

NFP INSURANCE QUOTATION REQUEST

ASSOCIATION LIABILITY



Contact Community Underwriting

Thank you for applying for insurance for your community organisation with Community Underwriting. Should you require any assistance in completing this form, please contact your broker or the Community Underwriting (details on the right).

Email: enquiries@communityunderwriting.com.au

Phone: 02 8045 2580

Mail: Community Underwriting, PO Box 173, Balmain, NSW 2041

If there is not sufficient space on this form for your answers, please attach a separate sheet, indicating the Section and Question you wish to complete.

Community Underwriting Agency Pty Ltd - AFS License No 448274 (Community Underwriting) acts under binding authorities as agent for Berkley Insurance Company trading as Berkley Insurance Australia (ABN 53 126 559 706) and Berkshire Hathaway Specialty Insurance Company (Inc. Nebraska, USA) – (Excess Liability) to issue, vary and cancel policies on their behalf. In all aspects of this Policy, Community Underwriting acts as an agent for the insurers and not for the insured.

Your Details

(all applicants to complete)

Full legal name of the Organisation	Please describe the organisations primary activities (This Policy will only cover the activities disclosed)
Date(s) of commencement of Organisation	Are you currently Insured? ☐ No ☐ Yes If Yes please advise:
Full name of all additional entities, which are to be covered by your policy	Current Insurance Broker
Primary Contact Name	Expiry Date Current Insurer
Phone Number	Retroactive Date
Registered Address	Are you registered for GST? ☐ No ☐ Yes
Do you consent to receiving correspondence by email? ☐ No ☐ Yes	If Yes, what is your ABN?
Email Address	Name of any Interested Parties e.g. Mortgagee/Lessee:
Type of Organisation	Type of interest
Not for Profit registered with the ACNC ☐	Are you stamp duty exempt?
Unregistered Not for Profit ☐	NSW Charity Exemption (3 year) ☐ NO ☐ YES
Community Group ☐	NSW Small Business Exemption (1 year) ☐ NO ☐ YES
NDIS Provider (private company) ☐	NT Charity Entity Exemption (ongoing) ☐ NO ☐ YES
Other entity ☐	QLD Charity Exemption (ongoing) ☐ NO ☐ YES
	QLD NFP Community Organisation ☐ NO ☐ YES
	Tasmania (general liability exemption) ☐ NO ☐ YES
	To exclude stamp duty from your quotation you will need to provide copies of a current exemption

General Questionnaire

(all applicants to complete)

1. Has any insurer declined an application from you, or cancelled or refused to renew a policy of yours, required special terms to insure you, or declined or refused a claim?	☐ No ☐ Yes
2. Has the organisation had any claims or circumstances which could give rise to a claim in the last 5 years for ANY of the insurances that a quotation is being requested?	☐ No ☐ Yes
3. Have you, or any person who will receive insurance protection under the proposed policy, been charged with, or convicted of, any criminal offences in the past 10 years?	☐ No ☐ Yes
4. During the last 5 years have you, or any other person to whom cover extends under this policy received any threats to life or property (private or business)?	☐ No ☐ Yes
5. Are there any other relevant facts relating to the risk to be insured which you should disclose to us, to enable a true assessment of your insurance Application?	☐ No ☐ Yes
If you have answered Yes to any of questions 1-5 above, please give full details	
Question No.	Comments

Association Liability					
Required Total Sum Insured	☐ \$1,000,000	☐ \$2,000,000	☐ \$5,000,000	☐ \$10,000,000	☐ \$20,000,000
Estimated Annual Income from all Sources:		Current Year (latest ACNC Financials)		Estimated for Next 12 Months	
Government		\$		\$	
Fundraising		\$		\$	
Donations		\$		\$	
Other (please specify)		\$		\$	
Total:		\$		\$	
Please provide a percentage breakdown of your income in the last 12 months					
ACT	%	NSW	%	NT	%
QLD	%	SA	%	TAS	%
VIC	%	WA	%	Overseas	%
Directors and Officers cover					
Has any director, office bearer or executive officer of the Organisation been declared bankrupt or entered into a deed of assignment, composition or a scheme of arrangement with creditors?			☐ No ☐ Yes If Yes, please provide details		
Financial Statements - As part of this Application please attach the most recent Audited Financial Statements lodged with the ACNC or independently.					
Is there any subsequent information of a material nature not disclosed in the attached financial statements that could affect the financial position, capital structure or operation of the Organisation?			☐ No ☐ Yes If Yes, please provide details		
Professional Indemnity cover					
Nature of Business State fully the nature of any professional services offered by or on behalf of the Organisation. (Please provide copies of any brochures or other documentation which may assist us in gaining a better appreciation of the risk being proposed).					
Please tick Yes or No and give details as requested below					
Does the Organisation:			No	Yes	
Provide legal or environmental advice?			☐	☐	
Provide financial, investment advice or services for a fee and/or for which they are required to hold an AFSL?			☐	☐	
Engage in any form of medical treatment, medical advice or scientific or medical research or testing?			☐	☐	
Provide any web hosting or act as an internet service provider?			☐	☐	
Provide computer or information services or websites with chat lines or bulletin boards or discussion areas where input can be posted by the public at large?			☐	☐	
Conduct and television or radio broadcasting (including online broadcasting)			☐	☐	
Promote or provide any form of insurance to your members or act as insurance agent?			☐	☐	
Engage in the manufacture, sale or distribution of any product or process or patented production process?			☐	☐	
If Yes to any of the above, please provide details on a separate sheet (including the qualifications / experience of persons providing the professional service).					
Employment Practices cover (relevant to the risk exposures from engaging both employees AND volunteers)					
Please state the number of employees in the following salary ranges:					
\$0 - \$35,000	\$35,001 - \$100,000	over \$100,000	No of volunteers including the Board		
Did you initiate any termination(s) within the last 2 years?			☐ No ☐ Yes		
If Yes, please state:					
- the reason for the termination (s) - the number of full-time and part-time employees terminated.					
Please state the number of staff turnover for the last 2 years.					
Are written policies and procedures in place for employees and/or volunteers regarding the following?					
Equal opportunity			☐ No ☐ Yes		
Anti-sexual harassment			☐ No ☐ Yes		
Discrimination / bullying			☐ No ☐ Yes		
Formal procedures to be followed for performance management, complaints and termination of employment / volunteering			☐ No ☐ Yes		

Fidelity / Crime cover			
Have you sustained any loss through fraud or dishonesty of any employee?			☐ No ☐ Yes
Are all cheques / EFT transactions required to be signed by at least two different authorised signatures?			☐ No ☐ Yes
Are all bank accounts reconciled by someone not authorised to deposit or withdraw funds in/from that account?			☐ No ☐ Yes
Do you operate a trust account? If Yes is the trust account independently audited?			☐ No ☐ Yes ☐ No ☐ Yes
Do you employ the services of an independent accountant?			☐ No ☐ Yes
Are duties segregated so that no individual can control any financial or asset function from commencement to completion?			☐ No ☐ Yes
Have you ever received a tax audit advice from the Australian Taxation Office?			☐ No ☐ Yes
Optional Extensions			
☐ CyberRisk (\$100,000 / \$50,000)			
Have you previously suffered a CyberRisk incident ☐ No ☐ Yes If yes was it covered by insurance ☐ No ☐ Yes			
If Yes, what risk mitigation strategies have been implemented to prevent a future incident			
☐ Government Audits			
☐ Removal of insolvency exclusion Please supply 2 years unqualified audited financials and confirm:			
	Most Recent Financials	1 Year Prior Financials	2 Year Prior Financials
Net cash from operating activities			
Current Assets			
Current Liabilities			
Total Assets			
Total Liabilities			
☐ Additional Reinstatement of the Indemnity Limit (providing additional reinstatement above the automatic reinstatement already included)			
Association Liability – Claims and Circumstances			
At any time in the past, has any claim been made against the Association/Organisation or any Office Bearers, Executive Staff, Sub-committee members, employees of the Association/Organisation?			
☐ No ☐ Yes	If Yes, please provide details.		
Are there any circumstances not already notified to insurers which may give rise to a claim against the Organisation, or any Office Bearer, Executive Staff, Sub-committee members, employee or volunteers of the Organisation?			
☐ No ☐ Yes	If Yes, please provide details.		
If insurance similar to that now proposed had been, or were now in effect, would any claim which had been made, or which is now pending against the Organisation or any person proposed for insurance, have fallen within the scope of such insurance?			
☐ No ☐ Yes	If Yes, please provide details.		
Is any person proposed for insurance aware, after enquiry, of any circumstances or incident which he/she believes might give rise to any future claim that would fall within the scope of such insurance?			
☐ No ☐ Yes	If Yes, please provide details.		
Has the Organisation or any person proposed for insurance ever had similar insurance cancelled or declined to renew, or had special terms imposed in relation to this type of insurance?			
☐ No ☐ Yes	If Yes, please provide details.		
Has there been, or is there now pending, any prosecution of the Organisation its subsidiaries or any person proposed for this insurance under the Corporations Law, Competition and Consumer Act, or any other statute?			
☐ No ☐ Yes	If Yes, please provide details.		

Declaration

(all applicants to complete)

This Declaration must be completed and signed by all parties applying for insurance or on their behalf by someone authorised to complete and sign this Application. I/We declare that:

- the answers and information given by me/us in this Application are true and correct in all respects and that no material information has been withheld;
- where answers in this Application are not in my/our own handwriting, they have been checked by me/us and I/we agree they are correct;
- I/we have read and understood the clauses detailed under the Important Notices section of this Application (*see subsequent pages of Application form*);
- if there was insufficient space to fully answer any questions, we have attached supplementary pages providing the additional information required;
- if any information given by me/us alters between the date of this Application form and the inception date of the Insurance to which this application relates, I/we shall give immediate notice of this;
- I/we authorise Community Underwriting and Insurer(s) to collect or disclose any personal information relating to this insurance to/from any other insurers or insurance reference service;
- where I/we have provided information about another individual (for example, an employee, or client), I/we declare that the individual has been or will be made aware of that fact;
- where I/we have provided personal information about other individuals, I/we have complied with all relevant obligations under the *Privacy Act 1988* (Cth) (*see subsequent pages of Application form*);
- I/we also confirm that the undersigned are authorised to act for and on behalf of all persons who may be entitled to indemnity under any policy which may be issued pursuant to this Application Form. I/we have completed this Application Form on their behalf, after enquiry has been made of all directors and senior staff;
- I/we confirm that we consent to receive insurance documentation from Community Underwriting by electronic means; and
- I/we have read and understood the *Privacy Act 1988* information and consent to the collection, storage, use and disclosure of personal and sensitive information of all persons covered by the General insurance Application Form. Where personal information has been provided on someone else's behalf, that person has consented to this provision.

Signature		Date	
Name		Title	
Signature		Date	
Name		Title	

It is important the signatory/signatories to the Declaration is/are fully aware of the scope of this insurance so that all questions can be answered. If in doubt, please contact your insurance broker since non-disclosure may affect an insured's right of recovery under the policy or lead to it being voided.

Important Notices

It is important that you read the terms and conditions listed below from Community Underwriting and Insurer(s) collectively referred to in this section as 'we', 'us' and 'our'.

Duty of Disclosure Applicable to Business Package, General Liability and Association Liability Insurance Policies.

Our policies are subject to the Insurance Contracts Act 1984. Under that Act you have a duty of disclosure. Before you take out insurance with us, you have a duty to tell us of everything that you know, or could reasonably be expected to know, that is relevant to our decision to insure you and to the terms of that insurance. If you are not sure whether something is relevant you should inform us anyway. You have the same duty to inform us of those matters before you renew, extend, vary, or reinstate your contract of insurance.

Your duty however does not require disclosure of matters that:

- Reduce the risk
- Are common knowledge
- We know or, in the ordinary course of our business, ought to know, or
- We have indicated we do not want to know.

If you do not comply with your duty of disclosure, we may be entitled to:

- Reduce our liability for any claim
- Cancel the contract
- Refuse to pay the claim
- Avoid the contract from its beginning, if your non-disclosure was fraudulent.

Duty of Disclosure Applicable to Motor Vehicle and Personal Accident Insurance Policies.

What You Must Tell Us

When answering our questions, you must be honest and you have a duty under law to tell us anything known to you, and which a reasonable person in the circumstances, would include in the answer to the question. We will use the answers in deciding whether to insure you and anyone else to be insured under the policy, and on what terms.

Who Needs to Tell Us?

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the policy.

If You Do Not Tell Us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat this policy as never having been in force.

Underinsurance

The Business Package policy is subject to an 80% "Underinsurance" clause. This means that if you have insured items under this policy for less than 80% of their actual value at the time you took out this policy, we will reduce the amount we pay you under this policy in accordance with the following sum:

Sum Insured x Amount of loss/damage ÷ 80% of value
= Amount payable by Insurer(s) (up to the Sum Insured).

The "Underinsurance" clause applies to the Fire, and the "Gross Income" and Departmental Clause under the Business Interruption Section and Electronic Equipment Sections.

Our Right of Recovery

The policies you are applying for contain a provision which states that if you Enter into any contractual arrangement and/or surrender your right to seek recovery from another party for a loss covered by the policy, we have a right to reject any claim from you in relation to that loss.

GST

The amount of cover you choose excludes Goods and Services Tax (GST). If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay. The amount that we are liable to pay under this policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you have paid, you must inform us of the extent of that entitlement at or before the time you make a claim under this policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of

your entitlement (or correct entitlement) to an input tax credit on the premium. If you are liable to pay an Excess under this policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this policy, you should seek advice from your accountant or tax professional.

Notices Only Applicable to the Association Liability Policy

Claims Made and Notified Policy

The Application as far as it relates to Association Liability Insurance is for a 'claims made' policy. This means that the policy covers you for claims made against you during the period of insurance specified in your policy schedule and notified to us during that period of insurance.

This means that the policy does not provide cover in relation to:

- Events which occurred prior to the period of insurance or any earlier retroactive date stipulated in the policy schedule;
- Claims made against you after the expiry of the period of insurance even though the event giving rise to the claim may have occurred during the period of insurance;
- Claims arising from or attributable to any facts, circumstances or occurrences noted on the Application for the current period of insurance or on any previous or of which notice had been given under any previous policy;
- Claims arising from or attributable to any facts, circumstances or occurrences of which you were aware and knew (or ought reasonably to have realised) prior to the commencement of the period of insurance may give rise to a claim.

Section 40(3) of the Insurance Contracts Act 1984 provides that an insurer is not relieved from liability under a contract of insurance in respect of a claim by reason only that the claim was made after the expiry of the period of insurance cover provided by the contract where the insured has.

Given notice in writing to the insurer:

- of the facts that might give rise to a claim against the insured;
- as soon as was reasonably practicable after the insured became aware of those facts, and
- before the expiry of the period of insurance.

Retroactive Liability

The Association Liability insurance may be limited by a retroactive date which will be shown on the schedule. If a retroactive date applies the policy does not cover any claim arising from any actual or alleged act, error, omission or conduct occurring prior to the retroactive date.

Average Provision

One of the provisions of the proposed Association Liability insurance provides that where the amount required to dispose of a claim exceeds the limit of indemnity in the policy then the insurer will only be liable only for a proportion of the total costs and expenses. This will be the same proportion of the total costs and expenses as the policy limit bears to the total amount required to dispose of the claim.

Privacy

Community Underwriting and Insurer(s) seek at all times to comply with the Privacy Act 1988 including the Privacy Amendment (Enhancing Privacy Protection) Act 2012. If We disclose personal information to you for any reason you must also act in accordance with and comply with the terms of the Privacy Act and the Australian Privacy Principles.

Purpose for collection of information:

The information contained in this document and any other documents provided to Us will be dealt with in accordance with our respective Privacy Policies.

Disclosure of Information that you provide to us:

Community Underwriting and Insurer(s) will only use the information in accordance with the terms of the Privacy Policies. Without limiting the application of the Policy Community Underwriting and Insurer(s) may disclose personal information to other individuals or organisations in connection with your claim, including legal advisors, other parties, other lawyers, experts and witnesses, courts and tribunals and other organisations that need to be involved in the matter. By submitting your notification and continuing to deal with us you consent to Community Underwriting, Insurer(s) and these parties collecting, using and disclosing personal and sensitive information about you for these purposes. By signing the claim form you are consenting to the above.

You warrant to us that where you provide us with personal information that you have collected from other individuals:

- that the information has been collected in accordance with the Privacy Act 1988 including the Privacy Amendment (Enhancing Privacy Protection) Act 2012.
- that We are authorised to receive that information from you and to use it for the purpose of providing legal claims management services and advice.
- you, and the person who provided you with the information, are aware and have complied with the Privacy Act 1988 and have notified the person about whom the personal information is collected of the collection use and disclosure of such information.

By executing the claim form you are indemnifying Community Underwriting and Insurer(s) against any breach that arises directly or indirectly out of any act or omission of your part which does not accord with the conduct required under the Privacy Act 1988.

Direct Marketing:

We do not disclose personal information that We collect to a third party for the purpose of allowing them to direct market their products and services unless you have given Us Your permission for Us to do this.

Cross Border:

We will share your personal information with the Community Underwriting and the Insurer(s). Our data containing your information is stored in our data centre using dedicated hardware and network. We may also use Saas, Cloud computing or other technologies from time to time and your information may be stored outside Australia. We will not transfer personal information to a recipient in a foreign country unless We have appropriate protections in place as required by the relevant privacy laws. Your information will be stored on our data base for such period of time as required by law.

Further information

If you would like further information, please review our full Privacy Policy on our website or if you have any complaints or concerns over the protection of the information you have given to us or that we have collected from others, contact send an email to admin@communityunderwriting.com.au.

Complaints and Dispute Resolution

Any enquiry or complaint relating to this insurance should in the first instance be referred to:

Complaints Manager
Community Underwriting Agency Pty Ltd
P.O. Box 173, Balmain NSW 2041

If you think we have let you down in any way, or our service is not what you expect (even if through one of our representatives), please tell us so we can help. We are committed to resolving your complaint fairly.

We will address all complaints, except where specific circumstances apply, in accordance with Community Underwriting's Complaints Handling Process. This process is compliant with the Insurance Council of Australia's Code of Practice. Both the Code of Practice and our Complaints Brochure, which contains a guide to our process, are available upon request.

If you have a complaint:

Step 1: On the spot, if we can!

You can contact us by:

Phone: +61 2 8045 2580

Email: service@communityunderwriting.com.au

Mail: PO Box 173 Balmain NSW 2041

- If we can't resolve your complaint immediately, we will commit to responding to your complaint within 15 business days of first being notified of the complaint.
- If we need more information or more time to respond properly to your complaint we will contact you to agree an appropriate timeframe to respond.

Step 2: Internal Dispute Resolution

- If you are not happy with our response, please tell us in writing. You may escalate it as a dispute and our Internal Dispute Resolution panel (the panel) will review the matter. The panel will be independent of the person who initially considered your complaint.

- The Disputes Resolution Officer will acknowledge your dispute in writing within 2 business days of receipt and will investigate all details of your dispute and will provide you with a written response of the outcome within 15 business days of first being notified of your dispute.
- In some cases we may be unable to reach a conclusion within this timeframe, and may request a later response date. If this occurs, we will keep you informed of progress of the dispute no less than once every 10 days.

Step 3: External Dispute Resolution scheme

Should we be unable to resolve your complaint (including the IDR process referred to above) within 45 days or you are not happy with our response/handling of your complaint at any given time, you can seek an external review via our external dispute resolution scheme, administered by the Australian Financial Complaints Authority (AFCA).

This is an independent national body and its services are free to you. As a member we agree to accept the FOS' decision. You can contact the AFCA by:

Mail: Australian Financial Complaints Authority Ltd,
GPO Box 3, Melbourne, Victoria 3001;
Phone: 1800 931 678;
Facsimile: (03) 9613 6399
Website: www.afca.org.au

About Community Underwriting

Community Underwriting Agency Pty Ltd (ABN 60 166 234 715, AFSL 448274) (Community Underwriting) was set up by NSW Meals on Wheels Association Inc in 2014 to specifically cater for insurance to the not for profit community sector in Australia.

Our insurance products are underwritten by:

- Berkley Insurance Australia (Berkley) (ABN 53 126 559 706, AFSL 463129)
- Mitsui Sumitomo Insurance Company Ltd (MSI) ABN 49 000 525 637 AFS License No. 2401816, or
- Berkshire Hathaway Specialty Insurance Company (Inc. Nebraska, USA) ABN 84 600 643 034 - Excess Liability only

the insurers.

Community Underwriting acts under a binding authority as agent for the insurer(s) to issue, vary and cancel policies on their behalf.

In all aspects of this policy, Community underwriting acts as an agent for the insurer(s) and not for you.

About the Insurers

The Berkley Group of companies is led by Berkley Corporation, located in Greenwich, Connecticut, USA. It is listed on the New York Stock Exchange under the symbol WRB. Member companies of the Berkley Group have offices across the USA and in the United Kingdom, South America, Continental Europe, Australia, Singapore and Hong Kong.

Mitsui Sumitomo is part of the Tokyo listed MS&AD Insurance Group with a network of offices across 42 countries and regions. You can learn more about MSI at www.msi-oceania.com

Berkshire Hathaway Specialty Insurance Company is a division of the Berkshire Hathaway group of insurance companies.