

# LABOUR FORCE PROFESSIONAL LIABILITY INSURANCE PROPOSAL FORM

## IMPORTANT NOTICES

The information you provide in this document and through any other documentation, either directly or through your insurance broker, will be relied upon by the insurer 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 insurance broker 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.

## INTERMEDIARY ACTING AS AN AGENT FOR INSURER

In effecting this contract of insurance, SURA Labour Hire Pty Ltd ABN 67 604 373 088 will be acting under an authority given to it by the Insurer(s). SURA Labour Hire Pty Ltd will be acting as agent of the Insurer(s) and not of the Insured.

## YOUR DUTY OF DISCLOSURE

This Policy is subject to the Insurance Contracts Act 1984 (Act). Under that Act You have a Duty of Disclosure.

Before You take out insurance with Us, You have a duty to tell Us of everything that You know, or could reasonably be expected to know, that may affect Our decision to insure You and on what terms. If You are not sure whether something is relevant You should inform Us anyway.

You have the same duty to inform Us of those matters before You renew, extend, vary, or reinstate Your contract of insurance. The duty applies until the Policy is entered into, or where relevant, renewed, extended, varied or reinstated (Relevant Time). If anything changes between when the answers are provided to Us or disclosures are made and the Relevant Time, You need to tell Us.

Your duty however does not require disclosure of matters that:

- reduce the risk;
- are common knowledge;
- We know or, in the ordinary course of Our business, ought to know; or
- We have indicated We do not want to know.

If You do not comply with Your duty of disclosure, We may be entitled to:

- reduce Our liability for any claim;
- cancel the contract;
- refuse to pay the claim; or
- avoid the contract from its beginning, if Your non-disclosure was fraudulent.

## CLAIMS MADE AND NOTIFIED BASIS OF COVERAGE

Some sections of this policy are issued on a Claims Made basis. This means certain sections of the policy only respond to:

- claims first made against you and notified to the Insurer during the policy period arising from events after any retroactive date on the policy; and
- events of which you first become aware during the policy period that could give rise to a future claim provided that you notify the Insurer during the policy period of the circumstances of such events and they arose after any retroactive date on the policy.

When the policy expires, no claims can be made against these sections of the policy even though the event giving rise to the claim may have occurred during the policy period.

Details of which sections are based on a Claims Made basis are included in the policy wording. If you require further information on what is 'Claims Made' please consult your insurance advisor.

## RETROACTIVE DATE

If a retroactive date applies to a section of this policy then it means that cover is excluded for any wrongful act occurring or committed prior to the Retroactive Date.

Our policy also contains provisions that exclude cover for any wrongful act occurring or committed by a subsidiary company and its directors, officers or employees prior to its acquisition or creation by the Insured.

## **SURA LABOUR HIRE PTY LTD**

LEVEL 14, 141 WALKER STREET  
NORTH SYDNEY NSW 2060  
PO BOX 1813  
NORTH SYDNEY NSW 2059

TELEPHONE. 02 9930 9500  
SURA.COM.AU

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### **SUBROGATION WAIVER**

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a liability incurred solely by reason of the Insured entering into a deed or agreement excluding, limiting or delaying the legal rights or of recovery against another.

### **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 of disclosure.

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.sura.com.au](http://www.sura.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.

### **GENERAL INSURANCE CODE OF PRACTICE**

We proudly support the General Insurance Code of Practice (the 'Code'). The purpose of the Code is to raise the standards of practice and service in the general insurance industry.

For further information on the Code, please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or alternatively you can request a brochure on the Code from us.

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## YOUR DETAILS

Insured name(s)

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Is the Applicant a Private Company?  Yes  No or a Public Company?  Yes  No

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ABN

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Taxable percentage %

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Trading name(s)

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Street Address

Postcode

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If the business operates from more than one location, please attach a schedule of leased locations.

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Date business commenced trading / / (If less than 1 year, please attach CV of the Principal(s), Directors, company brochure, etc.)

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Subsidiary companies to be covered under the Policy

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Postal Address (if different from Street Address)

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Postcode

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Contact Details:

NAME	TELEPHONE NO.	FACSIMILE NO.	EMAIL ADDRESS
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WEBSITE ADDRESS

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If the 'Insured' is a registered Company, please provide details of the Director(s) / Principal(s) of the Company:

NAME OF DIRECTOR(S) / PRINCIPAL(S)	AGE	QUALIFICATIONS	DATE APPOINTED
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Is Outside Directorship Cover to be included in the Proposed Insurance? If 'Yes' answer the following questions:  Yes  No

i) the position held in the Outside Entity by the Director or Officer of the Financial institution:

ii) the full legal name of any shareholder with 10% of more of the ordinary share capital of the Outside Entity and the % of such shareholding:

NAME OF OUTSIDE ENTITY	POSITION HELD	NAME OF SHAREHOLDERS HOLDING > 10%	% SHAREHOLDING
_____	_____	_____	_____
_____	_____	_____	_____

Are you required under either of the following Acts to hold a Labour Hire Licence?  Yes  No

If "Yes", please advise the licence(s) you hold:

Labour Hire Licensing Act 2017 (Qld), Labour Hire Licence number:

Labour Hire Licensing Act 2018 (Vic), Labour Hire Licence number:

Labour Hire Licensing Act 2017 (SA), Labour Hire Licence number:

## STAFF DETAILS

Current staff numbers of the insured:

	LOCATION OF TOTAL STAFF (NUMBERS)									
	VIC	NSW	QLD	WA	SA	NT	ACT	TAS	O/S	
DIRECTORS/PRINCIPALS	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
INTERNAL EMPLOYEES	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
ON-HIRED EMPLOYEES	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
ON-HIRED CONTRACTORS	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<b>Total Staff</b>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

## YOUR BUSINESS ACTIVITIES

Please complete all relevant sections.

Recruitment and Consulting Services are defined as:

- A. Placement of candidates in permanent positions.
- B. Temporary placement of Employees and Contractors for the provision of On-Hired Services.
- C. Employment consulting services in the areas of occupational health and safety, human resources, human resources relations, human resources management, employment, outsourcing, and psychological testing as a service separate to a temporary and permanent placements.
- D. Training and induction in all areas, including group training.
- E. Payroll management for Employees and Contractors.

But does not include contracting by the Insured in its own right, or the provision of other services unless specifically noted in the schedule.

Insured(s) total turnover from all Recruitment and Consulting Services:

For the past 12 months \$

Estimated for the next 12 months \$

A) Please split the estimated annual turnover by state (to the nearest whole number):

VIC	%	NSW	%	QLD	%	WA	%	SA	%	NT	%	ACT	%	TAS	%	O/S	%
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\* From 1 January 2018, small businesses will be exempt from paying NSW Stamp Duty on certain types of insurance. If eligible for the Stamp Duty exemption, please complete and return to Us the attached NSW Small Business Stamp Duty Exemption Declaration.

## TERMS OF BUSINESS

Do you on-hire labour (employees and/or independent contractors)?  Yes  No

If 'Yes', please attach a copy of your standard terms of business or client contract.

Do you assume any liability under contract?  Yes  No

If so this may not be covered under the policy. Please provide full details and attach copies of such contracts.

A. PERMANENTS: Please advise the fees that you are paid and expect to be paid for placing candidates on a permanent basis.

B. ON-HIRED SERVICES: A key factor in premium calculation is the work being performed by the on-hired casual workers.

Please attach a schedule of current placements to indicate the work being carried out as a guide. In the categories below, please set out the gross turnover (including any trust distributions) that you earn and expect to earn for your Employees and/or Contractors who are on-hired to your clients.

EMPLOYEES/TEMPORARIES (SKILL GROUPS OR SKILL TYPE)	PAST 12 MONTHS ACTUAL	NEXT 12 MONTHS ESTIMATED
<b>BLUE COLLAR ON-HIRED WORKERS</b>		
AVIATION	\$	\$
ABATTOIR WORKERS (SUBJECT TO INJURY EXCLUSION FOR ON-HIRED CONTRACTORS)	\$	\$
CONSTRUCTION	\$	\$
CONSTRUCTION -CIVIL	\$	\$
DRIVERS	\$	\$
ELECTRICAL	\$	\$
FOOD PROCESSING	\$	\$
MARINE	\$	\$
MECHANICAL	\$	\$
MINING – ABOVE GROUND	\$	\$
MINING – BELOW GROUND	\$	\$
PLUMBING	\$	\$
RETAIL	\$	\$
STORES	\$	\$
WAREHOUSING	\$	\$
WELDING	\$	\$
<b>OTHERS?</b>	\$	\$

If Yes, please describe:

EMPLOYEES/TEMPORARIES (SKILL GROUPS OR SKILL TYPE)	PAST 12 MONTHS ACTUAL	NEXT 12 MONTHS ESTIMATED
<b>WHITE COLLAR ON-HIRED WORKERS</b>		
ACCOUNTANTS	\$	\$
ARCHITECTS	\$	\$
CARE WORKERS (AT NURSING HOMES, AGED CARE OR HOSPITALS)	\$	\$
CHILDCARE WORKERS	\$	\$
CLERICAL/SECRETARIAL	\$	\$
COMMUNICATIONS	\$	\$
ENGINEERS	\$	\$
HOSPITALITY	\$	\$
IT CONSULTANTS	\$	\$
SOCIAL WORKERS	\$	\$
YOUTH WORKERS	\$	\$
<b>OTHERS?</b>	\$	\$

If Yes, please describe:

**GEOTECHNICIANS**

(DECLINE FOR PROFESSIONAL  
INDEMNITY COVER)

\$ \$

**GEOTECHNICAL ENGINEERS**

(DECLINE FOR PROFESSIONAL  
INDEMNITY COVER)

\$ \$

**BUILDING SURVEYORS/CERTIFIERS**

(DECLINE FOR PROFESSIONAL  
INDEMNITY COVER)

\$ \$



C. i) Do you provide employment consulting services?  
(Separate to candidate placement and on-hiring)  Yes  No

ii) Advise last 12 months fees from employment consulting services: \$

iii) Advise next 12 months estimated fees from employment consulting services: \$

D. i) Do you provide training and induction services, including group training?  Yes  No

ii) Advise last 12 months fees from training and induction services: \$

iii) Advise next 12 months estimated fees from training and induction services: \$

E. i) Do you provide payroll management services for Employees and Contractors?  Yes  No

ii) Advise last 12 months fees from payroll management services: \$

iii) Advise next 12 months estimated fees from payroll management services: \$

F. i) Do you undertake any business activities other than those listed under the definition of Recruitment and Consulting Services as per page 4 of this proposal?  Yes  No

ii) If Yes, is insurance cover required for these other activities?  Yes  No

iii) If insurance cover is required, please provide as an attachment full details of the other business activities.

iv) Advise last 12 months income from other business activities: \$

v) Advise next 12 months estimated income from other business activities: \$

G. i) Do you undertake business outside of Australia?  Yes  No

ii) If Yes, please provide details:

Note: The geographical limit for Public Liability is worldwide excluding the Dominion of Canada and the United States of America and their territories and protectorates; and any Territories embargoed by the Commonwealth of Australia.

H. i) Is any work performed by you or on your behalf on or within any offshore platforms and/or rigs?  Yes  No

ii) If Yes, please provide details of work performed and estimated turnover from this activity:

\$

I. i) Is any underwater work performed by you or on your behalf?  Yes  No

ii) If Yes, please provide details of work performed and estimated turnover from this activity:

\$



## INSURANCE HISTORY

Are you currently insured for Public and Products Liability or Professional Indemnity or Management Liability?  Yes  No

If Yes, please provide details:

POLICIES	EXPIRY DATE	AMOUNT INSURED	EXCESS AMOUNT	NAME OF INSURER
General Liability	/ /	\$	\$	
Professional Liability	/ /	\$	\$	
Management Liability	/ /	\$	\$	

Have you ever had an insurer:

i) Decline an application?  Yes  No

ii) Impose special terms?  Yes  No

iii) Decline to renew your insurance?  Yes  No

iv) Cancel your insurance?  Yes  No

If Yes, please provide details:

DATE	CIRCUMSTANCES
/ /	
/ /	

## CLAIMS INFORMATION

IN ANSWERING THE QUESTIONS IN THIS SECTION ENQUIRY SHOULD BE MADE OF ALL RELEVANT PRINCIPALS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND SUBSIDIARIES ("ENQUIRY")

After enquiry, in the past five years has a claim or claims been made against the Insured, or any of its past or present principals, directors, employees, contractors, or subsidiaries in respect of bodily injury (excluding Workers Compensation claims), property damage, breach of duty, breach of legislation or statute in relation to the operation of the Insured's business, Public or Products Liability or Professional Indemnity or Management Liability?  Yes  No

If 'Yes', please provide details:

DATE	CIRCUMSTANCES
/ /	
/ /	

After enquiry, are any of the principals, directors, employees, contractors, or subsidiaries aware of any facts or circumstances past or present, which might give rise to a claim being made against the Insured, its principals, directors, employees, contractors, or subsidiaries in respect of bodily injury (excluding Workers Compensation claims), property damage, breach of duty, breach of legislation or statute in relation to the operation of the Insured's business, Public or Products Liability or Professional Indemnity or Management Liability?  Yes  No

If 'Yes', please provide details:

DATE	CIRCUMSTANCES
/ /	
/ /	

After Enquiry, has there ever been, or is there now, any circumstances of which you are aware that could lead to prosecutions against the Insured, its Principals, Directors, Employees, Contractors, or Subsidiaries under any statute or regulation, particularly under the Corporations Act or Competition and Consumer Act 2010 (Commonwealth) or the Australian Consumer Law 2010 or Trade Practices Act or OH&S Act or any hearings or enquiries (including coronial enquiries) under the provisions of those statutes or regulations or more generally?  Yes  No

If 'Yes', please provide details:

DATE	CIRCUMSTANCES
/ /	
/ /	

### FINANCIAL INFORMATION

To enable the Insurer to consider this application, please provide us with a copy of the Applicant's Annual Financial Statements for the past two (2) years. Please note if no financials are supplied the Management Liability cover will be subject to an insolvency exclusion.

Please advise:

i) Type of Company: Private / Incorporated Association / Mutual Co-Operative / Public Listed	
ii) Total Asset value of company	\$
iii) Total profit or loss represented by brackets ( ) made in the last financial year	\$

### LIMITS OF LIABILITY

Please select the Limit of liability required:

GENERAL LIABILITY	<input type="checkbox"/> \$ 5,000,000	<input type="checkbox"/> \$ 10,000,000	<input type="checkbox"/> \$ 15,000,000	<input type="checkbox"/> \$ 20,000,000
PROFESSIONAL LIABILITY	<input type="checkbox"/> \$ 500,000	<input type="checkbox"/> \$ 1,000,000	<input type="checkbox"/> \$ 2,000,000	<input type="checkbox"/> \$ 5,000,000 <input type="checkbox"/> \$ 10,000,000
MANAGEMENT LIABILITY	<input type="checkbox"/> \$ 500,000	<input type="checkbox"/> \$ 1,000,000	<input type="checkbox"/> \$ 2,000,000	<input type="checkbox"/> \$ 5,000,000 <input type="checkbox"/> \$ 10,000,000

### OPTIONAL EXTENSION – EMPLOYMENT PRACTICES LIABILITY

Do you require cover for employment practices liability?  Yes  No

If Yes, please state limit required. \$

Please advise estimated number of Full Time Equivalents (FTE): \_\_\_\_\_

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**DECLARATION**

This Declaration must be signed by the intending insured as the Proposer(s). If the intending insured is a Company, Partnership or other business venture or involves more than one person or entity, then the person signing this declaration must be authorised to sign on behalf of all persons/entities identified as the intending insured(s).

Before completing this document, I/We have read and understood the information herein, including the Important Notices.

I/We agree that this Proposal Form together with any other information supplied by me/us shall form the basis of any contract of insurance effected. I/We undertake to inform the insurer of any material alteration to this information occurring before the proposed insurance commences.

I/We declare that the statements and particulars contained within this Proposal Form are true and that I/We have not mis-stated or suppressed any material facts.

I/We understand that the insurer is relying on information supplied herein to decide whether or not to accept or reject this risk and that no material information has been knowingly withheld.

I/We acknowledge that by submitting this completed Proposal Form (with any other information) I/We consent that the insurer may use and disclose my/our personal information in accordance with the "Privacy Statement" at the beginning of this Proposal. This consent remains valid until I/We alter or revoke it by written notice. I/We also undertake to advise any changes to my/our personal information.

**SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_