

Disclosure of aggregated statistics from the National Claims and Policy Database

The Australian Prudential Regulation Authority (APRA) is releasing aggregated statistics from the National Claims and Policy Database. It is intended to provide insurers, the community and state and federal governments with a better understanding of public and products liability insurance and professional indemnity insurance, and the ability to monitor trends in premiums and claim costs.

APRA has released a restricted version of these statistics publicly but has assessed that the unrestricted version of these statistics should only be released to those who have demonstrated a need to know the unrestricted version of the statistics.

Any person requesting access to the unrestricted statistics must demonstrate a need to know the unrestricted information and agree to all requirements to access the data.

Terms and conditions

An individual accepts these Terms and Conditions by signing this document and providing a copy of the signed document to the person within the Organisation responsible for maintaining the register of individuals granted access.

Failure to comply with these terms and conditions

Where an organisation or an individual fails to comply with these Terms and Conditions, APRA may take any action it considers appropriate, including (but without limitation) restricting or terminating the organisation's and/or any individuals in the organisation, access to the unrestricted statistics

Terms and Conditions for accessing NCPD information – Individual

Definitions

APRA means the Australian Prudential Regulation Authority

APRA staff member has the meaning given to it by the *Australian Prudential Regulation Authority Act 1998*

Information means the unrestricted aggregated statistics from the National Claims and Policies Database

Organisation means the organisation that employs or has otherwise engaged the person seeking to access the Information

1. In relation to the Information, I will:
 - a. not attempt to use the Information to identify particular individuals or organisations to which the Information relates;
 - b. only use the Information to monitor trends in premiums and claim costs;
 - c. only disclose the Information to an individual outside the Organisation, or to another organisation, with the written approval of an APRA staff member or after confirming that the organisation has approval from APRA to access the Information and access to the Information will be restricted to individuals in the receiving organisation who have signed the Terms and Conditions for accessing NCPD information - Individual;
 - d. provide a signed copy of these Terms and Conditions to the person within the Organisation responsible for maintaining the register of individuals granted access;
 - e. subject to 1.c. only disclose the output of any review of the Information to an individual outside the Organisation, or to another organisation where those conclusions do not contain any individual data point from the Information;
 - f. as soon as is practicable, destroy the Information, and any copies of it if requested by APRA or the Organisation;
 - g. give APRA staff members access to any information, documents or premises for the purpose of ensuring that this undertaking has been complied with;
 - h. not attempt to avoid, override or otherwise circumvent the controls put in place by the APRA relating to access to the Information;
 - i. as soon as practicable, report to APRA if I become aware of any possible unauthorised access, modification, disclosure, use or interference of the Information, and will cooperate with APRA to contain, assess, remediate, notify and review the reported incident;
 - j. if required as a condition of giving written approval in accordance with subparagraph 1(c) of this undertaking, arrange for each individual who will have access to the Information and/or any

organisation (if applicable) to give APRA a written undertaking in a form agreed by an APRA staff member; and

k. cease accessing the Information:

- i. where required by an APRA staff member or the Organisation;
- ii. if I no longer require access to the Information; and/or
- iii. if I am no longer associated with the Organisation (for example, no longer providing services to the organisation).

3. Where the Individual is required to contact APRA, this may be done by emailing dataanalytics@apra.gov.au.

4. By signing these Terms and Conditions, I accept that a failure to comply with these terms and conditions may result in any of the following actions being taken which may include, but are not limited to:

- a. an APRA staff member requiring me to cease accessing the Information; or
- b. an APRA staff member requiring the Organisation to restrict or cease my access to the Information.

Signed by:

Name _____

Organisation _____

Position _____

Email _____

Signature _____

Date _____