

IMPORTANT INFORMATION

Please read this first

Employment Practice Liability Insurance Insurance proposal form

1. 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.

2. Claims made and notified basis of coverage

The Employment Practice Liability Insurance Policy is issued on a 'Claims made and Notified' basis.

This means that the policy responds 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 Discovery Period Extension.

If a Discovery Period is purchased as provided for in the extension, then some cover for new notification of Claims or facts is available.

3. Retroactive date

You will not be entitled to indemnity under your new policy in respect of any claim resulting from an act, error or omission occurring or committed by you prior to the retroactive date, where one is specified in the policy terms offered to you.

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

Vero Insurance is a member of the Suncorp Group.

The Privacy Act 1988 (Cth) requires us to inform you that:

Purpose of collection

Personal information is information about an identifiable individual and includes facts or an opinion about you which identifies you or by which your identity can be reasonably determined. The collection of your personal information is essential to enable us to conduct our business of offering and providing you with our range of financial products and services.

We collect personal information for the purposes of:

- ▼ identifying you when you do business with us;
- ▼ protecting your personal information from unauthorised access;
- ▼ establishing your requirements and providing the appropriate product or service including evaluating your application for insurance and any request for amendment to any insurance provided;
- ▼ setting up, issuing, administering and managing the insurance following acceptance of an application;
- ▼ assessing and investigating, and if covered, managing a claim made in relation to any insurance you have with us or other companies within the Suncorp Group; and
- ▼ understanding your needs and improving our financial products and services, including training and developing our staff and representatives.

Consequences if personal information is not provided

If we request personal information about you and you do not provide it, we may not be able to provide you with the insurance product you request, manage or pay any claim under an insurance policy or provide you with the full range of services we offer.

Disclosure

We use and disclose your personal information for the purposes we collected it.

We may also use and disclose your personal information for a secondary purpose related to the purpose for which we collected it, where you would reasonably expect us to use or disclose your personal information for that secondary purpose. In the case of sensitive information, any secondary purpose, use or disclosure will be directly related to the purpose of collection.

When necessary and in connection with purposes listed above, we may disclose your personal information to and/or collect your personal information from:

- ▼ other companies within the Suncorp group;
- ▼ where required or authorised under our relationship with our joint venture companies;
- ▼ information technology providers, including hardware and software vendors and consultants such as programmers;
- ▼ customer research organisations;
- ▼ intermediaries including your agent, adviser, a broker, a representative acting on your behalf, other Australian Financial Services Licensee or our authorised representatives and our agents;
- ▼ accounting or finance specialists;
- ▼ government, law enforcement or statutory bodies;
- ▼ other insurers, reinsurers, financial institutions, insurance and claims reference agencies, credit agencies, loss assessors, financiers or investigative service providers;

- ▼ hospitals, medical and health professionals;
- ▼ legal and other professional advisers;
- ▼ printers and mail service and delivery providers for the mailing of statements, insurance policy documents and marketing material;
- ▼ imaging and document management services.

Disclosure overseas

There are also instances where we may have to send your personal information overseas or collect personal information from overseas.

These instances include:

- ▼ sending your personal information to companies in the Suncorp group;
- ▼ when you have asked us to do so;
- ▼ when we are authorised or required by law to do so;
- ▼ when we have outsourced a business activity or function to an overseas service provider with whom we have a contractual arrangement;
- ▼ certain electronic transactions; or
- ▼ when it is necessary in order to facilitate a transaction on your behalf.

We will only send your personal information overseas or collect personal information about you from overseas for the purposes in this statement and in compliance with the privacy regime.

Access

You can request access to the personal information we hold about you by contacting us.

In some circumstances, we are able to deny your request for access to personal information. If we deny your request for access, we will tell you why.

If accessing your personal information will take an extended period of time, we will inform you of the likely delay. For more detailed requests for access to personal information, for example, access to information held in archives, a fee may be charged to cover the associated cost of retrieval and supplying this information.

Marketing

We would like to use and disclose your personal information to keep you up to date with the range of products and services available from Suncorp. Generally, our companies in the Suncorp group will use and disclose your personal information for Suncorp's marketing purposes.

If you do not want us to use and disclose your personal information for the purpose of marketing products and services to you, you should contact us and tell us.

Contact

Please contact us to:

- ▼ change your mind at any time about receiving marketing material;
- ▼ request access to the personal information we hold about you; or
- ▼ obtain more information about our privacy practices by asking for a copy of our Privacy Policy;

Our Privacy Policy can also be found on our website at vero.com.au

7. General Insurance Code of Practice

Vero Insurance 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 Vero Insurance for more information about the Code, if required.

8. 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. This Proposal form supplements the information collected in the Directors and Officers Liability Insurance Proposal Form, which should be also be completed.
- 3. Where the space provided is insufficient for your replies, please provide these separately and attach to this Proposal Form.
- 4. Reference to Insured in this Proposal Form means:
 - ▼ the Company and all subsidiary companies; and
 - ▼ the directors and officers of the Company and all subsidiary companies.
- 5. Reference to "the USA" in this Proposal Form means the USA and its territories and protectorates.

1. Details of the company

Name of Company

2. Employee information

(a) Please provide details of the number of employees according to the following categories.

	Current financial year	Last financial year
Full time		
Part time / casual / temporary		
Total		

(b) Please state what percentage of the workforce is unionised.

	%

(c) Please state total number of locations.

(d) Does the Insured have any employees located overseas?

No Yes If Yes, please provide details of the overseas locations by country and the number of employees at each. If any employees are located in the USA, please provide details of the number of employees by State.

3. Human resources

(a) Does the Insured have a separate human resources or personnel department? No Yes

If No, please provide details of how the human resources function is carried out by the Insured.

(ii) If Yes, Is the human resources function centralised or decentralised ?

(iii) does the human resources department use the services of external employment lawyers?

No Yes If Yes, state name of firms and nature of services provided.

4. Pre-employment policies and practices

(a) Does the Insured use an application form for employment?

No Yes If Yes, when was it last revised?

(b) Does the Insured confirm all offers of employment in writing?

No Yes

(c) Does the Insured conduct any pre or post employment testing or screening?

No Yes If Yes,

(i) does the testing include skills performance testing?

No Yes

(ii) are the tests focused on job related skills?

No Yes

(iii) are the tests that are used validated?

No Yes

5. Employment policies and practices

(a) Does the Insured provide employment handbooks to all employees?

No Yes If Yes,

(i) when was it last reviewed?

(ii) was external legal counsel involved in drafting the handbook?

No Yes

(b) Does the Insured have a written equal opportunity policy?

No Yes

(c) Does the Insured have a written harassment policy incorporating an anti-sexual harassment policy?

No Yes

(d) Does the Insured provide training for managers on human resource issues?

No Yes If Yes:

(i) please state how often training is provided

(ii) indicate which topics are covered by the training:

Recruitment procedures

Termination procedures

Performance evaluations

Disciplinary procedures

Discrimination/harassment policies

(e) Does the Insured have a formal internal dispute resolution procedure?

No Yes

(f) Does the Insured have a progressive disciplinary system?

No Yes

(g) Does the Insured utilise job descriptions?

No Yes

(h) Does the Insured have a formal performance evaluation system for all employees?

No Yes

(i) Does the Insured offer employment contracts?

No Yes If Yes, please give details of contracts where annual remuneration under the contract is greater than \$100,000.

Employee under contract	Type of contract (specified term or non specified term)	Term (if specified term contract)	Date of commencement	Annual remuneration including entitlements
<input style="width: 100%; height: 20px;" type="text"/>				
<input style="width: 100%; height: 20px;" type="text"/>				
<input style="width: 100%; height: 20px;" type="text"/>				

6. Termination policies and practices

(a) Does the Insured have a formal termination policy?

No Yes

(b) Does the human resources department conduct pre-termination review of the personnel file?

No Yes

(c) Do external legal counsel conduct pre-termination review of the personnel file?

No Yes

(d) Does the Insured conduct exit interviews with terminated employees?

No Yes

(e) Does the Insured have an established severance practice?

No Yes If Yes, are releases obtained from employees when concluding severance?

No Yes

(f) Does the Insured provide outplacement services for terminated employees?

No Yes

7. Corporate changes

(a) Has the Insured had a reduction in personnel affecting 5% or more of the workforce in a single location within the past 3 years? No Yes

(b) Does the Insured anticipate any redundancies, staff reductions or facility closures in the next 18 months? No Yes

If Yes to a or b, please provide details.

(c) Please state the annual employee turnover rate for the last three years (the number of employees who left the company as a % of total employees).

Year	Year	Year
<input type="text"/> %	<input type="text"/> %	<input type="text"/> %

8. Claims history

(a) Has any claim ever been made or civil or criminal proceedings brought or threatened against the Company, its current or past subsidiaries, directors, officers or employees in relation to employment policy or practices, for example, unfair dismissal, discrimination, harassment or defamation? No Yes

(b) Has the Insured ever been subject to any formal or official investigation examination or other proceedings in relation to employment policy or practices, including any such proceedings initiated by the Human Rights and Equal Opportunities Commission or any other officially recognised regulatory, professional or trade body, or any similar body and any criminal investigations? No Yes

If Yes to a or b, please provide details.

Date of claim or proceeding	Details of each claim, proceedings or investigation including name of claimant, nature of allegation, details of determinations or judgments and any monetary damages, defence costs, settlements, fines or penalties	Cost (if any) incurred (whether insured or not)	
		Amount Paid	Estimated amount outstanding
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

What action has been taken to prevent a recurrence of the situation that gave rise to each claim, proceeding or investigation?

9. Known circumstances

After enquiry, is the Insured aware of any act, omission, conduct, fact, event, circumstance or matter:

(a) which might reasonably be expected to give rise to a claim or lead to civil or criminal proceedings against the Insured, its directors or officers or any of its employees in relation to employment policy or practices, for example, unfair dismissal, discrimination, harassment or defamation? No Yes

(b) which might reasonably be expected to give rise to any formal or official investigation examination or other proceedings in relation to employment policy or practices, including any such proceedings initiated by the Human Rights and Equal Opportunities Commission or any other officially recognised regulatory, professional or trade body, or any similar body and any criminal investigations? No Yes

(c) which has been or should have been the subject of any written notice given under any policy or coverage part of which this proposed Employment Practice Liability insurance is to be a direct or indirect renewal or replacement? No Yes

If Yes to a, b or c, please provide details.

Fact, circumstance or situation	Current status	Date first became aware	Insurer to whom notified	Date of notification to Insurer
		/ /		/ /
		/ /		/ /
		/ /		/ /
		/ /		/ /

It is agreed that if such facts, circumstances or situations exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage.

10. Details of employment practice liability coverage requested

Limit of Liability	\$	\$	\$
Excess	\$	\$	\$

11. Current insurance

(a) Does the Insured currently hold any Employment Practice Liability Insurance?

No Yes If Yes, please provide details

Insurer		Policy Period	
Limit		Excess	

(b) Has any insurer, in respect of the risks to which this Proposal Form relates, ever:

- (i) declined a proposal, refused renewal or terminated an insurance? No Yes
- (ii) required an increased premium or imposed special conditions? No Yes
- (iii) declined an insurance claim by the Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? No Yes

If Yes to i, ii or iii, please provide details

12. Stamp Duty

Please provide a breakdown in the number of employees by location as follows.

NSW	VIC	QLD	SA	WA	TAS	ACT	NT	Overseas

13. Supporting information

Please enclose the following documents in support of this Proposal:

- ▼ Employee handbook and/or manual of employment policies and procedures
- ▼ Employment application form
- ▼ Typical contract of employment

The Company's latest full consolidated annual report and accounts (if consolidated accounts are not available, enclose annual report and accounts for each company)

Declaration

I/We the undersigned duly authorised person(s) declare that:

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

Signed

Company

Title

Date

Signed

Company

Title

Date

NB: To be signed by the Chairman and one other Executive Officer

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

How to contact Vero Insurance

New South Wales/ACT

GPO Box 115
Sydney NSW 2001
Tel (02) 8121 1935
Fax (02) 8121 0700

Queensland

GPO Box 1453
Brisbane QLD 4001
Tel (07) 3135 2418
Fax (07) 3031 2049

Victoria/Tasmania

GPO Box 1509
Melbourne VIC 3001
Tel (03) 9245 8218
Fax (03) 9245 8112

South Australia/Northern Territory

GPO Box 1619
Adelaide SA 5001
Tel (08) 8205 5207
Fax (08) 8205 5199

Western Australia

GPO Box B78
Perth WA 6838
Tel (08) 9320 3955
Fax (08) 9320 3992

APUA

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Sydney NSW 2001
Tel (02) 8121 0835
Fax (07) 3031 2625