

# Employment Practices Liability

## Proposal Form

### Completing the Proposal Form

- Please read the “Statutory Notice” before completing this Proposal Form.
- If you have insufficient space to complete any of your answers, please attach a separate signed and dated sheet and identify the question number concerned.
- Where used in this Proposal Form, the term Applicant means Company as defined in the policy.

### 1. Details of Applicant

a) Name of Applicant:			
b) Applicant's Address:			
c) How long has the Applicant continuously carried on business?			
d) Nature of business:			
e) Is the Applicant a:	<input type="checkbox"/> Private Company <input type="checkbox"/> Public Company <input type="checkbox"/> Other - specify:		
f) Total number of employees:			

	Currently	One (1) Year Ago	Two (2) Years Ago
Full time - Executive Officers			
Full time - Employees			
Independent Contractors			

### 2. Employment Practices Information

Does the Applicant:

a) Use outside legal counsel for employment advice?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Have a full time human resources manager or department?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If No, how is this function handled?	
c) Conducted any retrenchments, staff reductions or facility closing during the last six (6) years?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, please provide details:	
d) Anticipate any retrenchments or staff reductions?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, how many?	
e) Have a formal employment contract with any employee?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, how many?	

f) Distribute an employee handbook to all employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If No, please explain why:

g) Have a manual of its human resource procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, what date was it last revised?

h) Provide formal training for its supervisors in administering these procedures?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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i) Have a written policy against discrimination, including sexual harassment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, how is it communicated to employees?

j) Have a grievance procedure for dealing with discrimination claims?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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k) Use any tests (e.g. psychological, drug, polygraph etc.) for screening applicants or for continued employment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

l) Have a written progressive disciplinary program?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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m) Provide outplacement for terminated employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

n) Have an established termination procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

o) Have an established severance policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

p) Obtain advice from a human resource manager prior to terminating an employee? If No, who has the authority to:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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i. Hire employees?

ii. Fire employees?

### 3. Loss History

a) Please provide a listing of all employment legal actions as well as administrative proceedings commenced against the Applicant during the past three (3) years. Describe the type of allegation, the court or government agency involved and any determination, judgment, defence cost or settlement for each.

b) Is the Applicant presently subject to any judicial or administrative order, decree, judgment or conciliation agreement relating to employment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If Yes, please provide details:

#### 4. Prior Insurance

a) Does the Applicant currently have an Employment Practices Liability insurance policy or similar insurance?  Yes  No

If Yes, please provide details:

Insurer	Limit	Deductible	Policy Period
	\$	\$	

b) Has the Applicant or any person proposed for coverage given written notice under the provisions of any prior or current Directors and Officers Liability insurance policy of specific facts or circumstances which might give rise to a claim being made against any Insured?  Yes  No

If Yes, please provide details:

#### 5. Continuity with Prior Coverage

Complete this section only if the Applicant currently has coverage and requires continuity of coverage.

a) Continuity date requested:

b) Please provide a copy of the prior proposal with which continuity of coverage is to be maintained.

**Note: The Company will be relying upon the declarations and statements contained in such prior proposal and those declarations and statements shall be considered to be incorporated in and form a part of the policy of the Company.**

#### 6. Prior Knowledge/Warranty

This section applies if the Applicant has requested continuity of coverage and the request has not been accepted or granted, or if there is no prior coverage. This question need not be answered if this proposal forms part of a renewal of a current Chubb Insurance Australia Limited Employment Practices Liability insurance policy.

Is any person proposed for coverage aware of any facts or circumstances: (a) which he or she has reason to suppose might provide valid grounds for any future claim(s) such as would fall within the scope of the proposed coverage; or (b) which indicate the probability of any such claim(s)?  Yes  No

If Yes, please provide details:

#### 7. False Information

Any person who, knowingly and with intent to defraud any insurance company or other person, files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material to the insurance, commits a fraudulent insurance act, which is a crime.

#### 8. Requested Limit

\$

#### 9. Stamp Duty

Please state the total number of employees located in the following states and overseas:

NSW	VIC	QLD	SA	WA	ACT	NT	TAS	O/S

## 10. GST

a) What is the Applicant's Australian Business Number?

b) Does the Applicant intend to claim an Input Tax Credit for the premium of the proposed policy if provided?

Yes  No

If Yes, to what extent is an Input Tax Credit being claimed by any and which Applicants? (e.g. answer - full claim or %)?

**Note: It is Chubb's intention to apply GST in accordance with the Input Tax Credit claimed by the Applicant.**

## 11. Additional Information

Please provide with this Proposal Form:

- Latest Audited Annual Report.
- Most recent employee handbook.
- Functional organisation chart depicting human resource department position.

## 12. Declaration and Signature

The undersigned authorised officers of the Applicant declare that to the best of their knowledge and belief the statements made in this proposal and all attachments and schedules to this proposal are true and notice will be given as soon as reasonably practicable should any of the above information change between the date of this proposal and the proposed date of inception of the insurance. Although the signing of the proposal does not bind the undersigned, on behalf of the Applicant, to effect insurance, the undersigned agree that this proposal and all attachments and schedules to this proposal and the said statements in this proposal shall be the basis of and will be incorporated in the policy should one be issued.

The undersigned, on behalf of the Applicant, acknowledge that the Statutory Notice contained in this proposal has been read and understood.

This proposal must be signed by the Applicant's Chairman of the Board, Managing Director or Chief Executive Director.

Signed

Title

Date

## Statutory Notice

For the purposes of this statutory notice, Chubb Insurance Australia Limited ABN: 23 001 642 020 AFSL: 239687 means "we", "us" and "our".

### Duty of Disclosure

#### *Your 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.

#### *What you do not need to tell us*

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.

### Where your policy is claims made and notified the following will apply

If your policy, or a part of your package policy, provides cover on a claims made or claims made and notified basis, the following two sections will apply, but not otherwise.

### *Claims Made And Claims Made And Notified Coverages*

These coverages apply only to claims that are either first made against you during the period of insurance or both first made against you and notified to us in writing before the expiration of the period of the insurance cover provided by your policy. If your Policy does not have a continuity of cover provision or provide retrospective cover then your Policy may not provide insurance cover in relation to events that occurred before the contract was entered into.

### *Notification Of Facts That Might Give Rise To A Claim*

Section 40(3) of the Insurance Contracts Act 1984 (Cth) (“ICA”) only applies to the claims made and the claims made and notified coverages available under your policy.

Pursuant to Section 40(3) of the ICA, and only pursuant to that section, if you give notice in writing to us of facts that might give rise to a claim against you as soon as reasonably practicable after you become aware of such facts but before the insurance cover provided by your policy expires, then we are not relieved of liability under your policy 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 your policy.

### **Other Important Information**

#### *Subrogation*

You may prejudice your rights with regard to a claim if, without prior agreement from us (such agreement not to be unreasonably withheld or delayed), you make agreement with a third party that will prevent us from recovering the loss from that, or another party.

Your policy contains provisions that either exclude us from liability, or reduce our liability, if you have entered into any agreements that exclude your rights to recover damages from another party in relation to any loss, damage or destruction which would allow you to sustain a claim under your policy.

#### *Utmost Good Faith*

Every insurance contract is subject to the doctrine of utmost good faith which requires that all parties to the contract, including third parties, should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by us. Our failure to do so could result in a civil penalty.

#### *Not a Renewable Contract*

Cover under your policy will terminate at expiry of the period of insurance specified in your policy document. If you wish to effect similar insurance for a subsequent period, it will be necessary for you to complete a new proposal form prior to the termination of your current policy so that terms of insurance and quotation/s can be agreed.

#### *Change of Risk or Circumstances*

It is vital that you advise us as soon as reasonably practicable of any departure from your “normal” form of business (i.e. that which has already been conveyed to us).

For example, acquisitions, changes in location or new overseas activities. Please refer to the territory clause of your policy and the sanctions limitations contained within your policy. You can contact us using the below details under ‘Contact Us’.

### **General Insurance Code of Practice**

We are a signatory to the General Insurance Code of Practice (Code). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and your rights under it is available at [codeofpractice.com.au](http://codeofpractice.com.au) and on request. As a signatory to the Code, we are bound to comply with its terms. As part of our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10).

### **Privacy Statement**

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In this Statement “We”, “Our” and “Us” means Chubb Insurance Australia Limited (**Chubb**).

“You” and “Your” refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

## **Why We collect Your Personal Information**

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

## **How We obtain Your Personal Information**

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

## **When do We disclose Your Personal Information?**

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

## **Your decision to provide Your Personal Information**

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

## **Access to and correction of Your Personal Information**

Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)

Fax: +61 2 9335 3467

Address: GPO Box 4907 Sydney NSW 2001

## **How to Make a Complaint**

If You have a complaint or would like more information about how We manage Your Personal Information, please review Our [Privacy Policy](#) for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907 Sydney NSW 2001

+61 2 9335 3200

[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

## About Chubb in Australia

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Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, we assess, assume and manage risk with insight and discipline. We service and pay our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 33,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure as well as individuals purchasing travel and personal accident insurance. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

## Contact Us

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**Chubb. Insured.<sup>SM</sup>**