

Residential and Mixed Use Strata Building Cladding Questionnaire

Risk Engineering Services

Completing the Questionnaire

- Please read the “Important Notices” before completing this Declaration.
- Please answer all questions in full leaving no blank spaces.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.

Please read the Policy Wording and PDS carefully.

Important Notices

Duty to Take Reasonable Care Not to Make a Misrepresentation

What is the duty?

You have a legal duty under s20B of the Insurance Contracts Act to take reasonable care not to make a misrepresentation to us before and up until the time we first enter into the insurance with you. It also applies before and up until the time of any subsequent variation, renewal, extension, replacement or reinstatement of the insurance.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. e.g. a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

We will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering our questions

Answers to our questions help us decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering our questions:

- take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, we will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

When does the duty apply until?

This duty applies until the time we agree to issue you with insurance for the first time. It also applies where you are applying to, extend, vary/change, replace or reinstate your insurance, up until the time we agree to this.

If you have made a statement and this changes before the end of the above relevant time you must tell us about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, we may reject or not fully pay your claim. We may also, or as an alternative, cancel your insurance or if the misrepresentation was fraudulent, treat it as if it never existed.

However, we will not do this if we would have entered into the contract, for the same premium and on the same terms and conditions, even if the failure had not occurred.

Subject to applicable law or unless we state otherwise, a breach by one insured affects all insureds in these ways.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How we determine if there has been a breach?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by us;
- how clear, and how specific, any questions asked by us were;
- how clearly we communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being, extended, varied or reinstated.

We must also take account of any particular characteristics or circumstances about you which we were aware of, or ought reasonably to have been aware of.

If we believe the duty is breached, we will at least explain why, consider any response to the contrary and provide information on our dispute resolution procedures if we can't agree.

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Please note that you have obligations beyond this precontractual obligation once the contract is entered into which are set out in the contract terms and applicable law.

Need more help?

If any question or guidance provided is not clear or you need additional assistance, you can contact your agent/broker in the first instance and/or contact us.

Privacy Statement

In this Privacy Statement the use of “We”, “Our” or “Us” means Rubix Underwriting Pty Ltd unless specified otherwise.

In this Privacy Statement the use of personal information includes sensitive information.

We are committed to protecting the privacy of the personal information that You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.

Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) whether the information or opinion is true or not;
- b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual’s racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We will protect Your information using physical, technical, and administrative security measures to reduce the risks of loss, misuse, unauthorised access, disclosure and alteration. Some of the safeguards that We use are firewalls and data encryption, physical access controls to Our data centres, and information access authorisation controls.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We will limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas where it is reasonably necessary for, or directly related to, the functions, services or activities we provide to you. When we transfer Your information to other countries, including countries which may not have data protection laws that provide the same level of protection that exists in Australia, We will protect the information as described in this Privacy Policy.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

We will notify you as soon as possible if Your personal information is involved in a data breach that is likely to result in serious harm to You.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Your privacy or You have any query on how Your personal information is collected, stored or used, or any other query relating to Our handling of Your personal information, please contact Us.

A copy of the Privacy Policy of:
Rubix Underwriting Pty Ltd can be found at
www.austagencies.com.au.

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About Rubix Underwriting

Rubix Underwriting Pty Ltd ACN 651 788 993 is an Authorised Representative (AR No. 001308172) of Austagencies Pty Ltd ABN 76 006 090 464 AFSL 244 in issuing this Policy, Austagencies and its Authorised Representative Rubix Underwriting will be acting under an authority given to it by the Insurers.

Applicant Information

Applicant Name

Strata Plan/Lot Number

Building Address

City State Postcode

Key Contact Phone

Occupancy Residential Hotel Office Other

Is there a Strata Manager appointed? Yes No

If Yes, please provide details below

Strata Management Company

Strata Manager

Address

City State Postcode

Phone Number

Period of Insurance Start Date Period of Insurance End Date

Combustible Cladding Details

Is any part of the external fascia including eaves, awnings, canopies or architectural and decorative elements clad in Aluminum Composite Panel (ACP)

Yes No

Please provide photographs of building elevations where composite panels are installed.

If specifications of ACP cladding are not available, what colour is the core material?

Black Light Grey White Other

Please estimate ACP cladding surface area as a % of total exterior surface area

%

Note: Unless there is more than 1 level separating sections of the ACP cladding, we would consider this to be continuous coverage. If it's difficult to determine percentage of building which is clad with ACP, please describe the installation below and support with photographs

Is ACP cladding installed at ground level?

Yes No

Is ACP cladding installed on balconies?

Yes No

Please confirm the type of substrate and insulation located behind panels?

Masonry Cement Sheet Metal Frame Timber Frame Other

Insulation – Glass Fibre Wool Polyester Polystyrene Other

Building Details

Please confirm the year of construction

Please confirm the number of floors above ground

Floors

Are fire sprinkler systems installed throughout the building?

Yes No

If No what percent

%

Are fire sprinklers installed over balconies?

Yes No

Was the building subject to Building Code of Australia – Alternative Solution by a Fire Safety Engineer?

Yes No

Please provide photograph of the evacuation floor plan of a typical floor.

Acknowledgement

We (the undersigned):

1. acknowledge that we have read and understand the Important Notices and Privacy Statement contained in this declaration.
2. agree that this declaration, together with any other information or documents supplied, shall form the basis of any resulting contract of insurance.
3. acknowledge that if this application is accepted, the contract of insurance will be subject to the terms and conditions as set out in the Policy Wording as issued or as otherwise specifically varied in writing by Rubix.
4. declare after enquiry that the statements, particulars and information contained in this application and in any documents accompanying this application are true and correct in every detail and that no other material facts have been misstated, suppressed or omitted.
5. undertake to inform Rubix of any material alteration to those facts before entry into of the contract of insurance.

Chairperson

Name (Please print)

Date

Strata Manager

Name (Please print)

Date

Cladding Examples

