

Unoccupied Property Insurance

01 GENERAL INFORMATION

The Insured and ABN (Must be registered to a commercial entity for Residential properties)

ABN

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Commercial Policy Confirmation

This policy is designed as a commercial policy, and not designed for retail customers or associated retail policies.

We do not offer this policy to retail customers. Please confirm you understand and agree? Yes* No

This policy cannot be offered where the property is or is intended to be the insured's principal or primary residence

Please confirm you understand and agree? Yes* No

Names of the director(s) or trustee(s) of the insured entity, or the administrators or executors

Interested Party(s)

Period of Insurance

Effective Date

Period of Cover 3 Months 6 Months 12 Months

Your Current, Proposed or Expiring Premium

Type Of Situation

Risk Situation

IMPORTANT INFORMATION TO BE DECLARED:

We rely upon this proposal form and it is important to us that you make specific enquiries with each applicable party described in (i),(ii),(iii) & (iv) below prior to answering the questions and signing the declaration.

If you feel unable to answer a question(s) accurately or have a material fact or circumstance(s) to disclose, please provide full details in the additional information box in Question 29.

- (i) You and insured family members
- (ii) Any Director or Partner
- (iii) Any person(s) with a beneficial interest of 25% or more in the business (other than mortgagees)
- (iv) Any person with management control of the insured entity (other than professional letting agents that you have contracted to manage the property):

Have Any Of The Parties Described In (i) – (iv) Above:

1. Been convicted of, or had any fines or penalties imposed for, a criminal offence in the last 10 years?	Yes* <input type="checkbox"/>	No <input type="checkbox"/>
2. Been placed in bankruptcy, receivership or liquidation within the last ten years?	Yes* <input type="checkbox"/>	No <input type="checkbox"/>
3. Had any insurance refused, cancelled or had special conditions or restrictions imposed on your policies?"	Yes* <input type="checkbox"/>	No <input type="checkbox"/>
4. Has another insurer made risk recommendations in respect of your business that have not been attended to?	Yes* <input type="checkbox"/>	No <input type="checkbox"/>
5. Are there any exceptional circumstances or anything special or unusual about your business which would increase the likelihood of loss, destruction, damage or liability?	Yes* <input type="checkbox"/>	No <input type="checkbox"/>
6. Made a claim or suffered a loss by any event for which Insurance is now being proposed within the last five years?	Yes* <input type="checkbox"/>	No <input type="checkbox"/>

If you have answered Yes to any question(s) or feel that you have been unable to answer a question(s) accurately, Please provide full details

02 THE SITUATION

PLEASE NOTE

- All boxes must be answered.
- If you tick any of the boxes with an asterisk next to it, please provide as much detail as you can under the additional Information section in Question 29.
- Failing to answer a question or provide the additional information will delay the process, as we cannot continue without this detail and will need to contact you for this information.

1. Do you occupy any part of the Situation(s)? Yes* No

If yes, please provide more details? (If insufficient space provide details on Question 29 "Additional Information section")

2. Is any part of the Situation(s) occupied? Yes* No

If your Situation(s) is partially occupied, please declare the occupancy rate (occupied units / total number of units)

If yes, please provide more details? (If insufficient space provide details on Question 29 "Additional Information section")

3. Is the Situation(s):

- a) Built of brick, stone or concrete and roofed with tiles, metal or concrete? Yes No

If not, please provide further details and indicate specification of materials including composite panelling:

- b) In good state of repair, watertight, well maintained, structurally sound and secure? Yes* No

If not, please provide further details

- c) What is the roof constructed of?



d) Constructed with or does it contain any EPS, including cold rooms, expanded polystyrene, or insulated sandwich panels? Yes* No

If yes, please confirm which of the following represents the EPS:

- A cool room that is separate to main structure
- A cool room that is part of the main structure that is less than 20% of the total building footprint
- A cool room that is part of the main structure that is greater than 20% of the total building footprint
- EPS (not a cool room) less than 20% of the building
- EPS (not a cool room) more than 20% of the building

If yes, please provide more details? (If insufficient space provide details on Question 29 "Additional Information section")

4. Approximate age of the building: (either the age, year of build or decade the building was built)

5. Approximate square meters of the building:

6. Number of buildings on the property:

7. Is the property heritage listed? Yes* No

8. Are the adjacent premises occupied? Yes No

If yes, what are they occupied as? (If insufficient space provide details on Question 29 "Additional Information section")

9. Is the building above the 26th parallel? Yes* No

03 SECURITY PROTECTIONS

BASIC MINIMUM SECURITY

10. Does the Situation have the following levels of physical security that are in use: Yes No

- a) Key operated locks fitted to all external hinged doors and /or key operated patio bolts fitted to all sliding/French doors

If NO, please confirm what security there is, why it doesn't meet minimum security and why this isn't a security risk?

- b) Are all windows on ground and/or basement level either fitted glass, bar grilled, or secured with key operated window locks? Yes No*

If NO, please confirm what security there is, why it doesn't meet minimum security and why this isn't a security risk?

ADDITIONAL SECURITY

11. Is the Situation(s) protected by an Burglar Alarm? Yes No

If YES, please advise type: Not Monitored Monitored by security provider

12. a) Does the Situation(s) require any of the following electrical circuits to remain on whilst the Situation is unoccupied?

- i) Alarm System
- ii) CCTV / Security Camera
- iii) Security Lighting
- iv) Internet (Wi-Fi)
- v) Pool Pump
- vi) Sprinkler system
- vii) Monitored Smoke Detector

If there are any other electrical circuits required to be turned on, please note them below:



b) Has the Situation had an Electrical Safety Certificate issued within the last 3 years? Yes* No

If no, please declare the last time an Electrical Certificate was obtained for this Situation?

i) All electrical circuits at the Situation have been turned off except for the circuits noted above Yes* No

ii) The electrician has inspected and tested all circuits and confirmed they are safe and in working condition Yes* No

iii) There are no unsafe electrical circuits. Yes* No

13. Does the Situation have any of the following: Full Time Caretaker 24 hour Security Guard

04 GENERAL

14. Has the Situation been unoccupied for more than 5 years? Yes* No

15. How long is it anticipated that the Situation will remain unoccupied?

16. Will the Situation(s) undergo any building works, construction, renovation, refurbishment, redecoration, landscaping, or demolition **during or after** the period of insurance? Yes No

Please Note: The Policyholder must read and understand the declaration at the end of the proposal, specifically, the condition precedent with respect to any works that the policyholder intends to complete.

a) Will the Works involve, in any material respect, changes to: the roof, load-bearing wall, structural beams, columns, supports, foundation, or any other structural element of the Situation? Yes* No

b) Will the works involve any form of landscaping excluding general maintenance/up-keep? Yes* No

c) Has a Development Application for Demolition or Possible Demolition been **submitted for** the works? Yes No

d) Has a Development Application for Demolition or Possible Demolition been **approved for** the works? Yes No

e) Has a Development Application for Demolition or Possible Demolition been previously **Declined?** Yes No

f) What is the value of the works to be completed?

g) What is the market value of the entire property?

h) Please confirm that we will maintain our rights of subrogation? Yes No*

i) What period of time will the works take and when will these commence?

j) What contractors are to be involved? What will they be doing? Will they have their own Public Liability insurance?

k) Will there be any heat or hot works (welding etc.) on site? Please provide details and what safety procedures will be in place?

l) Please provide as much detail as possible regarding the works that are to be carried out including costings and whether appropriate planning permissions have been agreed?



17. Please provide details of the previous occupant?

a) What was their occupation?

b) Any equipment or contents still remaining at the Situation?

c) Was the Situation previously a place of worship, or a school? N/A Yes No*

d) Was the Situation previously an entertainment venue and/or a licensed Situation? N/A Yes No*

e) Is the Situation a mortgagee in possession, or was the previous occupant evicted? N/A Yes No*

f) Has all oil been drained & removed from the kitchen equipment? N/A Yes No*

18. What is the intended future use of the Situation?

19. Are all gas supplies to the buildings to be kept turned off?

N/A Yes No*

Please Note: it is a policy condition that the gas is turned off at the mains prior to inception. Gas does not need to be disconnected.

If no, please provide more details as to why? (If insufficient space provide details on Question 29 "Additional Information section")

20. Are all water pipes and tanks in the buildings to be drained and kept turned off at the mains water supply (except those supplies required to maintain sprinkler installations)?

Yes No

Please Note: it is a policy condition that the water is turned off at the mains prior to inception. Water does not need to be disconnected.

If no, please provide more details? (If insufficient space provide details on Question 29 "Additional Information section")

21. In the buildings is a sprinkler system installed which is operational & maintained by a professional company?

Yes* No

a) When was the system last checked?

b) How often is it maintained?

c) Please confirm the main water supply is separate to the sprinkler system. Yes No

22. Are all electricity mains supplies in the buildings turned off at the main meter box other than the electrical circuits agreed by Us, and declared under Question 12?

Yes No

Please Note: it is a policy condition that the electricity is turned off at the mains prior to inception.

Please provide more details as to why the electricity needs to remain on?

23. Will all waste and refuse be cleared from the buildings and removed from the Situation at least once a week?

Yes No

Please Note: Whilst the building is unoccupied, refuse can accumulate from the general public and waste can accumulate from the environment surrounding. It is a policy condition waste is cleared at least once per week

24. Will all loose or moveable combustible items or materials other than fixtures and fittings at all times be cleared from the buildings and removed from the Situation?

Yes No

If no, please provide more details? (If insufficient space provide details on Question 29 "Additional Information section")



25. Where applicable to the building entry / door way - have letter boxes, openings or drop shutters been sealed / closed? If the property does not have a letterbox opening in the front door or drop shutter then please tick N/A N/A Yes No*

26. Have all tanks containing fuel or other flammable liquids been drained and purged? N/A Yes No*

Please Note: If there are no tanks then please tick N/A

If no, please provide more details? (If insufficient space provide details on Question 29 "Additional Information section")

27. Are the buildings inspected at least once every 7 days, both internally and externally and a record kept of such inspections? Original records must be kept and available if requested by Mainstay Underwriting. Yes No*

Please Note: it is a policy condition that the building is inspected at least once every 7 days.

28. Is there contents that needs to be covered? Yes No

If yes, please provide more details? (If insufficient space provide details on Question 29 "Additional Information section")

05 ADDITIONAL INFORMATION

29. Please use this area if you need more space to provide information to the questions where you have ticked a box with an asterisk, need more space to answer a certain question or disclose a material fact or circumstance or there are material facts and/or circumstances to disclose.

06 SUMS TO BE INSURED

SECTION 1 - BUILDINGS

Please select the cover required:

- Standard Cover** Perils Defined as fire, lightning, explosion, aircraft only
- Extension 1** Extended Cover & Options (subject to underwriters acceptance)
Perils defined as fire, lightning, explosion, aircraft, or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons, theft, earthquake, storm, overflowing or leaking of any sprinkler apparatus, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, falling tree branches and falling aerials
- Accidental Damage** (Cannot be selected if standard cover chosen)

DECLARED VALUES FOR SECTION 1

Buildings (including outbuildings & landlord fixtures & fittings) representing full cost of reconstruction in their present form and debris removal and professional fees:

\$

Do you confirm that the sum insured declared for the Property Insured accurately reflects the full replacement cost and value of the property at the time of this policy's inception?

Yes No

Contents (Must detail the items to be insured in Q28) \$

Glass: (must be an actual dollar amount, not "replacement value") \$

Claims Preparation: (must be an actual dollar amount, not "replacement value") \$

SECTION 2 - PROPERTY OWNERS LIABILITY

Property Owners Liability is automatically included into this policy pack for \$10 Million.



07 CLAIMS DECLARATION

NOTES

1. Please include claims experience for at least 5 years.
2. Insurance conditional upon receiving full claims experience

	Date	Description of Loss	Amount
1.			
2.			
3.			
4.			
5.			

08 NSW STAMP DUTY EXEMPTION - SMALL BUSINESS DECLARATION

From 1 January 2018 certain types of insurance for small businesses are not liable to duty.

Please ensure you have read and understood the NSW guidelines for applying for the NSW Stamp Duty exemption. A copy of the guidelines to signing the NSW Stamp Duty exemption can be provided by your broker or the NSW government website. It is your responsibility to ensure you comply with the terms and conditions set out by Revenue NSW. False declarations may result in penalties up to of \$11,000 by Revenue NSW plus the insurance duty not paid and penal interest on that balance.

I hereby declare that I am a Capital Gains Tax small business entity (within the meaning of section 152-10 (1AA) of the Income Tax Assessment Act 1997 of the Commonwealth). I am a small business individual / partnership/ company and/ or trust, which is carrying on a business, and the business has an aggregated turnover of less than \$2 million*.

Signature (Policyholder's signature)

Date Signed

Name

ABN of Insured

Name of insured (if different from above)

Contact details – Email

Contact details - Mobile

* Aggregated turnover is your Australia wide annual turnover plus the annual turnovers of any business entities that are your affiliates or are connected with you. A fraudulent declaration may invalidate your insurance contract.

09 IMPORTANT INFORMATION

YOUR DUTY OF DISCLOSURE

Before you enter into this insurance contract with us for the first time, the Insurance Contracts Act 1984 requires you to provide us with the information we need to enable us to decide whether and on what terms your Proposal for insurance is acceptable and to calculate how much premium is required for your insurance.

You will be asked various questions when you apply for this Policy. When you answer these questions, you must:

- Give us honest and complete answers;
- Tell us everything you know; and
- Tell us everything that a reasonable person in the circumstances could be expected to tell us.

You do not need to tell us about any matter:

- That diminishes our risk;
- That is of common knowledge;
- That we know or should know as an insurer; or
- That we tell you we do not need to know.

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 STATEMENT

We disclose personal information to third parties who we believe are necessary to assist us and them in providing the relevant services and products. For example, in handling claims, we may have to disclose your personal and other information to third parties such as other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents or other parties as required by law. We limit the use and disclosure of any personal information provided by us to them for the specific purpose for which we supplied it. You have the right to seek access to your personal information and to correct it at any time. Please contact us on (07) 56 809 945, EST 9am-5pm, Monday-Friday and advise us of any changes. If you do not agree to the collection of your personal information then, unfortunately, we will be unable to process your Proposal.

COMPLETION OF THIS PROPOSAL

For questions with multiple choice answers, you should tick the box in front of the correct answer. All other questions, please insert the information requested in the spaces provided. It is vitally important you have read the Policy Document we have given to you. Where additional space is required to answer any questions, please insert separately at the rear of the Proposal or attach an addendum, outlining the additional information or disclosures to help in our complete understanding of your proposal to us. This Proposal uses words that have a special meaning. The definitions of these words can be found in the Policy Document.

UNDERINSURANCE

Claims under this insurance will be limited in the amount that We pay when You have a claim if You have understated a Sum Insured or Declared Value in the Proposal or request for insurance.

WORKS CONDITION

This policy does not provide cover for any Works undertaken at the Situation or that involve or effect Property Insured ("Works"). It is a condition of this Policy that you must immediately notify Your broker in writing before commencing any building works, construction, renovations, refurbishments, redecorations, landscaping, and/or demolition, in order to arrange for your policy to be cancelled. If You carry out any building works, construction, renovations, refurbishments, redecorations, landscaping, and/or demolition, Your Policy will be cancelled from the date such activities commence, or in cases of demolition or possible demolition, from the date the development application is approved. In either cases, We will cease to provide coverage under this Policy.

OCCUPIED CONDITION PRECEDENT

This policy covers Your Situation that is Unoccupied, as defined, during the Period of Insurance. Should the Situation become occupied, or partially occupied in any way, or experience any change to the tenancies, or occupants already disclosed and covered under the Occupied Risk Extension, you must immediately inform Us. Coverage under this policy will cease upon such changes unless you have obtained prior written agreement from Us. If We agree to extend cover, You must comply with any conditions set out by Us, including payment of any reasonable additional premium required within the specified timeframe. If You do not notify Us or fail to obtain prior written agreement, We will not cover, and will not be liable for, any loss or damage occurring after the Situation becomes occupied, partially occupied, or subject to any change in occupancy that has been agreed under the Occupied Risk Extension.

10 **DECLARATION**

This policy covers Your Situation that is Unoccupied, as defined, during the Period of Insurance. Should the Situation become occupied, or partially occupied in any way, or experience any change to the tenancies, or occupants already disclosed and covered under the Occupied Risk Extension, you must immediately inform Us. Coverage under this policy will cease upon such changes unless you have obtained prior written agreement from Us. If We agree to extend cover, You must comply with any conditions set out by Us, including payment of any reasonable additional premium required within the specified timeframe. If You do not notify Us or fail to obtain prior written agreement, We will not cover, and will not be liable for, any loss or damage occurring after the Situation becomes occupied, partially occupied, or subject to any change in occupancy that has been agreed under the Occupied Risk Extension.

OTHER INFORMATION

Please describe in full any other information that may be relevant to our decision to insure you or the terms on which we would agree to insure you

Signature of Policyholder

Name (BLOCK LETTERS)

Capacity

Date

