

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(s)

SURA Labour Hire Pty Ltd ABN 67 604 373 088 (SURA Labour Hire) is an authorised representative (AR No. 1000385) of SURA Pty Ltd ABN 36 115 672 350 AFSL 294 313 and has developed this Labour Force Liability Insurance Policy which is underwritten by the Insurer(s). SURA Labour Hire will be acting as the agent of the Insurer(s) and not as Your agent when issuing Policies.

Defined Terms

Some key words and terms (when starting with a capital letter) used in this Proposal Form have a special meaning as defined within the Policy.

Your Duty of Disclosure

Before You enter into an insurance contract, You have a duty to tell Us of anything that You know, or could reasonably be expected to know, may affect Our decision to insure You and on what terms. You have this duty until We agree to insure You.

You have the same duty before You renew, extend, vary, or reinstate an insurance contract.

You do not need to tell Us anything that:

- reduces the risk We insure You for;
- is of common knowledge;
- We know or should know as an insurer; or
- We waive Your duty to tell Us about

If You do not tell Us something

If You fail to comply with Your Duty of Disclosure, and We would not have entered into the contract, for the same premium and on the same terms and conditions, had the failure not occurred, We may, subject to applicable law:

- be entitled to cancel Your contract or reduce the amount We will pay You if You make a claim, or both; or
- if Your failure to tell Us is fraudulent, refuse to pay a claim and treat the contract as if it never existed.

Subject to applicable law or unless We state otherwise, a breach of the duty by one contracting insured affects all contracting insureds in these ways.

Claims Made and Notified Basis of Coverage

Some covers under Section Two – Management Liability and Professional Indemnity of this Labour Force Liability Insurance Policy are issued on a claims made and notified basis. This means that these covers respond:

- a) to claims first made against You during the Period of Insurance and notified to Us during that Period of Insurance, providing that You were not aware at any time prior to the Policy inception of circumstances which would have put a reasonable person in Your position on notice that a claim might be made against You; and
- b) pursuant to section 40 sub-section 3 of the Insurance Contracts Act 1984 (Cth), which states: “where the Insured gave notice in writing to the Insurer of facts that might give rise to a claim against the Insured as soon as was reasonably practicable after the insured became aware of those facts but before the insurance cover provided by the contract expired, the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract”.

When the Policy expires, no new notification can be made on the expired Policy even though the event giving rise to the claim against You may have occurred during the Period of Insurance. You will not be entitled to indemnity under a new (or renewed) Policy in respect of any claim arising out of circumstances of which You were aware at any time prior to Policy inception that would have put a reasonable person in Your position on notice that a claim might be made against You.

Retroactive Date

If a Retroactive Date applies to a section of the Policy then it means that cover is excluded for any Wrongful Act occurring or committed prior to the Retroactive Date.

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

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.

Your Details

Insured name(s)

Subsidiaries of the above Insured

Is the Applicant a Private Company

☐

Yes

☐

No

or a Public Company?

☐

Yes

☐

No

ABN

Taxable percentage

%

Trading name(s)

Street Address

Postcode

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

Date this business commenced trading

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

Post Address (if different from Street Address)

Postcode

Contact details

Name

Telephone No.

Email Address

Website Address

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

Name of Director(s)/Principal(s)	Age	Date Appointed

Have any of the Insured's Directors been a director of a company:

- i) that has been appointed a receiver, external administrator or liquidator during the past 5 years? ☐ Yes ☐ No
- ii) that has gone into liquidation in the past 5 years? ☐ Yes ☐ No

If "Yes", please advise:

i) the name of the company and the Insured's Director(s) who were directors of such company:

ii) the date of appointing a receiver, external administrator or liquidator for each company:

iii) the date each company was liquidated if applicable:

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:

ii) the full legal name of any shareholder with 10% or 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:

Labour Hire Licensing Act 2020 (ACT), 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									
Total Staff									

Your Business Activities

Please complete all relevant sections.

Personnel Recruitment and/or Labour Hire Services are defined as:

- a) placement of candidates in permanent positions;
- b) temporary placement of Employees and independent contractors, apprentices and/or trainees with third parties 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;
- d) training and induction in all areas, including group training and/or the provision, assessing and issuing of nationally recognised qualifications as a registered training organisation (RTO); and
- e) payroll management for third party entities.

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

A) Insured(s) total turnover from all Personnel Recruitment and/or Labour Hire Services:

For the past 12 months

\$

Estimated for the next 12 months

\$

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

VIC

NSW

QLD

WA

SA

NT

ACT

TAS

O/S

%

%

%

%

%

%

%

%

%

*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.

B) Do you on-hire workers to any of the following industries:

i) Thermal Coal Mining/Thermal Coal Based Energy Production:

☐

Yes

☐

No

ii) Uranium Mining:

☐

Yes

☐

No

iii) Animal testing facilities:

☐

Yes

☐

No

If Yes, please advise the overall % that the above represents of Your estimated annual turnover:

%

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.

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.

Blue Collar On-Hired Workers

Employees/Temporaries (Skill Groups or Skill Type)	Past 12 Months Actual Turnover	Next 12 Months Estimated Turnover	Employees/Temporaries (Skill Groups or Skill Type)	Past 12 Months Actual Turnover	Next 12 Months Estimated Turnover
Aviation	\$	\$	Plumbing	\$	\$
Abattoir Workers (Subject to Personal Injury Exclusion to on-hired contractors)	\$	\$	Retail	\$	\$
Construction	\$	\$	Stores	\$	\$
Construction – Civil	\$	\$	Warehousing	\$	\$
Drivers – Unregistered Vehicles	\$	\$	Welding	\$	\$
Drivers – Registered Vehicles	\$	\$	Others?	\$	\$
Electrical	\$	\$	If Yes, please describe: 		
Food Processing (Not including any Abattoir Workers)	\$	\$			
Marine	\$	\$			
Mechanical	\$	\$			
Mining – Above Ground	\$	\$			
Mining – Below Ground	\$	\$			

White Collar On-Hired Workers

Employees/Temporaries (Skill Groups or Skill Type)	Past 12 Months Actual Turnover	Next 12 Months Estimated Turnover	Employees/Temporaries (Skill Groups or Skill Type)	Past 12 Months Actual Turnover	Next 12 Months Estimated Turnover
Accountants	\$	\$	Youth Workers	\$	\$
Architects	\$	\$	Others?	\$	\$
Care Workers (at Nursing Homes, Aged Care or Hospitals)	\$	\$	If Yes, please describe:		
Childcare Workers	\$	\$			
Clerical/Secretarial	\$	\$			
Communications	\$	\$			
Engineers	\$	\$			
Hospitality	\$	\$	Geotechnicians (Decline for Professional Indemnity Cover)	\$	\$
IT Consultants	\$	\$	Geotechnical Engineers (Decline for Professional Indemnity Cover)	\$	\$
Social Workers	\$	\$	Building Surveyors/Certifiers (Decline for Professional Indemnity Cover)	\$	\$

Please provide the industries of Your top 5 clients and the percentage they represent of Your annual Turnover.

	%
	%
	%
	%
	%

Health Practitioners On-Hired

Please note that the on-hiring of any of the following health practitioners is not covered under the Professional Indemnity cover provided by Our Policy, unless We agree in writing to allow such and coverage may be subject to special conditions, additional endorsements/exclusions as required by Ourselves.

Health Practitioner

(As defined within the Health Practitioner Regulation National Law (the National Law) as in force in each state and/or territory of Australia)

- Chinese medicine practitioner, Chinese herbal dispenser, Chinese herbal medicine practitioner, oriental medicine practitioner or acupuncturist.
- Chiropractor
- Dentist, dental therapist/ hygienist/ prosthetist or oral health therapist.
- Medical practitioner and/or medical specialist. (As regulated by the Medical Board of Australia) (Total exclusion applies refer to Policy)
- Medical radiation practitioner, diagnostic radiographer, medical imaging technologist, radiographer, nuclear medicine scientist, nuclear medicine technologist or radiation therapist.
- Nurse, registered nurse, nurse practitioner, enrolled nurse.
- Midwife, midwife practitioner. (Already excluded under Midwifery and Maternity/Obstetrics procedures exclusion applicable to Insuring Clause 9. Professional Indemnity of the Policy)
- Occupational therapist
- Optometrist, optician
- Osteopath
- Paramedic
- Pharmacist, pharmaceutical chemist
- Physiotherapist, physical therapist
- Podiatrist, chiropodist
- Psychologist

If You on-hire any of the above then We require You to list the health practitioners that You on-hire, together with the estimated annual gross turnover derived from such on-hiring:

--

Do You insist that the above health practitioners You on-hire have their own appropriate professional indemnity insurance arrangements, that comply with an approved registration standard for the health profession in which the health practitioner is registered?

☐ Yes

☐ No

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 Personnel Recruitment and/or Labour Hire Services as per page 6 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 turnover from other business activities:

\$

v) Advise next 12 months estimated turnover from other business activities:

\$

G. i) Do You undertake business outside of Australia?

☐ Yes ☐ No

ii) If Yes, please provide details and estimated annual turnover:

\$

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 and estimated annual turnover:

\$

I. i) Is any underwater work performed by You or on Your behalf?

☐ Yes ☐ No

ii) If Yes, please provide details and estimated annual turnover:

\$

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 Indemnity		\$	\$	
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

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

☐ \$ 5,000,000 ☐ \$ 10,000,000 ☐ \$ 15,000,000 ☐ \$ 20,000,000

Professional Indemnity

☐ \$ 500,000 ☐ \$ 1,000,000 ☐ \$ 2,000,000 ☐ \$ 5,000,000 ☐ \$ 10,000,000

Management Liability

☐ \$ 500,000 ☐ \$ 1,000,000 ☐ \$ 2,000,000 ☐ \$ 5,000,000 ☐ \$ 10,000,000

Employment Practice Liability

Do You require cover for Employment Practice Liability?

☐ Yes ☐ No

If Yes, please state sub-limit required:

\$

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

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