



# RES

**INSURANCE FOR RECRUITMENT, EMPLOYMENT & STAFFING AGENCIES**

## **ProSurance™ RES Application Form**

This is an application for a package policy aimed at recruitment, employment and staffing agencies. The policy includes options for errors and omissions, commercial general liability, commercial property damage, business interruption and employee benefits liability. Cover includes vicarious liability, placed personnel dishonesty, breach of contract, standard and non standard contracts, intellectual property rights infringement and cyber & privacy liability. Limits are available up to \$10,000,000 and worldwide cover is provided as standard.



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### APPLICATION FORM

#### INTRODUCTION

The purpose of this application form is for us to find out who you are and to obtain information relevant to the cover provided by the ProSurance™ RES policy. Completion of this application form does not oblige either party to enter into a contract of insurance. Insurance is a contract of utmost good faith. This means the information you provide in this application form must be complete, accurate and not misleading. It also means you must tell us all facts and matters which may be relevant to our consideration of your application for insurance. Any failure by you in this regard may entitle us to treat this insurance as if it never existed. If a contract of insurance is agreed between you and us, this application form will form the basis of the contract.

Important: insuring clauses 1 & 2 of this policy provide cover on a claims made basis. Under these insuring clauses a claim must be first made against the insured and notified to us during the period of the policy to be covered. These insuring clauses do not cover any claim arising out of any actual or alleged wrongful act occurring before the retroactive date.

#### HOW TO COMPLETE THIS FORM

Whoever fills out this form must be a principal, partner or director of the applicant firm and should make all the necessary enquiries of their fellow partners, directors and employees to enable all questions to be answered. If you require extra room to complete answers to questions contained within this application form please continue your response in the additional information section at the back of the form. Once you have completed the form please return it directly to your insurance broker.

### SECTION I: COMPANY DETAILS

- 1.1 Please state the name and address of the principal company for whom this insurance is required. Cover is also provided for the subsidiaries of the principal company, but only if you include the data from all of these subsidiaries in your answers to all of the questions in this form:

Insured company:	
_____	
Contact name:	
_____	
Address:	
_____	
_____	
Postal code:	
_____	
Telephone:	Email address:
_____	_____
Fax:	Website:
_____	_____

- 1.2 Please state when your company was established:

DD / MM / YY

- 1.3 Please briefly describe below the nature of your business activities:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 1.4 a) How many directors / officers / partners are there in the company?

\_\_\_\_\_



1.6 Please provide details of any non-standard terms of business in the space provided below, paying special attention to the guidance provided in the important notes. Non-standard terms of business are assessed on a case by case basis and we may request copies of any non-standard terms of business, where deemed necessary:

**IMPORTANT:** please read these notes carefully:

For the purpose of completing the application form, we have provided the following categories for terms of business:

- a) "standard terms of business" mean a contract containing a clause stating any placed personnel will be under the supervision, direction and control of your client;
- b) "non-standard terms of business" mean any contractual agreement for the supply of personnel which does not comply with your standard terms of business, as set out in a) above.

Name of client you deal with under non standard terms of business	Category of workers supplied (see category list in question 1.7)	Contract value for this client
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.7 Please separate payments to temporary placed personnel between the categories listed below:

	Standard	Non standard
Clerical (white collar activities):	_____	_____
Technical or IT (white collar with occasional site visits):	_____	_____
Medical or nursing:	_____	_____
Light manual (warehouse or light industrial):	_____	_____
Drivers:	_____	_____
Manual (construction or heavy industrial):	_____	_____
Domicillary care:	_____	_____
Safety critical rail:	_____	_____
Offshore (oil rigs and platforms):	_____	_____
Care plan or independent living support:	_____	_____

1.7 Do you provide the appropriate background checks on all prospective personnel, prior to placement?

Yes  No

If no, please explain.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.8 Do you belong to any association related to these activities?

Yes  No

If yes, please list these associations below:


## SECTION 2: PROPERTY AND BUSINESS INTERRUPTION INSURANCE

Only complete this section if you require this cover

2.1 Please state the address of the premises to be insured (if different from the address given earlier):

<b>PREMISES 1</b>
Address: _____
_____
_____
Postal code: _____
<b>PREMISES 2</b>
Address: _____
_____
_____
Postal code: _____

Please continue on a separate sheet if more than 2 premises are to be insured.

2.2 Please detail below any other party (such as a bank) whose financial interest in the premises should be noted on the policy.

Name of party: _____
Interest of party: _____
Address: _____
_____
Postal code: _____

2.3 Are all of the premises:

- a) Constructed with external walls of brick, stone or concrete and roofed with slate, tiles, concrete, metal, asbestos or any other non-combustible material?  Yes  No
  - b) Free from cracks or other signs of damage that may be due to subsidence, landslip or heave and have not previously suffered damage by any of these causes?  Yes  No
  - c) In an area free from flooding and not near the vicinity of any rivers, streams or tidal waters?  Yes  No
  - d) In a good state of repair?  Yes  No
  - e) Self contained with a lockable entrance door?  Yes  No
  - f) Protected by an intruder alarm that is subject to an annual maintenance contract?  Yes  No
- NOTE: We may refuse to pay a claim if all of the devices for the security of your premises (including locks and the intruder alarm) are not put into full and effective operation whenever the premises are closed for business or left unattended.*
- g) Heated by a conventional electric, gas, oil or solid fuel heating system?  Yes  No
  - h) Fitted with electrical installations which are inspected at least every 5 years by a qualified electrician and any defect remedied?  Yes  No
  - i) Lifts, boilers, steam and pressure vessels inspected and approved to comply with all of the statutory requirements?  Yes  No
  - j) Fitted with sprinklers, either fully or partially?  Yes  No

*NOTE: Assuming you have answered Yes to questions h) and i) above, it is important to keep records of all relevant inspections as we may ask for evidence of these before paying a claim.*

If you have answered no to any of the above questions, then please give further details:

2.4 Please detail the amounts to be insured below for each premises (complete only if you require property cover).

*NOTE: The amounts insured you state below should be the full rebuilding or replacement cost in each of the categories. If you understate these amounts you will be under-insuring and we may not pay the full amount of your claim. It is therefore essential that these amounts are as close to the true values of the insured items as possible.*

ITEM	AMOUNT INSURED PREMISES 1	AMOUNT INSURED PREMISES 2
Main Building:		
Landlord's fixtures & fittings and tenant improvements:		
All contents wherever located:		

*Please list any alternative locations in question 3.1*

2.5 If you have portable electronic equipment (such as laptops, cameras, video equipment) that is either permanently or temporarily away from your premises please state the total value of these items:

Please also state the approximate percentage of the time that these items are away from your premises:

2.6 If you have contents other than portable electronic equipment which are either permanently or temporarily away from your premises please state the total value of these contents:

Please also state the approximate percentage of the time that these contents are away from your premises:

2.7 Please detail the amounts to be insured below for business interruption cover (complete only if you require this cover).

Note that the maximum indemnity period available is 12 months. You should bear in mind how long it will take you to re-commence trading at another premises when stating the amount insured and indemnity period.

We provide our business interruption cover on a flexible first loss basis – please specify a total amount insured for business interruption cover. This amount applies regardless of whether your business interruption loss is loss of income, costs and expenses or accounts receivable. This often enables a smaller total amount insured to be specified and therefore often results in a cheaper premium.

ITEM	AMOUNT INSURED	INDEMNITY PERIOD
Business Interruption Cover (flexible first loss):		

### SECTION 3: CLAIMS EXPERIENCE AND INSURANCE HISTORY

3.1 a) Please provide details of your current or required insurance policies (unless you are already insured with CFC):

Type of insurance	Inception/ expiry date	Limit of liability	Deductible	Premium	Insurer	Retroactive date (if known)
Employee benefits liability:						N/A
Commercial general liability:						N/A
Errors or omissions:						
*Placed personnel dishonesty:						
Cyber & privacy liability:						

\*Placed personnel dishonesty only available when errors and omissions is being purchased.

b) If you have requested placed personnel and are supplying drivers or warehousemen, please provide the following details:

Client name	Type of goods handled	Indemnity required	Contract value
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**3.2** Regarding all of the types of insurance to which this application form relates, AFTER FULL ENQUIRY:

- a) are you aware of any loss or damage, whether insured or not, that has occurred to any of the Companies to be insured (or to any existing or previous business of the partners or directors of any of the Companies to be insured) within the last five years, or
- b) are you aware of any circumstances which may give rise to a claim against any of the Companies to be insured or any partners or directors thereof, or
- c) have any claims or cease and desist orders been made against any of the Companies to be insured, or partners or directors thereof, or
- d) have any partners or directors of the Companies to be insured been found guilty of any criminal, dishonest or fraudulent activity or been investigated by any regulatory body, or
- e) has there ever been an unforeseen outage to your website for more than three hours?

With reference to questions a, b, c, d and e above:       Yes       No

If the answer to the above is 'yes', then please attach full details including an explanation of the background of events, the maximum amount involved or claimed, the status of the claims or circumstances and any reserves or payments made by you or by insurers and, the dates of all developments and payments.

## SECTION 4: DECLARATION

- I declare that after proper enquiry the statements and particulars given above are true and that I have not mis-stated or suppressed any material fact.
- I agree that this application form, together with any other material information supplied by me shall form the basis of any contract of insurance effected thereon.
- I undertake to inform Underwriters of any material alteration to these facts occurring before the completion of the contract.

Signed: _____	Full name: _____
Position held: _____	Date: <u>DD / MM / YY</u>

**PLEASE ATTACH YOUR STANDARD TERMS OF BUSINESS AND TERMS OF ENGAGEMENT WHEN YOU SUBMIT THIS APPLICATION FORM.**

ADDITIONAL INFORMATION:

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