



# Public & Products Liability Proposal Form – Recruitment, Employment, Labour Hire & Associated Risks

## IMPORTANT NOTICES

### Your Duty Of Disclosure

This Policy is subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure.

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, 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.

**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.

If you are not sure whether something is relevant, it's advisable that you inform us anyway.

### Don't Prevent Our Right of Recovery

This policy contains a provision which states that if you surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

### We Are An Agent

Sterling Insurance Pty Limited (Sterling) is an authorised agent for the underwriters (i.e. insurers), for the purpose of entering into contracts of insurance with intending insured parties and for the dealing with and settling of claims thereunder. At no time do we act in the capacity of agent for the insured or intending insured parties, in either capacity or any other capacity.

### Insufficient Space in this Proposal Form

If there is insufficient space in this proposal form for you to fully answer any questions or provide the requested information, please attach a page with the additional information.

### Sanctions

We are bound by legislation which over-rides the policy when it involves any individual, organisation and/or country listed in a sanctions list as generated by Australia, United States of America (USA), European Union (EU), and United Kingdom (UK). Consequently, all your operations are required to comply with all applicable sanctions legislation.

### Reasonable Care

You must take reasonable precautions to prevent injury and/or damage to third party property prevent the manufacture and/or sale and/or supply of defective products, comply with all statutory obligations, by-laws or regulations imposed by any public authority for the safety of persons or property. The same requirement applies to all your workers, servants and agents.

### Privacy Notice

We are bound by the Privacy Act and its associated Australian Privacy Principals (APPs) when we collect and handle your personal information.

We collect personal information in order to provide our services and products. We also pass it to third parties involved in this process such as our reinsurers, agents, loss adjusters and other service providers.

You can seek access to and if necessary, correct your personal information by contacting our Privacy Officer.

When you give us personal or sensitive information about other individuals, we rely on you to have made or make them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties that we disclose it to and how they can access it. If it is sensitive information we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

#### Sydney

Ph: 02 9950 4000  
Fx: 02 9950 4001

#### Brisbane

Ph: 07 3377 0832

#### Sterling Insurance Pty Limited

ABN: 12 084 296 168, AFSL: 237880

[www.sterlinginsurance.com.au](http://www.sterlinginsurance.com.au)

PO Box 286, Nth Sydney NSW 2059

## IMPORTANT NOTICES (Cont'd)

### Claims Made Notice for Professional Indemnity, Errors & Omissions, and Statutory Liability Extensions

The Professional Indemnity, Errors & Omissions, and Statutory Liability extensions are 'claims made' covers. This means that these extensions cover you for claims first made against you during the period of insurance and notified to the underwriter during such period of insurance.

These extensions do not provide cover in relation to:

- Events which occurred prior to the period of insurance or such earlier retroactive date as may be stipulated in the schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims where the possibility of the claim was intimated in any way prior to the commencement of the period of insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous proposal or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

As explained above, these extensions, by their terms, do not provide cover for claims made after the expiry of the period of insurance provided by the extensions.

Section 40(3) of the Insurance Contracts Act 1984 however provides that an underwriter is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has given notice in writing to the underwriter:

- of the 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, and
- before the expiry of the period of insurance.

It is therefore important that you advise us of any circumstances that could result in a claim during the period of insurance to protect your position in case the circumstances develop into a claim after the expiry of the period of insurance.

### Completing This Proposal Form

For the purposes of this Proposal form:

"Blue Collar" means unskilled manual labour and/or trades people (both qualified and unqualified).

"White Collar" means non-manual labour people.

"Permanents" means candidates for which you receive a fee for their placement on a permanent basis.

"On-Hired Services" means your Employees that are on-hired to third parties.

"Contractors" includes sole traders, partnerships, trusts and proprietary companies to which you pay fees (including any trust distributions) who are on-hired to third parties.

"Recruitment and Consulting Services" means:

1. placement of Permanents;
2. temporary placement of Employees and Contractors for the provision of On-Hired Services;
3. employment consulting services in areas of workplace health & safety, human resources (including human resource relations/management/employment), equal opportunity employment, arbitration, organisational development, change management, outplacement, outsourcing & psychological testing as a service separate to 1. or 2. above;
4. training and induction in all areas, including group training; and/or
5. payroll management for employees and contractors.

## 1. THE INSURED

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a) Full name/s of proposed Insured including subsidiaries

**Company Name(s)**

**A.B.N.**

**I.T.C.%**

b) Postal Address:

c) Please provide a full description of your business activities:

d) Are any of the Insured and/or its directors listed in any sanctions list generated by Australia, United States of America (USA), European Union (EU) and/or United Kingdom (UK)? YES NO

e) Will you be conducting business activities in any sanctioned country listed in any Australian, US, EU and/or UK sanction list? YES NO

If "Yes", please provide full details:

f) Please state the number of years in continuous business: years  
*\*Note: If less than 3 years please attach CV or summary of relevant past experience/qualifications*

g) Please state your website address: www.

## 2. PERIOD OF INSURANCE

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From:        /        /        at 4pm\*      To:        /        /        at 4pm\*      \* denotes Local Standard Time.

## 3. LIMIT OF INDEMNITY

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- a) Public Liability (any one Occurrence) \$
- b) Products Liability (in the aggregate for all Injury/Damage during the Period of Insurance) \$
- c) Care, Custody & Control (in the aggregate during the Period of Insurance) \$
- d) Professional Indemnity (in the aggregate during the Period of Insurance) \$
- e) Error & Omissions Liability (in the aggregate during the Period of Insurance) \$
- f) Statutory Liability up to maximum \$1M (in the aggregate during the Period of Insurance) \$

## 4. DETAILS OF PREMISES

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Please provide details of premises occupied for the purpose of conducting your business.

Location	Occupied As	Owned or Leased
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## 5. ESTIMATED PAYROLL

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Please state your estimated annual payroll including the remuneration of Principals, Directors, Partners & employees who work **exclusively at your premises**:

Payroll: \$

Total Staff Numbers:

## 6. DETAILS OF YOUR BUSINESS ACTIVITIES

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- a) Are you a member of the RCSA (Recruitment and Consulting Services Association)? YES NO
- b) Are you a member of any other professional association, body or society? YES NO

If "YES", please provide full details.

- c) Do you provide training and induction services including group training? YES NO  
Please state the annual turnover from training and induction services: \$
- d) Do you provide payroll management services for employees and contractors? YES NO  
Please state the annual turnover from payroll management services: \$

e) Please complete the attached tables for candidates, employees & contractors:

**White-Collar Occupations** (i.e. non-manual labour):

Categories	Annual Turnover & Number of Placements					
	Permanents		On-Hired		Contractors	
	Number	Turnover (\$)	Number	Turnover (\$)	Number	Turnover (\$)
Office Clerical/Secretarial only						
All Professional Consultants – mainly office work & some site visits						
Nursing/Healthcare sector						
Hospitality sector						
Retail sector						
<i>Others, please advise:</i>						
1.						
2.						

**Blue Collar Occupations** (i.e. manual labour):

Categories	Annual Turnover & Number of Placements					
	Permanents		On-Hired		Contractors	
	Number	Turnover (\$)	Number	Turnover (\$)	Number	Turnover (\$)
Qualified tradespeople (but excluding the Mining sector)						
Forklift Drivers						
Aircraft/Airside						
Mining – Aboveground						
Mining – Underground						
Underground – other sector/s						
<i>Others, please advise:</i>						
1.						
2.						

- f) Please state your actual gross annual turnover for last financial year or past 12 months: \$
- g) Please provide an approximate breakdown of your estimated gross annual turnover by State/Territory & Overseas:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas
%	%	%	%	%	%	%	%	%

- h) Do you visit and inspect all workplaces prior to arranging labour hire? YES NO  
 If "YES", after each visit do you complete a logbook which may include a checklist or inspection document that is kept as a record? YES NO
- i) Do you conduct reference checks on each:  
 i. candidate/employee using your employment services? YES NO  
 ii. client to whom you supply employment services? YES NO  
 If "NO", please provide reasons why
- j) Do you provide Employment Consulting Services in areas of workplace health & safety, human resources (including human resource relations/management/employment), equal employment, arbitration, change management, organisational development, outplacement, outsourcing & psychological testing? YES NO  
 If "YES", please provide full details:
- k) Do you always confirm the existence of Workers Compensation & Liability insurance policies for all contractors/subcontractors? YES NO
- l) Are you always named as Principal on the Contractor's Liability insurance policies? YES NO
- m) Do you conduct business operations or activities:  
 i. Overseas? YES NO  
 ii. Involving off-shore work platforms? YES NO  
 iii. Involving watercraft, aircraft, hovercraft, &/or rail equipment &/or within the rail corridor? YES NO  
 iv. Handling waste in any way (including the storage, processing, or transport)? YES NO  
 If "YES", please provide full details including the overseas locations, circumstances & type of work:
- n) Do you manufacture, import, export, re-package &/or distribute any product? YES NO

If "YES", please complete the following questions:

i. Please complete the following table:

Product Description	Your Role*	Total Annual Turnover	Origin (for imports)	Destination (for exports)
		\$		
		\$		
		\$		

\* denotes (M) = Manufacture, (I) = Import, (E) = Export, (R) = Re-package, (D) = Distribute

- ii. Do you modify products which you import, export, re-package or distribute? YES NO  
 If "YES", please provide full details:
- iii. For all products which you manufacture, can you with certainty identify the source of every item used in their manufacture? YES NO  
 If "NO", please provide reasons:
- iv. Are any of your products used in aircraft, vehicles, watercraft, hovercraft or rail equipment, or at power stations, chemical/petrochemical plants, or mining/drilling sites? YES NO  
 If "YES", please provide full details:

- v. Do you manufacture any petrochemicals, industrial chemicals (including pesticides/fungicides), fertilizers, pharmaceuticals, or radioactive/asbestos material? YES NO  
If "YES", please provide full details:
- vi. Do you have quality control procedures in place for all your products? YES NO  
If "YES", please provide full details for each product including any relevant industry codes or standards, testing frequency, who does the testing, & what records are kept:
- vii. Have you ever recalled a product because of a potential safety hazard? YES NO  
If "YES", please full provide details:

### **7. CARE, CUSTODY AND CONTROL**

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- a) What is the total value at all your locations of property owned by others in your care, custody or control? \$
- b) What is the maximum value of any one item? \$
- c) Please provide a brief description of the property:
- d) Is this property covered by a material damage or any other policy of insurance? YES NO  
If "YES", please provide full details including the insurer, policy type, policy number & policy period:

### **8. POLLUTION**

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- a) Do any of your trade processes produce toxic waste & other pollutants which have the potential to injure people or damage property or otherwise harm the environment? YES NO  
If "YES", please provide full details including quantities & how they are stored/handled:
- b) Are you required to hold EPA licenses? YES NO  
If "YES", please provide full details:

### **9. PROFESSIONAL INDEMNITY**

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- a) Do you provide any advice, design or specification to third parties for:  
i. a fee? YES NO  
ii. no fee? YES NO  
If "YES", please provide full details:
- b) Do you require a quote for Professional Indemnity insurance? YES NO  
i. If "YES", do you currently have Professional Indemnity insurance? YES NO  
ii. If "YES", please advise the following details about your current policy:  
Insurer: Expiry date: / /  
Limit of Indemnity: \$ Deductible: \$  
Retroactive date (if applicable): / /

**NOTE:** We will review this proposal & where possible, provide indicative terms. A separate proposal form specifically for Professional Indemnity insurance must be completed before quoting and/or issuing cover.

**10. CONTRACTUAL LIABILITY**

Do you assume liability under contract or hold others harmless (other than lease liability)? YES NO

If "YES", please provide full details and attach copies of all applicable agreements (other than leases):

**11. CLAIMS/LOSS EXPERIENCE & PROFESSIONAL CONDUCT**

- a) After investigation, are there any circumstances for which you in the past 7 years:
- i. Were fined or required to pay a penalty? YES NO
  - ii. Could be required to pay a fine or penalty? YES NO

If "YES", please provide full details:

- b) After investigation, have there been any claims &/or uninsured losses, &/or circumstances of which could give rise to a claim? YES NO

If "YES", please complete the table below:

Date of Loss	Details of the claim/loss or circumstance (incl. the cause, the activity, & when it was reported)	If a claim, is it Open or Closed	Incurred Loss (i.e. Amount Paid and Outstanding)	Excess
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$
/ /		Open Closed	\$	\$

**12. PREVIOUS INSURANCE & OTHER HISTORY**

Have you ever had any:

- a) Insurance declined or cancelled? YES NO
- b) Renewal refused? YES NO
- c) Special conditions imposed on your insurance? YES NO
- d) Increased excess imposed on your insurance? YES NO
- e) Claims denied for this class of insurance? YES NO
- f) Criminal charges &/or convictions? YES NO
- g) Financial trouble resulting in an administrator being appointed &/or being declared bankrupt? YES NO

If "YES" to any of the above, please provide full details:

### 13. DECLARATION

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I/We

- a) declare that:
  - i. I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;
  - ii. the answers and information given by me/us in this Proposal are true and correct in all respects;
  - iii. no information has been withheld that would affect the underwriter's decision to accept this Proposal;
  - iv. where answers in this Proposal are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- b) authorise the Underwriters to give to, or obtain from other insurers or an insurance or credit reference bureau, any information relating to these insurance covers, and any other insurances held by me/us and claims under those insurances.
- c) understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Policy and not necessarily what I have elected on this Proposal.
- d) acknowledge that the underwriters and their agents reserve the right to decline this Proposal.
- e) acknowledge that this policy and Underwriters are bound by any sanctions list (including associated legislation) generated in Australia, US, EU and/or UK.

Proposer's Signature:

Date:        /        /

Proposer's Title: