



NDIS/disability services provider combined liability

Proposal form

Important information

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.

What you do not need to tell us

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.

If you are a natural person, a different duty of disclosure to the one set out above applies to you.

Please contact us so that you can be informed of the duty of disclosure that applies to you.

Privacy Statement

What information do we collect and how do we use it?

When we arrange insurance on your behalf, we only ask you for the information we need and we only use the information that we collect for the primary purpose(s) for which we collect it. These are:

- Providing quotes for insurance cover (including obtaining risk carrier confirmation where necessary);
- Issuing insurance policies;
- Handling claims under insurance policies;
- Providing information about insurance matters;
- Dealing with brokers, risk carriers and reinsurers; and
- Operating our business.

This can include a broad range of information ranging from your name, address, contact details, age to other information about your personal affairs including your financial situation, health and wellbeing.

Insurers may in turn pass on this information to their reinsurers. Some of these companies are located outside Australia. For example, if we seek insurance terms from an overseas insurer (e.g. various Underwriters at Lloyd's), your personal information may be disclosed to the insurer. If this is likely to happen, we inform you of where the insurer is located, if it is possible to do so.

When you make a claim under your policy, we assist you by collecting information about your claim. Sometimes we also need to collect information about you from others. We provide this information to your insurer (or anyone your insurer has appointed to assist it to consider your claim, e.g. loss adjusters, medical brokers etc.) to enable it to consider your claim. Again, this information may be passed on to reinsurers.

What if you don't provide some information to us?

We can only fully arrange your insurance or assist you with a claim, if we have all relevant information. The insurance laws require you to provide us with the information we need in order to be able to decide whether to insure you and on what terms. You have a duty to disclose the information which is relevant to our decision to insure you.

When do we disclose your information overseas?

If you ask us to seek insurance terms, we may place your business with Lloyd's of London or an overseas insurer located outside Australia. They will require you to disclose information to them to enable them to make a decision about whether to insure you.

We will tell you at time of arranging your insurance if the insurer is overseas and in which country the insurer is located. If the insurer is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to that insurer.

Disclosing personal information on applications for insurance with various Underwriters at Lloyd's, or with insurers that operate within the companies market, will be permissible because the European Union (EU) data protection laws provide comprehensive protection for the personal information of insureds which is similar to the APPs and you can pursue your rights if there is a failure to comply with those laws.

Australian and overseas insurers acquire reinsurance from reinsurance companies that are located throughout the world, so in some cases your information may be disclosed to them for assessment of risks and in order to provide reinsurance to your insurer. We do not make this disclosure, this made by the insurer (if necessary) for the placement for their reinsurance program.

We may also disclose information we collect to the providers of our policy administration and underwriting systems that help us to provide our products and services to you. These policy administration providers and underwriting systems may be supported and maintained by organisations overseas and your information may be disclosed to those organisations. Please note that The Privacy Act and APPs may not apply to these organisations.

How do we hold and protect your information?

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.

We hold the information we collect from you in a working file, which when completed is securely stored electronically. We scan all paper documents and then shred originals.

We ensure that your information is safe by protecting it from unauthorised access, modification and disclosure. We maintain physical security over our paper and electronic data and premises, by using locks and security systems. We also maintain computer and network security; for example, we use firewalls (security measures for the Internet) and other security systems such as user identifiers and passwords to control access to computer systems where your information is stored.

Will we disclose the information we collect to anyone?

We do not sell, trade, or rent your personal information to others.

We may need to provide your information to contractors who supply services to us, for example to handle mailings on our behalf, external data storage providers or to other companies in the event of a corporate sale, merger, re-organisation, dissolution or similar event. We may also disclose information we collect to the providers of our policy administration and underwriting systems that help us to provide our products and services to you. However, we will take reasonable measures to ensure that they protect your information as required under The Privacy Act.

We may provide your information to others if we are required to do so by law, you consent to the disclosure or under some unusual other circumstances which The Privacy Act permits.

How can you check, update or change the information we are holding?

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate, irrelevant, out of date or incomplete.

If you wish to access or correct your personal information, please write to our Privacy Officer at CFC Underwriting, as they are responsible for all matters to do with privacy.

We do not charge for receiving a request for access to personal information or for complying with a correction request. Where the information requested is not a straightforward issue and will involve a considerable amount of time, then a charge will need to be confirmed for responding to the request for the information.

In some limited cases, we may need to refuse access to your information, or refuse a request for correction. We will advise you as soon as possible after your request if this is the case and the reasons for our refusal.

What happens if you want to complain?

If you have concerns about whether we have complied with The Privacy Act or this Privacy Policy when collecting or handling your personal information, please contact the Privacy Officer at CFC Underwriting's business address within this document.

Your complaint will be considered by us through our Internal Complaints Resolution Process. We will acknowledge your complaint within 24 hours and we will respond with a decision within 30 days of you making the complaint. If we need to investigate your complaint and require further time, we will work with you to agree to an appropriate timeframe to investigate. We will provide you with information concerning referring your complaint to the Australian Financial Complaints Authority (AFCA) if we cannot resolve your complaint.

Your consent

By asking us to assist with your insurance needs, you consent to the collection and use of the information you have provided to us for the purposes described above.

How to contact us

If you have a complaint or would like more information, please contact our compliance team on 03 9654 6100 or email compliance@cfc.com or contact the Privacy Officer at CFC Underwriting's business address: Level 18, 140 William Street, Melbourne VIC 3000.

Our privacy policy and complaints process are available on our website cfc.com/en-au

Claims made

This Proposal may relate to a policy being issued on a claims made and notified basis. This means that the policy only covers claims first made against the Insured during insurance period and notified in writing during the insurance period. The policy does not provide cover for any claims made against the Insured during the insurance period if at any time prior to the commencement of the insurance period the Insured was aware of facts which might give rise to those claims being made against the Insured.

Section 40(3) of the *Insurance Contracts Act 1984 (Cth)* provides that where the Insured gives notice in writing to the insurer during the insurance period of facts that might give rise to a claim against the Insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the insurance period has expired.

Alteration of risk and deregistration

Any policy issued as a result of this proposal may require you to notify the insurer of any material change in the nature of your business/the risk as outlined in this proposal form. You should check the requirements of the policy in relation to this requirement.

Terms used in this proposal form

The terms, insured, proposer, proposed insured, policy holder and you whenever used in this proposal form (and any addendum/s to this proposal form) shall mean the insured for which coverage is proposed under this proposal form (and any addendum/s to this proposal form).

The term insured has the same meaning in the proposal form (and any addendum/s to the proposal form) as in the policy.

Contacting us

CFC Underwriting Pty Ltd (ABN 68 139 214 323) (AFSL 407780) ("CFC Underwriting") has its head office in Melbourne, with additional offices in Sydney, Brisbane and Perth.

If you have any queries in relation to your policy or this document, you can contact CFC Underwriting in any of the following ways:

Postal Address: Level 18, 140 William Street, Melbourne VIC 3000

Tel: +61 3 9654 6100

Email: enquiries.au@cfc.com

PLEASE READ BEFORE YOU COMPLETE THIS FORM

It is not the intention of this policy to provide cover for any of the following services or facilities, even if the services are provided by qualified professionals. Please speak to your broker to source a more appropriate policy if needed.

- Bowel and bladder management
- Catheter care
- Medication management
- Continence management
- Dementia care
- Wound care
- Palliative care
- Aged care or nursing home facility

1. Insured details

Name:

Address:

Email:

Phone:

----------------------	----------------------

ABN:

Website:

----------------------	----------------------

Is the Insured registered/applying for registration with the NDIS?

Yes

No

If **YES**, please indicate the Insured's registration type:

Service Provider (go straight to 2)

Support Coordinator (go straight to 3)

Plan Manager (go straight to 3)

Psychosocial Recovery Coach (go straight to 2)

If the Insured is undertaking disability support services but is not registered as/applying for NDIS Service Provider registration, please complete 2. Service provider details.

2. Service provider details

Please select the services you, your employees or your subcontractors are qualified to provide:

- | | | | |
|----|--|-----|----|
| 1. | Personal care (eg: assistance with eating/drinking, personal grooming (showering, toileting, dressing), help with self-medication) | Yes | No |
| 2. | Domestic assistance (eg: domestic housework, changing of sheets/towels, washing/ironing) | Yes | No |
| 3. | Home maintenance (eg: basic yard maintenance, car washing, minor handyman repairs) | Yes | No |



- | | | | |
|----|--|---------------------|----|
| 4. | Social & lifestyle support (eg: accompanying to appointments/shopping/social activities, home admin) | Yes | No |
| 5. | Get out and about (eg: companionship, transport) | Yes | No |
| 6. | Allied health/therapy | | |
| | Dietitian | Physiotherapy | |
| | Exercise physiology | Podiatry | |
| | Occupational therapy | Psychology | |
| | Speech therapy | Behavioural Therapy | |
| | Psychosocial recovery coach | Other | |

If the Insured intends to undertake any of the above Allied Health/Therapy modalities, please provide their qualification(s):

Name	Institution	Degree or qualification	Year obtained

Please confirm the percentage split of NDIS participant/client profile:

65 years and over	%
Adults (18 years or over)	%
Youth (13-17 years old)	%
Children 12 years and under	%

3. Support coordinator/plan manager

Please provide qualification/experience for each of the Support Coordinators or Plan Managers requiring cover:

Name	Institution	Degree or qualification	Year obtained

REMAINING SECTIONS OF PROPOSAL FORM TO BE COMPLETED BY ALL APPLICANTS

4. Details of activities performed

1. Is the Insured, their employees or subcontractors involved in/engaged as:

i. housing or accommodation services?	Yes	No
ii. respite services or overnight stays?	Yes	No
iii. babysitting or nanny services?	Yes	No
iv. any camps, vacation activities or adventure related activities (including subcontracted services)? (eg: water sports, rock climbing, attending amusement parks, abseiling)	Yes	No
v. an aged care, nursing home, Specialist Disability Accommodation (SDA) or Supported Independent Living (SIL) facility?	Yes	No
2. Is the Insured, their employees or subcontractors involved in any activities or services in addition to those noted in the Sections above?

	Yes	No
--	-----	----

If **YES** to any of the above, please give details of the additional activities or services performed. If offering overnight stays, please provide duration/frequency of stays, the age(s) of the person/people who will be looked after and the level of care provided.

3. Does the Insured, their employees or subcontractors possess the necessary qualifications/registrations/certifications (where required) to perform the services selected in this Proposal?

	Yes	No
--	-----	----

5. Income details

Please provide details of the business gross fees/revenue and number of clients/NDIS participants. If you are a start-up business, please provide an estimate of the below figures for the upcoming 12 months.

Please ensure fees/revenue declared includes gross fees paid to subcontractors

Year	Dates	Fees/ Revenue	Approx. no. of clients/ NDIS participants
Past 12 Months	20 /20		
Next 12 Months	20 /20		

In respect of gross fees/revenue for the last financial year, please provide breakdown by State. If start-up business please advise estimated figures for below:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total
%	%	%	%	%	%	%	%	%	100%

New South Wales Stamp Duty Exemption:

(tick box if applicable)

The Insured is a CGT small business as defined within the meaning of the Income Tax Assessment Act 1997 (of the Commonwealth) at the time that the contract of insurance is renewed.

Important - only applies to:

- Insureds with turnover in NSW and who meet definition of a CGT small business
- Professional Indemnity and General and Product Liability Insurance



6. Employee information

	Employees/Full Time	Part Time/Casual Employees	Subcontractors
Directors			
Registered/Enrolled Nurses			
Qualified Allied Health Practitioners			
Service Providers			
Others (eg: office staff)			
Total			

Employees by state:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total

a. Do all subcontractors have their own:

- | | | | |
|--|-----|----|-----|
| i. Professional indemnity/medical malpractice insurance? | Yes | No | N/A |
| ii. Public/products liability? | Yes | No | N/A |

b. Does the Insured/will the Insured engage any subcontractors who:

- | | | | |
|--|-----|----|-----|
| i. are natural persons not corporate entities: | Yes | No | N/A |
| ii. work under the Insured's direct control and supervision? | Yes | No | N/A |

Is cover required for subcontractors under this policy?	Yes	No	N/A
---	-----	----	-----

7. Risk management

- | | | |
|---|-----|----|
| 1. Does the Insured maintain accurate and descriptive records of services rendered to each client/NDIS participant? | Yes | No |
| 2. Is informed consent obtained from each client/NDIS participant (or guardian for children under 18) and documented in their record? | Yes | No |
| 3. If your services involve children/youth under the age of 18: | | |
| i. Do you insist your employees and/or your subcontractors have valid Working with Children Checks completed? | Yes | No |
| ii. Please provide your formal procedures/risk management relating to parents/guardians being present during sessions. | | |

- | | | | |
|----|--|-----|-----|
| 4. | Does the Insured have a written procedure for the reporting of incidents and adverse events? | Yes | No |
| 5. | What was the date of the Insured's latest NDIS audit? | | N/A |
| 6. | Was there any part of the Insured's business which needed improvement as a result of this audit? | Yes | No |

If **YES**, please provide details below:

8. Insurance history

- | | | | |
|----|--|-----|----|
| 1. | Does the Insured currently hold professional indemnity/medical malpractice and/or general liability insurance? | Yes | No |
|----|--|-----|----|

If **YES**, please provide details:

Insurer	Policy limit	Excess	Retroactive Date
	\$	\$	
	\$	\$	

- | | | | |
|----|--|-----|----|
| 2. | Has the Insured ever had any application for professional indemnity and/or general liability insurance refused, or, had any medical malpractice insurance coverage rescinded or cancelled? | Yes | No |
|----|--|-----|----|

If **YES**, please provide details on a separate sheet.

Has the Insured, in respect of the risks to which this Proposal relates, ever:

- | | | | |
|----|--|-----|----|
| 3. | Had an application for insurance declined, been refused renewal or had an insurance policy terminated? | Yes | No |
| 4. | Required an increased premium or imposed special conditions? | Yes | No |
| 5. | Been declined an insurance claim by the Insured or reduced its liability to pay an insurance claim in full (other than by application of an Excess)? | Yes | No |

If the Insured answered **YES** to any of the above questions, please give details below:

9. Claims experience

Have any claims ever been made, or lawsuits been brought against the Insured?	Yes	No
Is the Insured aware of any errors, omissions, offences, circumstances or allegations which might result in a claim being made against them?	Yes	No
Has the Insured ever been the subject of disciplinary action or investigation by any authority or regulator or professional body?	Yes	No
Has the Insured ever been the subject of a criminal investigation or had criminal charges brought against them? For the purposes of this question, please disregard traffic or minor motor vehicle licensing offences?	Yes	No

If the Insured has answered **YES** to any of the questions in this section, please provide full details and the status of each claim, lawsuit, allegation or matter, including:

- the date of the claim, suit or allegation
- the date the Insured notified their previous insurers
- the name of the claimant(s) and the establishment(s)
- the allegations made against the Insured
- the amount claimed by the claimant(s)
- whether the status is outstanding or finalised
- the amounts paid for claims and defence costs to date

10. Limit of indemnity required

Part A - Professional Indemnity

- a. \$1,000,000
- b. \$2,000,000
- c. \$5,000,000
- d. \$10,000,000
- e. Other:

\$

Part B - General Liability

- a. \$5,000,000
- b. \$10,000,000
- c. \$20,000,000
- d. Other:

\$

Declaration

Signing this Proposal form does not bind CFC Underwriting or any insurer to enter into an insurance contract.

After making full and appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Proposal
- I have read and understood the Important Information section of this Proposal
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the CFC Underwriting Pty Ltd Privacy Statement
- I confirm that the statements and information in this Proposal are true and complete
- I understand all information requested in the Proposal is material
- I provide consent consistent with the Privacy Statement outlined in the Important Information section
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform CFC Underwriting Pty Ltd of any change to the information contained in this Proposal
- I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract

To be signed by the Insured for whom this insurance is intended for

Signature:

Name:

Position:

Date (DD/MM/YY)