

Employment Practices Liability US Operations



Questionnaire

Completing the Questionnaire 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 Questionnaire shall mean the policyholder listed and all subsidiary companies of the policyholder for which coverage is proposed under this Questionnaire.
4. The terms policyholder and subsidiaries have the same meaning in this Questionnaire 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 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 General information

1. Name(s) of Proposer or its subsidiary companies with employees in the United States of America and/or Canada.

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2. US state(s) of operation(s)

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3. Business relationship with the Proposer

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4. Nature of operation(s)

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2 Employees

1. Please provide current number of employees working for all Entities in the US, by state (including members of the board of directors and executive board). For additional states, please attach a separate sheet.

State	Full time	Part-time	Temporary
Total			

2. 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
	%
	%
	%
	%
	%

2 Employees (continued)

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

Type of termination	Number of US 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

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

Less than USD \$50,000	USD \$50,001 – USD \$100,000	USD \$100,001 – USD \$250,000	Greater than USD \$250,000
%	%	%	%

5. What percentage (%) of all US employees are over the age of 40? %

3 Employment practices

1. Do the US operations utilise the same Human Resource policies and procedures as the Proposer? Yes No
If 'No', please attach any policies or procedures that are unique to the US operations on a separate sheet.

2. Do the US entities have a Human Resources or Personnel Department? Yes No
If 'No', who performs the Human Resources function? Please provide details on what personnel are involved in Human Resources functions.

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3. Are the employment applications for the entities in the US the same as for the Proposer? Yes No
If 'No', please explain in how the application deviates and what the differences are?

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Please attach Employment Application(s) for the US entities.

4. Do the US entities have a formal orientation program for all new employees? Yes No
If 'Yes', is an orientation checklist maintained for each? Yes No

5. Do the US entities provide regular, written performance evaluations for all employees? Yes No

6. Do the US entities conduct drug / medical / skills testing for all employees? Yes No
If 'Yes', please complete the following section. If 'No', then skip to Question 7.

(a) Indicate which types of tests are administered:

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

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3 Employment practices (continued)

7. Is the Employment Handbook for the US entities, its distribution and receipt documentation the same as stated for the Proposed? Yes No
 If 'No', please explain.

Please attach the Employee Handbook / Manual for the US entity (including copies of Anti-sexual harassment policy, Americans and Disabilities Act (ADA) policy, Family medical leave Policy, Termination procedures and progressive disciplinary policies).

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

Policy	In place	In the Employee Handbook
Equal Employment Opportunity (EEO) Policy	<input type="radio"/>	<input type="radio"/>
Employment at will	<input type="radio"/>	<input type="radio"/>
Legally prohibited discrimination	<input type="radio"/>	<input type="radio"/>
Anti-sexual harassment policy	<input type="radio"/>	<input type="radio"/>
Procedure and handling complaints of sexual harassment or discrimination	<input type="radio"/>	<input type="radio"/>
Progressive discipline and termination	<input type="radio"/>	<input type="radio"/>
Family and Medical Leave Act (FMLA) Policy	<input type="radio"/>	<input type="radio"/>
Pregnancy leave policy	<input type="radio"/>	<input type="radio"/>
Grievance procedures	<input type="radio"/>	<input type="radio"/>
Americans and Disabilities (ADA) policy requiring reasonable accommodation	<input type="radio"/>	<input type="radio"/>
AIDS / HIV, life threatening illness	<input type="radio"/>	<input type="radio"/>

9. Do the US entities 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

10. Do all US employees have:
 (a) Access to email? Yes No
 If 'Yes', do the US entities have a policy on its use by employees? Yes No

- (b) Access to Voicemail? Yes No
 If 'Yes', do the US entities have a policy on its use by employees? Yes No

11. Do the US entities 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

12. Do the US entities require terminations to be reviewed by the following:
 (a) Human Resources Department? Yes No
 (b) Legal Department? Yes No
 (c) Outside Counsel? Yes No

13. Do the US entities have a formal out-placement program which assists terminated or laid off employees in finding other jobs? Yes No

14. Does the Proposer and/or the US entities (or outside counsel or consultants) monitor the adverse impact on employees of the entity's personal practices? Yes No

3 Employment practices (continued)

15. For employment and labour related claims, do the US entities require:

(a) Mandatory Arbitration?

Yes No

(b) Alternative Dispute Resolution?

Yes No

16. How does the US entities comply with AB1825 in California?

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17. To be completed only if the Proposer and/or the US entities is/are a Federal Contractor:

(a) Do the Proposer and/or the US Entities currently have an Affirmative Action Plan in place?
If 'No', please provide an explanation.

Yes No

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(b) Have the Proposer and/or the US entities ever been subject to, or is there, any investigation, inquiry or audit by the OFCCP (Office of Federal Contract Compliance Programs)?

Yes No

If 'Yes', please provide an explanation including full details of any resulting conciliation and/or settlement with the OFCCP, state which action has been taken to remedy violation, and attach copies of any settlement documents.

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4 Loss history / claims

1. Please complete and attach the Supplemental Claim Information Form for any claim(s) in the US in which the total defence costs and judgments, settlements, or other costs exceeded, or is reasonable expected to exceed \$10,000.

If there are no claims, state 'none'.

2. Please provide details about any open / closed EEOC charges within the last 5 years.

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3. How will employment claims in the US be investigated and managed in view of local employment laws, who are the parties involved in the claims handling, and how will US claims be monitored by the Proposer?

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5 Important

We hereby declare that the statements and particulars in this Questionnaire are true and that we have not mis-stated or suppressed any material facts. We agree that this Questionnaire 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

X

/ /

Executive Officer's signature

Date

X

/ /



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.)?

4. Was, is, or will severance be available to all employees? Yes No
If 'Yes', please provide details indicating the terms of severance.

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
X	/ /

Executive Officer's signature	Date
X	/ /



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

4. Name of complainant(s)
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5. Name of defendant(s)
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6. Status of claim: Pending Closed

If 'Closed'

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

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

(c) What was the date the claim was closed?
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If 'Pending'

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

(b) Is there a settlement demand? Yes No

(c) If 'Yes', what is the amount? € USD\$ £ 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?
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2 Important

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Chairperson or Managing Director's signature	Date
X	/ /

Executive Officer's signature	Date
X	/ /