

labour force professional liability insurance

application form

Notices

1. Intermediary Acting as an Agent for Insurer

In effecting this contract of insurance, Lawsons Underwriting Australasia Ltd ABN 35 125 318 247 (AFS Licence: 329017), will be acting under an authority given to it by the insurer, W R Berkley Insurance Australia (WRBIA). Lawsons Underwriting Australasia Ltd will be acting as agent of WRBIA and not of the Insured.

2. Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of insurance, and if so, on what terms.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty, however, does not require disclosure of any matter:

- that diminishes the risk to be undertaken by the insurer;
- that is of common knowledge;
- that your insurer knows or, in the ordinary course of his business, ought to know;
- as to which compliance with your duty is waived by the insurer.

Non-disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim, refuse to pay the claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

3. Claims Made and Notified Basis of Coverage

Some sections of the Labour Force Professional Liability Insurance Policy are issued on a 'claims made and notified' basis. This means that these sections of the policy respond to:

- a) claims first made against you during the policy period and notified to the insurer during the policy period, provided 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 may be made against him/her; and:
- b) written notification of facts pursuant to section 40(3) of the Insurance Contracts Act 1984. The facts that you may decide to notify are those which might give rise to a claim against you. Such notification must be given as soon as reasonably practicable after you become aware of the facts and prior to the time at which the policy expires. If you give written notification of facts the policy will respond even though a claim arising from those facts is made against you after the policy has expired. For your information, s40(3) of the Insurance Contracts Act 1984 is set out below;

"S40(3) Where the insured gave notice in writing to the insurer of facts that might give rise to 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 the insurance cover provided by the contract."

When the policy period expires, no new notification of claims or facts can be made on the expired policy even though the event giving rise to the claim against you may have occurred during the policy period. An exception to this is under the extended reporting period extension. If an extended reporting period is purchased as provided for in the extension, then some cover for new notification of claims or facts is available.

4. 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.

5.Preservation of rights of recovery

Our policy contains a provision that has the effect of excluding or limiting our liability in respect of a loss, if the Insured releases, agrees not to sue on, waives or prejudices its rights of recovery, or enters into any arrangement or compromise or does any act whereby any rights or remedies to which the insurer would be subrogated are or may be prejudiced.

6.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.

7. Privacy Statement

The Privacy Act 1988 requires us to inform you that:

Purpose of collection

We collect personal information (this is information or an opinion about an individual whose identity is apparent or can reasonably be ascertained and which relates to a natural living person) for the purposes of providing insurance services to you, including to evaluate your application; to evaluate any request for a change to any insurance provided; to provide, administer and manage the insurance services following acceptance of an application; to investigate and, if covered, manage claims made in relation to any insurance you have with us or other companies within the same group.

The personal information collected can be used or disclosed by us for a secondary purpose related to those purposes listed above, but only if you would reasonably expect us to use or disclose the information for this secondary purpose. However for sensitive information, the secondary purpose must be directly related to one of more of the purposes listed above.

Disclosure

When necessary and arising out of the purposes listed above, we may disclose your personal information to (and receive some personal information from), other companies within the same group, your insurance broker or our agent, Government bodies, loss assessors, claim investigators, reinsurers, other insurance companies, mailing houses, claims reference providers, other service providers, hospitals, medical and health professionals, legal and other professional advisers.

Consequences if information is not provided

If you do not provide us with the information we need, we will be unable to consider your application for insurance cover.

Access

You can request access to the personal information about you that we hold by contacting WRBIA. In some circumstances we may not agree to allow you access to some or all of the personal information we hold about you such as when it is unlawful to give it to you. In such cases we will give you reasons for our decision.

8.General Insurance Code of Practice

W R Berkley Insurance Australia (WRBIA) has adopted the General Insurance Code of Practice which has been developed by the Insurance Council of Australia. The Code is designed to promote good relations and good insurance practice between insurers, intermediaries and consumers.

The Code sets out what insurers must do when dealing with the Insured. Please contact WRBIA for more information about the Code, if required.

9. Our Complaints Handling Procedures

Resolving your complaints

If you think we have let you down in any way, or our service is not what you expect (even if through one of our agents or representatives), please tell us so we can help. You can tell us by phone, in writing or in person.

Should you tell us in writing it will help to send us the full details of your complaint together with any supporting documents and an explanation of what you want us to do. If you would like to come in to talk to us face to face, please call and we will arrange an appointment for a meeting.

What we will do to resolve your complaint

When you first let us know about your complaint or concern the person trying to resolve your complaint will listen to you, consider the facts and contact you to resolve your complaint as soon as possible, usually within 24 hours.

If you are not satisfied with this person's decision on your complaint, then it will be referred to the relevant Operational Manager, who will contact you within 5 working days.

Should you not be satisfied with the Operational Manager's decision, then it will be referred to the General Manager (or their delegate). We will send you our final decision within 15 working days from the date you first made your complaint.

What if you are not satisfied with our final decision?

We expect our procedures will deal fairly and promptly with your complaint. However if you are not satisfied with our final decision there are external dispute remedies such as mediation, arbitration or legal action.

Guidelines to help you complete this Proposal Form

1. Failure to disclose all material information that is likely to influence the acceptance of the risk or the terms applied could invalidate the insurance. If you are in any doubt as to whether any information is material, it should be disclosed.
2. Where the space provided is insufficient for your replies, please provide these separately and attach to this Application Form.
3. Reference to Insured and you in this Application Form means:
 - the Company and all subsidiary companies; and
 - the directors, officers and employees of the Company and all subsidiary companies.
4. Reference to North America in this Application Form means the USA and Canada and their respective territories and protectorates.

Your Details

1. Insured name(s):			
2. Is the Applicant a Private Company?	Yes <input type="checkbox"/> No <input type="checkbox"/>	or a Public Company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. ABN:			
4. Taxable percentage:	%		
5. Trading name(s):			
6. Street Address:		Post Code	
If the business operates from more than one location, please attach a schedule of leased locations.			
7. Date business commenced trading:	/ /	(if less than 1 year, please attach CV of the Principal(s), Directors, company brochure, etc.)	
8. Subsidiary companies to be covered under the Policy:			
9. Postal Address (if different from Street address):			Post Code
10. Contact details:			
Name	Telephone No.	Facsimile No.	Email Address
	()	()	
	()	()	
Website address:			

11. 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
			/ /
			/ /
			/ /
			/ /

12. If the 'Insured' is a registered Company, please provide Ownership details:		
Name of Shareholder(s)	Relationship to Management	% Shareholding
		%
		%
		%
		%

13. Is Outside Directorship Cover to be included in the Proposed Insurance ? If 'Yes' answer the following question			Yes <input type="checkbox"/> No <input type="checkbox"/>
(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

Staff Details

14. 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.

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 or On-Hired Medical 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
\$	\$

Terms of Business

Do you on-hire blue collar labour (employees and/or independent contractors)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If 'Yes', please attach a copy of your standard terms of business or client contract.	

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 wages (including any trust distributions) that you pay and expect to pay to your Employees who are on-hired to you clients.	

Employees/Temporaries (Skill Groups)	Past 12 months Actual \$	Next 12 months Estimated \$	Employees/Temporaries (Skill Groups)	Past 12 months Actual \$	Next 12 months Estimated \$
White Collar			Blue Collar		
Clerical/Secretarial			Welding		
Hospitality* (see below)			Electrical		
Professionals			Mechanical		
Architects			Plumbing		
Accountants			Drivers		
Engineers			Stores		
IT Consultants			Food Processing		
Communications			Mining - Above ground		
*Nurses/Healthcare workers Any midwifery or childbirth services to be separately declared			Mining - Below ground		
Childcare Workers			Construction – General		
Others (Please describe below)			Construction – Civil		
			Marine		
			Aviation		
			Retail		
			Others (Please describe below)		
			* Blue Collar Others:		

* Hospitality:	
** White Collar Others:	

Please provide the industries of your top 5 clients and the percentage they represent of your annual income.	
	%
	%
	%
	%
	%

C. (i) Do you provide employment consulting services? (Separate to candidate placement and on-hiring)	Yes <input type="checkbox"/> No <input type="checkbox"/>
(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 <input type="checkbox"/> No <input type="checkbox"/>
(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 <input type="checkbox"/> No <input type="checkbox"/>
(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 business activities other than Recruitment and Consulting Services?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(ii) If 'Yes' , is insurance cover required for these other activities?	Yes <input type="checkbox"/> No <input type="checkbox"/>
(iii) If insurance cover is required, please provide as an attachment 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 <input type="checkbox"/> No <input type="checkbox"/>
(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

Insurance History

1. Are you currently insured for Public and Products Liability or Professional Indemnity or Directors & Officers Liability?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
If 'Yes' , please provide details:				
Policies	Expiry Date	Amount Insured \$	Excess Amount \$	Name of Insurer
General Liability	/ /			
Professional Indemnity	/ /			
Directors & Officers	/ /			
2. (a) Have you ever had an Insurer:				
(i) Decline an application?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
(ii) Impose special terms?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
(iii) Decline to renew your insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
(iv) Cancel your insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
(b) 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”)

1. (a) After **Enquiry**, have any claims ever been made against the Insured, or any of its past or present Principals, Directors, Employees, Contractors, or Subsidiaries in respect of **Public or Products Liability** or **Professional Indemnity** or **Directors & Officers Liability**? Yes No

(b) If ‘Yes’, please provide details:

Date	Circumstances
/ /	
/ /	

2. (a) 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 **Public or Products Liability** or **Professional Indemnity** or **Directors & Officers Liability**? Yes No

(b) If ‘Yes’, please provide details:

Date	Circumstances
/ /	
/ /	

3. (a) 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 Trade Practices Act or OH&S Act or any hearings or enquiries (including coronial enquiries) under the provisions of those statutes or regulations? Yes No

(b) 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		\$

Limits of Indemnity

Please select the Limit of Indemnity required

	\$5,000,000	\$10,000,000	\$15,000,000	\$20,000,000	
General Liability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	\$500,000	\$1,000,000	\$2,000,000	\$5,000,000	\$10,000,000
Professional Indemnity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Directors & Officers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Optional Extension – Employment Practices Liability

Do you require cover for employment practices liability	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes please state limit required	\$
Please advise estimated number of Full Time Equivalents (FTE)	

Declaration

I the undersigned declare that:

- i. I am authorised by each of the Insured to sign this Application Form; and
- ii. the above statements are correct, true and complete; and
- iii. no information material to this Application Form has been withheld; and
- iv. I have read and understood the notices which you have put before me and I understand the advice given in relation to the duty of disclosure; and
- v. I have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and
- vi. I understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and
- vii. I undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract of insurance; and
- viii. I acknowledge that the Insurer relies on the information and representations in this Application Form and otherwise made by me in relation to this insurance; and
- ix. except where indicated to the contrary, I understand that any statement made in this Application Form will be treated by WRBIA as a statement made by all persons to be insured; and
- x. I have read WRBIA's Privacy Statement on this Application Form, and consent to the use, disclosure and obtaining of personal information and the Proponents for the purposes shown in the Privacy Statement.

Signed:

Signature		
Name		
Title		
Date	/ /	

NB: To be signed by the Chief Executive Officer, Company Secretary or Managing Director

We recommend that you keep a record, including copies of letters and this Application Form, of all information supplied to us for the purpose of entering into this contract.

Lawsons Underwriting Australasia Limited

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