NFP INSURANCE QUOTATION REQUEST
GENERAL LIABILITY AND ASSOCIATION LIABILITY

Community Underwriting

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 a binding authority 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 Expiry Date Current Insurer ASL Retroactive Date
Primary Contact Name	Are you registered for GST? ☐ No ☐ Yes
Phone Number	If Yes, what is your ABN?
Registered Address	Name of any Interested Parties e.g. Mortgagee/Lessee:
Do you consent to receiving correspondence by email? ☐ No ☐ Yes	Type of interest
Email Address	
Type of Organisation Not for Profit registered with the ACNC ☐ Unregistered Not for Profit ☐ Community Group ☐ NDIS Provider (private company) ☐ Other entity	Are you stamp duty exempt? NSW Charity Exemption (3 year) ☐ NO ☐ YES NSW Small Business Exemption (1 year) ☐ NO ☐ YES NT Charity Entity Exemption (ongoing) ☐ NO ☐ YES 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

General Liability (Public and Products Liability)

What level of cover do you require?	☐ $10 million ☐ $20 million ☐ $30 million ☐ $50 million	
Number of employees Full Time Part Time	Number of volunteers (including the Board)	
Contractors / sub contractors / labour hire personnel	Estimated Number ☐ Annual expenditure ☐	Activities
Do you ensure that all contractors / sub contractors / labour hire organisations have their own liability insurance ☐ Yes ☐ No		
Member based organisations – Estimated number of members		

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 %

Do you manufacture or supply any products? ☐ No ☐ Yes If Yes, please provide details

As an organisation, do you maintain a record of incidents/events that may give rise to a claim against the organisation? ☐ No ☐ Yes

If Yes, please advise how long these records are kept

Does the organisation have a risk register and formal risk management policies and procedures? ☐ No ☐ Yes

Do you have a volunteer register? ☐ No ☐ Yes

Premises – Number of premises utilised by your group Owned Leased/Rented

Faith Based Organisations

Estimated number in the congregation	Additional activities outside of religious services, pastoral care, counselling and religious education:

Childcare

Does your organisation care for children?	No ☐ Go to **"Transportation"**	Yes ☐ please continue with the next question

What is the type of care provided (e.g. long day care, child minding, outside schools hours care, overnight care, short day care, playgroup, Sunday school etc.)?

Number of children cared for	What is the age range of the children?	Are parents present at the location when care is provided? ☐ No ☐ Yes
Operating Hours	Number of days open during the week	
What is the maximum no of children under 4 years of age on the premises at any one time?	What is the carer to child ratio?	
Do the premises comply with Government legislation ☐ No ☐ Yes	Is your childcare operation accredited under the NQF through the Australian Children's Education and Care Quality Control (ACECQA)? ☐ No ☐ Yes	

Transportation

Does your organisation provide transportation of clients as part of your activities? No ☐ Go to **"Adult/Youth Accommodation"** ☐ Yes

If Yes, please advise how often and for what purpose

Where employee or volunteer vehicles are used to transport clients do you ensure that the employee / volunteer is properly licensed, has a vehicle in safe working condition with fully comprehensive insurance? ☐ No ☐ Yes

Adult / Youth Accommodation

If there is more than one premises, please provide details on separate page for each

Do you provide either or both of the following accommodation ☐ Day Accommodation ☐ Overnight Accommodation

If Yes, please complete the "Adult / Youth Accommodation Questionnaire"

Home Visits

Do You conduct Home Visits?	☐ No ☐ Yes
Estimated home weekly visitations?	What services are generally provided when you visit?

Respite or Similar Care

Does your organisation provide respite or similar care?	No ☐ Go to "Allied Health or Medical Services"	Yes ☐ If Yes, please continue with the next questions

What activities are required to be carried out which follow procedures or protocols issued by a competent authority, e.g. medical treatment?

Minimum qualifications of your people in control of respite care, brain injury or similar operations

Do your employees or volunteers administer drugs or medicines of any kind? ☐ No ☐ Yes - If Yes, please advise what procedure are in place.

How do you make sure these procedures are followed?

Do people you care for stay overnight in your facility?	☐ No ☐ Yes	If Yes, please advise what the average stay is

Allied Health or Medical Services

Does your organisation provide or organise any allied health or medical services to clients?	☐ No ☐ Yes

If yes, please state the number of people engaged in the following categories:

Healthcare Professionals:	Full time employees	Part time & casual employees	Contractors	Separately Insured
Acupuncturists, Chinese medicine practitioners, chiropractors, osteopaths, physiotherapists, podiatrists				
Nurses				
Psychologists				
Dietitians, nutritionists, occupational therapists, speech pathologists				
Audiologists, pharmacists				
Paramedics and midwives				
Other (provide details):				
Medical Professionals:				
General practitioners				
Surgeons, cardiologists, obstetricians, anaesthesiologists				
Medical radiation practitioners, pathologists				
Dental practitioners, optometrists, psychiatrists				
Paramedics and midwives				

Labour Hire / Contractors / Subcontractors

Does your organisation engage the services of labour hire and/or contractors or sub contractors to perform activities on your behalf?	☐ No ☐ Yes
If yes, what is the estimated expenditure for the next 12 months	

Description of the nature of work conducted

Social or Recreational Activities

Does your organisation arrange or participate in any social or recreational activities? If Yes, please tick all the appropriate activities and list the duration and estimated number of people to attend.	☐ No ☐ Yes

Activity	Duration	No. During the Year	No. of People Attending	Locations
☐ Sightseeing trips				
☐ Walks / hikes (graded <4 under the Australian Walking Track Grading System)				
☐ Non-contact sports				
☐ Contact sports				
☐ Market stalls - organised by you				
☐ Market stalls - attended by you as a stallholder				
☐ Fun runs, cycling events (max 20km distance)				
☐ Floats, motorised parades, non-static exhibitions				
☐ Fire pits, smoking ceremonies, back burning				
Other:				

Is alcohol allowed or supplied at any of the above activities?	☐ No ☐ Yes	If Yes, please complete our "Alcohol Questionnaire"

Use of Premises

Are any of your premises used by other third parties? ☐ No ☐ Yes - If yes please confirm the following

☐ Used by other NFP or other community group for meeting, religious or community activity – no fee charged
☐ Used by other NFP or other community group for meeting, religious or community activity –fee charged
☐ Used by other third parties for weddings, birthdays and religious celebrations (no cover provided for 18th or 21st birthday parties, B & S balls or similar)
☐ Formal hire agreements in place ☐ Separate liability insurance required to be in place with minimum of $10m

Events

If your organisation organises, promotes or co-ordinates any event held outdoors:	
– at your premises with more than 150 attendees	☐ No ☐ Yes
– at third party commercial premises with more than 750 attendees	☐ No ☐ Yes
– not held on your premises or in commercially operated premises; with more than 250 people	☐ No ☐ Yes
If Yes, please complete our "Events Questionnaire".	

If your organisation organises, promotes or co-ordinates any camps you will need to complete our "Campground Questionnaire".

Higher Hazard Activities

Does the organisation engage in any of the following higher hazard activities?

Activity		Run and insured by external provider	Activity		Run and insured by external provider
Abseiling	☐ No ☐ Yes	☐ No ☐ Yes	Motor bike / quad bike rides	☐ No ☐ Yes	☐ No ☐ Yes
Archery	☐ No ☐ Yes	☐ No ☐ Yes	Outdoor rock climbing	☐ No ☐ Yes	☐ No ☐ Yes
Canyoning / caving	☐ No ☐ Yes	☐ No ☐ Yes	Paintball / skirmish	☐ No ☐ Yes	☐ No ☐ Yes
Flying fox / zip lines	☐ No ☐ Yes	☐ No ☐ Yes	Rope courses, tug-of-war	☐ No ☐ Yes	☐ No ☐ Yes
Horse riding / equestrian	☐ No ☐ Yes	☐ No ☐ Yes	Rifle / firearms / pyrotechnics	☐ No ☐ Yes	☐ No ☐ Yes
Jet skiing	☐ No ☐ Yes	☐ No ☐ Yes	Skateboarding	☐ No ☐ Yes	☐ No ☐ Yes
Jumping castles / inflatables	☐ No ☐ Yes	☐ No ☐ Yes	Trampolining	☐ No ☐ Yes	☐ No ☐ Yes
Martial Arts	☐ No ☐ Yes	☐ No ☐ Yes	Other	☐ No ☐ Yes	☐ No ☐ Yes

Water Based Activities

Does the organisation use a swimming pool or conduct water-based activities ☐ No ☐ Yes – If Yes please confirm the nature of these activities

☐ Own pool	Activities conducted No of participants Ratio of teacher to participants in compliance with Austswim guidelines ☐ No ☐ Yes Water safety supervision in compliance with Austswim guidelines ☐ No ☐ Yes Signage and fencing compliant with government requirements ☐ No ☐ Yes
☐ Third party or public pool	Activities conducted No of participants Ratio of teacher to participants in compliance with Austswim guidelines ☐ No ☐ Yes Water safety supervision in compliance with Austswim guidelines ☐ No ☐ Yes
☐ Inland waterways (lake, dam, lagoon, river, creek or stream)	Activities conducted No of participants Ratio of teacher to participants in compliance with Austswim or Paddle Australia guidelines ☐ No ☐ Yes Water safety supervision in compliance with Austswim or Paddle Australia guidelines ☐ No ☐ Yes
☐ Open waterways (beach, ocean, harbour)	Activities conducted No of participants Ratio of teacher to participants in compliance with Austswim or Paddle Australia guidelines ☐ No ☐ Yes Water safety supervision in compliance with Austswim or Paddle Australia guidelines ☐ No ☐ Yes

Optional Extensions

Does the organisation require any of the following Optional Extensions under the Policy:

1. Molestation	☐ No ☐ Yes (not available to all organisations) Please complete separate application
2. Prior Acts Claims Made Coverage	☐ No ☐ Yes (coverage where you have previously arranged insurance for Personal Injury and/or Property Damage that provided indemnity on a "claims made" basis
3. Compensation for Temporary Staff Costs	☐ No ☐ Yes (if Molestation extension has been provided - not available to all organisations)

Voluntary Workers Personal Accident

What types of activities will the voluntary workers be engaged in?	Total No of Volunteers	Maximum no of volunteering at any one location at the same time
Number of Board members		
Number of volunteers engaged in managerial, clerical, administrative, sales, fund raising, client care, transport, domestic, kitchen, animal care, general maintenance, gardening or similar		
Number of volunteers engaged in manual handling, construction, farming, landcare, heavy manual labour or similar		

Please provide an estimated breakdown of volunteers by location:

ACT NSW NT QLD SA TAS VIC WA Overseas %

Will any Insured Persons fly as a pilot or passenger in any aircraft other than on scheduled airlines?	☐ No ☐ Yes	If Yes, please state the details
Has any person ever been injured while doing voluntary work for the organisation?	☐ No ☐ Yes	If Yes, please state the details

Cover Required: ☐ $250,000 Death and Capital Benefits / $1,000 Weekly Benefit ☐ $500,000 Death and Capital Benefits / $2,000 Weekly Benefit

Aggregate Limit Required: ☐ $1,000,000 ☐ $2,000,000

Association Liability

(please complete if you are applying for this cover)

Required Total Sum Insured	☐ $1,000,000	☐ $2,000,000	☐ $5,000,000	☐ $10,000,000	☐ $20,000,000

Directors and Officers cover

Has any director 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 any 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.

Activity Addendum (all applicants to complete)

Please tick all the activities below that your organisation carries out, showing the percentage this activity represents of your total activity.

Activity		Percentage of Total Overall Activity
☐ Meal Delivery Service		%
☐ Food Preparation/Kitchen		%
☐ Centre-based Meals		%
☐ Transport Service		%
☐ Day Care facility ☐ Aged ☐ Disabled ☐ Children		%
☐ Respite Care ☐ Aged ☐ Day – Short ☐ Day – Long ☐ Overnight ☐ Extended 2 or more days ☐ Children ☐ Day - Short ☐ Day - Long ☐ Overnight ☐ Extended 2 or more days		%
☐ Neighbourhood Centre		%
☐ Home Modification and Maintenance ☐ Lawn Mowing/Gardening only		%
☐ Neighbour Aid		%
☐ Transport		%
☐ Home Assessment		%
☐ Counselling		%
☐ Education/Training		%
☐ Information Referral		%
☐ Migrant Resource Centre		%
☐ Personal Care and/or other Home Help		%
☐ Religious services, pastoral care, religious counselling and education		%
☐ Op Shops		%
☐ Resident Action Group/Progress Association		%
☐ Nature and animal observation / protection		%
☐ Tourist information, museum or historical society		
☐ Hostel/Supported Accommodation If Yes, please advise the following details ☐ Type of premise i.e. house/self care unit ☐ General Construction ☐ No. of residents per building ☐ Approx. age of building ☐ Fire Protection ☐ Average length of stay of residents		%
☐ Childcare Activities ☐ Long Day Care ☐ Before and after school care ☐ Playgroup i.e. parents in attendance ☐ Short Care while parents involved in group activity ☐ Short Day Care ☐ Vacation Care ☐ Overnight Care Ratio of carers to children		%
☐ Other activities – please provide details		%
TOTAL (please ensure your activities total 100%)		**%**

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.