



NDIS/Disability Services Provider **Proposal Form**

Professional Indemnity & General Liability



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

In this Privacy section 'we', 'us' or 'our' means Chubb Insurance Australia Limited and Solution Underwriting Agency Pty Ltd, unless specified otherwise.

We are committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au.

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia).

In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes. In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.

You can also download a copy of Solution's Privacy Policy by visiting <http://www.solutionunderwriting.com.au>

Claims made

This Proposal is for a policy issued by Chubb Insurance Australia Limited ('Chubb') on a claims made and notified basis. This means that the policy only covers claims first made against you during the insurance period and notified to Chubb in writing during the insurance period. The policy does not provide cover for any claims made against you during the insurance period if at any time prior to the commencement of the insurance period you were aware of facts which might give rise to those claims being made against you.

Section 40(3) of the Insurance Contracts Act 1984 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 the your business/the risk as outlined in this proposal form. You should check the requirements of the policy in relation to this requirement.

Insurer and agent

This Policy is issued by Solution Underwriting Agency Pty Ltd ('Solution Underwriting') (ABN 68 139 214 323, AFSL 407780) acting under a binder as an agent of the insurer, Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687) ('Chubb').

This Policy is a legal contract between You and Us. You have paid, or agreed to pay, Us the Premium and We provide the cover specified in this Policy and as set out in Your Schedule.

The terms, conditions and provisions of the insurance We offer You are set out in this Policy. It is important that You:

- read all of the Policy before You buy it to make sure that it gives You the protection You need;
- are aware of the limits on the cover provided and the amounts We will pay You (including any Excess that applies);
- are aware of the definitions in Your Policy. You will find definitions throughout Your Policy.

You must comply with all provisions of this Policy, otherwise We may be entitled to refuse to pay a Claim or reduce the amount You are entitled to receive. The Policy is in force for the Period of Insurance set out in Your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are Our standard policy limits); and
- the remainder will be stated in Your Schedule.

In some circumstances the terms and conditions of this Policy may be amended by endorsement. If Your Policy is endorsed You will receive notification of the endorsement.

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.

1. 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

2. Proposer details

Name

Address

Email

Phone

ABN

Are you registered/applying for registration with the NDIS?

Yes

No

If YES, please indicate your registration type:

Service Provider (go straight to Section 3)

Support Coordinator (go straight to Section 4)

Plan Manager (go straight to Section 4)

Psychosocial Recovery Coach (go straight to Section 4)

If you are undertaking individual disability support services but are not registered as/applying for NDIS Service Provider registration, please complete Section 3.

If NO, please explain below and complete relevant sections below.

3. Service provider

Please indicate the services you, your employees or your contractors are qualified to provide:

3.1	Personal care	%	%
	Assistance with eating and drinking		Grooming
	Assistance with prescribed exercises		Oral hygiene
	Assistance with self-medication		Showering
	Dressing		Toileting

<p>3.2 Domestic assistance %</p> <p>Change sheets and towels</p> <p>Clean kitchen</p> <p>Clean toilet and bathroom</p> <p>Clean windows, screens and fans</p> <p>Put council bins out</p> <p>Clean windows, screens and fans</p>	<p>%</p> <p>Dust</p> <p>Ironing</p> <p>Mop floors</p> <p>Remove rubbish</p> <p>Vacuum</p> <p>Wash, dry, fold</p>
<p>3.3 Home maintenance %</p> <p>Car washing</p> <p>Green rubbish removal</p> <p>Handyman - Minor repairs</p> <p>Lawn mowing and edging</p>	<p>%</p> <p>Pool maintenance</p> <p>Safety & security</p> <p>Weeding/Hedges</p>
<p>3.4 Social & lifestyle support %</p> <p>Accompany to appointments</p> <p>Accompany to shopping</p> <p>Accompany to social activities</p> <p>Community programs</p>	<p>%</p> <p>Companionship</p> <p>Home admin</p> <p>Transport</p>
<p>3.5 Get out and about %</p> <p>Accompany to activities</p> <p>Transport</p>	<p>%</p> <p>Companionship</p>
<p>3.6 Allied health/Therapy %</p> <p>Dietician</p> <p>Exercise physiology</p> <p>Occupational therapy</p> <p>Speech therapy</p>	<p>%</p> <p>Physiotherapy</p> <p>Podiatry</p> <p>Psychology</p>

If you intend to undertake any of the above Allied Health/Therapy modalities, please provide your qualification(s):

Name	Institution	Degree or qualification	Year obtained

4. Support coordinator/Plan manager/Psychosocial recovery coach

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

5. Details of activities performed

5.1 Do you provide housing, accommodation or respite services? Yes No

If YES, are there any overnight stays by you, your employees and/or your contractors?

Please give details of the overnight stays (eg: length/duration/frequency of stays, level of care provided etc):

5.2 Are you an aged care, nursing home or Specialist Disability Accommodation facility? Yes No

5.3 Do you, your employees and/or your contractors possess the necessary qualifications and hold the appropriate registrations/ certification (where required) to perform the services selected in this proposal? Yes No

5.4 Do the details provided in the Sections above accurately reflect the activities and services provided by you, your employees and/or your contractors? Yes No

5.5 Do you, your employees and/or your contractors perform any activities or services in addition to those noted in the Sections above ? Yes No

If YES, please give details of the additional activities or services performed below:

6. Income details

Please provide details of the business gross fees/revenue, participant, employee and service provider numbers. If you are a start-up business, please provide an estimate of the below figures for the upcoming 12 months.

Year	Dates	Income/ Revenue	Approx. no. of NDIS participants	Total no. of employees	No. of employed service providers
Past 12 Months	20 /20				
Next 12 Months	20 /20				

In respect of gross fees/income for the last financial year, please provide a 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

6.1 Do you subcontract any of your activities? Yes No

If YES, please state the percentage of gross fees / revenue paid to subcontractors in the last 12 months? %

(a) What activities are subcontracted?

(b) Do all subcontractors have their own professional indemnity insurance? Yes No

(c) Do you/will you engage any sub-contractors who:

(i) are natural persons not corporate entities; Yes No

(ii) work under your direct control and supervision? Yes No

If YES, is cover required for such sub-contractors under the policy? Yes No

If YES, do the gross fees/turnover declared in the table above include gross fees paid to such sub-contractors? Yes No

If NO, please advise the gross annual fees paid to your sub-contractors \$

7. Employee information

Employees by State:

NSW	ACT	QLD	VIC	TAS	SA	WA	NT	Overseas	Total

8. Risk management

- 8.1 Do you maintain accurate and descriptive records of services rendered to each participant? Yes No
- 8.2 Is informed consent obtained from each participant and documented in their record? Yes No
- 8.3 Do you have a written procedure for the reporting of incidents and adverse events? Yes No
- 8.4 What was the date of your latest NDIS audit?
- 8.5 Was there any part of your business which needed improvement as a result of this audit? Yes No

If YES, please provide details below

9. Insurance history

- 9.1 Do you currently hold professional indemnity and/or general liability insurance? Yes No
If YES, please provide details.

Insurer	Policy limit	Excess	Retroactive date
	\$	\$	
	\$	\$	

- 9.2 Have you 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

Have you, in respect of the risks to which this proposal relates, ever:

- 9.3 Had an application for insurance declined, been refused renewal or had an insurance policy terminated? Yes No
- 9.4 Required an increased premium or imposed special conditions? Yes No

9.5	Been declined an insurance claim by you or reduced its liability to pay an insurance claim in full (other than by application of an Excess)?	Yes	No
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If you have answered **YES** to any of the above questions, please give details below.

10. Claims experience

Have any claims ever been made, or lawsuits been brought against you?	Yes	No
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Are you aware of any errors, omissions, offences, circumstances or allegations which might result in a claim being made against you?	Yes	No
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Have you ever been the subject of disciplinary action or investigation by any authority or regulator or professional body?	Yes	No
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Have you ever been the subject of a criminal investigation or had criminal charges brought against you? For the purposes of this question, please disregard traffic or minor motor vehicle licensing offences.	Yes	No
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If you had 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 you notified your previous insurers
- the name of the claimant(s) and the establishment(s)
- the allegations made against you
- the amount claimed by the claimant(s)
- whether the status is outstanding or finalised
- the amounts paid for claims and defence costs to date.

11. 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 – Please state: \$

Part B - General Liability

- f) \$5,000,000
- g) \$10,000,000
- h) \$20,000,000
- i) Other - Please state: \$

12. Declaration

Signing this proposal form does not bind Solution 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 Notices 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 Solution Underwriting Agency 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 Notices section
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform Solution Underwriting Agency 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

Applicant's signature:

Applicant's name:

Position:

Date (DD/MM/YY)

Any queries, please contact us

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