their representatives will be collected. This includes information necessary to accept the risk, to assess a claim, to determine competitive and appropriate premiums, etc..

Lloyd's and its agents disclose personal information to third parties who they believe are necessary to assist them in doing the above. These parties will only use the personal information for the purposes we provided it to them for (or if required by law).

When you give Lloyds's and its agents personal information about other individuals, we rely on you to have made or make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties we disclose it to, will use it for, and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done or will not do either of these things, you must tell us before you provide the relevant information. You are entitled to access your information if you wish and request correction if required. You may also opt out of receiving materials sent by Lloyd's by contacting Freeman McMurrick Pty Ltd via an email sent to - freemcm@freemanmcmurrick.com.au

Freeman McMurrick are committed to protecting your privacy. For more information about Freeman McMurrick's privacy policy, please refer to our website www.freemanmcmurrick.com.au

DECLARATION

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 this proposal form.

Whilst I may not answer some of these questions, I certify that I have checked them and that they are correct to the best of my knowledge and belief.

I/We agree that this proposal shall be the basis of the contract between me/us & the Insurers and I/we agree to accept the Policy subject to it's terms, conditions & exclusions.

This proposal must be signed by the **GENERAL MANAGER, SECRETARY OR PRESIDENT.**

Date	Signature	Title (eg Manager/Secretary)
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Liability of the Insurer does not commence until the Insurer has accepted the application.

Binding is contingent upon Freeman McMurrick confirming that cover is in place.