

National Herbalists Association of Australia (NHAA) - 2015/2016 New Business Proposal Form Combined Professional Indemnity, Public and Products Liability Insurance Policy

Please note it is a condition precedent to Cover under this Policy that You have a minimum competency and qualification to practice in Australia in the modality(ies) You are Covered for under this Policy, and hold the required registration, accreditation or licence where required to conduct the Professional Services/Business.

This application relates to the Professional Indemnity/Public & Products Liability policy for full fee paying financial members of NHAA for the period of insurance **4:00pm 31/03/2015 to 4:00pm 31/03/2016 (hereafter known as the Facility')**. The inception date of cover under this Facility for any new Insured member can only attach between 4:00pm 31/03/2015 and 31/03/2016. Cover will always expire at 4:00pm on 31/03/2016. Details of this Policy can be found on the following website address: www.watkinstaylorstone.com.au/nhaa.php

1 Full legal name of each natural person & incorporated body to be insured

2 Address

Postal

Telephone

Mobile

Email

3 Are you a financial member of NHAA?

Member No

4 Coverage Required

a Number of qualified staff (including principals)

b Professional Indemnity \$2M / \$5M / \$10M / other

c Public/Products Liability \$10M auto included / other

d Please indicate the date from which cover is required

5 Claims/Circumstances/Disciplinary Proceedings

a Has any principal, partner, director or staff member of the business ever been subject to disciplinary proceedings for professional misconduct?

b In the last 10 years have any claim/s been made against You or any of Your predecessors or against any past or present principals, partners or directors?

c Are You or any of Your principals, partners or directors, after enquiry of all staff, managers and contractors, aware of any facts or circumstances which may give rise to a claim or claims against the business of the type covered under this Policy?



6 Modalities

Please tick those modalities or activities for which You require insurance (including modalities practised in the past that You require cover for):

Aromatherapy, including flower essences (bach flower)	
Bowen Therapy	
Body Network and Beyond	
Coaching including life, business, executive, organisational (excluding professional coaching in sports, financial, legal, structural, personnel & management consulting)	
Counselling, including but not limited to loss and grief, career, family, drug and alcohol	
Herbalism	
Homeopathy	
Hypnotherapy (must be a full member of a major Australian Hypnotherapy association. If not a full member, must have completed a minimum of 500 hours)	
Iridology	
Jungian Analysis	
Kinesiology, including educational kinesiology, integrated iodynamics	
Magnetic Therapy	
Manual Lymph Drainage	
Massage – Bowen	
Massage – Shiatsu	
Massage – Tuina	
Massage – Sports	
Massage – other soft tissue techniques	
Meditation	
Myorthotics	
Myotherapy	
Natural Vision Improvement	
Naturopathy	
Neuro Linguistic Programming/Communications (NLP)	
Neurostructural Integration Technique (soft tissue)	
Nutrition	
Psychodrama	
Psychosocial Healing	
Psychotherapy, Psychoanalysis	
Reflexology	
Reiki (min Reiki 11 qualification)	
Sleep Talk	
Sound Therapy	
Spiritual Healing (excluding psychic, predictive, channelling, astrological, numerological, and religious activities)	

Do you require cover for any modalities not listed above? If yes please list below



7 Underwriting Questions

If you answer Yes to any of the following questions, please provide further information:

a Do you engage contractors, subcontractors, agents?

b Is your turnover for the last 12 months over \$200,000?

Please provide a percentage breakdown of Your income by State or Territory:

NSW:	SA:	ACT:	VIC:	NZ:
QLD:	WA:	NT:	TAS:	Overseas:

c Do You sell / distribute any Products without providing a therapeutic consultation?

d Are You registered with AHPRA?
If Yes, do You require cover for AHPRA registered activities?
If Yes, which AHPRA registered activities do You require cover for?

e Do You provide any services which involve skin penetration eg. dry needling?
If Yes, please provide details
Do You derive more than 20% of your income from skin penetration activities?

f Do You sell / distribute any Products which require TGA approval, outside of any TGA exception provided via NHAA membership?

g Do You manufacture, alter, repair, repackage, import or export, any Products for sale / distribution?

h Do You conduct more than 6 workshops / classes / conferences / presentations or retreats (inclusive) per year or have more than 15 people max attending any one workshop / class / conference / presentation or retreat?

i If yes, please advise number of workshops / classes / conferences / presentations or retreats, number of attendees, details of the events and estimated annual turnover derived from these events.

If you answer No to the following question, please provide further information:

j Do You use a hold harmless or informed consent form?

Further information:



8 Declaration and Agreement

I, _____ declare that:

- * I have the minimum competency and qualifications to practice in Australia and hold the required registration, accreditation or licence where required in the specific modality I seek Cover for
- * I maintain accurate descriptive records of all medical, clinical or therapeutic services provided
- * No information has been withheld that would affect the acceptance of this insurance proposal or the terms of that acceptance
- * The statements provided in this application form are correct, true and complete
- * All material information which is relevant to this risk has been declared
- * My/Our attention has been drawn to the 'Important Notices' accompanying this Application form and that I/We have read these notices carefully and acknowledge my/our understanding of their content
- * I have diligently made all necessary and detailed enquires in order to comply with the duty of disclosure
- * I understand that no insurance is in force until such time as the insurer has confirmed acceptance of the proposed insurance
- * I undertake to inform the insurer of any material alteration to these facts occurring before completion of the contract or insurance
- * I acknowledge that the insurer relies on the information and representations in this Application form and otherwise made by me in relation to this insurance
- * Confirmation or evidence of my insurance policy may be provided to my professional association
- * I/We authorise Watkins Taylor Stone to collect or disclose any of our personal information in accordance with the Privacy Statement contained in the Important Notices
- * I/We authorise Watkins Taylor Stone to provide a copy of all Insurance Documentation to NHAA

Acceptance of Cover Request and Email Authority

I acknowledge that cover cannot be effected in the absence of my full fee paying financial membership of NHAA, full immediate payment of Standard Premium to Watkins Taylor Stone and completion of the Declaration and Agreement. Further, I authorise Watkins Taylor Stone to correspond with me via email address nominated above. NOTE: Watkins Taylor Stone will use this email address for the purpose of communicating with you regarding this Facility only (unless requested otherwise by you).

Signed:

Dated:

Please Note: Insurance cover cannot be effected until it is confirmed that you are a full fee paying financial member of NHAA and Watkins Taylor Stone have full payment of premium (please see credit card payment details below).

CREDIT CARD PAYMENT ADVICE

VISA

MASTERCARD

Card Number

Cardholder

Card Expiry

Signature

Amount AUD

NHAA No.

Watkins Insurance Brokers Pty Ltd T/As Watkins Taylor Stone ABN 23 059 370 455 AFS Licence 244427

965-967 Pacific Highway Pymble NSW 2073 – PO Box 756 Pymble NSW 2073

T: 02 9488 8300 F: 02 9488 8455 E: info@watkinstaylorstone.com.au W: www.watkinstaylorstone.com.au



Important Notices

Claims made and notified Cover

This Policy operates on a *claims made* basis of Cover.

A *claims made* basis of Cover means that We only Cover Claims first made against You during the Period of Cover. You must advise Us during the Period of Cover of any Claim first made against You by another party. If You do not notify Us during the Period of Cover You may not be Covered under Your Policy.

This Policy **does not** provide Cover in relation to:

- * acts, errors, omissions or conduct occurring or committed by You prior to the Retroactive Date of the Policy Cover as stated in the Schedule (if such a date is actually specified in the Schedule);
- * a Claim made after the expiry of the Period of Cover even though the act, error, omission or conduct giving rise to the Claim may have occurred during the Period of Cover;
- * Claims made, threatened or intimated against You prior to the commencement of the Period of Cover;
- * facts or circumstances of which You first became aware prior to the Period of Cover and which You knew or ought reasonably to have known had the potential to give rise to a Claim Covered under this Policy;
- * any Claim arising out of circumstances disclosed or reported to Us or any other insurer prior to the commencement of the Period of Cover.

Where You have given notice in writing to Us of any facts or circumstances that might give rise to a Claim against You as soon as reasonably practicable after You become aware of those facts or circumstances but before the expiry of the Period of Cover You may have rights under Section 40(3) of the Insurance Contracts Act (Cwth) 1984 to be indemnified in respect of any Claim subsequently made against You arising from those facts or circumstances notwithstanding that the Claim is made after the expiry of the Period of Cover.

Any such rights arise under the Insurance Contract Act (Cwth) 1984 legislation only. The terms and effect of this Policy are that You are not Covered for Claims made against You after the expiry of the Period of Cover.

Privacy

We respect Your privacy rights and are committed with all applicable privacy laws and principles for the fair handling of personal information.

Personal information is information that identifies, or could identify, You or may provide information about Your personal situation. Common personal information that We collect are Your name and address, payment details, membership of a professional or trade association, details relating to Your profession, Your insurance and claims history, and other information that We consider relevant for Your insurance policy.

By entering into a contract with Us, You agree to:

- * the collection, use and disclosure of Your personal information to evaluate, effect, manage and administer Your insurance Cover, financial service or product provided to You by Us, any related company, or in conjunction with Us. This applies to personal information provided previously, currently and in the future;



- * the collection, use and disclosure of Your personal information to inform You of other products and services offered by Us, Our related entities or Your representatives;
- * the use and disclosure of your personal information to test and improve upon the systems used to manage Your Policy or financial product;
- * the collection from, and/or disclosure of, Your personal information to a third party which may include Your employer and Our service providers (including but not limited to Your insurance intermediary, other insurers, medical practitioners, lawyers, claims consultants, loss assessors and investigators), where this is relevant for the administration of Your insurance policy or a claim under this Policy;
- * the disclosure of Your personal information to overseas recipients, where relevant, such as some of Our reinsurers;
- * the disclosure of Your personal information to a person, regulatory bodies or other entities if We are required or permitted to do so by law.

If you do not provide the requested personal information We may not be able to evaluate, effect, manage or administer Your Policy and You may also be in breach of Your duty of disclosure.

We will ensure that Your personal information is accurate, up-to-date and complete. You have the right to seek access to Your personal information and to have it corrected where appropriate.

You or Your insurance intermediary acting on Your behalf may access personal information We hold about You by writing to Us calling Us. We generally provide information We hold free of charge.

We have a formal complaints and dispute resolution process that is fair, efficient and accessible to all Our clients. If You or Your insurance intermediary acting on Your behalf would like to make a complaint about how We have handled the privacy of Your personal information please call Us during office hours and speak to one of Our staff who will assist You. You can view Our Privacy Policy for further details.

You can access Our Privacy Policy online at <http://www.acerta.com.au/customer-centre/useful-bits>. Alternatively, You or Your intermediary can write to Us at Locked Bag 7 Hawthorn VIC 3122 or contact Us during office hours, and We will arrange for a copy of the Privacy Policy to be provided to You.

Duty of Disclosure

Before You enter into a contract of general insurance with Us, You have a duty under the Insurance Contract Act 1984 to disclose to Us every matter that You know, or could reasonably be expected to know, is relevant to Our decision whether to accept the risk of insurance and if so, on what terms.

You have the same duty to disclose those matters to Us before You renew, extend, vary or reinstate a contract of general insurance.

Your duty does not require disclosure of any matter:

- that diminishes the risk to be undertaken by Us;
- that is of common knowledge;
- the We know or, in the ordinary course of Our business, ought to know;
- as to which compliance with Your duty is waived by Us.



Non-disclosure - Failure to comply with Your duty of disclosure

If you fail to comply with Your duty of disclosure, We may be entitled to reduce Our liability under this contract in respect of a claim under this Policy or We may cancel this contract.

If Your non-disclosure is fraudulent, We may also have the option of avoiding this contract from its beginning.

General Insurance Code of Practice

We are a signatory to and fully support the General Insurance Code of Practice. The objectives of this Code are to commit insurers and the professionals they rely upon to higher standards of customer service.

Please contact Us if You or Your insurance intermediary would like further information about the Code of Practice. Alternatively, You can view the Code of Practice at www.codeofpractice.com.au.