

Recruitment Consultancy Industry Proposal Form

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 the 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 its business, ought to know;
- as to which compliance with your duty is waived by the insurer.

It is important that all information contained in this proposal is understood by you and is correct, as you will be bound by your answers and by the information provided by you in this proposal. You should obtain advice before you sign this proposal if you do not properly understand any part of it.

Your duty of disclosure continues after the proposal has been completed up until the contract of insurance is entered into.

Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith which requires that parties to the contract 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 the Insurer.

Claims Made & Notified Policy

This proposal is for a 'claims made' Policy. This means that the Policy covers you for claims made against you during the period of insurance specified in your Policy Schedule and notified to us during that period of insurance.

This means that the Policy does not provide cover in relation to:

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the Policy 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 rising from or attributable to any facts, circumstances or occurrences noted on the proposal for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims rising 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.

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer 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 insurer,

- 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.

Privacy Statement

Aurora Underwriting Agency Pty Ltd is committed to protecting your privacy. We only use the personal information you provide to us to quote on and insure your risks. We only provide personal information to the underwriters and reinsurers (and their representatives) and those we appoint to assist us with claims under your policy. We will not trade, rent or sell your information.

If you don't provide us with complete information, we cannot properly quote for your insurance and we cannot insure you. You can check the personal information we hold about you at any time.

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or re-insurers are based overseas and we need to provide your personal information to them to arrange your cover.

If you provide us with personal information about anyone else, we rely on you to have told them that you will provide their information to us, to whom we may provide it, the purposes for which we will use it and that they can access it. If the information is sensitive, we rely on you to have obtained their consent on these matters.

A copy of our Privacy Policy may be obtained from our website www.aurorauw.com.au

Average Provision

One of the insuring provisions of the Professional Indemnity Contract of Insurance provides that where the amount required to dispose of a claim exceeds the limit of the sum insured in the contract the insurer shall be liable only for a part of the total costs and expenses which shall be the same proportion of the total expenses as the contract limit bears to the total amount required to dispose of the claim.

Waiver, Surrender of Rights, Contribution or Indemnity

Insurer(s) will not compensate you for any loss or damage that is covered by this Policy where;

- another person or party would be liable to compensate you, or hold you harmless, for part of or all of that loss or damage; and
- you have agreed with that person or party, either before or after the inception of this Policy, that you will not seek recovery from them.

Role of Aurora Underwriting Agency Pty Ltd

Aurora Underwriting Agency Pty Ltd ACN 12 106 909 737 (AFSL 246500) act as an Agency for the Insurer(s) shown on the Schedule. This Insurance contract is written under a 'Binding Authority Agreement' which gives Aurora authority to bind insurance contracts and/or settle claims on behalf of such Insurer(s). As a consequence Aurora is acting as Agent of such Insurer(s) and not as Your Agent.

Aurora is NOT the Insurer for this contract and is NOT liable for any loss or claim. The Insurer(s) are clearly shown on the Schedule.

**PLEASE ANSWER QUESTIONS FULLY, USE BLOCK LETTERS AND TICK APPROPRIATE BOXES.
IF INSUFFICIENT SPACE, PLEASE ATTACH SUPPLEMENTARY PAGES ON YOUR LETTERHEAD
WHERE PROVIDED, TICK APPROPRIATE BOX TO INDICATE ANSWER**

WHEN RETURNING THE COMPLETED PROPOSAL FORM, PLEASE PROVIDE THE FOLLOWING:

- ✓ Any Offer Document / Listing Particulars published in the last 12 months.
- ✓ Any brochures setting out the Company's profile.
- ✓ Your Standard Terms of Business (for the supply of temporary / contract employees).
- ✓ Copies of any documented procedures in relation to the screening & interviewing process for employees & Temps.
- ✓ A copy of your Time Sheet given out to your temporary employees.

1. DETAILS OF THE INSURED	
1.1	Principal Organisation: (i.e. the legal entity)
1.2	Trading Name:
1.3	Tax Registered Business: Yes <input type="checkbox"/> No <input type="checkbox"/> ABN: Input Tax Credit % %
1.4	Situation Address:
1.5	Postal Address:
1.6	Business Activity: (If subsidiary companies differ to Parent Company, please state and also reference to which company(s) applicable) Principally that of a recruitment personnel agency providing employees, staff, contractors, sub-contractors and/or consultants which may be permanent, temporary, casual, contracted and/or sub-contracted and/or on-hired and all ancillary activities including but not limited to; business consulting services, professional advice, pay-roll management, psychological testing, induction training, group training sessions, property owners and/or occupiers. Insured's business includes the business of any person or company (or firm) to whom the services of employees, staff, contractors, sub-contractors and/or consultants may be provided to.
1.7	Business Phone No.: Fax No.:
1.8	Email:
1.9	Website:
1.10	Date of Company Incorporation: / /
1.11	Period of Insurance: From / / at 4pm To / / at 4pm

4. PRINCIPALS' & DIRECTORS' OWNERSHIP

4.1. Please complete the following table about Shareholder interest: (use separate sheet if necessary)

Name of Shareholder	% of Shares Owned
	%
	%
	%
	%
	%

4.2. Please complete the following table about the Directors of the proposed Insured: (use separate sheet if necessary)

Name	Date Appointed	Qualifications	Role	Age
	/ /			
	/ /			
	/ /			
	/ /			
	/ /			

Tick box if there are attachments

5. PREVIOUS BUSINESS – (Optional Extension)

5.1 Is cover for a Director's previous business required? Yes No

If Yes, please provide name(s) of the company(s) and a full description of business activities:

Tick box if there are attachments

6. PROPOSER'S OPERATIONS			
6.1. Please indicate the total number of Principals and operation staff employed within the business:			
	Staff	Currently	Projected (next 12 months)
	Principals		
	Qualified Consultants & Managers		
	Staff, (other than Office Administration support)		
	Office & Administration support staff		
	Juniors		
	Other		
	Internal Temporary Staff		
	TOTAL:		
6.2. Please indicate the operation wages/salaries for the Principals and operational staff within the business:			
	Last 12 months	Projected (next 12 months)	
	\$	\$	
6.3. Please indicate the (FEES) for PERMANENT placements:			
	Occupation	Last 12 Months	Projected (next 12 months)
	Clerical / Secretarial & Office Support	\$	\$
	Call Centre Operators	\$	\$
	Production / Manufacturing Operatives	\$	\$
	Accountants	\$	\$
	Architects	\$	\$
	Engineers	\$	\$
	Lawyers	\$	\$
	Nurses	\$	\$
	Hospitality	\$	\$
	IT & T	\$	\$

	Logistics		\$	\$
	Mining		\$	\$
	Other <i>(please specify)</i>		\$	\$
6.4.	Please indicate the gross wages for TEMPORARIES – (PAYG Employees):			
	Occupation		Last 12 Months	Projected (next 12 months)
	Clerical / Secretarial & Office Support		\$	\$
	Call Centre Operators		\$	\$
	Production / Manufacturing Operatives		\$	\$
	Construction and/or Trades		\$	\$
	Engineers	Welding	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		Factory	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
		White Collar	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$
	Accountants		\$	\$
	Architects		\$	\$
	Lawyers		\$	\$
	Nurses		\$	\$
	Hospitality		\$	\$
	IT & T		\$	\$
	Logistics		\$	\$
	Mining (Miners)		\$	\$
	Other (please specify)		\$	\$
	TOTAL:		\$	\$
6.5.	Please indicate the gross wages for ABN / PTY LTD CONTRACTORS / SUB-CONTRACTORS			
	Occupation		Last 12 Months	Projected (next 12 months)
	Clerical / Secretarial & Office Support		\$	\$

Call Centre Operators			\$	\$
Production / Manufacturing Operatives			\$	\$
Construction and/or Trades			\$	\$
Drivers – Truck, Forklifts & other vehicles etc. (please refer to Optional Extension 11).			\$	\$
Engineers	Welding	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$	\$
	Factory	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$	\$
	White Collar	Yes <input type="checkbox"/> No <input type="checkbox"/>	\$	\$
Accountants			\$	\$
Architects			\$	\$
Lawyers			\$	\$
Nurses			\$	\$
Hospitality			\$	\$
IT & T			\$	\$
Logistics			\$	\$
Mining (Miners)			\$	\$
Other (please specify)			\$	\$
TOTAL:			\$	\$
6.6.	Does your Business have any other income source(s), ie. Provide training?			Yes <input type="checkbox"/> No <input type="checkbox"/>
Last 12 months		Projected (next 12 months)		
\$		\$		
If Yes, please provide full details of activities:				
Tick box if there are attachments <input type="checkbox"/>				

8. CONTRACTUAL LIABILITY	
8.1	<p>Have you the Proposer assumed any obligations under any contracts or agreements including Hold Harmless or indemnification provision regardless of fault or waived rights of recovery against another party other than the Principal, or under any other activity of the Proposer?</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>
	If Yes, please attach copies including any disclaimers.
	Tick box if there are attachments <input type="checkbox"/>

9. AMOUNT OF COVER																			
9.1	Please complete the following table:																		
	<table border="1"> <thead> <tr> <th>Section</th> <th>Level of Indemnity</th> <th>Please <input checked="" type="checkbox"/></th> </tr> </thead> <tbody> <tr> <td>1(a) Public & Products Liability</td> <td>\$5,000,000 each occurrence</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>1(b) Public & Products Liability</td> <td>\$10,000,000 each occurrence</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td rowspan="4">2. Professional Indemnity</td> <td>\$1,000,000 any one claim/\$2,000,000 in the aggregate</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>\$2,000,000 any one claim/\$4,000,000 in the aggregate</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>\$5,000,000 any one claim/\$10,000,000 in the aggregate</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>\$10,000,000 any one claim/\$20,000,000 in the aggregate</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>	Section	Level of Indemnity	Please <input checked="" type="checkbox"/>	1(a) Public & Products Liability	\$5,000,000 each occurrence	<input type="checkbox"/>	1(b) Public & Products Liability	\$10,000,000 each occurrence	<input type="checkbox"/>	2. Professional Indemnity	\$1,000,000 any one claim/\$2,000,000 in the aggregate	<input type="checkbox"/>	\$2,000,000 any one claim/\$4,000,000 in the aggregate	<input type="checkbox"/>	\$5,000,000 any one claim/\$10,000,000 in the aggregate	<input type="checkbox"/>	\$10,000,000 any one claim/\$20,000,000 in the aggregate	<input type="checkbox"/>
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10. PRIOR INSURANCE	
10.1.	<p>Are you currently insured under a Public Liability Policy or have you ever had this type of insurance before?</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>
	If Yes, please provide the following information:
	Insurer
	Expiry Date
	Limit of Liability
10.2.	<p>Are you currently insured under a Professional Indemnity Policy or have you had this type of insurance before?</p> <p style="text-align: right;">Yes <input type="checkbox"/> No <input type="checkbox"/></p>
	If Yes, please provide the following information:

Insurer	
Expiry Date	/ /
Limit of Liability	

Please provide a copy of your documented procedures relevant to the screening and interviewing process

11. ACQUISITIONS AND/OR MERGERS

11.1 During the past 5 years has:

(i) Any acquisition or merger taken place involving the Company or any Subsidiary? Yes No

If Yes, please provide details including date and description:

(ii) The capital structure of the Company or Parent Company changed? Yes No

If Yes, please provide details including date and description:

11.2 Is the Company aware of any acquisition, tender or offer or merger pending or under consideration? Yes No

If Yes, please provide details including date and description:

Tick box if there are attachments

12. STAMP DUTY

12.1 Please provide a breakdown in the number of employees by location, as follows:

	NSW	VIC	QLD	SA	NT	WA	ACT	TAS	Overseas	TOTAL

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

14. DECLARATION AND SIGNATURE						
	This declaration must be completed and signed by or on behalf of all parties applying for insurance.					
	I/We,					
14.1	declare that:					
	(i) the answers and information given by me/us in this Proposal are true and correct in all respects;					
	(ii) no information has been withheld that would affect Aurora's decision to accept this Proposal;					
	(iii) where answers in this Proposal are not my/our own handwriting, they have been checked by me/us and I/we agree they are correct;					
	(iv) I/we have read and understood the clauses detailed under the Important Notices section at the front of this Proposal;					
	(v) if there was insufficient space to fully answer any questions, we have attached _____ supplementary pages providing the additional information required.					
14.2	authorise Aurora 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.					
14.3	understand that, if this Proposal is accepted, my/our insurance cover will be subject to the terms and conditions set out in the Aurora Policy.					
14.4	acknowledge that Aurora, its agents and/or employees reserve the right to decline this proposal.					
	This section of the proposal must be signed by the EXECUTIVE DIRECTOR, CHAIRMAN OR PRESIDENT.					
	<table border="0" style="width: 100%;"> <tr> <td style="width: 70%;">Signed, Chairman/President:</td> <td style="width: 10%;"></td> <td style="width: 10%;">Date</td> <td style="width: 5%; text-align: center;">/</td> <td style="width: 5%; text-align: center;">/</td> </tr> </table>	Signed, Chairman/President:		Date	/	/
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