

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 statistics and agree to all requirements to access the data.

Terms and conditions

Access to the unrestricted statistics is subject to acceptance of these Terms and Conditions by a Responsible Officer on behalf of the Organisation, which creates a legally binding agreement between APRA and the Organisation.

Any individual to whom the Organisation provides access to the restricted statistics must accept the terms and conditions set out in the 'NCPD information – Individual' document, prior to being provided access.

The Responsible Officer, and any individual to whom the Organisation provides access, accepts the Terms and Conditions by signing the 'NCPD information - Organisation' and 'NCPD information - Individual' documents respectively

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 (without limitation) restricting or terminating the organisation's and/or any individuals in the organisation, access to the unrestricted statistics.

Responsible Officer

For the purposes of these Terms and Conditions, the person signing them must be an officer of the Organisation who is authorised to enter into agreements on behalf of the Organisation and who acts within the scope of that authority, in accordance with arrangements approved by the Organisation.

Return of completed terms and conditions

A copy of the signed document may be provided to APRA at dataanalytics@apra.gov.au. Electronic signatures will be accepted.

Terms and Conditions for accessing NCPD information – Organisation

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*

Individual means an employee of the Organisation, or a third party engaged by the Organisation, who requires access to the Information

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

Organisation means the organisation that is seeking to access the Information

1. In relation to the Information, the Organisation 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 analyse trends in premiums and claim costs and to make insurance business related decisions;
 - 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. subject to 1.c. only make the Information available to an Individual who has accepted the Terms and Conditions set out in NCPD information – individual;
 - e. maintain a register of Individuals who have accepted the Terms and Conditions set out in NCPD information – individual;
 - f. appoint a contact officer to support compliance and respond to any inquiries from APRA;
 - g. 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;
 - h. as soon as is practicable, destroy the Information, and any copies of it, after:
 - i. the purposes for which the Information is disclosed to the Organisation have been achieved;
 - ii. the Organisation, including Individuals in the Organisation, have ceased accessing the Information in accordance with subparagraph 1(k) of this undertaking; or

iii. APRA removes the Organisation's access to the Information;

whichever occurs first;

- i. give APRA staff members access to any information, documents or premises for the purpose of ensuring that this undertaking has been complied with;
 - j. not attempt to avoid, override or otherwise circumvent the controls put in place by APRA relating to access to the Information;
 - k. as soon as practicable, report to APRA if the Organisation becomes 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;
 - l. ensure all Individuals accessing the Information (including individuals outside the Organisation) are aware of their obligations in relation to the Information, including under these terms and conditions and any other arrangement; and will support the Individuals to comply with their obligations, including by providing appropriate physical, technological, and supervisory environments when accessing the Information;
 - m. restrict or cease an Individual's access to the Information (including individuals outside the Organisation), where required by an APRA staff member;
 - n. 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 APRA; and
 - o. as soon as is practicable, inform APRA if the Organisation no longer requires access to the Information.
2. Where the Organisation is required to contact APRA, this may be done by emailing dataanalytics@apra.gov.au.
 3. By signing these Terms and Conditions I acknowledge that I am acting within the scope of authority exercisable by me, in accordance with arrangements approved by the Organisation.
 4. By signing these Terms and Conditions, the Organisation accepts 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 removing the Organisation's access to the Information and requiring the Organisation to destroy any copies of the Information it currently holds; or
 - b. an APRA staff member requiring the Organisation to restrict or cease an Individual's access to the Information, and/or APRA removing an Individual's access to the Information.

Signed by:

Name _____

Organisation _____

Position _____

Email _____

Signature _____

Date _____

Responsible officer:

Name _____

Organisation _____

Position _____

Email _____

Signature _____

Date _____