



Financial Sector (Collection of Data) (reporting standard) determination No. 5 of 2021

Reporting Standard LOLRS 800.2 Claim Data: Public and Product Liability and Professional Indemnity Insurance

Financial Sector (Collection of Data) Act 2001

I, Alison Bliss, delegate of APRA, under paragraph 13(1)(a) of the *Financial Sector (Collection of Data) Act 2001* (the Act) and subsection 33(3) of the *Acts Interpretation Act 1901*:

- (a) REVOKE Financial Sector (Collection of Data) (reporting standard) determination No. 20 of 2016, including *Reporting Standard LOLRS 800.2 Claim Data: Public and Product Liability and Professional Indemnity Insurance* made under that Determination; and
- (b) DETERMINE *Reporting Standard LOLRS 800.2 Claim Data: Public and Product Liability and Professional Indemnity Insurance*, in the form set out in the Schedule, which applies to the financial sector entities to the extent provided in paragraph 3 of the reporting standard.

Under section 15 of the Act, I DECLARE that the reporting standard shall begin to apply to those financial sector entities, and the revoked reporting standard shall cease to apply, on 31 December 2021.

This instrument commences on 31 December 2021.

Dated: 23 March 2021

[Signed]

Alison Bliss
General Manager
Data Analytics and Insights Division

Interpretation

In this Determination:

APRA means the Australian Prudential Regulation Authority.

financial sector entity has the meaning given in section 5 of the Act.

Schedule

Reporting Standard LOLRS 800.2 Claim Data: Public and Product Liability and Professional Indemnity Insurance comprises the document commencing on the following page.



Reporting Standard LOLRS 800.2

Claim Data: Public and Product Liability and Professional Indemnity Insurance

Objective of this reporting standard

This Reporting Standard sets out requirements for the provision of information to APRA relating to claims made on certain public liability, product liability and professional indemnity insurance policies of a Lloyd's underwriter, and facility business underwritten covering similar risks.

It includes *Reporting Form LOLRF 800.2 Claim Data: Public and Product Liability and Professional Indemnity Insurance* and the associated instructions.

Authority

1. This Reporting Standard is made under section 13 of the *Financial Sector (Collection of Data) Act 2001*.

Purpose

2. Information collected by *Reporting Form LOLRF 800.2 Claim Data: Public and Product Liability and Professional Indemnity Insurance* (LOLRF 800.2) is used by APRA for the purpose of prudential supervision and publication, including publication in the National Claims and Policies Database (NCPD).

Application

3. This Reporting Standard applies to Lloyd's.

Commencement

4. This Reporting Standard applies for reporting periods ending on or after 31 December 2021.

Information required

5. Lloyd's must provide APRA with the information required by LOLRF 800.2 for each reporting period, and each reportable claim made on a Lloyd's underwriter:

- (a) made during the reporting period; and
- (b) originally made before the start of the reporting period and that has not been settled, or was re-opened, during the reporting period.

Reporting periods and due dates

- 6. Subject to paragraph 7 of this Reporting Standard, Lloyd's must provide the information required by this Reporting Standard in respect of each calendar half-year (i.e. the periods ending 30 June and 31 December each year).
- 7. APRA may, by notice in writing, change the reporting periods, or specify reporting periods, to require Lloyd's to provide the information required by this Reporting Standard more frequently, or less frequently, or in respect of reporting periods based upon a Lloyd's underwriter's own accounting financial year for that part of the information required by this Reporting Standard relating to that underwriter, having regard to:
 - (a) the particular circumstances of a Lloyd's underwriter; and
 - (b) the extent to which the information is required for the purposes of the prudential supervision of a Lloyd's underwriter.
- 8. The information required by this Reporting Standard must be provided to APRA by no later than four months after the end of the reporting period.
- 9. APRA may grant Lloyd's an extension of a due date in writing, in which case the new due date for the provision of the information will be the date on the notice of extension.

Method of submission

- 10. Unless a method is notified by APRA, in writing, prior to submissions, the information required by this Reporting Standard must be rendered in comma separated values (CSV) format in accordance with the instructions in LOLRF 800.2, and must be provided electronically through the web site www.ncpd.apra.gov.au, by logging on using the relevant customer identification number and password provided by Fujitsu Australia (as agent of APRA), and following the instructions on that web site.

Quality control

- 11. The information provided by Lloyd's under this Reporting Standard must be subject to systems, processes and controls developed by Lloyd's for the internal review and authorisation of that information.

Note: Lloyd's General Representative in Australia must ensure that an appropriate set of policies and procedures is in place for the authorisation of data provided to APRA.

Authorisation

- 12. Fujitsu Australia (as agent of APRA) will provide Lloyd's with a customer identification number. If Lloyd's proposes to submit information required by this Reporting Standard using the method in paragraph 10 (i.e. via the website),

Lloyd's must apply for a password by viewing the web page referred to in paragraph 10, quoting Lloyd's customer identification number and following the instructions for applying for a password on that page. Fujitsu Australia will advise Lloyd's General Representative in Australia of the password for Lloyd's. When information is provided using the method in paragraph 10, Lloyd's will be required to quote its customer identification number and password. Upon successful validation of the customer identification and password a secure session between Lloyd's and Fujitsu Australia will be created and information will be encrypted before transmission.

13. Despite paragraph 12, or where APRA has under paragraph 10 notified an alternate method of submission, APRA may also determine in writing that:
 - (a) a specified person (who need not be Lloyd's General Representative in Australia or agent);
 - (b) a person holding a specified position (who need not be Lloyd's General Representative in Australia or agent); or
 - (c) a person authorised by Lloyd's to use Lloyd's customer identification number and password,

may, or must, authorise (in a manner specified) information provided by Lloyd's under this Reporting Standard.

Minor alterations to forms and instructions

14. APRA may:
 - (a) make minor variations to LOLRF 800.2 (either generally, or in relation to a class of Lloyd's underwriters, or in relation to one or more named Lloyd's underwriters) to correct technical, programming or logical errors, inconsistencies or anomalies;
 - (b) vary, omit or substitute (either generally, or in relation to a class of Lloyd's underwriters, or in relation to one or more named Lloyd's underwriters) an occupation code or description in Appendix C to LOLRF 800.2, if APRA forms the view that the existing code or description is inappropriate having regard to the circumstances or business of Lloyd's and any other relevant considerations; or
 - (c) vary, omit or substitute (either generally, or in relation to a class of Lloyd's underwriters, or in relation to one or more named Lloyd's underwriters) a specification in a Table in LOLRF 800.2, if APRA forms the view that the specification is inappropriate having regard to the circumstances or business of Lloyd's underwriters and any other relevant considerations.
15. If APRA makes such a variation it must notify Lloyd's in writing.

Transition

16. An insurer must report under the old reporting standard in respect of a transitional reporting period. For these purposes:

old reporting standard means the reporting standard revoked by the determination that makes this Reporting Standard (being the reporting standard that this Reporting Standard replaces); and

transitional reporting period means a reporting period under the old reporting standard:

- (a) that ended before the date of revocation of the old reporting standard; and
- (b) in relation to which the insurer was required, under the old reporting standard, to report by a date on or after the date of revocation of the old reporting standard.

Note: For the avoidance of doubt, if an insurer was required to report under an old reporting standard, and the reporting documents were due before the date of revocation of the old reporting standard, the insurer is still required to provide any overdue reporting documents in accordance with the old reporting standard.

Interpretation

17. In this Reporting Standard:

agent of APRA means a person appointed under section 47 of the *Australian Prudential Regulation Authority Act 1998* to receive data on behalf of APRA.

APRA means the Australian Prudential Regulation Authority established under the *Australian Prudential Regulation Authority Act 1998*.

facility business means business that is closed by bordereau and for which the relevant Lloyd's underwriter does not receive individual policy or claims data from the facility manager, and includes business undertaken through an underwriting pool or joint venture arrangement.

Fujitsu Australia means Fujitsu Australia Limited ABN 19 001 011 427.

Lloyd's has the meaning in the *Insurance Act 1973*.

Lloyd's General Representative in Australia means the employee of Lloyd's or Lloyd's Australia Ltd who holds the position of Lloyd's General Representative in Australia, or performs the functions and duties described by that title.

Lloyd's underwriter has the meaning in the *Insurance Act 1973*.

product liability insurance includes policies that provide for compensation for loss and or injury caused by, or as a result of, the use of goods.

professional indemnity insurance includes:

- (a) insurance that provides cover for a professional for actions taken against that professional in tort, contract or under statute law in respect of advice or services provided as part of their professional practice, including cover in respect of damages and legal expenses;
- (b) directors' and officers' liability insurance and legal expense insurance; and
- (c) medical indemnity insurance.

public liability insurance includes:

- (a) insurance covering legal liability to the public in respect of bodily injury or property damage arising out of the operation of the insured's business; and
- (b) insurance in respect of environmental clean-up costs resulting from pollution where not covered by Fire and Industrial Special Risk policies.

reportable claim means a claim made under a policy of product liability insurance, professional indemnity insurance or public liability insurance that was not finalised or settled by 1 January 2003, not being a claim that relates to:

- (a) reinsurance or retrocession cover;
 - (b) marine insurance;
 - (c) domestic householder's or owner's insurance, or tenant's liability insurance, sold in conjunction with a building or contents policy; or
 - (d) an event that could neither occur in Australia nor in relation to an insured resident of Australia.
18. Unless the contrary intention appears, any reference to an Act, Regulation, Prudential Standard, Reporting Standard, Australian Accounting Standard or Auditing Standard is a reference to the instrument as in force or existing from time to time.
19. Where this Reporting Standard provides for APRA to exercise a power or discretion, this power or discretion is to be exercised in writing.

Reporting Form LOLRF 800.2

Claim Data: Public and Product Liability and Professional Indemnity Insurance

Instruction Guide

These instructions have been prepared for the purpose of defining the claim information required to be submitted by Lloyd's in respect of public and product liability and professional indemnity insurance. This information will contribute to a National Claims and Policy Database (NCPD) in respect of these classes of insurance. The intention is to create a database that holds information in respect of claims and policies for public and product liability and professional indemnity on a national basis.

Details of requirements in relation to reporting periods, method of submission and authorisation are set out in the Reporting Standard. The data submitted by Lloyd's will be validated by APRA at each reporting period. The data validation to be performed is outlined in Appendix A.

Record Layouts and Field Specifications

Claim Data

Claims Data	Data Item	Public Products	& Professional Risk	Field type ¹
1*	Insurer code	M	M	6a
2*	Record type	M	M	1a
3	Status at end of Reporting Period	M	M	1a
4*	Month of End of Reporting Period	M	M	8n
5*	Class of Business	M	M	2a
6*	Policy Number	M	M	30a/n
7*	Risk Number	M	M	30a/n
8*	Claim Number	M	M	30a/n
9*	Date of Loss	M	O	8n
10	Date of Report	M	M	8n
11	Date Finalised	M	M	8n
12	Jurisdiction of Claim	O	O	3a
13	Deductible/Excess	O	O	12n
14	General Nature of Loss	O	O	1a
15	Cause of Loss	O	O	3a
16	Body Functions or Structures Affected	O	O	1a
17	Severity of Loss	O	O	1a&1n

18	Litigation Status	O	O	1a
19	Gross Payments in the Reporting Period	M	M	12n
20	Gross Payments to Date	M	M	12n
21	Gross Case Estimate at Start of Reporting Period	M	M	12n
22	Gross Case Estimate at End of Reporting Period	M	M	12n
23	Gross Third Party Recoveries Received	O	O	12n
24	Gross Third Party Recoveries Outstanding	O	O	12n
25.1	Past economic loss	O	O	12n
25.2	Future economic loss	O	O	12n
25.3	Past medical, hospital, caring and related services	O	O	12n
25.4	Future medical, hospital and related services	O	O	12n
25.5	Future caring services	O	O	12n
25.6	General damages	O	O	12n
25.7	Interest	O	O	12n
25.8	Plaintiff legal costs	O	O	12n
25.9	Defendant legal costs	O	O	12n
25.10	Investigation costs	O	O	12n
25.11	Other	O	O	12n

¹Date must be DDMMYYYY, no delimiter.

Key:

M – mandatory field on all records from 1 July 2004.

O – optional field.

a – alpha.

n – numeric.

* Fields so indicated, as a combination, must be unique for each reporting period.

Claims Record Data Field Definitions

1. Insurer code

This will be provided by APRA when advised of the method of delivery of the data.

2. Record type

- C for Claims Record

3. Status at End of Reporting Period

- C for Current
- F for Finalised
- For claims that have been reopened, code a “C”
- S for Structured Settlement

4. Month of End of Reporting Period

The data will relate to a six month period. Code the last day of this period in this field as DDMMYYYY, e.g. insert code 30062003 for data relating to the six months ending 30 June 2003.

5. Class of Business

- PL = Public & Product
- PI = Professional Risk

6. Policy Number

The unique market reference field allocated by the Lloyd’s broker. This information is only used for cross-referencing by APRA – it will not be published except in any individual data reports prepared for the insurer concerned.

Where individual claims data is being provided but its associated policy data is being provided in aggregate form in the facility data file, the facility number should be used as the policy number for the claim.

7. Risk Number

The broker reference field used to sub-divide accounting entries into different countries.

8. Claim Number

A unique identifier of a claim. This information is only used for cross-referencing by APRA – it will not be published except in any individual data reports prepared for the insurer concerned.

9. Date of Loss

Code date on which the incident giving rise to the claim is believed to have occurred in this field as DDMMYYYY. In cases where the actual date of loss is not known or relates to a period of time, then use the date when the claim was made or the first advice was given to Lloyd’s syndicates.

10. Date of Report

Code date when claim was first advised (not processed) to the Lloyd's syndicate as DDMMYYYY.

11. Date Finalised

Code date when claim is finalised as DDMMYYYY. This field should only be completed when all payments to the claimant(s) and any third party suppliers are believed to have been made and all recoveries expected from third parties (ignoring reinsurers) have been received. Note that a claim may be recorded as finalised even if recoveries from reinsurers have not been received.

If the status of the claim is Finalised, this field is mandatory. Where the claim is not finalised this field is "blank".

12. Jurisdiction of Claim

This is the state (ACT, NSW, NT, QLD, SA, TAS, VIC or WA) where the claim has been decided by a court judgement. If the claim is decided in a federal court, input the state where the claim was heard. However, if the claim is settled out of court, then input the state where the claim was settled, i.e. the state in which the claimant's payment is paid.

Where this information is not available, enter a hyphen ("-").

13. Deductible/Excess

Total of all deductibles or excesses applied to this claim in whole dollars converted to A\$ using end of processing month rates of exchange. This may differ from the amount shown in field 20 on the related exposure record.

Where this information is not available, enter a hyphen ("-").

14. General Nature of Loss

Code the general nature of loss as

- P = Property damage only
- B = Bodily injury or death
- L = Both property damage and bodily injury
- F = Financial loss only (no physical damage or bodily injury)
- X = Both bodily injury and financial loss
- Y = Both property damage and financial loss
- Z = Property damage, bodily injury and financial loss

Code as a hyphen ("-") if unknown

If a claim is comprised of more than one general nature of loss field type (i.e. P (property damage) and B (bodily injury)), then a claim may only be coded as L, X, Y or Z if the relevant component is greater than 15% of the claim amount.

Where this information is not available, enter a hyphen (“-”).

15. Cause of loss

Code one of the causes shown in the following table to the claim. The most significant contributing factor should be identified.

Where this information is not available, enter a hyphen (“-”).

APRA Code	Claim Type – Public & Products Liability	Current ISA Code(s) (for information only)
ABM	Abuse/molestation	L12
ANM	Animal bite/attack/impact	L88, L16, L62
ASB	Asbestos/Dust Diseases	L14
CAT	Catastrophe, e.g. Cyclone, earthquake	
CUS	Care/custody/control	L50
COL	Collapse of building/structure/subsidence/landslide/weakening and or removal of supports/rusting/oxidation/discoloration including concrete cancer	L18, L42, L86, L40
CYF	Cyber – 1 st party loss	
CYT	Cyber – 3 rd party loss	
DFM	Defamation/slander	L53
DSC	Discrimination/harassment	L54
ELC	Electrocution	L21
ENV	Environmental contamination or pollution/spray/drift/ other contamination/exposure to or contact with substance/ Not mould or asbestos	L72, L80, L19, L24
EQB	Equipment breakdown and accidental breakage	L22, L11
EXP	Explosion and/or vibration/exposure to sudden or long-term sound or noise/excavation/drilling damage	L23, L56, L43, L65
NEG	Failed or injurious treatment by practitioner or consultant, or negligent advice	L29, L69
FLL	Fall including from height and slip & fall	L25, L41
FPW	Faulty product/faulty workmanship	L51, L59
FIR	Fire including welding	L27, L87
IMP	Impact or damage by object/vehicle/person, including physical assault/trapped by machinery or equipment	L30, L44, L66, L37, L83
LSL	Lease liabilities	L64
LFT	Lifting, carrying or putting down objects/machinery use/repetitive or overuse injury	L63, L66, L77
MLD	Mould	L89

OTH	Other non-financial loss	L48
OFN	Other financial loss	L26
WTR	Water	L46
WKR	Worker to worker injury	L47

Table 2

APRA Code	Claim Type – Professional Risk
	Non-performance or improper, inappropriate, inadequate, incorrect, incomplete, inaccurate, untimely provision of :
AA	Advice
DA	Documentation/ administration
SI	Supervision / inspection
DS	Design / specification
PM	Project management
TE	Testing
DI	Diagnosis
TR	Treatment
PR	Procedural
ME	Medication
IC	Infection control / prevention
AE	Anaesthetic
BL	Blood Products
CO	Consent (incl. no valid consent, failure to warn, acting against patient's wishes)
APRA Code	Claim Type – Professional Risk
SE	Services other than specified above
EQ	Faulty and/or inadequate / inappropriate / inaccurate / contaminated equipment and/or premises
IP	Breach of intellectual property rights
DE	Defamation
CI	Conflict of interest
BC	Breach of confidentiality
BT	Breach of trust / fiduciary duties
UD	Unfair dismissal
LD	Loss of documents
FR	Fraud & dishonesty. Fidelity
MI	Misleading and/or deceptive advice/conduct (specifically section(s) of federal Trade Practices Act, state Fair Trading Acts and the like)
AB	Assault /abuse / mistreatment

HA	Harassment / discrimination
SH	Sexual harassment
IN	Insolvency
LE	Legal expense coverage (disciplinary enquiries, investigations, inquests and the like)
IT	Improper trading / collusive practices /unconscionable conduct
OR	Other

Table 3

16. Body Functions of Structures Affected

Code the most significant body function or structure affecting the claimant as known at the end of the reporting period.

APRA Code	Body Functions or Structures Affected
C	Cardiovascular, Haematological, Immunological and Respiratory
D	Death
E	Digestive, Metabolic and Endocrine Systems
G	Genitourinary and Reproductive
M	Mental or Nervous System
N	Neuromusculoskeletal and Movement-Related
P	Sensory, Pain, Eye, Ear and Related Structures
S	Skin and Related Structures
V	Voice and Speech

Table 4

Where this information is not available, enter a hyphen (“-”).

17. Severity of loss

Code the severity of the loss underlying the claim for all claims involving bodily injury where claim item 14 (General Nature of Loss) contains a bodily injury component.

APRA code	Severity of loss [acute bodily injury claims only]
L1	Minor or mild injury to soft tissue; minor lacerations; bruising
L2	Minor or simple fractures; larger lacerations
M1	Moderate injury usually involving nerve or tissue damage
APRA code	Severity of loss [acute bodily injury claims only]
M2	Serious injury involving loss of tissue, internal bleeding, ruptured tissue or organs
S1	Major injury involving brain injury likely to lead to permanent impairment
S2	Major injury involving spinal cord injury likely to lead to permanent impairment
S3	Quadriplegia

S4	Paraplegia
S5	Other major injury leading to a disability that is likely to permanently reduce the earning capacity or activity in the community of the claimant

Table 5

Where this information is not available, enter a hyphen (“-”).

18. Litigation Status

Extent to which case has proceeded through the legal system

APRA Code	Litigation Status
O	Claim is not litigated
N	Plaintiff does not have legal representation
U	Plaintiff has legal representation but the claim has not been resolved.
L	Plaintiff has obtained legal advice but settlement was reached by negotiation (whether court proceedings were commenced or subsequent to a judgement but before an appeal court determination)
V	Case was settled by court judgement (whether lower court or appeal court) and defendant paid judgement amount (i.e. either case was not appealed or appeal was not upheld)
W	Plaintiff has legal representation and elects to withdraw the claim.
X	Plaintiff has legal representation, but the case is not awarded in plaintiff's favour

Table 6

Where this information is not available, enter a hyphen (“-”).

19. Gross Payments in the Reporting Period

The amount of the Lloyd's share of payments made since the last reporting period, net of GST in whole dollars, no decimal point and converted to A\$ using end of processing month rates of exchange. Includes payments made to claimant and to third party service providers (medical, legal, investigation) that are attributed to the claim.

20. Gross Payments to Date

The amount of Lloyd's share of payments made on this claim since the claim was first reported, net of GST in whole dollars, no decimal point and converted to A\$ using end of processing month rates of exchange. Includes payments made to claimant and to third-party service providers (medical, legal, investigation) that are attributed to the claim.

21. Gross Case Estimate at Start of Reporting Period

Total of Lloyd's share of all payments expected to be made in future to the claimant(s) and third party providers at the start of the reporting period, net of GST in whole dollars, no decimal point and converted to A\$ using end of processing month rates of exchange. Equals field 22 on the corresponding claim record that was

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submitted for the previous reporting period. Zero if this claim was first reported in the current reporting period.

22. Gross Case Estimate at End of Reporting Period

Total of Lloyd's share of all payments expected to be made in future to the claimant(s) and third party providers at the end of the reporting period, net of GST in whole dollars, no decimal point and converted to A\$ using end of processing month rates of exchange.

23. Gross Third Party Recoveries Received

Total of Lloyd's share of all amounts that have been received to date from third parties in respect of the claim, net of GST in whole dollars, no decimal point and converted to A\$ using end of processing month rates of exchange. Excludes any amounts that have been received under reinsurance contracts. Where this information is not available, enter a hyphen ("-").

24. Gross Third Party Recoveries Outstanding

Total of Lloyd's share of all amounts that are expected to be received after the end of the reporting period from third parties in respect of the claim, net of GST in whole dollars, no decimal point and converted to A\$ using end of processing month rates of exchange. Excludes any amounts expected to be received under reinsurance contracts.

Where this information is not available, enter a hyphen ("-").

25. Gross Claim Payments by Head of Damage before Third Party Recoveries (This field is not used)

A breakdown of Lloyd's share of the total settlement amount (converted to A\$ using end of processing month rates of exchange) into the following heads of damage is required for finalised claims only. The total of items 25.1 to 25.11 must equal item 20 – Gross Payments to Date, with any rounding difference included in item 23.11 (Other).

A finalised claim is one where field 11 (date finalised) has been recorded and field 22 (gross case estimate at end of reporting period) is zero.

Where this information is not available, enter a hyphen ("-").

25.1 Past economic loss

25.2 Future economic loss

25.3 Past medical, hospital, caring and related services

25.4 Future medical, hospital and related services

25.5 Future caring services

25.6 General damages

25.7 Interest

25.8 Plaintiff legal costs

25.9 Defendant legal costs

25.10 Investigation costs

25.11 Other

Appendix A: Data Validation

The individual claim data submitted by Lloyd's will be validated by APRA as follows:

1. Gross case estimate at the start of the current reporting period (claim field 19) will be compared with gross case estimate at the end of the previous reporting period (claim field 20) for each claim with a date of report prior to the start of the current reporting period. Any discrepancy must be explained.
2. Gross claim payments submitted in information provided by Lloyd's under Lloyd's Security Trust Fund Determination No 1, less the gross payments received for all facilities, is expected to reconcile to within 5% of the gross payments for each accident year calculated from the individual claim records submitted. Discrepancies in the most recent accident years will be compared with the amount of payments made for all facilities.

While it is appreciated that more extensive reconciliation could be attempted, this could require significant changes to the existing reporting requirements to APRA or the submission of other information (such as management accounts) from insurers that would not be in standard formats.

APRA will expect that where Lloyd's needs to demonstrate the reason for a discrepancy between the individual records submitted to the database and its aggregate data reported to APRA in the above forms, Lloyd's will share such additional reports with APRA as required.