



MEDICAL MALPRACTICE COMBINED LIABILITY INSURANCE

HEALTH PRACTITIONER'S PROPOSAL

Level 1, 2 Wellington Parade, East Melbourne. 3002.
ph: 03 9235 5255 fax: 1800 633 073
email: enquiries@prorisk.com.au
web: www.prorisk.com.au



IMPORTANT NOTICES:

CLAIMS MADE POLICY

This Proposal is for a policy issued by ProRisk on a claims made and notified basis. This means that the policy only covers claims first made against you during the insurance period and notified to ProRisk in writing during the insurance period. The policy does not provide cover for any claims made against you during the insurance period if at any time prior to the commencement of the insurance period 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 insurance period 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 insurance period 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, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

RETROACTIVE LIABILITY

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

WAIVER OF RIGHTS OF SUBROGATION

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

MATERIAL CHANGE

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

POLICY CANCELLATION

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

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.

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 Proposal.

MEDICAL MALPRACTICE COMBINED LIABILITY INSURANCE HEALTH PRACTITIONER'S PROPOSAL

IMPORTANT NOTICE:

- This Proposal is for a medical malpractice, public liability and professional liability policy issued on a claims made and notified basis.
- Please answer all questions in full. Where appropriate, please 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.

PRACTITIONER DETAILS

1. Full name of practitioner:

2. ABN: _____

3. Practice address:

4. Please state the practitioner's qualifications and experience:

Qualifications	Date Qualified	Years Experience

5. (a) Is the practitioner required to be registered and/or licensed to practice? Yes No
- (b) If Yes to (a), is the practitioner duly registered and/or licensed to practice? Yes No

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

7. Please provide details of all staff:

Staff	Number
Practitioner	
Clerical/Administrative	
*Other: _____	

8. Please state each activity or modality undertaken by the practitioner and the percentage of gross fee income which each activity or modality represents:

Activity/Modality	% of gross fee income

9. Does the practitioner envisage any substantial changes in the activities or modalities practised within the next 12 months?

If Yes, please provide details:

Yes No

10. Does the practitioner maintain accurate descriptive records of all medical, clinical or therapeutic services rendered?

Yes No

11. Does the practitioner perform work outside of Australia, or work for clients located overseas?

If Yes, please provide details:

Yes No

INCOME DETAILS

12. Gross income:	Australia	Overseas
This financial year (est)	\$	\$
Last financial year	\$	\$

13. For the last financial year, please provide a breakdown of gross income by State:

NSW	%	VIC	%	QLD	%	SA	%	WA	%
TAS	%	NT	%	ACT	%	O/S	%	Total	%

CLAIMS DETAILS:

14. During the past 10 years has any claim been made against the practitioner for medical malpractice, public liability or professional liability or have any circumstances been notified to insurers that might give rise to a claim?

If yes, please provide details:

Yes No

Date	Insurer	Claimant	Description	Amount Paid or Reserved	Open or Finalised

15. After making appropriate enquiries, are there any facts or circumstances of which the practitioner is aware that may give rise to a claim against the practitioner that is not referred to in answer to the previous question?

If yes, please provide details:

Yes No

16. Has the practitioner ever been subject to disciplinary proceedings for professional misconduct?

If Yes, please provide details:

Yes No

INSURANCE HISTORY:

17. Is the practitioner currently insured for medical malpractice and/or public liability?

If Yes, please provide details:

Yes No

Insurance	Insurer	Limit	Excess	Expiry	Premium
Medical Malpractice					
Public Liability					

18. Has the practitioner ever had an insurer decline a proposal, impose special terms, decline to renew insurance, or cancel insurance?

If Yes, please provide details:

Yes No

COVERAGE:

Public Liability

19. This Policy can include public liability cover on a claims made basis with a shared limit of indemnity. Does the practitioner require the quotation to include cover for public liability on a claims made basis with a shared limit of indemnity?

Yes No

Limit of Indemnity

20. Please indicate the medical malpractice combined liability policy quotation option(s) required:

\$1 million \$2 million \$5 million \$10 million Other _____

DECLARATION: After making appropriate enquiries, I declare that:

- I am the applicant practitioner.
- I have read and understood the Important Notices accompanying this Proposal.
- I have read and understood this Proposal and I confirm that the contents 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:

Date:
