



## Special Liability Insurance Scheme (SLIS) FAQs

Agency	Question	Answer
<b>icare™</b>	1. What are the eligibility requirements to join the SLIS?	<p>NGO service providers who are contracted to deliver the following OOHC and youth homelessness programs and/or services on behalf of DCJ are eligible to apply to join the SLIS:</p> <ul style="list-style-type: none"> <li>• Permanency Support Program</li> <li>• Short-Term Emergency Placements</li> <li>• Alternative Care Arrangements</li> <li>• Individual Placement Arrangements</li> <li>• Special out-of-home-care</li> <li>• Casework Support Scheme – overnight respite</li> <li>• Specialist Homelessness Services</li> <li>• Homelessness Youth Assistance Program</li> </ul> <p>If an NGO is in the process of becoming a service provider for DCJ, icare will provide quote terms and once confirmation is received that a contract is in place then quote terms can be accepted.</p>
<b>icare™</b>	2. Why is cover only available for DCJ contracted OOHC and youth homelessness services?	<p>The purpose of the scheme is to address the specific market failure that has occurred in relation to PSA cover for OOHC and youth accommodation services.</p> <p>PSA/Molestation cover for other services is still available in the commercial market.</p>
<b>icare™</b>	3. Is eligibility limited to service providers who cannot obtain cover in the commercial insurance market?	<p>No. OOHC and youth homelessness providers who have been able to access PSA cover in the commercial market will be eligible to apply to the SLIS. Service providers can choose the cover that is appropriate for their organisation.</p>

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<b>icare™</b>	4. Is the SLIS compulsory for OOHC and youth homelessness providers?	No. The SLIS is not a compulsory scheme. You have the option to obtain cover from the commercial insurance market.
<b>icare™</b>	5. Are subcontractors eligible to apply to the SLIS?	Yes, subcontractors who are authorised to deliver part or all of the OOHC or youth homelessness services that DCJ has contracted an NGO to deliver are eligible to apply to the SLIS.

## Policy Coverage

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<b>icare™</b>	6. What's the period of insurance?	For the first year of the scheme the policy will run from 1 January 2025 to 31 March 2026. The reason the first year will be a 14-month policy period is to move the renewal cycle away from the Christmas shutdown period. After the first year, renewal periods will run from March to March.
<b>icare™</b>	7. Does the policy offer retro-active cover?	<p>Yes. The policy provides automatic retro cover for incidents back to 30 June 2007. Cover cannot be provided for matters before this date.</p> <p>Retroactive cover broadly covers you for past incidents that you did not know about when your insurance policy started at your current insurer.</p> <p>If your organisation had PSA cover previously at the time the incident occurred, there may be possible coverage from this policy.</p> <p>Retro-active cover will provide cover for claims made during the policy period for incidents that have already occurred.</p>
<b>icare™</b>	8. Is the policy wording drafted on claims made or claims occurrence?	<p>The policy wording has been drafted on claims occurrence wording.</p> <p>Occurrence cover will provide indefinite cover for PSA incidents that occur during the specified insurance period. It provides the greatest certainty for service providers given the typical 10-20 year delay between when abuse occurs and when a claim is made.</p> <p><b>An occurrence</b> policy covers claims arising from acts or incidents that occurred during the policy period, regardless of when the claim is made. For policies written on an occurrence basis, the timing of when the claim is made doesn't matter, it could be years later. What matters, is when the act or incident that gave rise to the claim took place.</p>

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<b>icare™</b>	9. Can cover be extended to activities that are not DCJ contracted OOHC and/or youth homelessness services?	No. The SLIS will cover DCJ contracted OOHC and youth homelessness services only. The scheme will not cover PSA liabilities arising from activities or services that are not included in the service providers OOHC and/or youth homelessness contract or service agreement with DCJ.
<b>icare™</b>	10. What does the policy cover and what is the Limit of Liability?	The Limit of Liability is \$10million per occurrence and in the aggregate during the policy period. The policy provides indemnity for your organisation for legal liability in relation to Physical and Sexual Abuse which is defined within the SLIS policy wording.
<b>icare™</b>	11. Will National Redress Scheme payments be covered by the scheme?	Yes. The policy provides cover for liabilities arising from either civil litigation or National Redress Scheme payments.
<b>icare™</b>	12. Can my organisation cancel the policy at any time?	Yes. Your organisation can cancel the policy at any time by notifying icare in writing. The cancellation will be pro rata from the date of cancellation, for which your organisation will receive a refund. If you have already made a claim under this policy, you may not receive a refund.
<b>icare™</b>	13. Are claims relating to peer to peer physical and sexual abuse covered by the policy?	The policy covers claims relating peer to peer physical and sexual abuse that arise from the delivery of DCJ contracted OOHC or youth homelessness services.
<b>icare™</b>	14. Under the SLIS are claims allowed to be lodged under the Redress Scheme and Civil Matters?	Survivors of abuse can only make one claim. It can be either through the Redress Scheme or a civil litigation claim. It can't be under both. If a claim has been made under a Redress Scheme and a civil litigation claim is also filed in a Court, then icare reserves its right to seek a recovery against the survivors of abuse as a double compensation payment cannot be made.

## Exclusions

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<b>icare™</b>	15. Are there any exclusions under the policy?	<p>Yes, the following exclusions apply to the policy:</p> <ul style="list-style-type: none"> <li>• Known Circumstances</li> <li>• Direct or intentional abuse</li> <li>• Known Sexual Offenders</li> <li>• Missing, expired or failed Working With Children Check (WWCC)</li> </ul> <p>Full details of the exclusions can be reviewed in icare's SLIS policy wording.</p>
<b>icare™</b>	16. Does the standard indemnity clause in DCJ contracts and deeds have any impact on cover in relation to the Assumed Liability exclusion? When does the Assumed Liability exclusion apply?	<p>The contractual arrangements with DCJ does not impact coverage in terms of the Assumed Liability exclusion. The exclusion may apply if your organisation voluntarily assumes liability of another person, for example, if it then subcontracts another NGO or person and accepts obligations that exceed what is legally expected of your organisation or waives the right to recover from another person. However, the Assumed Liability exclusion does not apply to the extent that your organisation would have incurred the liability anyway, for example, if you would be vicariously liable at law for another person's conduct regardless of any contractual arrangement providing for the same effect.</p>
<b>icare™</b>	17. What is the Known Sexual Offender exclusion?	<p>The Known Sexual Offender exclusion excludes claims where an NGO becomes aware, after undertaking relevant mandatory background checks and due diligence, that a person is a Known Sexual Offender (see the SLIS policy wording for definition of Known Sexual Offender), but nonetheless proceeds to or continues to employ or engage that person in its organisation.</p> <p>This exclusion is intended to prevent incidents that have historically occurred where organisations knowingly continued to employ or engage Known Sexual Offenders.</p>

## Excess/Deductible

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<b>icare™</b>	18. Can the excess be changed?	<p>The excess (sometimes called a ‘deductible’) cannot be adjusted. Following consultation and professional review across government, there are two tiers of excess available, being:</p> <ul style="list-style-type: none"> <li>• \$10,000 for organisations whose DCJ out-of-home care and youth homelessness annual funding revenue is below \$20 million,</li> <li>• \$50,000 for organisations whose DCJ out-of-home care and youth homelessness funding revenue is \$20 million.</li> </ul>

## Proposal Form & Supporting Information

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<b>icare™</b>	19. What information will I need to complete the proposal form?	<p>In order to complete the proposal form, you will need:</p> <ul style="list-style-type: none"> <li>• claims history reports for the last 5 years</li> <li>• copies of your organisation’s code of conduct policy</li> <li>• copies of your organisation’s training guidelines and/or manual for prevention of physical and sexual abuse</li> <li>• copies of your organisation’s policy and procedures for managing incidents or complaints of abuse and/or reasonable suspicion of abuse</li> <li>• commercial information about any relevant subcontracting arrangements</li> </ul>
<b>icare™</b>	20. How long will the quote terms be valid?	The quote terms expire after 30 days. If the quote terms are expired icare may request that the proposal form be resigned and dated due to duty of disclosure.
<b>icare™</b>	21. What happens if the proposal is not fully completed?	If the proposal form remains uncompleted you may request indicative quote terms from icare. The indicative quote terms will not allow a quote for cover to be bound on and may be subject to change on receiving the full completed proposal.
<b>icare™</b>	22. How do I accept icare’s quotation?	If your organisation wishes to accept icare’s quotation, simply respond to the email in which the quotation was issued. In your response, confirm that your organisation accepts icare’s quotation terms and state that you wish for the cover to commence on 1 January 2025. This process is referred to as ‘binding instructions’.

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icare™	23. Once I accept icare's quotation what will I be issued with?	Once you have accepted icare's quotation you will be issued with a Policy Schedule, Policy Wording, and Invoice. This may take up to 48 business hours to receive.
icare™	24. If I have an insurance broker, can they contact icare to make insurance cover requests on my organisation's behalf?	<p>If your organisation has appointed an insurance broker icare will require a Letter of Appointment to meet privacy requirements, allowing icare to discuss your insurance with your broker on your organisation's behalf.</p> <p><b>Letter of Appointment:</b> This needs to be on your organisation's letterhead, specifying the appointed broker. This grants the broker full access to your organisation's insurance program, including Policy Wording, Claims History, Premiums and Policy Schedule.</p> <p><b>Letter of Authority:</b> This also needs to be on your organisation's letterhead, indicating the broker who is being granted access. However, this only allows the broker to access claims history and policy wording. Letters of Authority do not grant full access to a broker as they are not the appointed broker.</p>

## Stamp Duty Exemptions

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icare™	25. Does stamp duty exemption apply?	<p>Within NSW there are two types of Stamp Duty Exemptions as follows:</p> <ol style="list-style-type: none"> <li>1. If your organisation is a not-for-profit (NFP) then you may have a NSW Office of State Revenue full insurance exemption <a href="https://revenue.nsw.gov.au/help-centre/resources-library/rulings/duties/dut034">revenue.nsw.gov.au/help-centre/resources-library/rulings/duties/dut034</a></li> <li>2. If you are a NSW business and your revenue is below \$2million. You can apply for the NSW small business Stamp Duty Exemption. This form will be sent with your proposal form. It only applies to Public Liability, Professional Indemnity and Motor Insurance. As the Special Liabilities Insurance Scheme is written on a Public Liability wording you may apply. A copy of the form is also downloadable on icare's website.</li> </ol>

## Claims & Claims History

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<b>icare™</b>	26. Will my organisation be required to provide a claims history report to seek quotation terms from icare?	Yes, if your organisation has held Physical and Sexual Abuse cover in the past you will be required to provide icare with your claims history for the past five years.
<b>icare™</b>	27. How will claims be managed by icare?	Gallager Bassett, a third-party claims administrator, will register claims on icare's behalf. Claims will be managed by icare Technical Claims Specialists, who are experienced in dealing with sensitive abuse matters. icare will also use their experienced legal panel services when handling sensitive abuse claims.
<b>icare™</b>	28. If I wish to leave the scheme will icare provide me with a claims history report?	Yes, upon any request from your organisation, icare are required to provide you with a claims history report.
<b>icare™</b>	29. If I have had previous claims history will icare decline to quote?	Where an NGO continues to be contracted by DCJ to provide services, icare will not generally decline to quote based on the claims history. icare may ask what improvements your organisation has made to reduce risk, and the claims history may impact the premiums charged to reflect the risk experience.

## Invoice

Agency	Question	Answer
<b>icare™</b>	30. How will premiums be paid?	icare will issue an invoice along with the policy schedule for your organisation. The invoice will include instructions for payment.

Renewal

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<b>icare</b> <sup>™</sup>	31. Is the policy an automatic renewal or will I be required to complete a proposal form each and every year?	Each and every year icare will require a proposal form. For the first year of joining the scheme, you will need to submit a 'long proposal form'. For the second and third years a short proposal form will be required. You will need to submit a long proposal from every three years. icare will issue the necessary proposal forms, either long or short, 90 days before the renewal date.