

Important Notice

- This proposal is for Health Professionals Combined Liability Policy and is issued on a claims made basis.
- Please answer **all questions in full**. Where appropriate tick the yes or no box to indicate your answer.
- If there is insufficient space, please provide further details or your letterhead. All attached documents form part of this proposal.

MEDICAL MALPRACTICE COMBINED LIABILITY AND PROPERTY INSURANCE FOR NEUROTRICIONISTS

Your details

1. Insured entity _____
2. ABN _____ 3. Website _____
4. Contact name _____ 5. Contact number _____
6. Address of practice _____
7. Date of commencement of business _____

Turnover & Staff

	Actual last 12 months	Estimated next 12 months
8. Turnover	<input type="text"/>	<input type="text"/>
9. Number of principals	<input type="text"/>	
Number of employees	<input type="text"/>	
Number of contractors	<input type="text"/>	Total staff numbers <input type="text"/>

10. Do you require contractors to carry their own health professionals policy? Yes No

Risk Information

11. Do all practitioners carry the minimum qualifications required? Yes No
12. Do you obtain medical history or client information in all cases? Yes No

If no please list the activities you do not require this for

13. Do all practitioners maintain accurate and descriptive records of all medical, clinical or therapeutic services rendered? Yes No

14. Do you use informed consent? Yes No

15. Do you manufacture, alter, repair, repackage or import any products? Yes No

Please note cover is not automatically provided for importing or manufacturing products

16. What percentage of your turnover is derived from the sale of products? _____%

17. Do you perform work outside Australia or work for clients located overseas? Yes No

If yes please provide details

18. Please provide details of each of your business activities and the percentage they represent

Business Activity	% of turnover
Total	100%

19. Do you currently have a health professionals policy in place? Yes No
 If yes please provide details below

Insurer	Limit of Indemnity	Excess	Expiry Date

20. Please indicate the limit of indemnity required

- \$1m Professional Liability \$10m Public Liability
 \$2m Professional Liability \$20m Public Liability
 \$5m Professional Liability
 \$10m Professional Liability
 \$20m Professional Liability

Insurance History

21. Have you ever had an insurer:

- Decline a proposal? Yes No Impose special terms? Yes No
 Decline to renew your insurance? Yes No Cancel your insurance? Yes No

22. During the past 10 years have any claims been made against you, your principals, employees, or contractors for professional liability or public liability, or have any circumstances been notified to an insurer that might give rise to a claim? Yes No

23. After making appropriate enquiries, are there any facts or circumstances which you, your principals, employees or contractors are aware of that may give rise to a claim under this policy? Yes No

24. Have you, your principals, employees or contractors ever been subject to disciplinary proceedings for professional misconduct or unsatisfactory professional conduct by a professional society or statutory body? Yes No

25. Have you, your principals, employees or contractors ever been the subject of a complaint to a professional society or statutory registration board that required a response? Yes No

If you have answered yes to questions 21 to 25 please provide full details of the matter including the insurer, date of incident, whether the matter is open or closed, amount paid/reserve and full details of the matter including any relevant correspondence.

Declaration

After making appropriate enquires, I declare that:

- I am authorised on behalf of the prospective Insured (s) to make this proposal.
- I have read and understood the Important Information and 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 in to, 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 in to this proposal and any accompanying documents will form the basis of the contract.

Signature _____

Name & Title _____

Date _____

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

The Medical Malpractice Combined Liability cover in 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 Collection 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 collect personal information about You and about other individuals 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 the Policy, and to investigate and handle any claims under the Policy. We may disclose personal information We collect to third parties (who may be located in the United Kingdom and other countries outside Australia). These include the insurer, lawyers, claims adjusters, and others appointed by ProRisk to assist Us in providing relevant products and services. We may also disclose Your information to people listed as co-insured on the 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 the Policy, assess or handle claims under the Policy. Your Duty of Disclosure may require You to provide personal information to Us.

When You provide Us with personal information about other individuals, We rely upon You to have made them aware of that disclosure, and to ensure that they are aware of the matters set out in this ProRisk Privacy Statement and ProRisk's Privacy Policy and have consented to the disclosure.

Further information about ProRisk's collection, use, disclosure and handling of personal information is set out in its Privacy Policy, available on its website at www.prorisk.com.au. To obtain a hard copy of our Privacy Policy or to request access to or correction of or to update personal information, contact the Privacy Officer at ProRisk by email: enquiries@prorisk.com.au or by mail at the address shown on the Policy.

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.