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Corporate Member Australian and New Zealand Institute of Insurance & Finance
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AGED CARE PROVIDERS COMBINED LIABILITY INSURANCE APPLICATION FORM

POLICY 1 - General & Products Liability; **POLICY 2** - Professional Indemnity and Malpractice Liability (incl.) Fidelity; **POLICY 3** - Directors and Officers Liability (incl.) Employment Practice Liability

IMPORTANT NOTICE: PLEASE READ & RETAIN IN YOUR FILE

For the purpose of this application the term **you / your / Insured** means the Insured as defined in: Paragraphs 1.5 of Policy 1; and /or 7.6 of Policy 2; and/or 7.5 of Policy 3.

For the purpose of this application the term **we / our / us** means Australis care and /or Australis Group (Underwriting) Pty Ltd and/or the Insurer.

Policies 2 and 3 are issued on a Claim Made Basis:

This means that these sections of the policy respond to: -

1. Claims first made against the Insured during the Period of Insurance and notified to the Insurer during that Period of Insurance, provided that the Insured was not aware prior to the policy inception of circumstances which would have put a reasonable person on notice that a Claim may be made against the Insured, and
2. If during the currency of the policy, the Insured becomes aware of any occurrence which may give rise to a Claim under the policy and during the Period of Insurance gives written notice to the Insurer of such occurrence, any Claim which may be subsequently made arising out of the occurrence of which notification has been given shall be deemed to be a Claim made during the period of this policy whenever such Claim may be made.

When the policy expires, no new claims can be made on the policy even though the event giving rise to the Claim may have occurred during the Period of Insurance.

No indemnity will be provided under this policy in respect of any Claim arising out of circumstances of which the Insured was aware at any time prior to inception and which would have put a reasonable person on notice that a Claim may be made.

Your Duty of Disclosure

Before entering into a contract of general insurance you have a duty under the *Insurance Contracts Act*, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and if so, on what terms. You have the same duty to disclose matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matters:

- that diminish the risk to be undertaken by the Insurer;
- that is common knowledge;
- that your Insurer knows or in the ordinary course of their business ought to know; or
- as to which compliance with your duty is waived by the Insurer.

You should note your duty continues after the application form has been completed until the policy is entered into, that is until the date the insurer receives instruction to bind cover.

Non-disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from the beginning. It is therefore vital that you enquire of all entities comprising the insured, including senior staff, before completing the application form and before you sign any declaration confirming the accuracy of in the information disclosed

Surrender or Waiver of Any Right of Contribution or Indemnity

Where another person or company would be liable to compensate the insured or hold the Insured harmless for part or all of any Loss or damage covered by the policy, but the Insured has agreed with that person or company either before or after the inception of the policy that recovery of any Loss or damage from that person or company would not be sought, the Insured will not be covered under this policy for any such Loss or damage.

Contracts by Insured Affecting Rights to Subrogation

If the proposed contract of insurance includes a provision which excludes or limits the Insurer's liability in respect of any loss because the Insured is a party to an agreement which excludes or limits rights to recover damages from a third party in respect of that Loss, signature of any such agreement may place the indemnity under the proposed contract of insurance at risk.

PRIVACY POLICY

At Australis GROUP (UNDERWRITING) Pty Ltd, we and the Insurer are committed to protecting your privacy in accordance with the Privacy Act, 1998 (Cth). This Privacy Policy describes our/the Insurers' current policies and practices in relation to the handling and use of Personal Information.

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

When we arrange insurance on your behalf, we ask you for the information we need to advise you about your insurance needs. We provide any information that the insurers or intermediaries who we ask to quote for your insurances and premium funding require to enable them to decide whether to insure you and on what terms. Insurers may in turn pass on this information to their reinsurers.

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 to consider your claim, e.g. loss adjusters, medical advisers etc) to enable the Insurer to consider your claim. Again this information may be passed on to reinsurers.

We also use your information to send you requested product information and promotional material and to enable us to manage your ongoing requirements, eg renewals, and our relationship with you, eg invoicing, customer surveys etc.

We may occasionally notify you about new services and special offers, events or articles we think will be of interest to you. We may send you regular updates by email or by post on insurance. If you would rather not receive this information, email or write to us.

We may use your information internally to help us improve our services and help resolve any problems.

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

Insurance law requires you to provide your insurers with all the information they need in order to be able to decide whether to insure you and on what terms.

How do we hold and protect your information?

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we/the Insurer 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 endeavor to protect any personal information that we hold from misuse and loss, and to protect it from unauthorized access, modification and disclosure.

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, e.g. to handle mailings on our behalf or to other companies in the event of a corporate sale, merger, reorganization, dissolution or similar event. However, we will do our best to ensure that they protect your information in the same way that we do.

We may provide your information to others if we are required to do so by law 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.

If you wish to access or correct your personal information please write to the Privacy Officer, GPO Box 247, Sydney NSW 2001. We do not charge for receiving a request for, or providing access to, personal information or for complying with a correction request.

ADDITIONAL INFORMATION

Inadequate Space to Answer

If there is inadequate space to answer our questions on this application form, please use the additional information section provided to answer the questions. Please also attach any brochures, promotional pamphlets or other publications relevant to this application for insurance.

THE INSURED

1. Please provide details of the proposed Insured including trusts and/or trading names.
Please note The Definition of **Insured** in the policy includes the Insured Named below and any subsidiary company (including subsidiaries thereof) therefore there is no need to list subsidiaries of the companies listed below.
You are however required to declare all business activities and turnover (refer questions 7 & 8) for your entire business including all subsidiaries for which coverage is proposed.

2. Please provide details of other parties that require coverage under Policy 1 General and Products liability, this may consist of financiers; property owners, principals for who you are providing service and the like.
 Coverage afforded to the entities/persons noted below will only apply to the vicarious liability arising out of the Insured's business.

3. Please select and tick the legal status of the above Insured's:
 Private Company Public Company Not for Profit Organization

4. Are you registered for GST purpose? Yes No **If Yes**, what is your ABN _____
If No, please provide Tax Credit _____%

5. Are your insurances stamp duty exempt? Yes No
If yes, please provide Certificate Date _____/_____/_____ and Number _____
 When was your Business as noted in question 1 established? ____/____/____

6. Period of Insurance ____/____/____ to 4.00 p m ____/____/____

BUSINESS / PROFESSIONAL ACTIVITIES

7. Please provide full details in respect of the Business Activities / Insured's Profession of those companies noted in Question 1. If more than one, please tick all appropriate boxes):

- Home & Community Care (If you tick this box, please complete questions 11 to 14)
- Hostel (Low Care)
- Nursing Home (High Care)
- Serviced Apartments
- Respite Services
- Independent Living Units
- Retirement Village
- Real Property Ownership (If you tick this box, please provide details in Question 15)
- Day Care Centre for non Residents
- Kitchen Services for Non residents
- Laundry Services for non residents
- Consultants (Please provide details)
- § Management of Aged Care Facilities (only tick this box if a separate company has been established to Manage your or other Aged Care Facilities)

If you are involved in any other Business or Profession for which you require coverage under this application (proposed insurance) please provide details for the Insurer's consideration:-

Please note, other then for Retirement Villages this insurance is intended to cover Geriatric Care and Community Care, if you require cover for other services / activities you must advise us of those other services / activities in writing. Cover will only apply for services other than Geriatric Care and Community Care if accepted by the Insurer.

- 8 Please provide details of the Turnover for all Business Activities / Profession noted in question 7 above.
- § Estimated turnover current financial year \$ _____
 - § Actual turnover during the last financial year \$ _____
 - § Actual turnover during the previous financial year \$ _____

For the calculation of **Stamp Duty** please indicate your Turnover in percentage terms split by state as follows:-

STATE	NSW	VIC	QLD	SA	WA	TAS	NT	ACT
PERCENTAGE								

9. Estimated annual payroll split as follows:

• Principals/Partners	No _____	Wages \$ _____
• Office Staff	No of staff _____	Wages \$ _____
• Registered Nurses / Enrolled Nurses	No of staff _____	Wages \$ _____
• Attendant Carers/Personal Care Attendants	No of staff _____	Wages \$ _____
• Food & Domestic Services Staff and the like.	No of staff _____	Wages \$ _____
• Physiotherapists / Podiatrists / Occupational Therapists	No of staff _____	Wages \$ _____
• Other – List Type _____	No of staff _____	Wages \$ _____
Total		Total \$

Do you anticipate or do you regularly use contractors?

If 'yes', please provide contract value

\$ _____

Do you ensure that, and record that all contracted personnel, have their own Malpractice Insurance / Professional Indemnity Insurance and General Liability Insurance or that they are covered by the Employment Agency used to source their services. Yes No

10. Please advise the number of beds or units (whichever is applicable), split as follows:

Low Care Beds	High Care Beds	Independent Living units	Retirement Village Units	Serviced Apartments	Respite Beds

ONLY COMPLETE QUESTIONS 11 to 14 IF YOU HAVE TICKED HOME & COMMUNITY CARE BOX IN QUESTION 7

- 11 Please indicate if you are involved in any of the Activities listed below and indicate the number of clients receiving the particular service.

• Domestic Assistance	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Personal Care	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Home Maintenance	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Home Modification	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Meals & other Food Services	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Nursing Care	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• At home Respite Care (not at your premises)	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Paramedic services such as Physiotherapy,	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Podiatry or other services	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____
• Other	Yes <input type="radio"/>	No <input type="radio"/>	Number of Clients _____

If 'other' please provide details for the insurers' consideration

12. Please indicate total number of Clients receiving the above services and turnover derived from all such services:

Total Number of Clients _____ Turnover \$ _____

13. Do you comply with the Department of Health & Aged Care Guidelines? Yes No
If 'no', please advise if any other standards are adhered to.

14. Do each of your clients have a documented & signed care plan detailing services agreed? Yes No
If 'yes', please provide a copy of a typical service contract by attaching it to this application.

15a. Location/s of Premises **occupied** for the purpose of conducting your Business.

Address / Location	Owned or Leased	Purpose Built
	Owned <input type="radio"/> / Leased <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>
	Owned <input type="radio"/> / Leased <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>
	Owned <input type="radio"/> / Leased <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>
	Owned <input type="radio"/> / Leased <input type="radio"/>	Yes <input type="radio"/> No <input type="radio"/>

15b Please list other Land Holdings or Properties **owned but not occupied** by the You.

Address / Location	Land or Building	Occupied as
	Land <input type="radio"/> / Building <input type="radio"/>	
	Land <input type="radio"/> / Building <input type="radio"/>	
	Land <input type="radio"/> / Building <input type="radio"/>	
	Land <input type="radio"/> / Building <input type="radio"/>	

Are all the buildings noted in questions 15a and 15b in good repair and comply with Council and Fire Brigade Regulations Yes No

If "no," Please provide details of upgrades required.

16a. **If the facility is a Government funded facility**, please provide details of current accreditation as issued by the Standards Agency. The facility/ies are accredited from ___/___/___ to ___/___/___. The Standards & Accreditation Agency found that the facility/ies noted in Question 15 complied with _____ out of 44 expected outcomes.

Are there currently any outstanding requisitions in respect to your accreditation? Yes No N/A

AND / OR

16b. **If the facility is not a Government funded facility**, please confirm it is currently certified by the Department of Human Services. The facility / ies noted in Question 15 are certified by the Department of Human Services until ___/___/___.

Are there currently any outstanding requisitions in respect to your certification? Yes No N/A

AND / OR

16c Are you a member in good standing of the Retirement Village Association Yes No N/A

17. Please indicate if the facility has any of the following recreational facilities:-

- Swimming Pool/ Hydrotherapy Spa Yes No
- Lawn Bowls: Tennis Courts; Golf Course Yes No
- Woodwork or Metalworking facilities for residents Yes No
- Club House Yes No

Are any of these facilities used by or hired to anyone other than residents and their guests? Yes No

If 'yes please provide details:

18. Do you assume liability under contract or hold harmless agreement or assume a duty or obligation by way of contract, warranty, guarantee which exceeds your liability in the absence of such contract, warranty or guarantee Yes No
Please note that coverage will only attach if specifically agreed by the Insurer for contracts which exceed your liability in the absence of such contract, warranty or guarantee.

If you answered 'yes', and would like Insurers to consider offering you coverage please provide details and attach copy of contract(s):

19. Do you ensure that, and record that, any and all nursing staff, physiotherapists, Podiatrists, Speech Therapists and the like employed by you or who provide services on your behalf i.e. contracted staff are fully qualified, registered and licensed to perform all relevant activities as required by applicable legislation? Yes No N/A

20. Are you or the residents (including Resident Association) involved in fundraising activities such as Community Fair, Fete or Car Boot Sales, Farmers market, Carols by Candlelight, Dinner Dance and the like? Yes No

If 'yes' please provide details:

Please note there are special terms and conditions which operate to qualify for coverage in the policy.

21. Has the Business ever traded under a different name? Yes No

If 'yes, please provide details:

22. Has the Business ever been involved in any Merger/Takeover/Acquisition? Yes No

If 'yes', please provide details in chronological order:

23. Does the Business envisage that any changes in ownership or operation may take place during the forthcoming insurance period? Yes No

If 'yes, please provide details:

24. Please tick the appropriate box.

Are all new employees required to present references on applying to work at your facility? Yes No

Are Background police checks and procedures in place for new employees? Yes No

Are policies and procedures in place for safe work practices? Yes No

25. Do you presently carry Malpractice Liability and/or Professional Indemnity Insurance? Yes No

If 'Yes,' please advise the following details:

Insurer: _____

Expiry Date: ____/____/____

Limit of Indemnity: \$ _____ Premium: \$ _____

For how many years have you continuously held Malpractice / Professional Indemnity Liability Insurance? ____ Years

26. Do you intend to undertake any construction / renovation activity during the next twelve months? Yes No

If 'yes, please advise details, if "No" there is no need to answer questions 27 to 30:

Estimated total aggregate contract value of all works during policy period: \$ _____

Date of commencement: ____/____/____ date of completion: ____/____/____

Number of additional beds / units (if any) as a result of construction work:

Nursing Home _____ Retirement Village Units _____ Hostel / SRS Units _____ Other _____

27. Will the builders / project managers be contractually required to hold contract works liability cover with an authorised insurer noting your interest as principal? Yes No

28. Will you ensure that the contract works liability cover does not exclude injuries to any class of persons who may conceivably be brought on to the site (e.g. subcontracted tradesmen* Yes No

29. Rather than outsourcing construction, will you be an owner builder / project manager? Yes No

If "yes," will a separate liability insurance policy be purchased by you to cover your liability arising out of these construction activities Yes No

30. Do you obtain written confirmation that all providers of such activities hold separate public liability insurance noting the insured's interest Yes No

DIRECTORS & OFFICERS LIABILITY

ONLY ANSWER Qs 31 TO 37 IF YOU REQUIRE DIRECTORS & OFFICERS INSURANCE

31 Does the Insured Entity presently carry, Directors and Officers Liability Insurance? Yes No
If 'Yes,' please provide the following details:

Insurer: _____

Expiry Date: ____ / ____ / ____

Limit of Indemnity: \$ _____ Premium: \$ _____

For how many years has the Insured Entity continuously held Director and Officer Liability Insurance? ____ Years

32. Has there been any change, adverse or otherwise, in the financial position of any Insured Entity, or any events which have occurred which are not detailed in the annual report/s submitted or information of a material nature which could affect the financial position capital structure or operation of the Insured Entity / Insured Yes No
If 'yes, please provide details:

33. Has the Insured Entity issued any prospectus in the last 3 years or publicly disclosed its intention to make any public offering of securities within the next year? Yes No
 Is Prospectus Liability required? Yes No
If prospectus liability is required, please provide a copy of the prospectus document for underwriting consideration.

34. Has the Insured Entity or any subsidiary company:
 § Publicly announced that it is considering acquisitions, tender offers or mergers at the present time? Yes No
 § Made any acquisition, disposal, merger or takeover in the last 3 years? Yes No
 If yes to above, did the purchase include assumption of liabilities?
 § Been the subject of any attempted takeover bid/offer in the last 3 years or is aware of any current proposals relating to its takeover? Yes No
 § Has the Insured Entity sold any companies in the last five years? Yes No

If 'yes, please provide details:

35. Are the financial accounts of the Insured audited? Yes No
If 'yes', is the audit report qualified? Yes No
If 'yes', please attach the qualification to this application.

36. Has any director or executive officer of the Insured Entity ever been declared bankrupt or been a director or executive of an organization placed in receivership, liquidation or provisional liquidation? Yes No
If 'yes', please provide details.

37. Has there been or is there now pending any prosecution of the Insured Entity or its subsidiaries under the Corporations Act, Trade Practices (Fair Trading) Act, or any other statute? Yes No
If 'yes', please provide details.

OPTION EXTENSIONS

Please indicate whether any of the following additional covers are required, additional underwriting information may be required and an additional premium may be charged.

- Outside Directorships (other than Not for profit) Yes No
- Outside Directorships (Not for Profit) Yes No
- Joint Venture Liability Yes No
- Pre – acquisition Liability Yes No

EMPLOYMENT PRACTICES LIABILITY EXTENSION UNDER POLICY No 3
ONLY ANSWER Qs 38 to 43 IF YOU ARE APPLYING FOR EMPLOYMENT PRACTICES INSURANCE

38 Do you presently carry, Employment Practices Liability Insurance? Yes No
If 'Yes,' please provide the following details:

Insurer: _____

Expiry Date: ____ / ____ / ____

Limit of Indemnity: \$ _____ Premium: \$ _____

For how many years have you continuously held Employment Practices Liability Insurance? _____ Years

39. Outline the number of employees and workers of the Insured Entity for the past 3 years.

	Current Year	Last Year	Previous Year to Last Year
Full-Time Employees			
Part-Time Employees			
Temporary Workers / Contract Workers			

40. How many officers and other employees have resigned, been terminated (with or without cause) or have taken early retirement within the last 12 months:

- Employees _____
- Officers _____

41. Do you have a written Human Resources manual or equivalent written management guideline? Yes No

42. Have there been any facilities closures, consolidations or retrenchments within the previous 24 months or do you anticipate any facilities closing, consolidating or retrenchments within the next 24 months?? Yes No
If 'yes', please provide details including how many employees will be affected:

43. Has there been or is there now pending any prosecution or legal action of the Insured Entity; its subsidiaries and/or any Director or Officer under the Trade Practices Act; Unfair Dismissal or Anti Discrimination Legislation; Work Choices Legislation, Harassment or any other statute or any action relating to a breach of contract? Yes No

If 'yes', please provide details.

FIDELITY GUARANTEE INSURANCE EXTENSION UNDER POLICY No 2
ONLY ANSWER Qs 44 TO 48 IF YOU ARE APPLYING FOR FIDELITY GUARANTEE INSURANCE

44. Is the handling of cheques or cash limited to principals and office staff? Yes No
If 'no please provide details:

45. Are the books audited by an independent registered company auditor? Yes No
If 'yes how often: - _____
If 'no please provide details of internal audits performed and how often:
 Responsible officer _____ how often, _____

46. Do all cheques issued by your organisation require a counter signature? Yes No
If 'no please provide details:

47. Have you ever sustained any loss through the fraud or dishonesty of any person? Yes No
If 'no please provide details:

48. Do you obtain satisfactory reference when engaging employees who are responsible for handling cash or transferable documents? Yes No
If 'no please provide details:

CLAIMS HISTORY

49. Are any of the Principals, Partners or Directors aware (after enquiry of all staff, managers and contractors) of any facts, incidents, accidents or circumstances that may give rise to a claim of the type to be Insured under the proposed Public and Products Liability; Medical Malpractice / Professional / Indemnity Liability Policy (including Fidelity) or the Directors and Officers Policy (incl. Employment Practices liability) Yes No

If 'yes, please provide details:

Name of Claimant	Particulars	Date of Claim	Estimated Quantum
			\$
			\$
			\$
			\$

50. Have you had any claims made against you / the business or under your Public and Products Liability Policy, Medical Malpractice Liability policy, Directors & Officers Policy or Employment Practices Liability Policy during the past 5 years? Yes No

If 'yes, please provide details: Name of Claimant	Particulars	Date of claim	Insurer	\$ Value of claim
				\$
				\$
				\$

51. In relation to any of the Insurances requested herein have you ever had an Insurer:-
- A) Decline a proposal? Yes No
- B) Impose special terms/exclusions? Yes No
- C) Decline to renew your Insurance? Yes No
- D) Cancel your Insurance? Yes No

If 'yes, please provide details:

PLEASE INDICATE THE LIMITS OF LIABILITY REQUIRED.

- Policy 1 - Public & Products Liability:** \$5 million \$10 million \$20 million Other, Specify \$ _____
- Policy 2 - Medical Malpractice Liability:** \$2 million \$5 million \$10 million Other, Specify \$ _____
- Policy 2 - Fidelity Guarantee Extension:** \$10,000 \$ 20,000 \$50,000 Other, Specify \$ _____
- Policy 3 - Directors & Officers Liability:** \$2 million \$5 million \$10 million Other, Specify \$ _____
- Policy 3 - Employment Practices Liability Extension:** \$500,000 \$1 million \$2 million

DECLARATION AND SIGNATURE

For and on behalf of the Proposed Insured noted in Question 1.
 I hereby declare that I have read the **important notice** and that statements and particulars in this application are true and that I have not mis-stated or suppressed any material facts. I agree that this application form together with any other information supplied shall form the basis of any Contract of Insurance entered into. I undertake to inform the insurer of any material alteration to these facts whether occurring before or after completion of the Contract of Insurance.

Signature of Partner, Principal or Director	Date
X	

**PLEASE SIGN AND DATE THIS DECLARATION ON THE DAY THE DECLARATION IS MADE.
 Signature of this form does not bind the applicant or the Insurer to complete the Insurance.**

