



# Employment Practices Liability

## Proposal

### Completing the Proposal form

1. This application must be completed in full including all required attachments.
2. If more space is needed to answer a question, please attach a separate sheet with details.
3. The terms Proposer, whenever used in this Proposal form shall mean the policyholder listed and all subsidiary companies of the policyholder for which coverage is proposed under this proposal.
4. The terms policyholder and subsidiaries have the same meaning in this Proposal form as in the policy.

### Statutory Notice – Section 40 Insurance Contracts Act 1984 (Cth)

This notice is provided in connection with but does not form part of the policy.

This policy is a 'Claims Made' liability insurance policy. It only provides cover if:

- A claim is made against an insured entity, by some other person, during the period when the policy is in force; and
- The claim arises out of circumstances committed, attempted or alleged to have been committed or attempted after the inception date stipulated in the schedule.

Section 40(3) of the Insurance Contracts Act 1984 (Cth) applies to this type of policy. That sub-section provides that if an insured entity becomes aware, during the period when the policy is in force, of any occurrence or fact which might give rise to a loss against them by some other person, then provided that the policyholder notifies Zurich of the matter before this policy expires, Zurich may not refuse to indemnify merely because a loss resulting from the matter is not made against the insured entities while the policy is in force.

If the policyholder, inadvertently or otherwise, does not notify the relevant occurrence or facts to Zurich before the expiry of the policy, the insured entities will not have the benefit of section 40(3) and Zurich may refuse to pay any subsequent loss, notwithstanding that the events giving rise to it or the circumstances alleged in it may have taken place during the policy period.

### 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.

### Privacy

Zurich is bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about you ('your details') to assess applications, administer policies, contact you, enhance our products and services and manage claims ('Purposes'). If you do not provide your information, we may not be able to do those things. By providing us, our representatives or your intermediary with information, you consent to us using, disclosing to third parties and collecting from third parties your details for the Purposes.

We may disclose your details, including your sensitive information, to relevant third parties including your intermediary, affiliates of Zurich Insurance Group Ltd, other insurers and reinsurers, our banking gateway providers and credit card transactions processors, our service providers, our business partners, health practitioners, your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Corporations Act 2001, Autonomous Sanctions Act 2011, A New Tax System (Goods and Services Tax) Act 1999 and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at [www.zurich.com.au](http://www.zurich.com.au) or by telephoning us on 132 687, provides further information and lists service providers, business partners and countries in which recipients of your details are likely to be located. It also sets out how we handle complaints and how you can access or correct your details or make a complaint.

## 1 Applicant

- Name of Proposer
- Are there any subsidiaries, entities or organisations in the United States of America for which coverage is desired? Yes  No   
If 'Yes', please complete and attach the Employment Practices Liability US Operations Questionnaire.

## 2 Coverage

- Desired sub-limit: Limit of Liability \$ \_\_\_\_\_ Deductible \$ \_\_\_\_\_
- Prior Employment Practices Liability Insurance (EPLI) coverage for the past three (3) years.

Period	Insurer	Premium	Limit
- Have you ever been cancelled or not renewed for this coverage? Yes  No
- Is EPLI coverage currently provided under your Director's and Officer's Liability coverage? Yes  No
- Please provide details of insurance coverage below.

Current Non-Employment Practices Insurance	Directors and Officers Insurance
Insurer	
Limit of Liability	
Premium	
Expiration date	

## 3 Employees

- Please provide current number of employees working for the Proposer and its subsidiary companies by country (including members of the board of directors and executive board). For additional counties, please attach a separate sheet.

Country	Full time	Part time	Temporary
<b>Total</b>			

- What percentage (%) of your workforce is unionised? \_\_\_\_\_ %
- For each of the past five years, what has been your annual percentage (%) of turnover rate of employees? (Turnover rate should be calculated as follows: Number of separations during the month divided by average number of employees on payroll during the month x 12).

Year	Annual % rate of employee turnover
	%
	%
	%
	%

**3 Employees (continued)**

4. How many involuntary terminations, not including layoffs or downsizing (see special Application Supplement), have occurred within the previous 12 months? Please provide a breakdown of terminations into the following categories:

Type of termination	Number of employees terminated
Voluntary or mutual termination with severance (*)	
Voluntary or mutual termination without severance	
Involuntary termination with corrective action	
Involuntary termination with learning period (failure to meet standards)	

(\*) Are releases always utilised when mutual terminations with severance occurs? Yes  No

5. Percentage (%) of all employees with salaries (including bonuses):

Less than \$40,000	\$40,001 – \$100,000	\$100,001 – \$250,000	Greater than \$250,000
%	%	%	%

**4 Employment practices procedures**

1. Does the Proposer have a Human Resource / Personnel Department? Yes  No   
 If 'No', who performs the human resources functions?  
 (Please provide details on what personnel are involved in performing human resources functions).

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2. Please describe the reporting relationship of the Human Resources or Personnel Department, or person(s) performing this function, to Senior Management.

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3. Does the Proposer use an employment application for all applicants? Yes  No   
 If 'No', which employees are not required to use one and how is the hiring process conducted?

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4. Is the application uniform at all company locations and subsidiaries? Yes  No   
 If 'No', what locations and subsidiaries deviate and what are the main differences?

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5. Does the Proposer have a formal orientation program for all new employees? Yes  No   
 If 'Yes', is an orientation checklist maintained for each? Yes  No

6. Does the Proposer provide regular, written performance evaluations for all employees? Yes  No

**4 Employment practices procedures (continued)**

7. Does the Proposer conduct drug / medical / skills testing for all employees? Yes  No

If 'Yes', please complete the following section. If 'No', then skip to Question 8.

(a) Indicate which types of tests are administered:

- Drug / Alcohol screening     Physical Exams     Psychological Exams     Skills (clerical, trade, etc.)  
 Other, please specify: \_\_\_\_\_

(b) When are the tests conducted?     Pre-job offer     Post-job offer     Promotion

(c) Are all employees required to undergo these exams?    Yes  No     If 'No', please state which employees are not tested. \_\_\_\_\_

8. Does the Proposer publish an Employment Handbook? Yes  No

If 'Yes',

(a) Is it distributed to all employees? Yes  No

(b) Is its receipt documented by all employees? Yes  No

(c) Is it uniform for all company locations and subsidiaries? Yes  No

If 'No', to (c), what locations and subsidiaries deviate and what are the main differences? \_\_\_\_\_

9. Please indicate which of the following policies you currently have in place and whether they are in the Employee Handbook.

Policy	In place	In the Employee Handbook
Legally prohibited discrimination	<input type="radio"/>	<input type="radio"/>
Anti-sexual harassment policy	<input type="radio"/>	<input type="radio"/>
Procedure and handling of sexual harassment or discrimination	<input type="radio"/>	<input type="radio"/>
Progressive discipline and termination	<input type="radio"/>	<input type="radio"/>
Confidential treatment of medical examinations	<input type="radio"/>	<input type="radio"/>
Pregnancy leave policy	<input type="radio"/>	<input type="radio"/>
Grievance procedures	<input type="radio"/>	<input type="radio"/>
Accommodation for persons with disabilities	<input type="radio"/>	<input type="radio"/>
AIDS / HIV, life threatening illness	<input type="radio"/>	<input type="radio"/>

10. Do the Proposer conduct sensitivity training or other discrimination or sexual harassment prevention education? Yes  No

If 'Yes',

(a) Who is required to attend and when was it last held? \_\_\_\_\_

(b) Is Senior Management required to attend? Yes  No

11. Do all employees have:

(a) Access to email? Yes  No

If 'Yes', does the Proposer have a policy on its use by employees? Yes  No

(b) Access to Voicemail? Yes  No

If 'Yes', does the Proposer have a policy on its use by employees? Yes  No

12. Does the Proposer have a written policy on the retention of the following types of electronic data:

(a) Computer data? Yes  No

(b) Email? Yes  No

(c) Voicemail? Yes  No

**4 Employment practices procedures (continued)**

13. Does the Proposer require terminations to be reviewed by the following:
- (a) Human Resources Department? Yes  No
  - (b) Legal Department? Yes  No
  - (c) Outside Counsel? Yes  No
14. Does the Proposer have a formal out-placement program which assists terminated or laid off employees in finding other jobs? Yes  No
15. Does the Proposer (or outside counsel or consultants) monitor the adverse impact on employees of the Proposers personal practices? Yes  No
16. For employment and labour related claims, does the Proposer require:
- (a) Mandatory Arbitration? Yes  No
  - (b) Alternative Dispute Resolution? Yes  No

**5 Loss history**

1. Please complete the Claim Information Form for any claim(s) in which the total defence costs and judgments, settlements, or other costs exceeded, or is reasonably expected to exceed \$10,000.  
If there are no claims, state 'none'.  
.....
2. Are you aware of any fact(s), incident(s), event(s), or circumstance(s) that may result in any claim(s) being made against you?  
If 'Yes', please provide details.  
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.....  
.....  
.....
- It is agreed that if such fact, incident, act, event, or circumstances exists, whether or not disclosed, any claim arising therefrom is excluded from this proposed coverage.

**6 Claims handling**

1. With respect to the investigation of claims, complaints, incidents, etc. does the Proposer have a written procedure for obtaining information. Yes  No   
If 'Yes', please attach a copy.
2. How will employment claims be investigated and managed in view of local employment laws and who are the parties involved in the claims handling?  
.....  
.....  
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**7 Important**

We hereby declare that the statements and particulars in this Proposal form are true and that we have not mis-stated or suppressed any material facts. We agree that this Proposal form with any other information supplied by us shall form the basis of any contract of insurance effected thereon. We undertake to inform the Insurer of any material alteration to these facts whether occurring before or after completion of the contract of insurance.

Chairperson or Managing Director's signature	Date
<b>X</b>	/ /
Executive Officer's signature	Date
<b>X</b>	/ /



# Application Supplement

## Downsizing / Layoff Information Form

Please fill out a Downsizing / Layoff Information Form for each time a downsizing and/or layoff has, is, or will occur individually. If there is more than one such event and you need more than one form, please photocopy the original and complete separately.

**1**

1. Date of downsizing / layoff  
.....

2. Number of employees that have been, are, or will be affected  
.....

3. How will the downsizing / layoff be implemented (eg. store / plant closing, departmental, seniority, random. etc.)?  
.....  
.....  
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4. Was, is, or will severance be available to all employees? Yes  No   
If 'Yes', please provide details indicating the terms of severance.  
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.....  
.....

5. Were, are, or will the employees be required to sign a release for the severance package? Yes  No

6. Are outplacement services provided? Yes  No

7. Are exit interviews conducted? Yes  No

8. Were any claims filed, or are any reasonable expected to be filed, as a result of this downsizing / layoff? Yes  No   
If 'Yes', please complete and attach the Claim Information Form.

**2 Important**

We hereby declare that the statements and particulars in this Application Supplement are true and that we have not mis-stated or suppressed any material facts. We agree that this Application Supplement with any other information supplied by us shall form the basis of any contract of insurance effected thereon. We undertake to inform the Insurer of any material alteration to these facts whether occurring before or after completion of the contract of insurance.

Chairperson or Managing Director's signature	Date
<b>X</b>	/ /

  

Executive Officer's signature	Date
<b>X</b>	/ /



# Application Supplement

## Claim Information Form

Please fill out a Claim Information Form for each claim individually. If there is more than one claim and you need more than one form, please photocopy the original and complete separately.

**1**

1. Date claim was made  
.....

2. Nature of claim  
.....  
.....  
.....

3. Type of claim:  EEO  Lawsuit  Other - please specify

4. Name of complainant(s)  
.....

5. Name of defendant(s)  
.....

6. Status of claim:  Pending  Closed

If 'Closed'

(a) What were the total damages paid?  €  \$  £  SFR Amount

(b) What were the total expenses paid?  €  \$  £  SFR Amount

(c) What was the date the claim was closed?  
.....

If 'Pending'

(a) What are the total costs to date?  €  \$  £  SFR Amount

(b) Is there a settlement demand? Yes  No

(c) If 'Yes', what is the amount?  €  \$  £  SFR Amount

7. Please give a detailed description of the allegations in the claim(s)  
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8. What steps have been taken to reduce the chances of a similar claim in the future?  
.....  
.....  
.....

### 2 Important

We hereby declare that the statements and particulars in this Application Supplement are true and that we have not mis-stated or suppressed any material facts. We agree that this Application Supplement with any other information supplied by us shall form the basis of any contract of insurance effected thereon. We undertake to inform the Insurer of any material alteration to these facts whether occurring before or after completion of the contract of insurance.

Chairperson or Managing Director's signature <b>X</b>	Date / /
Executive Officer's signature <b>X</b>	Date / /