

MEDICAL MALPRACTICE COMBINED LIABILITY INSURANCE PROPOSAL Hypnotherapy Council of Australia (HCA)

Important Notice:

- This Proposal is for a Medical Malpractice Combined Liability policy issued on a claims made 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.
- **Please return your completed Proposal to INSURANCE MADE EASY.**

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. Contact Name: _____
4. Contact Number: _____
5. Email Address: _____
6. Are you a member in good standing of a Professional association which is a member of the HCA? Yes No

The Business

7. Please state your practicing address(es): _____ Post Code: _____
Post Code: _____

Turnover & Staff

- | | Actual Last 12 Months | Estimate Next 12 Months |
|------------------|-----------------------|-------------------------|
| 8. Turnover/Fees | \$ | \$ |
9. a) Total No. of Practitioners: _____
- b) What is the estimated total working hours combined of all staff members for a full week? (Incl. Full Time, Casual & Part time Staff) _____

Risk Information

10. Do all staff performing services have the minimum qualifications required to the general accepted standards of the Business Activities/Services provided? Yes No
11. Do you manufacture, alter, repair, repackage or import any Products for sale? Yes No
* Please note that there is no cover for private label products.
ProRisk may be able to assist with a Public & Products Liability Policy. Please contact your broker for more information.
12. Approximately what percentage of your gross turnover is derived from the sale of Products? _____ %
13. Do you use a hold harmless or informed consent form? Yes No
14. Do you engage contractors or subcontractors? Yes No
If yes, Are they required to maintain their own insurance? Yes No
15. Please advise the limit of indemnity required:
 \$1 million \$2 million \$5 million \$10 million

16. Please state each Business Activity / Service undertaken by the Practitioner(s) and the percentage of gross fee income for which each one represents (i.e. Pilates 100%):

Business Activity	% Gross fee income

Risk Information Continued

17. Please provide a full description of other activities undertaken in the practice, e.g. provision of expert reports, teaching:

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

If yes, please provide details:

Your Insurance History:

19. 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:

20. 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 Questions 20. a) – d), please provide details:

Your Claims Details:

21. 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

- 22. 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
- 23. Have you, or anyone to be covered by this Policy, ever been subject to disciplinary proceedings for professional misconduct or unsatisfactory professional conduct by a professional society or statutory registration board? Yes No
- 24. Have you, or anyone to be covered by this Policy, ever been the subject of a complaint to a professional society or statutory registration board that required a response? Yes No

If yes to Questions 21 - 24, 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 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.