

Employment Disputes Supplementary Proposal

Duty of Disclosure

This proposal form is to be completed by the Applicant or an Authorised Officer of the Applicant.

The information provided to Southern Pacific Underwriting Agency Limited (SPUA) in this proposal form will be the basis of any contract of insurance entered into.

You must disclose to SPUA all information which is material to it in deciding whether to issue insurance cover to you, and if so, on what terms and/or premium. This includes but is not limited to any circumstances or conduct which might lead to a claim being made against you. This may also include information which is additional to the questions that we have asked. The duty to disclose material information occurs prior to the commencement of cover, prior to each renewal or whenever the policy is varied. This means that prior to renewal or any policy variations, as well as advising of new information you also need to advise us of any alterations to the facts previously notified. Failing to disclose material information may result in your policy being avoided. This means that your policy would be deemed to have never existed and no claims would be payable.

If there is insufficient space to provide full information in this proposal, please attach additional sheets.

WHEN IN DOUBT DISCLOSE.

Important Notice

This is a proposal form for a Claims Made policy.

The policy will only respond to claims and/or circumstances which are first made known to the Insured and notified to SPUA during the policy period. The policy will not provide cover for:

- ◆ Events that occurred prior to the retroactive date of the policy (if specified).
- ◆ Claims made after the expiry of the policy period (or extended reporting period if available) even though the act giving rise to the claim may have occurred during the policy period.
- ◆ Claims notified or arising out of facts or circumstances notified under any previous policy or noted on the current proposal form or any previous proposal form.
- ◆ Claims made, threatened or intimated prior to the commencement of the policy period.
- ◆ Claims arising from circumstances known to the Insured at the commencement of the policy period as having the potential to give rise to a claim.

It is a condition precedent to indemnity under this Policy that before the Insured commences any dismissal, disciplining, or manner of dealing with any Employee, the Insured shall obtain and act in accordance with SPUA's advice or the advice of an employment law practitioner whose engagement to act in that matter has been approved by SPUA.

Applicant Details

Name of Applicant including trading names, names of subsidiaries and any other parties to be insured

Address		
Website Address		
Email Address		
Phone Number	Contact Person	
Broker / Agent		

Business Details

State fully the nature of your business/profession including details of any advice given and/or services provided (please include current and past activities):

When was the Business established?			
Has the name of the Business ever changed?	Yes		No
If yes, please advise			
Has any other business amalgamated or merged with you?	Yes		No
If yes, please advise			
Have you purchased another business?	Yes		No
If yes, please advise			

Staff Details

Please provide number of employees as follows:

	Last Financial Year	Current Financial Year (estimated)	Next Financial Year (estimated)
Full Time			
Part Time			
Temporary			
Fixed Term Contract			
Casual			
Total			

	Number	% of total
Employees earning less than \$30,000		
Employees earning between \$30,000 - \$100,000		
Employees earning greater than \$100,000		
Employees covered by written collective employment contracts		
Employees covered by written individual employment contracts		
Employees not covered by a written employment contract		

Personnel Management Details

Name of Person reasonable for all personnel matters & Title

Is that person trained in employment practice procedures?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Does that person review all employment terminations prior to termination?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Do you have a set procedure for hiring interviews?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Does that person conduct exit interviews?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Do you have a written policy on discrimination, duress and sexual harassment?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is a copy of that policy given to each employee?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is there a complaints handling procedure in place to address workplace grievances?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Do you post all notices required by law in places conspicuous to all employees, including potential employees?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Have you informed all supervisory personnel in writing of their responsibility to report workplace grievances?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Have such personnel been trained to receive those grievances?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Has all offensive, explicit or pornographic calendars, literature, posters or other such material been removed from the workplace?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is there a policy prohibiting inappropriate use of computer technology such as e-mail, screen savers etc?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Do you have a redundancy policy?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

If Yes, please attach details of employees' entitlements

Have there been any workplace incidents of the following type in the past five years that has resulted in a claim being made against the employer?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
a) Unlawful discrimination, wrongful demotion, unlawful duress or failure or refusal to promote or offer an employment benefit to an employee who is eligible to receive the same?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
b) Actual or constructive termination of an employment relationship in breach of the law?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
c) Misrepresentation or defamation of an employee?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
d) Infliction of emotional distress upon an employee?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
e) Failure or refusal to hire a potential employee?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
f) Invasion or breach of an employee's right of privacy?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
g) Victimisation of an employee?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
h) Harassment (sexual or otherwise)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
i) Disadvantage personal grievance?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

If you answered Yes to any of the above questions, please attach details on separate sheet and advise whether such claims were made under the Employment Contracts Act, the Human Rights Act, the Wages Protection Act, or otherwise.

Are there any workplace incidents of the type described in the above question that may result in a claim being made against the Employer?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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If Yes, please attach details on a separate sheet. It is agreed that such claims will not be covered by the proposed insurance

Have any form of restructuring or redundancy processes occurred in the last 12 months?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Are there any form of restructuring or redundancy processes planned in the next 12 months?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

If Yes, please advise details

Claims History

Have you or any other person who is to be covered under this insurance ever had any insurance **declined or cancelled, refused, special conditions imposed, excess imposed or claim rejected?** Yes No

If yes, please provide details -

Has any claim been made against the Applicant or any principal or director (including principal or director of any previous business) consultant or employee in respect of the risks to which this proposal relates? Yes No

Has the Applicant or any principal, partner, director, consultant or employee incurred any other loss or expense which might be within the terms of this insurance Yes No

If yes, to either of the statements above, please provide details:

Date of Claim / Loss	Brief details of Claim / Loss	Cost (if any paid or loss insured)	Estimated Outstanding Loss

What action has been taken to prevent a recurrence of the situation which gave rise to each claim or loss?

Are you or any other person who is to be covered under this insurance, after enquiry, aware of any claims or circumstances which might result in claims against you or any other person who is to be covered under this insurance? This includes any principal, director, partner, consultant and employees Yes No

If yes, please provide details -

Declaration

On behalf of all proposed insured's, I/ We declare and agree that:

- a) All information provided, in this proposal or attachments, is true and complete in every respect and that no Material Facts remain undisclosed;
- b) If this risk is accepted, such information will be incorporated into and form the basis of the contract of insurance;
- c) I/We understand that SPUA requires this information in order to evaluate this proposal and that the Privacy Act 1993 entitles me/us to have access to, and request the correction of, any information retained;
- d) SPUA is authorised to disclose information to its advisers, reinsurers, other insurers and parties with a financial interest in the subject matter of this proposal;
- e) SPUA is authorised to check details against the Insurance Claims Register and to place information on the Insurance Claims Register which other insurers can access on behalf of Certain Underwriters at Lloyd's;
- f) SPUA is authorised to obtain from other parties any information which may be relevant to the acceptance of this risk;
- g) The signing of this proposal does not bind either party to complete the contract and that no cover will be in force until confirmed by SPUA.

Full name of applicant _____

Signature _____ Date / /