

Labour Force Insurance

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, AFSL number 51 1660 ("Wellington") will be acting under an authority given to it by the Insurer. Wellington will be acting as agent of the Insurer 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 each time You renew, extend, vary or reinstate the Policy. Each person indemnified by this policy has the same duty.

Your duty however does not require disclosure of any matter that:

- reduces the risk,
- is common knowledge,
- We already know, or ought to know in the ordinary course of Our business, or
- We indicate we do not want to know.

3. Non-Disclosure

If You do not comply with Your duty of disclosure, We may reduce or refuse to pay a claim and/or cancel Your policy. We may invalidate the policy from its beginning and not be bound by it if the non-disclosure was fraudulent.

After the policy is entered into, ongoing disclosure obligations can apply. See the policy for details.

4. Claims Made and Notified Basis of Coverage

Some sections of the Wellington Underwriting Labour Force 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.

5. 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 and its directors, officers or employees prior to its acquisition or creation by You.

6. 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 You release, agree not to sue on, waive or prejudices Your rights of recovery, or enter into any arrangement or compromise or do any act whereby any rights or remedies to which the Insurer would be subrogated are or may be prejudiced.

7. Privacy Statement

In this Privacy Statement the use of "We", "Our" or "Us" means Wellington and the Insurer unless specified otherwise.

In this Privacy Statement the use of "personal information" includes sensitive information.

We are committed to protecting the privacy of the personal information You provide to Us.

The Privacy Act 1988 contains the Australian Privacy Principles which require Us to tell You that We collect, handle, store and disclose Your personal and sensitive information for the specific purpose of:

- deciding whether to issue a policy,
- determining the terms and conditions of Your Policy,
- compiling data to help develop and identify other products and services that may interest clients, and
- handling claims.



Personal information is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not;
- (b) whether the information or opinion is recorded in a material form or not.

Sensitive information includes, amongst other things, information about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information or templates.

You have given Us Your consent to collect, use and disclose Your personal and sensitive information in order to provide You with the relevant services and/or products.

When You give Us personal information about other individuals, We rely on You to have made or make the individual aware that You will or may provide their personal information to Us and the types of other parties and service providers We may provide it to, the relevant purposes We and the other parties and service providers will use it for, and how they can access it. If You have not done or will not do either of these things, You must tell Us before You provide the relevant personal information to Us.

We disclose personal information to other parties and service providers whom We believe are necessary to assist Us and them in providing the relevant services and/or products. For example, in handling claims, We may have to disclose Your personal and other information to other parties and service providers such as Our claim management partner, other insurers, reinsurers, loss adjusters, external claims data collectors, investigators and agents, facilitators, assessors or other parties as required by law. We limit the use and disclosure of any personal information provided by Us to them to the specific purpose for which We supplied it.

We may disclose Your personal information to Our insurers, reinsurers, related entities and service providers overseas, including but not limited to New Zealand, Singapore, United Kingdom, the Philippines, the European Union and the United States of America.

If You do not provide the personal information requested and/or do not provide Us with Your consent to the use and disclosure of Your personal information as set out in this Privacy Statement, Your insurance application may not be accepted, or We may not be able to administer Your Policy, or You may be in breach of Your duty of disclosure, the consequences of which are set out under the heading Duty of Disclosure in this document.

If You would like a copy of Our Privacy Policies, would like to seek access to or correct Your personal information, opt out of receiving materials We send, complain about a breach of Our privacy or You have any query on how Your personal information is collected or used, or any other query relating to Our Privacy Policies, please contact Us.

If You wish to gain access to or correct Your personal information, make a privacy complaint, or if You have any query about how we collect or handle Your personal information, please write to:

Liberty

Liberty's Privacy Officer at: Level 38, Governor Phillip Tower, 1 Farrer Place, Sydney NSW 2000; or Email: privacy.officer.ap@libertyglobalgroup.com. To obtain a copy of Liberty's privacy policy go to Liberty's website (www.libertyspecialtymarkets.com.au) or request a copy from Liberty's Privacy Officer at the above email or postal address.

Wellington

Wellington's Privacy Officer PO Box 204, Rosny Park, TAS 7018 or Email (brian.atkin@wellingtonu.com.au). To obtain a copy of Wellington's Privacy Policy go to Wellington's website at www.wellingtonu.com.au or request a copy from Wellington's Privacy Officer at the above email or postal address.

8. Our Complaints and Dispute Resolution Process

How to make a complaint

If You wish to make a complaint You can contact our Complaints Manager, Brian Atkin, in any of the ways listed below.

By email at: brian.atkin@wellingtonu.com.au OR

In writing at: -
PO Box 204,
Rosny Park,
TAS 7018

Your complaint will be notified to the Insurer and fully investigated by Wellington, and a response issued within 10 working days.

If You are unhappy with the response You can contact:

Liberty Specialty Markets
Level 38, Governor Phillip Tower, 1 Farrer Place
Sydney NSW 2000
Email: ComplaintsAP@Libertyglobalgroup.com

Your complaint will be acknowledged within 7 days and the outcome advised within 21 business days.

If Your complaint is not resolved in a manner satisfactory to You, You may refer the matter to:

The Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Email: info@afca.org.au
Online: www.afca.org.au

9 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 You, Your and Insured in this Application Form includes:
 - a) the Named Insured stated in the Schedule;
 - b) every past or present director, partner, officer or Employee of Yours, but only while acting within the scope of their duties in such capacity;
 - c) all Subsidiaries (now or hereafter constituted) of Yours, (including their directors, partners, officers, Employees or shareholders, but only while acting within the scope of their duties in such capacity) whose place of incorporation is within Australia or its external territories, and including any entity over which the subsidiary company is in a position to exercise effective direction or control;
 - d) Your personal representative, in the event of Your death, but only in respect of liability incurred by You;
 - e) any principal of the Insured, in respect of the vicarious liability of such principal arising out of Your acts or omissions, or the persons specified in paragraph (a) in the performance by them of work for that principal;
 - f) any shareholder of Yours, but only for liability in respect of which You would have been entitled to indemnity if the claim had been made against You;
 - g) any director, partner or senior executive of Yours in respect of private work undertaken by any Employee for such director or senior executive, and any such Employee whilst actually undertaking such private work; and
 - h) any office-bearer, committee or member of Your own canteen, sports, social and child care facilities or welfare organisations and any member of Your own fire, first aid, medical or ambulance services in respect of claims arising from their duties connected with the activities of any such facilities, organisations or services;

The expression "Named Insured" shall mean the person or entities specified in the Schedule.

4. References to the Insurer in this Application Form means Liberty Specialty Markets. Liberty Specialty Markets is a trading name of Liberty Mutual Insurance Company (ABN 086 083 605). Incorporated in Massachusetts, U.S.A. (The liability of members is limited) ("**Liberty**").
5. References to We / Our / Us in this Application Form means, where the context permits, Liberty and / or Wellington.
6. Reference to North America in this Application Form means the USA and/or Canada and their respective territories and protectorates.

Your Details

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

12. 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
			/ /
			/ /
			/ /
			/ /

13. Is Outside Directorship Cover to be included in the proposed insurance? If 'Yes' answer the following question			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	

14. Are You required by law to register as a labour hire company? If 'Yes' answer the following question			Yes	No
(i) Licence number/s				

Staff Details

15. Current full-time equivalent (FTE) staff numbers of the Insured:

Note: FTE is the hours worked by one employee on a full-time basis. Please convert the hours worked by part-time employees into the hours worked by full-time employees.

	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									

Note: Under the definition of Employee within the policy wording we cover contractors if they are sole trader/single director Pty Ltd's.

Your Business Activities

Please complete all relevant sections.

Labour Hire and Recruitment Services are defined as:

- A. Placement of candidates in permanent positions, in its capacity as employment agent
- B. Temporary placement of Employees and independent contractors with third parties for the provision of On-Hired Services or On-Hired Medical Services.
- C. The provision of the services for which on-hired Professional Workers have been supplied to third parties
- D. Employment consulting services in the areas of occupational health and safety, human resources, human resources relations, human resources relations, human resources management, employment, outsourcing, and psychological testing as a **service separate** to temporary and permanent placements.
- E. Training and induction in all areas, including group training.
- F. Payroll management for Employees and independent 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 Labour Hire and Recruitment Services:

Actual for the past 12 months	Estimated for the next 12 months
\$	\$

Terms of Business

Do you have standard terms and conditions and/or contracts in place with your client(s)? If so, please provide examples of these.	Yes	No
Do You assume client's liability under contract?	Yes	No
If You have entered into an agreement with another party: <ul style="list-style-type: none"> • where You are assuming a greater liability than would apply had You not entered into that agreement; or • which prevents You from taking a recovery action for indemnity or contribution from that party it may adversely affect Your rights to cover under this Policy.		
Do You on hire labour internally? Internal labour hire is when one entity on-hires employees and/or contractors to a related entity	Yes	No
If yes, please provide full details		

Underwriting Information

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

Actual for the past 12 months	Estimated for the next 12 months
\$	\$

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** that you earned for the past 12 months and expect to earn for the next 12 months.

Employees/Temporaries (Skill Groups)	Actual for the past 12 months \$	Estimated for the next 12 months \$	Employees/Temporaries (Skill Groups)	Actual for the past 12 months \$	Estimated for the next 12 months \$
<u>White Collar</u>			<u>Blue Collar</u>		
Accountants			Aviation		
Architects			Construction – Civil		
Childcare Workers			Construction – General		
Clerical/Secretarial			Drivers – registered vehicles and plant ** (please describe below)		
Communications			Drivers – unregistered vehicles and plant ** (please describe below)		
Engineers			Electrical		
Hospitality			Food Processing		
IT Consultants			Marine		
Nurses/Healthcare workers Any midwifery or childbirth services to be separately declared			Mechanical		
Others *(Please describe below)			Mining - Above ground		
			Mining - Below ground		
			Plumbing		
			Retail		
			Stores		
			Welding		
			Others**(Please describe below)		

* White Collar Others:

** Blue 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	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 undertake business activities other than Labour Hire and Recruitment Services as defined in 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:	\$	

F.	(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. Us)			

Insurance History

1. Are You currently insured for any of the following?		Yes	No	
If 'Yes' , please provide details:				
Policies	Expiry Date	Amount Insured \$	Excess Amount \$	Name of Insurer
General Liability	/ /			
Professional Indemnity	/ /			
Management Liability	/ /			
Employment Practices Liability	/ /			
Commercial Legal Expenses	/ /			
Cyber	/ /			

2. (a) 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	
(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 , has a claim or claims ever 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
(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 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
(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 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
(b) If ‘Yes’, please provide details:			
	Date	Circumstances	
	/ /		
	/ /		

Limits of Indemnity

Please select the Limit of Indemnity required

	\$10,000,000	\$15,000,000	\$20,000,000	\$25,000,000	\$50,000,000
General Liability					
	\$500,000	\$1,000,000	\$2,000,000	\$5,000,000	\$10,000,000
Professional Indemnity					
Management Liability					
Employment Practices Liability					
Commercial Legal Protection	Yes	No			

Optional Extension – Cyber		
Do You require cover for cyber?	Yes	No
If yes please answer the following questions:		
(i) Do You or Your cloud hoster, back-up Your data at least once per week and store these back-ups in a location that is separate from Your physical premises?	Yes	No
(ii) Do You have anti-virus software and firewalls in place that are updated on at least a quarterly basis?	Yes	No
(iii) Do You encrypt all sensitive data that is physically removed from Your premises by laptop, mobile/portable devices, USB or other means?	Yes	No
(iv) Are You Payment Card Industry (PCI) compliant?	Yes	No
(v) Do You have a process in place that includes internal and external legal sign off prior to content being published on Your website, social media pages or physical media?	Yes	No
(vi) Do at least two members of staff review and authorise any transfers or funds, signing of cheques (above \$10,000) or for the issuance of instructions for the disbursement of assets, funds or investments?	Yes	No
(vii) Do You have a patch management policy in place that enables You to implement critical patches within 30 days?	Yes	No
(viii) Vendor Management - Please identify all critical vendors:		
Anti-Virus / Firewalls:		
Cloud Hosting:		
Critical Software:		
(ix) In the last 5 years have You (including any directors, officers or C Suite members) received, or are there currently pending, any claims, complaints or incidents which may be covered under the proposed insurance, and/or do You (including any directors, officers or C Suite members) have knowledge of any fact, circumstance, situation, event, or transaction which may give rise to a claim or loss under the proposed insurance?	Yes	No
If yes, please provide details as an appendix to this application		

Declaration		
<p>I the undersigned declare that:</p> <p>i. I am authorised by each of the Insured to sign this Application Form; and</p> <p>ii. the above statements are correct, true and complete; and</p> <p>iii. no information material to this Application Form has been withheld; and</p> <p>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</p> <p>v. I have diligently made all necessary and detailed enquiries in order to comply with the duty of disclosure; and</p> <p>vi. I understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance; and</p> <p>vii. I undertake to inform the insurer of any material alteration to these facts occurring before entering into the contract of insurance; and</p> <p>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</p> <p>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</p> <p>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.</p>		
Signed		Date / /
Name		
Title		

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
PO Box 204, Rosny Park, TAS 7018

ABN 96 622 167 293
Ph: 0409 914 899

AFS Licence No: 511660
www.wellingtonu.com.au