

MEDICAL MALPRACTICE COMBINED LIABILITY INSURANCE HEALTH PRACTITIONER'S

Important Notice:

- This Proposal is for a Medical Malpractice Combined Liability policy issued on a claims made and notified basis and Property Insurance on an Occurrence basis.
- Please answer **all questions in full**. Where appropriate tick the **yes** or **no** box which best indicates your reply.
- If there is insufficient space, please provide further details on your letterhead. All attached documents form part of this Proposal.

Your Details

1. Full Name(s): _____

The above is to include all individuals and entities to be insured, including service companies and subsidiaries

2. ABN: _____ 3. Website: www. _____

4. Contact Name: _____ 5. Contact Number: _____

The Business

6. Location of Practice Address(s): _____

If your practice is mobile. Please state your home base of operations. Full street address required.

7. Date of commencement of business: _____

Turnover & Staff

| | Actual Last 12 Months | Estimate Next 12 Months |
|------------------|-----------------------|-------------------------|
| 8. Turnover/Fees | \$ | \$ |

| | | | |
|-------------------------|--|---------------------------|--|
| 9. a) No. of Principals | | Total Staff Numbers incl. | |
| No. of Practitioners | | Clerical/Administrative | |

b) What is the estimated total working hours combined of all staff members for a full week? (Incl. Full Time, Casual & Part time Staff) _____

10. Names and Qualifications of Principals and Professional Qualified Staff:

| Name | Qualifications & Year Qualified | Years Experience |
|------|---------------------------------|------------------|
| | | |
| | | |
| | | |

Risk Information

11. a) Is the practitioner required to be registered and/or licensed to practice? Yes No

b) Is Yes to a), is the practitioner duly registered and/or licensed to practice? Yes No

12. Please list the professional bodies or associations of which the practitioner is a member:

13. Please state each Business Activity or Modality undertaken by the Practitioner(s) and the percentage of gross fee income which each Business Activity or Modality represents:

| Activity / Modality | % of Gross Fee Income |
|---------------------|-----------------------|
| | |
| | |

Risk Information Continued

14. Does the practitioner(s) envisage any substantial changes in the Business Activities or Modalities practised within the next 12 months? Yes No

If yes, please provide details:

15. Does the practitioner maintain accurate descriptive records of all medical, clinical Or therapeutic services rendered? Yes No

If yes, please provide details:

16. Does the practitioner perform work outside of Australia, or work for clients located overseas? Yes No

If yes, please provide details:

17. Do you use a hold harmless or informed consent form? Yes No

18. Do you engage contractors or subcontractors? Yes No

If Yes, Are they required to maintain their own insurance? Yes No

Limit of Indemnity:

19. Please indicate the limit of indemnity required.

- \$1m Medical Malpractice and \$10m Public Liability \$2m Medical Malpractice and \$10m Public Liability
 \$5m Medical Malpractice and \$10m Public Liability \$10m Medical Malpractice and \$10m Public Liability
 Other: _____

OPTIONAL COVER – PROPERTY INSURANCE

Please note: The maximum combined sum insured is \$100,000 excluding the Glass Section

Property Details

20. Construction

Walls _____ Floors _____ Roof _____ Age of Building _____ No. of Stories _____

21. Fire Protection / Security

Deadlocks on External Doors Yes No Locks/Bars/Grills on External Windows Yes No
 Burglar Alarm System (24hr Monitored) Yes No Burglar Alarm System (local alarm only) Yes No

Please provide any other security details (if applicable):

Fire Section

22. Please select a Sum Insured for your Business Contents (including Stock)

Option 1 \$40,000 Option 2 \$80,000 Option 3 State Amount: \$ _____

Burglary Section

23. Please select a Sum Insured for your Business Contents

Option 1 \$10,000 Option 2 \$20,000

Please Specify any individual items over \$2,000 in Value:

| Item Description | Sum Insured |
|------------------|-------------|
| | |
| | |
| | |

Money Section

24. Please select a Sum Insured for Blanket Cover (Money in Transit, Money on Premises, Money in a locked safe or locked strongroom, Money in your Custody)

Option 1 \$2,500 Option 2 \$5,000

Business Special Risks Section

25. Restricted Cover (Fire, theft and damage due to collision or overturning of vehicle)

Yes No

Option 1 \$5,000 Option 2 \$7,500

Please Specify any individual items over \$2,000 in Value:

| Item Description | Sum Insured |
|------------------|-------------|
| | |
| | |
| | |

Glass Section

26. Is Glass cover required?

Yes No

Your Insurance History:

27. Are you currently insured for:

- | | | | | | |
|----------------------------|------------------------------|-----------------------------|------------------------|------------------------------|-----------------------------|
| a) Medical Malpractice? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | d) Products Liability? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) Professional Indemnity? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | e) Property? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c) Public Liability? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | | | |

If yes to the above, please provide details:

28. Have you ever had an insurer:

- | | | | | | |
|-------------------------------------|------------------------------|-----------------------------|---------------------------|------------------------------|-----------------------------|
| a) Decline a proposal? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | c) Impose special terms? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b) Decline to renew your insurance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | d) Cancel your insurance? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If yes to the above, please provide details:

Your Claims Details:

29. During the past 10 years, has any claim been made against you, your principals, employees or consultants for Medical Malpractice, Public Liability, Professional Liability or Property or had any circumstances been notified to the insurers that might give rise to a claim? Yes No

If yes, please provide details:

| Date | Insurer | Claimant | Amount Paid/Reserved | Open/Finalised | Description |
|------|---------|----------|----------------------|----------------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |

30. After making appropriate enquiries, are there any facts or circumstances of which you, or any other principal, employee or consultant are aware that may give rise to a claim against you, or any one to be covered by this policy? Yes No

If Yes, please provide details:

31. Have you or anyone to be covered by this policy ever been subject to disciplinary proceedings for professional Misconduct? Yes No

If Yes, please provide details:

Declaration

After making appropriate enquiries, I declare that:

- I am authorised on behalf of the prospective Insured(s) to make this Proposal.
- I have read and understood the Important Notices accompanying this Proposal.
- Where I have provided information about another individual, I declare that the individual has been made aware of that fact and of the ProRisk Privacy Statement.
- I confirm that the contents of this Proposal are true and complete.
- I understand that, until a contract of insurance is entered into, I am under a continuing obligation to immediately inform ProRisk of any change to the information contained in this Proposal.
- I acknowledge that, if a contract of insurance is entered into, this Proposal and any accompanying documents will form the basis of the contract.

Signature: _____

Name & Title: _____

Date: / /

Important Notice: Please return the completed form to your Insurance Broker or Advisor

IMPORTANT INFORMATION

PRORISK

ProRisk, Professional Risk Underwriting Pty Ltd ABN 80 103 953 073 AFSL 308076, is a coverholder for certain Underwriters at Lloyd's.

CLAIMS MADE POLICY

This policy is issued by ProRisk on a claims made and notified basis. This means that the policy only covers claims first made against you during the period of insurance and notified to ProRisk in writing during the period of insurance. The policy does not provide cover for any claims made against you during the period of insurance if at any time prior to the commencement of the period of insurance you were aware of facts which might give rise to those claims being made against you.

Section 40(3) of the *Insurance Contracts Act 1984* provides that where the insured gives notice in writing to the insurer during the period of insurance of facts that might give rise to a claim against the insured, the insurer cannot refuse to pay a claim which arises out of those facts, by reason only that the claim is made after the period of insurance has expired.

YOUR DUTY OF DISCLOSURE

Section 21 of the *Insurance Contracts Act 1984* provides that before you enter into a contract of general insurance with an insurer, you have a duty 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, upon what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty, however, does not require disclosure of matter:

- That diminishes the risk to be undertaken by the insurer;
- That is of common knowledge;
- That your insurer knows, or in the ordinary course of its business, ought to know;
- As to which compliance with your duty of disclosure is waived by the insurer.

NON-DISCLOSURE

If you fail to comply with your duty of disclosure, Underwriters may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, Underwriters may also have the option of avoiding the contract from its beginning.

RIGHT OF RECOVERY

The policy excludes indemnity for any claim arising directly or indirectly from or in connection with any liability for which the insured has foregone, excluded or limited a right of recovery against any party.

RETROACTIVE LIABILITY

The policy is limited by a retroactive date. The policy does not cover any claim or inquiry arising directly or indirectly from or in connection with any event or occurrence, or acts, errors or omissions committed or alleged to have been committed prior to the retroactive date.

MATERIAL CHANGE

The policy provides that the insured must notify us within thirty (30) days of any material change in the nature of the business or any material change to the risk during the insurance period.

POLICY CANCELLATION

In the event of policy cancellation by the insured, ProRisk's cancellation rates will apply.

PRIVACY STATEMENT

ProRisk is bound by the obligations of the *Privacy Act 1988* (as amended) regarding the collection, use, disclosure and handling of personal information. We will protect the privacy of your personal information.

We collect personal information about you to enable us to provide you with relevant products and services, to assess your application for insurance and, if a contract is entered, to enable us to provide, administer, and manage your policy, and to investigate and handle any claims under your policy. We may disclose your information to third parties (who may be located overseas), such as the insurer, lawyers, claims adjusters, and others appointed by ProRisk or by the insurer to assist us and them in providing relevant products and services. We may also disclose your information to people listed as co-insured on your policy and to your agents. By providing your personal information to us, you consent to us making these disclosures.

If you do not provide all or part of the information required, we may not be able to provide you with our products and services, consider your application for insurance, administer your policy, assess or handle claims under your policy, or you may breach your Duty of Disclosure.

When you provide us with personal information about other individuals, we rely upon you to have made them aware of that disclosure, and of the terms of the ProRisk Privacy Statement, and to obtain their consent.

For a copy of the ProRisk Privacy Statement or to request access to or update the personal information, contact the Privacy Officer at ProRisk by email: enquiries@prorisk.com.au or by mail at the address shown on this policy.

GENERAL INSURANCE CODE OF PRACTICE

ProRisk and Underwriters at Lloyd's proudly support the General Insurance Code of Practice. The purpose of the Code is to raise standards of practice and service in the general insurance industry. A copy of the Code can be obtained from www.codeofpractice.com.au.

COMPLAINTS HANDLING

Any enquiry or complaint relating to this insurance should be referred to ProRisk in the first instance. We have a complaints handling and internal dispute resolution process to assist you, and information about our complaints handling procedures is available upon request. If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you should write to Lloyd's Underwriters' General Representative in Australia at the address set out in the Certificate of Insurance.