

# Strata Proposal and Quote Form – Residential and Mixed Use

## Important Notices

This is an important document. Please read it carefully.

The information you provide in this document and through any other documentation, will be relied upon by the Rubix underwriters and at times the insurers to decide whether or not to accept your insurance as proposed and if so, on what terms.

Every question must be answered fully, truthfully and accurately. If space is insufficient for your answer, please use additional sheets, sign and date each one and attach them to this document.

If you do not understand or if you have any questions regarding any matter in this document, including the Important Notices, please contact us or your Rubix underwriter before signing the declaration at the end of this document.

Unless we have confirmed in writing that temporary cover has been arranged, no insurance is in force until the risk proposed has been accepted in writing by us and you have paid or agreed to pay the premium.

## 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.

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## 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.

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 or go to [www.rubixuw.com.au](http://www.rubixuw.com.au).

## Privacy Statement

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs), which will ensure the privacy and security of your personal information.

The information provided in this document and any other documents provided to us will be dealt with in accordance with our Privacy Policy. By executing this document you consent to collection, use and disclosure of your personal information in accordance with our Privacy Policy. If you do not provide the personal information requested or consent to its use and disclosure in accordance with our Privacy Policy, your application for insurance may not be accepted, we may not be able to administer your services/products, or you may be in breach of your duty to take reasonable care not to make a misrepresentation.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information including transfer overseas and provision to necessary third parties as well as your rights to access and correct your personal information and make a complaint for any breach of the APPs.

A copy of our Privacy Policy is located on our website at [www.rubixuw.com.au](http://www.rubixuw.com.au).

Please access and read this policy. If you have any queries about how we handle your personal information or would prefer to have a copy of our Privacy Policy mailed to you, please ask us. If you wish to access your file, please ask us.

# Details of the Risk

Broker Name

Client (CTS/SP/OC/UP etc.)

Professionally managed?

 Yes  No

Specify strata manager

Risk address and scheme name

Suburb

Postcode

Are you the holding broker?

 Yes  No

Current insurer?

Renewal offered?

 Yes  No

If Yes, expiring premium?

\$

Renewal date (DD/MM/YY)

/ /

Expiry (DD/MM/YY)

/ /

## Valuation

Has building been valued for insurance purposes?

 Yes  No

Date of valuation (DD/MM/YY)

/ /

Valuation amount

\$

### Building sum required

\$

Should you require higher amounts for Loss of Rent or Common Contents, please include your amended figures.

- Loss of Rent is automatically calculated at 15% Common
- contents is automatically calculated at 1%

Loss of Rent (15% of BSI)

\$

Contents (1% of BSI)

\$

The following **are not** included automatically and are optional benefits of which you can request to be included in the quotation.

Catastrophe cover	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If Yes, please select	<input type="checkbox"/>	15%	<input type="checkbox"/>	30%
Paint and wallpaper? (NSW and ACT only)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Floating floorboards?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

## Occupancy

Please provide details of any commercial occupancy below, along with any residential occupancy, including serviced apartments.

Percentage of building area occupied commercially  %

Please provide details of Lot numbers, names of tenant and nature of occupancy

Total number of units	<input type="text"/>		
Number of commercial units	<input type="text"/>	Number of residential units	<input type="text"/>
Number of units vacant	<input type="text"/>		
Number of levels ground and above	<input type="text"/>	Year built	<input type="text"/>
Number of basements	<input type="text"/>		
Long term %	<input type="text"/>		%
Holiday let %	<input type="text"/>		%
Serviced apartment %	<input type="text"/>		%

# Construction

## Fire protection

Sprinklers

Yes  No

If Yes, please select

Single supply

Dual supply

Car park only

Last date of Sprinkler test

/ /

Are their electric/diesel back up pumps

Yes  No

Hose Reel/Fire Extinguishers

Yes  No

Smoke Alarms

Hard wired to Fire Brigade

Local only

No

Town water mains supply

Yes  No

Heritage or National Trust listed?

Yes  No

Façade only

Yes  No

Walls

If other, please specify

Cladding type

If other, please specify

Surface Area covered by cladding

Flooring

If other, please specify

Roof

If other, please specify

Does the building contain any asbestos?

Yes  No

If Yes, please provide details including % and location

Does the building contain any asbestos?

Yes  No

If Yes, please provide details including % and location

Does the building contain ACP or EPS?

Yes  No

If Yes, please provide details including % and location

## Section 2 – Public Liability

Limit of liability

\$10,000,000       \$20,000,000       \$30,000,000

## Section 3 – Fidelity Guarantee

Limit of liability

**\$100,000 automatically included\***

\*higher limits may be requested subject to acceptance

## Section 4 – Office Bearers' Liability

Limit of liability

\$

## Section 5 – Voluntary Workers Personal Accident

Weekly/Capital benefit

**\$2,000/\$200,000 automatically included**

## Section 6 – Government Audit Costs, Workplace Health and Safety Breaches And Legal Expenses

6A – Audit Costs      **\$25,000 automatically included**

6B – WH and S      **\$100,0000 automatically included**

6C – Legal Expenses      **\$50,000 automatically included**

## Section 7 – Equipment Breakdown

Limit of liability	<input type="checkbox"/> \$100,000	<input type="checkbox"/> Not Required
Number of lifts/escalators etc.	<input type="text"/>	
Car stacker/s	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Chillers	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## Loss History

Any losses in the past 5 years? (including below excess)  Yes  No

Date of loss	Description	Amount	Closed?
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> \$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> \$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> \$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> \$	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> \$	<input type="checkbox"/> Yes <input type="checkbox"/> No

In order for us to provide you the most competitive price, it is important that we have full disclosure of all losses in the past five years. Please attach a copy of the claims history on letterhead from the current insurer when submitting this proposal form, even if there have been no losses.

## Excess

Current standard excess	<input type="text"/> \$
Water damage	<input type="text"/> \$
Malicious damage	<input type="text"/> \$
Other	<input type="text"/> \$

# General Declarations

Any claims declined?

Yes  No

Any insurance declined?

Yes  No

Any excesses imposed?

Yes  No

Any defects?

Yes  No

If you have answered Yes to any of the questions above, please provide details

Before completing this document, I/We have read and understood the information herein, including the **Important Notices** and the **Policy Wording and Product Disclosure Statement**.

The answers given in this document and any other information supplied by the intending insured or by any other party on their behalf, are truthful and accurate.

Name

Signature

Position/Title

Brokerage

Date

/ /