



# Guardian Underwriting Services Pty Ltd

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<b>Hotel Liability Proposal Form</b>			
Proposer and trading name:			
Interested Parties:			
Postal Address:			
Period of Insurance:	From 4.00pm	/ / 20	to 4.00pm / / 20
Full description of business			
Situation Insured :			State Postcode
Tax Status:	Registered <input type="checkbox"/> Yes <input type="checkbox"/> No	ABN	Taxable %
<b>General Questions</b>			
Ho long have you been operating this business?			
What is your estimated turnover for the next year?			
<b>Information</b>			
1. Is this public liability now proposed for insurance already insured?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "yes", please state the name of the insurer and expiry date			
2. Have you, your spouse or any director or partner in your business either alone or in conjunction with others ever had insurance declined or cancelled or had special terms imposed by an insurance company?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "yes", please provide full details			
3. Have you, your spouse or any director or partner in your business either alone or in conjunction with others sustained loss or damage, or has any other person / company made a claim on you, during the past five years?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "yes", please provide full details of any insurance claims made showing names of insurance companies and amounts of claims			
4. Are there any other matters you wish to disclose in relation to this application for insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "yes", please provide full details			

<b>COVERAGE</b>	
<b>Limit of Liability</b>	<b>Policy Limit</b>
Public Liability Limit of Indemnity	€
Products Liability Limit of Indemnity	€€
Are you seeking coverage for ownership of the property only	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Facilities / Entertainment</b>	
Does this hotel have any of the following:	
Sporting Activities including swimming pools	<input type="checkbox"/> Yes <input type="checkbox"/> No
Children's playgrounds	<input type="checkbox"/> Yes <input type="checkbox"/> No
Strippers or Topless Bar Staff	<input type="checkbox"/> Yes <input type="checkbox"/> No
A Nightclub	<input type="checkbox"/> Yes <input type="checkbox"/> No
Discos	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please advise frequency, attendance no's, and age groups involved	
<b>Food and Liquor</b>	
In relation to this hotel:	
Has your liquor license ever been suspended or revoked?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are your staff trained in the responsible serving of liquor?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have Happy Hours or Free Drink Cards	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do your staff monitor liquor consumption?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever had any food or health violations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please advise full details	
<b>Contractual Liability</b>	
Liability insurance can cover you for contractual Liability. You need to specify the contracts for which you require cover. Please indicate those required:	
TAB	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cleaners	<input type="checkbox"/> Yes <input type="checkbox"/> No
Aristocrat	<input type="checkbox"/> Yes <input type="checkbox"/> No
Tattersalls	<input type="checkbox"/> Yes <input type="checkbox"/> No
Cashcard (ATM)	<input type="checkbox"/> Yes <input type="checkbox"/> No
City Council	<input type="checkbox"/> Yes <input type="checkbox"/> No
Beverage suppliers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Food suppliers	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please advise full details	
Do you obtain from all Contractors / Sub – Contractors proof of current insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Security</b>	
In relation to this hotel:	
Do you have your own security staff ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the hotel contract out security staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes to either of the above, please advise full details	
Number of Security staff	
Hours of Security staff	
Do you have Video Surveillance:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please detail what areas are covered by video surveillance?	
Internally	
Externally	
How long are tapes kept?	

<b>Accommodation</b>		
In relation to this hotel:		
Do you provide accommodation?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to the above, please advise number of rooms		
If Yes to the above, please advise standard of rooms (i.e. Motel, Hotel, Backpackers)		
Stairs / Stairways detail		
Are there multiple stairways, ramps, lifts or alternatives?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to the above, please provide details		
<b>Incident Reporting</b>		
In relation to this hotel do you keep documentary reports:		
Patrons who have caused a fight or altercation	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Ambulance called to your premises	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Police called to your premises	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Patrons who have been injured while on your premises	<input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes to the above, please advise how long these records are kept?		
If Yes to the above, please advise standard of rooms (i.e. Motel, Hotel, Backpackers)		
Please provide details of any of the above incidents and your procedures for dealing with assaults		
<b>Estimated Revenue</b>		
Estimated Revenue for the Forthcoming Year	Bar Receipts	\$
	Bottle shop	\$
	Poker Machines	\$
	Other (Accommodation, Food, etc)	\$
	Poker Machines	\$
	Total	\$
Estimated Total payroll for the Forthcoming Year	All areas	\$
<b>Declaration:</b>		
In accordance with my/our duty of disclosure, I/we declare that the whole of the answers in this Proposal are true and correct and that I/we have withheld no information that might lead in any way to increase the companies risk or to influence its decision regarding this Proposal. I/we also declare that we have read and understood the statutory notices forming part of this Proposal.		
<b>SIGNED:</b>		<b>DATED</b>

## IMPORTANT NOTICES

### YOUR DUTY OF DISCLOSURE

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 duty 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 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 its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

### NON DISCLOSURE

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning

### AGENCY

Guardian Underwriting Services Pty Ltd ACN 060 176 543 (ABN 21 051 930 105) as Agent for the Insurer(s) shown on the Schedule. FSRA Licence number 255319. This Insurance contract is written under a 'Binding Authority Agreement' which gives Guardian authority to bind insurance contracts and / or settle claims on behalf of such Insurer (s). As a consequence Guardian is acting as Agent of such Insurer(s) and not as Your Agent. Guardian is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule.

### CANCELLATION

You may cancel this Certificate at any time by notifying Us in writing and We will refund premium to you based on the following formula:

We will retain a minimum 25% of original premium paid

90 days to 149 days (25-40% of Certificate term)	maximum refund 45% of premium paid
150 days to 199 days (40-55% of Certificate term)	maximum refund 30% of premium paid
200 days to 259 days (55-70% of Certificate term)	maximum refund 20% of premium paid
260 days or more	no refund (over 70% of Certificate term)

### PRIVACY

Guardian Underwriting Services Pty Ltd has always protected the privacy of personal information of our valued clients. The standards by which we handle this personal information have now been set by the Privacy Act and the National Privacy Principles (NPP), which came into effect on 21st December 2001.

All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as an Underwriting Agency or as stated in this document.

#### How & why do we require your Personal Information

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member.

The information is collected to allow us to provide our insurance services including to arrange and place insurance cover, assess and underwrite risks, and to properly administer your claims.

#### What we expect of you

When you provide us with information about other individuals, we rely on you to have made, or make them, aware that you will or may provide their information to us, the types of third parties we may provide it to, the relevant purposes we and the third parties will use it for and how they can access it. If it is sensitive information, we rely on you to have obtained consent to the above. If you have not done these things, we expect you to tell us before you provide the relevant information. If you collect, use, disclose, or handle personal information on our behalf, or receive it from us, you & your representatives must meet the relevant requirements of the NPP set out in the Privacy Act 1988 and only use and disclose it for the purposes we agree to.

#### Transfer of information overseas

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or reinsurer's are based overseas and we need to provide your personal information to them to arrange your cover.

#### Opting out

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.