# about | RECRUITMENT SERVICES

COMBINED LIABILITY INSURANCE PACKAGE PROPOSAL







#### IMPORTANT INFORMATION: PLEASE READ THE FOLLOWING INFORMATION BEFORE COMPLETING THIS PROPOSAL

#### **Obtaining a Quotation**

To minimise delays in obtaining a quotation please provide complete answers to all questions in this proposal and attach relevant brochures, CVs, etc. that you believe will help us understand your business.

#### **Your Duty of Disclosure**

The requirement of full and frank disclosure of anything which may be material to the risk for which you seek cover (for example, claims, whether founded or unfounded), is of the utmost importance with this type of insurance.

Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, that 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; or
- is common knowledge; or
- we know or should know as an insurer; or
- we waive your duty to tell us about.

#### Non-disclosure (if you do not tell us something)

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

# **Defence Costs & Averaging Provision**

General Conditions within the policy provides that if your liability for any Claim is for an amount in excess of the amount of the limit of liability, then we, where applicable shall only cover the same proportion of such defence costs as the limit of liability bears to the total amount to be paid dispose of the claim (exclusive of defence costs).

# **Claims Made and Notified Policy**

The cover provided under this policy may include insurance that operates on a 'Claims Made and Notified' basis. This means that the policy will only cover you for claims made against you and notified to us in writing during the period of insurance.

Where a 'Retroactive Date' is specified in your policy schedule, your policy only covers any claim made against you during the period of insurance that arises from any conduct, act, error or omission that occurred on or after the Retroactive Date.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) provides that where an insured gives notice in writing to the insurer of facts that might give rise to a claim against the insured as soon as reasonably practicable after the insured becomes aware of those facts but before the cover provided by the insurance contract expires, the insurer is not relieved of liability under the insurance contract in respect of the claim, when made, by reason only that it was made after the expiration of the period of insurance.

The above right arises solely under Section 40(3) of the *Insurance Contracts 1984* (Cth) and not under your insurance policy.

# Liability assumed by you under a contract or agreement

It is not possible for you to transfer to us the entire spectrum of legal liabilities which you may be compelled to bear under the terms of a wide variety of Indemnity and/or Hold Harmless Clauses frequently inserted into commercial business contracts by principals, lessors or other parties.

Liability assumed by you under contract or agreement is only covered to the extent described in your insurance policy.

Prior to accepting legal liability for loss, destruction, damage or injury, which would not otherwise have attached to you at law, you should contact your insurance broker to enquire whether your insurance policy covers such liability or, if not, whether it may be so extended.



#### **Subrogation Agreements**

Where another person would be liable to compensate you for any legal liability for loss, destruction, damage or injury otherwise covered by this insurance, but you have agreed with that person either before or after the loss, destruction, damage or injury occurred that you would not seek to recover any monies from that person, we will not cover you under this insurance for such legal liability for loss, destruction, damage or injury.

#### Privacv

About Underwriting value the privacy of your personal information and we will ensure the handling of your personal information is dealt with in accordance with the *Privacy Act 1988* (Cth) (the Act) and the relevant Australian Privacy Principals. Our full privacy policy can be accessed at aboutunderwriting.com.au

When we provide insurance products and/or services, we ask you for the personal information we need to assess applications for insurance policies, to administer and manage insurance policies and to investigate and handle claims. This can include a broad range of information ranging from your name, date of birth, address and contact details to other information about your personal affairs including your profession, financial affairs including financial statements, any criminal convictions or claims.

We may need to disclose personal information that you provide us to contractors, coinsureds, insurers and underwriters (who may be located overseas), lawyers, claims adjusters and others engaged by About Underwriting to enable them to administer policies or handle claims. Regardless of the information shared, we will take all reasonable steps to ensure that the above parties protect your information in the same way that we do.

Our Privacy Policy shown in the above link contains information about how you can access the information we hold about you, ask us to correct it, or make a privacy related complaint. You can obtain a copy from our Privacy Officer by emailing to <a href="mailto:privacy@aboutunderwriting.com.au">privacy@aboutunderwriting.com.au</a>

#### Consent

By visiting any of our websites, online quotation systems, applying for, renewing or using any of our products or services you agree to your information being collected, held, used and disclosed as set out in our Privacy Policy.

# **Claims Conditions**

#### Reporting and Notice

Every claim made against you (the insured) shall be notified to us as soon as practicable, and in respect of Sections 2 and 3 of the policy, prior to the expiry of the Period of Insurance or Extended Reporting Period (if applicable), and all documentation and correspondence pertaining to such claim shall be forwarded to us as soon as practicable after receipt.

All notifications of claims must be sent to:

## claims@aboutunderwriting.com.au

Attention: Claims Manager About Underwriting Pty Ltd PO Box 16106 Collins Street West, Melbourne, VIC 8007

## Summary

# You agree:

- at your expense, to give us all information that will assist us, our investigators and legal representatives, cooperate fully with us and do all things reasonably practicable to avoid or diminish any claim.
- to waive any claim for legal professional privilege to the extent only that the privilege would otherwise prevent any investigator or legal representative from disclosing information to us.
- not to admit liability, settle or incur any costs for a claim without our prior written consent.
- that we shall be entitled to take over, in your name and on your behalf, the conduct of any claim.

The claims conditions are more fully described in the "claims conditions" sections of the accompanying policy.



# **Complaints, Disputes or Feedback**

If you wish to make a complaint or provide feedback about our products or services, or a Privacy breach, you can contact us at <a href="mailto:complaints@aboutunderwriting.com.au">complaints@aboutunderwriting.com.au</a> or <a href="mailto:privacy@aboutunderwriting.com.au">privacy@aboutunderwriting.com.au</a> Please refer to our complaints & disputes process detailed at <a href="mailto:aboutunderwriting.com.au">aboutunderwriting.com.au</a>

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should contact:

Lloyd's Underwriters' General Representative in Australia Suite 1603 Level 16, 1 Macquarie Place Sydney NSW 2000

> Telephone Number: (02) 8298 0783 Email: idraustralia@lloyds.com

Complaints that cannot be resolved can be escalated to an independent dispute resolution body; Australian Financial Complaints Authority (AFCA). This external dispute resolution body has the ability to make decisions of which About Underwriting are obliged to comply. Contact details are:

Australian Financial Complaints Authority
Phone: 1800 931 678

Fax: (03) 9613 6399
Email: info@afca.org.au
Internet: https://www.afca.org.au
GPO Box 3, Melbourne, VIC 3001



# **Recruitment Services Package Proposal**

This Proposal is for Professional Indemnity and General and Products Liability; specific to Recruitment Services.

"You/your" in this Proposal means the "Named Insured".

About you
1. Named insured(s):
2. Trading name(s):
3. ABN: Are you registered for GST?
Yes No
4. Web address(es):
5. Principal business address:
6. Other business locations:
About the business
7. Please provide a detailed description of the Business:
Please attach any relevant brochures or other documentation.
8. Business commencement date:



9. Principals, Partners or Directors details:

Name of Principals, Partners or	Age	Qualifications	Date Qualified	Years Practising as Principal		
Directors			(DD/MM/YYYY)	This Practice	Previous Practice	
10. Employees		Number of Staff				
Principals/Partners/Directors						
Internal Employees On-Hired Employees						
On-Hired Contractors – White Collar						
On-Hired Contractors – Blue Collar						
Total						
	, _					
11. Where required under State and and/or Territories in which you oper		rritory law, do you comply with all	labour hire licensir	ng requirement  Yes	s in the States  No	
If No, please provide details:				_	_	
12. Please list your professional mer	nbersh	iips:				
13. Do you conduct business overse	as?			☐ Yes	П №	
If Yes, please provide details:						
Tres, preuse provide details.						
44 11						
14. Has the name of your business e If Yes, please provide additional info			our business unde	Yes	No	
ii res, piease provide additional iiiio	IIIIatic	///·				
15. Has your business amalgamated	, merg	ed or acquired any other business	or practice?	☐ Yes	☐ No	
If Yes, please provide additional info	rmatic	on:				
				_	_	
16. Is any Principal/Partner/Director	assoc	iated or connected with any other	business?	Yes Yes	☐ No	
If Yes, please provide details:						



17. G	Gross Turnover:				
Past	financial year:	Next financial year:			
	Please provide split of total turnover derived and to be de	rived from each of the fo	llowing in the	past 12 Mont	hs and
estin	nated for the next 12 Months:	Past 13	2 Months	Estimate	d next 12
		1 430 1.	2 1010116113	Mor	
a)	Placement of candidates in permanent positions				
b)	Temporary placement of Employees and Contractors for provision of On-Hired Services or On-Hired Medical Serv				
c)	Payroll management for Employees and Contractors				
d)	Employment consulting services in the areas of occupation and safety, human resources, human resources relation resources management, employment, outsource psychological testing, reference checking, workplace as careers counselling and/or change management	ons, human cing, and			
e)	Group training, apprentices and induction activities				
f)	Contractor management services				
g)	Other – please detail:				
Tota					
1014					
19. D	Oo you place On-Hired Employees and/or On-Hired Contraces?	ctors into any medical, ag	ged care, disab	oility or childc Yes	are related
If Yes	5,				
a) Ar	e they always placed via a Host Employer?			Yes	☐ No
	re they placed exclusively into a licensed and registered far no at home / direct care)	cility?		Yes	☐ No
20.0	On Hirad Carriage				
	On-Hired Services any of your On-Hired Employees or On-Hired Contractors ;	placed in any of the follow	wing industries	s:	
a) Mi		,,		Yes	□No
•	nermal Coal			Yes	☐ No
,	trochemicals			Yes	☐ No
,	arine			Yes	☐ No
,	I & Gas			Yes	☐ No
•	rospace			Yes	☐ No
g) Cra				Yes	☐ No
	uilding Inspections, Building Certification or Building Surve	ying		Yes	☐ No
	pject Management / Construction Management	. •		Yes	☐ No
	operty Development / Property Valuations			Yes	☐ No



21. Please provide a breakdown of the followin distributions):	g industries and applical	ble gross wages/fee	es payable (includ	ding any trust		
	•	oyees \$AUD Gross s Payable	On-Hired Contractors \$AUD Gros Fees Payable			
	Last 12 months	Next 12 months	Last 12 months	Next 12 months		
White Collar						
Clerical/Secretarial/Bookkeepers						
Hospitality						
Retail						
Other White Collar – please detail:						
White Collar – Professionals						
Accountants						
Architects/Engineers						
IT Consultants						
Lawyers						
Other Professionals – please detail:						
produce production						
Medical / Childcare						
Childcare Workers						
Healthcare Workers/Carers						
Nurses						
Midwifery						
Dentists						
Medical Practitioners						
Other Medical – please detail:						
Blue Collar - Blue Collar On-Hired Services is define	ad ac: Ckillad and unckillad	manual lahour trada	s naonla hoth aug	lified and unavalified		
Aviation	cu us. skilicu uliu uliskilicu	manaanabban, traac	s people both qua	infica and anquanfice		
Construction/Trades/Industrial						
Drivers						
Food Processing						
Marine						
Mining – Above Ground						
Mining – Below Ground						
Scaffolders/Riggers						
Security – Crowd Control						
Security – Static Guarding						
Stores						
Welders						
Other Blue Collar – please detail:						
OLITE DIVE CONST DIESSE VELSII.		1	1	1		



			atically provid ontractors whi		cover for your O ?	n-Hired Cont	ractors. Do you	wish to exter Yes	nd cover for
23. Do	you ou	tsource any	aspect of you	r recruitme	ent/labour hire se	ervices, inclu	ding payroll, hu	man resource	es, arrangement
of Wo	rkers' C	ompensatio	n or Accident	Compensat	tion insurance an	d the like?		Yes	☐ No
If "yes	", pleas	e provide de	etails:						
24. Tei	rms of E	Business or I	Engagement						
			<mark>of the standar</mark> Host Employer		business or enga	<b>igement</b> you	use when you	provide On-H	ired Services and
b) Are	the pro	vided stand	ard terms of b	ousiness or	engagement in fo	orce with Hos	st Employers fo	r the provisio	n of On-Hired
Servic	es and (	On-Hired Co	ntractors in 10	00% of on-h	nire contracts?			Yes Yes	☐ No
If "no"	, please	provide de	tails.						
c) Do y	ou eve	r agree to ir	demnify / hol	d another p	party harmless ur	nder any cont	racts you enter	· into?	
								☐ Yes	☐ No
-	-	-			der which you ag contract below.	ree to indem	nify or hold har	rmless anothe	er party and a
	you ref		ck all Employe	es, Perman	nent Placements,	On-Hired Em	ployees and Or	n-Hired Contra	actors prior to all
0 0								_	—
26. Do	you ca	rry out full (	OH&S checks o	n Host Em	ployers prior to a	ll engagemer	nts?	Yes	☐ No
27. Ple	ease pro	vide a perc	entage split of	the states	in which you gen	erate your fe	e income:		
	ACT	:	NSW:		NT:		QLD:		SA:
	TAS	:	VIC:		WA:		O/S:		Total:
Duties	;								
28.	a)	preparing transfer in	cheque requis structions abo	itions, reco ve \$5,000,	ne person can cor nciling bank state from commence ial controller or c	ements or iss ment to com	uing fund	Yes	☐ No
	b)				e person can con		f	Yes	☐ No



С	nonies or return of ompletion without irector)?	_				
	re all employees re nnual leave per yea	-	minimum of two w	veeks uninterrupte	d N	es No
ir	When payments are the invoices (e.g. lrior to making payr	bank account de			·	es No
29. Do you requ	ire Fidelity Cover?					es No
If Yes, please se	ect your preferred	sub-limit:				
\$50,000 About yo	□ \$100,000 ur Claims	) [ \$250	0,000			
Products Liability 30. After full enough principal, partner	t <b>y, Management Li</b> quiry of <u>all</u> your em er, director or empl	ability, Cyber Lia	bility and Statutor	y Liability:	you or your bus	emnity, General and iness or that of any es  \textsquare \text{No}
If Yes, please pro		5			I. I	al :
Date Notified (DD/MM/YYYY	Insurer )	Description	Amount Paid	Maximum Potential Loss	Finalised or Open	Claimant Name
the business of	re of any circumsta any principal, partn ovide details of circ	er, director or er	mployee?	in a claim being m		u or your business or es No
professional res	any of your employ pect whilst in this co	or any other busi	ness?	isciplinary proceed		for misconduct in a es No



33. Have you, your principal had any special terms imposed			n business had insuran	ce declined, cancelle	ed, refused or		
About your cover							
34. Do you currently have which cover is being propo		or General and P	roducts Liability insura	nce in force for the	activities for		
If Yes, please provide the fo	ollowing details:						
Professional Indemnity	Insurer	Renewal Date	Limit of Indemnity	Deductible	Premium		
General & Products Liability							
35. Please select which Lim	nit of Indemnity is requ	uired for Profession	nal Indemnity:				
\$1,000,000	\$2,000,000 \$5,	000,000  \$10	0,000,000 \$20,	,000,000 Other			
36. Please select which Lim	nit of Indemnity is requ	ired for General a	nd Products Liability:				
		0,000,000	·	Other			
Additional Information	Additional Information						
If insufficient space to com	plete questions, pleas	e provide at this se	ection:				



# **Management Liability Addendum**

Only complete this	section if Managem	ent Liability cover	s required			
37. Do you require a	quotation for Mana	agement Liability in	surance?	☐ Yes	· [	No
If Yes, please compl	Yes, please complete the following questions:					
38. Please select wh	ich Limit of Indemni	ty is required for M	anagement Liability:			
\$500,000	\$1,000,000	\$2,000,000	\$5,000,000	Other		
	\$1,000,000	72,000,000		Other		
39. At last financial	year end, please stat	e:				
Net Profit						
<b>Gross Total Assets</b>						
Gross Total Liabiliti	es					
40 Do all Directors	of the Company hold	l a Director ID num	her?	☐ Yes	ь Г	¬ №
					<u> </u>	∃ No
	41. Do you require Employment Practices Liability?  Yes No  If Yes, please select your preferred sub-limit:					
	<u> </u>		_			
\$250,000	\$500,000	\$1,000,000	\$2,000,000	Other		
42. Retrenchments	in the last 12 months	s/next 12 months:				
Number last 12 Mo	nths:					
Estimate next 12 Mo	onths:					
43. Are all employed	es provided with wri	tten employee proc	edures (e.g., Employe	e Handbook)?	☐ Yes	∏No
44 Do you require	'tatutanı Liabilitu'				Yes	□No
44. Do you require S	your preferred sub-l	imit:			☐ 1es	Пио
			<b>.</b>			
\$100,000	\$250,000	\$500,000	\$1,000,000			
45. Have you suffere	ed any Occupational	Health & Safety bre	eaches in the last 5 yea	ars?	Yes	☐ No
If Yes, please provid	e details:					_

-	ed a Quality Insurance onmental procedures?		SO 9000 series or indus	stry-specific acc	reditation pe	culiar to
	·		& Safety Procedures a	nd Environmen	_	_
	distributed to all empl		a safety i roccaures an	na Environmen	Yes	☐ No
If Yes, please provio	le details:					
48. Have you ever h	nad a penalty or premi	um loading impo	sed on your Workers Co	ompensation in	surance?	
If Yes, please provid	le details:				Yes	☐ No
49. Do you have a s	afety management sy	stem in place, inc	luding a risk register?		Yes	☐ No
50. Do you require	Crime Cover?				Yes	☐ No
If Yes, please select	your preferred sub-lin	nit:				
\$50,000	\$100,000	\$250,000	\$500,000			
51. How often is an	independent physical	review of stock r	econciled against inven	ntory records?		
Weekly	Mont	hly	Annually	0	ther:	
52 Are there any fa	acts or circumstances t	-hat may affect th	e ability of the compan	ny to moot all its	s dobts as an	d whon thoy fall
due?	icts of circumstances	inat may affect th	e ability of the compan	iy to meet an it.	Yes	□ No
If Yes, please provid	le details:					
53. Do you require	Internet Liability?				Yes	☐ No
If Yes, please select	your preferred sub-lin	nit:				
\$50,000	\$100,000	\$200,000				
54. Please advise th	ne number of websites	s cover is required	l for:			
		·				
55. Please list webs	ite addresses requirin	g cover:				

# **Declaration**

I acknowledge that I have read and understood the important notices and privacy statement contained in this proposal and addenda. Where I have provided information about another individual, I declare the individual has been made aware of the facts contained in the important notices and privacy statement.

I agree that this proposal and addenda together with any other information or documents supplied shall form the basis of the contract of insurance.

I declare that I am authorised to complete this proposal and addenda on behalf of the Insured and that to the best of my knowledge the statements, particulars and information contained in this proposal and addenda and any other documents accompanying this proposal and addenda are true and correct in every detail and that no material facts have been misstated or omitted.

I undertake to inform about Underwriting of any material alteration to those facts before entering into a contract of insurance.

Date:	Name:	
Position:	Signature:	

**about** | **underwriting** | ABN: 78 608 848 479 | AFSL: 483210

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