

Host Employer Liability Policy (HELP)

Application Form

Notices

1. Intermediary Acting as an Agent for Insurer

In effecting this contract of insurance, Wellington Underwriting Agencies Pty Ltd, ABN 96 622 167 293 AFS Licence 511660, will be acting under an authority given to it by the Insurer. Wellington Underwriting Agencies Pty Ltd will be acting as agent of the Insurer and not of the Insured.

2. 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 now, 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.

3. Occurrence Based Wording

This policy only insures legal liability for compensation for Personal Injury to a Third Party Worker that happens during the Period of Insurance and caused by an occurrence connected with your business. There is no insurance for liability for Personal Injury that occurs, or is discovered before, the Period of Insurance.

4. 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.

5. 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.

6. 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.

Our Privacy Policy explains how we collect, use, disclose and handle your personal information 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.wellingtonu.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 mailed to you, please ask us. If you wish to access your file please ask us.

7. 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.

8. Workers Compensation

Workers Compensation is compulsory for all employers. This policy does not include or provide workers compensation insurance. To obtain workers compensation insurance please contact your broker.

Host Employer – Contact Information

Name of Insured Entity	
Street Address	
Website Address	

Nominated Representative

Contact Name	
Organisation (if different from Insured Entity)	
Telephone No	
Email address	
Postal address	

Host Employer – Background Information

1. Please give a brief description of the insured entity's business operation and industry segments:

2. Please nominate the states in which the Insured Entity operates:

ACT	QLD	VIC	NSW
SA	WA	NT	TAS

3. Does the Insured Entity have multiple work sites?

Yes No

If yes, please identify in the table below the number of site per state per nature of operation.

State	# of sites	Nature of operation(s)
ACT		
QLD		
VIC		
NSW		
SA		
WA		
NT		
TAS		

4. Please provide the gross turnover of the Insured Entity for:

Actual (previous 12 months)	\$
Estimated (next 12 months)	\$

5. Does the Insured Entity utilise the services of Third Party Workers either through a labour hire company or via other contracting entities?		Yes	No
If yes, please advise the name of the providers of Third Party Workers			
Name of Provider		% of total use	
6. What percentage of the Insured Entity's total payroll does the use of Third Party Workers represent for			
The last 12 months	%		
The next 12 months	%		
7. Are these supplies of Third Party Workers engaged under a signed contract?		Yes	No
If yes, does the contract contain any provision seeking to transfer liability for injuries to Third Party Workers		Yes	No
8. Are you currently insured for Host Employer Liability Policy?		Yes	No
If yes, please provide details:			
Expiry Date	Amount Insured \$	Excess Amount \$	Name of Insurer
/ /			

Third Party Worker Details

1. Please provide details of the work performed by Third Party Workers and the cost of their work for the proposed period of cover and for the preceding twelve month period

Example You utilise Third Party Workers in WA and SA as drivers, in warehousing and in administration. The table here under should be completed in the following manner

State	Occupation / Duties	Proposed Period	Previous Period
WA	Drivers	\$150,000	\$120,000
WA	Warehousing	\$100,000	\$80,000
SA	Drivers	\$100,000	\$80,000
SA	Administration	\$50,000	\$40,000

Host Employer – Insurance Information	
1. Has the Insured Entity received any penalties, fines or been prosecuted under the Occupation Health & Safety statues that operate in each State/Territory?	Yes No
If yes, please provide details and information relating to the penalty, fine or prosecution and information relating to the outcome, if the matter has been resolved, or the status of the matter if not resolved	
2. In the past five years, have any claims for damages been made against the Insured Entity in relation to injuries to Third Party Workers	Yes No
If yes, please provide full details	
3. Please attach the workers compensation claims experience of the Host Employer for the past five years which details nature and cause of injury, period of incapacity and total amount paid and outstanding on the claim.	
4. In the past five years, have any claims occurred to Third Party Workers whilst working at the Insured's premises?	Yes No
If yes, please attach the workers compensation claims experience of the Labour Hire company for the past five years which details nature and cause of injury, period of incapacity total amount paid and outstanding on the claim and steps taken to ensure the injury doesn't reoccur.	

Host Employer – Safety Systems Administration	
1. Is there a process in place for early notification of injuries within the legislative frameworks operating in each State/Territory?	Yes No
2. Does the Host Employer have a documented induction process for Third Party Workers?	Yes No
3. Does the Host Employers supplier/s of Third Party Workers inspect workplaces prior to supplying labour?	Yes No
4. Does the Host Employer involve Third Party Workers in site safety committees of procedures?	Yes No
5. Does the Host Employer ensure Third Party Workers utilise the appropriate personal protection equipment in its workplace?	Yes No
6. Does the host Employer have a procedure for investigating incidents in the workplaces involving injury to its own direct employees?	Yes No
7. Is the Host Employer formally notified of incidents involving injury to Third Party Workers by the direct employer (i.e. the on hired labour provider) of the injured worker?	Yes No
If yes, does the host Employer conduct its own investigation into the incident?	Yes No
Does the Host Employer receive copies of investigations carried out by the direct employer of the Third Party Workers (i.e. the on hired labour provider) into these incidents?	Yes No
8. Does the Host Employer currently participate in return to work programs for injured Third Party Workers?	Yes No
If no, would the Host Employer participate in such programs in the future?	Yes No

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 entering into 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 Wellington Underwriting Agencies Pty Ltd as a statement made by all persons to be insured; and
- x. I have read the 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	
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.

Wellington Underwriting Agencies Pty Ltd, ABN 96 622 167 293

AFS Licence No: 511660

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